

AGREEMENT TO BE ENTERED BETWEEN PROMOTER AND ALLOTTEE(S) UNDER THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016 (“RERA”) (BASED ON THE PRESCRIBED FORM OF AGREEMENT)

AGREEMENT

THIS AGREEMENT (“this Agreement”) is made and entered into at _____ on this _____ day of _____ in the Christian Year Two Thousand and ____ (20__)

BETWEEN:

M/s. _____, a registered partnership firm registered under the provisions of the Indian Partnership Act, 1932, having its registered office at _____, by its Authorized Partner Mr. _____, hereinafter referred to as **“THE PROMOTER”** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the said firm, present partners of the said firm and the partners of the said firm from time to time and the survivor of such partners and the heirs, executors and administrators of the last surviving partner) of the **ONE PART**;

AND

- 1.
- 2.

hereinafter collectively referred to as **“THE ALLOTTEE”** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include *in the case of individuals* his/her/their heirs and legal representatives, *in case of partnership firm* the partners constituting the firm for the time being and the survivors or survivor of them and their respective heirs and legal representatives, *in the case of a corporate body*, its successors and assigns and in the case of the Trust its Trustees for the time being and *in the case of Hindu Undivided Family (HUF)* its Karta, Coparceners and members) **OF THE OTHER PART;**

WHEREAS: —

- (a) The Promoter is seized and possessed of or otherwise well and sufficiently entitled to all the pieces or parcels of land or ground situated, lying and being at _____ containing by admeasurement _____ sq. yards or thereabouts equivalent to _____ sq. mts. bearing Survey No. _____ Hissa No. _____, C.T.S. No. _____, hereinafter referred to as **“the Subject Properties”** and more particularly described in the **FIRST SCHEDULE** hereunder written.

(NOTE:

1. Give complete recitals of the Title of the Promoter to the Subject Properties.
2. Also Specify:

1. *Any covenants affecting the Subject Properties.*
 2. *Any impediments attached to the Subject Properties.*
 3. *Number and Area occupied by Tenants and how they are proposed to be settled so as to have clear possession of the Subject Properties.*
 4. *Details of illegal encroachment (if any) on the Subject Properties.*
 5. *Any permission (if any) required from any Government or Authority which affects the title to the Subject Properties and details of all such required permissions obtained.*
 6. *Details of mortgage or lien or charge on the Subject Properties.)*
- (b) The details pertaining to the titles/rights/entitlements of the Promoter to the Subject Properties is more specifically detailed in the Title Certificate dated_____issued by the Advocate of the Promoter.
- (c) The Promoter is fully entitled to develop the Subject Properties and construct building/s thereon in accordance with the plans sanctioned by _____ (**“Sanctioning Authority”**). The Promoter has received approvals for the plans, the specifications, elevations, sections and details of the said building/s to be constructed on the Subject Properties from the Sanctioning

**PAGES 4 TO 57
NOT AVAILABLE
FOR PREVIEW**

PREVIEW