**Agreement for Providing Permanent Alternate Accommodation to the Tenant on Ownership basis in lieu of Tenanted Premises by a Developer**

**AGREEMENT**

**THIS AGREEMENT** **FOR PROVIDING PERMANENT ALTERNATE ACCOMODATION** made at \_\_\_\_\_\_\_\_\_ on this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 200\_\_\_.

BETWEEN

**M/S. ABC VENTURES ESTATE AND DEVELOPMENT PRIVATE LIMITED,** a company incorporated under the Companies Act, 1956 having it’s registered address at \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as **“THE DEVELOPERS**” (which expression shall, unless contrary to the context or meaning thereof, mean and include its successors and assigns) **OF THE** **ONE PART;**

AND

1.

2.

hereinafter referred to as **“THE TENANT**” (which expression shall, unless contrary to the context or meaning thereof, mean and include in the case of individuals his/her/their heirs and legal representatives and 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 and in the case of a corporate body, its successors and assigns and in the case of the Trust its Trustees for the time being) **OF THE OTHER PART;**

WHEREAS:—

(a) The Developers are seized and possessed of or otherwise well and sufficiently entitled to the pieces or parcels of land or ground situate lying and being at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ containing by admeasurements \_\_\_\_\_\_ sq. yards or thereabouts equivalent to \_\_\_\_\_\_\_\_ sq. mts. bearing Survey No.\_\_\_\_\_\_\_\_ Hissa No.\_\_\_\_\_, C.T.S. No.\_\_\_\_\_\_\_\_ and together with the building standing thereon and known as “\_\_\_\_\_\_\_\_” more particularly described in the **First Schedule** hereunder written and is hereinafter referred to as **“the said Property”**.

(b) The Developers are fully entitled to develop the said Property and construct building/s thereon in accordance with the plans sanctioned by the Municipal Corporation of Greater Mumbai. The Developers have got approved from the concerned local authority the plans, the specifications, elevations, sections and details of the said buildings to be constructed on the said Property.

(c) The said building **“\_\_\_\_\_\_\_\_\_\_\_\_”** existing on the said Property was and is occupied by various tenants/occupants. The Tenant is the tenant of the Developers in respect of Premises
No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on the \_\_\_\_\_\_ floor of the said building “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_” admeasuring \_\_\_\_\_\_ sq.ft. of carpet area (hereinafter referred to as the said **“existing premises”**) as shown in the floor plan annexed hereto as **Annexture “A”**.

(d) The Developers are in the process of reconstruction and re-development of the said property and have offered the Tenant to provide alternate premises on ownership basis in the newly proposed building free of cost in lieu of the Tenant surrendering his tenancy rights and possession in respect of the existing premises to the Developers, to which the Tenant has agreed as recorded hereinafter.

(e) The Developers have entered into standard agreement with an Architect registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects.

(f) The Developers have appointed structural Engineers for the preparation of the structural design and drawings of the buildings and the Development shall be under the professional supervision of the Architects and the structural Engineers till the completion of the building/s;

(g) In accordance with the plans sanctioned and/or to
be re-sanctioned by the Municipal Corporation of Greater Mumbai, the Developers are developing the said property described in the First Schedule hereunder written and
are constructing thereon building to be known as **“\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_”** of ground floor plus ten upper floors.

(h) While sanctioning the said plans, in respect of construction on the said Property, the concerned local authority and/or government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developers while developing the said Property and the said buildings thereon and upon due observance and performance of which only the completion and occupation certificates in respect of the said buildings shall be granted by the concerned authority.

(i) The Developers are entering into separate agreements with the tenants/occupants as also with several other persons and parties for the sale of flats/shops/car parking spaces etc. in the said buildings.

**NOW IT IS HEREBY AGREED, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

1. The Developers shall construct the said buildings called **“\_\_\_\_\_\_\_\_\_”** on the said Property more particularly described in the First Schedule hereunder written in accordance with the plans, designs, specifications approved by the concerned local authority. The Developers have the right to amend and/or modify the said plans for smooth and better development of the said Property without any reference to the Tenant.

2. In lieu of the Tenant surrendering his tenancy rights in the said existing premises as recited above including all his other rights, title, interest (if any) and possession of the said existing premises, the Developers agree to provide to the Tenant the premises by way of permanent alternate accommodation on ownership basis and free of cost, namely Flat No.\_\_\_\_\_\_\_\_ of carpet area admeasuring \_\_\_\_\_\_ sq. meters (which is inclusive of the area of balconies) on \_\_\_\_\_\_\_\_\_\_ floor as shown in the floor plan annexed hereto as **Annexure “B”** and which is also more particularly described in the **Second Schedule** hereunder written. The said permanent alternate accommodation is also hereinafter referred to as the said premises.

**3. THE TENANT HEREBY AGREES, DECLARES AND COVENANTS THAT:—**

(a) He alone is fully and effectually entitled to the tenancy rights of the said existing premises and that save and except himself nobody has got any claim or right, title and interest in the tenancy rights of the said existing premises;

(b) He has not created any third party rights in respect of the said existing premises or part thereof and that he and the members of his family alone are in actual use, occupation and possession of the same;

(c) He shall upon the Developers providing the temporary alternate accommodation to him in terms of this agreement shall immediately hand over quiet, vacant and peaceful possession of the said existing premises to the Developers for its demolition and re-development of the said Property; and

(d) He shall upon receipt of the notice from the Developers that the said permanent Alternate Accommodation is ready for occupation, within seven days thereof vacate the temporary alternate accommodation and shift to the Permanent Alternate Accommodation.

4. Till the time the Tenant is provided with the permanent alternate accommodation as provided herein, the Tenancy rights of the Tenant to the existing premises shall continue. On the Tenant provided with the Permanent Alternate Accommodation the tenancy rights of the tenant to the existing premises will ipso facto come to an end.

5. The Tenant shall hand over vacant and peaceful possession of the existing premises to the Developers to enable them to freely and smoothly develop the said property. The Developers till such time hand over possession of the permanent alternate accommodation to the Tenant as provided herein shall provide suitable temporary accommodation to the Tenant within the same vicinity of the said building “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_” or in any part or portion of the said building which is not presently being demolished or required to be demolished. The Tenant shall simultaneously upon receipt of the temporary alternate accommodation handover possession of the existing premises to the Developers for its demolition. The Tenant shall have no right, title, claim, interest or possession of whatsoever nature in the temporary accommodation save and except the limited right to use the same till such time possession of the Permanent Alternate Accommodation is handed over.

6. The Tenant agrees to pay on receipt of the possession of the permanent alternate accommodation to the Developers an amount of Rs. \_\_\_\_\_\_\_\_\_/- towards his/her proportionate cost of electrification works, viz. laying service lines, underground cables, poles, paying meter box deposit, meter box cost and similar expenses.

7. The fixtures, fittings and amenities to be provided by the Developers in the said building and the premises are those that are set out in the **Third** **Schedule** hereunder written.

8. The Developers will give possession of the permanent alternate accommodation to the Tenant on or before \_\_\_\_\_\_\_\_\_, subject to the tenant having handed over timely possession of the existing premises and simultaneously handing over vacant and peaceful possession of the temporary alternate accommodation to the Developers. The Tenant hereby agrees that if the possession is delayed due to:—

(a) reasons beyond the control of the Developers; or

(b) non-availability of steel and/or cement or any such building material or by reason of war, civil commotion or any act of God or any prohibitory order of any court against development of property; or

(c) any notice, order, rules, notification of the Government and/or other public or competent authority; or

(d) changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project; or

(e) delay in grant of any NOC/permission/licence/connection for installation of any services, such as lifts, electricity and water connections and meters to the project/flat/road or completion certificate from appropriate authority; or

(f) delay or default in payment of dues by the purchaser under these presents (without prejudice to the right of the Developers to terminate this agreement under clause 4 mentioned hereinabove);

in that event the period of possession will automatically and accordingly stand extended.

9. The Tenant shall use the said permanent alternate accommodation or any part thereof or permit the same to be used for the purpose of residence only and shall use the parking space (if any) allotted to him only for the purpose of keeping or parking the Tenant’s own vehicle and not for any other purpose.

10. The Tenant along with other tenants (who have entered into similar arrangements with the Developers) and purchasers of premises in the building shall join in forming and registering an Association of Apartment Owners or a society or a limited company (at the sole option of the Developers herein) as may be decided by the Developers to be known by such name as the Developers may decide and which will be approved by the Registrar of Co-operative Societies or the Registrar of Companies as the case may be and for this purpose also from time to time sign and execute the applications for registration and for membership and other papers and documents necessary for the formation and registration of the society or limited company and for becoming a member, including adoption of the bye-laws of the proposed society and shall duly fill in, sign and return them to the Developers within seven days of the same being forwarded by the Developers to the Tenant, so as to enable the Developers to register the said organization under Section 10 of the Maharashtra Ownership Flats (Regulation of the Promoters of Construction, Sale, Management and Transfer) Act, 1964 and within the time limit prescribed by Rule 8 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Rules, 1964. No objection shall be taken by the Tenant if any changes or modification are made in the draft bye-laws of 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.

11. After completion of the said building on the said Property and after the Developers have received the purchase price of all the premises and all other amounts payable by various purchasers thereof under the respective agreements, the Developers shall unless it is otherwise agreed to by and between the parties hereto, within 4 months of the registration of the Association/Society or limited company as aforesaid cause to be transferred to the Association/Society or a limited company all the rights, title and interest of the Owners, and the Developers in the said Property together with the buildings thereon by obtaining/or executing the necessary Deed of Assignment of lease of the said Property (or to the extent as may be permitted by the authorities) in favour of the said society or limited company as the case may be and such deed of assignment of lease shall be in keeping with the terms and provisions of the present agreement. It is clarified and expressly agreed and understood that notwithstanding such Deed of Assignment of Lease of the property, all other rights directly and/or indirectly attached to and of and in the said property related to the said property including its further or future development by use of additional FSI/TDR as also the open terrace above the top floor of the said building shall always remain the personal property of the Developers and the Developers are and shall always be entitled to and be at liberty to exclusively utilize the said rights as also to the exclusive use of the said open terrace for themselves or to transfer, sell and dispose of the right to the said terrace or portion or portions thereof to any other person. The Tenant shall not be entitled to raise any objection to such use exclusive use or transfer by the Developers of the open terrace. The only obligation of the Developers shall be to provide in or above the open terrace space for water storage tank and/or for lift machinery and to permit restricted access thereto to the society/limited company to be formed by the Tenant and other Purchasers.

12. The Tenant further agrees and accepts that from the date of the said Permanent Alternate Accommodation is being ready for possession, the Tenant shall be liable to bear and pay the proportionate share (*i.e.* in the proportion to the floor area of the accommodation) of all outgoings in respect of the said Property and buildings *viz*. Local taxes, betterment charges or such other levies demanded by the concerned local authority and/or the Government Authority and the maintenance charges in respect of common amenities.

13. The Tenant himself with intention to bind himself and all persons into whomsoever hands the said premises come and his/her/theirs successors-in-title doth hereby covenant with Developers as follows:

(a) To maintain the said premises at Tenant’s cost in good and tenantable repair and condition from the date of possession of the said premises being taken by him and shall not do or allow or suffer to be done anything in and or to the staircase or any passage or compound wall of the building or any part of the building in which the said premises are situated which may be against the rules, regulations, or bye-laws of the concerned local or any other authority or change, alter or make addition in and or to the buildings in which the said premises are situated.

(b) Not to store in the said premises 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 said premises are situated or storing of which goods is objected by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors which may damage or are likely to damage the staircase, common passage or lift or any other structure of the buildings in which the said premises are situate including entrances of the building and in case of any damage caused to the building on account of negligence or default of the Tenant in this behalf, the Tenant shall be liable to pay or make good the damage incurred or caused due to the default of the Tenant whatsoever.

(c) To carry out at his/her/their own cost, all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which they were delivered by the Developers to the Tenant and in tenantable repair and shall not do or allow or suffer to be done anything in the said premises or to the building in which the said premises are situate, or carry out the repairs and changes in the said premises which may be forbidden by the rules and regulations and byelaws of the concerned local authority or other public authority which may endanger the premises above or below the said premises. In the event of the Tenant committing any act in contravention of the above provision the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or public authority.

(d) Not to demolish or cause to be demolished the said premises 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 premises or any part thereof nor any alteration in the elevation, and outside colour scheme of building in which the said premises are situated and shall keep the premises, sewers, drains, pipes in the said premises and appurtenances thereto in good and tenantable repair and conditions so as to support, shelter and protect other parts of the building in which the premises are situated and shall not chisel or in any other manner damages columns, beams, walls, slabs or RCC pardis or other structural members in the premises without prior written permission of the Developers and/or society or the limited company or the local authority as the case may be.

(e) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said Property and the building in which the said premises are situate.

(f) Pay to the Developers within 7 days of demand by the Developers, his share of Security Deposit demanded by the concerned local authorities or Government for giving water, electricity or any other service connection to the building in which the said premises are situate.

(g) To bear and pay increase in local taxes, water charges, insurance and such other levies if any, which are imposed by the concerned Local authority, and/or Government and/or other public Authorities on account of change of user of the said premises by the Tenant or otherwise.

(h) The Tenant shall not let, sublet, transfer, assign or part with Tenant’s interest or benefit factor of this Agreement or of the said premises or part with possession of the said premises or any part thereof until the vacant and peaceful possession of the temporary alternate accommodation is handed over to the Developers and all the dues payable by the Tenant to the Developers under this Agreement are fully paid up and only if the Tenant has not been guilty of breach or non observance of any of the terms and conditions of this agreement and until the Tenant has obtained specific permission in writing of the Developers for the purpose. Such transfer shall be only in favour of the Transferee as may be approved by the Developers and not otherwise.

(i) Till the deed of assignment of the said Property along with building in which the said premises are situated is executed, the Tenant shall permit the Developers and their Surveyors and Agents with or without workmen and others at all reasonable times, to enter in to and upon the said land and building or any part thereof to view and examine the state and conditions thereof or to repair and remove any disrepair; and

(j) The Tenant shall observe and perform all the rules and regulations which the society/limited company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for the protection and maintenance of the said building and the premises therein and for the observance and performance of the building rules and regulations and bye-laws for the time being of the concerned local authorities and Government and other public bodies. The Tenant shall also observe all the stipulations and conditions laid down by the society/limited company regarding the occupation and use of the premises in the building and shall pay and contribute regularly and punctually towards taxes, expenses and other outgoings payable by him in accordance with the terms of the agreement.

14. Nothing contained in this Agreement is intended to be nor shall be constructed as a grant, demise or assignment in law of the said premises or of the said Property and building or any part of thereof. The Tenant shall have no claim save and except in respect of the particular premises. The remaining portion of Property, other unsold flats/car parking spaces, common areas, etc. shall be the property of the Developers until the whole of the said Property and or any part thereof with building constructed thereon is assigned to the Condominium/Co-operative Society/Limited Company as mentioned herein.

15. The Tenant and/or the Developers shall present this agreement at proper registration office for registration within 4 months from the date of executing of this agreement as prescribed by the Registration Act and the parties hereto shall attend such office and admit execution thereof.

16. All out of pocket costs, charges and expenses including the stamp duty and registration charges of and incidental to this agreement shall be borne and paid by the Tenant. If due to any changes in Government Policy and by virtue of the same if any additional stamp duty, registration charges and/or any other taxes/rates are levied the same shall be paid by the Tenant.

17. The Tenant hereby declares that they have gone through the Agreement and all the documents related to the said property and has expressly understood the contents, terms and conditions of the same and has agreed to the same as binding.

18. The Tenant agrees and accepts that if the carpet area of the said premises is found to be less up to 5% for whatsoever reason, the Tenant shall not complain for the said reduction. The Tenant will accept such reduced area and shall not complain or demand any compensation for such reduced area.

19. That the Tenant shall indemnify and keep indemnified the Developers against any one lawfully claiming the tenancy rights in respect of the said existing premises and/or said new permanent alternate accommodation in lieu thereof when constructed.

20. Parties shall co-operate with each other for implementing the true intents of terms and conditions of this Agreement.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

(Give detailed description of the land on which the said
building is to be constructed)

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

(Give detailed description of the flat and the car parking space
(if any) agreed to be allotted to the Tenant)

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

(Set out the details of fixtures, fittings and amenities to be provided in the flat to be allotted to the Tenant)

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR RESPECTIVE HANDS AND THE SEAL ON THE DAY AND YEAR FIRST HEREIN ABOVE MENTIONED.

THE COMMON SEAL OF THE )

WITHINNAMED M/S.ABC VENTURES )

ESTATE AND DEVELOPMENT PRIVATE LTD., )

the Developers above named is hereunto affixed )

pursuant to the resolution of its Board of Directors )

passed in that behalf, on the \_\_\_\_\_\_\_\_\_\_\_\_\_ day of )

\_\_\_\_\_\_\_\_\_ 200\_\_ in the presence of ....................…….. )

1. \_\_\_\_\_\_\_\_\_\_\_\_\_, Managing Director and )

2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Director and )

in the presence of :— )

SIGNED, SEALED AND DELIVERED )

BY THE WITHINNAMED TENANT )

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the presence of ….. )

precedent/patenant