

Annexure 'A'
Model Form of Agreement to be entered into between
Promoter and Allottee(s) (See rule 9)

EXPLANATORY NOTE

This is a model form of Agreement, which may be modified and adapted in each case having regard to the facts and circumstances of respective case but in any event, matter and substance mentioned in those clauses, which are in accordance with the statute and mandatory according to the provisions of the Act shall be retained in each and every Agreement executed between the Promoter and Allottee. Any clause in this agreement found contrary to or inconsistent with any provisions of the Act, Rules and Regulations would be void *ab-initio*.

This Agreement made at Anjar-Kutch this day of in the year Two Thousand and between having address at hereinafter referred to as "the Promoter of the One Part and (.....) having address at hereinafter referred to as " the Allottee" (.....) of the Other Part.

WHEREAS by an Agreement/Conveyance dated day of 20..... and executed between of the One Part (hereinafter referred to as " the Vendor") and the Promoter of the Other Part, the Vendor agreed with the Promoter for the absolute sale to the Promoter/sold absolutely to the Promoter an immovable property being piece or parcel of freehold land bearing Survey No 5/3, City Survey No. 3522/B/3, City Survey Ward No.2, Sheet No.192, Municipal Ward No. lying and being survey no. at Anjar City in the Registration sub-District of Anjar admeasuring sq. mts. or thereabouts more particularly described in the First Schedule hereunder written (hereinafter referred to as "the project land").

Whereas ; That Daya Uka Sorathiya are holding and Cultivating Agricultural land bearing old Revenue Survey No. 331, Acre 12-09 Guntha situated at Anjar, District : Kutch. Thus Daya Uka Sorathiya become the lawful owners and in possession of said Land **AND;**

Whereas ; That Daya Uka Sorathiya sold said land to Hadiya Hirji Govind vide Registered Sele Deed, Which is duly Registered before Sub-Registrar, Anjar at Reg. No. 351 Dt. 26.04.1977. Thus Hadiya Hirji Govind become the lawful owners and in possession of said Land **AND ;**

Whereas ; That Hadiya Hirji Govind sold New Revenue Survey No. 5 to Natvarlal Galalchand Seth And Keshavlal Galalchand Seth vide Registered Sele Deed, Which is duly Registered before Sub-Registrar, Anjar at Reg. No.1669 Dt. 09.12.1977. Thus Natvarlal Galalchand Seth And Keshavlal Galalchand Seth become the lawful co-owners and in possession of said Land **AND ;**

Whereas ; That Old Revenue Survey No. 331 to New Revenue Survey No.5 Given by Government vide Entry No. 59. **AND ;**

Whereas ; That in New Measurement Old Revenue Survey No. 331, Acre 12-09 Guntha has given New Survey No. 5 Acre 12-12 Guntha and that the Different of 0-03 Guntha regularized by Deputy Collector Anjar vide Order No. JMN/MAPANI/161/7 Date : 01.02.1978. That Entry No. 86 made in this effect in revenue record **AND ;**

WHEREAS ; That Natvarlal Galalchand Seth And Keshavlal Galalchand Seth applied to collector of Kutch Bhuj for conversion of said land bearing Survey No. 5 Paiky Acre 3-10 Guntha, In to Industrial A Land for Industrial Purpose. That Collector Of Kutch Bhuj vide Order No. BAKHAP/REG/KRUM NO. 02/1977-1978 Dt. 21.03.1978 granted permission for conversion of said land into N.A. Lands for Industrial purpose. Thus Natvarlal Galalchand Seth And Keshavlal Galalchand Seth become the lawful Co-owner and possession of N.A. Lands **AND ;**

Whereas ; That in family Partition, Revenue Survey No. 5 paiki Acre 3-10 Guntha Industrial N.A. Lands And Acre 2-00 Guntha Agriculture Land came in the share of Natvarlal Galalchand Seth, vide Registered Deed, Which is duly Registered before Sub-Registrar, Anjar at Reg. No. 1343 Dt. 21.09.1981. That Entry No. 122 made in this effect in the revenue record. Thus the respective owners becomes lawful owners and in possession of their respective lands **AND ;**

Whereas ; That Rest Of Said Agriculture Land Came in the share of Bapulal Galachand Seth & Natvarlal Galalchand Seth And Agriculture Land Acre 0-24 Guntha came in the share of Natavarlal Galalchand Seth from Legal Hires of Bapulal Galalchand Seth vide Notary family, Partition Deed Dated 01.09.2000. That Entry No. 1303 made in this effect in the revenue record. Thus the respective owners becomes lawful owners and in possession of their respective lands **AND ;**

Whereas ; That Revenue Survey No. 5 Paiky 5/3 Acre 2-24 Guntha Natvarlal Galalchand Seth Entered the name of his Legal Hires (1) Vasantben Natvarlal Seth (2) Ashwin Natvarlal Seth (3) Jitendra Natvarlal Seth (4) Vallabh Natvarlal Seth in the revenue record. That Entry No. 1336 made in this effect in the revenue record. Thus the respective owners becomes lawful owners and in possession of their respective lands. **AND ;**

WHEREAS ; That Natvarlal Galalchand Seth Etc applied to collector of Kutch Bhuj for conversion of said land bearing Survey No. 5 Paiky In to Residential And Commercial Land for Industrial Purpose. That Collector Of Kutch Bhuj vide Order No. JAMAN/5/BAKHAP/CASE/REG NO.44/2017-2018 Dt. 07.12.2018 granted permission for conversion of said land into N.A. Lands for Residential And Commercial purpose. Thus Natvarlal Galalchand Seth Etc become the lawful Co-owner and possession of N.A. Lands **AND ;**

(Give Complete Recital of the Title of the Promoter to the plot on which promoter proposes to sale the Plot)

AND WHEREAS the Vendor/Promoter is in possession of the project land

AND WHEREAS the promoter is offered an Plot bearing number on the project land, (herein after referred to as the said "Plot")

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at no. ; authenticated copy is attached in Annexure 'B';

AND WHEREAS by virtue of the Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Plot in the said the project land and to enter into Agreement/s with the Purchaser of the Plot to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the purchaser, the Promoter has given inspection to the purchaser of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Messrs..... and of such other documents as

are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made there under and the Purchaser is satisfied in respect of the same;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land have also been inspected by the purchaser and is satisfied in respect of the same.

AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority has been inspected by the Purchaser.

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land.

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the purchaser has applied to the Promoter for allotment of an Plot No. of the said Project,

AND WHEREAS, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter,

AND WHEREAS, prior to the execution of these presents the Purchaser has paid to the Promoter a sum of Rs..... (Rupees) only, being part payment of the sale consideration of the Plot agreed to be sold by the Promoter to the Purchaser as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Purchaser has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.

AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Plot with the Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Purchaser hereby agrees to purchase the (Plot) and the garage/covered parking(if applicable)

NOW THEREFOR, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. The Promoter shall construct the said building/s consisting of basement and ground/ stilt, / podiums, and upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Purchaser in respect of variations or modifications which may adversely affect the Apartment of the Purchaser except any alteration or addition required by any Government authorities or due to change in law.

1(a) The Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the purchaser Plot No. (hereinafter referred to as "the Plot") for the consideration of Rs.

1(b) The total aggregate consideration amount for the Plot mentioned herein above from clause 1 a (i)

1(d) The total price as stated above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Plot], which shall be separately payable by the Purchaser in the manner as may be decided by the Promoter.

1(e) The total price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

1(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing.

2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Plot to the Purchaser, obtain from the concerned local authority occupancy in respect of the Plot.

2.2 Time is essence for the Promoter as well as the Purchaser. The Promoter shall abide by the time schedule for completing the project and handing over the [Plot] to the Purchaser and the common areas to the association of the Purchaser after receiving the occupancy certificate, as the case may be.

6. The Promoter shall give possession of the Plot to the Purchaser on Today.

10. Over and above the amounts mentioned in the agreement to be paid by the Purchaser, the Purchaser shall on or before delivery of possession of the said Plot shall pay to the Promoter such proportionate share of the outgoings as may be determined by the Promoter and which are not covered in any other provisions of this agreement.

11. The Purchaser shall pay to the Promoter a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Plot.

12. At the time of registration of conveyance of the Plot, the Purchaser shall pay to the Promoter, the Purchaser' share of stamp duty and registration charges payable, by the said Plot on such conveyance any document or instrument of transfer in respect of the Plot. At the time of registration of conveyance of the project land, the Purchaser shall pay to the Promoter, the Purchaser' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance any document or instrument of transfer in respect of the said land to be executed in favour of the Apex Body or Federation.

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

- i. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the project land.
- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale or any other agreement with respect to the project land, including the Project and the said [Plot] which will, in any manner, affect the rights of Purchaser under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Plot] to the Purchaser in the manner contemplated in this Agreement;

ix. At the time of execution of the conveyance deed of Plot to the association of Purchaser the Promoter shall handover lawful, vacant, peaceful, physical possession of the plot to the Association of the Purchaser;

x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

xi. 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 Promoter in respect of the project land and/or the Project except those disclosed in the title report.

17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the *[Plot] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such [Plot].

18. BINDING EFFECT

Forwarding this Agreement to the Purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments on date of registration by the Purchaser and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter.

19. ENTIRE AGREEMENT

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said plot as the case may be.

20. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

21. PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER/ SUBSEQUENT PURCHASER

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

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made

there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

24. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

25. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be Mutually agreed between the Promoter and the Purchaser, in after the Agreement is duly executed by the Purchaser and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at.

26. The Purchaser and/or Promoter shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

27. That all notices to be served on the Purchaser and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Promoter by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

Name of Purchaser

(Purchaser's Address) Notified Email ID:

M/s Promoter name

(Promoter Address) Notified Email ID:

It shall be the duty of the Purchaser and the promoter to inform each other of any change in address subsequent to the execution of this Agreement 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 promoter or the Purchaser, as the case may be.

28. JOINT ALLOTTEES

That in case there are Joint Purchaser all communications shall be sent by the Promoter 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.

29. Stamp Duty and Registration:- The charges towards stamp duty and Registration of this Agreement shall be borne by the Purchaser.

30. Dispute Resolution:- Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

31. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts will have the jurisdiction for this Agreement

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at (city/town name) in the presence of attesting witness, signing as such on the day first above written.

First Schedule Above Referred to Description of the freehold/leasehold land and all other details.
Second Schedule Above Referred to here set out the nature, extent and description of common areas and facilities.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Please affix

Please affix

Allottee: (including joint buyers)

(1) (2)

photograph and sign

across the photograph

photograph

and sign

across the

photograph

At on

in the presence of WITNESSES:

1. Name _____

Signature _____

2. Name _____

Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

Please affix
photograph
and sign across
the photograp

(1)

(Authorized Signatory) WITNESSES:

Name _____

Signature _____

Name _____

Signature _____

Note – Execution clauses to be finalised in individual cases having regard to the constitution of the parties to the Agreement.

SCHEDULE 'A'

PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT] AND THE
GARAGE/CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL
FOUR DIRECTIONS

SCHEDULE 'B'

FLOOR PLAN OF THE APARTMENT

ANNEXURE -A

(Authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the
Allottee as approved by the concerned local authority)

ANNEXURE -B

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate
Regulatory Authority)

ANNEXURE - C

(Specification and amenities for the Apartment)

Received of and from the Allottee above named the sum of Rupees on execution of this
agreement towards Earnest Money Deposit or application fee I say received.

The Promoter/s.

-II સાટા કરાર II-

ડીસ્ટ્રીક્ટ કચ્છ, સબ ડીસ્ટ્રીક્ટ અંજારનાં શહેરશ્રી અંજાર સીટી સર્વે કચેરીનાં વોર્ડ નં. ૧, સીટ નં., અંજાર નગરપાલિકા વોર્ડ નં. માં આવેલ બિનખેતી રેવન્યુ સર્વે નંબર ૫/૩ પૈકી ૫ સેત્રફળ ૧૦૫૨૧.૦૦ ચો.મી. તથા સીટી સર્વે નંબર ૩૫૨૨/બી-૩ સેત્રફળ ૧૬૧૮.૮૦ ચો.મી. મળી કુલ્લે જમીન સેત્રફળ ૧૨૧૩૯.૮૦ વાળી જમીન રહેણાંક તથા વાણીજય હેતુ માટે બિનખેતી પરવાનગી મેળવેલ છે જે નામે "આદિત્યવિલા" વાળી બિનખેતી જમીનનાં પ્લોટો પૈકી રહેણાંક હેતુનો પ્લોટ નંગ-૧ (એક) જેનાં પ્લોટ નંબર જેનું સેત્રફળ ચો.મી. તેનાં ચો.વાર, જેનાં સીટી સર્વે નં., જેનાં મ્યુ. મિલકત નંબર, વાળો ખુલ્લો પ્લોટ (એક) ચો.વારનાં રૂા./-) લેખે કુલ્લે રકમ રૂા./- અંકે રૂપિયા પુરાંમાં વેચાણ આપ્યાનો સાટા કરાર.

પાના નંબર ૨...

