

GIFTCL/HO/BDM/CLIENTS/2018/44-01/82
April 29, 2021

To,
Sobha Limited
'SOBHA', Sarjapur – Marathahalli Outer Ring Road,
Bellandur Post,
Bangalore 560103,
Karnataka India

Kind Attn: Mr. Subhash Bhat (Chief Financial Officer)

Letter of Allotment # 2

Sub: Letter of Allotment (LOA) for allotment of Development Rights of 2,84,342 sq. ft. (26,416 sq. mtrs.) of Built-Up Area (BUA) for the development of Residential Building in Block 41 (building footprint 41C & D) in GIFT City ("the Sub-Project").

Ref:

1. Provisional Letter of Allotment (PLOA) dated March 21, 2018 for allotment of Development Rights of about 13,00,000 sq. Ft (1,20,772.95 sq. mtr) of BUA for development of Residential Buildings in Non SEZ area of GIFT City (the Project)
2. Your email dated April 21, 2021 requesting for issuance of Letter of Allotment of Development Rights under Regular category for development of Residential Building on the land being part of Block 41 (building footprint 41C & D) in GIFT City.

Dear Sir,

GIFTCL had issued you the PLOA dated March 21, 2018, for allotment of Development Rights of about 13,00,000 sq. ft (1,22,772.95 sq. mtr) of BUA, which includes Development Rights of 6,50,000 sq. ft of BUA under Regular category (**Part A**) and Development Rights of 6,50,000 sq. ft of BUA under PMAY category (**Part B**) for development of various Residential buildings in GIFT City. Out of the said 6,50,000 sq. ft of BUA under the PMAY category (Part B), GIFTCL has allotted you 4,56,267 sq. ft of BUA vide Letter of Allotment # 1 (LOA # 1) dated January 01, 2019 for development of residential building on underlying land and being part of Block 41 (building footprint 41E&F) in GIFT City.



Pursuant to the said PLOA, you have now submitted the building plans admeasuring 2,84,342 sq. ft (26,416 sq. mtr) of BUA for the development of Residential Building on the underlying land being part of Block 41 (building footprint 41C&D) in GIFT City (the **Sub-Project**). You have vide your email dated April 21, 2021, requested GIFTCL to issue a Letter of Allotment for grant of Development Rights of 2,84,342 sq. ft (26,416 sq. mtr) of BUA for the development of the said Sub-Project, under Regular category being **Part A** of the Project.

Accordingly based on the final building plans submitted by you for the said Sub-Project, and upon your aforesaid request, GIFTCL is pleased to issue this Letter of Allotment # 2 (LOA # 2) in favour of "Sobha Limited" ("**Developer**") for development of the said **Sub-Project** on following terms and conditions:

- 1) This LOA # 2 is issued for allotment of the Development Rights for development of the said Sub-Project, as part of the PLOA issued for overall development of the Project in GIFT City, as proposed by the Developer.
- 2) Pursuant to the said PLOA and based upon the final building plan of the said Sub- Project, GIFTCL hereby allots the Development Rights of 2,84,342 sq. ft. (26,416 sq. mtr.) of Built Up Area (BUA) under Regular category being Part A of the Project, in favour of the Developer, for total consideration of Rs. 28,43,42,000/- (Rupees Twenty Eight Crores Forty Three Lacs Forty Two Thousand Only), calculated at the rate of Rs. 1000/- per sq. ft. of BUA, for the development of the said Sub-Project, on a piece and parcel of land being part of Block 41 (building footprint 41C&D), in Zone-4 in GIFT City, Dist. Gandhinagar, Gujarat (the **Alloted Land**). The Location Map of the Alloted Land is placed at **Annex-I** hereto.
- 3) The allotment of 2,84,342 sq. ft. of BUA is being made as part of the allotment of 6,50,000 sq. ft of BUA under the Regular category i.e. Part A of the Project as per the PLOA dated March 21, 2018.
- 4) In consideration of allotment of the above-mentioned Development Rights for the said Sub-Project, the Developer shall pay to GIFTCL, the total consideration amount of Rs. 28,43,42,000/- (Rupees Twenty Eight Crores Forty Three Lacs Forty Two Thousand Only) as per the payment schedule placed at **Annex-II**.
- 5) The Developer shall be required to execute the Agreement to Lease cum Development Agreement with GIFTCL for grant of Development Rights within a period of 3 months from the date of this LOA # 2. The Agreement to Lease cum Development Agreement will mention in detail the rights and obligations of the respective parties in the matter of development of the said Sub-Project and for all the matters connected therewith.
- 6) The Developer shall be required to start the construction of the said Sub-Project after obtaining the Development Permission and the Commencement Certificate from the

Competent Authority as per the provisions of GIFT Area Development Control Regulations.

- 7) The Developer shall carry out the development of the said Sub-Project in terms of the Agreement to Lease cum Development Agreement and the Development Permission. The Developer shall complete the construction of the building of the said Sub-Project in compliance with the provisions of Development Permission, RERA and GIFT DCR, within the period of 5 years from the date of PLOA (i.e on or before March 21, 2023). In case of delay in completion of the construction of the Sub-Project building within the stipulated period, penal delay completion charges will be applicable as per the terms of Request For Proposal (RFP) dated January 05, 2018.
- 8) Upon completion of the building of the Sub-Project, the Developer shall obtain the Occupancy Certificate (OC) from Competent Authority. On issue of Occupancy Certificate and on receipt of total consideration amount of the Development Rights of the said Sub-Project, GIFTCL will execute a formal Lease Deed ("**Lease Deed**"), whereby Leasehold Rights on the Allotted Land will be granted in favour of the Developer. The Lease Deed will be for a period of 99 (Ninety-nine) years commencing from the date of execution of the Agreement to Lease cum Development Agreement.
- 9) In consideration of the Leasehold rights, the Developer shall pay the annual lease rent @ Rs. 10/- per sq. mtr. (plus applicable GST) of the Allotted Land, with effect from the date of execution of Agreement to Lease cum Development Agreement.
- 10) From the date of issuance of Occupancy Certificate, the Developer shall also pay the annual City Level Maintenance charges (CLM) as per the prevailing policy of GIFTCL from time to time. Currently the City Level Maintenance charges are Rs. 8/- per sq. ft of BUA per annum.
- 11) The Developer shall pay the applicable connection and utility charges to the respective service providers for utilities viz power, water, sewage, Automated Waste Collection, District Cooling System, gas, IT, etc.
- 12) This LOA # 2 does not constitute vesting of the Development Rights at this stage. The Development Rights will be granted upon execution of the Agreement to Lease cum Development Agreement to be executed between GIFTCL and the Developer.
- 13) GIFTCL shall have the right to cancel this LOA # 2 and forfeit the amount paid, in case the Developer fails:
 - a. to pay the consideration towards the allotted Development Rights as per payment schedule attached herewith; or
 - b. to execute the Agreement to Lease cum Development Agreement with GIFTCL for grant of Development Rights, within 3 months from the date of this LOA # 2; or

c. to construct or develop the said Sub-Project within the stipulated development timeline.

- 14) This LOA # 2 is issued to you in duplicate. You are requested to duly sign the second copy of this Letter and return the same to us confirming your acceptance to the above terms and conditions.

Best Wishes,



For,

Vineet Uprit
Vice President- Business Development

Enclosed: Annex-I: Location Map

Annex-II: Payment Schedule:

**Annex-II
(Description of Payment Schedule)**

Payment Schedule

Sr. No.	Payment towards Development Rights (%)	Payment Period
1	Rs. 2,84,34,200/- (Rupees Two Crores Eighty Four Lacs Thirty Four Thousand and Two Hundred Only), being 10% of the present consideration towards Development Rights as per this LOA # 2	Paid
2	Rs. 4,26,51,300/- (Rupees Four Crores Twenty Six Lacs Fifty One Thousand Three Hundred Only), being 15% of the present consideration towards Development Rights as per this LOA # 2	Paid
3	Rs. 1,70,60,520/- (Rupees One Crore Seventy Lacs Sixty Thousand Five Hundred Twenty Only), being 6% of the present consideration towards Development Rights as per this LOA # 2	Paid
4	Rs. 1,70,60,520/- (Rupees One Crore Seventy Lacs Sixty Thousand Five Hundred Twenty Only), being 6% of the present consideration towards Development Rights as per this LOA # 2	Paid
5	Rs. 1,99,03,940/- (Rupees One Crore Ninety Nine Lacs Three Thousand Nine Hundred and Forty Only), being 7% of the present consideration towards Development Rights as per this LOA # 2.	Paid
6	Rs. 1,99,03,940/- (Rupees One Crore Ninety Nine Lacs Three Thousand Nine Hundred and Forty Only), being 7% of the present consideration towards Development Rights as per this LOA # 2.	Within 42 calendar months from date of issue of PLOA dated March 21, 2018
7	Rs. 1,99,03,940/- (Rupees One Crore Ninety Nine Lacs Three Thousand Nine Hundred and Forty Only), being 7% of the present consideration towards Development Rights as per this LOA # 2.	Within 48 calendar months from date of issue of PLOA dated March 21, 2018

8	Rs. 1,99,03,940/- (Rupees One Crore Ninety Nine Lacs Three Thousand Nine Hundred and Forty Only), being 7% of the present consideration towards Development Rights as per this LOA # 2.	Within 54 calendar months from date of issue of PLOA dated March 21, 2018
9	Rs. 9,95,19,700/- (Rupees Nine Crores Ninety Five Lacs Nineteen Thousand Seven Hundred Only), being 35% of the present consideration towards Development Rights as per this LOA # 2.	Within 60 calendar months from date of issue of PLOA dated March 21, 2018 or submission of application for Occupancy Certificate, whichever is earlier.

Note:

- (i) All taxes including Stamp Duty, Registration Charges and other applicable duties, levies, cess, charges etc. shall be payable by the Developer.
- (ii) In case of early completion of the construction of the building/s of the Sub-Project, the entire payment towards consideration of the Development Rights shall be made by the Developer. GIFTCL will execute the Lease Deed only after receipt of total Development Rights consideration and issuance of Occupancy Certificate of the said Sub-Project.
- (iii) In case the payment for Development Rights is not made within the respective payment period as mentioned in the above schedule, an interest @ 1.5% per month on due amount will be charged till the date of payment.



અનુક્રમણિકા નંબર - ૨

સબ-રજીસ્ટ્રાર કચેરી

S.R.O - GANDHINAGAR

ચામડું નામ	કનાકેશની પ્રાર અને અલેશ (બાપા પડાના કિસ્સામાં આશર પડે આગમન અથવા પડે રાખનાર આરો છે તે જણાવવું)	સર્વે નંબર પેટા વિભાગ નંબર અને ઘર નંબર (જો કંઈ પણ હોય તો)	કોટકાળ	આકાર અથવા જમીન આપવામાં આવે ત્યારે તે	કનાકેશ ક્કી આગમન આકારનું નામ અથવા કિવાલી ક્કીના કુટુંબનામ અથવા આકેશના સંબંધના પ્રતિવાદીનું નામ	કનાકેશ ક્કી કોના આકારનું નામ અથવા કિવાલી ક્કીના કુટુંબનામ અથવા આકેશના સંબંધના પ્રતિવાદીનું નામ	તારીખ તારીખ તારીખ તારીખ	અનુક્રમ, વોલ્યુમ અને પૃષ્ઠ નંબર	કેસો
ચીડોજપુર	ફિલ્ડ ક્કર ૩૧.૦.૦૦	New Survey No.316, Old Survey No.2, Block NO.41, Building Footprint 41C & 41D, Zone-04, adm. 5441 sq.mtrs land. " Gift City "			Gujarat International Finance Tec-City Company Ltd. by the hand of its duly Authorized Signatory Dhaivat Mehta	Sobha Limited by the hand of its duly Authorized Signatory Pradeep Kumar Balakrishnan	17/07/2021 17/07/2021	21690	

ઈ-પેમેન્ટ થી રજીસ્ટ્રેશન ID No. 20210719973050880 Date. 19-07-2021 થી મળેલ છે.

Bhavesh Desai ની તારીખ 19/07/2021 ના રોજની
અરજી નંબર : 8012021275257
તારીખ : 19/07/2021

સ્ટેપ	૩૧. ૩૦૦
અકલ ફી	૩૧. ૨૦



આ અકલ સીલમ જનરેટ્ડ હોવાથી સબરજીસ્ટ્રારની સહીની જરૂરિયાત નથી. કોપીયુટર જનરેટડ અનુક્રમણિકા નં : ૨ ની અકલમાં કોઈ ફેરફાર/થોડા કરવા કે ખોટી અકલ બતાવવી કૌજલારી ગુન્હો બને છે.

Self attested/સ્વ-પ્રમાણિત :

પિન્ટ તારીખ : 7/19/2021 5:33:12 PM

અનુક્રમણિકા નંબર - ૨

સબ-રજીસ્ટ્રાર કચેરી

S.R.O - GANDHINAGAR

ગામનું નામ	દસ્તાવેજનો પ્રકાર અને બેંકોર (ખાસ પાઠના કિસ્સામાં આકાર પટે આપનાર અથવા પટે આપનાર આપે છે તે જણાવવું)	સર્વે નંબર પેટા વિભાગ નંબર અને ઘર નંબર (જો કંઈ પણ હોય તો)	સેવકનું નામ	આકાર અથવા જમીની આપવામાં આવે તારીખ	દસ્તાવેજ કરી આપનાર પક્ષનારનું નામ અથવા દિવાની કોર્ટના પક્ષનારનું નામ અથવા આદેશના સંબંધમાં પ્રતિવાદીનું નામ	સહીની તારીખ નોંધણીની તારીખ	અનુક્રમ, વોલ્યુમ અને પૃષ્ઠ નંબર	કેસો
પીરોજપુર	વિસ્તાર ક્ષેત્ર ૩૧.૦૦૦	New Survey No.316, Old Survey No.2, Block NO.41, Building Footprint 41C & 41D, Zone-04, adm. 5441 sq.mirs land. " Gift City "			Gujarat International Finance Tco-City Company Ltd. by the hand of its duly Authorized Signatory Dhaivat Mehta	17/07/2021 17/07/2021	21690	

ઈ-પેપર ID નં. 20210719973050880 Date: 19-07-2021 થી મળેલ છે.

Bhavesh Desai ની તારીખ 19/07/2021 ના રોજની

અરજી નંબર : 8012021275257

તારીખ : 19/07/2021

સ્ટેમ્પ	રૂ. ૩૦૦
નકલ ફી	રૂ. ૨૦



આ નકલ સીસ્ટમ જનરેટેડ હોવાથી સબ-રજીસ્ટ્રારની સહીની જરૂરિયાત નથી. કોમ્પ્યુટર જનરેટેડ અનુક્રમણિકા નં : ૨ ની નકલમાં કોઈ ફેરફાર/ચોડા કરવા કે ખોટી નકલ બનાવવી કોજદારી ગુન્હો બને છે.

Self attested/સ્વ-પ્રમાણિત :

પ્રિન્ટ તારીખ : 7/19/2021 5:33:12 PM

રજીસ્ટ્રેશન પહોંચ

પહોંચ નંબર ૨૦૨૧૦૪૮૦૪૨૪૭૮ દસ્તાવેજ નંબર ૨૧૬૯૧ દસ્તાવેજ વર્ષ ૨૦૨૧
તારીખ ૧૭ માટે જુલાઈ સને ૨૦૨૧

દસ્તાવેજનો પુઠાર: સાગો લોમ અથવા બીજો નકલ

અવેજ

રજુ કરનારનું નામ Gujarat International Finance Tec-City Company Ltd. by the hand of its duly Authorized Signatory
Dhavalat Mehta

નીચે પ્રમાણે ફી પહોંચી

રૂ. પેસા

રજીસ્ટ્રેશન ફી.....

૧૦૦.૦૦

નકલ કરવા ની ફી સાઈડ / ફેલીયો.....

શેરોની નકલ કરવા માટે ફી.....

ટપાલ ખર્ચ.....

નકલો અથવા ચાલીઓ (કલમ ૬૪ થી ૬૭).....

શોધ અગર તપાસણી.....

દેડ કલમ-૨૫.....

કલમ-૩૪ (કલમ-૧૭).....

નકલ ફી ફેલીયો.....

ઈન્ડેક્સ-૨ ફી.....



કુલ એકંદરે રૂ. ૧૦૦.૦૦

અંકે રૂપિયા ચોક સો પુરા

દસ્તાવેજ

ના દિવસે તૈયાર થશે અને

તે રજીસ્ટર ટપાલથી મોકલવામાં

આવશે.

નકલ

કચેરીમાં આપવામાં

દસ્તાવેજ રજીસ્ટર ટપાલથી નીચેના સરનામે મોકલશો.

Office-EP5, Building No.49A, Block-49, Zone-04, Gyan Marg, GIFT City,
Gandhinagar

અગર

ને આપશો

રજુ કરનારની સહી

P P VIRANI
સબ રજીસ્ટ્રાર
ગાંધીનગર

અંકે રૂ. : 100.00

20210710604830823

સબ રજીસ્ટ્રાર, ગાંધીનગર

e- Challan

Login ID PDEN	2021048086086	BARCODE			Printed On	10/07/2021 16:04:46
Department	Superintendent of Stamps And Inspector General Of Registration		Payer Details			
Property Details	Non SEZ area of GIFT City, forming part of the land bearing Survey No. 316 (Old Survey No. 2) situate, lying and being at Village - Pirojpur, Taluka & District - Gandhinagar, Gujarat and being part of Block No.41 (Building Footprint 41 C & 41 D),		TAX ID (If Any)			
			PAN No. (If Applicable)		NA	
			Full Name		SOBHA LIMITED	
			Address		"SOBHA", Sarjapur - Marathahalli Outer Ring Road, Bellandur Post, Bangalore 560103, Karnataka, India	
Office Name	S.R.O - GANDHINAGAR					
Location	GANDHINAGAR					
Transaction No Year	2021-2022 One time	Account Head Details	Amount (RS.)	Bank CIN	Date	Bank-Branch
20210710804830823	Registration Fee (0030-03-104-00)	100.00	100.00	57000013551003010072139412	10/07/2021	SBI EPAY
Total Amount :-			100.00			
Total Amount In Words :-			Rupees One Hundred Only			
Remarks (If Any)						



DOC. No 21691
Date : 17 JUL 2021

(P. P. Virani)
Sub Registrar, Gandhinagar



SS&IGR-GUJARAT

Note : (1) Stamp duty paid by the E-Challan is valid up to 6 months from the date of generation subject to provision of Sec52/c of the Gujarat stamp Act-1958.

(2) The Registration fee paid by E-challan is valid up to 4 month from the date of execution of the instrument, u/s.23 of the Registration Act-1908.

Disclaimer: This is a digitally system generated e-Challan, Which does not require signature.



e- Challan						
Login ID PDEN 2021048086086		BARCODE 			Printed On 10/07/2021 16:19:35	
Department Superintendent of Stamps And Inspector General Of Registration		Payer Details				
Property Details Non SEZ area of GIFT City, forming part of the land bearing Survey No. 316 (Old Survey No. 2) situate, lying and being at Village - Pirojpur, Taluka & District - Gandhinagar, Gujarat and being part of Block No.41 (Building Footprint 41 C & 41 D),		TAX ID (If Any)				
		PAN No. (If Applicable)		NA		
		Full Name		SOBHA LIMITED		
		Address		"SOBHA", Sarjapur - Marathahalli Outer Ring Road, Bellandur Post, Bangalore 560103, Karnataka, India		
Office Name S.R.O - GANDHINAGAR						
Location GANDHINAGAR						
Transaction No Year	Account Head Details	Amount (RS.)	Bank CIN	Date	Bank-Branch	
20210710527249300	Stamp Duty (0030-02- 102-01) 300.00	300.00	57000013651003010072139679	10/07/2021	SBIEPAY	
Total Amount :-		300.00				
Total Amount In Words :-		Rupees Three Hundred Only				
Remarks (If Any)						
  DOC. No. 21691 Date :- 17 JUL 2021 (P. P. Virani) Sub Registrar, Gandhinagar  						

SS&IGR-GUJARAT

Note : (1) Stamp duty paid by the E-Challan is valid up to 6 months from the date of generation subject to provision of Sec52/c of the Gujarat stamp Act-1958.

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Disclaimer: This is a digitally system generated e-Challan, Which does not require signature.





AGREEMENT TO LEASE-CUM-DEVELOPMENT
AGREEMENT
(DUPLICATE)

This Agreement to Lease-cum-Development Agreement ("the **Agreement**") is made at Gandhinagar, on this 17TH day of July, 2021.

BY AND BETWEEN

GUJARAT INTERNATIONAL FINANCE TEC-CITY COMPANY LIMITED (CIN: **U65929GJ2007PLC051160**), a company within the meaning of Companies Act, 2013 [incorporated under the Companies Act, 1956] having its registered

 GUJARAT INTERNATIONAL FINANCE TEC-CITY COMPANY LIMITED	 SOBHA LIMITED
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office at EPS - Building No.49A, Block 49, Zone 04, Gyan Marg, GIFT City, Gandhinagar - 382355 (hereinafter referred to as "**GIFTCL**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **ONE PART**;

AND

SOBHA LIMITED (CIN: **L45201KA1995PLC018475**), a company within the meaning of the Companies Act, 2013 [incorporated under the Companies Act 1956], having its registered office at "SOBHA", Sarjapur - Marathahalli Outer Ring Road, Bellandur Post, Bangalore 560103, Karnataka, India (hereinafter referred to as "**the Developer**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest and permitted assigns) of the **OTHER PART**.

GIFTCL and the Developer shall hereinafter be individually referred to as a "Party" and collectively as "Parties".

WHEREAS

- A. Gujarat International Finance Tec-City Company Limited, ("GIFTCL") is developing a global financial services hub, known as GIFT City, on around 886 acres of land, situated and lying at Taluka and District Gandhinagar, Gujarat ("GIFT City"), which will cater to India's large financial

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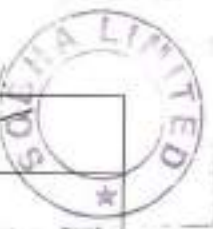
services potential by offering global firms, world class infrastructure and facilities. A copy of the GIFT City Area as described in **MAP-1** annexed hereto and marked as **Annexure-A** of the **Second Schedule** hereinunder written.

- B. The Development Plan of the GIFT area was approved by Urban Development and Urban Housing Department, Government of Gujarat, vide Notification No. GH/V/170/2011/GIFT-102011-2523-L dated 19th October, 2011, with land earmarked for various land uses like Commercial, Residential and Institutional etc. including the infrastructure. GIFT City comprises of SEZ area and Non-SEZ area. GIFTCL (the Holding Company) is developing Non-SEZ area of GIFT City and GIFT SEZ Ltd. (a 100% Subsidiary Company of GIFTCL) is developing the SEZ area of GIFT City.

- C. For the purpose of the development of GIFT City in the manner stipulated hereinabove, the GoG vide Government Resolution Nos. JMN/222007/1966/A.1 dated 22.03.2011 (read with amended GR No. JMN, 222007/1966 (PART)/A.1 dated 18.10.2017) and GR No. JGDH/1608/655/GH dated 22nd March 2011 read with Order No. CB/JMN/Vashi. 6254 to 6270/2011 dated 15th April, 2011 of the District Collector, Gandhinagar and Government Resolution No. JMN/222007/1966/A.1 dated 7th June 2011 and Order No. CB/JMN/Vashi. 8466 to 8480/2011 dated 10th June 2011 of the



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District Collector, Gandhinagar, transferred admeasuring 412 acres of lands to GIFTCL (hereinafter referred to as the **"GIFTCL Land"** or **"NON SEZ Area"**) and lands admeasuring 261 acres to GIFT SEZ Limited (hereinafter referred to as **"SEZ land"** or **"SEZ area"**) situated at villages in Ratanpur, Pirojpur, Shahpur and Valad, Taluka and District Gandhinagar, Gujarat. Copies of which in vernacular language are annexed hereto and marked as **Annexures D-I, D-II, D-III, D-IV** respectively of **Annexure D** of the **Third Schedule** hereinunder written.

GoG has vide amended GR No. JMN/222007/1966(PART)/A.1 dated 08th March 2021 revised condition no. 9 of the GR, for the residential premises in GIFT City, wherein it has been provided that, first 5000 residential units can be purchased and used by any person, company or firm. This benefit will be applicable/valid for the units whose construction has started by 31.03.2023 or if the construction of 5000 units has already started, whichever is earlier. Copy of the said amended GR in vernacular language is annexed hereto and marked as **Annexure D-V** of **Annexure D** of the **Third Schedule** hereinunder written.

Annexure D-I to Annexure D-V of Annexure D of the **Third Schedule** are hereinafter **collectively referred as "GR and Collector's Orders"**.

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- D. The Government of Gujarat, vide Notification No.GHM-2014-50-M-STP-122012-5091-H1 dated 1st March, 2014 has remitted the stamp duty chargeable under clause (ga) of Article 5 of Schedule I of the Gujarat Stamp Act, 1958 and vide Notification No.GHM-2014-51-M-STP-122012-5091-H1 dated 1st March, 2014 has exempted the registration fee under the Registration Act, 1908, on Development Agreement, granting development rights by GIFTCL in favour of the developers for the development of their projects in GIFT City.
- E. As part of development of GIFT City, GIFTCL had invited proposals from the various bidders vide Request for Proposal No. GIFTCL/Residential Buildings/RFP/2018-01 dated January 05, 2018 ("**Request for Proposal**" or "**RFP**") for selection of bidder for development of Residential Building in Non SEZ area of GIFT City and in response thereto, the Developer had submitted its proposal vide its letter dated February 9, 2018 (hereinafter referred to as the "**Proposal**") for allotment of Development Rights for development of the Residential Building Project in GIFT City.
- F. After evaluation, GIFTCL accepted the Proposal and issued Provisional Letter of Allotment No. GIFTCL/HO/BDM/ CLIENTS/2018/44-01/1459 dated March 21, 2018 ("**PLOA**") to the Developer. GIFTCL has agreed to grant Development Rights to the Developer for development of the Residential



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Building Project having Built up Area (BUA) of about 13,00,000 Sq.Ft. (1,20,772.95 Sq.Mtr.) in favour of the Developer, which includes Development Rights of about 6,50,000 Sq.Ft. of BUA under Regular category (Part A) @ of Rs.1,000/- per Sq.Ft. of BUA for a total consideration of Rs.65,00,00,000/- (Rupees Sixty Five Crores only) and Development Rights of 6,50,000 Sq.Ft. of BUA under Pradhan Mantri Awas Yojana (PMAY) category (Part B) @ of Rs.750/- per Sq.Ft. of BUA for a total consideration of Rs.48,75,00,000/- (Rupees Forty Eight Crores Seventy Five Lakhs only), to the Developer for development of various residential buildings in GIFT City ("**Project**").

A copy of the said PLOA dated March 21, 2018 is annexed hereto and marked as **Annexure A-1** of the **Third Schedule** hereinunder written.



- G. The Developer vide its email dated December 26, 2018 requested GIFTCL for allotment of Development Rights under PMAY Category for development of Residential Building on the land being part of Block 41 (building footprint 41E & 41F) in GIFT City. Accordingly, based on the building plans submitted by the Developer, GIFTCL vide its Letter of Allotment #1 (**LOA#1**) having reference No. GIFTCL/HO/BDM/CLIENTS/2018/44-01/1398 dated January 01, 2019 had allotted the Development Rights of 4,56,267 Sq.Ft. (42388.167 Sq. Mtr.) of BUA under PMAY category in favour of the Developer, for a total consideration of

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Rs.34,22,00,250/- (Rupees Thirty Four Crores Twenty Two Lakhs Two Hundred Fifty only), calculated @ of Rs.750/- per Sq.Ft. of BUA, for the development of the sub-project situated on a piece and parcel of land being part of Block 41 (building footprint 41E & 41F), in Zone-4 in GIFT City, Gandhinagar.

A copy of the said **LOA#1** dated January 01, 2019 is annexed hereto and marked as **Annexure A-2** of the **Third Schedule** hereinunder written.

- H. Thereafter, GIFTCL had entered into the agreement to lease cum development agreement dated 27th February, 2019 granting Development Rights of 4,56,267 Sq.Ft. (42388.167 Sq.Mtr.) of BUA under PMAY category for the development of the sub-project, on a piece and parcel of land admeasuring 9008 Sq.Mtrs. bearing New Survey No.316 (Old Survey No. 2) situate, lying and being at Village-Pirojpur, Taluka and District- Gandhinagar, Gujarat and being part land bearing building footprint No.41E & 41F of Block 41 in Zone-4, Shram Marg (Road 4B), GIFT City, Gandhinagar, Gujarat, in favour of the Developer, for a total consideration of Rs.34,22,00,250/- (Rupees Thirty Four Crores Twenty Two Lakhs Two Hundred Fifty only), calculated @ of Rs.750/- per Sq.Ft. of BUA, for the development of the sub-project in GIFT City, on the terms and conditions contained therein. The said agreement to lease cum development agreement is duly registered in the Office of the Sub



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Registrar, Gandhinagar, bearing Registration No.:
4752/ 2019.

- I. Thereafter, at the request of the Developer, GIFTCL vide Addendum No.2 to the PLOA having reference no. GIFTCL/HO/BDM/CLIENTS/2018/44-01/122 dated July 09, 2020, agreed to grant extension in payment timeline for the remaining installments to be paid by Developer, by one year, without any interest for the completion of the said Project in GIFT City.

A copy of the said Addendum No. 2 to PLOA dated July 09, 2020 is annexed hereto and marked as **Annexure A-3 of the Third Schedule** hereinunder written.



- J. Now, for the development of another residential building sub-project in Block 41, building footprint 41C & D, the Developer vide its email dated April 21, 2021, requested GIFTCL for allotment of Development Rights of 2,84,342 Sq.Ft. (26,416 Sq.Mtr) of BUA under Regular Category being Part A of the Project for development of the Residential Building on the land being part of Block 41 (building footprint 41C & D) in Zone - 4, in GIFT City ("**Sub-Project**").
- K. Based on the request and building plans submitted by the Developer, GIFTCL has issued a Letter of Allotment #2 having reference no. GIFTCL/HO/BDM/CLIENTS/2018/44-01/82 dated

 	 
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April 29, 2021 ("**LOA#2**") in favour of the Developer and allotted Development Rights of 2,84,342 Sq.Ft. (26,416 Sq.Mtr.) of BUA under Regular category being Part A of the Project, for total consideration of Rs.28,43,42,000/- (Rupees Twenty-Eight Crores Forty-Three Lakhs Forty-Two Thousand Only) calculated at the rate of Rs.1,000/- per Sq.Ft. of BUA for the development of the said Sub-Project on a piece and parcel of land, admeasuring 5441 Sq.Mtrs. bearing New Survey No.316 (Old Survey No.2) situate, lying and being at Village Pirojpur, Taluka and District Gandhinagar in the State of Gujarat and being part of land bearing building footprint 41C and 41 D of Block 41 in Zone - 4, GIFT City, Gandhinagar, Gujarat ("**the Allotted Land**"), as more specifically described in the First Schedule herein under, subject to payment of consideration towards Development Rights in terms of the payment schedule attached with the said LOA#2.

A copy of the said **LOA#2** dated April 29, 2021 is annexed hereto and marked as **Annexure A-4** of the **Third Schedule** hereinunder written.

- L. The Developer has proposed to develop and agreed to design, finance, construct, operate & maintain the Sub-Project with total Built up Area ("BUA") of 2,84,342 Sq.Ft. (26,416 Sq.Mtr.) of BUA in aggregate in Non SEZ Area of GIFT City under and in accordance with the provisions of this Agreement. This Agreement covers the rights and obligations of GIFTCL and the Developer respectively, for all

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matters connected with and relating to the development of said Sub-Project by the Developer and also the terms and conditions related to the lease of land in favour of the Developer, for development of the said Sub-Project in GIFT City.

- M. Pursuant to the said LOA#2 and in consideration of the payment for the Development Rights, GIFTCL has agreed to enter into this Agreement to Lease-cum-Development Agreement granting Development Rights on the Allotted Land in favour of the Developer, for the development of the said Sub-Project in GIFT City, covering detailed terms and conditions. This Agreement to Lease-cum-Development Agreement is contemplated mainly for the purpose of enabling the Developer to develop the Sub-Project on the Allotted Land and to comply with its obligations for development of the same. Grant of Development Rights and Leasehold Rights in the Allotted Land are independent rights for enabling the Developer to implement the Sub-Project. The leasehold rights will be granted to the Developer through Lease Deed, which will be executed on completion of the said Sub- Project.
- N. On completion of the Building of the said Sub-Project, issue of Occupancy Certificate and on receipt of total consideration amount of the Development Rights granted for the said Sub-Project under this Agreement, a Lease Deed for the Allotted Land for a period of 99 (Ninety-Nine) years, effective from the date of execution of the Agreement to Lease-cum-Development Agreement, will be executed between



	
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the Parties. The Leasehold rights and interest in the Allotted Land shall accrue and be available to the Developer upon execution of the Lease Deed.

- O. GIFTCL is, *inter alia*, seized and possessed of and otherwise well and sufficiently entitled to the piece and parcel of land admeasuring 5441 Sq.Mtrs. bearing New Survey No.316 (Old Survey No. 2) situate, lying and being at Village Pirojpur, Taluka and District Gandhinagar in the State of Gujarat and being part of land bearing building footprint 41C and 41 D of Block 41 in Zone - 4, GIFT City, Gandhinagar, Gujarat as more particularly described in the **First Schedule** hereunder written (hereinafter referred to as the "**the Allotted Land**"), and is authorized to allot the same to the Developer for development of the said Project.



Accordingly, at the request of the Developer, GIFTCL has agreed to execute this Agreement to Lease-Cum-Development Agreement for development of the said Sub-Project on the Allotted Land and the Developer has agreed to design, finance, develop, construct and operate & maintain and transfer the said Sub-Project upon the terms and conditions set forth hereinafter under these presents.

- Q. In view of the aforesaid premise, GIFTCL and the Developer have agreed to execute these presents on the terms and conditions and in the manner as set forth hereinafter.

	
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NOW THEREFORE, THIS AGREEMENT TO LEASE-CUM-DEVELOPMENT AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATIONS
1.1 Definitions

In this Agreement (including the Recitals above and the Schedules and Annexure hereto), except where the context otherwise requires, the words and expressions used therein shall have the following meaning:

"Agreement" or "Agreement to Lease-Cum-Development Agreement" shall mean this Agreement to Lease-cum-Development Agreement entered into between GIFTCL and the Developer for agreement to lease the Allotted Land and for grant of Development Rights in the Allotted Land and permission for use of the Allotted Land for the purpose of development of the said Sub-Project in Non SEZ Area of the GIFT City.

"Allotted Land" or "Said Land" shall mean all that piece and parcel of land admeasuring 5441 Sq.Mtrs. or thereabout in Non SEZ area of GIFT City, forming part of the land bearing New Survey No.316 (Old Survey No.2) situate, lying and being at Village Pirojpur, Taluka & District-Gandhinagar, Gujarat and being part of Block No. 41 (Building footprint 41 C and D), Zone-04, GIFT City, Gandhinagar, Gujarat

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and more particularly describe in the **First Schedule** hereunder written and delineated by boundary lines in MAP-2 of **Annexure B** of the **Second Schedule** hereunder written.

"Applicable Law(s)" shall mean and include all applicable Indian statutes, enactments, Acts passed by the State Legislature (including the GIFT Area DCR) or by the Parliament, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Government (Central or State) including GR and the Collector's Orders, statutory authority, tribunal, board or court as may be applicable from time to time.

"Applicable Permits" or "Applicable Approvals" shall mean any and all permissions, clearances, developments, authorizations, consents, no-objections, approvals and notifications for and in respect of the said Sub-Project developed/ to be developed on the Allotted Land from any Competent Authority/ GIFTCL as may be applicable but for the purposes of this Agreement excludes the applicable permits required to be obtained by GIFTCL under this Agreement.

"Built Up Area" or "BUA" shall mean the built-up area as defined under GIFT Area DCR.

"Building" means the Residential Building of the said Sub-Project and its structure collectively admeasuring 2,84,342 Sq.Ft. (26,416 Sq.Mtr.) of

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BUA to be constructed by the Developer over the Allotted Land in accordance with the terms of this Agreement.

“Building Level Infrastructure” means the utilities, infrastructure, facilities within the building envelope to be developed by the Developer confirming to GIFT Area DCR, UDAS and guidelines issued by GIFTCL, as more particularly described in **Annexure-2** of the **Sixth Schedule** hereunder written.

“City Level Common Infrastructure” means the common infrastructure and facilities to be developed and maintained by GIFTCL or any of its SPV/ subsidiaries/ agency in GIFT City as set out in the GIFT City Master Plan.



“Common Infrastructure” means the infrastructure and the utilities to be provided by GIFTCL or through its subsidiaries, to the Developer close to the building line, for development of the said Sub-Project, as more particularly described in **Annexure-1** of the **Sixth Schedule** hereunder written.

“Competent Authority” or “Appropriate Authority” shall mean any Governmental authority, GIFT Urban Development Authority (“GIFT UDA”), Real Estate Regulatory Authority (Gujarat), Central or State, statutory body, local authority, planning authority or any authority designated under any enactment or rules made thereunder for approving

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and regulating the construction of buildings in the GIFT City.

“Construction Period” shall mean construction of the Building on the underlying Allotted Land, within a period of 5 (five) years commencing from the date of PLOA i.e. on or before March 21, 2023 (or any extension thereof permitted by GIFTCL), within which period the construction of the Building shall be completed by the Developer in accordance with the terms of this Agreement and the Proposal.

“Contractor” shall mean a person or body with whom the Developer has entered or may enter into a contract for the construction of the Building or any part thereof and includes any sub-contractor engaged for the said Sub-Project.

“Consideration” shall have the meaning as set out in Clause 4 hereinafter.

“Cure Period” shall have the meaning as set out in Clause 13.1 hereinafter.

“Default Notice” shall have the meaning as set out in Clause 13 hereinafter.

“Development Rights” or **“DR”** shall mean the development rights granted to the Developer by GIFTCL to develop the said Sub-Project on the Allotted Land, in accordance with the terms of this Agreement, in consideration of the Developer

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agreeing to pay the Consideration amount in accordance with the provisions of Clause 4 hereto.

"Effective Date" shall mean the date of execution of this Agreement.

"Force Majeure" shall mean an act, event, condition or occurrence specified in Clause 11 hereto.

"GIFT Area DCR" shall mean GIFT Development Control Regulations sanctioned by Government of Gujarat, Ministry of Urban Development or Planning Authority constituted and notified vide its notification No.GH/V/170 of 2011/GIFT-102011-2523-L dated 19-10-2011 and as may be notified and amended from time to time, for the GIFT City under the provisions of the Gujarat Town Planning and Urban Development Act, 1976.

"Government Authority" shall mean any union, state, local or other governmental, administrative, regulatory judicial or quasi-judicial authority, any department, agency or instrumentality of any government or political subdivision thereof, or any self-regulating authority or agency, in India having jurisdiction over the relevant matter.

"GTPUD ACT" means Gujarat Town Planning and Urban Development Act, 1976 and the rules and regulations made thereunder.

"GR and Collector's Orders" shall have the meaning set forth in Recital (C).

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"Lease Deed" shall mean the lease deed to be executed between GIFTCL and the Developer for grant of leasehold rights on the Allotted Land, in favour of the Developer on completion of the Building of the said Sub-Project and upon issuance of the Occupancy/Part Occupancy Certificate thereof.

"Lease Period" shall mean the period as specified in Clause 3.4 of this Agreement.

"Lease Rent" shall mean the annual lease rent payable by the Developer after execution of the Lease Deed, for the Allotted Land, at the rate as mentioned under Clause 4.2.1 of this Agreement.

"Leasehold Rights" shall mean the grant of leasehold rights on the Allotted Land to be given by GIFTCL to the Developer, as per the terms of this Agreement, on the execution of the Lease Deed.

"LOA" or "Letter of Allotment" shall have the meaning set forth in Recital (K).

"Occupancy / Part Occupancy Certificate" shall mean the occupancy certificate or the part occupancy certificate, in respect of the Building of the said Sub-Project, issued by the Competent Authority under the provisions of the GIFT Area DCR.

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"Planning Authority" shall mean the Planning Authority created under **GTPUD ACT** by the Government of Gujarat.

"Proposal" means the proposal dated February 09, 2018 submitted by the Developer, in response of the RFP, for development of the Residential Buildings Project in Non SEZ area of GIFT City.

"PLOA" or **"Provisional Letter of Allotment"** shall have the meaning set forth in Recital (F) and shall include the Addendum # 2 to the PLOA set forth in Recital (I).

"Project" shall mean design, finance, development, construction and Operation & Maintenance of the Buildings of the said Project in GIFT City, having total Built up Area of about 13,00,000 Sq.Ft. (1,20,772.95 Sq.Mtr.) of BUA, [which includes Development Rights 6,50,000 Sq.Ft. of BUA under Regular category (Part A) and Development Rights of 6,50,000 Sq.Ft. of BUA under Pradhan Mantri Awas Yojana (PMAY) category (Part B)], including common area and related facilities, as may be developed by the Developer, on the Allotted Land pursuant to the Development Rights granted under this Agreement including additions, modifications, alterations and extensions thereto as may be affected by the Developer from time to time, as per the plans and layouts approved and sanctioned by Competent Authority.

	
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“Request for Proposal” or **“RFP”** shall have the meaning set forth in Recital (E).

“Security Interest” shall mean any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), preference, priority or other security agreement of any kind or nature whatsoever.

“Sub-Project” shall mean design, finance, development, construction and Operation & Maintenance of the Building of the said Sub-Project in Block 41, building footprint 41C & D, in GIFT City of 2,84,342 Sq.Ft. (26,416 Sq.Mtr.) of BUA, under Regular category being Part A of the Project including common area and related facilities, as may be developed by the Developer, on the Allotted Land pursuant to the Development Rights granted under this Agreement including additions, modifications, alterations and extensions thereto as may be affected by the Developer from time to time, as per the plans and layouts approved and sanctioned by Competent Authority.

“Term” shall mean the period from the Effective date of this Agreement up to March 21, 2023, or as may be extended by GIFTCL, at the request of the Developer, as specified in Clause 3.1 of this Agreement.

“Third Party Agreement” shall mean all agreements entered into between the Developer and any third

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person, including, but not limited to other agreements with contractors and vendors of any goods and/or services pertaining to the said Sub-Project.

"Transferees" shall have the meaning set forth in Clause 2.5.

"Utility Charges" shall mean the charges payable by the Developer to the service providers for consuming or using utilities such as electricity, water, telecommunication and such other utilities and other services provided to the Developer, as may be fixed by the respective service providers.

1.2 Interpretations

- i. Reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date of this Agreement, from time to time be amended, supplemented or re-enacted;
- ii. Words importing singular shall include plural and vice versa, and words importing the masculine shall include the feminine gender;
- iii. The captions and headings are for the purpose of convenience and reference only and shall not be deemed to supersede or modify the substance in the text written there-under and shall not be used in and shall not affect the construction and interpretation of this Agreement;

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- iv. Terms and words beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and terms and words defined in Annexure/ Schedule and used therein shall have the meaning ascribed thereto in Annexure/ Schedule;
- v. Words "include" and "including" are to be construed without limitation;
- vi. Any reference to day shall mean a reference to a calendar day; any reference to month shall mean a reference to calendar month;
- vii. Annexure, Maps and Schedules to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
- viii. Reference to this Agreement or any other agreement, deed, instrument or document of any description shall be construed as reference to such agreement, deed, instrument or other document as the same may from time to time be amended, varied, supplemented, modified, novated or suspended;
- ix. Reference to Recitals, Clauses, Sub-Clauses, Schedules, Annexure in this Agreement shall, except where the context otherwise requires, be deemed to be references to Recitals, Clauses, Sub-Clauses, Schedules, Annexure of or to this Agreement;
- x. Any reference to any period commencing "from" a specified day or date and "till" or "until" a



	
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specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a Business Day, then the period shall run until the end of the next Business Day;

- xi. Wherever in this Agreement provision is made for the giving or issuing of any notice, endorsement, consent, approval, certificate, agreement, authorization, proposal, communication, information or report or determination by any Party and/or expert unless otherwise specified, such notice, endorsement, consent, approval, certificate, agreement, authorization, proposal, communication, information or report of determination shall be in writing under the hand of the duly authorized representative of such Party and/or expert in this behalf.
- xii. Unless otherwise provided, any interest to be calculated and payable under this Agreement shall accrue on a monthly basis and from the respective due dates as provided for in this Agreement;
- xiii. Any word or expression used in this Agreement shall unless defined or construed in this Agreement, bear its ordinary English meaning;
- xiv. This Agreement is for the sole purpose of development of the said Sub-Project over the Allotted Land.
- xv. All the rights, interests, duties, liabilities, obligations of the Parties contemplated under these presents shall always be subject to the



	
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xvi. The recitals shall form a part of the operative part of this Agreement.

This Agreement, and all other documents forming part of this Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the precedence of this Agreement and other documents and agreements forming part hereof shall, in the event of any conflict or inconsistency between them, be in the following descending order:

- ## 2. AGREEMENT FOR LEASE

	
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by the Developer and the covenants and conditions contained hereinafter and to be performed by the Developer, GIFTCL hereby agrees to permit the Developer to use the Allotted Land (more particularly described in the First Schedule hereinunder) for the development of the said Sub-Project in terms of this Agreement.

2.2 The permission given under clause 2.1 hereinabove is for enabling the Developer to use the Allotted Land for the development of said Sub-Project and is subject to the condition that the Developer shall complete the construction and development of the said Sub-Project on the Allotted Land in accordance with the terms and conditions of this Agreement.



2.3 Further on the covenants and conditions performed by the Developer and in consideration of the Lease Rent to be paid by the Developer, GIFTCL, on execution of the Lease Deed, agrees to give the leasehold rights on the Allotted Land to the Developer for the Lease Period (*as mentioned in Clause 3 herein below*). On execution of the Lease Deed, the provisions so far as related to agreement to lease of Allotted Land under this Agreement will be deemed to be superseded by the said Lease Deed.

2.4 On completion of the Building of the said Sub-Project, issue of Occupancy Certificate and on receipt of total consideration amount of the Development Rights granted for the said Sub-Project under this Agreement, GIFTCL will execute a Lease Deed,

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granting leasehold rights on the Allotted Land in favour of the Developer. Upon execution and registration of the Lease Deed, GIFTCL will hand over the possession of the Allotted Land with leasehold rights (along with the right of way and other easementary rights) to the Developer.

GRANT OF DEVELOPMENT RIGHTS

- 2.5 In consideration of the Developer agreeing to pay the Consideration amounts as provided in Clause 4.1.1, GIFTCL hereby grants to the Developer, the Development Rights (DRs) of 2,84,342 Sq.Ft. (26,416 Sq.Mtr.) of BUA, under Regular category being Part A of the Project, for development of the said Sub-Project, on the Allotted Land in GIFT City and any other facilities connected therewith in accordance with the provision of this Agreement. The Developer is entitled to execute such agreements to transfer as it deems fit in favour of prospective transferees i.e., any person, company or firm ("**Transferees**") the under development or developed residential units / apartments, built up space or any premises in the said Sub-Project developed over the Allotted Land, in accordance with prevailing market practices subject to payment of Consideration to GIFTCL in terms of Clause 4.1.1 hereto.
- 2.6 Upon execution of the Lease Deed and subject to the terms of the GR and Collector Orders, the Developer shall be entitled to transfer the residential units/apartments, built up space or any premises in the said Sub-Project along with assignment of the undivided proportionate leasehold rights in the



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Allotted Land, for the residue period of the lease, in favour of the Transferees, of the said Sub-Project.

- 2.7 This Agreement is contemplated mainly for the purpose of enabling the Developer to comply with its obligations for development of the said Sub-Project. Both the Parties agree that the grant of Development Rights and lease of the Allotted Land are independent rights. The Development Rights given herein are for enabling the Developer to develop the said Sub-Project on the Allotted Land and to comply with the obligations thereof, whereas leasehold rights on the Allotted Land will be granted to the Developer on execution of the Lease Deed.



TERM

- 3.1 Unless terminated earlier with the execution of Lease Deed or otherwise as provided herein, this Agreement shall be valid from the Effective date of this Agreement up to March 21, 2023, or as may be extended by GIFTCL, at the request of the Developer.
- 3.2 The Developer shall start the construction of the said Sub-Project on the Allotted Land after obtaining the Development Permission and the Commencement Certificate from the Competent Authority as per the provisions of GIFT Area Development Control Regulations and complete the construction of the said Sub-Project within the Construction Period (i.e. on or before March 21, 2023) or any extension thereof as may be allowed by GIFTCL. Except in case where GIFTCL has allowed any extension of

	
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Construction Period to the Developer without penalty, or in case of a Force Majeure Event, any extension of the Construction Period may be allowed only in exceptional cases, on valid reasons but on payment of penal delay completion charges as specified in the **Fifth Schedule** hereunder written. If the required infrastructure to be provided by GIFTCL and needed for the construction of the Buildings are not ready in time then suitable extension will be allowed to the Developer to complete the Buildings, without penalty.

- 3.3 It has been agreed between the Parties that in the event of any delay in completion of the construction of the Buildings in terms of this Agreement, this Agreement may be terminated in accordance with the terms of this Agreement.



3.4 **LEASE PERIOD**

Upon execution of the Lease Deed, GIFTCL shall grant the leasehold rights on the Allotted Land to the Developer, for a period of 99 (Ninety-Nine) years, from the Effective Date of this Agreement ("**Lease Period**").

3.5 **DEVELOPMENT OF THE PROJECT**

- 3.5.1 The Developer shall develop the said Sub-Project in accordance with the plans prepared by it and approved and sanctioned by Competent Authority and in compliance with the provisions of the Development Permission, RERA and GIFT Area DCR, within the Construction Period.

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3.5.2 The Developer shall complete the construction of the Building of the said Sub-Project on the Allotted Land and development of related facilities within the Construction Period. The Developer shall commence the development activities on the Allotted Land upon execution of this Agreement, after obtaining the Development Permission and Commencement Certificate from the Competent Authority. The development of the said Sub-Project shall be undertaken by the Developer in accordance with the terms of this Agreement and the progress thereof will be periodically reviewed by GIFTCL.

After the completion of construction of Building of the said Sub-Project and execution of the Lease Deed, the Developer may:-

- (a) convey/ transfer/ assign/ lease the residential units / apartments, built up space or any premises in the Building of the said Sub-Project along with sub lease/ assignment of the undivided proportionate leasehold right in the Allotted Land, for the residue period of the lease, to the Transferees of the residential units, apartments/ built up space or any premises in the Building of the said Sub-Project. However, notwithstanding anything contained in this presents, the Developer shall have right to transfer / assign only the developed property in the said Sub-Project; and/ or
- (b) convey/ transfer/ assign its leasehold rights in the Allotted Land for the residue period of lease to a company or society or association or any



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other legal entity that may be formed by the Developer/ Transferees of the residential units / premises of the said Sub-Project, as the case may be, to take over the common facilities and assets of the said Sub-Project and carry on maintenance of the same as per the standards prescribed by the Competent Authority.

Provided that the applicable stamp duty and registration charges, in respect of assignment of leasehold rights/ undivided proportionate leasehold rights in the Allotted Land for the residue period of lease and the applicable premium on land (as per GR and the Collector's Orders), shall be paid by the purchaser/ transferees or prospective company or society or association or other legal entity, as the case may be.



3.5.3 It is agreed and understood by the Developer that Development Rights in the Allotted Land have been granted by GIFTCL exclusively for the purpose of development of the said Sub-Project and not for any other purpose. However, notwithstanding anything contained in this Agreement, the Developer shall not transfer / assign the Development Rights granted under this Agreement to any third party.

3.5.4 The Developer shall develop the said Sub-Project in accordance with the LOA#2, terms of this Agreement and the plan submitted by the Developer and duly approved and sanctioned by Competent Authority of

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as may be required from time to time under Applicable Laws.

3.5.5 It is agreed and understood by the Developer that the Allotted Land is allowed to be used by the Developer for the purpose of designing, financing, construction, operation and maintenance of the said Sub-Project and not for any other purpose. The Developer shall not be entitled to set up or carry on any other business or commercial activity in the Allotted Land except for the development of the said Sub-Project and the services related to the said Sub-Project. The Developer shall not do or carry out any illegal trade or activities in the said Sub-Project that are prohibited by law and are against the social ethics and/or is adversely affect the vision and object of GIFT. In case of any violation of this clause, GIFTCL shall have the right to terminate this Agreement.



3.5.6 **COVENANT FOR USE OF RESIDENTIAL UNITS / PREMISES**

GoG has vide amended GR No. JMN/222007/1966(PART)/A.1 dated 08th March 2021 revised condition No. 9 of the GR, for the residential premises in GIFT City, wherein it has been provided that, first 5000 residential units can be purchased and used by any person, company or firm. This benefit will be applicable/valid for the units whose construction has started by 31.03.2023 or if the construction of 5000 units has already started, whichever is earlier.

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4. PAYMENT BY THE DEVELOPER

4.1 DEVELOPMENT RIGHTS

4.1.1 In consideration of GIFTCL granting the Development Rights of 2,84,342 Sq.Ft. (26,416 Sq.Mtr.) of Built Up Area (BUA) to the Developer for development of the said Sub-Project, the Developer shall pay a total consideration of Rs.28,43,42,000/- (Rupees Twenty-Eight Crores Forty-Three Lakhs Forty-Two Thousand Only) @ Rs.1000/- per Sq.Ft. of BUA, as per the Payment Schedule as detailed in the Fourth Schedule hereunder written ("**Consideration**"). The actual BUA would be finalized after completion of the said Sub-Project and the consideration towards the Development Rights will be charged from the Developer accordingly based on the final BUA, as per Occupancy Certificate.

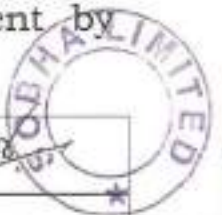


4.1.2 In case of any change in the Building Plan and consequential increase/decrease in BUA, a supplemental agreement will be executed between the Parties for grant of the additional/decrement Development Rights and the Developer/GIFTCL shall pay/adjust the consideration for such Development Rights for those additional/decrement of BUA.

4.1.3 The Developer shall pay the stamp duty, registration fee as may be applicable for this Agreement and all other applicable taxes, duties and charges etc. for grant of Development Rights by GIFTCL in favour of the Developer under this Agreement.

4.1.4 The Developer acknowledges and agrees that GIFTCL shall be entitled to terminate this Agreement by

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giving Sixty (60) days prior written notice if the Developer herein fails to make payment of consideration for grant of Development Rights as per clause 4.1.1 or within the cure period or such other period as may be permitted by GIFTCL.

4.2 LEASE RENT

4.2.1 Upon execution of the Lease Deed, the Developer shall pay to GIFTCL, the amount of annual lease rent of Rs.54,410/- (Rupees Fifty Four Thousand Four Hundred and Ten Only) calculated @ Rs.10/- per Sq.Mtr. with respect to the Allotted Land (hereinafter referred to as the "**Lease Rent**"), plus applicable GST, from the Effective date of this Agreement.

(Up to date Lease Rent till next March 31, shall be paid by the Developer on or before the date of execution of the Lease Deed and subsequently the Lease Rent shall be paid on or before 15th April of each financial year).

4.2.2 The Lease Rent shall be exclusive of GST. All other taxes, assessments, dues and duties payable pertaining to the Allotted Land and the said Project to be developed thereon, to the Government or the Municipality / Industrial Township Authority or any other local authority or public body and such taxes, assessments, dues and duties shall be payable by the Developer or Transferee and/or company/ society / association formed for the maintenance of the said Sub-Project, as and when they become due and payable.

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4.3 CITY LEVEL MAINTENANCE CHARGES

4.3.1 The Developer shall pay annual City Level Maintenance Charges (CLM) of total BUA of the said Sub-Project, to GIFTCL towards operation and maintenance of the GIFT City from the date of issue of Occupancy / Part Occupancy Certificate. The present rate of CLM is Rs.8 per Sq.Ft. of BUA per annum.

4.3.2 The City Level Maintenance Charges would be payable based on the prevailing policy of GIFTCL as applicable from time to time.

5. SECURITY DEPOSIT

5.1 At the time of execution of the Lease Deed, the Developer shall deposit with GIFTCL an amount being equal to the annual Lease Rent as specified in Clause 4.2.1 (hereinafter referred to as the "**Security Deposit**") for the first year, as and by way of a refundable interest free security deposit for due and faithful performance of the terms and conditions of the Lease Deed by the Developer. If the Developer fails to discharge its obligations under the Lease Deed, GIFTCL shall have the right to forfeit the Security Deposit and to take any other action including termination of the Lease Deed.

5.2 On the expiry of the Term of the Lease Deed by efflux of time or on earlier termination thereof as provided in the Lease Deed, GIFTCL shall refund the Security Deposit to the Developer on the Developer vacating

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the Allotted Land and handing over the clear, vacant and peaceful possession thereof after adjusting any outstanding dues to GIFTCL.

6. RIGHTS & OBLIGATIONS OF GIFTCL

6.1 RIGHTS OF GIFTCL

The rights of GIFTCL under this Agreement shall include but not be limited to the following:

- i. To enter upon the Allotted Land after giving prior written notice to the Developer to inspect the progress of the said Sub-Project or for any other purpose.
- ii. To demand from the Developer the Consideration amount for grant of Development Rights in the manner prescribed in this Agreement and the Lease Rent, of the Allotted Land, or any other amount due to payable by the Developer under this Agreement.
- iii. To terminate this Agreement and re-enter upon the Allotted Land in case of material breach of any terms and conditions of this Agreement including Clause 4 herein if the Developer fails to cure the breach within the time specified in the notice period indicated in the notice issued by GIFTCL, in accordance with the provisions hereof.
- iv. To monitor the progress of construction and development periodically and call upon the



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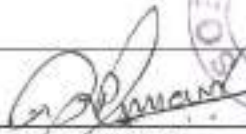




Developer to expedite and speed up the pace of development so as to complete the construction and development of the said Sub-Project within the Construction Period or any extension thereof.

- v. In case of delay in development and construction of the Building of the said Sub-Project on the Allotted Land beyond Construction Period or any extension thereof, GIFTCL shall have the right to terminate this Agreement, to impose penal delay completion charges and shall also have the right to forfeit the amount of Development Rights consideration, as specified in the **Fifth Schedule** hereunder written.
- vi. To demand from the Developer monthly progress report indicating therein activity wise progress of development of the said Sub-Project.
- vii. Notwithstanding anything contained hereinabove, in case the Developer will not be able to develop the said Sub-Project as per the plans approved and sanctioned by Competent Authority, then GIFTCL shall have right to terminate this Agreement and to step in and take over the said Sub-Project and give it to other developer or operate on its own, without assuming any liability of payment of damages or compensation, whatsoever.



	
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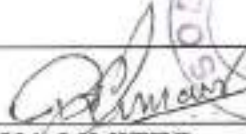


- viii. In case of breach of any of the conditions of this Agreement, GIFTCL shall have the right to terminate this Agreement without any liability of payment of compensation, whatsoever.

6.2 OBLIGATIONS OF GIFTCL

- i. Except as otherwise provided in this Agreement or under Applicable Law, GIFTCL shall not do anything or cause anything to be done during the Term of this Agreement that will interrupt or prevent the Developer from enjoying peaceful use of the Allotted Land for the development of the said Sub-Project.
- ii. GIFTCL shall be liable to make payments of all outgoings, rates, taxes, dues etc. as applicable in respect of the Allotted Land till the date of the execution of this Agreement.
- iii. For the purpose of the development of the said Sub-Project, GIFTCL shall provide Common Infrastructure and the facilities in terms of this Agreement as more particularly set out in the Sixth Schedule Annexure-1.
- iv. GIFTCL shall provide the required City Level Common Infrastructure as more particularly set out in the Sixth Schedule Annexure-2 for the said Sub-Project in conformity with overall approved master plan of GIFT City. The guidelines provided by GIFTCL in this regard will be strictly followed by the Developer. Open and common space outside the Allotted Land shall remain under the control of GIFTCL. However, with the permission of GIFTCL, the Developer may develop the surrounding land of the said Project on non-exclusive use.



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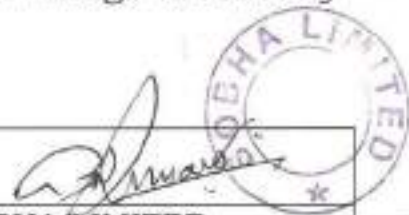


- v. The Common Infrastructure and facilities developed by GIFTCL will be available for use by the Developer and to all other lessees/ developers, occupants, users and visitors of building space in the GIFT City.
- vi. GIFTCL shall provide the copy of the approved Master Plan of GIFT City.
- vii. GIFTCL shall provide Urban Design and Architecture Sheet (UDAS) for detailed design of the said Sub-Project as per GIFT Area DCR which shall be followed by the Developer.
- viii. GIFTCL shall extend requisite assistance to the Developer in seeking required Applicable Permits / Approvals for the construction of the Building of the said Sub-Project on the Allotted Land.
- ix. GIFTCL shall execute the Lease Deed in favour of the Developer after completion of the Building of the said Sub-Project and on receipt of total amount of Consideration towards the Development Rights granted for the said Sub-Project and satisfactory performance of the terms and conditions of this Agreement, by the Developer. All expenses, duties and charges with regard to execution of the Lease Deed shall be paid by the Developer.

7. RIGHTS & OBLIGATIONS OF THE DEVELOPER

7.1 RIGHTS OF THE DEVELOPER

On and from the Effective Date, during the Term and subject to the Developer discharging their obligations under this Agreement, the Developer shall be entitled to do all acts, deeds, matters and things necessary

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for development of the said Sub-Project on the Allotted Land at the costs and expenses of the Developer and shall have the right:

- i. To carry out development, construction, and all other incidental activities on the Allotted Land and development of the said Sub-Project thereon in accordance with this Agreement, the Applicable Laws and Applicable Permits.
- ii. To enter into an agreement or any such arrangement, understandings, allotments, bookings etc. to transfer developed residential units / apartments, built up space or any premises in the said Sub-Project along with assignment or sub lease of proportionate undivided leasehold interest in the Allotted Land for residue period of the lease, in favour of the Transferees/ lessees.
- iii. To undertake all such direct, incidental and ancillary activities in conformity with and permitted under this Agreement, to make all such applications, to seek all such approvals and Applicable Permits for construction of the Building of the said Sub-Project and marketing of all or part thereof in accordance with Applicable Laws.
- iv. To appoint contractors, architects, surveyors, structural engineers and R.C.C. specialists etc. and to prepare building plans in respect to the construction of the Building of the said Sub-Project.



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- v. To commence, carry on and complete construction for the Building of the said Sub-Project or any part thereof, in accordance with the approved master plans and building plans as per applicable GIFT Area DCR and Gujarat State Fire prevention & life safety regulations
- vi. To mortgage the Development Rights granted to the Developer and the Building/ superstructure constructed pursuant thereto for raising money for the development of the said Sub-Project as per the resolutions of the GoG and the Orders passed by the District Collector, Gandhinagar mentioned hereinabove.
- vii. In respect of the Development Rights herein granted, the Developer would be entitled to develop the said Sub-Project in compliance with the terms and conditions of this Agreement and GoG's Government Resolutions (GRs) and Orders of the District Collector, as amended from time to time.
- viii. To enter upon the Allotted Land for the purpose of construction and development of the said Sub-Project as per terms of this Agreement and for no other purpose whatsoever.
- ix. After completion of the construction of the Building of the said Sub-Project, execution of the Lease Deed, and subject to the terms and condition of the GoG's Government Resolutions (GRs) and Orders of the District Collector



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mentioned hereinabove, the Developer may transfer/ sell/ convey/ lease the developed residential units/apartments/ built up space or any premises in the said Sub-Project along with sub lease/ assignment of the undivided proportionate leasehold right in the Leased Land, for the residue period of the lease, in favour of the Transferees of the residential units / apartments, built up space or any premises in the Building of the said Sub-Project or to assign the leasehold rights in the Allotted Land for the residue periods, in favour of the society/ company/ legal entity formed in accordance with this Agreement.

7.2 OBLIGATIONS OF THE DEVELOPER

The Developer hereby covenants with GIFTCL that:

- i. The Developer shall make payment of the Consideration for Development Rights as specified in Clause 4 above to GIFTCL. The Developer shall construct and develop the said Sub-Project only within the Allotted Land. The Developer shall, while making the final drawings for setting up the said Sub-Project, ensure that the overall urban design including aesthetic look of the GIFT City is maintained and shall submit the final drawings to the Competent Authority concerned and obtain their approval through GIFTCL.
- ii. The Developer shall comply with all the statutory provisions including Real Estate (Regulation & Development) Act, 2016, Gujarat

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State of New York
County of New York
In SENATE
January 11, 1890
J. B. RILEY, Secy.

RERA Rules, 2017 (RERA) and the Government of Gujarat's GRs and District Collector's Orders annexed as **Annexures D-I, D-II, D-III, D-IV, D-V** respectively of **Annexure D** of the **Third Schedule** hereunder written vide which the lands including, *inter alia*, the Allotted Land had been transferred to GIFTCL, for development of the said Sub-Project. In the event of any violation, non-compliance or on receipt of a notice from GIFTCL notifying violation or non-compliance of the said provisions, the Developer shall cure such violations without any delay.



iii. The Developer shall construct and develop the said Sub-Project along with associated facilities only on the Allotted Land and the same shall be in consonance with this Agreement and the provisions of GIFT Area DCR.

iv. The Developer shall start the construction of the Building of the said Sub-Project on the Allotted Land after obtaining the Development Permission and the Commencement Certificate from the Competent Authority as per the provisions of GIFT Area Development Control Regulations, Gujarat State Fire & Life Safety Regulations and shall complete the construction of the Building of said Sub-Project on the Allotted Land within the Construction Period as provided in Clause 3.2 of this Agreement and shall obtain Occupancy

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Certificate from the Competent Authority. In case of delay in completion of the construction of said Project Building, penal delay completion charges will be applicable as per the **Fifth Schedule** of this Agreement.

- v. The Developer shall, during Construction Period, facilitate and provide assistance to the duly authorized officer(s)/ representative(s) of GIFTCL at all reasonable times with prior written intimation, to enter upon the said Allotted Land to inspect the progress of development and to ensure that the development activities are being carried out in strict compliance with this Agreement. In case, upon such inspection, it shall appear that any remedial measures are necessary to be taken to properly keep and maintain the Allotted Land, GIFTCL, may then, by notice in writing to the Developer, call upon the Developer to execute such reasonable remedial measures within such period as may be deemed reasonable by GIFTCL in the circumstances, to be specified in such notice. If the Developer fails to undertake or fails to proceed diligently or fails to take such remedial measures within the period specified in the notice, GIFTCL, may, at its sole discretion, without giving any further notice, enter upon the Allotted Land to execute such remedial measures as it may deem fit, at the risk and cost of the Developer.



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- vi. Not to make any excavation other than those essentially required for construction of the Building of the said Sub-Project or associated facilities upon any part of the Allotted Land and not to remove any stone, sand gravel, clay or earth there from except for the purpose of forming foundations of the Building of the said Sub-Project or for the purpose of executing any work in accordance with the terms of this Agreement.
- vii. Not to encroach upon any adjoining land, road, pathway or footpath in any manner whatsoever and the Developer agrees and understands that encroachment of any nature whatsoever shall be deemed to be a breach of this Agreement.
- viii. Subject to the provisions of this Agreement, not to assign its Development Rights in the Allotted Land and transfer of the said Sub-Project to any third party without prior written approval of GIFTCL.
- ix. Not to cause any annoyance or hindrance to the other lessees or developers or occupants or in conducting any activities which will impede the other lessees or developers or occupants and in the event any other lessees or developers or occupants experience or find any difficulty in conducting /their activities connected therewith by the conduct of the Developer or any of its employees, agents, representatives etc. and if the Developer experiences or finds any difficulty in



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conducting its activities by reason of the use by other lessees/ developers or occupants of any buildings or portions thereof in GIFTCL's other lands, the same shall be referred to GIFTCL and any directions and orders issued by GIFTCL in this regard shall be complied by the Developer and other lessees, occupiers and/or developers.

- x. To give full particulars to GIFTCL of any notice, direction, order, or proposal relating to the said Sub-Project given or issued to the Developer by any authority within 15 (fifteen) days of receipt thereof and if so, requested by GIFTCL and without delay take all necessary steps to comply with such notice, direction or order.
- xi. To indemnify and keep GIFTCL indemnified from and against all actions, suits and proceedings and all taxes, duties, penalties, costs, charges, expenses, losses and damages which may be incurred or suffered or caused to or sustained by GIFTCL by reason of any breach, default, contravention, non-observance, non-performance of any of the terms and conditions of this Agreement by the Developer and/or with respect to use of the Allotted Land or the associated facilities and/or any part thereof and/or the development, operation and maintenance of the said Sub-Project and structures constructed/to be constructed on the Allotted Land or of any requirements under Applicable Law to be observed and performed by the



	
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Developer or any breach, default, contravention, non-observance, non-performance by the Developer of any of the terms and conditions of this Agreement resulting in a breach by GIFTCL of the terms of any other agreement provided that the breach or default is not attributable for the reasons, the breach or default of GIFTCL under this Agreement. Provided that the breach is not attributable to or on account of any breach of the obligations of GIFTCL under this Agreement.

- xii. To pay, in respect of the Allotted Land and the Building of the said Sub-Project constructed thereon, all applicable fees, taxes, charges, cess, Lease Rent, ground rent, assessment of municipal, CLM or otherwise and all other levies of whatsoever nature including late fees, fines and penalties as applicable to the Developer during the Term of this Agreement.
- xiii. The Developer shall be solely liable for the payment of all applicable taxes, stamp duty, registration fees etc. with respect to this Agreement, grant of the Development Rights under this Agreement and the subsequent transfer of leasehold rights under the Lease Deed. The Developer shall indemnify and keep indemnified GIFTCL, in respect of any tax, penalty or interest thereon as may be levied by any authority and the legal costs incurred by GIFTCL in the matter thereof at all times hereinafter including pursuant to the transfer of any right, title and interest in the said Sub-Project by the Developer to the Transferees as



	
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well as after expiration or termination of this Agreement.

- xiv. To pay in a regular manner to GIFTCL and/or other agencies Utility Charges for various facilities provided during the Construction Period (viz. construction logistics yard, construction water, construction power, space for labor colony, etc.) and such charges would be as per the policy of GIFTCL which may vary during the Term of this Agreement.
- xv. To pay to GIFTCL and/or other agencies/service provider as per the policy of GIFTCL and/or its subsidiaries, SPV and/or other agencies, connection charges, security deposit, user charges, maintenance charges, service charges, operation and maintenance charges and other fixed charges for use of various common infrastructure facilities (viz. water, power, ICT, district cooling, Sewage, solid waste management, etc.), including Common Infrastructure facilities as may be decided by GIFTCL and/or its SPV, subsidiaries, service provider and agency from time to time.
- xvi. The Developer would abide by the rules & regulations as may be framed by GIFTCL or the Competent Authority for the efficient operation & management and functioning of the township / GIFT City.
- xvii. To promptly intimate in writing and notify GIFTCL and hand over to it any archaeological finds, treasures and precious and semi-precious minerals discovered at the Allotted



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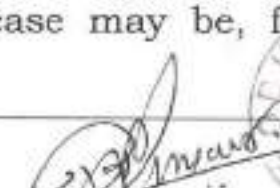




Land by the Developer or its employees, agents and contractors.

- xviii. The Developer and/or anybody corporate maintaining the Building of the said Sub-Project, constructed on the Allotted Land, shall ensure that the rainwater harvesting system is adequately provided for and properly maintained and kept in good working condition.
- xix. The Developer shall not be entitled to assign / transfer the Allotted Land or part thereof or the Development Rights thereon granted for the development of the said Sub-Project, other than as provided in this Agreement.
- xx. Soon after but not later than six months of the completion of the Building of the said Sub-Project on the Allotted Land and issue of occupancy certificate or on transfer of minimum 80% of the space in the said Sub-Project to the Transferees or as may be required by the Applicable Laws at appropriate time the Developer shall cause and facilitate to form a separate legal entity, preferably, a Society or Association of Persons or a Company under the Companies Act, 2013 consisting of owners / occupiers of the residential units, built up space of the said Sub-Project, to take over the common facilities and assets of the said Sub-Project and carry on maintenance of the same as per the standards prescribed by the Competent Authority. In the event of transfer / lease / assignment / convey of the residential units / apartments, built up space or any premises in the said Sub-Project, the Developer shall form a company or society or association, as the case may be, for the

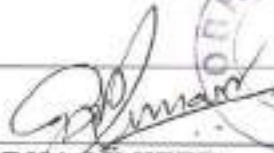


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purpose of operation and maintenance of the said Sub-Project. On and from the date of such transfer, the transferred entity shall be responsible for compliance of all obligations in relation to the Allotted Land, payment of Lease Rent, CLM, taxes, duties, charges etc.

- xxi. Save and except as stated in this Agreement and in accordance with Applicable Laws, the Developer shall neither be entitled to enter into any agreement to transfer/ lease nor to transfer/ lease the Allotted Land or part thereof over which the said Sub-Project will be developed and constructed. The Developer shall make the Transferees of the residential units/ apartments, built up space or any premises aware about the provisions of the Government Resolutions and Collector's Orders herein above mentioned, particularly the usage conditions for the residential units and incorporate the same in transfer deeds executed by the Developer with such buyers / Transferees.
- xxii. The Developer shall handover the Allotted Land to GIFTCL on expiry of the Lease Period unless GIFTCL and the Government of Gujarat (GoG) agrees to grant fresh lease on the terms and conditions acceptable to them.
- xxiii. Make, cause to be made, necessary applications to the Competent Authority with such particulars and details, as may be required for obtaining all Applicable Permits, and obtain such Applicable Permits in conformity with the Applicable Laws.
- xxiv. Not to damage any other infrastructure or any other utility such as roads, green belt and drainages, streetlights, etc. developed by



	
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GIFTCL and/or its SPV, subsidiaries or agency or any other utilities developed and maintained by any other Authorities or a person and, in case of any such damage to undertake the repair and also to pay for any losses that is incurred by GIFTCL or any other Authority or any other person, as the case may be.

- xxv. RMC plant and labour settlement will not be allowed within GIFT City but can be developed adjacent to GIFT City area with prior permission from GIFTCL. The Developer shall comply with all the instructions of GIFTCL for access control to GIFT City from such settlements.
- xxvi. The Developer shall provide proper fire, safety and hazard management facility within the Allotted Land. A first aid room shall be provided during construction and operation of the said Sub-Project.
- xxvii. The Developer shall obtain at its cost such facilities, other than common facilities, on or outside the Allotted Land/ the said Sub-Project, as may be required by it for the purposes of performance of its obligations under this Agreement.
- xxviii. The Developer shall ensure that the development of the said Sub-Project is in strict compliance with the provisions of RERA, GIFT Area DCR and the Government resolutions and the Collector's Order as mentioned hereinabove.



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- xxix. The Developer shall abide and comply with the guidelines for residential projects, in the Building of the Sub-Project, for better experience to the residents. The guidelines for residential project are annexed herewith and marked as Annexure **E** of the **Third Schedule** hereunder written.
- xxx. The Developer shall obtain approval from the Competent Authority for building plans for construction of the Building of the said Sub-Project for which Development Rights are allotted by GIFTCL. After completion of the Building of the said Sub-Project, the Developer shall obtain Occupancy Certificate from the Competent Authority.
- xxxi. To construct the Building of the said Sub-Project in accordance with the building bye laws and applicable rules and regulations of the Competent Authority and no changes of any nature whatever, including construction or installation, whatsoever, in the Building erected shall be made without prior written consent of GIFTCL and/or the Competent Authority, as the case may be and thereafter, the Developer shall not make any alterations or additions thereto unless such alterations and additions shall have the prior approval of GIFTCL and the Competent Authority.

	
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xxxii. Subject to the provisions of this Agreement (save and except in favour of the lenders to the said Sub-Project), not to assign, transfer, charge, create Security Interest or alienate interest in the Development Rights.

xxxiii. To intimate in writing to GIFTCL, within 15 (fifteen) days of any changes made or effected in the corporate structure or the constitution of the Developer.

xxxiv. Upon erection of the Building of the said Sub-Project in accordance with the plans approved, to help and assist GIFTCL or any of its subsidiaries or any agency appointed by it, to connect the sewer line of the Building erected by the Developer to the main sewer line constructed by GIFTCL or any of its subsidiaries or its appointed agencies.

xxxv. To comply with all the provisions of GIFT Area DCR including parking regulations/ parking policy and other general instructions laid down by the Competent Authority and /or GIFTCL from time to time.

xxxvi. The Developer would abide by the rules & regulations as may be framed by GIFTCL or the Competent Authority for the efficient operation, management and functioning of the township of GIFT.



	
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Transferees shall be in consonance with this Agreement and all Applicable Laws. Such agreements shall clearly specify the date of expiry of lease period of the land on which the Building is constructed and land/building use conditions of the GRs and Collectors' Orders. The Developer shall provide the model draft agreements to GIFTCL for its approval and in case of any amendment or modification to such agreements, the same shall be further intimated to GIFTCL. The Developer shall submit a copy of the duly executed agreements with the Transferees to GIFTCL within a period of 30 (thirty) days of the execution thereof. For such transfer, proper stamp duty and registration fees, the applicable premium as per GR and Collector's Order and all other applicable taxes, will be payable.

xlvi. The Developer shall develop the infrastructure associated with the Building of the said Sub-Project constructed on the Allotted Land and integrate them with the infrastructure and facilities developed by GIFTCL.

xlix. The Developer shall plan, design, develop, finance and construct the said Sub-Project as per requisite approvals and shall construct the Building and develop the connected facilities as per the technical specifications, construction standards as may be specified by GIFTCL and the provisions of GIFT Area

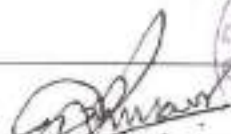
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Development Control Regulations for the GIFT City.

1. The Allotment of Development Rights under this Agreement provides the right to the Developer to develop the said Sub-Project as per this Agreement to Lease and the provision of GIFT Area DCR. It is agreed between the Parties that the development and marketing of the said Sub-Project is the sole responsibility of the Developer for which the Developer shall comply with the rules, regulations, guidelines as are applicable for Real Estate Development. GIFTCL should not be made party to any marketing documents executed/to be executed with prospective Transferees nor GIFTCL shall be liable to any person, agency, firm, company or any other institutions to whom Developer markets the said Sub-Project under various schemes for participation. The Developer shall solely be responsible for all the duties, obligations, debts and liabilities with respect to the development of the said Sub-Project to its lenders and the prospective Transferees in whose favour the Developer has entered into an agreement to transfer the underdeveloped or developed residential units, built-up space or any premises in Buildings / Super structure constructed over the Allotted Land. GIFTCL shall not be liable for any claim arising out of any contract between Developer and their lenders, prospective Transferees and third parties.

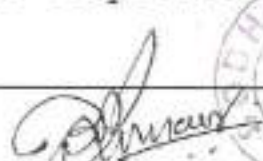


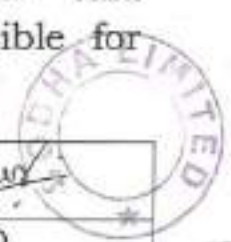
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- li. In the event of any delay of any amount payable by the Developer, under this Agreement, the Developer shall be liable to pay penal simple interest at the rate of 1.5% per month or part thereof on the balance due amount.
- lii. Any change in the management of the Developer shall require prior written approval of GIFTCL.
- liii. The Developer shall plant required number of trees at the designated site, as per the directions of GIFT Urban Development Authority.
- liv. The Developer shall pay premium as per the GR and Collectors Order, to the GIFTCL on transfer of residential units / apartments, built up space or any premises in the said Sub-Project.
- lv. The common spaces on the Allotted Land, outside the building footprint shall be developed and maintained by the Developer or the Society / Association formed for the maintenance of the said Sub-Project, as per Urban Design and Architecture Sheet (UDAS) provided by GIFTCL.
- lvi. The development of the said Sub-Project is the sole responsibility of the Developer and therefore Developer shall be responsible for



	
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compliance of all the rules, regulations, duties, obligations, debts and liabilities with respect to the construction, development and operation and maintenance of the said Sub-Project.

lvii. The Developer, the Transferees / purchasers of the residential units / apartments, built up space or any premises in the said Sub-Project, shall:-

- a. comply with, abide by and adhere to the conditions of the Occupancy Certificate, provisions of GIFT Area Development Control Regulation, the respective conditions of the said GRs and Collector's Order as are applicable to them and the rules and regulations as may be framed by Competent Authority responsible for GIFT City management and town services.
- b. to pay annual CLM charges, lease rent of land, any other taxes/charges due and payable to any authority, service provider or GIFTCL.
- c. not to use the residential units / apartments in the said Sub-Project for any commercial activity and shall not use any built-up space or any premises in the said Sub-Project for manufacturing activity either polluting or non-polluting.
- d. park their vehicles properly in the parking space provided in the said Sub-Project and shall comply with the GIFT Parking Policy as may be applicable from time to time.



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- e. take No Objection Certificate from GIFTCL in case of further / subsequent transfer of the residential units / apartments, built up space or any premises in the said Sub-Project.
- f. Not to carry out any alterations in the building structure or make any changes in the approved building margins, building use, BUA, footprint, parking, common areas and open spaces of the Building of the said Sub-Project, without prior approval of Competent Authority.



8.

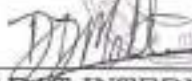
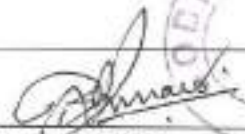
8.1

REPRESENTATIONS AND WARRANTIES

REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

With effect from the Effective Date and during the Term of this Agreement, the Developer represents and warrants to GIFTCL that:

- (a) it is duly authorised and validly existing under the laws of India and has full power and authority to execute this Agreement and perform its obligations under this Agreement and to carry out the transactions contemplated hereby.
- (b) it has taken all necessary corporate and other actions under Applicable Laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement.

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- (c) it has the financial standing and capacity to undertake the said Sub-Project in accordance with the terms of this Agreement.
- (d) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under performance required by any of the terms of its constitution and bye-laws or Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected.
- (e) there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;
- (f) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any Government Authority which may result in any material adverse effect on its ability to perform its obligations under this Agreement



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and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement.

- (g) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Agreement.
- (h) no order has been made and no resolution has been passed for the winding up or dissolution of the Developer or for a provisional liquidator to be appointed in respect of the Developer and no petition has been presented and no meeting has been convened for the purpose of winding up or dissolution of the Developer. No administrator or receiver has been appointed in respect of the Developer or all or any of its assets. The Developer is not insolvent or unable to pay its debts as they fall due.
- (i) no representation or warranty by it contained herein or in any other document furnished by it to GIFTCL or to any Government Authority in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty enforceable in law; and



	
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- (j) no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the grant of Development Rights in respect of the Allotted Land for the development of the said Sub-Project or entering into this Agreement or for influencing or attempting to influence any officer or employee of GIFTCL in connection therewith.

8.2 REPRESENTATIONS AND WARRANTIES OF GIFTCL

GIFTCL represents and warrants to the Developer that:

- (a) it has full power and authority to execute this Agreement and to allow the Developer to develop the said Sub-Project on the Allotted Land subject to fulfillment of the terms and conditions of this Agreement by the Developer.
- (b) there are no actions, suits or proceedings pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the default or breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform its obligations under this Agreement.
- (c) it has not entered into any other agreement, contract, transaction, arrangement or understanding in relation to the Allotted Land or part thereof with any third party.



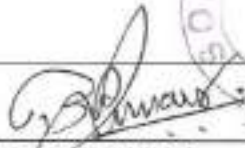
	
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- (d) the Allotted Land is free from any encumbrance, mortgage, charge or lien and, it shall not create any charge, mortgage, or third party interest in respect of the Allotted Land in favour of any other person.
- (e) it will endeavour to make available the necessary Common Infrastructure and facilities as more particularly set out in Schedule-6, Annexure-1, within the mutually agreed period with the Developer and in any case before completion of the construction of the Building.
- (f) it has taken all necessary action under the Applicable Laws to authorise the execution, delivery and performance of this Agreement.
- (g) it has the financial standing and capacity to perform its obligations under the Agreement.
- (h) this Agreement constitutes a legal, valid and binding obligation enforceable in accordance with the terms hereof.
- (i) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Authority which may result in any material adverse effect on GIFTCL's ability to perform its obligations under this Agreement.



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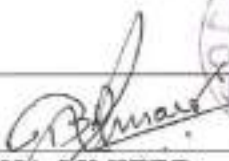




9. RIGHT TO MORTGAGE, CHARGE, NOVATE ETC.

- 9.1 The Developer for the Development of the said Sub-Project is entitled to mortgage its Development Rights and project assets subject to terms of this Agreement in favour of the lenders to the said Sub-Project for raising money for the Development of the said Sub-Project subject to the terms of GRs and the Orders of the District Collector, Gandhinagar or any amendment made thereof in future.
- 9.2 Any mortgage deed executed by the Developer in favour of its lenders shall be in conformity with the aforesaid GRs, Orders of the District Collector, Gandhinagar and the provisions of this Agreement. It shall be mandatory on the part of the Developer to submit the deed of mortgage/ associated document to GIFTCL, upon its execution. In no case the mortgage property will be sold to a third party for use other than the one provided in the Agreement. The Developer shall ensure that the said mortgage deed/document/s shall incorporate provisions to the effect that in the event of any conflict between the provisions of this Agreement and the said document/s, the provisions of the aforesaid GRs and orders of District Collector and this Agreement shall prevail. Moreover, the Developer shall ensure that this Agreement is attached as an Annexure to any said document and the subsequent Mortgagee/charge holder shall be deemed to have notice of this Agreement.



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- 9.3 Save and except as stated herein, the Developer shall not create any Security Interest with respect to its rights under this Agreement or any part thereof in favour of any Person without the prior written consent of GIFTCL.

10. CONFIDENTIAL INFORMATION

The Parties shall not either during the Term of this Agreement or thereafter, directly or indirectly disclose to any other person any of the terms, conditions and provisions mentioned herein, any details, information or documents relating or incidental to this Agreement, or any communication and/or information whether written, visual or oral and all other material supplied to or obtained by the Developer from GIFTCL during the Term of this Agreement or thereafter. The Parties agree and undertake to treat all such terms, conditions, provisions, details, information and documents as secret and confidential, unless such Party is required to make a disclosure under the provisions of any law or the information which is available in public domain or to its employees, directors, representatives, the consultants, the advisors, the contractors, financiers/ bankers for the purposes of construction and development of the said Sub-Project on the Allotted Land. In the event the Developer is required to disclose the confidential information as provided herein, it shall, before making the disclosure, seek the approval of GIFTCL and shall ensure that the person to whom such



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disclosure is made shall keep such information confidential.

11. **FORCE MAJEURE**

11.1 Neither Party shall be liable to the other Party or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of its own obligations in relation to the Agreement, if the delay or failure is due to any Force Majeure.

11.2 For the purpose of this Agreement, "**Force Majeure**" is any event occurring due to Act of God, war, war like conditions, blockades, embargoes, insurrection, Governmental directions and intervention of defence authorities or any other agencies of government, fire, flood, earthquake, riot, strikes, storm, volcanic eruptions, typhoons, hurricanes, tidal waves, landslides, lightning explosions, whirlwind, cyclone, tsunami, plagues or other epidemic quarantine, acts of war, acts of terrorism or sabotage, destruction of the structure and/or infrastructure, prolonged failure of energy, revocation of approvals, no objections, consents, licenses granted by the government, change of laws, action and / or order by statutory and/or Government Authority, acquisition, requisition or dispossession of the land or any part thereof, third party action or governmental or other authority or any other act of commission or omission or cause beyond the control of the party affected thereby.



	
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11.3 The Parties hereby agree and undertake that this Agreement shall be correspondingly extended for the period the Force Majeure event(s) continues to fulfill their respective obligations and the other Party shall not claim any damages or lodge any other claim in respect of loss incurred by reason of delay.

11.4 In order for a Party taking benefit of the provisions of Force Majeure, the Party claiming Force Majeure relief shall:

- (i) Give immediately notice to the other Party of the event said to constitute Force Majeure, and the obligations of which, performance shall be delayed, reduced, or prevented thereby, and as soon as practicable provide information about the circumstances of such event, in as much detail as is then reasonably available, and the steps and time believed necessary to mitigate and remedy the Force Majeure situation;
- (ii) Supplement and update the above notices on a weekly basis during such claimed Force Majeure period;
- (iii) Give or procure access, at the request, expense, and risk of the other Party and at reasonable times for a reasonable number of the other Party's representatives, to examine the scene of the event which gave rise to the Force Majeure claim; and
- (iv) Proceed with diligence and at its own expense to take such steps as would be taken in accordance with prudent utility practice to



	
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mitigate and remedy the failure as soon as possible.

11.5 Prior to resumption of normal performance, the Parties shall continue to perform their obligations pursuant to this Agreement, to the extent not prevented by such Force Majeure event. Within 3 (three) days starting on the day the Force Majeure event ends, the affected Party shall notify the other Party in writing that the Force Majeure event has ended and that it shall resume performance of its obligations under this Agreement.

11.6 Either Party may terminate this Agreement after giving the other Party a prior notice of 30 (thirty) days in writing in the event Force Majeure continues for a period beyond 6 (six) months. In such event of termination, the applicable provisions of clause 14 (Effect of Termination) of this Agreement shall be applied.

12. EVENTS OF DEFAULT

The happening of any of the following events shall be an event of default ("**Event of Default**") under this Agreement:

Failure on the part of the Developer to pay GIFTCL, the Consideration for grant of Development Right as specified in Clause 4 in accordance with the provisions of this Agreement, whereby such Consideration is in arrears for a period of 60 (sixty)

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days whether the same shall have been legally demanded or not.

Any violation or non compliance by the Developer or any of its Transferee, of terms and conditions of the Government of Gujarat's GR's and Orders of the District Collector (*as specifically mentioned in the recitals*) through which the Allotted Land has been transferred by the Government of Gujarat to GIFTCL.

The Developer using or permitting or causing the use of the Allotted Land for purposes other than those as contemplated by this Agreement;

The Developer doing or permitting to be done any act, matter, deed or thing in violation of Applicable Law;

The Developer mortgaging, assigning or otherwise creating charge over its Development Rights in favour of any third party, (save and except in favour of the lenders) otherwise than in accordance with the provisions of this Agreement;

Any breach, default, contravention, non-observance, non-performance of any of the terms and conditions of this Agreement by the Developer or of any Applicable Law or this Agreement which has material impact on completion of the construction and development of the said Sub-Project and the Developer fails to remedy within the Cure Period;



	
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The Developer fails to develop the said Sub-Project in terms of its Proposal and/ or the plans approved and sanctioned by GIFTCL/ Competent Authority;

Any breach, default, contravention, non-observance, non-performance of any of the terms and conditions, of this Agreement, GRs and Collector Orders or of any Applicable Law, by the Developer.

The Developer abandons or manifests the intention to abandon the development of the said Sub-Project without prior written consent of GIFTCL.

The Developer repudiates this Agreement or otherwise takes any action or evidences or conveys an intention not to perform by this Agreement.

Change in Management Control of the Developer which according to GIFTCL may have material adverse effect towards the completion of the Building and/or development of the said Sub-Project.

Failure of the Developer to complete the construction of the Building of the said Sub-Project in accordance with the terms of this Agreement.

The Developer committing a default under any financing documents which has not been remedied within the Cure Period permitted thereunder and which has material adverse effect on the said Sub-Project.



	
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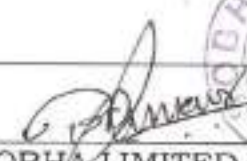
The Developer novates and /or assigns the Development rights granted under this Agreement to any third party without any prior written approval from GIFTCL, or

In case the Developer fails to submit the plans, elevations, sections, specifications and details of the Building of the said Sub-Project agreed to be erected on the Allotted Land, to the Competent Authority and to complete the construction of the Building of the said Sub-Project within the time prescribed, unless permitted otherwise by GIFTCL.

13. DEVELOPER'S DEFAULT, CURE PERIOD, BREACH AND TERMINATION

13.1 Save as otherwise provided in this Agreement, if any Events of Default as specified above shall have occurred, unless such Event of Default has occurred solely as a result of any breach of this Agreement by GIFTCL, the Developer shall be deemed to be in default of this Agreement and GIFTCL shall by a notice in writing ("**Default Notice**") specify in reasonable detail the Event of Default to which such notice relates and call upon the Developer to cure or remedy the default within a period of 60 (Sixty) days or such other extended time as GIFTCL may specify, from the date of receipt of the Default Notice ("**Cure Period**").

13.2 Without prejudice to any other rights or remedies which GIFTCL may have under this Agreement, if the Event of Default has not been cured within the Cure

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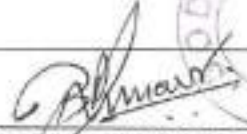
Period, GIFTCL shall be entitled to terminate this Agreement by issuing a termination notice to the Developer; provided that before issuing the termination notice, GIFTCL shall by a notice inform the Developer of its intention to issue such termination notice and grant 30 (thirty) days to the Developer to make a representation, and if not satisfied, shall issue the termination notice.

- 13.3 Failure of the Developer to cure or remedy the Event of Default within the Cure Period shall constitute a breach of this Agreement giving GIFTCL a right to terminate this Agreement.

14. EFFECT OF TERMINATION

Upon termination of this Agreement as per the terms and conditions given under in this Agreement, all the rights granted herein shall stand revoked subject to third party rights already created in accordance with this Agreement. GIFTCL/ lenders shall be entitled to appoint a substitute entity and take consequential steps in accordance with this Agreement. The Developer shall thereupon remove materials, stores, implements lying in the Allotted Land area and vacate the Allotted Land (completely or partially developed, if any), within 60 (sixty) days from the date of termination, failing which GIFTCL shall have a right to enter upon the Allotted Land and the construction thereon. Upon termination of this Agreement. GIFTCL shall have right to devolve all the rights on the Allotted Land to any other third party/



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Upon termination of this Agreement as per the terms and conditions given under this Agreement, GIFTCL shall be entitled to and exercise step in rights in full or part and appoint a substitute entity in respect of the said Sub-Project in consultation with lenders ("Substitute Entity").

In the event the Developer has committed a default under the financing agreements executed in favour of the lenders by the Developer, the lenders to the said Sub-Project or any component thereof shall be entitled to exercise step in rights and appoint a Substitute Entity with prior consent of GIFTCL for the said Sub-Project.

The Substitute Entity shall take over the said Sub-Project at the market value as assessed by an independent valuer acceptable both to GIFTCL and the lenders or the value determined by auction, as the case may be.

Out of the proceeds received from the Substitute Entity, the lenders dues shall be paid in priority. After adjusting such dues, penalties and any other administrative and incidental expenses the balance amount, if any shall be paid to the Developer.

 	 
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The Development Rights shall be novated in favour of the Substitute Entity appointed by GIFTCL and / or the lenders. The Developer shall thereupon remove materials, stores, implements lying on the Allotted Land and vacate the Allotted Land within 45 (Forty Five) days therefrom, failing which GIFTCL shall have a right to dispose them at the risk and cost of the Developer without paying any compensation by GIFTCL to the Developer.

The Substitute Entity/ transferee shall be liable to pay the applicable stamp duty, registration charges, premium (as per GR and Collector's order) and such other cost and charges, levies, taxes, cess etc. as may be applicable, with respect to the transfer of rights in the Allotted Land and the assets thereon.

Notwithstanding anything contained hereinabove, in case the Developer will not be able or fails to develop or abandons the said Sub-Project in breach of the terms of this Agreement, or otherwise, then GIFTCL shall have right to terminate this Agreement and to step in and take over the said Sub-Project and give it to other agency or operate on its own, without any liability of payment of damages or compensation, whatsoever.

15. RESOLUTION OF DISPUTES

15.1 If any dispute or difference of any kind whatsoever (a "**Dispute**") shall arise out of or in connection with this Agreement between the Parties, the Parties shall attempt, for a period of 30 (thirty) days after the

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receipt by one Party of a notice from the other Party of the existence of the Dispute or difference, to settle such Dispute in the first instance amicably by mutual discussions between the Parties. If the Dispute cannot be settled within 30 (thirty) days by mutual discussions, the Dispute shall finally be settled by arbitration in accordance with Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force.

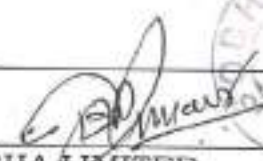
15.2 All arbitration proceedings shall be conducted in the English language. For the purpose of such arbitration, there shall be three arbitrators (the **"Arbitral Tribunal"**) appointed in the following manner:

- (i) One arbitrator shall be appointed by the GIFTCL;
- (ii) One arbitrator shall be appointed by the Developer; and
- (iii) The two arbitrators so appointed shall jointly appoint the third arbitrator who will be the Presiding arbitrator.

15.3 The award of the Arbitral Tribunal shall be final and binding on the Parties and shall not be questioned or challenged by either of them.

15.4 Arbitration shall be held at Gandhinagar, Gujarat and Courts at Gandhinagar, Gujarat alone shall have exclusive jurisdiction to entertain and deal with the matter arising there from. Each Party shall co-operate in good faith to expedite, to the maximum



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extent practicable, the conduct of any arbitral proceedings commenced under this Agreement.

- 15.5 The Parties shall bear their own costs and expenses of the arbitration proceedings and equally share fees of the Arbitral Tribunal and any other expenses thereof.

16. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of India. The courts at Gandhinagar, Gujarat shall have exclusive jurisdiction in all matters pertaining, relating or incidental to this Agreement.

17. LIABILITY FOR INSPECTION OF DOCUMENTS

Except to the extent expressly provided in this Agreement, no review, comment or inspection by GIFTCL of any document submitted by the Developer nor any observation or inspection of any document hereunder shall relieve or absolve the Developer from discharging its obligations, duties and liabilities under this Agreement, the Applicable Laws and Applicable Permits unless such action or obligation of GIFTCL prevents the Developer to discharge its obligation.

18. NOTICES

All notices to be given or made under this Agreement shall be in English language and in writing and delivered personally or sent by pre-paid

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post or by telefax or by courier in the following manner:

GIFTCL

Attn.: Managing Director & Group CEO
Address: **GUJARAT INTERNATIONAL FINANCE
TEC-CITY COMPANY LIMITED**
EPS - Building no. 49A,
Block 49, Zone 04, Gyan Marg,
GIFT City, Gandhinagar - 382355

THE DEVELOPER

Attn.: Managing Director
Address: **SOBHA LIMITED**
SOBHA", Sarjapur - Marathahalli Outer
Ring Road, Bellandur Post, Bangalore
560103, Karnataka, India
Fax No.: +91-80-49320444.

Such notices and other communication duly given shall be deemed to be effective if given by personal delivery or sent by registered post AD or if transmitted by facsimile, or if sent by certified or registered mail. Any change in the address of any Party shall be communicated to the other Party forthwith.

19. EXPENSES

All expenses, stamp duties and registration charges with regard to execution of this Agreement shall be paid by the Developer alone.

 GUJARAT INTERNATIONAL FINANCE TEC-CITY COMPANY LIMITED	 SOBHA LIMITED
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However, each Party hereto shall bear and pay the fees, costs and expenses of their respective legal advisors incurred in connection with the execution of this Agreement.

20. COUNTERPARTS

This Agreement is executed in two counter parts (original will be retained by GIFTCL and the duplicate will be handed over to the Developer), each of which shall constitute an original of this Agreement.

21. MISCELLANEOUS

21.1 Each of the rights of GIFTCL under this Agreement are independent, cumulative and without prejudice to all other rights available to it, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of GIFTCL, whether under this Agreement or otherwise.

21.2 Any delay tolerated or indulgence shown by GIFTCL in enforcing the terms, conditions, covenants, agreements, stipulations and/or provisions, herein mentioned, or any forbearance or extending any time periods set out under this Agreement, shall not be treated or construed as a waiver on the part of GIFTCL of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions mentioned herein by the Developer, nor shall the same in any manner prejudice the rights and interests of GIFTCL.



	
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- 21.3 No waiver of any breach of any provision of this Agreement shall construe to be waiver of similar breach and no waiver shall be effective unless made in writing and signed by an authorized representative of GIFTCL.
- 21.4 No amendment of this Agreement shall be binding on either Party unless such amendment is in writing and signed by both Parties.
- 21.5 If any provision of this Agreement is declared invalid, unenforceable or prohibited by a Court of Law, the remainder of this Agreement shall continue to be valid, enforceable and binding on the Parties.
- 21.6 Except as otherwise agreed between the Parties, this Agreement together with Schedules and Annexure constitutes the entire agreement of the Parties as to its subject matter and supersedes any other previous understanding or agreement.
- 21.7 Notwithstanding any other provision to the contrary herein under this Agreement; terms which by their nature survive termination or expiration of this Agreement shall continue to be binding on the Parties following any expiration or termination of this Agreement. Such terms shall include, but not limited to Clause 14 (*Effect of Termination*), Clause 15 (*Resolution of Disputes*), Clause 16 (*Governing Law and Jurisdiction*) and Clause 18 (*Notices*) of this Agreement.
- 21.8 It being agreed and understood that the relationship between the Parties under this Agreement to Lease is on "Principal to Principal basis". Nothing contained herein shall be deemed or construed by and between the Parties, as creating or intending to create a



 GUJARAT INTERNATIONAL FINANCE TEC-CITY COMPANY LIMITED	 SOBHA LIMITED
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SEAL OF THE SUPREME COURT

relationship of a partnership or a joint venture or an association of persons or an owner and an agent.

**THE FIRST SCHEDULE HEREINABOVE
REFERRED TO**

(Description of the "Allotted Land")

All that piece and parcel of land admeasuring 5441 Sq. mtrs. or thereabout in Non SEZ area of GIFT City, forming part of the land bearing New Survey No.316 (Old Survey No. 2) situate, lying and being at Village - Pirojpur, Taluka & District - Gandhinagar, Gujarat and being part of Block No. 41 (Building Footprint 41 C & 41 D), Zone-04, GIFT City, Gandhinagar, Gujarat and the same is bounded as under: -

On or towards East by : GIFT City Boundary
On or towards West by : Road 4A
On or towards North by : Building Nos. 41G & H
: Sangath IPL)
On or towards South by : Building Nos. 41A & B (SBI)

and is delineated by boundary lines in MAP-2 as annexed hereto as **Annexure-B** of the **Second Schedule** respectively hereunder written of this Agreement.

**THE SECOND SCHEDULE HEREINABOVE REFERRED
TO**

(Annexures of Maps within GIFT)

ANNEXURE-A

MAP-1 - (GIFT Land Use Plan)
(The Map of GIFT land use plan is enclosed)

ANNEXURE-B

MAP-2 - (Allotted Land)
(The Map of Allotted Land is enclosed)

 GUJARAT INTERNATIONAL FINANCE TEC-CITY COMPANY LIMITED	 SOBHA LIMITED
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**THE THIRD SCHEDULE HEREINABOVE
REFERRED TO**

(Annexures of Copies of various papers and
documents)

ANNEXURE-A (Colly)

(A copy of the Provisional Letter of Allotment dated 21-03-2018 as A1, Letter of Allotment#1 (LOA#1) dated 01-01-2019 as A2, Addendum No. 2 to PLOA dated 09-07-2020 as A3 and Letter of Allotment#2 (LOA#2) dated 29-04-2021 as A4 are enclosed)

ANNEXURE-B

(Description of the **"Environment Clearance
obtained by GIFTCL"**)

(A copy of the Environment Clearance dated 19th June
2021 is enclosed)

ANNEXURE-C

(Description of the **"Height Clearance obtained by
GIFTCL"**)

(A copy of the Height Clearance dated 28-02-2018 is
enclosed)

ANNEXURE-D (Colly)

(D-I to D-V)

(Copies of Government Resolutions and Order of
District Collector)

*(Copies of the Govt. Resolutions and the Collector's
Orders are enclosed)*



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ANNEXURE-E*(Guidelines for Residential Projects is enclosed)***THE FOURTH SCHEDULE HEREINABOVE
REFERRED TO***(Description of the payment terms of the Development
Rights)***Payment Schedule:**

Sr. No.	Payment towards Development Rights (%)	Payment Period
1	Rs. 2,84,34,200/- (Rupees Two Crores Eighty Four Lacs Thirty Four Thousand and Two Hundred Only), being 10% of the present consideration towards Development Rights as per this LOA # 2	Paid
2	Rs. 4,26,51,300/- (Rupees Four Crores Twenty Six Lacs Fifty One Thousand Three Hundred Only), being 15% of the present consideration towards Development Rights as per this LOA # 2	Paid
3	Rs. 1,70,60,520/- (Rupees One Crore Seventy Lacs Sixty Thousand Five Hundred Twenty Only), being 6% of the present consideration towards Development Rights as per this LOA # 2	Paid
4	Rs. 1,70,60,520/- (Rupees One Crore Seventy Lacs Sixty Thousand Five Hundred Twenty Only), being 6% of the present consideration towards Development Rights as per this LOA # 2	Paid

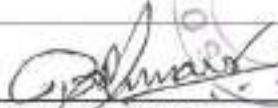


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5	Rs. 1,99,03,940/- (Rupees One Crore Ninety Nine Lacs Three Thousand Nine Hundred and Forty Only), being 7% of the present consideration towards Development Rights as per this LOA # 2.	Paid
6	Rs. 1,99,03,940/- (Rupees One Crore Ninety Nine Lacs Three Thousand Nine Hundred and Forty Only), being 7% of the present consideration towards Development Rights as per this LOA # 2.	Within 42 calendar months from date of issue of PLOA dated March 21, 2018
7	Rs. 1,99,03,940/- (Rupees One Crore Ninety Nine Lacs Three Thousand Nine Hundred and Forty Only), being 7% of the present consideration towards Development Rights as per this LOA # 2.	Within 48 calendar months from date of issue of PLOA dated March 21, 2018
8	Rs. 1,99,03,940/- (Rupees One Crore Ninety Nine Lacs Three Thousand Nine Hundred and Forty Only), being 7% of the present consideration towards Development Rights as per this LOA # 2.	Within 54 calendar months from date of issue of PLOA dated March 21, 2018



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9	Rs. 9,95,19,700/- (Rupees Nine Crores Ninety Five Lacs Nineteen Thousand Seven Hundred Only), being 35% of the present consideration towards Development Rights as per this LOA # 2.	Within 60 calendar months from date of issue of PLOA dated March 21, 2018 or submission of application for Occupancy Certificate, whichever is earlier.
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Note:

- (i) All taxes including Stamp Duty, Registration Charges and other applicable duties, levies, cess, charges etc. shall be payable by the Developer.
- (ii) In case of early completion of the Development of the said Sub-Project, the entire payment towards consideration of the Development Rights shall be made before the submission of application for the Completion Certificate for the entire Sub-Project.
- (iii) Lease Deed will be executed only after receipt of Completion Certificate and on receipt of entire payment towards the Development Rights for the Sub-Project.
- (iv) In case the payment for Development Rights is not made within the respective payment period as mentioned in the above schedule, an interest @ 1.5% per month on due amount will be charged till the date of payment.



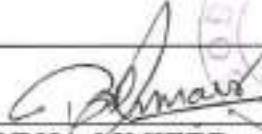
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**THE FIFTH SCHEDULE HEREINABOVE
REFERRED TO
(Description of the "Penal Delay Completion
Charges" as recited in clause 6.1(vi) above)**

1. The Developer shall start the construction of the Residential Building of the said Sub-Project after obtaining the Development Permission and the Commencement Certificate from the Competent Authority as per the provisions of GIFT Area Development Control Regulations.
2. The Developer has to complete the construction of Building and related facilities using the allotted Development Rights (DR) on or before March 21, 2023. Extension of this period will be allowed only in exceptional cases, on valid reasons but on payment of penal delay completion charges at following rates:

- Up to 6 months on payment of 10% of the allotted cost of DR.
- Over 6 months and up to 1 year, on payment of 15% of the allotted cost of DR.
- Over 1 year and up to 18 months, on payment of 20% of allotted cost of DR.
- Over 18 months and up to 24 months, on payment of 25% of allotted cost of DR.

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- Delay of over 2 years – In such cases, GIFTCL would have the right to terminate the Agreement and forfeit the Development Rights. Also the money paid by the Developer will be forfeited.

**THE SIXTH SCHEDULE HEREINABOVE
REFERRED TO
(Description of the infrastructure)**

**ANNEXURE-1
(Common Infrastructure)
Infrastructure Provision**

The Developer of said Sub-Project would adhere to the requirements as laid in the GIFT Area Development Control Regulations (GIFT Area DCR). GIFTCL will provide / arrange to provide the following infrastructure close to the building line:

1. Road Connectivity

- a. The main access to the package would be provided from the road network as per Urban Design and Architectural Sheet (UDAS).

2. Water Supply

- a. Treated water from the Water Treatment Plant (WTP) will be supplied at a specified location near the building.
- b. GIFTCL will provide treated water for all purposes as per IS 10500 - 1991.
- c. The responsibility of tertiary treatment before distribution within the building such as ultraviolet (UV) or any other specific



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alternative remains with the Developer so that water is potable at all taps.

- d. In addition to the tertiary treatment, developer is also responsible for online water quality monitoring sensors (as per GIFT's standards) in the building premises, after tertiary treatment, before supplying the water to any consumer of the building.
- e. Developer has to provide Motorized valve in water inlet from GIFT which should operate according to the level of UG Tank and control by developer's BMS. This should automatically open and close based on tank level and prevent any overflow from the tank. To control the same, tank shall be equipped with Ultrasonic/Radar Level transmitter, level switch (Hard wired with Motorized Inlet valve) and Mechanical protection (Overflow protection). The Procurement & Installation of Motorized butterfly Valve, Level Transmitter & Level Switch will be in Developers scope. Along with that the signals of the UG Tank Level transmitter, Level switch and Motorized valve Open/Close feedback shall be connected to GIFTCL SCADA network through developers BMS for monitoring purpose only.
- f. The developer / user shall be responsible to pay the applicable charges namely security deposit and connection charges.

3. Sewerage Collection

- a. Sewerage network will be available close to the building line. The developer will arrange to connect the building sewerage system to GIFT Area level sewerage network as specified.



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4. Storm Water Drainage and Rainwater Harvesting Network

- a. Surface water drainage for building shall be integrated with the drainage network of GIFT Area. The developer will arrange to connect the building's stormwater system to GIFT Area level stormwater network as specified.

5. Heating, Ventilation & Air-Conditioning (HVAC) System

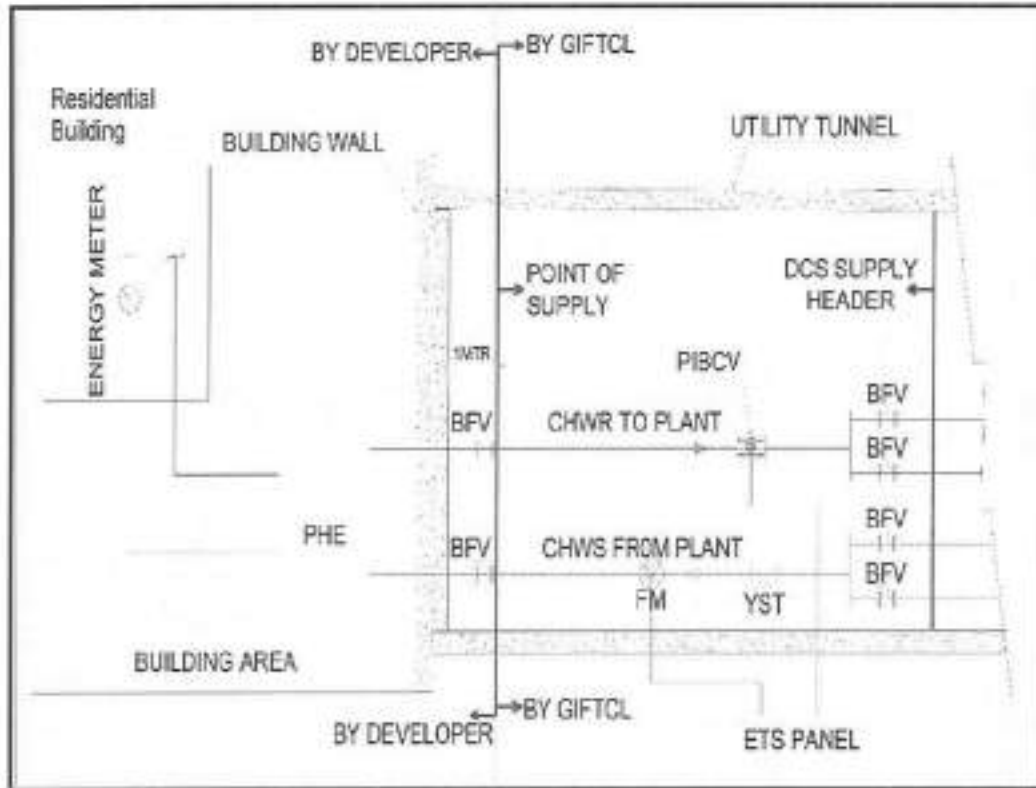
- a. The design of the cooling system for the building will be in conformity with the inlet and outlet temperatures of the chilled water from the District Cooling Plant.
- b. The temperatures in Primary and Secondary circuits would be:
 - i. Primary (To be provided from DCS) Circuit:
 1. Supply Temp. shall be $5 \pm 0.5^{\circ} \text{C}$
 2. Return Temp. shall be $14 \pm 0.5^{\circ} \text{C}$
 - ii. Secondary (To be provided by Developer) Circuit:
 1. Supply Temp. shall be $6 \pm 0.5^{\circ} \text{C}$ to $8 \pm 0.5^{\circ} \text{C}$
 2. Return Temp. shall be $15 \pm 0.5^{\circ} \text{C}$
- c. The Developer / end user shall pay all applicable charges such as connection charges and security deposit.
- d. The Battery limit or Point of Supply shall be point where the scope of GIFTCL ends and the scope of the Developer starts.



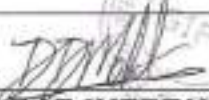
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Residential Building Battery limit for DCS Connection



- e. In case when the DCS service is laid through the utility tunnel, the Point of Supply shall be located approximately one meter away from penetrating wall where the DCS services will enter the building.
- f. At point of supply, the DCS pipes shall be made available duly provided with isolation valves and double flange dead connection for further connection by the developer to the building.
- g. Any additional / special requirement of DCS service in the building other than the regular DCS connection, may be considered subject to

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the technical feasibility and availability of the spare capacity. The developer will bear the entire cost of the establishing such additional DCS services.

- h. For other terms and conditions to establish a successful DCS service connection please refer to latest 'DCS Ready Reckoner'.

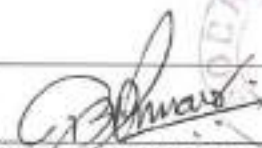
6. Power

- a. Power will be supplied at LT level (415 V) from the nearby centralized substation to the residential building envelope by GIFTCL or its subsidiary company, in case of individual consumer load up to 100 KW
- b. In case of consumer load above 100KVA, then 33kV HT connection shall be provided. Thus all the necessary equipment for the HT connection shall be developed by the developer.
- c. The requisite connection charges as per the Gujarat Electricity Regulatory Commission (GERC) notification for developing network from substation to building envelope shall be paid by Developer.
- d. The developer / user shall be responsible to pay the applicable service connection charges with applicable security deposit.

7. Solid Waste Management Facility

- a. The Solid Waste Management System shall be in conformity with the Automated Waste Collection (AWC) system of GIFT City by the Developer.
- b. In the interim period arrangements to be made for conventional collection and disposal system for which necessary facilities to be created at each building by the developer.



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- c. The developer / user shall be responsible to pay the applicable charges namely security deposit and connection charges.
- d. The developer should adhere to the revised approved policy of AWCS system and the charges will be levied accordingly which is effective from 1st April 2021.

8. ICT:

- a. ICT Duct will be provided up to Telco room in the building by GIFTCL / Service Provider.
- b. Optic fiber connectivity up to the Telecom room will be provided by GIFTCL / service provider.
- c. Telecommunication / ICT / CATV services will be provided by the Telecom Service Provider.

- 
9. During construction period temporary power, water and access to the package will be made available by GIFT if possible. However, the required charges for power and water will be paid by the Developer. Developer is responsible for making one day storage construction water requirement

ANNEXURE-2
(Building Level Infrastructure)

• Infrastructure/Facilities to be provided by the Developer

All the utilities, infrastructure, facilities within the building envelope will be developed by the Developer confirming to GIFT Area DCR, UDAS and guidelines issued by GIFTCL from time to time. Some of the specific requirements are given as under:

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1. Power

- a. Developer is responsible to develop complete electrical infrastructure of building from his point of supply to the unit holder/ transferee/ occupier point of supply.
- b. Main LT panels, meter panels, shall be installed within the building by the developer for all the individual consumer load upto 100KW.
- c. In case of consumer load above 100KVA, then 33kV HT connection shall be provided. Thus all the necessary equipment for the HT connection shall be developed by the developer.
- d. The Emergency backup power will be the responsibility of the Developer.
On the request and at the cost of various developers, GIFTCL or its subsidiary company will develop emergency backup supply system at a centralized location.
- e. GIFTCL shall do necessary arrangement for metering and billing of energy consumption of each consumer/building as per tariff.
- f. Developer shall be solely responsible for O&M of electrical infrastructure of building from his point of supply to the unit holder/ transferee/ occupier point of supply. In case of any fault in tariff meter or tariff metering equipment shall be resolved by GIFTCL.
- g. The electrical works should be adhered to GIFTCL guidelines and electrical Ready Reckoner.

2. Public Health Engineering (PHE)

The Public Health Engineering (PHE) shall comprise of the following:

- i. Water Supply System- Water Supply & Distribution System is efficiently designed to

 GUJARAT INTERNATIONAL FINANCE TEC-CITY COMPANY LIMITED	 SOBHA LIMITED
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cater the various water needs such as drinking, flushing, landscaping, etc.

- ii. Sewerage System- Double stack system i.e. separate pipe for soil and waste is to be designed. In shafts, it is advised to use two pipe systems with a vent as primary ventilation. Sewerage system is to be designed for minimum 3 times the average flow flowing half full in case of lateral sewer and flowing 2/3 full in case of Main Sewers and consideration as per Manual on Sewerage and Sewage Treatment (By Ministry of Urban Development) – Latest Edition. Manning's formula is to be used for sizing the sewer network.
- iii. Storm Water System- The system is to be designed on the basis of standard criteria as stipulated in the "Manual for sewerage & Treatment" published by the Central Public Health & Environmental Engineering Organization (CPHEEO) – Latest Edition, NBC-2016, SP-35(S&T) – Latest Edition and other proven National & International practices on the subject.
- iv. Irrigation System- In order to grow and maintain the landscape planned in this building, proper irrigation system to be planned and designed. This system to be operate on hydro pneumatic pumping system or any suitable system, planned as zones, so that the water is distributed and available at equal proportion to all the area in and around the building.

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- v. AWCS System (Solid Waste Management)
Provision of shaft exclusively for collection of solid waste with AWCS (Automatic waste collection system) is to be made. The collected solid waste from each floor will be brought down to garbage room through two chutes provided at every floor. From the garbage room, it will be connected to network of main AWCS pipeline which is running through utility tunnel.
GIFTCL's scope is limited to the utility tunnel end. However, GIFT will facilitate AWCS connection in the developer's premises but the cost of all the required AWCS infrastructure from tunnel end to developer's premises shall be borne by respective developer as a part of connection charges only.

Chutes:

Two chutes as per design should be provided within the building which shall be dedicated separately for Organic and Inorganic waste. The chutes should be weatherproof and made from stainless steel. Internal Sanitation system with disinfectant spray should be provided for cleaning the chutes which is further controlled by a control panel located in the garbage room.

The followings shall be in accordance with GIFT's Ready Reckoner for solid waste connection-

- Provision and sizing of Garbage Room
- Chute and its ancillaries/ accessories, sizing, and specifications



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3. Intelligent Building Management System (IBMS)

Building should be designed as per the IBMS guidelines for GIFT City. Developer will endeavour to develop the building on the lines of smart and safe living. Necessary guidelines in this regard will be issued by GIFTCL.

4. ICT

- a. Every residential building will have at least 1 Telco rooms of appropriate size.
- b. Cabling has to be done in line with cabling guidelines issued by GIFTCL. Developer is suggested to follow the concept of FTTX (Fibre to the home) and should allow triple play services over fibre optic reaching to each dwelling .
- c. The developer will arrange to take up the Telecommunication services upto the individual block / Residence / unit / home level as per the requirement of the occupiers / services from the building level Telco room.
- d. Developer will also provide sufficient power capacity, Earthing, Cooling and security (access control) for the Teleco rooms in-side the building.

5. Fire Fighting and Evacuation System

Firefighting and evacuation system should be designed as per the GIFT Area DCR.

6. Parking

Parking should be provided as per the provisions of GIFT Area DCR including parking

 GUJARAT INTERNATIONAL FINANCE TEC-CITY COMPANY LIMITED	 SOBHA LIMITED
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regulations/ parking policy and other general instructions laid down by the Competent Authority and /or GIFTCL from time to time.

7. DCS

- a. The developer shall provide the entire Chilled water distribution network inside the building, which mainly includes heat exchangers, pumping systems, Fan coil units, Air handling units, valves, ventilation & exhaust system and other auxiliary items including the O&M. Any further expansion or modification of the building side system shall be in developer's scope.
 - b. Consumer Energy Meter (CEM) with Associated accessories for each residential unit shall be provided by GIFTCL on payable basis.
 - c. The above HVAC work should be adhered to GIFTCL guidelines and DCS Ready Reckoner.
- **Utility Interface between the Building and City Level / Package Level Infrastructure**
 - All the utilities, infrastructure, facilities within the building envelope shall integrate with the city level network.
 - The Building should be designed considering safety, adequacy, constructability and maintainability.
 - During construction period temporary power, water and access to the package will be made available by GIFT. However, the required charges for power and water will be paid by the Developer.

 GUJARAT INTERNATIONAL FINANCE TEC-CITY COMPANY LIMITED	 SOBHA LIMITED
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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate on the day and year first above written.

SIGNED and DELIVERED
by the within named
GIFTCL, **GUJARAT
INTERNATIONAL
FINANCE TEC-CITY
COMPANY LIMITED** by
the hand of its duly
Authorized Signatory Mr.
Dhaivat Mehta.



[Signature]
Authorized Signatory

SIGNED and DELIVERED
by the within named
Developer, **SOBHA
LIMITED** by the hand of
its duly Authorized
Signatory Mr. Pradeep
Kumar Balakrishnan



[Signature]

Both in the presence of:-

1. *[Signature]* 2. *[Signature]*

 <i>[Signature]</i>	 <i>[Signature]</i>
GUJARAT INTERNATIONAL FINANCE TEC-CITY COMPANY LIMITED	SOBHA LIMITED



:: Schedule Under Section 32 (A) of The Registration Act ::

Name & Signature

Photograph

Thumb
Impression

**GIFTCL, GUJARAT
INTERNATIONAL
FINANCE TEC-
CITY COMPANY
LIMITED** by the
hand of its duly
Authorized
Signatory **Mr.
Dhaivat Mehta**

For, Gujarat International Finance Tec-City Company Limited



[Signature]
Authorized Signatory

DEVELOPER

SOBHA LIMITED
by the hand of its
duly Authorized
Signatory **Mr.
Pradeep Kumar
Balakrishnan**



[Signature]
SOBHA LIMITED



 <i>[Signature]</i>	<i>[Signature]</i>
GUJARAT INTERNATIONAL FINANCE TEC-CITY COMPANY LIMITED	SOBHA LIMITED



ગામ નમુનો નંબર ૭

(પ્રમોલગેશન નોંધ નં. ૨૬૪૭ તા. ૩૧/૦૩/૨૦૧૭)

જીલ્લો : ગાંધીનગર
તાલુકો : ગાંધીનગર
મોજો : પીરોજપુર
બ્લોક/સરવે નંબર : ૩૧૬ /
સત્તા પ્રકાર : જુની સરત (જ.શ)
જમીનનો ઉપયોગ : ખેતીલાયક ઉપયોગ
ખેતરનું નામ :
અન્ય વિગતો :
જુનો બ્લોક/સરવે નંબર : ૨ /
જુના સરવે નંબર ને લગત નોંધ નંબરો:
૪૯૩, ૬૫૩, ૭૦૧, ૧૩૮૨, ૧૭૦૪, ૨૦૪૦, ૨૦૫૫, ૨૨૯૪, ૨૨૯૫, ૨૩૮૬,
૨૪૧૬ |***
જુના સરવે નંબર ને લગત બીજા હકો અને બોજા ના નોંધ નંબરો:
૧૭૦૪ |***



લાયક જમીન	ક્ષેત્રફળ હે. આરે. ચોમી.	ખાતા નંબર/ક્ષેત્રફળ/આકાર હે. આરે. ચોમી.	નોંધ નંબરો અને કબજેદારોના નામ
જરાયત	૪૫-૨૯-૪૭		૨૬૪૭,
કુલ ક્ષેત્રફળ	૪૫-૨૯-૪૭	૪૭૪ ૪૫-૨૯-૪૭ ૦.૦૦	ગુજરાત ઇન્ટરનેશનલ ફાઇનાન્સ ટેક સીટી કંપની લી.(રોપ
આકાર ફ.	૦.૦૦		
જુડી તથા વિશેષધારો ફ.	૦.૦૦		
પાણીભાગ ફ.	૦.૦૦		
કચી નોંધ			



1. The Government of India, Ministry of Health and Family Welfare, New Delhi, has been pleased to grant sanction for the appointment of a Medical Officer (M.O.) to the post of M.O. (General) in the Government Medical College, Patna, Bihar.



Sl. No.	Name of the Candidate	Grade	Remarks
1.	Dr. Ramesh Chandra Singh	1st Grade	Selected for the post of M.O. (General) in the Government Medical College, Patna, Bihar.
2.	Dr. Anand Kumar	2nd Grade	Not selected.
3.	Dr. Suresh Kumar	3rd Grade	Not selected.

2. The Government of India, Ministry of Health and Family Welfare, New Delhi, has been pleased to grant sanction for the appointment of a Medical Officer (M.O.) to the post of M.O. (General) in the Government Medical College, Patna, Bihar.

3. The Government of India, Ministry of Health and Family Welfare, New Delhi, has been pleased to grant sanction for the appointment of a Medical Officer (M.O.) to the post of M.O. (General) in the Government Medical College, Patna, Bihar.

4. The Government of India, Ministry of Health and Family Welfare, New Delhi, has been pleased to grant sanction for the appointment of a Medical Officer (M.O.) to the post of M.O. (General) in the Government Medical College, Patna, Bihar.

5. The Government of India, Ministry of Health and Family Welfare, New Delhi, has been pleased to grant sanction for the appointment of a Medical Officer (M.O.) to the post of M.O. (General) in the Government Medical College, Patna, Bihar.

6. The Government of India, Ministry of Health and Family Welfare, New Delhi, has been pleased to grant sanction for the appointment of a Medical Officer (M.O.) to the post of M.O. (General) in the Government Medical College, Patna, Bihar.

7. The Government of India, Ministry of Health and Family Welfare, New Delhi, has been pleased to grant sanction for the appointment of a Medical Officer (M.O.) to the post of M.O. (General) in the Government Medical College, Patna, Bihar.

8. The Government of India, Ministry of Health and Family Welfare, New Delhi, has been pleased to grant sanction for the appointment of a Medical Officer (M.O.) to the post of M.O. (General) in the Government Medical College, Patna, Bihar.

9. The Government of India, Ministry of Health and Family Welfare, New Delhi, has been pleased to grant sanction for the appointment of a Medical Officer (M.O.) to the post of M.O. (General) in the Government Medical College, Patna, Bihar.

10. The Government of India, Ministry of Health and Family Welfare, New Delhi, has been pleased to grant sanction for the appointment of a Medical Officer (M.O.) to the post of M.O. (General) in the Government Medical College, Patna, Bihar.



ગામ નમુનો નંબર ૭

અણોતિયાની વિગતો	બીજા હકો અને બીજાની વિગતો
	૨૬૪૭,૨૭૯૧,૨૯૩૮# ----- મે.ડી.આઈ.બેલ.આર. સાહેબને ત્યાંથી<૦> આકાર થઈને આવેલ નથી<૦> થતુર ભૂમિ<૦> ગેદાલ બોડા ૦-૧૪<૦> ડુપા બોડા ૦-૧૪<૦> અભુજી ગંગાજી ૦-૧૪<૧૭૦૪> મુંજીજી ભુવજી ૧-૧૪<૧૭૦૪> રામસંગજી રેવાજી ૪-૩૦<૧૭૦૪> કેમાજી બોડાજી<૧૭૦૪> નવી અને અવીભાજય શરતે ૭૬-૬૮-૦ ચો.મી.<૨૦૪૦> ગીફ્ટ સેઝ લીમીટેડ વતી તેના મેનેજીંગ ડાયરેક્ટર રમાકાન્ત ઝા. સે. ૩૯-૨૫-૧૯ ચો.મી.<૨૨૯૪> ગુજરાત ઇન્ટરનેશનલ ફાઇનાન્સ ટેક સીટી કંપની વતી તેના મેનેજીંગ ડાયરેક્ટર રમાકાન્ત ઝા. સે. ૩૭-૪૨-૮૪ ચો.મી.<૨૨૯૫> ગીફ્ટ સીટી કંપનીની મામશ્રી આંધીનગરના તા. ૨૩/૭/૧૪ના સુધારા કુદમ મુજબ ખેતી શબ્દની જગ્યાએ બિનખેતી શબ્દ લખવા તેમજ સત્તા પ્રકારમાં (નિયતિત સત્તા પ્રકાર ><૨૪૧૬> Sobarmati Capital One Limited ને ભાડા પર<૨૭૯૧>



THESE ARE THE TERMS AND CONDITIONS OF THE SALE OF THE GOODS SHOWN IN THE LIST HEREIN. THE BUYER SHALL BE RESPONSIBLE FOR THE PAYMENT OF THE GOODS AND THE DELIVERY OF THE GOODS TO THE BUYER'S PLACE OF BUSINESS. THE SELLER SHALL NOT BE RESPONSIBLE FOR THE DELIVERY OF THE GOODS TO THE BUYER'S PLACE OF BUSINESS.



THE SELLER SHALL NOT BE RESPONSIBLE FOR THE DELIVERY OF THE GOODS TO THE BUYER'S PLACE OF BUSINESS. THE SELLER SHALL NOT BE RESPONSIBLE FOR THE DELIVERY OF THE GOODS TO THE BUYER'S PLACE OF BUSINESS.

CHARTER OF THE NEW YORK STATE





ANNEXURE - A-1
Third schedule

GIFTCL/HO/BDM/CLIENTS/2018/44-01/ 1459

March 21, 2018

To,

Sobha Limited

'SOBHA', Sarjapur – Marathahalli Outer Ring Road,

Bellandur Post,

Bangalore 560103,

Karnataka, India

Kind Attn : Mr. Rajesh Chinnadurai (Senior Vice President)

Sub: Provisional Letter of Allotment (PLOA) for allotment of Development Rights of about 13,00,000 sq. ft (1,20,772.95 sq. mtr) of BUA for the development of Residential Buildings in Non-SEZ Area in GIFT City, Gujarat.

1. Request For Proposal (RFP) No. GIFTCL/Residential Buildings/RFP/2018-01 dated January 05, 2018 for Development of Residential Buildings in Non-SEZ Area in GIFT City.

2. Your Proposal dated February 09, 2018 in response to the above RFP

Dear Mr. Chinnadurai,

Greetings from Gujarat International Finance Tec-City Company Limited (GIFTCL)!

This has reference to your above referred proposal dated February 09, 2018 (the "Proposal") for the Development of Residential Buildings Project in Non-SEZ Area in GIFT City, Gujarat in response to our Request For Proposal (RFP) dated January 05, 2018.



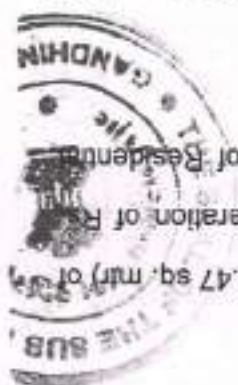
We are pleased to inform you that your Proposal has been accepted by Gujarat International Finance Tec-City Company Limited (GIFTCL) and pursuant thereto GIFTCL issues this Provisional Letter of Allotment (PLOA) to M/s. Sobha Limited (herein referred to as "Developer"), which expression shall include its successor and permitted assigns, as Developer of Residential Buildings Project in Non-SEZ Area in GIFT City, on the following terms and conditions:-

1. GIFTCL agrees to allot you the Development Rights of about 13,00,000 sq. ft (120772.95 sq. mtr) of Built Up Area (BUA) for the development of the Residential Buildings with details as under:

a) Part A of Project: Development Rights of about 6,50,000 sq. ft (60,386.47 sq. mtr) of BUA @ the rate of Rs. 1000/- per sq. ft of BUA for a total consideration of Rs. 65,00,00,000/- (Rupees Sixty Five Crores Only) for development of Residential Buildings.

b) Part B of Project: Development Rights of about 6,50,000 sq. ft (60,386.47 sq. mtr) of BUA @ the rate of Rs. 750/- per sq. ft of BUA for a total consideration of Rs. 48,75,00,000/- (Rupees Forty Eight Crores Seventy Five Lacs Only) for development of Residential Buildings eligible under PMAY (Pradhan Mantri Awas Yojana) category.

Development of Residential Buildings Project which includes both Part - A and Part - B of Project are collectively referred to as the "Project".





2. For the development of the above Part – A and Part – B of Project, suitable building packages have been identified in Non SEZ area of GIFT City. The location Map of the identified building packages for the development of the Project as per GIFT Master Plan, is placed at Annex-1 hereto.

3. The actual BUA and the underlying land, would be finalized at the time of submission of Building plan for approval and the consideration towards the Development Rights will be finalized accordingly. You are required to pay the consideration for the Development Rights for the said Project, as per the payment schedule placed at Annex-2 hereto.

The Developer shall obtain the Development Permission from the Competent Authority and execute the Agreement to Lease with GIFTCL for grant of Development Rights, within a period of 6 months from the date of this PLOA.

5. After execution of the Agreement to Lease cum Development Agreement and on obtaining Commencement Certificate, as per the provisions of the GIFT Development Control Regulations (GDCR), the Developer shall be permitted to start construction of the building(s) of the said Project, on the allotted land. The Developer shall thereafter carry out the development of the Project in terms of the Proposal and the Agreement to Lease cum Development Agreement.

6. The Developer shall start the construction of the Project building(s) within 1 (one) year from the date of this PLOA. In case the Developer fails to start the construction of the



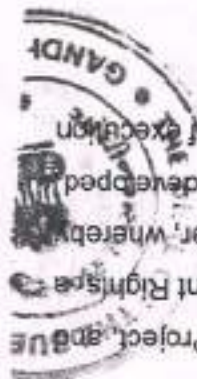
Project building(s) within 1 year from the date of this PLOA, the Developer shall be liable to pay penal charges for delay of each month at the rate of 2 % of the total consideration amount of the Development Rights with a maximum of 10% of the total consideration of Development Rights.

7. The Developer shall complete the construction of all buildings of the said Project, within the agreed period of 5 (five) years from the date of PLOA in accordance with the Proposal and the provisions of GDCR. In case of delay in completion of the construction of the Project buildings over agreed period, penal delay completion charge will be applicable as per the RFP terms.

8. Subsequently, on issuance of Completion Certificate of the buildings of the Project, and on payment of the balance consideration amount for grant of the Development Rights, whereby formal Lease Deed ("Lease Deed"), will be executed in favour of the Developer, whereby leasehold rights on the allotted land, will be granted on which the Project is developed. The Lease Deed will be for the period of 99 years commencing from the date of execution of the Agreement to Lease.

9. The Agreement to Lease will mention in detail the rights and obligations of the respective parties in the matter of development of the Project and for all the matters connected therewith.

10. In addition to the aforesaid consideration for the Development Rights, the Developer, as the Lessee of the lands, shall pay annual lease rent @ Rs. 10/- per sq. mtr. of the allotted lands, with effect from the date of execution of the Agreement to Lease cum Development Agreement.





11. The Developer shall also pay annual City maintenance charges @ Rs.4/- per sq. ft. of BUA per annum to GIFTCL, from the date of issue of Occupancy Certificate. These charges would be as per the prevailing policy from time to time.

12. The Developer shall erect high mast light at the construction site and logistic area as per the location and design given by GIFTCL and on completion of construction work, the same will be handed over to GIFTCL without charging any cost thereof.

13. This Provisional Letter of Allotment (PLOA) does not constitute vesting of the Development Rights at this stage. The Development Rights will vest with the Developer on execution of the Agreement to Lease which will be executed between GIFTCL and the Developer.

14. GIFTCL shall have the right to cancel this Provisional Letter of Allotment and forfeit the amount paid, in case the Developer fails:

- a. to pay the consideration towards the Development Rights as per payment schedule or
- b. to execute the Agreement to Lease with GIFTCL for grant of Development Rights, within six (6) months from the date of issuance of this PLOA
- c. to start the construction of the building(s) of the said Project even after five months from the agreed period of start of the construction of the Projects. (i.e 17 months from the date of PLOA)

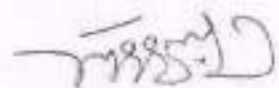
You are requested to make the payment of Rs. 11,37,50,000/- (Rupees Eleven Crores Thirty Seven Lacs Fifty Thousand Only), being 10% of the total consideration for the grant of



Development Rights for the said Projects, within 10 days of this Provisional Letter of Allotment;

This letter is issued to you in duplicate. You are requested to execute the acceptance of this Letter as a confirmation to the above binding terms and conditions by returning the duplicate copy of this Letter duly signed by you.

Best Wishes,



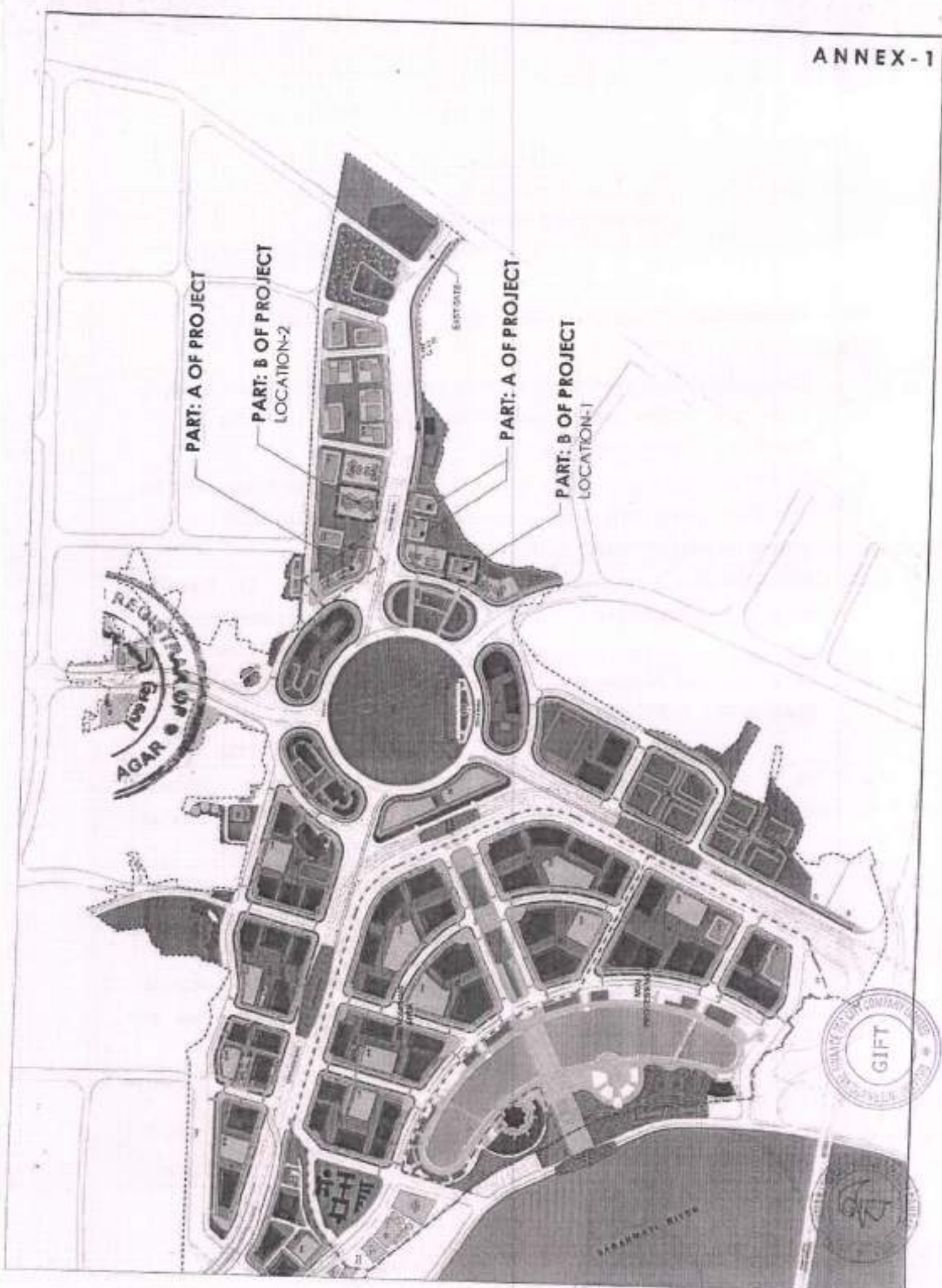
Jinish Shah

General Manager – Business Development

Enclosed: Annex-1- Location Maps

Annex-2- Description of the Payment Schedule





Annex-2

(Description of the Payment Schedule)

Payment Schedule : Part - A of Project : Development of Residential Buildings

Sr. No.	Payment towards Development Rights (%)	Payment Period
1	Rs. 6,50,00,000/- (Rupees Six Crores Fifty Lacs Only), (being 10% of the present consideration towards Development Rights for Part A of Project)	Within 10 days from the date of PLOA
2	Rs. 9,75,00,000/- (Rupees Nine Crores Seventy Five Lacs Only), (being 15% of the present consideration towards Development Rights for Part A of Project)	Within 30 days from the date of PLOA
3	6% of the final consideration towards Development Rights for Part A of Project	Within 12 Calendar months from the date of issue of PLOA
4	6% of the final consideration towards Development Rights for Part A of Project	Within 18 calendar months from date of issue of PLOA
5	7% of the final consideration towards Development Rights for Part A of Project	Within 24 calendar months from date of issue of PLOA
6	7% of the final consideration towards Development Rights for Part A of Project	Within 30 calendar months from date of issue of PLOA
7	7% of the final consideration towards Development Rights for Part A of Project	Within 36 calendar months from date of issue of PLOA





8	7% of the final consideration towards Development Rights for Part A of Project	Within 42 calendar months from date of issue of PLOA
9	Balance 35% of the final consideration towards Development Rights for Part A of Project	Within 48 calendar months from date of issue of PLOA or submission of application for Completion Certificate, whichever is earlier.

Note:

- (i) All taxes including Stamp Duty, Registration Charges and other applicable duties, levies, cess, charges etc. shall be payable by the Developer.

(ii) In case of early completion of the Development of the Project, the entire payment towards consideration of the Development Rights shall be made before the submission of application for the Completion Certificate for the entire Project. Lease Deed will be executed only after receipt of Completion Certificate and on receipt of entire payment towards the Development Rights for the Project.

- (iii) In case the payment for Development Rights is not made within the respective payment period as mentioned in the above schedule, an interest @ 1.5% per month on due amount will be charged till the date of payment.



(Description of the Payment Schedule)
 Payment Schedule : Part B of Project – Development of Residential Buildings eligible
 under Pradhan Mantri Awas Yojana (PMAY)

Sr. No.	Payment towards Development Rights (%)	Payment Period
1	Rs. 4,87,50,000/- (Rupees Four Crores Eighty Seven Lacs Fifty Thousand Only), (being 10% of the present consideration towards Development Rights for Part B of Project)	Within 10 days from the date of PLOA
2	Rs. 7,31,25,000/- (Rupees Seven Crores Thirty One Lacs Twenty Five Thousand Only), (being 15% of the present consideration towards Development Rights for Part B of Project)	Within 30 days from the date of PLOA
3	6% of the final consideration towards Development Rights for Part B of Project	Within 12 Calendar months from the date of issue of PLOA
4	6% of the final consideration towards Development Rights for Part B of Project	Within 18 calendar months from date of issue of PLOA
5	7% of the final consideration towards Development Rights for Part B of Project	Within 24 calendar months from date of issue of PLOA
6	7% of the final consideration towards Development Rights for Part B of Project	Within 30 calendar months from date of issue of PLOA
7	7% of the final consideration towards Development Rights for Part B of Project	Within 36 calendar months from date of issue of PLOA





8	7% of the final consideration towards Development Rights for Part B of Project	Within 42 calendar months from date of issue of PLOA
9	Balance 35% of the final consideration towards Development Rights for Part B of Project	Within 48 calendar months from date of issue of PLOA or submission of application for Completion Certificate, whichever is earlier.

Note:

- (i) All taxes including Stamp Duty, Registration Charges and other applicable duties, levies, cess, charges etc. shall be payable by the Developer.

(ii) In case of early completion of the Development of the Project, the entire payment towards consideration of the Development Rights shall be made before the submission of application for the Completion Certificate for the entire Project. Lease Deed will be executed only after receipt of Completion Certificate and on receipt of entire payment towards the Development Rights for the Project.

- (iii) In case the payment for Development Rights is not made within the respective payment period as mentioned in the above schedule, an interest @ 1.5% per month on due amount will be charged till the date of payment.





ANNEXURE - A - 2
Third schedule

GIFTCL/HO/BDM/CLIENTS/2018/44-01 /1398

January 01, 2019

To,

Sobha Limited

'SOBHA', Sarjapur – Marathahalli Outer Ring Road,

Bellandur Post,

Bangalore 560103,

Karnataka India

Kind Attn: Mr. Rajesh Chinnadurai (Senior Vice President)

Letter of Allotment # 1

Sub: Letter of Allotment (LOA) for allotment of Development Rights of about 456267 sq.ft. (42388.167 sq. mtrs.) of Built-Up Area (BUA) for the development of Residential Building in Block 41 (Building Footprint 41E & 41F) in GIFT City ("the Sub-Project").

1. Provisional Letter of Allotment (PLOA) dated March 21, 2018 for allotment of Development Rights of about 1300000 sq. Ft (120772.95 sq. mtr) of BUA for development of Residential Buildings in Non SEZ area of GIFT City (the Project)
2. Your email dated December 26, 2018 requesting for issuance of Letter of Allotment of Development Rights under PMAY category for development of Residential Building on the land being part of Block 41 (building footprint 41E & 41F) in GIFT City (the Sub-Project).

Dear Sir,

GIFTCL had issued you the PLOA dated March 21, 2018, for allotment of Development Rights of about 1300000 sq. ft (122772.95 sq. mtr) of BUA (which includes Development Rights of 650000 sq. ft of BUA under Regular category (**Part A**) and Development Rights

GUJARAT INTERNATIONAL FINANCE TEC-CITY COMPANY LIMITED | CIN : U65929GJ2007PLC051160

Registered Office : Office No. 1, 28th Floor, GIFT One Tower, Building 56A, Block No. 56, Road-5C, Zone -5, GIFT CITY, Gandhinagar, Taluka & District Gandhinagar – 382355, Gujarat, India
Tel. : +91 79 61708300 ; Fax : +91 79 30018321 ; Website : www.giftgujarat.in

of 65000 sq. ft of BUA under PMAY category (Part B) for development of various Residential buildings in GIFT City (the Project).

In furtherance of the said PLQA, you have prepared and submitted the building plans for 456267 sq. ft (42388.167 sq. mtr) of BUA for the development of Residential Building on the land being part of Block 41 (building footprint 41E & 41F) in GIFT City (the Sub-Project). You have vide your email dated December 26, 2018, requested GIFTCL to issue a firm Letter of Allotment for Development Rights of 456267 sq. ft (42388.167 sq. mtr) of BUA in Part B (PMAY Category) as part of total Development Rights agreed to be allotted under the said PLQA for the development of the said Sub-Project.

Accordingly based on the final building plans submitted by you for the said Sub-Project, and upon your aforesaid request, GIFTCL is pleased to issue this Letter of Allotment # 1509/LOA # 1) in favour of "Sobha Limited" ("Developer") for development of the said Sub-Project on following terms and conditions:

1) Pursuant to the said PLQA and based upon the final building plan of the said Sub-Project, GIFTCL hereby allots the Development Rights of 456267 sq. ft. (42388.167 sq. mtr.) of Built Up Area (BUA) under PMAY category in favour of the Developer, for total consideration of Rs. 34,22,00,250/- (Rupees Thirty Four Crores Twenty Two Lacs Two Hundred Fifty Only), calculated at the rate of Rs. 750/- per sq. ft. of BUA, for the development of the said Sub-Project situated on a piece and parcel of land being part of Block 41 (building footprint 41E & 41F), in Zone-4 in GIFT City, Dist. Gandhinagar, Gujarat (the Allotted Land). The Location Map of the Allotted Land is placed at Annex-I hereto.

2) In consideration of allotting the above mentioned Development Rights for the said Sub-Project, the Developer shall pay the total consideration amount as per the payment schedule placed at Annex-II.

3) The Developer shall be required to execute the Agreement to Lease cum Development Agreement with GIFTCL for grant of Development Rights on or before





March 21, 2019. The Agreement to Lease cum Development Agreement will mention in detail the rights and obligations of the respective parties in the matter of development of the said Sub-Project and for all the matters connected therewith.

- 4) The Developer shall also be required to start the construction of the said Sub-Project before March 21, 2019, after obtaining the Development Permission and the Commencement Certificate from the Competent Authority as per the provisions of GIFT Area Development Control Regulations.
- 5) In case the Developer fails to start the construction of the said Sub-Project within the stipulated period, the Developer shall be liable to pay penal charges for delay of each month at the rate of 2 % of the total consideration amount of the Development Rights with a maximum of 10% of the total consideration of Development Rights.

The Developer shall carry out the development of the said Sub-Project in terms of the Agreement to Lease cum Development Agreement and the Development Permission. The Developer shall complete the construction of the building of the said Sub-Project in compliance with the provisions of Development Permission, REBA and GIFT DCR, within the period of 5 years from the date of PLOA (i.e. on or before March 21, 2023).

- 7) Upon completion of the building of the Sub-Project, the Developer shall obtain the Completion certificate from Competent Authority. On issue of completion certificate and on receipt of total consideration amount of the Development Rights of the said Sub-Project, GIFTCL will execute a formal Lease Deed ("**Lease Deed**"), whereby Leasehold Rights on the Allotted Land will be granted in favour of the Developer. The Lease Deed will be for the period of 99 years commencing from the date of execution of the Agreement to Lease cum Development Agreement.
- 8) In consideration of the Leasehold rights, the Developer shall pay the annual lease rent @ Rs. 10/- per sq. mtr. (plus applicable GST) of the Allotted Land, with effect from the date of execution of Agreement to Lease cum Development Agreement.
- 9) From the date of issuance of Occupancy Certificate, the Developer shall also pay the annual city level maintenance charges (CLM) as per the prevailing policy of GIFTCL.



from time to time. Currently the city level maintenance charges are Rs. 4/- per sq. ft of BUA per annum.

10) The Developer shall erect high mast light at the construction site and logistic area as per the location and design given by GIFTCL and on completion of construction work, the Developer shall handover the same to GIFTCL without charging any cost thereof.

11) This LOA # 1 does not constitute vesting of the Development Rights at this stage. The Development Rights will be granted upon execution of the Agreement to Lease cum Development Agreement to be executed between GIFTCL and the Developer.

12) GIFTCL shall have the right to cancel this LOA # 1 and forfeit the amount paid, in case the Developer fails:

- to pay the consideration towards the allotted Development Rights as per payment schedule attached herewith; or
- to execute the Agreement to Lease cum Development Agreement with GIFTCL for grant of Development Rights, within the above mentioned time period.

13) This LOA # 1 is issued for allotment of the Development Rights for development of the said Sub-Project, as part of the PLOA issued for overall development of the Project proposed by the Developer for development in GIFT City.

14) This LOA # 1 is issued to you in duplicate. You are requested to duly sign the second copy of this Letter and return the same to us confirming your acceptance to the above binding terms and conditions.

Best Wishes,



Jinish Shah

General Manager- Business Development

Enclosed: Annex-1 : Location Map

Annex-II : Payment Schedule:



Payment Schedule

Sr. No.	Payment towards Development Rights (%)	Payment Period
1	Rs. 3,42,20,025/- (Rupees Three Crores Forty Two Lacs Twenty Thousand and Twenty Five Only), (being 10% of the present consideration towards Development Rights as per this LOA # 1)	Paid
2	Rs. 5,13,30,038/- (Rupees Five Crores Thirteen Lacs Thirty Thousand and Thirty Eight Only), (being 15% of the present consideration towards Development Rights as per this LOA # 1)	Paid
3	Rs. 2,05,32,015/- (Rupees Two Crores Five Lacs Thirty Two Thousand and Fifteen Only), being 6% of the final consideration towards Development Rights as per this LOA # 1	Within 12 Calendar months from the date of issue of PLOA dated March 21, 2018
4	Rs. 2,05,32,015/- (Rupees Two Crores Five Lacs Thirty Two Thousand and Fifteen Only), being 5% of the final consideration towards Development Rights as per this LOA # 1	Within 18 calendar months from date of issue of PLOA dated March 21, 2018





5	Rs. 2,39,54,018/- (Rupees Two Crores Thirty Nine Lacs Fifty Four Thousand and Eighteen Only), being 7% of the final consideration towards Development Rights as per this LOA # 1.	Within 24 calendar months from date of issue of PLOA dated March 21, 2018
6	Rs. 2,39,54,018/- (Rupees Two Crores Thirty Nine Lacs Fifty Four Thousand and Eighteen Only), being 7% of the final consideration towards Development Rights as per this LOA # 1.	Within 30 calendar months from date of issue of PLOA dated March 21, 2018
7	Rs. 2,39,54,018/- (Rupees Two Crores Thirty Nine Lacs Fifty Four Thousand and Eighteen Only), being 7% of the final consideration towards Development Rights as per this LOA # 1.	Within 36 calendar months from date of issue of PLOA dated March 21, 2018
8	Rs. 2,39,54,018/- (Rupees Two Crores Thirty Nine Lacs Fifty Four Thousand and Eighteen Only), being 7% of the final consideration towards Development Rights as per this LOA # 1.	Within 42 calendar months from date of issue of PLOA dated March 21, 2018
9	Rs. 11,97,70,085/- (Rupees Eleven Crores Ninety Seven Lacs Seventy Thousand and Eighty Five Only), being 35% of the final consideration towards Development Rights as per this LOA # 1.	Within 48 calendar months from date of issue of PLOA dated March 21, 2018 or submission of application for Completion Certificate, whichever is earlier.



Note:

- (i) All taxes including Stamp Duty, Registration Charges and other applicable duties, levies, cess, charges etc. shall be payable by the Developer.
- (ii) In case of early completion of the construction of the building/s of the Sub-Project, the entire payment towards consideration of the Development Rights shall be made by the Developer. GIFTCL will execute the Lease Deed only after receipt of total Development Rights consideration and issuance of Completion Certificate of the said Sub-Project.
- (iii) In case the payment for Development Rights is not made within the respective payment period as mentioned in the above schedule, an interest @ 1.5% per month on due amount will be charged till the date of payment.



ANNEXURE-A-3
Third schedule

GIFTCL/HQ/BDM/CLIENTS/2018/44-01/122

July 09, 2020

To,

Sobha Limited

'SOBHA', Sarjapur - Marathahalli Outer Ring Road,

Bellandur Post,

Bangalore 560103,

Karnataka, India

Addendum No. 2 to Provisional Letter of Allotment

Kind Attn : Mr. Rajesh Chinnadurai (Senior Vice President)

Sobha Extension of timeline for payment of balance consideration for grant of Development Rights for the development of Residential Buildings in Domestic Tariff Area (DTA) in GIFT City, Gujarat.

- Ref:
1. Provisional Letter of Allotment dated March 21, 2018 issued to Sobha Ltd. for allotment of Development Rights of about 13,00,000 sq. ft (1,20,772.95 sq. mtr) of BUA for development of Residential Buildings in GIFT City.
 2. Your letter dated May 30, 2020 requesting for extension of timeline for payment of balance payment of Development Rights consideration.

Dear Mr. Chinnadurai,

Greetings from Gujarat International Finance Tec-City Company Limited (GIFTCL)!

This has reference to the above mentioned Provisional Letter of Allotment (PLOA) dated March 21, 2018 issued to Sobha Ltd. (Developer) for allotment of Development Rights of about 13,00,000 sq. ft of BUA for the development of Residential Buildings in GIFT



City, for a total consideration amount of Rs. 113.75 Cr to be paid by the Developer as per the payment schedule attached with the said PLOA.

As against the allotment of Development Rights, you have paid a sum of Rs. 42,08,75,000/- (37% of total DR consideration) till date, in installments as provided in the payment schedule of the said PLOA.

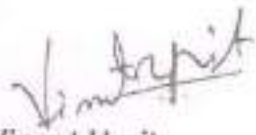
You have vide your letter dated May 30, 2020 have briefed us about the various challenges faced by you on account of Covid-19 pandemic, the economic slowdown and overall impact on real estate sector and have requested to extend the payment timeline for all the remaining instalments, by one year, without any interest.

We wish to inform you that GIFT Management has accepted your request and accordingly extended the payment timeline for the remaining installments to be paid by you, by one year, without any interest.

Accordingly, the revised payment schedule for payment of balance consideration amount towards the allotment of Development Rights (both Regular and PMAY category) is attached herewith as **Annex-I**.

All other terms and conditions of the PLOA dated March 21, 2018 will remain unchanged.

Best Wishes,


Vineet Uprit

Vice President : Business Development



Enclosed: Annex-1- Description of the Revised Payment Schedule



Annex-1
(The Revised Payment Schedule)

**Payment Schedule : Part - A of Project : Development of Residential Buildings
under Regular Category**

Sr. No.	Payment towards Development Rights (%)	Payment Period
1	Rs. 6,50,00,000/- (Rupees Six Crores Fifty Lacs Only), (being 10% of the present consideration towards Development Rights for Part A of Project)	Paid
2	Rs. 9,75,00,000/- (Rupees Nine Crores Seventy Five Lacs Only), (being 15% of the present consideration towards Development Rights for Part A of Project)	Paid
3	6% of the final consideration towards Development Rights for Part A of Project	Paid
4	6% of the final consideration towards Development Rights for Part A of Project	Paid
5	7% of the final consideration towards Development Rights for Part A of Project	Within 36 calendar months from date of issue of PLOA dated March 21, 2018 (i.e on or before March 21, 2021)
6	7% of the final consideration towards Development Rights for Part A of Project	Within 42 calendar months from date of issue of PLOA dated March 21, 2018 (i.e on or before September 21, 2021)





7	7% of the final consideration towards Development Rights for Part A of Project	Within 48 calendar months from date of issue of PLOA dated March 21, 2018 (i.e on or before March 21, 2022)
8	7% of the final consideration towards Development Rights for Part A of Project	Within 54 calendar months from date of issue of PLOA dated March 21, 2018 (i.e on or before September 21, 2022)
9	Balance 35% of the final consideration towards Development Rights for Part A of Project	Within 60 calendar months from date of issue of PLOA dated March 21, 2018 or submission of application for Completion Certificate, whichever is earlier.



Note:

- (i) Taxes including Stamp Duty, Registration Charges and other applicable duties, levies, cess, charges etc. shall be payable by the Developer.
- (ii) In case of early completion of the Development of the Project, the entire payment towards consideration of the Development Rights shall be made before the submission of application for the Completion Certificate for the entire Project. Lease Deed will be executed only after receipt of Completion Certificate and on receipt of entire payment towards the Development Rights for the Project.
- (iii) In case the payment for Development Rights is not made within the respective payment period as mentioned in the above schedule, an interest @ 1.5% per month on due amount will be charged till the date of payment.





**Payment Schedule : Part B of Project – Development of Residential Buildings
eligible under Pradhan Mantri Awas Yojana (PMAY)**

Sr. No.	Payment towards Development Rights (%)	Payment Period
1	Rs. 4,87,50,000/- (Rupees Four Crores Eighty Seven Lacs Fifty Thousand Only), (being 10% of the present consideration towards Development Rights for Part B of Project)	Paid
2	Rs. 7,31,25,000/- (Rupees Seven Crores Thirty One Lacs Twenty Five Thousand Only), (being 15% of the present consideration towards Development Rights for Part B of Project)	Paid
3	5% of the final consideration towards Development Rights for Part B of Project	Paid
4	5% of the final consideration towards Development Rights for Part B of Project	Paid
5	7% of the final consideration towards Development Rights for Part B of Project	Within 36 calendar months from date of issue of PLOA dated March 21, 2018 (i.e on or before March 21, 2021)
6	7% of the final consideration towards Development Rights for Part B of Project	Within 42 calendar months from date of issue of PLOA dated March 21, 2018 (i.e on or before September 21, 2021)
7	7% of the final consideration towards Development Rights for Part B of Project	Within 48 calendar months from date of issue of PLOA dated March 21, 2018 (i.e on or before March 21, 2022)





8	7% of the final consideration towards Development Rights for Part B of Project	Within 54 calendar months from date of issue of PLOA dated March 21, 2018 (i.e on or before September 21, 2022)
9	Balance 35% of the final consideration towards Development Rights for Part B of Project	Within 60 calendar months from date of issue of PLOA dated March 21, 2018 or submission of application for Completion Certificate, whichever is earlier.

Note:

- (i) All taxes including Stamp Duty, Registration Charges and other applicable duties, cess, charges etc. shall be payable by the Developer.
- (ii) In case of early completion of the Development of the Project, the entire payment towards consideration of the Development Rights shall be made before the submission of application for the Completion Certificate for the entire Project. Lease Deed will be executed only after receipt of Completion Certificate and on receipt of entire payment towards the Development Rights for the Project.
- (iii) In case the payment for Development Rights is not made within the respective payment period as mentioned in the above schedule, an interest @ 1.5% per month on due amount will be charged till the date of payment.





ANNEXURE-A-4
Third schedule

GIFTCL/HO/BDM/CLIENTS/2018/44-01/82
April 29, 2021

To,
Sobha Limited
'SOBHA', Sarjapur - Marathahalli Outer Ring Road,
Bellandur Post,
Bangalore 560103,
Karnataka India

Kind Attn: Mr. Subhash Bhat (Chief Financial Officer)

Letter of Allotment # 2

Sub: Letter of Allotment (LOA) for allotment of Development Rights of 2,84,342 sq. ft. (26.415 sq. mtrs.) of Built-Up Area (BUA) for the development of Residential Building in Block 41 (building footprint 41C & D) in GIFT City ("the Sub-Project").

Ref: Provisional Letter of Allotment (PLOA) dated March 21, 2018 for allotment of Development Rights of about 13,00,000 sq. Ft (1,20,772.95 sq. mtr) of BUA for development of Residential Buildings in Non SEZ area of GIFT City (the Project)

2. Your email dated April 21, 2021 requesting for issuance of Letter of Allotment of Development Rights under Regular category for development of Residential Building on the land being part of Block 41 (building footprint 41C & D) in GIFT City.

Dear Sir,

GIFTCL had issued you the PLOA dated March 21, 2018, for allotment of Development Rights of about 13,00,000 sq. ft (1,22,772.95 sq. mtr) of BUA, which includes Development Rights of 6,50,000 sq. ft of BUA under Regular category (**Part A**) and Development Rights of 6,50,000 sq. ft of BUA under PMAY category (**Part B**) for development of various Residential buildings in GIFT City. Out of the said 6,50,000 sq. ft of BUA under the PMAY category (Part B), GIFTCL has allotted you 4,56,267 sq. ft of BUA vide Letter of Allotment # 1 (LOA # 1) dated January 01, 2019 for development of residential building on underlying land and being part of Block 41 (building footprint 41E&F) in GIFT City.



Pursuant to the said PLOA, you have now submitted the building plans admeasuring 2,84,342 sq. ft (26,416 sq. mtr) of BUA for the development of Residential Building on the underlying land being part of Block 41 (building footprint 41C&D) in GIFT City (the **Sub-Project**). You have vide your email dated April 21, 2021, requested GIFTCL to issue a Letter of Allotment for grant of Development Rights of 2,84,342 sq. ft (26,416 sq. mtr) of BUA for the development of the said Sub-Project, under Regular category being **Part A** of the Project.

Accordingly based on the final building plans submitted by you for the said Sub-Project, and upon your aforesaid request, GIFTCL is pleased to issue this Letter of Allotment # 2 (LOA # 2) in favour of "Sobha Limited" ("**Developer**") for development of the said **Sub-Project** on following terms and conditions:

- 1) This LOA # 2 is issued for allotment of the Development Rights for development of the said Sub-Project, as part of the PLOA issued for overall development of the Project in GIFT City, as proposed by the Developer.

- 2) Pursuant to the said PLOA and based upon the final building plan of the said Sub- Project, GIFTCL hereby allots the Development Rights of 2,84,342 sq. ft. (26,416 sq. mtr.) of Built Up Area (BUA) under Regular category being Part A of the Project, in favour of the Developer, for total consideration of Rs. 28,43,42,000/- (Rupees Twenty Eight Crores Forty Three Lacs Forty Two Thousand Only), calculated at the rate of Rs. 1000/- per sq. ft. of BUA for the development of the said Sub-Project, on a piece and parcel of land being part of Block 41 (building footprint 41C&D), in Zone-4 in GIFT City, Dist. Gandhinagar, Gujarat (the **Alloted Land**). The Location Map of the Alloted Land is placed at Annex-I hereto.

- 3) The allotment of 2,84,342 sq. ft. of BUA is being made as part of the allotment of 6,50,000 sq. ft of BUA under the Regular category i.e. Part A of the Project as per the PLOA dated March 21, 2018.
- 4) In consideration of allotment of the above-mentioned Development Rights for the said Sub-Project, the Developer shall pay to GIFTCL, the total consideration amount of Rs. 28,43,42,000/- (Rupees Twenty Eight Crores Forty Three Lacs Forty Two Thousand Only) as per the payment schedule placed at **Annex-II**.
- 5) The Developer shall be required to execute the Agreement to Lease cum Development Agreement with GIFTCL for grant of Development Rights within a period of 3 months from the date of this LOA # 2. The Agreement to Lease cum Development Agreement will mention in detail the rights and obligations of the respective parties in the matter of development of the said Sub-Project and for all the matters connected therewith.
- 6) The Developer shall be required to start the construction of the said Sub-Project after obtaining the Development Permission and the Commencement Certificate from the





Competent Authority as per the provisions of GIFT Area Development Control Regulations.

- 7) The Developer shall carry out the development of the said Sub-Project in terms of the Agreement to Lease cum Development Agreement and the Development Permission. The Developer shall complete the construction of the building of the said Sub-Project in compliance with the provisions of Development Permission, RERA and GIFT DCR, within the period of 5 years from the date of PLOA (i.e on or before March 21, 2023). In case of delay in completion of the construction of the Sub-Project building within the stipulated period, penal delay completion charges will be applicable as per the terms of Request For Proposal (RFP) dated January 05, 2018.
- 8) Upon completion of the building of the Sub-Project, the Developer shall obtain the Occupancy Certificate (OC) from Competent Authority. On issue of Occupancy Certificate and on receipt of total consideration amount of the Development Rights of the said Sub-Project, GIFTCL will execute a formal Lease Deed ("Lease Deed"), whereby Leasehold Rights on the Allotted Land will be granted in favour of the Developer. The Lease Deed will be for a period of 99 (Ninety-nine) years commencing from the date of execution of the Agreement to Lease cum Development Agreement.
- 9) In consideration of the Leasehold rights, the Developer shall pay the annual lease rent of Rs. 10/- per sq. mtr. (plus applicable GST) of the Allotted Land, with effect from the date of execution of Agreement to Lease cum Development Agreement.
- 10) From the date of issuance of Occupancy Certificate, the Developer shall also pay the annual City Level Maintenance charges (CLM) as per the prevailing policy of GIFTCL from time to time. Currently the City Level Maintenance charges are Rs. 8/- per sq. ft of BUA per annum.
- 11) The Developer shall pay the applicable connection and utility charges to the respective service providers for utilities viz power, water, sewage, Automated Waste Collection, District Cooling System, gas, IT, etc.
- 12) This LOA # 2 does not constitute vesting of the Development Rights at this stage. The Development Rights will be granted upon execution of the Agreement to Lease cum Development Agreement to be executed between GIFTCL and the Developer.
- 13) GIFTCL shall have the right to cancel this LOA # 2 and forfeit the amount paid, in case the Developer fails:
 - a. to pay the consideration towards the allotted Development Rights as per payment schedule attached herewith; or
 - b. to execute the Agreement to Lease cum Development Agreement with GIFTCL for grant of Development Rights, within 3 months from the date of this LOA # 2; or







GULBARGAT INTERNATIONAL
FINANCE TEC-CITY

c. to construct or develop the said Sub-Project within the stipulated development timeline.

- 14) This LOA # 2 is issued to you in duplicate. You are requested to duly sign the second copy of this Letter and return the same to us confirming your acceptance to the above terms and conditions.

Best Wishes,

Vineet Uprit

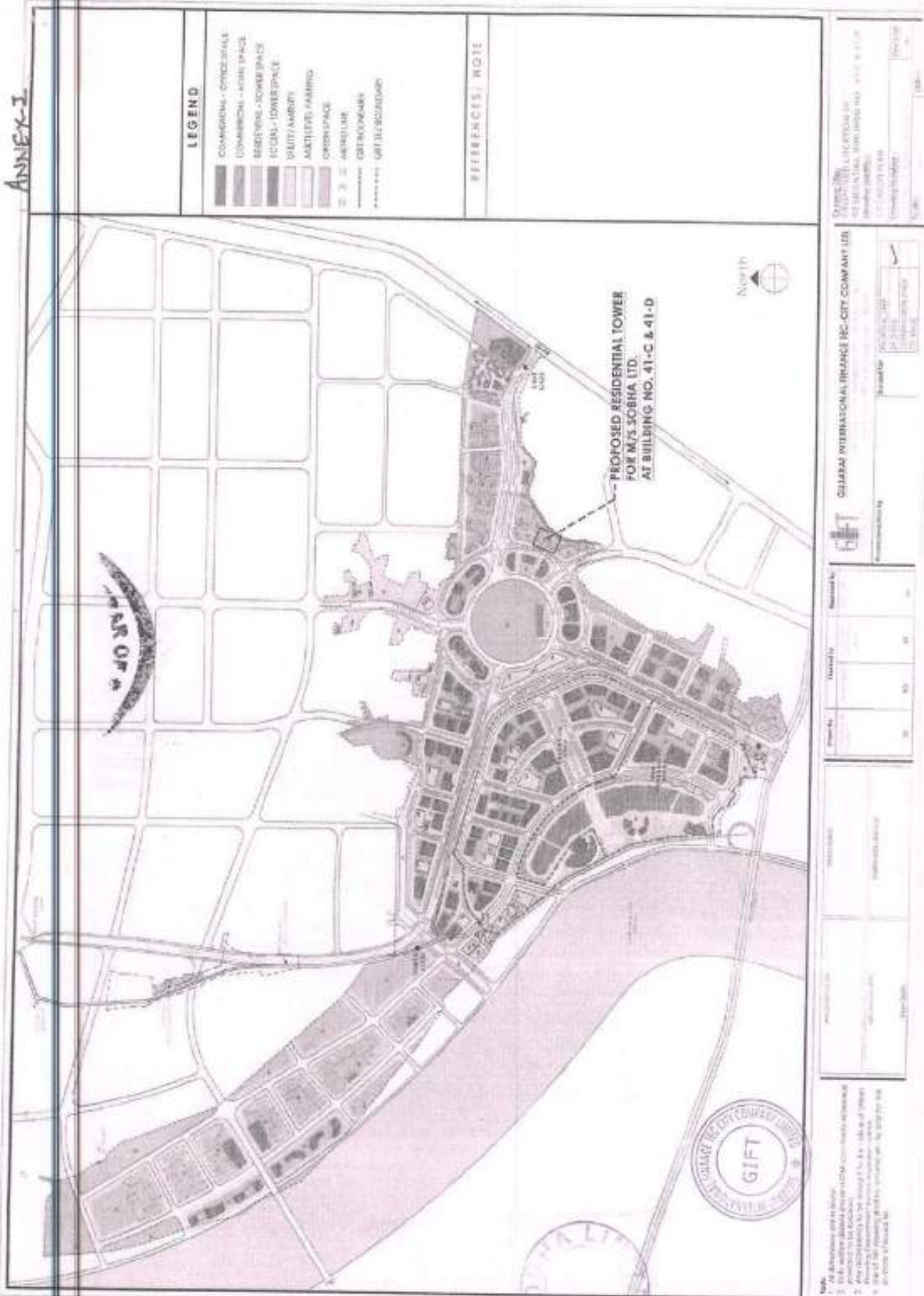
Vineet Uprit
Vice President- Business Development



Enclosed: Annex-I: Location Map
Annex-II: Payment Schedule:







Name: _____ Address: _____ City: _____ State: _____ Zip: _____ Telephone: _____ E-mail: _____	Date: _____ Page: _____
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GULF PUBLISHING COMPANY
 Houston, Texas 77002

Ref	Entered by	Entered on
1	10/10/10	10/10/10

Figure 1.22: A graph of the function $f(x) = x^2$ on the interval $[0, 1]$. The function is increasing and concave up, starting at the origin (0,0) and ending at (1,1).

the grass is greener.
 I'd like to see the CIA's counterintelligence
 efforts to be among the best of any
 government service. I'd like to see
 the CIA's efforts to be among the best of any
 government service.

1. *Indefinite*
2. *Indefinite*
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GILGAT INTERNATIONAL
FINANCE TEC-CITY

Annex-II
(Description of Payment Schedule)

Payment Schedule

Sr. No.	Payment towards Development Rights (%)	Payment Period
1	Rs. 2,84,34,200/- (Rupees Two Crores Eighty Four Lacs Thirty Four Thousand and Two Hundred Only), being 10% of the present consideration towards Development Rights as per this LOA # 2	Paid
2	Rs. 4,26,51,300/- (Rupees Four Crores Twenty Six Lacs Fifty One Thousand Three Hundred Only), being 15% of the present consideration towards Development Rights as per this LOA # 2	Paid
3	Rs. 1,70,60,520/- (Rupees One Crore Seventy Lacs Sixty Thousand Five Hundred Twenty Only), being 6% of the present consideration towards Development Rights as per this LOA # 2	Paid
4	Rs. 1,70,60,520/- (Rupees One Crore Seventy Lacs Sixty Thousand Five Hundred Twenty Only), being 6% of the present consideration towards Development Rights as per this LOA # 2	Paid
5	Rs. 1,99,03,940/- (Rupees One Crore Ninety Nine Lacs Three Thousand Nine Hundred and Forty Only), being 7% of the present consideration towards Development Rights as per this LOA # 2.	Paid
6	Rs. 1,99,03,940/- (Rupees One Crore Ninety Nine Lacs Three Thousand Nine Hundred and Forty Only), being 7% of the present consideration towards Development Rights as per this LOA # 2.	Within 42 calendar months from date of issue of PLOA dated March 21, 2018
7	Rs. 1,99,03,940/- (Rupees One Crore Ninety Nine Lacs Three Thousand Nine Hundred and Forty Only), being 7% of the present consideration towards Development Rights as per this LOA # 2.	Within 48 calendar months from date of issue of PLOA dated March 21, 2018





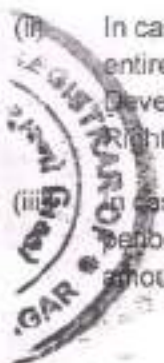


GULBARGAT INTERNATIONAL
FINANCE TEC-CITY

8	Rs. 1,99,03,940/- (Rupees One Crore Ninety Nine Lacs Three Thousand Nine Hundred and Forty Only), being 7% of the present consideration towards Development Rights as per this LOA # 2.	Within 54 calendar months from date of issue of PLOA dated March 21, 2018
9	Rs. 9,95,19,700/- (Rupees Nine Crores Ninety Five Lacs Nineteen Thousand Seven Hundred Only), being 35% of the present consideration towards Development Rights as per this LOA # 2.	Within 60 calendar months from date of issue of PLOA dated March 21, 2018 or submission of application for Occupancy Certificate, whichever is earlier.

Note:

- (i) All taxes including Stamp Duty, Registration Charges and other applicable duties, levies, cess, charges etc. shall be payable by the Developer.
- (ii) In case of early completion of the construction of the building/s of the Sub-Project, the entire payment towards consideration of the Development Rights shall be made by the Developer. GIFTCL will execute the Lease Deed only after receipt of total Development Rights consideration and issuance of Occupancy Certificate of the said Sub-Project.
- (iii) In case the payment for Development Rights is not made within the respective payment period as mentioned in the above schedule, an interest @ 1.5% per month on due amount will be charged till the date of payment.





ANNEXURE - B Final schedule

S. J. PANDIT, IFS (Retd.)
MEMBER SECRETARY
SEIAA (GUJARAT)



Government of Gujarat

STATE LEVEL ENVIRONMENT
IMPACT ASSESSMENT
AUTHORITY
GUJARAT

No. SEIAA/GUJ/EC/8(b)/903/2021

Date: 19 JUN 2021 BY R.P.A.D
Time Limit

Sub: Environment Clearance for the Area Development Project - Gujarat International Finance Tec-city (GIFT- DTA& SEZ) at Ratanpur Village (260, 260, 261, 262, 262/1, 262/4, 262/5, 262/5), Pirozpur village (2, 20, 22, 12, 13, 15, 16, 18, 19, 71, 71/P, 72/P, 73, 75, 76, 77), Shahpur village (12/A, 48, 164, 215, 268) & Valad Village (259/P, 328, 329, Gandhinagar, New Survey Number as per GoG Revenue Map 2016: Ratanpur Village (500), Pirozpur Village (179, 189, 316, 190, 188, 265, 264, 262, 323, 317, 318, 319, 186, 187), Shahpur Village (412, 353, 354, 456, 446, 482, 296, 198, 364, 365, 366, 367, 368) and Valad Village (445, 556, 557). District Gandhinagar by Gujarat International Finance Tec-City Company Limited (wholly own Subsidiary of GoG). Township project in Category 8 (b) of Schedule annexed with EIA Notification dated 14/09/2006.

Ref: Your Proposal No. SIA/GJ/MIS/61217/2020.

Dear Sir,

This has reference to your application along with Form-I, Form-I A dated 02/03/2021 seeking Environmental Clearance under Environment Impact Assessment Notification, 2006. The project was scheduled for hearing in the SEAC meeting held on 08/04/2021.

The proposal is for Environmental Clearance for the Area Development Project - Gujarat International Finance Tec-city (GIFT-DTA& SEZ) at Ratanpur Village (260, 260, 261, 262, 262/1, 262/4, 262/5, 262/5), Pirozpur village (2, 20, 22, 12, 13, 15, 16, 18, 19, 71, 71/P, 72/P, 73, 75, 76, 77), Shahpur village (12/A, 48, 164, 215, 268) & Valad Village (259/P, 328, 329, Gandhinagar, New Survey Number as per GoG Revenue Map 2016: Ratanpur Village (500), Pirozpur Village (179, 189, 316, 190, 188, 265, 264, 262, 323, 317, 318, 319, 186, 187), Shahpur Village (412, 353, 354, 456, 446, 482, 296, 198, 364, 365, 366, 367, 368) and Valad Village (445, 556, 557). District Gandhinagar by Gujarat International Finance Tec-City Company Limited (wholly own Subsidiary of GoG). This is a proposed building construction project having plot area of 758 acre (30,67,319.88 sq. m.) and the proposed FSI area of the project is 105.43, 20 to 40 m. with proposed built up area of 84,35,375 sq. m. As the built up area > 1,50,000 m² and plot area is > 50 hectares, it falls in the category 8(b) of the Schedule of EIA Notification, 2006.

The project activity is covered in 8(b) and falls in Category 'B'. Since the proposed project is in item no.2 of the EIA Notification, 2006, it does not need Public Consultation as per Para 7(i) III, Stage (3) (d) - Public Consultation of EIA Notification, 2006.

The SEAC, Gujarat had recommended the project vide their letter dated 11/06/2021 to grant Environmental Clearance to the SEIAA, Gujarat based on the decision taken during SEAC meeting held on 08/04/2021. The proposal was considered by SEIAA, Gujarat in its meeting held on 17/06/2021 at Gandhinagar. After careful consideration, the SEIAA hereby accords Environmental Clearance to above project under the provisions of EIA Notification dated 14th September, 2006 subject to the compliance of the following conditions.

A. PROJECT SPECIFIC CONDITIONS:

1. This Environmental Clearance supersedes the Environmental Clearance granted vide No. SEIAA/GUJ/EC/8(b)/278/2009 dated 03/11/2009.
2. Salient features of the proposed project of M/s Gujarat International Finance Tec-City Company Limited (GIFTCL) shall be as below:

S. No.	Project Particulars	Unit	Project Configuration (DTA + SEZ Area)
City Built Up Area :			
1	Commercial/Residential/Mixed Uses	m ²	49,71,152
2	Public & Semipublic & Amenities	m ²	9,94,130
3	Recreation	m ²	11,10,993
4	Transportation	m ²	5,78,620

Office: Gujarat Pollution Control Board, "Paryavaran Bhavan" Sector-10 A, Gandhinagar-382010

Phone No.: (079) 232-32152, 232-41514 Fax No.: (079) 232-22784

E-mail: mca@seiaa.gujarat.gov.in Website: www.seiaa.gujarat.gov.in

Page 1 of 8



A.2 OPERATION PHASE:

A.2.1 WATER

22. Total water requirement during the operation phase shall not exceed 70 MLD, out of which freshwater requirement of 40 MLD shall be met through Namada main canal (NMC) and the remaining 30 MLD of water requirement shall be met through treated sewage. Reduction in Fresh water consumption through reuse of treated water shall be accounted as proposed. No ground water shall be tapped during the operation phase. Metering of the water shall be done and its records shall be maintained.
23. Effluent from Domestic, Commercial & Institutional establishments (Sewage) including Cooling Tower Blow down and WTP Reject during operation phase shall not exceed 36 MLD which shall be treated in the proposed onsite Sewage Treatment Plants (STPs).
24. GIFTCL shall install and efficiently operate STPs of adequate capacity, comprising of primary, secondary & tertiary treatment facilities including MBBR (Membrane Bio-reactor) technology and U.V treatment, for treating the sewage & waste water to be generated during operation phase to achieve the GPCB norms at the final outlet. Treated sewage conforming to GPCB norms shall be utilized within premises for gardening & flushing purpose at the maximum extent possible. Treated waste water shall be reused for cooling tower make up purpose within premises.
25. A proper logbook of STP operation and also showing the quantity of treated sewage & treated waste water utilization within premises & quantity discharged into the drainage line shall be maintained and furnished to the GPCB from time to time.
26. Dual plumbing system with separate tanks and lines shall be provided for utilization of treated sewage for flushing along with other Water conservation measures based on Green rating system.
27. No bore well shall be constructed and existing bore wells, if any, shall be either sealed or converted into the recharge well.
28. Study to be undertaken on Hydro geological profile (water table/subsoil strata) to estimate maximum Rainwater Harvesting potential. Before recharging the run off, pre-treatment must be done to remove suspended matter. Proposed Ground water recharging structure shall be implemented in time bound manner.

A.2.2 AIR

29. G sets proposed as backup power of 20 MW capacity (Existing: 1x2750 KVA, 2x1500 KVA, 2x250 KVA, 1x100 KVA; Proposed: 14x1010 KVA) shall be of enclosed type and conform to prescribe standards under EPA Rules. Necessary acoustic enclosures with adequate stack height shall be provided at diesel generator set to mitigate the impact of noise.
30. The gaseous emissions from the D.G. Sets shall conform to the standards prescribed under EPA Rules as amended from time to time. At no time, the emission levels shall go beyond the stipulated standards.
31. The stack height of the D.G. sets shall be equal to the height needed for the combined capacity of all proposed D.G. sets.
32. The gaseous emission from the Plasma Pyrolysis plant for waste management shall conform to the standards under EPA Rules and amended from time to time.

A.2.3 MUNICIPAL SOLID WASTE

33. The solid waste generated shall be properly collected and segregated at source. The biodegradable waste shall be converted into useful end product by treating it into the proposed onsite Organic Waste Converter and the recyclable waste shall be sold to vendors whereas the other garbage shall be disposed off properly as per the provisions made by the GIFT UDA/GIFT NAC.
34. GIFT-City shall install composting plant and plasma pyrolysis plant of adequate capacity to ensure waste management as per the prevailing standards of CPCB/MoEF&CC guidelines.

A.2.4 BIOMEDICAL / HAZARDOUS / E-Waste

35. GIFTCL must strictly comply with the rules and regulations with regards to handling and disposal of Bio-medical waste in accordance with the Bio-Medical Waste Management Rules, 2016, as may be amended from time to time. Authorization from the GPCB must be obtained for collection / treatment / storage / disposal of Bio-medical wastes.
36. Bio-medical waste shall be segregated into different colour coded containers/bags at the point of generation in accordance with Schedule I of the Bio-Medical Waste Management Rules, 2016, prior to its storage, transportation, treatment and disposal. The containers shall be labeled according to Schedule IV of the Bio-Medical Waste Management Rules, 2016. Bio-medical wastes shall not be mixed with other wastes in any case.
37. GIFTCL must strictly comply with the rules and regulations with regards to handling and disposal of hazardous waste in accordance with the Hazardous Waste (Management, Handling and Transboundary) Rules 2008.



Authorization from the GPCB must be obtained for collection / treatment / storage / disposal of hazardous wastes.

36. STP sludge shall be used as soil conditioner. Left over quantity, if any, shall be disposed off as per the provisions made as per applicable standard.
35. Spent Carbon from activated carbon of STP for exchange resin shall be sent back for regeneration or disposed off at authorized TSDF site or as directed by GPCB.
40. Discarded Containers, Carboys and Used/Lubricating Oil shall be sold to the authorized recycler.
41. The unit shall obtain necessary permission from the Common Bio-medical Waste Treatment Facility (CBMTF) and TSDF operator for disposal of Bio-Medical Waste and hazardous solid wastes respectively.
42. GPCB shall follow provision of E-waste management Rules 2016 and amendment time to time. Necessary arrangements for channelizing E-waste from generation to disposal shall be ensured.

A 25 SAFETY AND WELFARE

43. GPCB shall ensure installation of Fire fighting facilities in each building like overhead tank and underground as per applicable Gujarat Fire Prevention and Life Safety Regulations/BRC; water tank fire hydrant, stand by pump for hydrant system, automatic fire hydrant system, fire alarm call point at each floor, one carbon dioxide type extinguisher and one dry chemical powder type extinguisher with ISI mark on each floor, automatic sprinkler system in the basement, stand by fire pump for sprinle system, jockey pumps, booster pumps, automatic fire detection and alarm system, portable fire extinguishers, gas based fire protection system for electrical panel, fire partition between electric room and service lift, refuge areas etc. as proposed.
44. Fire fighting facilities like Extinguisher, Sprinkler system and Fire Hydrant Systems meeting the NBC & Gujarat Fire Prevention and Life Safety Regulations requirement shall be provided. Pressure of pump shall be 7-7.5 kg/cm². A lightning arrester will be installed and properly earthed.
45. GPCB shall ensure that each building accord obtain fire safety certificate / Fire No-Objection Certificate (NOC) from the concerned authority and a periodic fire safety audit as per the prevailing Rules / Gujarat Fire Prevention and Life Safety Measures Act, 2015.
46. All the staircases and lifts shall open out at ground level from the highest point of building (with access from each floor) for emergency evacuation.
47. In basement at least two separate ramps of adequate width and slope shall be provided, located opposite ends.
48. Provision for adequate air changes per hour in the basement shall be made so as to avoid build up of CO₂ area.
49. Car park exhaust system equipped with CO (Carbon Monoxide) sensor shall be provided to ensure prompt detection of exhaust fumes as CO concentration levels.
50. Clear peripheral margin space, excluding the width for tree plantation, shall be provided in accordance to concerned local bye laws for unobstructed & easy movement of vehicles in case of emergency.
51. Design of conditioned & unconditioned space in building shall be in compliance with with applicable standards of Indoor Air Quality, which shall be monitored, as proposed.
52. Ensure Safety of Highest standard during Operation and Maintenance of City utility services viz. Sewage Treatment Plant, Power Distribution Network, District Cooling System etc.
53. Periodic Evacuation drill shall be conducted covering Emergency scenario identified during operation of the city.

A 23 PARKING / TRAFFIC CONGESTION

54. GPCB shall ensure minimum parking space as per GPCB at each building & city level, as proposed.
55. No public space including the service road shall be used or blocked for the parking and the trained staff shall be deployed to guide the visitors for parking and helping the senior citizens and physically challenged people to park their vehicles at appropriate parking places (valet parking).
56. Necessary signage including continuous display of status of parking availability at entry, exit and all other appropriate places shall be provided which should have appropriate size of letters and shall be visible from the at least 50 meter distance.

A 22 ENERGY CONSERVATION

57. Energy conservation measures viz. maximum use of natural lighting through architectural design, energy efficient motors & pumps, use of LED lighting fixtures and low voltage lighting, use of reflective material at terrace, use of Fly ash bricks, cross ventilation in all areas, provision of solar lighting in open and landscape areas, roof top solar panels and other measures recommended in ECBC 2017 by Bureau of Energy Efficiency (BEE) for Building Project etc. shall be implemented as proposed.
58. The energy audit shall be conducted at regular interval for commercial/institutional buildings, city utilities &



Phone No.:- (079) 233-32152, 233-41514 Fax No.:- (079) 233-22784
Email: gpcb@gpcb.org, gpcb@vsnl.net

plants etc. and the recommendations of the Audit Report shall be implemented with spirit.

59. GIFTCL shall explore the possibility of providing maximum possible capacity of solar panels based on the roof top area as well as open land area available within premises.

A 2.7 GREEN BELT

60. Green/Open area of 267 acres (i.e. 37.38 % of the total area) shall be developed as proposed in approved land use plan. The other open spaces shall be suitably landscaped and covered with vegetation of indigenous tree species.

B. GENERAL CONDITIONS

B1. PRE-CONSTRUCTION AND CONSTRUCTION PHASE

61. Roads leading to or at construction site must be beaved and blacktopped (i.e. - metallic roads).
62. No excavation of soil shall be carried out without adequate dust mitigation measures in place.
63. Grinding and cutting of building materials in open area shall be prohibited.
64. Construction material and waste should be stored only within earmarked area and road side storage of construction material and waste shall be prohibited.
65. Construction and demolition waste processing and disposal site shall be identified and required dust mitigation measures be notified at the site.
66. Dust mitigation measure shall be displayed prominently at the construction site for easy public viewing.
67. Environment Management Cell shall be formed, which shall supervise and monitor the environment related aspects of the project during construction and operational phases in addition to observance of Gujarat Building and other Construction Workers (Regulation of Employment & Conditions of Service) Rules 2003.
68. Prior permission from the competent authority shall be obtained for cutting of the existing trees before site preparation work is commenced.
69. Water demand during construction shall be reduced by use of curing agents, super plasticizers and other best construction practices.
70. Wind - breaker of appropriate height i.e. 1/3rd of the building height and maximum up to 10 meters shall be provided. Individual building within the project site shall also be provided with barricades.
- Regular water sprinkling shall be done in vulnerable areas for controlling fugitive emission.
- No uncovered vehicles carrying construction material and waste shall be permitted.
- No loose soil or sand or construction & demolition waste or any other construction material that cause dust shall be left uncovered. Uniform piling and proper storage of sand to avoid fugitive emissions shall be ensured.
71. Structural design of the project shall strictly adhere to the seismic zone norms for earthquake resistant structures.
72. The planning, designs and construction of all buildings shall be such as to ensure safety from fire.
73. The project proponent shall ensure maximum employment to the local people.
74. All required sanitary and hygienic measures shall be provided before starting the construction activities and to be maintained throughout the construction phase.
75. Provision shall be made for housing of construction labor within the site with all necessary infrastructure and facilities such as fuel for cooking, mobile toilets, mobile STP, safe drinking water, medical healthcare, crèches, electricity & ventilation, canteen, rest rooms, safe disposal system for garbage, first aid, medical and emergency facilities etc. to ensure that they do no ruin the existing environmental condition. The housing may be in the form of temporary structures to be removed after completion of the project.
76. Adequate personal protective equipments shall be provided to the construction workers to ensure their safety and the project proponent shall ensure its usage by the labours.
77. First Aid Box shall be made readily available in adequate quantity at all the times.
78. Training shall be given to all workers on construction safety aspects.
79. The project proponent shall strictly comply with the Building and other Construction Workers (Regulation of Employment & Conditions of Service) Act 1996 and Gujarat rules made there under and their subsequent amendments.
80. The overall noise level in and around the project area shall be kept well within the prescribed standards by providing noise control measures including acoustic insulation, hoods, silencers, enclosures vibration dampers etc. on all sources of noise generation.
81. Ambient noise levels shall conform to residential standards both during day and night. Incremental pollution load on the ambient air and noise quality shall be closely monitored during construction phase.
82. The noise generating equipments, machinery and vehicles shall not be operated during the night hours and shall be maintained properly to avoid generation of high noise due to wear and tear.



113. The project proponent shall install energy efficient devices, appliances, motors, and pumps conforming to the Bureau of Energy Efficiency norms.
114. The transformers and motors shall have minimum efficiency of 85%.
115. Only variable frequency motor drives shall be used in project.
116. Application of solar energy shall be incorporated for illumination of common areas, lighting for gardens and street lighting. In addition the provision for solar water heating system shall also be provided.
117. Use of glass shall be minimal to reduce the heat island effect as well as to reduce the electricity consumption.
118. The area earmarked as green area shall be used only for plantation and shall not be altered for any other purpose.
119. Drip irrigation/low volume, low angle sprinkler system shall be used for the lawns and other green area including tree plantation.
120. The project proponent shall inform to SEAC / SEIAA regarding the transfer of management responsibility to the Society / Association to be formed for the proposed project with all the supporting documents. The Society / Association formed for further management of the proposed project shall be responsible for compliance of all the conditions stipulated in the Environmental Clearance order.
121. Environmental Clearance granted for the project on the basis of documents related to land possession submitted shall become invalid in case the actual land for the project site turns out to be different from the land considered at the time of appraisal of the project and mentioned in the EC.
122. All other statutory clearances such as N.A. permission, approvals for storage of diesel from PESO, Fire Department, Airports Authority of India etc., if applicable, shall be obtained by the project proponent from the competent authorities.
123. All the conditions as may be stipulated in the N.A. order, Development permission, Building Use permission, NOC obtained from Fire Department etc. shall be strictly complied with.
124. The project management shall also comply with all the environment protection measures, risk mitigation measures and safeguards proposed by them.
125. The commitments / undertakings given to the SEAC during the appraisal process for the purpose of environmental protection and management shall be strictly adhered to.
126. The project proponent shall also comply with any additional condition that may be imposed by the SEAC or the State Government or any other competent authority for the purpose for the environmental protection and management.
127. All the terms & conditions prescribed in the amendment of EIA Notification - 2006 published by the MoEF&CC, New Delhi, Notification No. S.O. 3895(E) dated 9th December, 2016 shall be complied with letter & spirit.
128. The project proponent shall strictly comply with the Gujarat Building and other Construction Workers' (Regulation of Employment & Conditions of Service) Rules 2003 as well as Gujarat Lifts & Escalators Rules as amended from time to time.
129. Any further expansion or modifications in the project likely to cause environmental impacts shall be carried out without obtaining prior Environment Clearance from the concerned authority.
130. The above conditions shall be enforced, inter-alia under the provisions of the water (Prevention & Control of Pollution) Act, 1974, Air (Prevention & Control of Pollution) Act, 1981, the Environment (Protection) Act 1986 and the Hazardous Wastes (Management Handling and Trans boundary) Rules, 2008, Building and Other Construction Workers' (Regulation of Employment & Conditions of Service) Act-1996, The Gujarat Lifts and Escalators Act-2000 along with their amendments and rules.

33. OTHER

131. GIFTCL shall allocate the separate fund of Rs. 24 Crores as committed before SEAC. The entire activities [Regional Storm water Management, Avenue Plantation in Community, Improving Connectivity of nearby village, Providing Streetlights in nearby village, Balvatika for improving Cognitive development of construction workers children, Gym for nearby villages, Sports activities to promote sports for youth as per State Policy, River Protection] proposed under Corporate Environment Responsibility (CER) shall be part of Environment Management Plan (EMP) as per the MoEF&CC's OM no. F. No. 22-65/2017-IA/II dated 30.09.2020. The said activities shall be completed within 3 years from the commencement of the project. This shall be monitored and the monitoring report shall be submitted to the regional office of MoEF&CC as a part of half-yearly compliance report and to the District Collector. The monitoring report shall be posted on the website of the project proponent.
132. Environmental Monitoring Cell (EMC) cell shall be set up to monitor the proposed mitigation measures. Environmental Air Quality Monitoring, Drinking Water Quality, Ambient Noise Level, Solid waste, Meteorology, Flue gas from DG set and Waste plant shall be monitored as per



133. The project authorities shall earmark adequate funds to implement the conditions stipulated by SEIAA as well as GPCB along with the implementation schedule for all the conditions stipulated herein. The funds so provided shall not be diverted for any other purpose.
134. The project proponent shall adhere to provisions made for Corporate Environment Responsibility (CER) in Office Memorandum dated 01/05/2016 by Ministry of Environment, Forests & Climate Change and its amendments from time to time in a letter and spirit.
135. The applicant shall inform the public that the project has been accorded environmental clearance by the SEIAA and that the copies of the clearance letter are available with the GPCB and may also be seen at the Website of SEIAA/SEAC/GPCB. This shall be advertised within seven days from the date of the clearance letter in at least two local newspapers that are widely circulated in the region, one of which shall be in the Gujarati language and the other in English. A copy each of the same shall be forwarded to the concerned Regional Office of the Ministry.
136. It shall be mandatory for the project management to submit half-yearly compliance report in respect of the stipulated prior environmental clearance terms and conditions in hard and soft copies to the regulatory authority concerned and shall be uploaded on website of Gujarat Real Estate Regulatory Authority, on 1st June and 1st December of each calendar year.
137. The project authorities shall also adhere to the stipulations made by the Gujarat Pollution Control Board.
138. The project authorities shall inform the GPCB, Regional Office of MoEF&CC and SEIAA about the date of financial closure and final approval of the project by the concerned authorities and the date of start of the project.
139. The SEIAA may revoke or suspend the clearance if implementation of any of the above conditions is not found satisfactory. This environmental clearance is valid for seven years from the date of issue.
140. Any appeal against the environmental clearance shall lie with the National Green Tribunal, if preferred within a period of 30 days as prescribed under Section 15 of the National Green Tribunal Act, 2010.
141. Submission of any false or misleading information or data which is material to screening or scoping or appraisal or decision on the application makes the environment clearance cancelled.

With regards
Yours sincerely



(S. J. PANDIT)
Member Secretary
Issued to:

Loveleen Garg
Vice President
Gujarat International Finance Tec-city Company Limited
EPS Building No. 49A, Block 49,
Gyan Marg, Gandhinagar - 382356





ANNEXURE - C
Travel Schedule

भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

संदर्भ संख्या: एएआई/एएच/एटीसीओ-61/

दूरगामी डाक
दिनांक: 28.02.2018

सेवा में,

Rajesh Phadke, Sr VP,
GIFT City, Zonal Facility Center,
Block No-12, Road 01D, Zone -1
Gandhinagar-382355

विषय: ऐरोनॉटिकल स्टडी के पश्चात अनआपति प्रमाण पत्र जारी करे हेतु - NOC
ID: AHME/WEST/B/070414/45927, Case No AH161/2014.

महोदय,

The revised NOC letter for NOC ID: AHME/WEST/B/070414/45927, Case No AH161/2014 is enclosed. The NOC letter is been issued based on the authorization received from The GM(NOC), CHQ, New Delhi.



सद्यन्यताद

(Signature)
28/02/18
(तपन नायक)

सा.महाप्रबंधक (वा.या.नि. - एन.ओ.सी)
कृते विमानपत्तन निदेशक

प्रतिलिपि:- (सूचनार्थ)

1. कार्यपालक निदेशक (वा.या.नि), भारतीय विमानपत्तन प्राधिकरण, राजीव गांधी भवन, सफदरजंग हवाई अड्डा, नई दिल्ली-110003.
2. महाप्रबंधक (एन ओ सी), भारतीय विमानपत्तन प्राधिकरण, राजीव गांधी भवन, सफदरजंग हवाई अड्डा, नई दिल्ली-110003
3. प्रधान टाऊन प्लानर, गांधीनगर शहरी विकास सत्तामंडल (GUDA), ब्लॉक नं.09, भूमि तल, ऊद्योग भवन, सेक्टर-11, गांधीनगर - 380011 - सूचनार्थ।
4. गार्ड फाईल
5. विमानपत्तन निदेशक के निजी सचिव।



(Signature)
28/02/18
(तपन नायक)

सा.महाप्रबंधक (वा.या.नि. - एन.ओ.सी)
कृते विमानपत्तन निदेशक



Rajesh Phadke, Sr VP

GIFT City, Zonal Facility Center,
Block No-12, Road 01D, Zone-1
Gandhinagar-382355

Date: 28-02-2018
Valid Up to: 27-02-2026

Revised No Objection Certificate for Height Clearance based on Aeronautical Study.

Reference: CHQ Authorization Letter AAT/20012/122/2017-ARI (NOC) dated 10.10.2017 and revised Authorization letter no AAT/20012/122/2017-ARI (NOC) received vide email dated 22.11.2017 and 05.02.2018.
* ICAO Aeronautical Study Report: ICAO TCB Project IND 15801.

1. This NOC is issued by Airports Authority of India (AAI) in pursuance of responsibility conferred by and as per the provisions of Govt. of India (Ministry of Civil Aviation) order GSR/751 (E) dated 30th Sep. 2015 for Safe and Regular Aircraft Operations.

2. This office has no objection to the construction of the proposed structure as per the following details:

NOC ID/Case No : AHME/WEST/B/070414/45927	Applicant Name* Pankaj Sampad, C/O Gujarat International Finance Tech-City Company Ltd.	Site Address* GIFT Master Plan - Demarcated site for 52 Blocks of Buildings at GIFT City, Gandhinagar.	Site Coordinates* As Enclosed in Appendix B for individual Blocks.	Site Elevation in mtrs AMSL as submitted by Applicant* 63.00M	Permissible Top Elevation in mtrs Above Mean Sea Level(AMSL) As per Enclosed Appendix A : ICAO Aeronautical Study Summary Results/CHQ Authorization
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*Details as provided by the applicant

3. This NOC is subject to the terms and conditions as given below:

a. Permissible Top elevation has been issued on the basis of Site coordinates and Site Elevation submitted by Applicant. AAI neither owns the responsibility nor authenticates the correctness of the site coordinates & site elevation provided by the applicant. If at any stage it is established that the actual data is different, this NOC will stand null and void and action will be taken as per law. The office in-charge of the concerned aerodrome may initiate action under the Aircraft (Demolition of Obstruction caused by Buildings and Trees etc.) Rules, 1994"

b. The Structure height (including any superstructure) shall be calculated by subtracting the Site elevation in AMSL from the Permissible Top Elevation in AMSL i.e. Maximum Structure Height = Permissible Top Elevation minus (-) Site Elevation.

c. The issue of the 'NOC' is further subject to the provisions of Section 9-A of the Indian Aircraft Act, 1934 and any notifications issued there under from time to time including the Aircraft (Demolition of Obstruction caused by Buildings and Trees etc.) Rules, 1994.

Airport Director, Sardar Vallabhbhai Patel International Airport, Ahmedabad-380 003 (Gujarat), Telephone - 91-79-2286 9211

પાંક્જ સમ્પદ, સર્દાર વલ્લભભાઈ પટેલ આંતરરાષ્ટ્રીય વિમાનતટ, અમદાવાદ-૩૮૦ ૦૦૩ (ગુજરાત) - ૯૧-૭૯-૨૨૮૬ ૯૨૧૧





भारतीय विमानपत्तन प्राधिकरण
AIRPORTS AUTHORITY OF INDIA

- d. No radio/TV Antenna, lighting arresters, staircase, Muntree, Overhead water tank and attachments of fixtures of any kind shall project above the Permissible Top Elevation of 102.53 M (Restricted), as indicated in para 2.
- e. Only use of oil fired or electric fired furnace is permissible, within 8 KM of the Aerodrome Reference Point.
- f. The certificate is valid for a period of 8 years from the date of its issue. One time revalidation without assessment may be allowed, provided construction work has commenced, subject to the condition that such request shall be made within the validity period of the NOC and the delay is due to circumstances which are beyond the control of the developer.
- g. No light or a combination of lights which by reason of its intensity, configuration or colour may cause confusion with the aeronautical ground lights of the Airport shall be installed at the site at any time, during or after the construction of the building. No activity shall be allowed which may affect the safe operations of flights.
- h. The applicant will not complain/claim compensation against aircraft noise, vibrations, damages etc. caused by aircraft operations at or in the vicinity of the airport.
- i. Day markings & night lighting with secondary power supply shall be provided as per the guidelines specified in chapter 6 and appendix 6 of Civil Aviation Requirement Series 'B' Part I Section 4, available on DGCA India website: www.dgca.in
- j. The applicant is responsible to obtain all other statutory clearances from the concerned authorities including the approval of building plans. This NOC for height clearances is to ensure the safe and regular aircraft operations and shall not be used as document for any other purpose/claim whatsoever, including ownership of land etc.
- k. This NOC has been issued w.r.t. the Civil Airports. Applicant needs to seek separate NOC from Defence, if the site lies within their jurisdiction.
- l. In case of any discrepancy/interpretation of NOC letter, English version shall be valid.
- m. In case of any dispute w.r.t site elevation and/or AGL height, top elevation in AMSL shall prevail.
- n. This authorization is issued as per the Approval of the Appellate Committee of Ministry of Civil Aviation in its meeting held on 11.09.2017.
- o. The Height being authorised vide this letter is restricted to the coordinates mentioned in Appendix-B.
- p. The height has been cleared through aeronautical study and therefore it shall not give shielding benefit to any other structure.
- q. Mitigation measures as mentioned under sub para (1), (2) and (3) shall be adopted to fulfil the requirements of
- (i) Pilots need to be made aware of potentially hazardous conditions; and the responsibility of the state to publish deviations from standards that would otherwise be assumed under licensing status.

हवाई अड्डा निदेशक सरदार वल्लभ भाई पटेल अंतर्राष्ट्रीय हवाई अड्डा अहमदाबाद - 380 003 दूरभाष संख्या : 91-79-2286 9211

Airport Director, Sardar Vallabhbhai Patel International Airport, Ahmedabad-380 003 (Gujarat). Telephone - 91-79-2286 9211





(iii)

The responsibility of the state to publish deviations from standards that would otherwise be assumed under licensing status.

1. The Airport Operator Should Publish the Obstacle, to fulfil the above requirement before it penetrates the Obstacle Limitation Surface. It is the responsibility of the applicant/ Owner to notify the Airport Operator/Airport Director accordingly.
2. Day marking and night lighting shall be provided by the applicant/ owner as per the guidelines specified in CAR Section 4 in coordination with and to the satisfaction of the Airport Operator/ Airport Director.
3. Any temporary structures such as cranes, being used for the purpose of construction should not exceed the permissible top elevation without the written permission of the Airport Operator/ Airport Director.

Chairman NOC Committee

Region Name: WEST

Address: Jr. General Manager Airports
Authority of India, SVP

International Airport
Ahmedabad-380003(Gujarat)

Email ID: nocahm@aai.aero

Contact No: 079-22838111

गणराज्य भारत (गणराज्य)
Assistant General Manager (ATM-NOC)
गणराज्य भारत (गणराज्य)
Member Secretary (NOC)
गणराज्य भारत (गणराज्य)
AAI, S.V.P.I. Airport, Ahmedabad-380003

28/02/18





भारतीय विमानपत्तन प्राधिकरण
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APPENDIX - A

Sl No.	BLOCK	Requested Top Elevation (AMSL) in meters	Recommended NOC for Top Elevation (AMSL) in meters
1.	B10	474.00	177.00
2.	B11	181.75	181.75
3.	B12	183.88	183.88
4.	B13	305.00	183.91
5.	B14	305.00	183.91
6.	B15	188.00	185.58
7.	B16	365.00	183.26
8.	B20	264.00	158.00
9.	B21	185.00	147.00
10.	B21A	185.00	151.00
11.	B22	265.00	147.00
12.	B23	305.00	161.00
13.	B24	188.00	182.07
14.	B25	365.00	181.85
15.	B26	185.00	143.50
16.	B31	185.00	143.50
17.	B32	169.00	169.00
18.	B33	182.33	182.33
19.	B34	189.00	183.90
20.	B36	186.51	186.51
21.	B37	186.80	186.80
22.	B38	186.80	186.80
23.	B40	186.80	186.80
24.	B41	191.00	186.80
25.	B42	190.00	186.80

28/02/18





Sl No.	BLOCK	Requested Top Elevation (AMSL) in meters	Recommended Elevation (AMSL) in meters	NOC for Top
26.	B43	190.00	186.80	
27.	B44	197.34	197.34	
28.	B45	197.15	197.15	
29.	B46	192.00	186.80	
30.	B46A	194.11	194.11	
31.	B47	186.80	186.80	
32.	B48	193.98	193.98	
33.	B49	195.02	195.02	
34.	B50A	196.53	196.53	
35.	B50B	186.80	186.80	
36.	B51	190.00	186.80	
37.	B52	186.80	186.80	
38.	B53	190.00	186.80	
39.	B54	186.80	186.80	
40.	B55	189.00	186.80	
41.	B56	193.00	186.80	
42.	B57	186.80	186.80	
43.	B58	185.00	184.34	
44.	B59	183.12	183.12	
45.	B60	183.76	183.76	
46.	B61	185.46	185.46	
47.	B62	186.00	184.85	
48.	B63	186.80	186.80	
49.	B64	186.23	186.23	
50.	B70	186.80	186.80	
51.	B71	193.19	193.19	
52.	B72	192.66	192.66	



28/02/18
जा. वि. प्रा. वि.



Appendix B

BLOCK COORDINATES - GIFT City, Gandhinagar, Gujarat.

Blocks	Points	WGS-84 coordinates	
B10	B10.1	23°09'25.820"	072°40'43.420"
	B10.3	23°09'34.020"	072°40'38.080"
	B10.4	23°09'37.870"	072°40'47.100"
	B10.5	23°09'37.880"	072°40'47.100"
	B10.6	23°09'30.780"	072°40'54.800"
	B10.8	23°09'40.410"	072°40'39.370"
B11	B11.1	23°09'34.950"	072°40'37.030"
	B11.2	23°09'42.700"	072°40'29.870"
	B11.3	23°09'45.510"	072°40'31.220"
	B11.4	23°09'44.770"	072°40'30.230"
	B11.5	23°09'42.700"	072°40'29.870"
	B11.6	23°09'43.310"	072°40'31.220"
B12	B11.7	23°09'42.730"	072°40'34.490"
	B11.8	23°09'40.650"	072°40'38.410"
	B12.1	23°09'47.810"	072°40'40.410"
	B12.2	23°09'41.640"	072°40'38.560"
	B12.3	23°09'44.560"	072°40'33.490"
	B12.4	23°09'46.050"	072°40'31.940"
B13	B12.5	23°09'48.420"	072°40'36.500"
	B12.6	23°09'47.640"	072°40'34.070"
	B12.8	23°09'48.730"	072°40'41.180"
	B13.1	23°09'41.320"	072°40'39.570"
	B13.2	23°09'47.850"	072°40'41.160"
	B13.3	23°09'49.490"	072°40'43.040"
B14	B13.4	23°09'48.100"	072°40'48.790"
	B13.5	23°09'39.310"	072°40'46.480"
	B14.1	23°09'38.670"	072°40'47.220"
	B14.2	23°09'47.920"	072°40'49.740"
	B14.3	23°09'46.640"	072°40'55.210"
	B14.4	23°09'35.520"	072°40'52.180"
B15	B15.1	23°09'35.660"	072°41'03.910"
	B15.2	23°09'40.120"	072°40'59.280"
	B15.3	23°09'42.200"	072°40'54.970"
	B15.4	23°09'46.510"	072°40'56.240"
	B15.5	23°09'44.230"	072°41'05.390"
	B15.6	23°09'38.140"	072°41'09.470"



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08/02/18
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M/s Gujarat International Financial Tech-City (GIFT), Gandhinagar
AA/2001/27/2013-AR (NOC)

Blocks	Points	WGS-84 coordinates
B16	B16.1	23°09'31.840" 072°40'55.010"
	B16.2	23°09'34.510" 072°40'52.830"
	B16.3	23°09'41.240" 072°40'54.790"
	B16.4	23°09'30.170" 072°40'59.620"
	B16.5	23°09'35.300" 072°41'02.940"
B20	B20.1	23°09'22.330" 072°40'45.540"
	B20.2	23°09'24.100" 072°40'44.460"
	B20.3	23°09'24.110" 072°40'44.480"
	B20.4	23°09'28.380" 072°40'54.270"
	B20.6	23°09'08.233" 072°40'54.224"
B21	B20.7	23°09'09.961" 072°40'47.701"
	B20.8	23°09'29.093" 072°40'55.847"
	B20.9	23°09'18.988" 072°40'58.142"
	B21.1	23°09'04.440" 072°40'57.680"
	B21.2	23°09'05.470" 072°40'57.680"
B21A	B21.4	23°09'05.000" 072°41'02.020"
	B21.5	23°09'01.340" 072°40'59.970"
	B21.6	23°09'01.490" 072°40'57.160"
	B21.7	23°09'02.100" 072°40'57.830"
	B21.8	23°09'02.780" 072°40'57.640"
B21A	B21.9	23°09'04.440" 072°40'57.680"
	B21A.1	23°09'04.440" 072°40'57.680"
	B21A.2	23°09'05.470" 072°40'57.680"
	B21A.4	23°09'04.630" 072°40'57.080"
	B21A.5	23°09'05.660" 072°40'55.620"
B21A	B21A.6	23°09'05.230" 072°40'54.970"
	B21A.7	23°09'05.420" 072°40'54.180"
	B21A.8	23°09'05.860" 072°40'53.560"
	B21A.9	23°09'06.080" 072°40'53.510"
	B21A.1	23°09'06.150" 072°40'53.180"
B21A	B21A.1	23°09'05.880" 072°40'53.020"
	B21A.1	23°09'07.440" 072°40'52.160"
	B21A.1	23°09'08.350" 072°40'50.430"
	B21A.1	23°09'08.190" 072°40'47.990"
	B21A.1	23°09'09.370" 072°40'47.780"
B21A	B21A.1	23°09'09.550" 072°40'49.940"
	B21A.1	23°09'05.600" 072°40'56.950"





Blocks	Points	WGS-84 coordinates	
B22	B22.1	23°09'06.150"	072°40'57.270"
	B22.2	23°09'07.600"	072°40'54.990"
	B22.3	23°09'12.960"	072°40'57.840"
	B22.4	23°09'10.080"	072°41'04.670"
	B22.5	23°09'05.980"	072°41'02.770"
B23	B23.1	23°09'13.820"	072°40'58.100"
	B23.2	23°09'18.680"	072°40'58.810"
	B23.3	23°09'23.900"	072°40'58.830"
	B23.4	23°09'19.400"	072°41'09.450"
	B23.5	23°09'10.870"	072°41'05.120"
B24	B24.1	23°09'22.200"	072°41'05.460"
	B24.2	23°09'26.470"	072°41'06.410"
	B24.3	23°09'32.450"	072°41'05.500"
	B24.4	23°09'34.940"	072°41'11.250"
	B24.5	23°09'29.020"	072°41'13.740"
B25	B24.6	23°09'20.290"	072°41'09.850"
	B25.1	23°09'25.250"	072°40'58.140"
	B25.2	23°09'28.660"	072°40'56.980"
	B25.3	23°09'32.050"	072°41'04.620"
	B25.4	23°09'27.870"	072°41'05.800"
B30	B25.5	23°09'22.620"	072°41'04.680"
	B30.1	23°09'00.340"	072°41'11.740"
	B30.2	23°08'59.880"	072°41'12.090"
	B30.3	23°08'59.270"	072°41'10.590"
	B30.4	23°08'59.710"	072°41'10.370"
	B30.5	23°08'59.000"	072°41'08.450"
	B30.6	23°08'58.330"	072°41'06.320"
	B30.7	23°08'59.860"	072°41'04.110"
	B30.8	23°09'03.200"	072°41'05.100"
	B30.10	23°09'02.910"	072°41'05.790"



28/02/18

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01/08/2018



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Blocks	Points	WGS-84 coordinates
B36	B36.1	23°09'39.110" 072°41'16.020"
	B36.2	23°09'35.890" 072°41'18.570"
	B36.3	23°09'32.150" 072°41'16.800"
	B36.4	23°09'35.240" 072°41'14.870"
	B36.5	23°09'35.670" 072°41'14.680"
	B36.6	23°09'40.270" 072°41'12.280"
	B36.7	23°09'40.660" 072°41'12.110"
	B36.8	23°09'44.030" 072°41'10.640"
	B36.9	23°09'43.280" 072°41'14.610"
	B37.1	23°09'34.690" 072°41'30.030"
	B37.2	23°09'31.850" 072°41'28.590"
	B37.3	23°09'30.880" 072°41'25.250"
B37	B37.4	23°09'30.810" 072°41'21.750"
	B37.5	23°09'32.950" 072°41'19.410"
	B37.6	23°09'35.010" 072°41'21.980"
	B37.7	23°09'35.060" 072°41'24.770"
	B37.8	23°09'35.790" 072°41'26.970"
	B38.1	23°09'36.240" 072°41'20.390"
	B38.2	23°09'39.650" 072°41'16.680"
	B38.3	23°09'46.440" 072°41'17.660"
	B38.4	23°09'48.760" 072°41'21.760"
	B38.5	23°09'47.940" 072°41'26.920"
	B38.6	23°09'44.480" 072°41'29.950"
	B38.7	23°09'38.230" 072°41'28.830"
B38	B38.8	23°09'35.860" 072°41'24.760"
	B40.1	23°09'36.200" 072°41'31.310"
	B40.2	23°09'39.270" 072°41'30.490"
	B40.3	23°09'40.820" 072°41'31.030"
	B40.4	23°09'42.440" 072°41'31.190"
	B40.5	23°09'44.410" 072°41'33.590"
	B40.6	23°09'42.470" 072°41'35.720"
	B40.7	23°09'39.880" 072°41'35.450"
	B40.8	23°09'37.410" 072°41'34.550"





Blocks	Points	WGS-84 coordinates	
B31	B31.1	23°09'03.200"	072°41'05.100"
	B31.2	23°09'02.910"	072°41'05.790"
	B31.3	23°09'00.340"	072°41'11.740"
	B31.4	23°09'05.640"	072°41'10.370"
	B31.5	23°09'04.440"	072°41'10.280"
	B31.6	23°09'04.280"	072°41'11.080"
	B31.7	23°09'02.980"	072°41'11.410"
	B31.8	23°09'01.570"	072°41'10.810"
	B31.11	23°09'08.280"	072°41'07.660"
B32	B32.1	23°09'08.280"	072°41'07.660"
	B32.2	23°09'16.410"	072°41'20.280"
	B32.3	23°09'16.190"	072°41'20.720"
	B32.4	23°09'15.320"	072°41'21.210"
	B32.5	23°09'13.410"	072°41'20.320"
	B32.6	23°09'11.290"	072°41'23.750"
	B32.7	23°09'10.200"	072°41'23.000"
	B32.8	23°09'12.620"	072°41'17.230"
	B32.9	23°09'09.470"	072°41'15.800"
	B32.10	23°09'08.670"	072°41'21.450"
	B32.11	23°09'08.220"	072°41'21.160"
	B32.12	23°09'08.700"	072°41'17.990"
	B32.13	23°09'05.830"	072°41'13.910"
	B32.14	23°09'08.280"	072°41'07.660"
	B32.15	23°09'18.010"	072°41'12.760"
	B32.16	23°09'15.720"	072°41'18.530"
	B32.17	23°09'15.710"	072°41'19.590"
	B32.18	23°09'16.410"	072°41'20.280"
B33	B33.1	23°09'16.210"	072°41'19.230"
	B33.2	23°09'18.900"	072°41'13.170"
	B33.3	23°09'22.490"	072°41'15.020"
	B33.4	23°09'19.860"	072°41'21.120"
	B33.5	23°09'16.210"	072°41'19.230"
B34	B34.1	23°09'30.110"	072°41'24.870"
	B34.2	23°09'28.350"	072°41'25.300"
	B34.3	23°09'20.690"	072°41'21.490"
	B34.4	23°09'23.380"	072°41'15.420"
	B34.5	23°09'30.239"	072°41'19.200"





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* B42 and B43 constitute a single block with their four coordinates for the study.

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Blocks	Points	WGS-84 coordinates
B41	B41.1	23°09'42.210" 072°41'49.520"
	B41.2	23°09'42.210" 072°41'49.520"
	B41.3	23°09'39.490" 072°41'49.870"
	B41.4	23°09'39.490" 072°41'49.820"
	B41.5	23°09'40.370" 072°41'44.940"
	B41.6	23°09'34.750" 072°41'37.780"
	B41.7	23°09'28.320" 072°41'36.210"
	B41.8	23°09'34.010" 072°41'33.460"
	B41.9	23°09'38.980" 072°41'35.860"
	B41.10	23°09'43.180" 072°41'37.390"
B42	B42.1	23°09'42.210" 072°41'49.520"
	B42.3	23°09'39.490" 072°41'49.820"
	B43.1	23°09'40.990" 072°41'58.960"
	B43.2	23°09'42.980" 072°41'57.980"
B43	B44.1	23°09'50.210" 072°42'12.080"
	B44.2	23°09'49.620" 072°42'16.420"
	B44.3	23°09'41.570" 072°42'08.020"
	B44.4	23°09'41.050" 072°42'10.000"
B44	B44.5	23°09'42.870" 072°42'07.280"
	B45.1	23°09'43.470" 072°42'05.340"
	B45.2	23°09'45.570" 072°42'00.820"
	B45.3	23°09'50.810" 072°42'03.390"
B45	B45.4	23°09'49.880" 072°42'04.750"
	B46.1	23°09'50.710" 072°42'01.180"
	B46.2	23°09'45.390" 072°41'59.860"
	B46.3	23°09'45.960" 072°41'36.310"
B46	B46.4	23°09'50.820" 072°41'32.880"
	B46.5	23°09'44.474" 072°41'50.517"
	B46A.1	23°09'53.500" 072°41'33.520"
	B46A.2	23°09'52.390" 072°41'37.760"
B46A	B46A.3	23°09'51.600" 072°41'36.530"
	B46A.4	23°09'51.940" 072°41'31.200"
	B46A.5	23°09'51.890" 072°41'33.460"





Blocks	Points	WGS-84 coordinates	
B47	B47.1	23°09'48.600"	072°41'27.360"
	B47.2	23°09'49.570"	072°41'24.620"
	B47.3	23°09'52.540"	072°41'23.340"
	B47.4	23°09'53.530"	072°41'26.220"
	B47.5	23°09'52.090"	072°41'29.870"
	B47.6	23°09'50.070"	072°41'32.480"
	B47.7	23°09'46.670"	072°41'32.970"
	B47.8	23°09'46.761"	072°41'29.587"
B48	B48.1	23°09'57.420"	072°41'29.420"
	B48.2	23°09'58.600"	072°41'25.060"
	B48.4	23°09'52.520"	072°41'30.320"
	B48.5	23°09'53.210"	072°41'24.340"
B49	B49.1	23°10'07.150"	072°41'37.410"
	B49.2	23°09'57.420"	072°41'29.420"
	B49.3	23°09'58.600"	072°41'25.060"
	B49.4	23°10'12.529"	072°41'26.694"
	B49.5	23°10'12.554"	072°41'25.574"
B50A	B50A.1	23°10'04.290"	072°41'24.550"
	B50A.2	23°10'10.730"	072°41'19.900"
	B50A.3	23°10'10.610"	072°41'22.000"
	B50A.4	23°10'08.600"	072°41'24.290"
B50B	B50B.1	23°09'54.230"	072°41'20.560"
	B50B.2	23°10'00.550"	072°41'18.570"
	B50B.3	23°10'01.760"	072°41'18.550"
	B50B.4	23°10'02.780"	072°41'23.790"
	B50B.5	23°10'02.750"	072°41'24.530"
B51	B51.1	23°09'45.190"	072°41'13.410"
	B51.2	23°09'47.970"	072°41'12.310"
	B51.3	23°09'50.930"	072°41'14.880"
	B51.4	23°09'52.730"	072°41'17.800"
	B51.5	23°09'51.710"	072°41'21.180"
	B51.6	23°09'49.060"	072°41'20.030"
	B51.7	23°09'47.870"	072°41'17.980"
	B51.8	23°09'46.320"	072°41'16.530"



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Blocks	Points	WGS-84 coordinates
B52	B52.1	23°10'01.450" 072°41'12.840"
	B52.2	23°10'01.050" 072°41'14.240"
	B52.3	23°09'54.150" 072°41'20.280"
	B52.4	23°09'53.410" 072°41'17.620"
	B52.5	23°09'56.150" 072°41'05.320"
B52.6	B52.6	23°10'03.640" 072°41'05.750"
	B52.7	23°10'06.240" 072°41'08.600"
	B53.1	23°09'48.500" 072°41'02.790"
	B53.2	23°09'55.300" 072°41'04.560"
	B53.3	23°09'53.210" 072°41'13.320"
B53.4	B53.4	23°09'52.850" 072°41'15.760"
	B53.5	23°09'47.850" 072°41'11.500"
	B53.6	23°09'47.190" 072°41'10.850"
	B53.7	23°09'46.850" 072°41'09.970"
	B54.1	23°09'56.880" 072°41'03.410"
B54.2	B54.2	23°10'09.670" 072°41'03.130"
	B54.3	23°09'56.310" 072°40'56.170"
	B54.4	23°09'58.090" 072°40'47.730"
	B54.5	23°09'59.580" 072°40'47.750"
	B54.6	23°10'01.217" 072°41'00.026"
B54.7	B54.7	23°10'07.122" 072°41'04.622"
	B55.1	23°09'55.670" 072°41'03.440"
	B55.2	23°09'48.770" 072°41'01.600"
	B55.3	23°09'50.700" 072°40'53.080"
	B55.4	23°09'55.860" 072°40'54.440"
B55.5	B55.5	23°09'55.780" 072°40'57.070"
	B55.6	23°09'56.280" 072°41'02.010"
	B56.1	23°09'52.190" 072°40'46.060"
	B56.2	23°09'57.180" 072°40'47.240"
	B56.3	23°09'57.480" 072°40'49.630"
B56.4	B56.4	23°09'56.170" 072°40'53.590"
	B56.5	23°09'50.880" 072°40'52.130"



Blocks	Points	WGS-84 coordinates	
B57	B57.1	23°09'53.900"	072°40'38.030"
	B57.2	23°09'54.520"	072°40'35.070"
	B57.3	23°09'55.340"	072°40'32.670"
	B57.4	23°09'55.780"	072°40'32.050"
	B57.5	23°09'57.050"	072°40'33.130"
	B57.6	23°09'57.160"	072°40'38.730"
	B57.7	23°09'57.150"	072°40'46.060"
	B57.8	23°09'52.450"	072°40'44.940"
B58	B58.1	23°09'48.730"	072°40'41.180"
	B58.2	23°09'48.420"	072°40'36.500"
	B58.3	23°09'47.640"	072°40'34.070"
	B58.4	23°09'46.050"	072°40'31.940"
	B58.6	23°09'50.380"	072°40'27.410"
	B58.7	23°09'53.780"	072°40'30.280"
	B58.8	23°09'51.400"	072°40'38.130"
	B58.9	23°09'50.130"	072°40'43.210"
B59	B59.1	23°09'45.510"	072°40'31.220"
	B59.2	23°09'44.770"	072°40'30.230"
	B59.3	23°09'42.700"	072°40'29.870"
	B59.5	23°09'44.390"	072°40'26.320"
	B59.6	23°09'46.270"	072°40'24.160"
	B59.7	23°09'49.590"	072°40'26.860"
	B59.8	23°09'45.510"	072°40'31.220"
B60	B60.1	23°09'47.920"	072°40'22.270"
	B60.2	23°09'56.620"	072°40'08.230"
	B60.3	23°10'01.460"	072°40'14.050"
	B60.4	23°09'51.400"	072°40'24.650"
B61	B61.1	23°09'59.230"	072°40'25.290"
	B61.2	23°09'55.440"	072°40'28.060"
	B61.3	23°09'52.490"	072°40'25.420"
	B61.4	23°10'02.110"	072°40'15.260"
	B61.5	23°10'06.770"	072°40'19.130"
	B61.6	23°10'03.800"	072°40'23.970"
B62	B62.1	23°09'56.750"	072°40'08.060"
	B62.2	23°10'04.630"	072°39'56.970"
	B62.3	23°10'12.320"	072°40'06.410"
	B62.4	23°10'02.280"	072°40'13.570"

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28/02/15
C.A.



Blocks	Points	WGS-84 coordinates
B63	B63.1	23°10'03.380" 072°40'14.530"
	B63.2	23°10'23.970" 072°40'00.020"
	B63.3	23°10'25.350" 072°40'00.320"
B64	B63.4	23°10'07.220" 072°40'18.490"
	B64.1	23°10'05.060" 072°39'56.430"
	B64.2	23°10'16.770" 072°39'45.990"
B70	B64.3	23°10'23.690" 072°39'58.520"
	B64.4	23°10'13.300" 072°40'05.950"
	B70.1	23°10'17.640" 072°39'45.310"
B71	B70.3	23°10'30.540" 072°39'38.130"
	B70.4	23°10'36.490" 072°39'49.820"
	B70.5	23°10'25.480" 072°39'57.270"
B72	B70.6	23°10'17.640" 072°39'45.310"
	B71.1	23°10'27.270" 072°39'58.760"
	B71.2	23°10'47.540" 072°39'44.270"
B71	B71.3	23°10'48.530" 072°39'46.830"
	B71.4	23°10'45.830" 072°39'48.920"
	B71.5	23°10'41.830" 072°39'52.490"
B72	B71.6	23°10'27.270" 072°39'58.760"
	B72.1	23°10'31.090" 072°39'37.900"
	B72.2	23°10'44.220" 072°39'33.660"
B72	B72.3	23°10'47.180" 072°39'42.170"
	B72.4	23°10'37.340" 072°39'49.310"

Annexure D-I Third schedule

જામીન: ગાંધીનગર જિલ્લો
મોજો: રતનપુર, કીરોજપુર, શાહપુર, વલાહ
તા. ગાંધીનગર, ના અલગ અલગ સ. નં. પૈકી
ની ૪૧૨ એકર જમીન GIFTCL ને અને ૨૫૦
એકર જમીન GIFT SEZ ને ફાળવવા બાબત

ગુજરાત સરકાર
મહેસૂલ વિભાગ
ઠરાવ નં: જમન/૨૨૨૦૦૭/૧૯૬૬/અ.૧
સચિવાલય, ગાંધીનગર.
તા. ૨૫/૩/૨૦૧૧.

સંદર્ભ:- (૧) સા.વ.વિ.નો પત્રકમાંક: મપબ/૧૦/૨૦૧૧(૧)કેયુ તા. ૧૨.૧.૧૧
(૨) શહેરી વિકાસ અને શહેરી ગૃહ નિર્માણ વિભાગની તા. ૧૭.૧.૧૧ ની નોંધ

ઠરાવ:

ફોક્સટરશી, ગાંધીનગરના તા. ૪.૩.૦૮, ૧૨.૩.૦૮, ૪.૭.૦૮ અને તા. ૫.૯.૦૮ ના હુકમોથી
મોજો: રતનપુર, કીરોજપુર, શાહપુર, વલાહ તાલુકો/જિલ્લો ગાંધીનગરના નીચે જણાવેલ સર્વે નંબરો પૈકી ની
૨૬૭-૭૭-૭૪ ચો.મી. (૬૬૨ એકર) જમીનનો આગોતરો કબજો Gujarat International Finance
Tec-City ના પ્રોજેક્ટ માટે ગુજરાત અર્બન ડેવલપમેન્ટ કંપની લી. ને સોંપવામાં આવેલ છે. આગોતરો કબજો
પેલ જમીન પૈકી ૪૧૨ એકર જમીન Gujarat International Finance Tec-city Company Limited
(GIFTCL) ને તથા ૨૫૦ એકર જમીન GIFT SEZ Ltd ને ખાસ ડિસ્ક્રિપ્શન ટોકન કિંમત રૂ. ૧/- (અંક
રૂપિયો એક પુરા) વસુલ લેવાની ધરતે રાજ્ય સરકાર માલિકી હકના આધારે ગીસી મૂકી શકાય તે સ્વરૂપમાં
તબદિલ કરવાની મંજૂરી આપવામાં આવે છે. તથા આ જમીન નવી અને અવિભાજ્ય વિકિવાદિ નિયંત્રિત ધરતે
નીચે જણાવેલ ધરતોએ ગીકેટ પ્રોજેક્ટ માટે ઉક્ત બે કંપનીઓને ફાળવવા ઠરાવવામાં આવે છે.

અ. નં.	કલે. શ્રીના આગોતરો કબજાના હુકમની તારીખ	ગામ	સદર	બ્લોક નં./ સ.નં.	સેક્ટર સે. આરે. ચો.મી.
૧	૪.૩.૦૮ તથા તા. ૧૨.૩.૦૮	રતનપુર	સરકારી પડતર	૨૬૨	૧૧૮-૦૩-૪૬
૨		કીરોજપુર	સરકારી પડતર	૨	૫૬-૫૬-૪૯
૩		કીરોજપુર	ગાયર	૨૨	૨૭-૭૩-૭૨
૪		કીરોજપુર	સરકારી	૨-ડી	૨૦-૧૧-૫૪
૫	તા. ૪.૭.૦૮	શાહપુર	સરકારી	૧૨-એ	૨૧-૯૭-૫૩
૬		શાહપુર	"	૪૮	૪-૯૦-૫૦
૭		શાહપુર	"	૧૬૪	૩-૩૦-૪૬
૮		શાહપુર	"	૨૬૮	૧-૬૧-૮૮
૯		રતનપુર	"	૨૫૯	૦-૬૪-૪૮





(255 2710)				
26-66-0527	195			
09-20-8	228	..	..	26
82-45-8	228	..	..	26
00-00-1	242	..	3186	26
28-02-0	21	..	25275	26
00-00-2	1/252	..	..	26

(ટ) પ્રોજેક્ટની કુલ કિંમત (Project landed cost) વસુલ કરવાના હેતુસર ગ્રીડ ઓફ નકકી કરે તે નીતિ મુજબ વિવિધ ઉપયોગો માટે વિકાસ હકકોના સંદર્ભમાં ગ્રીડ કંપની મુળ/તળિયાની કિંમત (base price) નકકી કરશે જેને દર વર્ષે અદ્યતન કરી સરકારશ્રીની મંજૂરી લઈ તેનો અમલ કરવામાં આવશે.

(દ) GIFT કોર સાઈટ અને રહેણાંકનો વિસ્તાર એક સાથે ડેવલપ કરશે. GIFTCL વિકાસ પામેલ રહેણાંક વિસ્તાર કોમર્શીયલ સાઈટ ખરીદનાર કંપનીના કર્મચારીઓ/ અધિકારીઓ માટે જ ઉપયોગ કરી શકશે. અન્ય બહારની કોઈ વ્યક્તિને લીઝ કે અન્ય રીતે તબદીલ કરી શકશે નહીં.

૨. આ ઠરાવ અન્વયે સંબંધિત સંસ્થાને ઠરાવેલ જમીનની કિંમત દિન-૩૦ માં જમા કરાવવા પત્ર લખાઈ જાણ કરવી અને ૨૬મ વસુલ થયા પછી આ અંગે કલેક્ટરશ્રીએ ફાળવેલી માટેના હુકમો કરી તેની નકલ સરકારશ્રીમાં રજુ કરવાની રહેશે.

૩. મંજૂર થયેલ જમીનની સરકારશ્રીના તા. ૨૭.૩.૧૯૮૪ ના ઠરાવ ક્ર: જમન/૩૯૮૪/૧૬૧૫/ખ તેમજ તા. ૨.૪.૧૯૮૧ ના ક્રમાંક જમન/૩૯૮૨/૫૦૨૮/અ માં જણાવ્યા મુજબ ચોકકસ માપણી થયેલી ખંટ માપ સાથેનો પ્રત્યક્ષ કબજો સંબંધકર્તાને સોંપાના પંચકપાસ કરવાની કાર્યવાહી દિન-૩૦ માં પુરી કરી સંબંધિત સંસ્થાને ફાળવેલ જમીનની નિયત નમુનામાં સનદ આપવાની કાર્યવાહી બીજા ૩૦ દિવસમાં પુરી કરવા તેની સરકારમાં જાણ કરવાની રહેશે.

૪. આ હુકમો ખાસ કિસ્સામાં કરવામાં આવે છે અને આ કિસ્સો અન્ય કિસ્સાઓમાં લાગુ પડશે નહિ.

૫. આ ઠરાવ શહેરી વિકાસ અને શહેરી મૂલ નિર્માણ વિભાગની ફાઈલ ક્રમાંક UDA-102011-4745/V

પર નાણા વિભાગની તા. ૩.૧.૨૦૧૧ની નોંધથી મળેલ અનુમતિ અન્વયે બહાર પાડવામાં આવે છે.

ગુજરાતના રાજ્યપાલશ્રીના હુકમથી અને તેમના નામે,

(કે. એસ. પ્રજાપતિ)
સેક્શન અધિકારી
મહેસૂલ વિભાગ, ગુજરાત સરકાર

પ્રતિ,
કલેક્ટરશ્રી,
ગાંધીનગર. (કામના કાગળો સહીત)

નકલ રવાના:-

- ❖ ડીરેક્ટર ઈન્સ્પેક્ટર ઓફ લેન્ડ રેકર્ડ્સ, ગાંધીનગર.
- ❖ એકાઉન્ટન્ટ જનરલશ્રી, ગુજરાત રાજ્ય, અમદાવાદ / રાજકોટ.
- ❖ માન. મંત્રીશ્રી (મહેસૂલ) ના અંગત સચિવશ્રી, સચિવાલય, ગાંધીનગર.
- ❖ નાણા શાખા, મહેસૂલ વિભાગ, સચિવાલય, ગાંધીનગર.
- ❖ શ.પિ. અને શ.ગુ.નિ. વિભાગ તેઓની ફા.ક્ર: UDA-102011/4745/V સાથે.
- ❖ નાયબ સેક્શન અધિકારીશ્રી સિલેક્ટ ફાઈલ.
- ❖ શાખા સિલેક્ટ ફાઈલ.

GN DEC 2011





ANNEXURE-D-I

Annexed Schedule

જમીન ગાંધીનગર જિલ્લો

ગ્રીફ્ટ સીટીને ફાળવેલ જમીનની શરતમાં
સુધારો કરવા બાબત

ગુજરાત સરકાર

મહેસૂલ વિભાગ

ઠરાવ ક્રમાંક:- જમન/૨૨૨૦૦૭/૧૯૬૬(પાર્ટ)/અ.૧

સચિવાલય, ગાંધીનગર

તારીખ: ૧૮/૧૦/૨૦૧૭

વંચાણે લીધા:-

- (૧) મહેસૂલ વિભાગનો ઠરાવ ક્રમાંક-જમન/૨૨૨૦૦૭/૧૯૬૬/અ.૧, તા.૨૨/૦૩/૨૦૧૧
- (૨) EMPOWERED COMMITTEE FOR GIFT PROJECT ની તા.૨૦/૦૪/૨૦૧૭ની બેઠકની કાર્યવાહી નોંધ
- (૩) સામાન્ય વહીવટ વિભાગનો પત્ર નં.મપબ-૧૦-૨૦૧૭(૬૯/૧૮૪)-કેયુ, તા.૧૭/૧૦/૧૭

ઠરાવ:

મહેસૂલ વિભાગના વંચાણે લીધા ઠરાવ (૧) થી મોજે:સ્તનપુર, ફીરોજપુર, શાહપુર, વલાદ તા.ગાંધીનગરના અલગ અલગ સર્વે નંબર પૈકીની જમીનો GIFTCL અને GIFT SEZ Ltd. ને ફાળવવામાં આવેલ છે. આ ઠરાવના મુદ્દા નં.(૯) માં નીચે મુજબ જોગવાઈ કરવામાં આવેલ છે.

"GIFT કોર સાઈટ અને રહેણાંકનો વિસ્તાર એક સાથે ડેવલપ કરશે. GIFTCL વિકાસ પામેલ રહેણાંક વિસ્તાર કોમર્શિયલ સાઈટ ખરીદનાર કંપનીના કર્મચારીઓ/અધિકારીઓ માટે જ ઉપયોગ કરી શકશે. અન્ય બહારની કોઈ વ્યક્તિને લીઝ કે અન્ય રીતે તબદીલ કરી શકશે નહીં."

ઉક્ત શરતમાં સુધારો કરીને નીચે મુજબ ઠરાવવામાં આવે છે.

"GIFT કોર સાઈટ અને રહેણાંકનો વિસ્તાર એક સાથે ડેવલપ કરશે/કરાવશે. GIFTCL વિકાસ પામેલ રહેણાંક વિસ્તાર કોમર્શિયલ સાઈટ ખરીદનાર કંપનીના કર્મચારીઓ/અધિકારીઓ માટે જ ઉપયોગ કરી શકશે. અન્ય બહારની કોઈ વ્યક્તિને લીઝ કે અન્ય રીતે તબદીલ કરી શકશે નહીં પરંતુ આ રહેણાંક યુનિટો પૈકીના ફક્ત પ્રથમ ૫૦૦૦ એકમો પુરતી જ કોઈપણ વ્યક્તિ, કંપની કે પેઢી દ્વારા ખરીદી શકાશે જે વ્યક્તિઓ ગ્રીફ્ટસીટી ખાતે કાર્ય કરી રહ્યા હશે તેને જ આ ૫૦૦૦ રહેણાંકીય એકમોનો ઉપયોગ કરવા દેવામાં આવશે. આ બાબતનું ચુસ્તપણે પાલન થાય તેની જવાબદારી અરજદાર એકમ ગુજરાત ઇન્ટરનેશનલ ફાઇનાન્સ ટેક





ପ୍ରାପ୍ତ ଟଙ୍କା (କ)

ପ୍ରାପ୍ତ ଟଙ୍କା ପ୍ରାପ୍ତ ଟଙ୍କା (ନ)

ସାମାଜିକ ସେବା ପ୍ରାପ୍ତ ଟଙ୍କା (ଅ)

ସାମାଜିକ ସେବା ପ୍ରାପ୍ତ ଟଙ୍କା (ଓ)

ସାମାଜିକ ସେବା ପ୍ରାପ୍ତ ଟଙ୍କା (ଈ)

ସାମାଜିକ ସେବା ପ୍ରାପ୍ତ ଟଙ୍କା (ଉ)

ସାମାଜିକ ସେବା ପ୍ରାପ୍ତ ଟଙ୍କା

(By RPA) ସାମାଜିକ ସେବା ପ୍ରାପ୍ତ ଟଙ୍କା

ସାମାଜିକ ସେବା ପ୍ରାପ୍ତ ଟଙ୍କା

ସାମାଜିକ ସେବା ପ୍ରାପ୍ତ ଟଙ୍କା

ସାମାଜିକ ସେବା ପ୍ରାପ୍ତ ଟଙ୍କା

ସାମାଜିକ ସେବା ପ୍ରାପ୍ତ ଟଙ୍କା

(ସାମାଜିକ ସେବା ପ୍ରାପ୍ତ ଟଙ୍କା)

ସାମାଜିକ ସେବା ପ୍ରାପ୍ତ ଟଙ୍କା

ସାମାଜିକ ସେବା ପ୍ରାପ୍ତ ଟଙ୍କା

ସାମାଜିକ ସେବା ପ୍ରାପ୍ତ ଟଙ୍କା

ସାମାଜିକ ସେବା ପ୍ରାପ୍ତ ଟଙ୍କା

ସାମାଜିକ ସେବା ପ୍ରାପ୍ତ ଟଙ୍କା

ସାମାଜିକ ସେବା ପ୍ରାପ୍ତ ଟଙ୍କା

ANNEXURE-D-II

Third Schedule

જમીન સંપાદન-ગાંધીનગર

ગુજરાત ઇન્ટરનેશનલ કાયદાનાંસ

ટેકસીટી (ગિફ્ટ) માટે જમીન સંપાદન

ગુજરાત સરકાર

મહેસૂલ વિભાગ,

ઠરાવ ક્રમાંક:- જગધ/૧૬૦૮/૬૫૫/ધ

સચિવાલય, ગાંધીનગર

તા.૨૨/૩/૨૦૧૧

ગુજરાત ઇન્ટરનેશનલ કાયદાનાંસ ટેકસીટી (ગિફ્ટ) ના કામે નીચે મુજબની જમીન સંપાદન કરવા અંગે કલમ-૪ નું જાહેરનામા ક્રમાંક:- અમ/૨૦૦૮/૫૫/મ/જગધ/૧૬૦૮/૬૫૫/ધ, તા.૨૭/૩/૨૦૦૮ ના રોજ તેમજ કલમ-૬ નું જાહેરનામા ક્રમાંક:અમ/૨૦૦૮/૧૦૦/મ/જગધ/૧૬૦૮/૬૫૫/ધ, તા.૨૭/૫/૨૦૦૮ ના રોજ મંજૂર કરવામાં આવેલ છે.

સ.નં.	ગામ/તાલુકો/જિલ્લો	પ્લોટ નંબર	ક્ષેત્રફળ (હે.આરે.ચો.મી.)
૧	પિરોજપુર/ગાંધીનગર/ગાંધીનગર	૧૩	૧-૨૦-૩૯
૨		૧૫	૦-૫૨-૬૧
૩		૧૬	૦-૨૬-૩૦
૪		૧૮	૦-૫૮-૬૮
૫		૧૯	૦-૫૬-૬૬

સ.નં.	ગામ/તાલુકો/જિલ્લો	સર્વે નંબર	ક્ષેત્રફળ (હે.આરે.ચો.મી.)
૧	રતનપુર/ગાંધીનગર/ગાંધીનગર	૨૬૦	૦-૫૨-૩૨
૨		૨૬૧	૦-૫૯-૪૬

કુલ..... ૪-૨૬-૪૨





ઉક્ત જમીનો અંગે મેનેજીંગ ડીરેક્ટરશ્રી, ગુજરાત અર્બન ડેવલપમેન્ટ કંપની ગાંધીનગર દ્વારા કરવામાં આવેલ દરખાસ્તના અનુસંધાનમાં ગુજરાત ઇન્ટરનેશનલ ફાયનાન્સ ટેકસીટી (ગિફ્ટ) માટે જમીન સંપાદન ધારો-૧૮૯૪ હેઠળ જમીન સંપાદન કરવામાં આવેલ છે. સવાલવાળી જમીનો ગુજરાત ઇન્ટરનેશનલ ફાયનાન્સ ટેકસીટી ની કંપની GIFT SEZ LTD ને ગીરો મુકી શકાય તે સ્વરૂપે નીચેની શરતોએ તબદીલ કરવાની આથી મંજૂરી આપવામાં આવે છે.

શરતો:-

(૧) ઉક્ત બંને કંપનીઓ પ્રોજેક્ટના વિકાસ માટે આ જમીન વિકાસકારોને ફ્લેક્ટરશ્રી/ સરકારશ્રીની પૂર્વ મંજૂરી વિના તથા પ્રિમિયમ વસૂલ કર્યા સિવાય ભાડા પર આપી શકશે પરંતુ ભાડાપટ્ટો ૯૯ વર્ષથી વધારે સમય માટે આપી શકશે નહિં.

(૨) વિકાસકારોને આપવામાં આવેલ આવી ભાડપટ્ટાની જમીન ઉપર તેઓના વિકાસ હક્ક રહેશે. કોઇપણ પ્રકારનો માલિકિ હક્ક ઉભો થઇ શકશે નહિં.

(૩) વિકાસકાર પ્રોજેક્ટના વિકાસ સંબંધે નાણા ઉભા કરવા માટે પોતાને મળેલ વિકાસ હક્કો મુકી શકશે.

(૪) તબદીલ જમીનનો કબજો જ્યારે GIFTCL & GIFT SEZ LTD કંપનીને તબદીલથી આપવામાં આવે ત્યારે સ્ટેમ્પ ડ્યુટી અને નોંધણી ફી ની ચૂકવણી માંથી મુક્તિ આપવામાં આવે છે.

(૫) ઉક્ત બંને કંપનીઓ વિકાસકારોને વિકાસ માટે જમીન ભાડાપટ્ટેથી ફાળવે ત્યારે SEZ ના પ્રવર્તમાન નિયમનુસાર સ્ટેમ્પ ડ્યુટી અને નોંધણી ફી તેમજ અન્ય વેરાઓમાંથી મુક્તિ આપવાની રહેશે.

(૬) વિકાસકારો જ્યારે પોતાનો વિકાસ હક્ક અન્ય કંપની કે વ્યક્તિને તબદીલ કરે તે પ્રસંગે મહેસૂલ વિભાગના તા.૫/૯/૦૮ ના SEZ અંગેના ઠરાવમાં સુચવ્યા મુજબનું પ્રિમિયમ તથા પ્રવર્તમાન નિયમાનુસાર સ્ટેમ્પ ડ્યુટી અને નોંધણી ફી સરકાર વતી વસૂલ કરીને સરકારમાં જમા કરાવવાની જવાબદારી ઉક્ત બંને કંપનીઓની રહેશે, આવી રકમ દર ત્રણ માસે અચૂકપણે સરકારમાં જમા કરાવવાની રહેશે. જો તેમાં ચૂક થશે તો ૧૨% ના દરે વિલંબીત વ્યાજ કંપનીએ સરકારને ચૂકવાનું રહેશે.

(૭) આ પ્રોજેક્ટના પ્રથમ તબક્કા દરમિયાન જે કાંઇ સરપ્લસ રકમ બંને એકમો ને મળશે તે રકમ રાજ્ય સરકાર અને બંને એકમો વચ્ચે સરખા હિસ્સે (૫૦-૫૦ ટકા) વહેંચવામાં આવશે. ત્યાર પછીના તમામ તબક્કાઓ દરમિયાન મુળ કિંમત ઉપરાંત વિકાસ હકમાંથી





મળનાર સરપ્લાસ રકમ ગુજરાત સરકાર અને ગિફ્ટ કંપની વચ્ચે ૮૦-૨૦ ના દરે વહેંચવામાં આવશે. આવી સરપ્લાસ રકમની ગણતરી કરવાની શ્રેષ્ઠ રીતે રાજ્ય સરકાર અલગથી નક્કી કરશે.

(૮) પ્રોજેક્ટની કુલ કિંમત (Project landed cost) વસૂલ કરવાના હેતુસર ગિફ્ટ બોર્ડ નક્કી કરે તે નીતિ મુજબ વિવિધ ઉપયોગો માટે વિકાસ ફંડોના સદર્ભમાં ગિફ્ટ કંપનીની મુળ / તળીયાની કિંમત (Base price) નક્કી કરશે જેને દર વર્ષે અદ્યતન કરી સરકારશ્રીની મંજૂરી લઈ તેનો અમલ કરવાનો રહેશે.

(૯) ગિફ્ટ કોર સાઇટ અને રહેણાંકનો વિસ્તાર એક સાથે ડેવલપ કરશે. GIFTCL વિકાસ પામેલ રહેણાંક વિસ્તાર કોમર્શીયલ સાઇટ ખરીદનાર કંપનીના કર્મચારીઓ / અધિકારીઓ માટેજ ઉપયોગ કરી શકશે. અન્ય બહારની કોઇ વ્યક્તિને લીઝ કે અન્ય કોઇ રીતે તબદીલ કરી શકશે નહિં.

(૧૦) આ ફુકમ ખાસ કિસ્સામાં કરવામાં આવે છે અને આ કિસ્સો અન્ય કિસ્સાઓમાં લાગુ પડશે નહિં.

(૧૧) આ મંજૂરી શહેરી વિકાસ અને શહેરી ગૃહ નિર્માણ વિભાગને ફાઇલ ક્રમાંક:-

જી.સી. ૧૦૨૦૧૧/૪૭૪૫/વ. ઉપર નાણા વિભાગની તા.૩/૧/૨૦૧૧ ની નોંધથી મળેલ અનુમતિ અન્વયે બહાર પાડવામાં આવે છે.

ગુજરાતના રાજ્યપાલશ્રીના ફુકમ થી અને તેમના નામે.

(કે.ડી.ઉપાધ્યાય)

ઉપસચિવ

મહેસૂલ વિભાગ, ગુજરાત સરકાર

પ્રતિ, :

કલેક્ટરશ્રી,

ગાંધીનગર

નકલ રવાના:-

(૧) શહેરી વિકાસ અને શહેરી ગૃહ નિર્માણ વિભાગ, ગાંધીનગર

(૨) ગુજરાત ઇન્ટરનેશનલ ફાયનાન્સ ટેકસીટી, અમદાવાદ

(૩) ખાસ જમીન સંપાદન અધિકારીશ્રી, ગાંધીનગર

(૪) ડી.આઇ.એલ.આર. ગાંધીનગર





ANNEXURE-D-III

Third schedule

નં.સીબી/જમીન/વશી.૬૨૫૪ થી ૬૨૭૦/૨૦૧૧

જિલ્લા કલેક્ટરની કચેરી,
ગાંધીનગર.

તારીખ:૧૫-૪-૨૦૧૧

વંચાણમાં લીધું:-

- (૧) અત્રેની કચેરીના હુકમ નં.સીબી/જમીન/વશી. ૫૯૨૨/૩૧/૦૭, તા.૨૭.૬.૦૭ તથા તા.૪.૩.૦૮ ના સુધારા હુકમ નં.સીબી/જમીન/વશી. ૧૮૧૭ થી ૧૮૨૭/૦૮ તથા હુકમ નં.સીબી/જમીન/વશી.૨૦૪૫ થી ૨૦૫૬/૦૭, તા.૧૨.૩.૦૮ તથા હુકમ નં.સીબી/જમીન/વશી. ૭૪૦૨ થી ૭૪૦૧/૦૮, તા.૪.૭.૦૮.
- (૨) સરકારશ્રીના મહેસુલ વિભાગના તા.૨૨.૩.૨૦૧૧ ના ઠરાવ ક્રમાંક:જમન/૨૨૨૦૦૭/૧૯૬૬/અ.૧
- (૩) અત્રેની કચેરીના તા.૧૫.૪.૨૦૧૧ ના પત્ર નં.સીબી/જમીન/વશી. ૪૭૫૩/૧૧.
- (૪) ગુજરાત ઈન્ટરનેશનલ ફાયનાન્સ ટેક સીટી કંપની લિ., અમદાવાદના તા.૧૫.૪.૧૧ નો પત્ર તથા ગીફ્ટ સેઝ લિ. (GIFT SEZ LTD) નો તા.૧૫.૪.૧૧ નો પત્ર.
- (૫) સરકારશ્રીના મહેસુલ વિભાગનો ઠરાવ ક્રમાંક:જમન/૩૯૮૨/૫૦૮૨૮/અ, તા.૨૪.૪.૮૧.
- (૬) સરકારશ્રીના મહેસુલ વિભાગનો ઠરાવ ક્રમાંક:જમન/૩૯૮૪/૧૬૧૫/અ, તા.૨૭.૩.૮૪.
- (૭) મુંબઈ જમીન મહેસુલ અધિનિયમ-૧૮૭૯ અને ગુજરાત જમીન મહેસુલ નિયમો-૧૯૭૨.

હુકમ ::

આમુખ-૧ ના અત્રેની કચેરીના હુકમોથી મોજે.રતનપુરના સ.નં.૨૬૨, ૨૫૯, ૨૬૨/૧ તથા ફીરોજપુરના સ.નં.૨, ૨૨, ૨-હી, ૧૨ તથા શાહપુરના સ.નં.૧૨/એ, ૪૮, ૧૬૪, ૨૬૮ તથા વલાદના સ.નં.૨૫૯, ૩૨૮, ૩૨૯ ની જમીનોના આગોતરા કબજા ગુજરાત અર્બન ડેવલપમેન્ટ કંપની લિ.ને સોંપવા હુકમો કરવામાં આવેલ અને સદર જમીન ગુજરાત અર્બન ડેવલપમેન્ટ કંપની લિ. ને (GIFT) Project માટે ફાળવી આપવા અંગેની ધોરણસરની દરખાસ્ત અત્રેથી સરકારશ્રીમાં આદેશો અર્થે રજૂ કરવામાં આવેલ છે.

આમુખ-૨ ના સરકારશ્રીના મહેસુલ વિભાગના તા.૨૨.૩.૨૦૧૧ ના ઠરાવ મોજે.રતનપુરના સ.નં.૨૬૨, ૨૫૯, ૨૬૨/૧ તથા ફીરોજપુરના સ.નં.૨, ૨૨, ૨-હી, ૧૨ તથા શાહપુરના સ.નં.૧૨/એ, ૪૮, ૧૬૪, ૨૬૮ તથા વલાદના સ.નં.૨૫૯, ૩૨૮, ૩૨૯ ની હે.આરે. ૨૬૭-૭૭-૭૪ ચો.મી. (૬૬૨ એકર) જમીનનો આગોતરો કબજો ગુજરાત ઈન્ટરનેશનલ ફાઈનાન્સ ટેક સીટીના પ્રોજેક્ટ માટે ગુજરાત અર્બન ડેવલપમેન્ટ કંપની લિ.ને સોંપવામાં આવેલ તે જમીન પૈકી ૪૧૨ એકર જમીન ગુજરાત ઈન્ટરનેશનલ ફાઈનાન્સ ટેક સીટી કંપની લિ.ને તથા ૨૫૦ એકર જમીન ગીફ્ટ સેઝ લિ. (GIFT SEZ LTD) ને ખાસ કિસ્તામાં ટોકન કિંમત રૂ.૧/- વસુલ લેવાની શરતે રાજ્ય સરકાર માંથી હુકમના આધારે ગીરો મૂકી શકાય તે સ્વરૂપમાં તબદીલ કરવાની મંજૂરી આપવામાં આવેલ છે.

[illegible]

“**ကံကံ ပျက်စီး ခဲ့ပြီဟု**

[illegible]

ଆବେଦନ କରୁଥିବା ବ୍ୟକ୍ତିଙ୍କ ନାମ ଓ ଠିକଣା ଉଲ୍ଲେଖ କରାଯାଇଛି ।

શરતો ::

- (૧) ઉક્ત બન્ને કંપનીઓ પ્રોજેક્ટના વિકાસ માટે આ જમીન વિકાસકારોને કલેક્ટર શ્રી/સરકારશ્રીની પૂર્વ મંજૂરી વિના તથા પ્રિમિયમ વસુલ કર્યા સિવાય ભાડાપટ્ટે આપી શકાશે. આ ભાડાપટ્ટો ૯૯ વર્ષથી વધારે સમય માટે આપી શકાશે નહીં.
- (૨) વિકાસકારો (Developer) ને આપવામાં આવેલ આવી ભાડાપટ્ટાની જમીન ઉપર તેઓના વિકાસ હકક (Development rights) રહેશે. કોઈપણ પ્રકારનો માલિકી હકક ઉભો થઈ શકશે નહીં.
- (૩) વિકાસકાર પ્રોજેક્ટના વિકાસ સંબંધે નાણાં ઉભા કરવા માટે પોતાને મળેલ વિકાસ હકકો ગીરો મૂકી શકશે.
- (૪) સરકાર દ્વારા, ગુજરાત ઍર્બન ડેવલોપમેન્ટ કંપનીને આગોતરા કબજાથી સોંપવામાં આવેલ જમીન જ્યારે GIFTCL કે GIFT SEZ Ltd. કંપનીને તબદીલ કરવામાં આવશે ત્યારે તેને સ્ટેમ્પ ડ્યુટી અને નોંધણી ફીની ચૂકવણીમાંથી મુક્તિ આપવા સરકારશ્રીએ ઠરાવેલ છે.
- (૫) ઉક્ત બન્ને કંપનીઓ વિકાસકારને વિકાસ માટે જમીન ભાડાપટ્ટેથી ફાળવે ત્યારે પણ SEZ ના પ્રવર્તમાન નિયમાનુસાર તેઓને સ્ટેમ્પ ડ્યુટી અને નોંધણી ફી તેમજ અન્ય વેરાઓમાંથી મુક્તિ આપવા સરકારશ્રીએ ઠરાવેલ છે.
- (૬) વિકાસકાર જ્યારે પોતાનો વિકાસ હકક અન્ય કંપની કે વ્યક્તિને તબદીલ કરે તે પ્રસંગે મહેસુલ વિભાગના તા.પ.૯.૦૮ ના SEZ અંગેના ઠરાવમાં સૂચવ્યા મુજબનું પ્રિમિયમ તથા પ્રવર્તમાન નિયમાનુસાર સ્ટેમ્પ ડ્યુટી અને નોંધણી ફી સરકારે વસુલ કરીને સરકારમાં જમા કરાવવાની જવાબદારી ઉક્ત બન્ને કંપનીઓની રહેશે. આવી રકમ દર ત્રણ માસે અચૂકપણે સરકારમાં જમા કરાવવાની રહેશે. જો તેમાં ચૂકવશે તો ૧૨% ના દરે વિલંબિત વ્યાજ કંપનીએ સરકારને ચૂકવવાનું રહેશે.
- (૭) આ પ્રોજેક્ટના પ્રથમ તબક્કા દરમ્યાન જે કોઈ સરપ્લસ રકમ બન્ને એકમોને મળે તે રકમ રાજ્ય સરકાર અને બન્ને એકમો વચ્ચે સરખા હિસ્સે (૫૦-૫૦) રકમ વહેંચવામાં આવશે. ત્યાર પછીના તમામ તબક્કાઓ દરમ્યાન મૂળ કિંમત ઉપરાંત વિકાસ હકકમાંથી મળનાર સરપ્લસ રકમ ગુજરાત સરકાર અને ગીફટ કંપની ૮૦-૨૦ ના દરે વહેંચવામાં આવશે. આવી સરપ્લસ રકમની ગણતરી કરવાની ફોર્મ્યુલા રાજ્ય સરકાર અલગથી નક્કી કરશે.
- (૮) પ્રોજેક્ટની કુલ કિંમત (Project landed cost) વસુલ કરવાના હેતુસર, ગીફટ બોર્ડ નક્કી કરે તે નીતિ મુજબ વિવિધ ઉપયોગો માટે વિકાસ હકકોના સંદર્ભમાં ગીફટ કંપની મૂળ/તબિયાની કિંમત (base price) નક્કી કરશે જેને દર વર્ષે અઘટાડ કરે સરકારશ્રીની મંજૂરી લઈ તેનો અમલ કરવામાં આવશે.
- (૯) GIFT કોર સાઈટ અને રહેણાંકનો વિસ્તાર એક સાથે ડેવલપ કરશે. રહેણાંક વિકાસ પામેલ રહેણાંક વિસ્તાર કોમર્શીયલ સાઈટ ખરીદનાર



(૧૮) આ ઉપર મળેલ નોંધણી કરેલ જમીનમાં જો કોઈ વ્યક્તિ, સરકારી અથવા અન્ય હોય તે, તેની યાદગીર બજાર કાયદા અનુસાર કરવાની રહેશે.

(૧૯) આ ઉપર મળેલ નોંધણી કરેલ જમીનની મુજબની કાયદાની હોદ્દાની રહેશે.

(૨૦) સરકારી જમીનની આધાર-પત્રમાં ૫ થી ૧૦ વર્ષની અંતરે જમીનની મુજબની કાયદાની હોદ્દાની રહેશે. જો સરકારી જમીનની આધાર-પત્રમાં ૫ થી ૧૦ વર્ષની અંતરે જમીનની મુજબની કાયદાની હોદ્દાની રહેશે.

(૨૧) આ ઉપર મળેલ નોંધણી કરેલ જમીનની કાયદાની હોદ્દાની રહેશે. જો સરકારી જમીનની આધાર-પત્રમાં ૫ થી ૧૦ વર્ષની અંતરે જમીનની મુજબની કાયદાની હોદ્દાની રહેશે.

(૨૨) જમીનની હોદ્દાની આધાર-પત્રમાં ૫ થી ૧૦ વર્ષની અંતરે જમીનની મુજબની કાયદાની હોદ્દાની રહેશે.

(૨૩) કાયદાની હોદ્દાની આધાર-પત્રમાં ૫ થી ૧૦ વર્ષની અંતરે જમીનની મુજબની કાયદાની હોદ્દાની રહેશે.

(૨૪) આ ઉપર મળેલ નોંધણી કરેલ જમીનની કાયદાની હોદ્દાની રહેશે. જો સરકારી જમીનની આધાર-પત્રમાં ૫ થી ૧૦ વર્ષની અંતરે જમીનની મુજબની કાયદાની હોદ્દાની રહેશે.

(૨૫) આ ઉપર મળેલ નોંધણી કરેલ જમીનની કાયદાની હોદ્દાની રહેશે. જો સરકારી જમીનની આધાર-પત્રમાં ૫ થી ૧૦ વર્ષની અંતરે જમીનની મુજબની કાયદાની હોદ્દાની રહેશે.

(૨૬) આ ઉપર મળેલ નોંધણી કરેલ જમીનની કાયદાની હોદ્દાની રહેશે. જો સરકારી જમીનની આધાર-પત્રમાં ૫ થી ૧૦ વર્ષની અંતરે જમીનની મુજબની કાયદાની હોદ્દાની રહેશે.

કાયદાની હોદ્દાની આધાર-પત્રમાં ૫ થી ૧૦ વર્ષની અંતરે જમીનની મુજબની કાયદાની હોદ્દાની રહેશે.

(૧૯) કંપનીને તબદીલ કરેલ જમીન અંગે તથા બાંધકામ અંગે કોઈ સ્થાનિક કંપની તરફથી તથા સરકારશ્રી તરફથી નાંખવામાં આવે તે કર ભરવા કંપની બંધાયેલી રહેશે.

(૨૦) સંસ્થાએ સરકારશ્રી વ્હારા અધિકૃત કરેલા સરકારી અધિકારી/કર્મચારીઓને વ્યાજબી સમયે સદરહુ જમીનના કોઈ ભાગમાં તથા મકાનના કોઈ ભાગમાં દાખલ થતી રોકા શકશે નહીં.

(૨૧) ફાળવેલ જમીન સરકારશ્રીના અથવા કોઈ સ્થાનિક મંડળના હેતુ માટે જોઈતી હશે તો, અગાઉથી એક માસની નોટીસ આપી આ જમીન પરત લઈ શકાશે અને ગ્રાન્ટ રદ કરી શકાશે.

(૨૨) ફાળવેલ જમીન અંગે પ્રવર્તમાન કાયદા - નિયમોનુસાર અન્ય લેવાપાત્ર નુસાબા મંજૂરીઓ જમીનનો ઉપયોગ શરૂ કરતાં પહેલાં જે તે સક્ષમ અધિકારીશ્રી પાસેથી સંસ્થાએ મેળવી લેવાની રહેશે.

(૨૩) કંપની આ જમીન ઉપર જે પ્રવૃત્તિ કરવાની છે તેમાં જે રોજગારીની તકો ઉભી થશે તે પૈકી લાયકાત ધરાવતા સ્થાનિક લોકોને સરકારશ્રી તથા કંપનીના ભરતીના પ્રયત્નોમાં અને વખતોવખતના ધારાધોરણ મુજબ રોજગારીની તકો પુરી પાડવાની રહેશે.

(૨૪) ઉપરની કોઈપણ શરત કે શરતોનો ભંગ થયેથી અથવા જમીન મહેસુલ કાયદો અને નિયમોની કોઈ જોગવાઈઓનો ભંગ થતા તથા નિયમોનું પાલન કરવામાં ન આવે તો, અને સરકારશ્રી અથવા સક્ષમ અધિકારી વ્હારા ભવિષ્યમાં નાંખવામાં આવે શરતોનો અમલ કરવામાં ન આવે તો, આ હુકમથી ગ્રાન્ટ કરેલ જમીન કોઈપણ પ્રકારની નોટીસ અથવા કોઈપણ વળતર આપ્યા સિવાય જમીન તે ઉપરના બાંધકામ/ઈમલા સાથે ખાલસા કરી, વિના વળતરે કોઈપણ જાતના બોજારહિત સરકાર હસ્તક પરત લેવામાં આવશે.

રવાના કરતા પ્રમાણિત કર્યું

ચિટનીસ ટુ કલેક્ટર,
ગાંધીનગર

સહી/-
(સંજીવ કુમાર)
કલેક્ટર, ગાંધીનગર.

પ્રતિ,

- (૧) મેનેજીંગ ડીરેક્ટરશ્રી, ગુજરાત એલેન ડેવલપમેન્ટ કંપની લિ., સેક્ટર-૧૦/એ, ગાંધીનગર.
- (૨) ડીરેક્ટરશ્રી, ગુજરાત ઈન્ટરનેશનલ ફાઈનાન્સ ટેક સીટી કંપની લિ., 'એ' વીંગ, ખનીજ ભવન, યુનિવર્સિટી ગ્રાઉન્ડની બાજુમાં, ૧૩૨ ફૂટ રીંગ રોડ, વસ્ત્રાપુર, અમદાવાદ.
- (૩) ડીરેક્ટરશ્રી, ગુજરાત ઈન્ટરનેશનલ ફાઈનાન્સ ટેક સેઝ લિ. (GIFT SEZ LTD) 'એ' વીંગ, ખનીજ ભવન, યુનિવર્સિટી ગ્રાઉન્ડની બાજુમાં, ૧૩૨ ફૂટ રીંગ રોડ, વસ્ત્રાપુર, અમદાવાદ.

નકલ સવિનય રવાના :-

- ૧) નાયબ સચિવશ્રી, મહેસુલ વિભાગ, અ.૧-શાખા, ગુજરાત સરકાર સચિવાલય, ગાંધીનગર.

ANNEXURE-D-IV Mind schedule

જમીન: ગાંધીનગર જિલ્લો

મોજે: રતનપુર, ફીરોજપુર, શાહપુર, વલાદ
તા. ગાંધીનગર, ના અલગ અલગ સ. નં. પૈકી
ની ૪૧૨ એકર જમીન GIFTCL ને અને
૨૫૦ એકર જમીન GIFT SEZ ને ફાળવવા
બાબત

ગુજરાત સરકાર

મહેસૂલ વિભાગ

ઠરાવ ક્ર: જમન/૨૨૨૦૦૭/૧૯૬૬/અ.૧.

સચિવાલય, ગાંધીનગર

તા. ૭/૬/૨૦૧૧.

- સંદર્ભ:- (૧) સા.વ.વિ.નો પત્રકમાંક: મપબ/૧૦/૨૦૧૧(૧)કેયુ તા. ૧૨.૧.૧૧
(૨) શહેરી વિકાસ અને શહેરી ગૃહ નિર્માણ વિભાગની તા. ૧૭.૧.૧૧ ની નોંધ
(૩) મ.વિ.નો તા. ૨૨.૩.૧૧નો સરખા ક્રમાંકનો ઠરાવ
(૪) ગુજરાત ઈન્ટરનેશનલ ફાયનાન્સ ટેક-સીટીનો તા. ૧૮.૪.૧૧નો પત્ર
ક્રમાંક: GIFT/HO/CLR/LAND/2011-12/80
(૫) કલેક્ટરશ્રી, ગાંધીનગરનો તા. ૧૮.૪.૧૧નો પત્ર ક્રમાંક: સીબી/જમીન/
વશી.૬૩૨૩/૨૦૧૧.

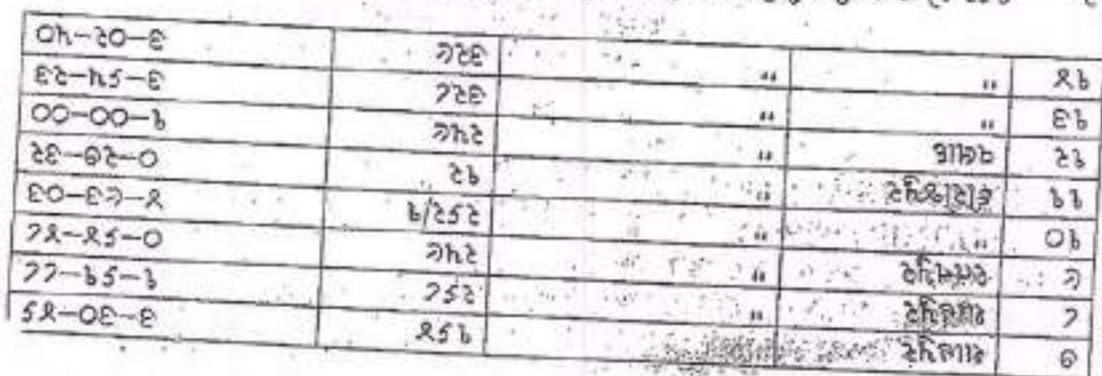
:- સુધારા ઠરાવ :-

મહેસૂલ વિભાગના સંદર્ભ (૩) હેઠળના ઠરાવથી મોજે: રતનપુર, ફીરોજપુર, શાહપુર, વલાદ તાલુકા જિલ્લો ગાંધીનગરના નીચે જણાવેલ સર્વે નંબરો પૈકી ની ૪૧૨ એકર જમીન Gujarat International Finance Tec-city Company Limited (GIFTCL) ને તથા ૨૫૦ એકર જમીન GIFT SEZ Ltd. ને ખાસ કિસ્મોમાં એકમ કિંમત રૂ. ૧/- (અંકે રૂપિયો એક પુરા) વસુલ લેવાની શરતે રાજ્ય સરકાર માલિકી હકના આધારે ગીરો મૂકી શકાય તે સ્વરૂપમાં તબદિલ કરવાની મંજૂરી આપવામાં આવેલ તથા આ જમીન નવી અને અવિભાજ્ય વિક્રિયાદિ નિયંત્રિત શરતે ગ્રીડટ પ્રોજેક્ટ માટે ફાળવવા ઠરાવવામાં આવેલ.

અ.નં.	ગામ	સદર	બ્લોક નં./ સ.નં.	ક્ષેત્રફળ હે.આર.ચો.મી.
૧	રતનપુર	સરકારી પડતર	૨૬૨	૧૧૮-૦૩-૪૬
૨	ફીરોજપુર	સરકારી પડતર	૨	૫૬-૫૬-૪૮
૩	ફીરોજપુર	ગાયર	૨૨	૨૭-૭૩-૭૨
૪	ફીરોજપુર	સરકારી	૨-ડી	૨૦-૧૧-૫૪
૫	શાહપુર	સરકારી	૧૨-એ	૨૧-૮૭-૫૩
૬	શાહપુર	"	૪૮	૪-૮૦-૫૦

OK.DOC





૨. ૬૬૨ એફડર જી.પી. સી. ૪૬૨ એફડર જી.પી. ગિફ્ટ - GIFT ને તમા ૨૫૦ એફડર જી.પી. ગિફ્ટ SEZ LTD. તમારીલ કરવા હિસ્સા કરેલ જેમાં અલગ અલગ કમ્પાનીઓ માટે અલગ અલગ સર્વે નોંધવાર જમીની કાવવાની સુધારા હિસ્સા કરી આપવા એલ (૨) હિસ્સાની તમાલો Gujarati International Finance Tec-city Company Limited (GIFTCL) એ ફેલિડેટરશી, બાલીમોરને રજીસ્ટ્રાશન કરવા ફેલિડેટરશી એલ (૫) હિસ્સાની તમાલો મહિસેલ લિમિટેડ કરવારન કરેલ છે.

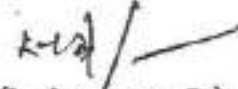
3. સર્વ (૨) હેઠળની સંસ્થાની રજાના નામ હેઠળ (૫) હેઠળની સેલ્સમેન્ટની રજાના નામ હેઠળ સર્વ (૩) નીચે જણાવેલ પદોની સંખ્યા (૨) ની જણાવેલ માત્રાની, સંખ્યા (૩) ની જણાવેલ ભાડા રકમની, સંખ્યા (૪) ની જણાવેલ રકમની, સંખ્યા (૫) ની જણાવેલ જાતની

[illegible]

૧૩.	"	૩૨૮	૩-૬૫-૨૩	૩-૬૫-૨૩	૦
૧૪.	"	૩૨૮	૩-૦૨-૫૦	૩-૦૨-૫૦	૦
		કુલ	૨૬૭-૭૮-૧૪	૧૬૬-૬૦-૭૦	૧૦૧-૧૭-૪૪
			૬૬૨ એકર		

મહેસૂલ વિભાગના સરખા ક્રમાંકના તા. ૨૨.૩.૧૧ના ઠરાવની અન્ય શરતો યથાવત રહેશે.

ગુજરાતના રાજ્યપાલશ્રીના હુકમથી અને તેમના નામે,



(કે.એસ. પ્રજાપતિ)

સેક્શન અધિકારી

મહેસૂલ વિભાગ, ગુજરાત સરકાર

પ્રતિ,
કલેક્ટરશ્રી,
ગાંધીનગર.

નકલ રવાના:-

ડીસ્ટ્રીક્ટ ઈન્સપેક્ટર ઓફ લેન્ડ રેકર્ડ્ઝ, ગાંધીનગર.

એકાઉન્ટન્ટ જનરલશ્રી, ગુજરાત રાજ્ય, અમદાવાદ / રાજકોટ.

માન. મંત્રીશ્રી (મહેસૂલ) ના અંગત સચિવશ્રી, સચિવાલય, ગાંધીનગર.

નાણા શાખા, મહેસૂલ વિભાગ, સચિવાલય, ગાંધીનગર.

શ.વિ.અને શ.ગૃ.નિ. વિભાગ તેઓની ફા.ક: UDA-102011/4745/V સાથે.

નાયબ સેક્શન અધિકારીશ્રી સિલેક્ટ ફાઈલ.

શાખા સિલેક્ટ ફાઈલ.





નં.સીબી/જમીન/વશી.૮૪૬૬ થી ૮૪૮૦/૨૦૧૧

જિલ્લા કલેક્ટરની કચેરી,
ગાંધીનગર.

તારીખ:૧૦-૬-૨૦૧૧

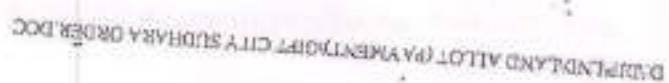
વંચાણમાં લીધું:-

- (૧) અત્રેની કચેરીના હુકમ નં.સીબી/જમીન/વશી. ૬૨૫૪ થી ૬૨૭૦/૧૧, તા.૧૪.૪.૨૦૧૧.
- (૨) અત્રેની કચેરીના તા.૧૮.૪.૧૧ ના પત્ર ક્રમાંક:સીબી/જમીન/વશી.૬૩૨૩/૧૧.
- (૩) સરકારશ્રીના મહેસુલ વિભાગના તા.૭.૬.૧૧ ના ઠરાવ ક્રમાંક:જમન/૨૨૨૦૦૭/૧૯૬૬/અ.૧.

સુધારા હુકમ ::

આમુખ-૧ ના અત્રેની કચેરીના હુકમથી સરકારશ્રીના મહેસુલ વિભાગના તા.૨૨.૩.૧૧ ના ઠરાવ ક્રમાંક:જમન/૨૨૨૦૦૭/૧૯૬૬/અ.૧ થી મોજે.રતનપુર, મોજે.કીરોજપુર, શાહપુર તથા વલાદ, તા.જી.ગાંધીનગરના નીચે જણાવેલ સર્વે નંબરો પૈકીની ૪૧૨ એકર જમીન Gujarat International Finance Tec-City Company Limited (GIFTCL) તથા ૨૫૦ એકર જમીન GIFT SEZ LTD ને ખાસ કિસ્સામાં ટોકન કિંમત રૂ.૧/- વસુલ લઈ રાજ્ય સરકાર માલિકી હકકના આધારે ગીરો મૂકી શકાય તે સ્વરૂપમાં તબદીલ કરવાની મંજૂરી આપવામાં આવેલ તથા આ જમીન નવી અને અવિભાજ્ય વિદિવાદીત નિયંત્રિત શરતે ગીફટ પ્રોજેક્ટ માટે ફાળવવા ઠરાવવામાં આવેલ. તે અન્વયે નીચે મુજબ જમીન ફાળવી આપવા અંગેનો હુકમ કરી આપવામાં આવેલ.

અ.નં.	ગામનું નામ	સદર	સર્વે/પ્લોટ નંબર	ક્ષેત્રફળ હે.આરે.ચો.મી.
૧.	રતનપુર	સરકારી પ્લોટર	૨૬૨	૧૧૮-૦૩-૪૬
૨.	કીરોજપુર	સરકારી પ્લોટર	૨	૫૬-૫૬-૪૯
૩.	કીરોજપુર	ગૌર	૨૨	૨૭-૭૩-૭૨
૪.	કીરોજપુર	સરકારી	૨-ડી	૨૦-૧૧-૫૪
૫.	શાહપુર	સરકારી	૧૨/એ	૨૧-૮૭-૫૩
૬.	શાહપુર	સરકારી	૪૮	૪-૮૦-૫૦
૭.	શાહપુર	સરકારી	૧૬૪	૩-૩૦-૪૬
૮.	શાહપુર	સરકારી	૨૬૮	૧-૬૧-૮૮
૯.	રતનપુર	સરકારી	૨૬૨/૧	૦-૬૪-૪૮
૧૦	રતનપુર	સરકારી	૨૬૨/૧	૪-૮૩-૦૩

[illegible][illegible]

የጋራ ገንዘብ	የጋራ ገንዘብ	የጋራ ገንዘብ	የጋራ ገንዘብ	የጋራ ገንዘብ
20-00-052	200	200	200	200
01-20-0	200	200	200	200
02-25-0	200	200	200	200
00-00-0	200	200	200	200
20-00-0	200	200	200	200
የጋራ ገንዘብ	200	200	200	200
ጠቅላይ	200	200	200	200

અ.નં.	ગામનું નામ	સર્વે/બ્લોક નંબર	ક્ષેત્રફળ હે.આરે.ચો.મી.	ગીફ્ટ કંપની લિ. (GIFTCL) માટેની જમીન હે.આરે.ચો.મી.	ગીફ્ટ સેઝ (GIFT SEZ) માટેની જમીન હે.આરે.ચો.મી.
૧	૨	૩	૪	૫	૬
૧૧.	હીરોજપુર	૧૨	૦-૨૭-૩૨	—	૦-૨૭-૩૨
૧૨.	વલાદ	૨૫૮	૧-૦૦-૦૦	૧-૦૦-૦૦	—
૧૩.	વલાદ	૩૨૮	૩-૬૫-૨૩	૩-૬૫-૨૩	—
૧૪.	વલાદ	૩૨૯	૩-૦૨-૫૦	૩-૦૨-૫૦	—
		કુલ..	૨૬૭-૭૮-૧૪ (એકર ૬૬૨)	૧૬૬-૬૦-૭૦	૧૦૧-૧૭-૪૪

અત્રેની કચેરીના તા.૧૫.૪.૧૧ ના હુકમની શરતો યથાવત રહેશે.

રવાના કરવા પ્રમાણિત કર્યું

નિવાસી નાયબ કલેક્ટર,
ગાંધીનગર.



સહી/-
કલેક્ટર, ગાંધીનગર.

પ્રતિ,

- (૧) મેનેજીંગ ડીરેક્ટરશ્રી, ગુજરાત અર્બન ડેવલપમેન્ટ કંપની લિ., સેક્ટર-૧૦/એ, ગાંધીનગર.
- (૨) ડીરેક્ટરશ્રી, ગુજરાત ઈન્ટરનેશનલ ફાઈનાન્સ ટેક સીટી કંપની લિ., 'એ' વીંગ, ખનીજ ભવન, યુનિવર્સિટી ગ્રાઉન્ડની બાજુમાં, ૧૩૨ ફૂટ રીંગ રોડ, વસ્ત્રાપુર, અમદાવાદ.
- (૩) ડીરેક્ટરશ્રી, ગુજરાત ઈન્ટરનેશનલ ફાઈનાન્સ ટેક સેઝ લિ. (GIFT SEZ LTD) 'એ' વીંગ, ખનીજ ભવન, યુનિવર્સિટી ગ્રાઉન્ડની બાજુમાં, ૧૩૨ ફૂટ રીંગ રોડ, વસ્ત્રાપુર, અમદાવાદ.

નકલ સવિનય રવાના :-

- ૧) નાયબ સચિવશ્રી, મહેસુલ વિભાગ, અ.૧-શાખા, ગુજરાત સરકાર સચિવાલય, ગાંધીનગર.
- ૨) નાયબ સચિવશ્રી, શહેરી વિકાસ અને શહેરી ગૃહ નિર્માણ વિભાગ, સચિવાલય, ગાંધીનગર.

નકલ રવાના :-

૧. જિલ્લા વિકાસ અધિકારીશ્રી, જિલ્લા પંચાયત, ગાંધીનગર.
૨. મુખ્ય કારોબારી અધિકારીશ્રી, અમદાવાદ શહેરી વિકાસ સત્તા મંડળ, ઉસ્માનપુરા, આશ્રમરોડ, અમદાવાદ.
૩. મુખ્ય કારોબારી અધિકારીશ્રી, ગાંધીનગર શહેરી વિકાસ સત્તા મંડળ, ઉદ્યોગ ભવન, સેક્ટર-૧૧, ગાંધીનગર.



ANNEXURE D-V of Annexure-1) Third Schedule

જમીન : ગાંધીનગર જીલ્લો

ગીફ્ટ સીટીને ક્ષણવેલ જમીનની

શરતમાં સુધારો કરવા બાબત.

ગુજરાત સરકાર

મહેસૂલ વિભાગ

ઠરાવ ક્રમાંક:- જમન/૨૨૨૦૦૩/૧૯૬૬(પાર્ટ)/અ.૧

સચિવાલય, ગાંધીનગર.

તારીખ:- ૦૮/૦૩/૨૦૨૧

વંચાણે લીધા:-

(૧) મહેસૂલ વિભાગનો ઠરાવ ક્રમાંક: જમન/૨૨૨૦૦૩/૧૯૬૬/અ.૧, તા.૨૨/૦૩/૨૦૧૧

(૨) મહેસૂલ વિભાગનો ઠરાવ ક્રમાંક: જમન/૨૨૨૦૦૩/૧૯૬૬(પાર્ટ)/અ.૧, તા.૧૮/૧૦/૨૦૧૭

(૩) ગીફ્ટ પ્રોજેક્ટ અંગેની એમ્પાવર્ડ સમિતિની ૧૫મી બેઠકની તા.૨૦/૧૦/૨૦૨૦ ની કાર્યવાહી નોંધ

(૪) સામાન્ય વહીવટ વિભાગનો પત્ર ક્રમાંક: મપબ-૧૦-૨૦૨૧(૦૩)-કેયુ, તા.૧૩/૦૧/૨૦૨૧

મહેસૂલ વિભાગના વંચાણે લીધેલા ક્રમાંક (૧) અને ક્રમાંક (૨) ના ઠરાવથી મોજે.રતનપુર, રોજપુર, શાહપુર, વલાદ તા.ગાંધીનગરના અલગ અલગ સ.નં. પૈકી ની ૪૧૨ એકર જમીન GIFTCL ને અને ૨૫૦ એકર જમીન GIFT SEZ ને ક્ષણવવામાં આવેલ છે. જેની શરત નં.૯ માં સુધારો કરી નીચે મુજબ ઠરાવવામાં આવે છે:

"રહેણાંક યુનિટો પૈકીના ફક્ત પ્રથમ ૫૦૦૦ એકમો પૂરતી જ કોષપણ વ્યક્તિ, કંપની કે પેઢી દ્વારા ખરીદી શકાશે અને ઉપયોગ કરી શકાશે. આ છૂટછાટ તા.૩૧/૦૩/૨૦૨૩ સુધી જે એકમોના બાંધકામ શરૂ થયા હોય તેને બચવા તે પહેલાં ૫૦૦૦ એકમોનું બાંધકામ શરૂ થઈ જાય તો એ બેમાંથી જે વહેલું હોય તે તારીખ સુધી જ આ છૂટછાટ અમલી ગણાશે. આ બાંધકામ નિયત સમયમર્યાદામાં પૂર્ણ કરવાના રહેશે. આ લાભ ફક્ત પ્રથમ ૫૦૦૦ એકમોને જ લાગુ પડશે તથા મહેસૂલ વિભાગના તા.૨૨/૦૩/૨૦૧૧ ના મૂળ ઠરાવની અન્ય શરતો વધાવત રહેશે તથા તે મુજબ તબદીલી/વેચાણ/ગીરો પ્રસંગે મૂળ ઠરાવની શરત નં.૬ મુજબની કાર્યવાહી અનુસરવાની રહેશે. આ ઠરાવની અન્ય શરતો મુજબ સરકારશ્રીની પ્રવર્તમાન નીતિ, જોગવાઈ, વગેરે અંતર્ગત લાગુ પડતાં કર, સરપ્લસ રકમ, પ્રિમિયમ, સ્ટેમ્પ ડ્યુટી, ફી, વ્યાજ તથા અન્ય વેરા વગેરે વસૂલવાનો સરકારશ્રીનો અધિકાર રહેશે."





புள்ளி	நாள்	நேரம்	புள்ளி	நாள்	நேரம்	புள்ளி	நாள்	நேரம்
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ANNEXURE - E Third Schedule

Guidelines for Residential Buildings in GIFT city

In addition to the prevailing standards and Regulations, residential complexes in GIFT city shall be provided with following facilities for better experience to the occupants.

- **Common facilities within residential premises**

1. **Convenient shopping** – A dedicated area to accommodate day to day necessities, such as basic groceries, dairy products, stationary, health and hygiene products, toiletries, etc.
2. **Health care facility**- A dedicated area for clinic/ first aid (minimum arrangement for physician/nurse) in the common area of the building.
3. **Common Laundromat**- A dedicated area for a common laundry facility with full dry feature in common area of the building for the use of residents.
4. **Common IBMS room**- A dedicated area for security and surveillance purpose within building premises.
5. **Security cabin** A dedicated area for security personals/ staff at entry-exit to the building foyer.

- **Facilities at unit level**

1. **Wash area** -provision for wash area provided with dedicated wet area with level drop and proper slop. Preferably, a platform and sink for utensil wash having proper drainage system may be provided.
2. **Cloth drying** - provision for cloth lining with adequate ventilation provided with appropriate elevation treatment, screens, louvres, etc. on façade to maintain overall appearance of the building.
3. **Storage area**- a dedicated storage space along with the kitchen to store groceries.
4. **Provision for utility connections**- Arrangement /sleeves for utility connections such as Piped Gas connection, chimneys for kitchen, DTH and fiber optic cables incorporated in the design to avoid any kind of future damage to the walls or structural elements.

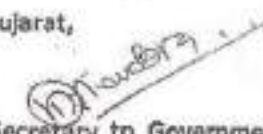




ORDER
Revenue Department
Sachivalaya, Gandhinagar
Dated the 01st March, 2014.

Gujarat Stamp Act, 1958. No. GHM - 2014- SD-M-STP-122012-5091-H.1 :- In exercise of the powers conferred by clause (a) of section 9 of the Gujarat Stamp Act, 1958 (Bom. LX of 1958) Government of Gujarat hereby remits the stamp duty chargeable under clause (ga) of article 5 of Schedule I of the said Act on an Instruments of development agreement executed by GIFT SEZ Ltd. and Gujarat International Finance Tech-city company Limited in favour of developers relating to the land allotted for GIFT Project vide Government Resolution, Revenue Department No. ૪૫૮/૨૨૨૦૦૭/૧૬૬૬/૨૫૧, dated the 22nd March, 2011 and No. ૪૪૬/૧૬૦૮/૭૫૫/૬, dated the 22nd March, 2011.

By order and in the name of the Governor of Gujarat,


Deputy Secretary to Government.

1. The Manager, Govt. Central Press Gandhinagar.

With a request to publish the Notification in Part IV-B of the Gujarat Govt. Extra ordinary Gazette and send 100 copies of the same to Revenue Department, H-1 Branch and 100 copies to the Superintendent of Stamps and Inspector General of Registration, Gujarat State, Gandhinagar.

2. The Assistant Draftsman Legl. & Parliamentary Affairs Department - With a request to translate the Notification in Gujarati and to instruct the Manager, Govt. Press Gandhinagar to publish the same in part IX of Gujarat Govt. Gazette and send 100 copies of the same to Revenue Department, H-1 Branch and 100 copies to the Superintendent of Stamps and Inspector General of Registration, Gujarat State, Gandhinagar.

Copy forwarded with compliments for information to :

*3. The PS to H.E. the Governor of Gujarat, Rajbhavan, Gandhinagar.





NOTIFICATION
Revenue Department
Sachivalaya, Gandhinagar
Dated the 01st March, 2014.

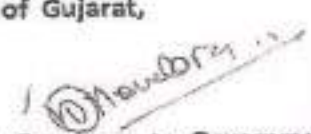
Registration
Act, 1908.

No. GHM - 2014- S I -M -STP-122012-5091- H.1 :- In exercise of the powers conferred by section 78 of the Registration Act, 1908 (ACT XVI of 1908) in its application to the State of Gujarat, the Government of Gujarat hereby amends the table of fee published under Government Notification, Revenue Department No. GM-87-134-M-RGN-1986-381-H1, dated the 3rd August, 1987 as follows, namely :-

In article 1 of the said table, after Note 22, the following Note shall be added , namely :-

"Note 23 : No fee shall be leviable in respect of an instruments of development agreement to be executed by GIFT SEZ Ltd. and Gujarat International Finance Tech - City Company Limited in favour of developers relating to the land (Non Special Economic Zone Area) allotted for GIFT Project vide Government Resolution, Revenue Department No. જામ/૨૨૨૦૦૭/૧૯૬૬/અ.૧, dated the 22nd March, 2011 and No. જામ/૧૬૦૮/૬૫૫/અ, dated the 22nd March, 2011".

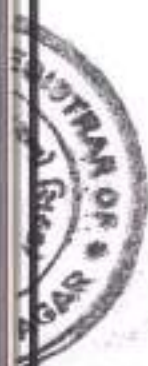
By order and in the name of the Governor of Gujarat,


Deputy Secretary to Government.

- To,
1. The Manager, Govt. Central Press Gandhinagar-
With a request to publish the Notification in Part IV-B of the Gujarat Govt. Extra ordinary Gazette and send 100 copies of the same to Revenue Department, H-1 Branch and 100 copies to the Superintendent of Stamps and Inspector General of Registration, Gujarat State, Gandhinagar.
 2. The Assistant Draftsman Legl. & Parliamentary Affairs Department - With a request to translate the Notification in Gujarati and to instruct the Manager, Govt. Press Gandhinagar to publish the same in part IX of Gujarat Govt. Gazette and send 100 copies of the same to Revenue Department, H-1 Branch and 100 copies to the Superintendent of Stamps and











GUJARAT INTERNATIONAL
FINANCE TEC-CITY

CERTIFIED COPY OF RESOLUTIONS PASSED AT THE SIXTY FIFTH MEETING OF THE BOARD OF DIRECTORS OF GUJARAT INTERNATIONAL FINANCE TEC-CITY COMPANY LIMITED HELD ON MONDAY, JUNE 11, 2018 AT 1430 HOURS AT THE BOARD ROOM, GIFT ZONAL FACILITY CENTER, GIFT CITY, GANDHINAGAR - 382355.

ITEM NO. 14 AUTHORITY TO SIGN VARIOUS DOCUMENTS AND LEGAL PROCEEDINGS

"RESOLVED THAT in addition to earlier authority given to Mr. Anil Naswa, Head Legal, Mr. Dhaivat Mehta – General Manager (Legal), be and is hereby authorized on getting necessary approval from Managing Director/Head of Department (HOD) to commence, file or defend all actions, suits, appeal, or legal proceedings and for that matters appoint advocate, solicitor or counsel and to sign all papers, applications, plaints, petitions, pleadings, vakalatnama, affidavits and all other document which are required to be submitted before various courts, tribunals and statutory authorities in connection with any legal proceedings by or against the company and to represent the Company and its subsidiaries in all other matters incidental thereto as may be considered necessary"

"RESOLVED FURTHER THAT in addition to earlier authority given to Mr. Anil Naswa, Head Legal, Mr. Dhaivat Mehta – General Manager (Legal), be and is hereby authorized on getting necessary approval from Managing Director/Head of Department (HOD) to sign and/or execute various contracts, documents, agreements and deeds with developers, co-developers, contractors, consultants and other parties, on behalf of the Company and its subsidiaries and to do everything necessary therefore and incidental thereto"

"RESOLVED FURTHER THAT Managing Director & Group CEO of the Company be and is hereby authorized to do and perform all such acts, deeds and things as may be required to give effect to the above resolution"

For, GUJARAT INTERNATIONAL FINANCE TEC-CITY COMPANY LIMITED

DIPESH SHAH
GROUP COMPANY SECRETARY



GUJARAT INTERNATIONAL FINANCE TEC-CITY COMPANY LIMITED | CIN : U65929GJ2007PLC051160

Registered Office : Office No. 1, 28th Floor, GIFT One Tower, Building 56A, Block No. 56, Road-5C, Zone -5, GIFT CITY, Gandhinagar, Taluka & District Gandhinagar – 382355, Gujarat, India

Tel : +91 79 61708300 ; Fax : +91 79 30018321 ; Website : www.giftgujarat.in





भारत सरकार
GOVERNMENT OF INDIA



महेता धैवत धीरेन

Mehla Dhaivat Dhiren

जन्म तारीख/ DOB: 30/12/1978

पुरुष / MALE

5256 7629 0017



भारी आधार, भारी ओलम्प



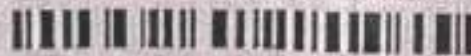
भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

सरनामुं :

अंश-1/404 अंगन, अदाणी
शान्तिग्राम, खोडियार रेलवे
स्टेशन सामे, वैष्णोदेवी सर्कल
पार्से, खोडियार, अमदावाद,
गुजरात - 382421

Address:

H-1/404 AANGAN, ADANI
SHANTIGRAM, OPP. KHODIYAR
RAILWAY STATION,
NR. VAISHNODEVI CIRCLE,
Khodiyar, Ahmedabad,
Gujarat - 382421



1800 300 1947



help@uidai.gov.in

WWW

www.uidai.gov.in

P.O. Box No.1947
Bengaluru-560 001



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

SOBHA LIMITED



07/08/1995

Permanent Account Number

AABCS7723E

04092014

इस कार्ड के खोने/पाने पर कृपया सूचित करें/लौटाएं:

आयकर सैन सेवा इकाई, एन एस डी एल
5th फ्लोर, मंत्री स्टर्लिंग,
प्लॉट नं. 341, सर्वे नं. 997/8,
मॉडल कॉलोनी, दीप बंगला चौक के पास,
पुणे - 411 016.

*If this card is lost / someone's lost card is found,
please inform / return to :*

Income Tax PAN Services Unit, NSDL
5th Floor, Mantri Sterling,
Plot No. 341, Survey No. 997/8,
Model Colony, Near Deep Bungalow Chowk,
Pune - 411 016.

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081
e-mail: tininfo@nsdl.co.in







PASSION AT WORK

EXTRACTS OF THE MINUTES OF THE MEETING OF THE EXECUTIVE COMMITTEE OF THE BOARD OF DIRECTORS OF THE COMPANY HELD ON THURSDAY THE 01ST DAY OF JULY 2021 AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT 'SOBHA', SARJAPUR - MARATHALLI OUTER RING ROAD (ORR), DEVARBISANAHALLI, BELLANDUR POST, BANGALORE - 560103 WHICH COMMENCED AT 11.00 A.M. AND CONCLUDED AT 11.40 A.M.

"RESOLVED THAT Mr. Pradeep Kumar Balakrishnan- Senior General Manager be and is hereby authorised to execute and sign Deeds, Agreements to lease cum development and other documents as may be necessary with the concerned authorities at GIFT City, Gujarat.

RESOLVED FURTHER THAT Mr. Pradeep Kumar Balakrishnan- Senior General Manager be and is hereby authorised to sign and execute deed of reconveyance, agreements, instruments, deeds, papers, applications, forms certificates related to Property located at Taluka Kadi, District Mehsana and appear before the Statutory and other Authorities including District Registrar, Sub-Registrar or other local, municipal authorities, as may be necessary from time to time.

RESOLVED FURTHER THAT Mr. Pradeep Kumar Balakrishnan- Senior General Manager be and is hereby authorised engage counsels, consultants, advocates and pay such fees, charges as may be required to give effect to the above resolution.

RESOLVED FURTHER THAT an extract of this resolution be delivered to the above mentioned person for discharging his responsibilities and functions as detailed in this resolution for and on behalf of the Company."

-//CERTIFIED TRUE COPY//

FOR SOBHA LIMITED

**VIGHNESHWAR G BHAT
COMPANY SECRETARY AND COMPLIANCE OFFICER
MEMBERSHIP NO.: ACS16651**

SOBHA LIMITED

REGD & CORPORATE OFFICE:- 'SOBHA', SARJAPUR - MARATHALLI OUTER RING ROAD, BELLANDUR POST, BANGALORE - 560103, INDIA
CIN: U45201KA1995PLC019473 | TEL: +91-80-49320000 | FAX: +91-80-49320444 | www.sobha.com





भारत सरकार
GOVERNMENT OF INDIA



संलग्नक संख्या
B (P) 00000000000000000000
आधार / AADAR



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13/04/20



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

आधार
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Address:

SO: N Balakrishnan Nair, Ochara
Nivas, 2nd Cross, Near Ayyappa
Temple,
Subbannepalya, Baraswadi Main
Road, Bangalore North,
Bangalore, Karnataka - 560033



1000 388 1947

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UIDAI, New Delhi, India
UIDAI@uidai.gov.in

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LIMITED





ભારત સરકાર
Government of India



કિશન પંડારણી મયુર
Kishan Chandani Mayur
જન્મ તારીખ / DOB : 05/10/1995
પુરુષ / Male

15/02/2014

5919 6143 9382

મારો આધાર, મારી ઓળખ



ભારતીય વિશિષ્ટ ઓળખ પ્રાધિકરણ
Unique Identification Authority of India



સરનામું: અશોકકુમાર, બી.16 નવદુર્ગ સોસાયટી,
નર સિંહ વંશીપ, પાટીયા નરોડા, અમદાવાદ
સિટી, અમદાવાદ, ગુજરાત, 382345

Address: C/O Ashokkumar, B16 Navdurga
Society, Nr BT workshop, Patia Naroda,
Ahmedabad City, Ahmedabad, Gujarat,
382345



5919 6143 9382



1947



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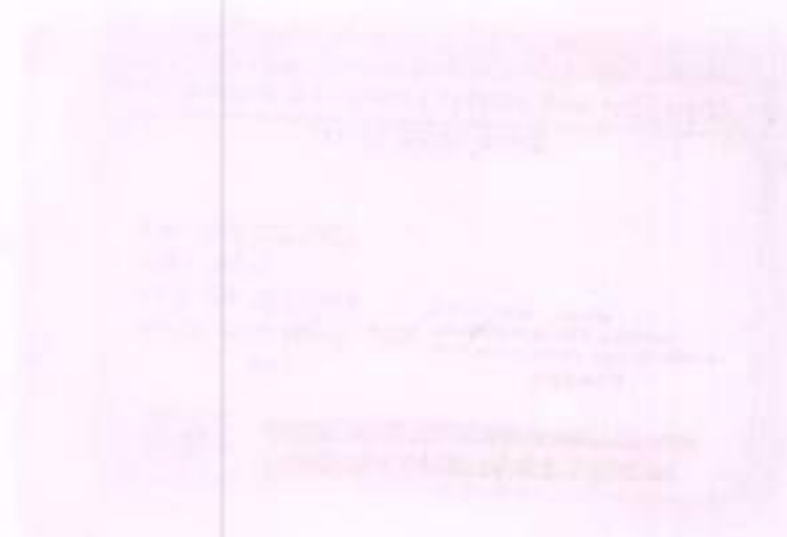
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12/7

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P. 10-10-75





Devi



(W) 17/07/2021 11:42 AM

GDR		
21691		
2021		

Serial No. 21691 Presented of the office of the
Sub-Registrar of S.R.O - GANDHINAGAR
Between the hour of 11 To 12 on Date
17/07/2021

Receipt No :- 2021048042478

Received Fees as following

Rs.

Registration

100.00

Other Fees

0.00

TOTAL :-

100.00

20210710604830823



[Signature]

Gujarat International Finance Tec-City Company Ltd.
by the hand of its duly Authorized Signatory Dhaivat
Mehta

[Signature]

[Signature]

P P VIRANI
Sub Registrar
S.R.O - GANDHINAGAR

P P VIRANI
Sub Registrar
S.R.O - GANDHINAGAR



Sr no	Party Name and Address	Age	Photograph	Thumb Impression	Signature
1	Gujarat International Finance Tec-City Company Ltd. by the hand of its duly Authorized Signatory Dhaivat Mehta Office-EPS, Building No.49A, Block49, Zone04, Gyan Marg, GIFT City, Gandhinagar	42			<i>[Signature]</i>
2	Sobha Limited by the hand of Its duly Authorized Signatory Pradeep Kumar Balakrishnan Sobha, Sarjapur-Marathahilli Quter Ring Road, Bellandur Post, Bangalore, Kamataka	42			<i>[Signature]</i>

Claiming

Executing Party
admits execution



TOTAL		
Sum		
100%		

(W) 17/07/2021 11:42 AM

GDR		
21691		
2021		

1 Kishanchanani Mayur Ashokkumar
B-16, Navdurga Soc., Naroda, Ahmedabad



2 Balram Shyam Bihari
252, Narsipuram, Aurangabad, Khadar, Mathura,
Uttarpradesh



State that they personally known above named
executant and indentifies him/them.

1.

Mayur 17/7

2.

Balram

Date: 17 Month: July -2021

P P VIRANI
Sub Registrar
S.R.O - GANDHINAGAR

Received Copies of Certified Evidence of Seller, Buyer and
Identifiers of Document

Date: 17/07/2021

P P VIRANI
Sub Registrar
S.R.O - GANDHINAGAR

દસ્તાવેજ અનુ. નં. 21690 ની આ બીજીકા છે.

P P VIRANI
Sub-Registrar
S.R.O - GANDHINAGAR

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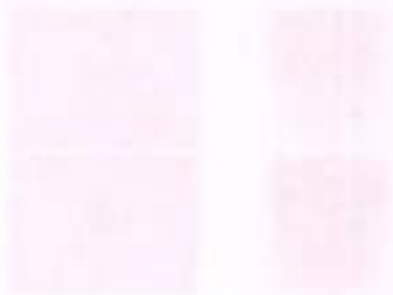
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(W) 17/07/2021 12:34 PM

GDR		
21691		
2021		

1	Book No.	21690	Registered No.
Date: 17-07-2021			



P P VIRANI
Sub Registrar
S.R.O - GANDHINAGAR





ҚАЗАҚСТАН РЕСПУБЛИКАСЫ
БІЛІМ ЖӘНЕ ҒЫЛЫМ МИНИСТРЛІГІ

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Аты-жөні	Туған күні	Туған жері	Әкесінің аты-жөні

Қолданушының аты

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