# Deed Of Modification

THIS DEED OF MODIFICATION made and executed at this \_\_ \_\_ day of \_\_\_ 200\_

BETWEEN

The \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_hereinafter called the LESSOR, (which expression where the context so admits shall include the reversioner or reversioners for the time being immediately expectant upon the term hereby created) of the One Part

AND

Shri \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Son of Shri \_\_\_\_\_\_\_\_\_\_\_\_ age years, occupation - service, resident of hereinafter called the LESSEE, (which expression where the context so admits shall include his executors, administrators and assigns) of the Other Part.

**WHEREAS** the lessor had granted to the Lessee a lease for 99 years of the plot of land bearing No. out of Final Plot No. , Sub-Plot No. of

AND WHEREAS since then, the lessee had been holding and enjoying the said property as a lessee member of the lessor;

AND WHEREAS in the said demise, clause No. 15, provided for a condition-cum-restriction to the effect that if the lessee were to transfer or assign the said property, or his leasehold rights to any one, the lessee shall pay unto the lessor an amount equal to half of the surplusage received by the lessee over and above the original investment of the lessee;

AND WHEREAS in view of the change in the circumstances, the lessor society had decided to reconsider the said clause, and in the meeting of the general body of the lessor, dated , the said clause No. 15 was proposed to be amended, and it was provided that instead of half of the surplusage, it should be Re. 1 /- per square foot of the plot area that should be payable to the lessor;

AND WHEREAS so as to give the effectto the said resolution of the general body, it has become necessary to amend the said restriction in the said demise;

**NOW, THIS DEED WITNESSES,** and it is hereby agreed by and between the parties as follows :

1. That the demise, dated\_\_\_\_, registered with the office of the Joint Sub-Registrar, Haveli No. at Sr. No. in respect of the Plot No. out of Final Plot No. of the clause No. 15 at page No. 6, reading "Not to assign, underlet or part with\_\_\_\_one-third of the capital cost" is hereby deleted in its entirety, and instead thereof, the following fresh clause No. 15 is inserting : "Not to assign, underlet or part with the possession of the demised plot and premises at any time during the said term hereby granted without the written consent of the lessor for that purpose previously had and obtained. Such consent not to be withheld in the case of responsible and respectable tenant being a registered member of the Society PROVIDED ALWAYS and it is hereby agreed that on every permitted disposition or devolution of or dealing with the demised plot and premises under or by virtue of these presents of the lessee shall pay to the lessor an amount or value equivalent to one rupee per square foot of the total area of the plot".

2. That subject to this modification, the rest of the conditions of the said demise stand valid and as they are.

3. That the modification within mentioned shall be deemed to have been incorporated in the said demise.

IN WITNESS WHEREOF the Common Seal of the Society has been hereunto affixed and two members of the Committee of the Society and the Secretary and the Lessee have hereunto set their hands the day and year first above-written.

Sd/-

LESSOR

Sd/-

LESSEE

SIGNED, SEALED AND DELIVERED

by the above named –

in the presence of –

1. Sd/-

2. Sd/-