

CONVEYANCE DEED

This Deed of Conveyance is made at GIFT City, Gandhinagar on this _____ day of _____ month in the year Two Thousand and Twenty.

BETWEEN

THE PARTY OF
THE FIRST PART:
VENDOR:

SANGATH INFRASTRUCTURES PRIVATE LIMITED (CIN:U45202GJ2010PTC060366), a company within the meaning of the Companies Act, 2013 [incorporated under the Companies Act, 1956] having its registered office at 7, Madhupuri Flats, Kabir Chowk, Jain Nagar, Sabarmati Ahmedabad – 380 005, and having its office at Sangath IPL House, Left Side from Tapovan Circle to Toll Booth, Sardar Patel Ring Road, Chandkheda, Ahmedabad- 382424, Gujarat (hereinafter referred to as the Party of the FIRST PART and/or “**the VENDOR**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors in interest and permitted assigns etc.).

THE PARTY/IES OF
THE SECOND PART:
VENDEE/S:

_____, Aged about ____ years, residing at _____ (hereinafter referred to as party/ies of the SECOND PART and/or “**the PURCHASER**” which expression

shall include his/her/their legal heirs, heirs, administrators, successor, assignees etc.).

WHEREAS:

- A. The party of the FIRST PART is the Lease hold right holder of land admeasuring 6028.55 Sq.Mtrs. (3014.28 & 3014.27 Sq.Mtrs in Phase-I & Phase-II respectively) and developer of the building constructed thereon which is known as **“SMART LIFE”** in Non SEZ Area of GIFT City in Survey No.316 (Old Survey No.2) situate lying and being at Village Phirozpur and located in Block No.41 (Building No. 41 G & 41H), Zone-04, Road – 4A, GIFT City, Taluka Gandhinagar in the Registration District and Sbu-district of Gandhinagar in the State of Gujarat.
- B. For the purpose of the development of GIFT City, the Government of Gujarat (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 District Collector, Gandhinagar,

transferred lands admeasuring 412 acres (hereinafter referred to as the “GIFTCL Land” or “NON SEZ Area” to Gujarat International Finance Tec-City Co. Ltd. (“GIFTCL”) and lands admeasuring 261 acres to GIFT SEZ Limited (hereinafter referred to as “SEZ land” or “SEZ area”) situated at villages in Ratanpur, Phirozpur, Shahpur and Valad, Taluka and District : Gandhinagar, Gujarat. The GIFTCL Land has been allotted to GIFTCL in accordance with the terms and conditions set out in the aforesaid resolutions inter alia the applicable Premium to be collected and deposited in the government, over and above the stamp duty and registration charges payable, at the time of the transfer of property by the Promoter in favour of any other person (hereinafter referred to as the “Premium”).

- C. The development of GIFT City is subject to the regulations and the terms and conditions as set out in the GIFT Area Development Control Regulations (hereinafter referred to as “GDCR”) sanctioned by GoG, Ministry of Urban Planning or Planning Authority constituted and notified vide its notification No.GH/V/170 of 2011/GIFT-102011-2523-L dated October 19, 2011 for GIFT City under the provisions of the Gujarat Town Planning and Urban Development Act, 1976.
- D. In pursuance to the Resolution of the Revenue Department, Gujarat State dated 18/10/2017 bearing No.JMN/

222007/1966 (Part)/A.1, it has been resolved that first 5000 dwelling/residential units developed in GIFT City may be purchased by any person or company or firm but such units shall only be used by the employees/officers working in GIFT City subject to other terms and conditions of original resolution dated 22/03/2011.

- E. Vide an Agreement to Lease cum Development Agreement dated 18/07/2020 duly registered with the office of the Sub-Registrar of assurances at Gandhinagar Under Serial No.11197/11199 on 18/07/2020 (hereinafter referred to as the “ATL cum DA”), GIFTCL has allotted land admeasuring 6028.55 Sq.Mtrs. in Non SEZ Area of GIFT City in Survey No.316 (Old Survey No.2) situate lying and being at Village Phirozpur and located in Block No.41 (Building No. 41 G & 41H), Zone-04, Road – 4A, GIFT City, Taluka and District Gandhinagar in the State of Gujarat (hereinafter referred to as “the said Land” or “the Allotted Land”) on Leasehold basis for a period of 99 years from the date of ATL cum DA, along with Development Rights 26,666.568 Sq.Mtrs. (2,87,039 Sq.Feet) of built up area (“BUA”) as defined in the GDCR) for the development of the residential/Commercial buildings constructed on the Allotted Land in Two Phase viz. Phase-I .
- F. The party of the FIRST PART had completed construction of **Phase I (TOWER –A, Wing-A1 and A2 Building known as**

“SMART LIFE-II” for residence and convenient shops comprising of 143245 Sq.Ft. of BUA on Block No.41G and obtained Completion Certificate from GIFT Urban Development Authority (“GIFT UDA”) on _____.

- G. The party of the FIRST PART had completed construction of **Phase II** (TOWER –B, Wing-B1 and B2 Building known as **“SMART LIFE-II”** for residence and convenient shops comprising of 143794 Sq.Ft. of BUA on Block No.41H and obtained Completion Certificate from GIFT Urban Development Authority (“GIFT UDA”) on _____.
- H. The Gujarat International Finance Tec-City Company Limited, (“GIFTCL”) had executed Registered Lease Deed No._____ dated _____ in favour of the party of the FIRST PART – Vendor for a period of 99 (Ninety-Nine) years, effective from the date of execution of the Agreement to Lease-cum-Development Agreement.
- I. The party of the FIRST PART - VENDOR has developed the Project in accordance with the approved plans and has received the completion certificate. Each Unit of the type ____BHK of (i) Carpet Area admeasuring ____ Sq.Mtrs. i.e. _____ Sq.Feet. and (ii) _____ Sq.Mtrs. Wash Area (iii) _____ Sq.Mtrs. of Dobul Height Terrace within the said unit on _____ Floor of Tower-____, Wing-____ together with 1 (one) car parking space in the scheme known as – **“SMART LIFE- II”**.

- J. The party of the FIRST PART - VENDOR has registered the said Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("**the Act**") with Gujarat Real Estate Regulatory Authority at Gandhinagar bearing Registration No. _____ dated _____.
- K. The VENDOR is seized and possessed of and otherwise well and sufficiently entitled to the Project Land and the Project constructed thereon. The VENDOR has the right to transfer the Apartments in the said Project to the Party/ies of the SECOND PART - PURCHASER/s, along with leasehold rights on the proportionate undivided share in the Project Land for a period of 99 years.
- L. The copies of title clearance certificate, layout plan, building plan, floor plan, 7/12 extract and GRs and Collector's Orders have been given to the Party/ies of the SECOND PART -PURCHASER.
- M. At the request of the Party/ies of the SECOND PART - PURCHASER, the party of the FIRST PART - VENDOR has vide letter of allotment dated _____, allotted Unit No.____ of the type __BHK of (i) Carpet Area admeasuring _____ Sq.Mtrs. i.e. _____ Sq.Feet. and (ii) _____ Sq.Mtrs. Wash Area (iii) _____ Sq.Mtrs. of Dobul Height Terrace within the said unit on _____ Floor of Tower-____, Wing-_____

together with 1 (one) car parking space in the scheme known as – “SMART LIFE- II”, (**“the Apartment”**).

- N. The VENDOR has vide Registered Agreement to Sell No._____ dated _____ (**“the Agreement”**), agreed to convey/transfer the said Apartment together with transfer of leasehold rights on the proportionate undivided share on the Underlying Land, for the lease period of 99 years, for total sale consideration of Rs._____/-(Rupees _____ only), and subject to compliance of the terms and conditions the Agreement by the Party/ies of the SECOND PART - PURCHASER.
- O. The Party/ies of the SECOND PART - PURCHASER has agreed to abide by all the terms and conditions of the Agreement, and also the covenants, conditions and restrictions hereinafter contained.

NOW THEREFORE, THIS CONVEYANCE DEED WITNESSETH AS FOLLOWS:

1. In pursuance of the above Agreement, the Party/ies of the SECOND PART - PURCHASER has made the payment of total sale consideration of the said Property, being Rs._____/-(Rupees _____ only), which has been paid in the following manner:

Date	Name of Bank and Branch	Particulars Cheque / Demand Draft No.	Amount Paid (In Rs.)
TOTAL...			

The party of the FIRST PART - VENDOR hereby admit and acknowledge the receipt of the aforesaid amount from the Party/ies of the SECOND PART - PURCHASER.

2. In furtherance of the receipt of the aforesaid amount of sale consideration, the party of the FIRST PART - VENDOR doth hereby sell, convey and transfer, upto the Party/ies of the SECOND PART - PURCHASER, the Unit No.____ of the type ____BHK of (i) Carpet Area admeasuring ____ Sq.Mtrs. i.e. _____ Sq.Feet. and (ii) _____ Sq.Mtrs. Wash Area (iii) _____ Sq.Mtrs. of Dobul Height Terrace within the said unit on _____ Floor of Tower-____, Wing-____ together with 1 (one) car parking space in the scheme known as – “**SMART LIFE- II**”, together with transfer of leasehold rights on _____Sq.Mts. of the proportionate undivided share on the Underlying Land, for the lease period of 99 years (“**the said Property**”). The said Property is more particularly described in **Schedule A** hereto.
3. The party of the FIRST PART - VENDOR hereby grants leasehold rights on _____Sq.Mts. of the proportionate undivided share in the Underlying Land, in favour of the party/ies of the SECOND PART - PURCHASER for a period of 99 years commencing from the issue of Completion certificate dated _____ upto _____ (“**Lease**

Period”). The party/ies of the SECOND PART - PURCHASER shall pay the annual lease rent @ Rs.____/- per Sq.Mts. per annum (plus applicable GST), for the proportionate undivided share in the Underlying Land, in advance for each year (“**Lease Rent**”). For the first financial year, proportionate Annual Lease Rent shall be paid upto the next March 31 from the date of execution of this Deed and subsequently, the Annual Lease Rent shall be paid in advance, on or before 30th April of each financial year.

4. Unless the leasehold rights are otherwise terminated earlier, the lease of the Underlying Land of the Apartment will automatically expire with efflux of time at the end of Lease Period unless the party of the FIRST PART - VENDOR and the Government of Gujarat (GoG) agree to grant fresh lease on the terms and conditions, as may be determined by them.
5. The party/ies of the SECOND PART - PURCHASER shall pay City Level Maintenance Charges @ Rs.____/- per Sq.Ft. per annum from the date of this Deed to the VENDOR towards operation and maintenance of GIFT City. These charges would be payable by the PURCHASER to the VENDOR or the authority responsible for GIFT City Maintenance, as per their prevailing policy.
6. The party of the FIRST PART - VENDOR has this day delivered vacant possession of the said Property which is hereby transferred to the Party/ies of the SECOND PART - PURCHASER and, the Party/ies of the SECOND PART - PURCHASER hereby acknowledges to have taken the possession of the same.

7. The Party/ies of the SECOND PART -PURCHASER shall have the right to own, possess and enjoy the said Property with all the fixtures, electrical installations, water, drainage connections, all its appurtenant and easement rights of the ways, paths and common areas, attached to the said Property, together with undivided proportionate leasehold rights on the Project Land, And to have and hold all rights, title and interest in the said Property hereby conveyed and transferred, And to be used and enjoyed absolutely by the Party/ies of the SECOND PART - PURCHASER, free from all encumbrances whatsoever, And subject to the restrictions and conditions given hereinafter.
8. If within a period of five years from the date of handing over the Apartment to the Party/ies of the SECOND PART - PURCHASER, the Party/ies of the SECOND PART - PURCHASER brings to the notice of the PARTY OF THE FIRST PART - VENDOR any structural defect in the Apartment or the building in which the Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the party of the FIRST PART - VENDOR at its own cost and in case it is not possible to rectify such defects, then the Party/ies of the SECOND PART PURCHASER shall be entitled to receive from the party of the FIRST PART - VENDOR, compensation for such defect in the manner as provided under the Act. Provided that the party of the FIRST PART - VENDOR shall not be liable in respect of any structural defect or defects on account of workmanship, quality or provision of service which cannot be attributable to the VENDOR or beyond the control of the VENDOR.

9. COVENANTS OF VENDOR

The party of the FIRST PART - VENDOR hereby covenants with the Party/ies of the SECOND PART - PURCHASER as follows:

- 9.1 The PURCHASER shall have the right to own, possess and enjoy the said Property hereby conveyed and the rents and profits received therefrom without any interference or disturbance by the party of the FIRST PART - VENDOR or any person claiming under them.
- 9.2 The party of the FIRST PART - VENDOR has clear and marketable title with respect to the said Property. The party of the FIRST PART - VENDOR has the right to enter into this Deed and to convey/transfer the said Property in favour of the Party/ies of the SECOND PART - PURCHASER.
- 9.3 The said Property hereby conveyed is free from all encumbrances. The Party/ies of the SECOND PART - PURCHASER shall have the right to mortgage the said Property in favour of lenders/financial institutions for raising loan to purchase the said Property.
- 9.4 The party of the FIRST PART - VENDOR has not entered into any agreement or any deed / arrangement with any person or party with respect to the said Property, which may, in any manner, affect the rights of the Party/ies of the SECOND PART - PURCHASER under this Deed;
- 9.5 The party of the FIRST PART - VENDOR has not committed or omitted to perform any act or thing, whereby the right,

title and interest of the Party/ies of the SECOND PART - PURCHASER created herein, may prejudicially be affected. The party of the FIRST PART - VENDOR confirms that the Promoter is not restricted in any manner whatsoever from transferring the said Property to the Party/ies of the SECOND PART - PURCHASER in the manner contemplated in this Deed;

- 9.6 The party of the FIRST PART - VENDOR shall maintain a separate account in respect of sums received by the party of the FIRST PART - VENDOR from the Party/ies of the SECOND PART - PURCHASER as advance or deposit, sums received on account of the share capital for the promotion of the Service Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
- 9.7 The party of the FIRST PART - VENDOR shall transfer and hand over lawful, vacant, peaceful and physical possession of the common areas of the said Project to the association/society of the buyers of the Apartment in the said Project, as and when constituted/formed. The Party/ies of the SECOND PART -PURCHASER shall have no claim save and except in respect of the Apartment hereby sold to the him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the party of the FIRST PART - VENDOR until the same is transferred as hereinbefore mentioned.
- 9.8 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been

received or served upon the party of the FIRST PART - VENDOR in respect of the project land and/or the Project except those disclosed in the title report.

9.9 The Party/ies of the SECOND PART - PURCHASER and all persons authorized by the Party/ies of the SECOND PART - PURCHASER shall have the right and liberty to use the staircases, passages, roads, playground, utilities and other common areas in the said Project with all other persons entitled to such rights and liberties.

9.10 The Party/ies of the SECOND PART - PURCHASER shall have the right to adjacent and lateral support and protection from other parts of the building from the side and roof thereof.

10. COVENANTS OF THE Party/ies of the SECOND PART - PURCHASER

The Party/ies of the SECOND PART - Party/ies of the SECOND PART - PURCHASER hereby covenants with the party of the FIRST PART - VENDOR as follows:-

10.1 As per the provisions of GRs and Collector's Orders, the Party/ies of the SECOND PART - PURCHASER/subsequent transferees shall pay the applicable premium to the party of the FIRST PART - VENDOR.

10.2 The Party/ies of the SECOND PART - PURCHASER shall bear and pay the annual Lease Rent, City Level Maintenance Charges, all such rates, taxes, utility charges, and such other levies, if any, which are imposed by the

concerned local authority, Utility Service Providers, Government, other public authority, Promoter and/or any authority responsible for GIFT City maintenance and town services.

10.3 The Party/ies of the SECOND PART - PURCHASER shall maintain the Apartment at the Party/ies of the SECOND PART - PURCHASER's own cost in good and tenable condition from the date of possession of the Apartment and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the party of the FIRST PART - VENDOR and/or local authority.

10.4 The Party/ies of the SECOND PART - PURCHASER shall not store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the party of the FIRST PART - VENDOR, GIFT City maintenance and town services authority or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated. In case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the

Party/ies of the SECOND PART - PURCHASER in this behalf, the Party/ies of the SECOND PART - PURCHASER shall be liable for payment of damages and the consequences of the breach.

10.5 The Party/ies of the SECOND PART - PURCHASER shall carry out at his own cost all internal repairs to the Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the party of the FIRST PART - VENDOR to the PURCHASER and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment, which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Party/ies of the SECOND PART - PURCHASER committing any act in contravention of the above provision, the PURCHASER shall be responsible and liable for the loss, damages and consequences thereof.

10.6 The Party/ies of the SECOND PART - PURCHASER shall not demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other

manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the party of the FIRST PART - VENDOR.

- 10.7 The Party/ies of the SECOND PART -PURCHASER shall not do or permit to be done any act or thing which may render void or voidable any insurance of the said Project and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- 10.8 The Party/ies of the SECOND PART - PURCHASER shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the Project Land and the building in which the Apartment is situated.
- 10.9 The Party/ies of the SECOND PART - PURCHASER shall pay security deposits, connection charges and/or utility charges, demanded by the concerned service provider or authority providing water, electricity, drainage, waste collection, or any other service connection to the building in which the Apartment is situated. The Party/ies of the SECOND PART -PURCHASER shall also pay such other levies and/or charges payable to the authorities and respective service providers or the authority responsible for GIFT City maintenance and town services.
- 10.10 The Party/ies of the SECOND PART - PURCHASER shall pay to the VENDOR within fifteen days of demand by the party of the FIRST PART - VENDOR , his share of

security deposit demanded by the concerned service provider or authority for giving water, electricity or any other service connection to the building in which the Apartment is situated.

10.11 The Party/ies of the SECOND PART - PURCHASER shall bear and pay increase in local taxes, utility charges and such other levies, if any, which are imposed by the concerned local authority, Government, other public authority, party of the FIRST PART - VENDOR and/or any agency responsible for GIFT City maintenance and town services, on account of change of user of the Apartment by the PURCHASER for any purposes other than for purpose for which it is sold.

10.12 The Party/ies of the SECOND PART - PURCHASER shall strictly comply with, abide by and adhere to the covenants and conditions of this Deed and the rules and regulations as may be framed by the competent authority responsible for GIFT City Management and Town Services.

10.13 The Party/ies of the SECOND PART - PURCHASER shall observe and perform all the rules and regulations which the Society or association of buyers, the party of the FIRST PART - VENDOR, and the authority responsible for GIFT City management and town services, and the additions, alterations or amendments thereof that may be made from time to time, for protection and maintenance of the said Project and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other

public bodies. The Party/ies of the SECOND PART - PURCHASER shall also observe and perform all the stipulations and conditions laid down by the party of the FIRST PART - VENDOR, Society, association or authority responsible for GIFT City management and town services regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Deed.

10.14 The Party/ies of the SECOND PART - PURCHASER shall permit the party of the FIRST PART - VENDOR and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Project Land, building or Apartment or any part thereof to view and examine the state and condition thereof.

10.15 The Party/ies of the SECOND PART - PURCHASER shall be liable to bear and pay the proportionate share of outgoings in respect of the said Project namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project.

10.16 The Party/ies of the SECOND PART - PURCHASER along with other allottee(s) of Apartments in the building shall join in forming and registering the service society or association or a limited company to be known by such name as the party of the FIRST PART - VENDOR may

decide. For this purpose, the Party/ies of the SECOND PART - PURCHASER shall, from time to time, sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign, so as to enable the party of the FIRST PART - VENDOR to register the society or association of the PURCHASERS. The Party/ies of the SECOND PART -PURCHASER shall have no objection if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. Upon registration of the Society, association or the company, the Allottee will become the member of said society, association or the company, as the case may be.

- 10.17 Till such time, the society, association or limited company is formed, the Party/ies of the SECOND PART - PURCHASER shall pay to the party of the FIRST PART - VENDOR such proportionate share of outgoings or common area maintenance as may be determined. Further, till the Party/ies of the SECOND PART - PURCHASER's share is so determined, the PURCHASER shall pay to the party of the FIRST PART - VENDOR provisional lumpsum contribution of Rs._____/ - for 1 year towards the outgoings or common area maintenance. The amounts so paid by the Party/ies of the SECOND PART - PURCHASER to the party of the FIRST PART - VENDOR shall not carry any interest and remain with the party of the FIRST PART - VENDOR to meet the outgoings or common area maintenance, until the

same is transferred to the society or the association or the limited company as aforesaid.

10.18 The Party/ies of the SECOND PART - PURCHASER shall pay to the party of the FIRST PART - VENDOR a sum of Rs. _____/- for meeting all legal costs, charges and expenses, including professional costs of the Lawyers/Advocates of the VENDOR in connection with formation of the said Society, or Limited Company, or Association, and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance of common areas of the Project in favour of the society.

10.19 Promoter Shall not have any claims F.S.I., Additional F.S.I and terrace rights after Building Use Permission has been obtained, Such rights if any will be enclosed by the society of buyers.

11. RESTRICTIVE COVENANTS

The said Property hereby conveyed is subject to the following covenants, which shall be regarded as the covenants running with the said Property and shall be binding on the Party/ies of the SECOND PART - PURCHASER and subsequent transferees.

11.1 As per GR and Collector's Orders, the Apartment can be used by only persons who are working in GIFT City. The Party/ies of the SECOND PART - PURCHASER shall not allow to use or let out the Apartment to any person who is not working in GIFT City. The Apartment shall be used for purpose of residence only and, no commercial activity will

be allowed to be undertaken by the Party/ies of the SECOND PART - PURCHASER in the said Apartment.

- 11.2 In case of subsequent transfers of the said Property by the PURCHASER/ transferees, the PURCHASER/transferees shall take No Objection Certificate from the party of the FIRST PART - VENDOR and shall pay the applicable premium to the party of the FIRST PART - VENDOR as per GRs and Collector Orders.
- 11.3 The walls on the sides of the Apartment and also structure of the building are common to the Party/ies of the SECOND PART - PURCHASER herein and the other Apartment owners. The Party/ies of the SECOND PART - PURCHASER shall not do any act or suffer any omission whereby the safety of the walls and the structure of the building may in any manner or to any extent get damaged or endangered. The Party/ies of the SECOND PART - PURCHASER shall not open any appertures including doors, windows or ventilators or expose the same to any additional loads in connection with any structural additions, alterations or otherwise.
- 11.4 The Party/ies of the SECOND PART - PURCHASER shall not make any changes in the elevation of the said Property like wall covering stone, colour in balcony, and shall not close the balcony through cover, grill, shed, whether shed, or balcony cover or such other type of changes, which disturb the exterior elevation and structure of the said Property, and shall also not provide any type of change in the lighting/s, and shall not use the outside wall for

passing any type of pipes and cables. The PURCHASER shall not be entitled to change the name, colour or elevation of the said Project, "SMART LIFE - II" at anytime.

12. TERMINATION OF CONVEYANCE CUM LEASE DEED

12.1 The lease of the Underlying Land of the Apartment will automatically expire with efflux of time at the end of lease period (i.e. 99 years from the date of completion certificate of the Project) unless the party of the FIRST PART - VENDOR and the Government of Gujarat (GoG) agree to grant fresh lease on the terms and conditions, as may be determined by them.

12.2 In the event of failure, neglect or breach on part of the Party/ies of the SECOND PART - PURCHASER, to comply, observe and perform, the terms, conditions and covenants contained herein and the GRs and Collector's Orders, the party of the FIRST PART - VENDOR shall send a 30 days' notice in writing, calling upon the Party/ies of the SECOND PART - PURCHASER to rectify the breach, defect or deficiency within the notice period. If the Party/ies of the SECOND PART - PURCHASER fails to rectify the breach within the notice period, the party of the FIRST PART - VENDOR shall be entitled to terminate the leasehold rights granted herein, by a notice in writing to the Party/ies of the SECOND PART - PURCHASER.

12.3 Upon expiry of the Lease Period of the Underlying Land or earlier termination of the leasehold rights, the Party/ies of the SECOND PART - PURCHASER shall handover the peaceful and vacant possession of the said Property to the party of the FIRST PART - VENDOR, failing which, the

party of the FIRST PART - VENDOR shall have the right to re-enter the said Property and take the possession thereof, without assuming any liability.

13. ENTIRE DEED

This Deed, along with its schedule, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Property, as the case may be.

14. PROVISIONS OF THIS DEED APPLICABLE TO PURCHASER AND SUBSEQUENT TRANSFEREE/S

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the covenants and obligations arising hereunder in respect of the said Property shall equally be applicable to and enforceable against any subsequent transferee of the said Property in case of a transfer, as the said covenants and obligations go along with the said Property for all intents and purposes.

15. SEVERABILITY

If any provision of this Deed shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of this Deed shall be deemed amended or deleted in so far as reasonably inconsistent

with the purpose of this Deed and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Deed shall remain valid and enforceable as applicable at the time of execution of this Deed.

16. DISPUTE RESOLUTION

- i. In case any disputes arise out of or in connection with this Deed between the Parties, the Parties shall endeavor to settle the same amicably by mutual discussions.
- ii. If the dispute cannot be settled amicably within 60 (sixty) days by mutual discussions, the same shall be referred to the Real Estate Regulatory Authority as per the provisions of the Act, Rules and Regulations framed thereunder, prevailing at relevant time.

17. GOVERNING LAW AND JURISDICTION

The rights and obligations of the Parties under and arising out of this Deed, shall be construed and enforced in accordance with the laws of India for the time being in force and the courts at Gandhinagar shall have exclusive jurisdiction in all matters under this Deed.

18. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THIS DEED

Wherever in this Deed it is stipulated that the PURCHASER has to make any payment, in common with other buyers in the said Project, the same shall be in proportion to the carpet area of the Apartment in the said Project.

19. PLACE OF EXECUTION

For the purpose of this Deed, the place of Execution shall be the Vendor's office at GIFT City, Gandhinagar, and this Deed shall be registered at the office of the Sub-Registrar at Gandhinagar.

20. NOTICES

All notices to be served on the Party/ies of the SECOND PART - PURCHASER and the party of the FIRST PART - VENDOR as contemplated by this Deed shall be deemed to have been duly served if sent to the Party/ies of the SECOND PART - PURCHASER or the VENDOR by Registered Post A.D and notified Email ID at their respective addresses specified below:

Name of the PURCHASER: _____
Address of the PURCHASER _____
Notified Email ID: _____

Promoter Name: **Sangath Infrastructures Pvt. Ltd.,**
Registered office: 7, Madhupuri Flats, Kabir Chowk,
Jain Nagar, Sabarmati,
Ahmedabad – 380 005, Gujarat
Notified Email ID: _____

It shall be the duty of the Party/ies of the SECOND PART -

PURCHASER and the party of the FIRST PART - VENDOR to inform each other of any change in address subsequent to the execution of this Deed in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the party of the FIRST PART - VENDOR or the Party/ies of the SECOND PART- PURCHASER, as the case may be.

21. JOINT ALLOTTEES

That in case there are Joint Allottee all communications shall be sent by the VENDOR to the PURCHASER whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the PURCHASER.

22. STAMP DUTY AND REGISTRATION

All the charges towards stamp duty and Registration of this Deed, and lawyer's fees shall be borne by the Party/ies of the SECOND PART - PURCHASER.

SCHEDULE "A"

DESCRIPTION OF THE SAID PROPERTY

Residential/Commercial Unit No.____ of the type ____BHK of (i) Carpet Area admeasuring ____ Sq.Mtrs. i.e. ____ Sq.Feet. and (ii) ____ Sq.Mtrs. Wash Area (iii) ____ Sq.Mtrs. of Dobul Height Terrace within the said unit on ____ Floor of Tower-____, Wing-____ together with 1 (one) car parking space in the Project known as **"SMART LIFE II"**, in GIFT City, constructed on Land admeasuring

3014.28 Sq.Mtrs. in Non SEZ Area of GIFT City, forming part of the land bearing New Survey No.316 (Survey/ Block No. 2) situate, lying and being at Village Phirozpur, Taluka Gandhinagar in the Registration District and Sub District of GANDHINAGAR in the State of Gujarat and situated on a piece and parcel of land being part of Block 41 (building footprint 41G and 41 H) in Zone - 04, Road -4A, GIFT City, Gandhinagar, Gujarat together with the entitlement to use the Common Areas and Amenities provided within the Project.

together with leasehold rights on _____ Sq.Mtrs. of the proportionate undivided share on the Underlying Land, for the period of 99 years commencing from the issue of Completion Certificate dated _____ upto _____.

Boundaries:

EAST :
WEST :
NORTH :
SOUTH :

IN WITNESS WHEREOF, the Parties hereto have caused this Deed to be executed in duplicate on the day and year first above written.

SIGNED and DELIVERED
by the within named VENDOR,
SANGATH INFRASTRUCTURES
PRIVATE LIMITED through
its authorized signatory

Mr. _____

Both in the presence of:-

1. _____

2. _____