

AGREEMENT BETWEEN DEVELOPER AND TENANT

AGREEMENT is made at.....this.....day of.....20...

Between

(1).....

(2).....and

(3) all of.....carrying on business as Builders and Developers in partnership in the name of M/sathereinafter referred to as "the Developers" of the One Part and Mr.....of hereinafter referred to as "the Tenant" of the Other Part:

WHEREAS-

1. Mr. ABC is the owner of the land and building situate at.....and which is more particularly described in the Schedule hereunder written.
2. The Tenant is one of the monthly tenants in the said building and occupying Room No.....in the said building paying the monthly rent about Rs.....including taxes.
3. The said ABC, the owner of the said building, proposes to develop the said property by demolishing the existing building and constructing a new building on Flat Ownership basis and of transferring the said property to a Co-operative Housing Society that would be formed by the Purchasers of flats and shops in the new building to be constructed.
4. The Developers propose to take over the work of development of said property and have entered into an agreement with the said owner in that behalf on the.....day of.....
5. In order to develop the said property, it would be necessary to get the existing building vacated by the occupants thereof.

6. With that view the Developers have negotiated with the Tenant and the Tenant has agreed to vacate the said Room No.....occupied by him on the following terms and conditions arrived at between the Developers and the Tenant-

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Developers agree to provide a temporary accommodation to the Tenant on a part of the said property or elsewhere in the said locality and which accommodation will have more or less the same area as is now occupied by the Tenant in the said building and such accommodation will have all the facilities of water, electricity and toilet either independently or jointly with other persons.
2. When such temporary accommodation is ready for occupation, the Tenant shall vacate the said Room.....occupied by him, alongwith other members of his family within one week from receiving intimation from the Developers that such temporary accommodation is ready and shall give complete vacant possession of the said room to the Developers.
3. The Tenant shall occupy the said temporary accommodation until the premises in the new building to be constructed as aforesaid are given to him as hereinafter provided.
4. On the Developers getting complete vacant possession of the said building from the occupants thereof including the Tenant, the Developers shall be entitled to demolish and shall demolish the existing building on the said property and shall construct a new building in its place as per the plans sanctioned by the.....Municipal Corporation, and in terms of the said Development Agreement between the said owner and the Developers.
5. The Developers shall provide and shall allot to the Tenant a flat having atleast.....sq.ft. built up area free of costs and on ownership basis, in the new building and such flat shall have all the usual and common amenities like water supply, electricity and independent toilet as will be provided in other flats in the said building.

6. After the said new building is completed and Occupation Certificate is granted by the Municipal Corporation, the Tenant shall within one week from the intimation received from the Developers that the flat is ready for occupation, vacate the temporary accommodation given to him as aforesaid and occupy the said flat allotted to him as the owner thereof. Before entering Into possession of the new flat the tenant shall verify that the flat is constructed as per the sanctioned plan and specifications approved by the Municipal Corporation and after occupation of the flat he will not be entitled to raise any objection as to the quality of construction of and amenities provided in the said flat,
7. If the Tenant delays in vacating the existing accommodation in the building beyond the period mentioned in clause 2 above, he will be liable to pay to the Developers as compensation a sum of Rs.....per day for the period of delay in occupying the temporary accommodation.
8. Similarly, if the Tenant fails to vacate the temporary accommodation within the period mentioned in clause 6 above, and to occupy the new flat he will be liable to pay to the Developers as compensation a sum of Rs.....per day for the period of delay.
9. During the time the Tenant will be occupying the temporary occupation he will continue to pay the same rent including taxes to the Developers which he is now paying to the owner in respect of the said Room No.....in the existing building.
10. The Tenant agrees and undertakes to join the Co-operative Housing Society that will be formed by the Developers of all the purchasers of flats and shops in the said new building, as a member thereof and for that purpose he will sign all forms, applications as may be required for registration of the Society. The Tenant will also, before occupying the new flat, deposit with the Developers a sum of Rs./-being the price of five shares of the proposed Co-operative Housing Society including Re. 1 as admission fee. The tenant will also before taking possession of the flat deposit with the Developers a sum of Rs.....to meet his share in the outgoings of the said building by way of Municipal Taxes

etc. and a sum of Rs.....towards the costs of registration of the Society and execution of the Deed of Conveyance in favour of the Society including costs of stamp duty and registration charges. On the formation of the Cooperative Society the Tenant will be bound by all the bye-laws and rules and requisitions and decisions of the Society.

11. Notwithstanding anything herein contained the Developers will not be bound to give possession of the flat in the new building to the Tenant unless the amounts mentioned in clause 10 above as well as all other moneys payable by the Tenant to the Developers under this Agreement are paid to the Developers.
12. The Tenant will not be bound to vacate the existing accommodation to the Developers unless temporary alternative accommodation is given to him as aforesaid and he will not be bound to vacate the temporary accommodation until he is given the flat in the new building as aforesaid.
13. It is agreed and understood that the new flat to be given to the Tenant will be in lieu of the present accommodation of the Tenant in the existing building and there is no other consideration payable by the Tenant to the Developers or vice-versa.
14. If the Tenant desires to have any special or additional facilities or amenities than those which are common to all flats, the Developers shall provide the same to the Tenant at extra cost as may required and stipulated by the Developers and which will be paid by the Tenant to the Developers in advance.
15. The Developers shall not allow any purchaser of flat or shops in the new building to occupy the same unless the Tenant alongwith other occupants in the existing building are given possession of their respective flats in the new building.
16. If so advised, any of the parties hereto alongwith the owner will file a formal suit in the Small Causes Court/.....and consent to a decree being passed in terms of this Agreement.

17. The Developers shall obtain the written consent of the owner to this Agreement and shall produce the same for the Tenants' inspection.

IN WITNESS WHEREOF the parties have put their hands the day and year first hereinabove written.

The Schedule above referred to

1. Signed and Delivered by the within named Developers 1..... 2.....
3.....partners of M/s.....in the presence of.....
2. Signed and Delivered by the within named Tenant Mr.....in the presence of
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