

आज दिनांक 29 माह August सन् 2007 को 15:20 बजे  
श्री/श्रीमती/सुश्री RAM NIWAS MODI पुत्र/पुत्री/पत्नी श्री RAMJI DAS MODI  
उम्र 51 वर्ष जाति MAHAJAN व्यवसाय BUSINESS  
निवासी MODI HOUSE, AT KOTDI GUMANPURA MAIN ROAD KOTA  
ने मेरे सम्मुख दर्तावेज पंजीयन हेतु प्रस्तुत किया।

हस्ताक्षर प्रस्तुतकर्ता हस्ताक्षर उप पंजीयक, KOTA-II  
(2007004246)  
(LEASE DEED (MORE THAN EQUAL TO 20 YEARS))

रसीद नं० 2007004414 दिनांक 29/08/2007  
पंजीयन शुल्क रु० 1460/-  
प्रतिलिपि शुल्क रु० 200/-  
पृष्ठांकन शुल्क रु० 0/-  
अन्य शुल्क रु० 0/-  
कमी स्टाम्प शुल्क रु० 5100/-  
कुल योग रु० 6760/-



(2007004246) उप पंजीयक, KOTA-II  
(LEASE DEED (MORE THAN EQUAL TO 20 YEARS))

हस्ताक्षर फोटो अंगूठा

उक्त श्री/श्रीमती/सुश्री ( Executant )  
1-RAM NIWAS MODI CHERITABLE TRUST TH.  
CHAIRMAN, RAM NIWAS MODI/RAMJI DAS MODI  
Age:51, Caste-MAHAJAN  
Ocu.-BUSINESS  
R/O-MODI HOUSE, AT KOTDI GUMANPURA MAIN  
ROAD KOTA

ने लेख्यपत्र LEASE DEED (MORE THAN EQUAL TO 20 YEARS)  
को पढ़ सुन व समझकर निष्पादन करना स्वीकार किया।

उक्त निष्पादन कर्ता की पहचान  
1. श्री/श्रीमती/सुश्री CHANDRA MOHAN SHARMA  
पुत्र/पुत्री/पत्नी श्री उम्र 55 वर्ष  
जाति व्यवसाय ADVOCATE  
निवासी KOTA ने की है जिनके

समस्त हस्ताक्षर एवं अंगूठा के निशान मेरे समक्ष लिये गये हैं।

(2007004246) उप पंजीयक, KOTA-II  
(LEASE DEED (MORE THAN EQUAL TO 20 YEARS))

आज दिनांक 29/08/2007 को

पुस्तक संख्या 1 जिल्द संख्या 69

में पृष्ठ संख्या 178 क्रम संख्या 2007002743 पर

पंजीबद्ध किया गया तथा अतिरिक्त

पुस्तक संख्या 1 जिल्द संख्या 276

के पृष्ठ संख्या 239 से 244 पर

चस्पा किया गया।

(2007004246) उप पंजीयक, KOTA-II  
(LEASE DEED (MORE THAN EQUAL TO 20 YEARS))

# Conveyance Deed-Allottee

THIS INDENTURE made this ..... day of .....

Two thousand .....

Between THE RAJASTHAN HOUSING BOARD constituted under the Rajasthan Housing Board Act. 1970 (No. 4 of 1970) (here in after called the Board and includes its successors and assigns) on the one part and the allottee

Shri/Smt. राम निवास मोदी प्रैक्टिस द्रुम कोटा

S/o W/o .....

(hereafter called the allottee which expression shall unless inconsistent with context or meaning include the heirs executors administrators legal representative (s) and permitted assigns) of the second part.

WHEREAS the allottee has separately applied to the Board for the purchase of a house and the Board has on the faith of the statments and representations made by the allottee accepted such application and has agreed to sell house No. भुवड सेक्टर 2 एत. वी. एन. कोटा रापडा in the manner hereinafter appearing.

NOW THIS INDENTURE witnesseth that in consideration of the amount of the Rs. 145600.00 (Rupees एक लाख पैंतालीस हजार

रु. सौ. छपडे मात्र only) paid by the allottee before the execution of these present ( the receipt where of the Board hereby acknowledges) the Board both here by grant convey release and assure in to the said allottee in perpetuity all the said building construction, Structure with sanitary, electrical and other fitting on the house एत. वी. एन. कोटा रापडा

( scheme/colony's name consisting or

more particulary described in Shedule I hereunder written and for greater clearness dellneated on the plan annexed to these present and thereon coloured red together with all the rights, easements and appurtenaeces whatsoever to the said house belonging or appurtenant subject to the covenants and conditions hereinafter contained

SUBJECT ALWAYS to exceptions, reservation, covenants and condition herein after contained, that is to say as following :-

- (1) The allottee hereby absolves the Board of the liabilities in respect of any

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2007004248

*[Signature]*

*[Signature]*  
23/7/07

rates, taxes, charge, and all assessment of other description which are now or at any time hereinafter be assessed imposed upon the said property hereby upon the landlord or the allottee in respect of the said property by the local body concerned or by the State or Central Government or by any other local authorities.

- (2) The condition stipulated in the lease deed (which shall be deemed to be forming the parts of these presents) by which the lease-hold rights of the land on which the allottee stands have been granted, shall apply mutatis mutandis to this conveyance and the allottee shall be bound to observe them and shall not be permit anything to be done in contravention of the said conditions.

The amount thus fixed by the Board shall be paid by the allottee with in to months of the demand made on him.

INWITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

THE SCHEDULE I ABOVE REFFERED TO

All that on the ..... floor/house bearing  
No .....  
(In Block No.) ..... in .....  
Estate at .....  
consisting of .....  
and shown in the annexed plan marked Red.

The boundaries of the property are as under :-

|       |      |
|-------|------|
| NORTH | सड़क |
| SOUTH | सड़क |
| EAST  | सड़क |
| WEST  | सड़क |

1st witness

Name S/o


Address

2nd witness

Name S/o

Address

  
Allottee

  
For and on behalf of  
Rajasthan Housing Board



## Rajasthan Housing Board

### PERPETUAL LEASE

THIS INDENTURE made this..... day of

..... Two thousand .....  
between THE RAJASTHAN HOUSING BOARD (A body constituted under Rajasthan Housing Board, 1970) (Act. No.4 of 1970) (hereafter called the 'Lessor' which expression shall unless the context requires another and different meaning include in successor and assigns) on the one part and Shri. राम निवास मोहन चारुदेव, पुत्र, जेठा, राजगढ़  
S/o Shri ..... residing at मोहन चारुदेव, पुत्र, जेठा, राजगढ़  
..... (hereafter called the 'Lessee' which expressions shall unless the context requires another and different meaning include his/her nominees, heirs, executors, administrations, legal representatives and Permitted assigns) on the other part.

Whereas the Lessee Shri राम निवास मोहन चारुदेव, पुत्र, जेठा, राजगढ़ has separately applied to the Housing Board for the grant of land belonging to the lessor and placed at the disposal of the Lessor under the Rajasthan Housing Board Act, 1970 (Act No. 4 of 1970) and the lessee has applied to Housing Board for the purchase of a dwelling unit the details of which are given in the Schedule II attached to these presents the Lessor has on the faith of the statements and representative made by the Lessee accepted such application and has agreed to demise the said land to Lessee.

उप पंजीयक द्वितीय, कोटा  
2007004245

*[Signature]*

*[Signature]*  
23/7/21

NOW THIS INDENTURE WITNESSETH that in consideration of the Premium of Rs. 341,152.00 (Rupees तीस लाख बीस हजार पाँच सौ only) paid before the execution of these presents (the receipt where of the Lessor hereby acknowledge) and of the rent hereinafter reserved and of the covenants on the part of the Lessee hereinafter and of the covenants on the part of the Lessor hereinafter contained the Lessor DOTH hereby demise unto the Lessee all the land under the appurtenant to the residential flats houses bearing Nos. 1766, 1767, 1768, 1769, 1770, 1771, 1772, 1773, 1774, 1775, 1776, 1777, 1778, 1779, 1780, 1781, 1782, 1783, 1784, 1785, 1786, 1787, 1788, 1789, 1790, 1791, 1792, 1793, 1794, 1795, 1796, 1797, 1798, 1799, 1800 Block Nos. 1766, 1767, 1768, 1769, 1770, 1771, 1772, 1773, 1774, 1775, 1776, 1777, 1778, 1779, 1780, 1781, 1782, 1783, 1784, 1785, 1786, 1787, 1788, 1789, 1790, 1791, 1792, 1793, 1794, 1795, 1796, 1797, 1798, 1799, 1800 in the lay out on Pratap Nagar containing by admeasurement on area of 1766.447 square meters of there about situated at Sanganer, Jaipur which land is more particularly described in the schedule I hereunder written and with boundaries thereof for greater clearness has been delineated on the plan annexed to these presents and there on coloured red (hereinafter referred to as the said land together with all rights easements and appurtenances whatsoever to the said land belonging or appertaining TO HOLD the said land hereby demised unto the Lessee in perpetuity From 12 day of 2 Year 2007 YIELDING AND PAYING therefore yearly rent payable in advance of Rupees 85287.00 (Rupee अठ्ठावन हजार बीस सौ only) or such other enhanced rent as may hereinafter be assessed under the covenants and conditions hereinafter contained clear of all deductions by equal half-yearly payments on the fifteenth day of January and the fifteenth day of July in each year of the office of the Lessor or at such other place as may be notified by the leaser from 27 day of 3 Year 2007 and the rent amounting to Rs. 85287.00 (Rupee अठ्ठावन हजार बीस सौ only) from the date of the commencement of this Deed to last mentioned date having been paid before the execution of the presents.

SUBJECT ALWAYS to the exception reservations covenants and condition hereinafter contained. that is to say as follows :

1. The Lessor except and reserves unto himself all mines, minerals, coals, gold washing earth oils and quarries in or under the said land, and full right and Power at all time to carry out acts and things which may be necessary or expedient for the purpose of searching for working, removing and enjoying the same without providing or leaving any vertical, support for the surface of the said land or for any building for the time being standing thereon provided always that the Lessor shall make reasonable compensation to the lessee for all damage directly occasioned by the exercise of the rights hereby reserved or any of them.
2. The lessee shall pay unto the lessor his share of the yearly rent hereby reserved as given in the schedule if on the day and in the manner herein before appointed.
3. The lessee shall maintain and keep his house/flat (outside or inside) and joint wall in good repair and in proper sanitary conditions.
4. the lessee shall not deviates in any manner from the layout planner after the size of residential plot whether by subdivision, amalgamation or otherwise.
5. The lessee shall keep an maintain good repair of all drains, water pipes electric lines and connections and sanitary and sewage system and permit and allow the same to be maintained and used for the purpose thereof respectively.
6. The lessee shall not transfer, assign or otherwise part with the possession of the



whole or any part of the said land and or the house/flats with in a period of 7 years from the date of allotment in case of outright sale except with the previous consent of the lessor in writing which it shall be entitled to refuse in its absolute discretion.

(a) PROVIDED that in the event of transfer being made within the aforesaid period without obtaining previous consent of the lessor in writing such transfer shall not be recognised by the lessor and it shall be open to the lessor to terminate the lease.

(b) Notwithstanding anything contained in sub-clause (a) above, the lessee may with the previous consent in writing of the lessor, mortgage or charge the said land or any of the flats to such person as may be approved by the lessor in his absolute discretion.

7. Notwithstanding the restriction, limitations and conditions mentioned in such clause 6(a) above, the lessee shall be entitled to sublet the whole or any Part of the house/flat erected open the residential plot for the purpose of private dwelling only.

8. Whenever the title of lessee in the said land is transferred in any manner whatsoever the transferee shall be bound by all the covenants and conditions contained herein and be answerable in all respects therefore.

In case the property is mortgage to the Life Insurance Corporation for a loan against it, the Rajasthan Housing Board accepts the right of the Corporation to sell the said property to any person in exercise of the right reserved by the Corporation under the terms of the Mortgage Deed entered into by the Life Insurance Corporation and the lessee.

9. Whenever the title lessee in the said land is transferred in any manner whatsoever the transferor and the transferee shall, within three months of the transfer give notice of such transfer in writing to the lessee.


In the event of the death of any of the lessee the person on whom the title of the deceased devolves shall within three months of the devolutions give notice of such devolution to the lessor. The transferee or on the whom the title devolve, as the case may be, shall apply to the lessor with certified copies of the documents (as evidencing the transfer or devolution).

If the transferor and the transferee neglect, to give notice of such transfer in writing to the lessor, the lessor may impose for each such case of neglect, liquidated damages, amounting to Rs. 100/- for the first year and thereafter 100/- rupees for each successive year or part thereof of such neglect to the lessee shall from time to time and at all time pay and discharge all rate taxes, charges and assessment of every description which are now or at any time hereafter during the continuance of this Deed be assessed, charged or imposed upon the said land hereby demised or on his houses/flats or on the landlord or tenant in respect thereof.

The lessee shall also pay any increase in the premium of the land under his plot if in future the cost (premium) of the land goes up as a result of certain judgement of a court of law due to any other unforeseen reason beyond the control of the Board.

10. A Notwithstanding anything herein before contained the lessee hereby agree to pay any increase in the premium and consequent increase in the ground rent as has been fixed by the Board arising out of the increase in compensation of land which might be decided hereafter. Such payment shall be proportionate amount of such increase in compensation, the corpus, of which will be fixed by the Board, which will be final and binding to the lessee.

The amount of increase in the premium and that of the arrears due to increase ground rent will be paid by the lessee within two months of the demand made on him.

  
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11. All arrears of rent and other payment due in respect of the said land hereby demised or hereby conveyed shall be recoverable in the same manner as arrears of land revenue.

12. The lessee shall in all respects comply with and be bound by the building drainage and other bye-law of the proper municipal or other authority for the time being in force.

13. The lessee shall not without the previous permission in writing of the lessor and also the sanction on permission in writing of the proper municipal or other authority erect or reerect of the house/flats of make any alternations or additions either externally or internally to such house/flats provided further that in cases where addition of a subsequent storey is permissible under a scheme the lessee shall follow elevation etc. as prescribed by the board.

14. The lessee shall not without the written consent of the lessor carry or permit to be carried on the said land thereon any trade or business whatsoever or use of the same or permit the same to be used for any purpose other than that of private dwelling or do or suffer to be done therein any act or thing whatsoever which in the opinion of the lessor may be a nuisance, annoyance or disturbance to the lessor and person living in the neighbourhood.

15. The lessee shall all reasonable times grant access to the said land and houses/flats thereon to the lessor or any officer duly authorised by the lessor for being satisfied that the covenants and conditions contained herein have been and are being complied with.

16. The lessee shall on the determination of the lessee, peaceably yield up the said land the house/flats therein unto the lessor.

PROVIDED THAT, if the lessee is determined otherwise that on forfeiture and the house/flat or any of the house/flat are entered upon and taken possession of by the lessor, the lessor shall pay to the respective lessee the value of his or their interest in the said land fixture on the date of the determination of the lessee, the net value to be determined in the absence of an agreement between the lessor and the lessee concerned by arbitration as hereinafter provided.

17. If any sum recoverable hereunder or the yearly rent hereby reserved or any part thereof shall at any time be in arrear and unpaid for one calendar month next after any of the days whereon the same shall have been demanded or not if it is discovered that this Deed has been obtained by suppression of any fact or by an misstatement, misrepresentation or fraud or if there shall have been in the opinion of the lessor whose decision shall be final any breach by lessee or by any persons claiming through or under him of any of the covenants or contained therein and on his part to be observed performed then and in any such case it shall be lawful for the lessor notwithstanding the waiver of any previous cause or right of re-entry upon the said land hereby demised and the flats/house thereon to re-entry upon and take possession of the said land or both the flats and fixtures thereon, there upon this Deed and every thing herein contained shall cease and determine the lessee whose flat has been re-entered upon and the lessee shall not be entitled to any compensation whatsoever not to the return of any premium paid by him.

PROVIDED that notwithstanding anything contained herein to the contrary, the lessor may without prejudice to its right of re-entry as aforesaid and in its absolute discretion, waive or condone breaches temporarily or otherwise, on receipt of such amount and on such terms and conditions as may be determined by it and may also accept the payment or rent which shall be in arrear as aforesaid together with interest at the rate of six percent per annum.

*[Handwritten signature]*

*[Handwritten signature]*  
23/2/02





PROVIDED FURTHER THAT, if the property is mortgaged with the life insurance corporation against a loan for the same the Rajasthan Housing Board would:

(i) give to Life Insurance Corporation a notice of 6 months in case of and breach in terms and conditions of the lease in order to enable and enable the Corporation have the breach removed or rectified.

(ii) re-enter or acquire the property, subject to the life insurance corporation and mortgage, and

(iii) If there shall have been any breach by the lessee or by any person claiming through or under him or any of the conditions contained therein that the lessee shall be entitled at least to the return of the premium paid by him for the land and to fair and reasonable compensation for the structures thereon from the lessor.

18. No forfeiture or re-enter shall be effected until the lessor has served on the lessee a notice in writing

(a) Specifying the particulars breach complained of

(b) If the breach is capable of remedy requiring the lessee to remedy the breach and the lessee fails or fail within such reasonable time as may be mentioned in the notice to remedy the breach if it capable of remedy, and in the event of forfeiture on such terms and conditions as it thinks proper

Nothing in this clause shall apply to forfeiture or re-entry

(c) for breach covenants and conditions relation to sub-division or amalgamation, extension, re-erection, addition or alteration to the flats and transfers the said and or the flats as mentioned here in before.

19. In case this Deed has been obtained by suppression of any fact misstatement, misrepresentation or fraud

20. The lessee shall deposit in advance the lease rent or urban assessment, of a period of one year and thereafter pay the lease rent every years on due dates thereby keeping the lease rent for one year in deposit at every stage

The rent hereby reserved shall be enhanced from the first day of January one thousand nine hundred and and thereafter at the end of each successive period of 15 years provided that the increase in the rent fixed at each such time shall not exceed 25 percent of the payable immediately before the enhancement is due

20. In the event of any question, dispute or difference arising under these presents or in connection therewith (except as to any matters the decision of which is specially provided by these presents) whatever between the lessor, the same shall be referred to the sole arbitration of the person appointed by the lessor. It will be no objection to any such appointment that the arbitrator so appointed is a Government servant or official of the Rajasthan Housing Board at that he has to deal with the matters to which the deed relates, or that in the course of his duties as Government servant or official of the Rajasthan Housing Board he expressed views on all or any of the matters in dispute of difference. The award of arbitrator so appointed shall be final and binding on the parties.

रजिस्ट्रार द्वितीय, कोटा

2007004245

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The arbitrator may with the consent of the parties enhance the time, from time to time, for making and publishing the award.

Subject as aforesaid the arbitration Act 1940 and the rules thereunder any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under the clause.

21. All notices, order directions, consent or approvals to be given under this deed shall be in writing and shall be signed by such officer as may be authorised by Chairman.

22. All power exercisable by lessor may be exercised by the Chairman.

In WITNESS WHEREOF the parties hereto have set their hands the day year first above written.

## THE SCHEDULE I ABOVE REFFERED TO

All that plot of land appurtenant to flats/houses No. भुवड तेक्टर 2  
in Block No. भुवड in Pratap Nagar housing estate at Sanganeer, Jaipur  
and measuring 1766.447 sq. meters of thereabout and bounded as follows.

**NORTH** तड़क  
**SOUTH** तड़क  
**EAST** तड़क  
**WEST** तड़क

and shown in the annexed plan and marked with its boundaries in red.

signed by Shri/Shrimati राम निवास मोदी धेरिटेकन इस्ट, जेट रातमो

as lessee on .....

Witness 1. S/o.  
2. S/o.

Signed by Shri उप आवासन आयुक्त, राजस्थान हाउसिंग बोर्ड, जेट रातमो

for and behalf of the Rajasthan Housing Board Lessor)

on ..... witness.

1. S/o.  
2. S/o.