

Photo

Conveyance Deed – Allottee



THIS INDENTURE made this day ofTwo 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

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

WHEREAS the allottee has separately applied to the Board for purchase of a house and the Board has on the faith of the statements and representations made by the allottee accepted such application and has agreed to sell house No. _____in the manner hereinafter appearing.

NOW THIS INDENTURE witnesseth that in consideration of the amount of the Rs. _____(Rupees

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 _____(scheme/colony’s name consisting or . more particularly describe in Schedule I hereunder written and for greater clearness delineated on the plan annexed to these present and thereon colored red together with all the rights, easements and appurtenances whatsoever to the said house belonging or appurtenant subject to the covenants and conditions hereafter 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 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 local authorities.
- (2)

The condition stipulated in the lease deed (which shall be deemed to the 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 mutandies 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 REFFRED TO

All that on thefloor/house bearing

No.

—

(In Block No.)Estate at

consisting of. and shown in

the annexed plan marked Red.

The boundaries of the property are as under : -

NORTH
SOUTH
EAST
WEST

1st witness

Name

S/O

Address

Allottee

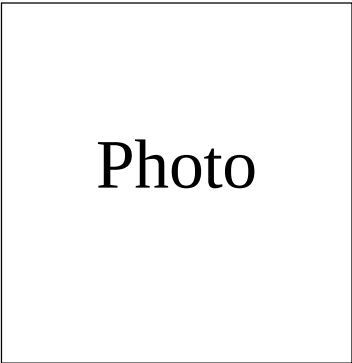
2nd witness

Name

S/O

Address

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 Act.
1970 (Act No. 4 of 1970) (hereafter called the ‘Lessor’ which expression shall unless the context requires
another and different meaning include its successor and assigns) on the one part

resident of (hereafter called the ‘Lessee’ which
expression shall unless the context requires another and different meaning include his / her nominees, heirs
executors, administrators, legal representatives and permitted assigns) of the other part.

Whereas the lessee
.....
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 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 representations made by the Lessee accepted such application and has agreed to demise the
said land to Lessee.

NOW THIS INDENTURE WITNESSETH that in consideration of the Premium of
Rs. (Rupees

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 contained the Lessor BOTH hereby demise upto the Lessee all the land under and appurtenant to the residential flats/houses bearing Nos. , Block Nos in the lay out on

_containing by admeasurement on area of square meters of there about situated at 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 present and there on coloured red (hereinafter reoffered 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 **Day of Year** ELIDING AND PAYING therefore yearly rent payable in advance of Rupees **(Rupees**

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 on 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 lessor From **Day of Year** the rent amounting to Rupees **(Rupees**

ONLY.) from the date of the commencement of this Deed to last mentioned date having been paid before the execution of these presents.

SUBJECT ALWAYS to the exceptions 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 times to do all acts and things which way 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-II on the day and in the manner hereinbefore 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 deviate in any manner from the layout planner alter the size of residential plot whether by sub division, amalgamation or otherwise.
5. The lessee shall keep and maintain good repair of all drains, water pipes, electric lines and connections and sanitary and sewages 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 within 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 sub 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 mortgaged to the Life Insurance Corporation or 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 in to by the Life Insurance Corporation and the lessee.

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

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 10 the lessee shall from time to time and at all times pay and discharge all rates 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 house/flat 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 or 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 first 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 increased first rent will be paid by the lessee within two months of the demand made on him.

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 re-erect any of the house/ flats or make any alterations or additions either externally or internally to such houses / flats provided further that in cases where addition office subsequent storey is permissible under a scheme , the lessee shall follow the elevation etc. 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 lease peaceably yield up the said land and the house/flat there on unit lessor.

PROVIDED THAT , if the lease is determined otherwise than 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 fixtures on the date of the determination of the lease, 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 any 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 or performed then and in any such case it shall be lawful for the lessor notwithstanding the waiver of any previous cause of right of re-entry upon the said land hereby demised and the flats/houses thereon to re-enter upon and take possession of the said land or both the flats and fixtures thereon, thereupon 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 of rent which shall be in arrear as aforesaid together with interest at the rate of as Per R.H.B. rules.

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 any breach in terms and conditions of the lease in order to entitle and enable the Corporation have the breach removed or rectified.
- (ii) re-enter or acquire the property, subject to the rights of 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 covenants or conditions contained therein , then 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 fails within such reasonable time as may be mentioned in the notice to remedy the breach if it is capable of remedy, and in the event of forfeiture or re-entry the lessor may , in its discretion, relieve against forfeiture on such terms and conditions as it thinks proper.

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

- (a) For breach covenants and conditions relating to sub-division or amalgamation or erection, re-erection, addition or alteration to the flats and transfer of the said and or the flats as mentioned hereinbefore.
- (b) In case this Deed has been obtained by suppression of any fact misstatement, misrepresentation or fraud.

19. 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 year 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 that 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 and 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 or the Rajasthan Housing Board he expressed views on all or any of the matters in dispute or difference. The award of arbitrator so appointed shall be final and binding on the parties.

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 there under any modification there of 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 WHEREFOR the parties hereto have set their hands the day year first above written.

THE SCHEDULE I ABOVE REFERRED TO

All that plot of land appurtenant to flats/houses No.
in Block No. in housing estate at and
measuring or thereabout and bounded as follows.

NORTH
SOUTH
EAST
WEST

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

Signed by

lessee on
witness 1. S/O

2. S/O

Signed by
for and on behalf of the Rajasthan Housing Board Lessor)

on..... witness.

1. S/O

2. S/O