CABINET SECRETARIAT

ORDER

Jaipur, Sept. 8, 1971
No. F.32(43)cab/71

Sub: Procedure to be adopted by the Committees constituted for the auction or sale/disposal/management of nazool buildings.

In supersession of the cabinet secretariat order No. F.1 (1)OSD/GAD/Nazool/66 dated 25th August", 1967", the state government in order to carry out smoothly the disposal of Nazool Buildings in the state hereby frames the following rules namely: -

1. Short title and commencement :

   (i) These rules may be called the Rajasthan Nazool Buildings (Disposal by public Auction) Rules". 1971.
   (ii) They shall come into force at once.
   (iii) These rules are in the nature of administrative instructions only for the guidance of offices, and do not confer any legal rights on any person. The Government will be the final authority to decide any/auction/sale of the properties in pursuance of these rules.

2. Disposal of Nazool Buildings by order of Government:

   (i) No nazool Building or any portion thereof shall be sold or auctioned without prior sanction of the Government. "Provided that when the reserve price of the nazool building or any portion thereof as assessed by the P.W.D. is less than Rs. one lakh, the collector may sell or auction such building or any portion thereof without prior sanction of the Government." 

   (ii) When a committee constituted for the disposal of Nazul Buildings (vide Government order No.F.5 (4) O&M/67 dated 3-2-67) decides to dispose of any un-economic or surplus Nazul Building situated in its area, it shall submit its proposals to the Chief Secretary to the Government of Rajasthan for conveying Government sanction in the matter.

   (iii) Such a proposal shall be accompanied by full particulars as to the dimension, area of the built up portion, area of open land appurtenant thereto, the estimated market value of the built up structure and the land and the reserve price of Nazool buildings.

   (iv) Assessment of the value of a Nazool building shall be made by the Sub-Divisional officer and the Executive Engineer (Buildings and Roads) having jurisdiction over the area in which such building is situated, keeping in view the prevailing market rates including the market value of the land. This valuation will be the reserved price
of the Nazool building and it shall not be sold by public auction at a price below this reserved price.

(v) Proposals of a Sub-Divisional committee shall be submitted through the district committee.

3. Register of Nazool building to be disposed of

(i) Every committee constituted as aforesaid shall maintain a register in the Form "A" in which entries will be made from time to time.

(ii) The Chairman of the committee shall attest the entries in the Register from time to time.

4. Sale by whom and how made:

(i) Sale of Nazool building shall be effected by public auction.

(ii) As soon as the Government sanction is conveyed for the disposal of any Nazool building, the committee shall appoint an officer of the Revenue Department not below the rank of a revenue inspector to conduct the sale thereof, by public auction.

5. Proclamation of Sale:

(i) Whenever any Nazool building is ordered to be sold a proclamation of the intended sale shall be issued in Hindi in the form "B" under the signature of the chairman of the Disposal committee.

(ii) Such proclamation shall state the time and place of sale and specify as fairly and accurately as possible:

(a) The location and full particulars of the Nazool building intended to be sold;

(b) The estimated value of such building; and

(c) any other particulars which the committee may consider material for a purchaser to know in order to judge the nature and value of the property.

6. Mode of making proclamation:

(i) The proclamation shall be made and published at some place on or adjacent to the nazool building intended to be sold by bear of drum or any other customary mode and a copy of the order shall be fixed on a conspicuous part of the property and then upon the notice board of the office of the chairman of the committee issuing the proclamation.

(ii) Where the committee so directs, such proclamation may also be published in the official gazette or in the local newspaper or in both.
(iii) Separate proclamation shall be issued in respect of each nazool building sought to be auctioned by the Committee.

(iv) Where a Nazool building is in the possession of a tenant, a copy of the proclamation of sale issued by the Committee shall also be served upon such tenant by means of registered post.

7. **The time of sale**

No sale hereunder shall take place until after the expiration of at least fifteen days calculated from the date on which the copy of the proclamation has been affixed on the notice board of the office of the chairman of the Committee ordering the sale.

8. **Adjournment of sale**

(i) The member of the Committee who may be authorised by the committee to supervise any auction proceedings may adjourn any sale hereunder to a specified day and hour but not beyond seven days. If the price offered at such sale is below the reserve price and there is possibility of getting higher bid on the adjourned date.

(ii) The committee may, in its discretion adjourn any sale hereunder to a specified day and hour, where a sale is so adjourned for a longer period than seven days, a fresh proclamation of sale shall have to be issued.

9. **Security deposit by bidder**

(i) Every bidder at the auction shall have to deposit Rs. 50/- (and Rs. 100/- in case the reserve price of the property put to auction exceeds Rs. 10,000/-) as security money before he is allowed to bid at the auction.

(ii) Security money of unsuccessful bidders will be refunded at the close of the auction.

10. **Deposit by purchaser and re-sale on default**

(i) The highest bidder who is declared to be the purchaser by the officer conducting the sale subject to the acceptance of the officer by the committee, shall pay immediately after such declaration a deposit of twenty percent of the amount of his purchase money, less the amount already deposited by him as security under rule 9”, to the officer conducting the sale, and in default of such deposit, his security money shall be forfeited to the government and the property shall forthwith be re-sold.

“Provided that notwithstanding any thing to the contrary contained in these rules.

(A) If such nazool building in possession of Central Govt autonomous bodies like Municipalities, Urban
Improvement Trust such bodies will have the option to purchase such buildings at current market value to be determined through negotiations.

(B) If such Nazool building is in the possession of a tenant and such tenant desires to purchase the property and

(i) He has been continuously occupying such building as a tenant thereof from a date prior to 15.8.1947 he shall have the option to purchase the said building.

(a) Upon payment of 75% of the market price (or reserved price) for the building, in case his annual income does not exceed Rs. 4200/-.

(b) Upon payment of price equal to 90% of the highest bid offered for the building as the auction sale in case his annual income exceeds Rs. 4200/- but does not exceed Rs. 6000/-.  

(ii) He is prepared to purchase it at the price offered by the highest bidder at the auction sale he shall have to deposit a sum equal to 10% of the highest bid with the officer conducting the sale on the fall of the hammer; upon such deposit by the tenant, the highest bid shall be taken to be that of the tenant and the officer conducting the sale refund the security money deposited by the highest bidder under rule 9 (i).

In case covered by sub-clause (i) of clause (b) of the proviso, the option to purchase the building shall be exercised by the tenant by making an application in writing to the officer conducting the sale alongwith a certificate of Tehsildar or the P.W.D. authority or other departmental authority incharge of the building certifying the period for which the applicant has been continuously occupying the building as a tenant thereof and a certificate of the income tax officer or equivalent authority testifying the applicants annual income during the proceeding year, on or before the fall of the hammer and the officer conducting the sale, shall thereupon stop auction proceedings and submit the application together with the certificate submitted by the applicant to the committee. Upon acceptance of the application by the committee, such tenant will have a further option to pay the price of the Nazool building by half-yearly installments. If the Nazul building sold to him is a shop, the price thereof shall be payable in two half-yearly installments and in other cases in 10 half yearly installments such a purchaser will have no right to sell or otherwise part with the building or a period of at least 5 year from the date of such sale, failing which the state Government will have the right to rescind the sale and re-sell the property by public auction under these rules."

(2) The officer conducting the sale shell deposit the part of the purchase money received under sub-rule (1) in the Government Treasury or sub-treasury immediately and
shall submit his report along with the record of the sale proceedings and the Treasury receipt to the committee.

(3) The purchase money shall be deposited under the Budget Head approved by the finance Department.

11. **Acceptance of bid by the committee:**

   (i) Upon receiving the report under Rule 10(2) from the officer conducting the sale, the chairman of the Disposal committee shall inform the chief secretary to Government of Rajasthan regarding the Highest bid obtained at such auction sale in the prescribed Form “C” and shall convene a meeting of the Disposal Committee within a month of the auction to consider the offer.

   (ii) If the Disposal committee is of the opinion that the price at which the property has been knocked down is a fair and reasonable price of the nazul building,” it may approve to sale and convey its approval to the purchaser by registered post.

   (iii) If the committee does not consider the price to be adequate, if may reject the highest bid and order fresh proclamation of sale to be issued.

   (iv) Where the nazul property is situated in a sub-Division is auctioned at a price exceeding Rs. 15000/- the sub-Divisional committee shall obtain the approval of the district committee before conveying approval to the purchaser, in pursuance of the Government order No.F.6 (11) F.D. A&I/67 dated 13.6.67.

   (v) Where a sale is not approved by the committee the purchaser shall be entitled to repayment of the deposit made by him.

12. **Time for payment in full of purchase money:**

   (i) The full amount of the purchase money shall be paid by the purchaser in Govt. Treasury or sub-Treasury under the Head mentioned in rule 10 (3) and the Treasury receipt thereof shall be submitted to the Chairman of the committee within fifteen days from the date of notice conveying the approval of the committee under sub-Rule (2) of rule 11.

   (ii) Where the purchaser happens to be a tenant of the nazul building put to auction, and he desires to pay the remaining price by installment, he shall have to execute an agreement in form “D” and deliver it to the chairman of the committee within 15 days of the date of notice conveying the approval of the committee under-taking to pay such amount together
with interest 12% p.a. in equated annual installments not exceeding nine in number,” the first installments falling due for payment after the expiry of one year from the date. of acceptance of the offer by the committee.

13. Procedure in default of payment :

(i) In default of payment within the period mentioned in sub-rule (1) of the last preceding rule, or upon failure of the tenant to execute and deliver up agreement specified in sub-rule (2) of the preceding rule, the deposit received under rule 10 may, if the committee thinks fit, be forfeited to the Government and the property shall be re-sold and the defaulting purchaser shall forfeit all claim to the property or to any part of the sum for which it may subsequently be sold.

(ii) Every re-sale of a Nazul building, in default of a payment of purchase money or failure to execute the prescribed agreement, as the ease may be, within the period allowed for such payment or execution and delivery of such agreement, shall be made after the issue of a fresh proclamation in the manner and for the period hereinbefore prescribed for the sale.

(iii) Any deficiency of price which may happen on a re-sale by reason of the purchaser’s default and all expenses attending such re-sale, shall be recoverable from the defaulting purchaser.

14. Rejection of offer by state Government :

The state Government reserves to itself the right to reject any bid without assigning any reason thereof, or to withdraw any nazul building from auction at any time without assigning any reason.

15. Sale when to become absolute :

(i) Where full price of the nazul building put to sale by public auction has been deposited by the purchaser within the time specified in sub-rule (1) of Rule 12 the committee shall make an order confirming the sale and thereupon the sale shall become absolute.

(ii) Where a tenant of the nazul building has executed agreement specified in sub-rule (2) of rule 12, the committee shall make an order confirming the sale and convey its decision to the purchaser by registered post. Such purchaser shall have to execute a mortgage deed and get it duly registered at his own expenses in respect of the remaining purchase money in form “E” and shall deliver it to the chairman of the committee.
16. Certificate to purchaser:

(i) Where a sale of nazul property has become absolute, the chairman of the committee shall, on behalf of the Government, grant a certificate of sale of the property in form “E” specifying the details of the property sold and the name of the person who at the time of the sale is declared to be the purchaser.

(ii) Such sale certificate shall be written on requisite non-judicial stamps to be furnished by the purchaser and shall bear the date on which the sale become absolute. The expenses of registration of such sale in certificate shall also be borne by the purchaser.

17. Restriction on bidding or purchase by officers.

No officer or other person having any duty to perform in connection with any sale shall, either directly or indirectly, bid for, acquire or attempt to acquire any interest in the property sold.

18. Delivery of possession.

When a sale certificate has been issued in the name of the purchaser, the chairman of the committee shall, on the application of the purchaser, order delivery of possession to be made by putting such purchaser or any person whom he may appoint to receive delivery on his behalf, in possession of the nazul property sold, or where such property is in the occupancy of a tenant, the chairman of the committee shall serve a notice by registered post upon such occupant intimating that the right, title and interest of the Government in the property has been transferred to the purchaser.

19. Constitutions of Apex Committee its powers and functions

(i) The state Government hereby constitutes a Committee at the State lavel, hereinafter called Apex Committee consisting of the following officers namely :-

1. Special secretary finance
2. Addl. Chief Engineer P.W.D. (Bldgs)
3. Special Secretary, G.A.D.

Chairman
Member
Member

(ii) The Apex Committee shall have the following powers and function namely :

(a) It shall decide cases of such Nazool buildings which are not auctioned under these rules for one reason or the other and also such cases of Nazool buildings where tenants authorised/unauthorised and trespassers, are in possession/occupation of such building and paying low rent or no rent at all.. The Committee shall decide whether such Nazool building is to be sold, auctioned or to be re-tained. In this cainection the Apex Committee shall take decision and set upon inaccordancc with the provisions (four point formula ) as laid down in appendix "G" of the rules.

(b) It shall issue direction to the concerned authorities as it may deam proper for the maintenance /management of Nazool buildings regarding which decisions of not selling has been taken under clause (a) above.

(c) It shall have powers to revise the rate of rent after every fifth year of such Nazool building reguarding which it has been decided that they are not to
be sold under clause (a) above. This revision of rent will be equal to the current market rate of rent to be assessed by the Executive Engineer P.W.D. Concerned.

20. **Supersession:**

   All existing rules and orders in force the commencement of these Rules, shall, upon such commencement, stand superseded such suppression shall not, however, in any way affect anything previously done or action previously taken under or in pursuance of the existing rules so superseded.

   **By order**

   

   Sd/-
   DEPUTY SECRETARY GOVERNMENT.
The State Government hereby makes the following amendments to the Rajasthan Nazool Buildings (Disposal by Public Auction) Rules 1971, namely:

1. In the said rules under the heading “sub” after the words “auction or sale” the words “disposal/management” shall be inserted.
2. Proviso (A) of rule 10 shall be substituted by the following namely:
   “(a) If such Nazool Building is in possession of Central government, autonomous bodies like Municipalities, Urban Improvement Trust such bodies will have the option to purchase such buildings at current market value to be determined through negotiations.”
3. Sub-rule (3) of rule 10 shall be substituted by the following namely: The purchase money shall be deposited under the budget head approved by the Finance Department.
4. The existing rule 19 shall be read as rule 20 and this following new rule 19 shall be inserted after rule 18 namely: “19. Constitutions of Apex Committee, its powers and functions
   (i) The State Government hereby constitutes a Committee at the state level, hereinafter called Apex Committee, consisting of the following officers, namely:
   1. Special Secretary, Finance…………………Chairman
   2. Addl. Chief Engineer, P.W.D. building……..Member
   3. S.S. G.A.D………………………………….Member-Convener
   (ii) The Apex Committee shall have the following powers and functions, namely
   (a) It shall decide cases of such Nazool buildings which are not auctioned under these rules for one reason or the other and also such cases of Nazool buildings where tenants authorized/unauthorized and trespassers, are in possession/occupation of such buildings and paying low rent or no rent at all. The committee shall decide whether such Nazool building is to be sold, auctioned or to be retained. In this connection the Apex committee shall take decision and act upon in accordance with the provision (four point formula) as laid down in Appendix “G” of these rules.
   (b) It shall issue directions to the concerned authorities as it may deem proper for the maintenance/management of Nazool buildings regarding which decision of not selling has been taken under clause (a) above.
   (c) It shall have powers to revise the rate of rent after every fifth year of such Nazool buildings regarding which it has been decided that they are not to be sold under clause (a) above. This revision of rent will be equal to the current market rate of rent to be assessed by the Executive Engineer, P.W.D. concerned.

By Order, sd /-
(Rajendra Pal Singh)
Deputy Secretary to the Govt.,
Cab. Sectt. Rajasthan, Jaipur
FOUR POINT FORMULA REGARDING THE DISPOSAL/MANAGEMENT OF NAZOOL PROPERTIES

<table>
<thead>
<tr>
<th>Nature of occupation</th>
<th>Property to be sold</th>
<th>Property to be retained</th>
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<tbody>
<tr>
<td>1. With State Govt.</td>
<td>Through auction, providing alternative accommodation.</td>
<td>Rent to be revised, if necessary.</td>
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<td>Department</td>
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<td>2. With Municipalities</td>
<td>Through negotiation at current market value worked out by the P.W.D.</td>
<td>(i) Rent is suitable and is being paid regularly. No auction.</td>
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<td>Urban Improvement Trusts</td>
<td></td>
<td>(ii) Rent is low though being paid regularly, rent may be enhanced and, if not agreeable eviction.</td>
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<td>Panchayat Samities</td>
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<td>(iii) Rent is low and also not being paid regularly recover, enhance/ and evict, if not agreeable.</td>
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<td>Panchayat and the central Government.</td>
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<td>With regard to (ii) and (iii) above, the procedure to be followed will be as follows:-</td>
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<td>3. With tenants.</td>
<td>(i) Through negotiations; if agreement signed within 15 days of a notice under Sec. 106 of transfer of property act No. 4 of 1882 for termination of Tenancy at current market value worked out by the P.W.D. payable in installments (25% of the agreed amount at the time of the agreement and rest in 10 Six monthly Installments with 9% interest, including arrears of rent if any,</td>
<td>I. Property Officer, P.W.D. will serve a notice under section 106 of the transfer of property Act No. 4 for termination of tenancy of 1882.</td>
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<td>(ii) Through auction, if (i) is not acceptable with arrears of rent added, if any.</td>
<td>II If the party is willing to pay enhanced</td>
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rent and arrears, if any, a revised rent deed will be signed.

III If the party is not agreeable to II above case will be referred to the Estate Officer after 15 days for initiating eviction proceedings under the Rajasthan Public Premises (Eviction of unauthorized occupant) Act. 1964

IV If the party expresses willingness to pay enhanced rent/arrears the Estate Officer will give 15 days time to former to appear before the property officer and settle the matter.

V If action is not taken by the party as per IV above, eviction proceeding will continue.

VI Enhanced rent will be the prevailing market rent as worked out by the P.W.D. in advance and will be enforceable from the date of notice regarding termination of tenancy. Land rates for the various areas (main roads and by roads) for the purpose of assessing the fair rent will be worked out in consultation with the U.T.I./Municipality.

4. with Tresspassers (i) and (ii) as above.

i) Case to be referred to the Estate Officer by the Property Officer P.W.D.

ii) Notice for eviction under section 4 of the Rajasthan Public premises (Eviction of unauthorized Occupants) Act 1964 to be served by the Estate Officer.

iii) If the party shows willingness to negotiate regarding rent and arrear, it may be given 15 days time and directed to the Property Officer, P.W.D. who will sign a rent deed with the former.
iv) If the party fails to take action as per (iii) above within the stipulated time, the Estate Officer will proceed with the eviction proceedings.

v) In all cases in which the original tenant is alive but has unauthorisedly sublet the property in question, a 15 days Notice regarding termination of tenancy will first be served on him by the Property Officer, P.W.D. If he does not hand over vacant possession of the property within the stipulated time the case will be referred to the Estate Officer for initiating eviction proceedings against both the original tenant and the unauthorized occupant.
FORM ‘A’
(Rule 3 (1)
Rajasthan of Nazul Buildings to be disposed of within the jurisdiction of District Sub-Divisional Committee.

District/sub-division

<table>
<thead>
<tr>
<th>S. No</th>
<th>Particulars of Nazu Building and the name by which hither to been known.</th>
<th>Plinth Area of the building</th>
<th>Nos. of storeys and Area of built portion in each Storey</th>
<th>Area of Open land appurtenant to the building</th>
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<td>Dimensions and total area including open land</td>
<td>Year of construction of the building</td>
<td>Estimated market value of the whole building including open land appurtenant there to</td>
<td>Whether unserviceable, uneconomic or surplus</td>
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<tr>
<th>Whether the building any portion let out to any tenant or tenants if so name of such persons</th>
<th>Date of decision taken by the Committee for its dispo for its dispo-</th>
<th>Date of submission of proposal to Govt.(in the case of S.D.O. to the Distt. Committee</th>
<th>Date of Govt. sanction and no.</th>
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<tr>
<th>Reserved price fixed by the govt.</th>
<th>Attestation by chairman with date</th>
<th>Name of Officer appointed to conduct the sale by public auction.</th>
<th>Date Of Issue of proclamation of sale the time &amp; date fixed for auction sale</th>
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<tr>
<th>Name of member authorised to supervise the sale</th>
<th>Date of submission of report by officer &amp; conducting the sale &amp; amount deposited</th>
<th>Name of the purchaser and price which the property knocked down</th>
<th>Date of acceptance of the Officer by the Committee</th>
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<tr>
<th>Date of approval of the district committee (in the case of auction by sub divisional committee)</th>
<th>No. and date of the notice issued to the purchaser intimating acceptance of the bid.</th>
<th>Attestation by Chairman with date</th>
<th>Date of deposit of full purchase money (No.&amp; date of Challan with amount.</th>
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<tr>
<th>Date of submission of agreement by tenant purchaser to pay purchase money in instalments,</th>
<th>Rejection of offer by Govt. if any(State No. &amp; Date of order.</th>
<th>Date of order confirming the sale</th>
<th>Date of Mortgage deed executed by a tenant purchaser</th>
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<th>Date of issue of sale certificate</th>
<th>Date of Delivery and possession to purchaser</th>
<th>Attestation by Chairman</th>
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FORM "C"

Rule 11(1)

from

The Chairman
District Disposal Camitee

To,

The Chief Secretary to the
Government of Rajasthan Jaipur

Sub:- Report under rule 11 (1) the Rajasthan Nazul Buildings(Disposal by Public Auction) Rules 1971

Sir,

I have the honour to inform you that the Nazool Building popularly known as------------------and located at------------------was put to auction on ------

--------This property was apporoved for auction vide Government Sanction Order No,-

-------------Dated------------------and in the list it is mentioned at s.no.-

----the estimated value of this nazool property as per valuation statement submitted by
the Executive/Assistant Engineer, P.W.D. (B&R) as required under rule 2(IV) is Rs.--------

----------The highest bid offered for the building was is Rs------------------A meeting
of the Disposal Commitee has been called on------------------to consider the offer.

(25% of the purchase money amounting to Rs. ------------------has
been deposited in the------------------Treasury under Challan no------------------
--dated------------------)

(10% of the purchase money offered by Shri------------------the tenant
occupying the aforesaid Nazool building has been deposited in the------------------Treasury--
------------------under Challan No.------------------Dated------------------
---)

Yours faithfully
Chairman
Commitee.

Note: Delete the portion within brochure not applicable.
FORM "D"

AN AGREEMENT TO BE EXECUTED BY AN INTEND PURCHASER OF NAZOOL BUILDING OCCUPYING THE SAME AS A TENANT THEREOF.

THIS AGREEMENT made on ----------------day of---------------- 19 BETWEEN the Government of the State of Rajasthan hereinafter called "Government (Which expression shall whether the context so admits include his successors and assigns)" of the one part and Shri----------------------son of---------------------- Resident of----------------------at present siding at hereinafter called the "tenant" (which expression shall, whether the context so admits, include his heirs, executors, administrators and assigns) of the other part.

WHEREAS the Government has brought the District/sub Divisional Nazul Building Disposal Committee--------------------------------------(District) put to auction Nazul building known as------------------------situated at----------------------------more specifically described in the Schedule hereto.

AND WHEREAS the tenant has been occupying the said premises on lease since----------------------and has also deposited equal to 10% of such price with the officer conducting the sale

AND WHEREAS the Disposal Committee has approved of the offer and conveyed its approval to the tenant under a registered notice dated----------------------

AND WHEREAS THE tenant is not in a position to pay the remaining purchase money amounting to Rs.----------------------within 15 day of the receipt of the aforesaid notice of approval and desires to pay the remaining purchase money by annual installments and also agrees to mortgage the said building with the Government until the remaining price has been fully paid to the Government and

It is hereby agreed and declared as follows

(1) That the tenant shall pay to the Government remaining purchase money amounting to Rs.----------------------(In words)----------------------together with Interest 12% p.a. in instalments hereinafter appearing

(2) That the tenant shall pay the said amount together with Interest as aforesaid in----------------------annual equated installments as specified below] the first installment falling due for payment after the expiry of one year from the date of acceptance of the offer by the committee namely :-

<table>
<thead>
<tr>
<th>Amount of Instalment</th>
<th>Due date of payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)----------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>(2)----------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>(3)----------------------</td>
<td>---------------------</td>
</tr>
</tbody>
</table>

(3) That the tenant shall mortgage the said property as security for the payment of the said purchase money together with interest.

(4) That on default of payment of any installment the whole amount remaining due shall become payable forthwith and the tenant shall be liable to pay interest thereon at 12% p.a. up to the date of actual realisation thereof and the Government shall further be entitled to enforce its rights against the property to be mortgaged.

(5) The Vendor hereby covenants with the purchaser as follows :-
(i) The said building shall be quietly entered into and Upon and hold and enjoyed and the rents and profits received therefrom by the purchaser without any interruption or disturbances by the vendor or any person claiming there or under him and without any lawful disturbance or interruption by any other person whomsoever.

(ii) The vendor will at the cost of the person requiring the same execute and do every such assurance or thing necessary for further more perfectly assuring the said building to the purchaser his heirs or assigns as may reasonably be required.

(iii) The property hereby sold is free from encumbrances and it is hereby agreed between the parties hereto that all cost and expenses incidental to the execution and registration of this deed shall be payable by the purchaser.

In witness whereof __________________acting on behalf and under the authority of the vendor in this behalf and________________________ have signed this deed hereunder on the date and year first above written.

signed by the purchaser

signed by order of and on behalf of the Governor of the State of Rajasthan.
Chairman District Sub/Divisional Nazul Disposal Committee

Building

witnesses :-

-----

1.________________________

-----

2.________________________

1.________________________

-----

2.________________________

In witness thereof the parties have signed this agreement the date and year herein above written

Signed by the tenant

Signed by order of on behalf of the Governor of the state of Rajasthan.

Witnesses :-

Witnesses :-

1.________________________

2.________________________

1.________________________

2.________________________

The Schedule of the property
APPENDIX “E”

MORTGAGE DEED TO BE EXECUTED BY A PURCHASER OF NAZUL BUILDING WHO HAD OCCUPIED THE SAME AS A TENANT

THIS DEED is made on the--------day of-------19, between Shri-------------------------------------Son of-----------------------------Resident of --------------------------------------present residing at---------------------------hereinafter referred to as the mortgagor (which expression shall where the context so admits include his heirs executore administrators and assigns) of the one part and the Government of the State of Rajasthan hereinafter referred to as the mortgagee (which expression shall where the context so admits include his successors and assigns) of the other part.

WHEREAS the mortgagor has purchased a Nazul building described in the Schedule annexed hereunder (hereinafter called the mortgaged property) hitherto occupied by him as a tenant thereof from the mortgagee at a public auction held under the Rajasthan Nazul Buildings (Disposal by public auction)Rules 1971 through the District/Sub-Divisional Nazul Buildings Disposal Committee------------------for Rs.------------------------and has deposited the purchase money with the officer conducting the sale under the said rules.

AND WHEREAS the mortgagor not being in a position to pay the remaining purchases money immediately has applied to the mortgagee for permission to pay the same in---annual instalments and has also executed an agreement undertaking to pay the remaining price together with interest 12 % per annum by annual equated installments not exceeding 9 in number the first installment falling due for payment after the expiry of one year from the date of acceptance of the offer by the aforesaid Nazul Building disposal committee and thereupon the said committee has confined this sale in favour of the mortgagor

AND WHEREAS THE MORTGAGOR HAS BEEN in possession of the said premises as absolute owner from the date of such confirmation of sale and has agreed to create a security in manner inafter appearing for the payment of the aforesaid amount with interest 12% p.a. by------------------annual equated installments and the mortgagee has agreed to treat the said unpaid purchase money as a loan due from the mortgagor bearing interest 12% secure in manner hereinafter appearing and to recover the said loan in instalments here above mentioned.

Now This Deed Witnesses As Follows :-

For the consideration aforesaid and as security for the aforesaid loan in pursuance of the said agreement the mortgagor hereby grants and transfers by way of simple mortgage to the mortgagee all that property so purchased by him at the said auction sate and more particularly described in the schedule annexed hereto or with all buildings and structures standing there to the intent that in case default is made in the payment of any sum due hereunder the said property hereby mortgaged shall remain and be charged by way of simple mortgage as security for the payment to the mortgagee the said loan and interest in accordance with the covenants hereoebefore contained.

In pursuance of the aforesaid agreement and in consideration of the sum of Rs.----------due as a foresaid and payable by the mortgagee in the manner hereinbefore state the mortgagor hereby covenants with the mortgagee as follows :-

(1) The mortgagor will pay to the mortgagee the said sum of Rs.----------------------(In word-----------------------------) with interest 12% per annum in----------------
equal installments of Rs----------------each of the principal and interest combined and on the dates specified below :-

<table>
<thead>
<tr>
<th>Instalments</th>
<th>Due date for payment</th>
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</thead>
<tbody>
<tr>
<td>(i)---------</td>
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</tr>
<tr>
<td>(ii)--------</td>
<td>----------------------</td>
</tr>
<tr>
<td>(iii)-------</td>
<td>----------------------</td>
</tr>
</tbody>
</table>

(2) If any instalment specified above is not paid on the due date the whole of the money thus remaining due shall become payable at once.

(3) During the continuance of the mortgage the mortgagor will keep mortgage property in good and substantial repairs and if he shall neglect to do so the mortgagee may at his discretion recall the money due at once and realise the same by enforcement of this mortgage or otherwise.

(4) During the continuance of the mortgage the mortgagor shall keep the mortgaged property insured against damage by fire or other causes and in the name of the mortgagor and the mortgagee and in the sum of Rs.---------------- with the Life Insurance corporation of India or such other company as the mortgagee may approve and will punctually pay premium on such insurance and will produce to the mortgagee on demand the policy of such insurance and the receipt for the last premium paid.

(5) During the continuance of the mortgage the mortgagor shall keep the mortgaged property free from all encumbrances.

(6) If the mortgagor fails to pay the principal sum hereby secured with interest thereon or any instalment or part thereof hereinbefore provided the mortgagee may forthwith enforce against the same premises or any part thereto all or any of the remedies of the holder of a single mortgage and shall also in addition to any other remedy available to him under law have power to sell without the intervention of a court, the mortgaged property or any part thereof for realisation of the money due to him hereunder or at its discretion as arrears of land revenue under the Rajasthan land Revenue Act, 1956 without prejudice to other remedies available to the mortgagee.

(7) All expenses required to be incurred on stamp duty registration etc. in connection with this deed and other document if any shall be borne by the mortgagor.

(8) Except otherwise provided in this deed any dispute or difficulty arising between the parties hereto shall be referred for arbitration to the Chief Secretary to the Government of Rajasthan and his decision shall be final and binding on the parties.

In witness whereof the parties hereto have hereunder put their signatures the date and year first above written

Signed by the mortgagor

Signed by order of and on behalf of the Governor of the State of Rajasthan

Witnesses

Witnesses

1,---------------------

2,---------------------
THE SCHEDULE HEREIN REFERRED TO

Description of the mortgaged property:

the building known as-----------------------------------------------

Situated in-------------------Town---------------------------------

Tehsil----------------------District having bounded as follows:

1. On the East -----------------------------------------------
2. On the West -----------------------------------------------
3. On the North -----------------------------------------------
4. On the South -----------------------------------------------

2. Description of built portion-----------------------------------------------

3. Area of Land Comprised in the premises ---------------------------------

-------------------------------------------------------------------------
FORM 'F'

CONVEYANCE OF NAZUL BUILDING PURCHASED BY THE PURCHASER AT AN AUCTION SALE

This Deed of sale is made on the______day of_______
BETWEEN the Governor of the State of Rajasthan, hereinafter referred to as 'the vendor' (which expression shall, where the context so admits include his successors and assigns) of the one part and Shri_________________________ S/o ____________________________ R/o ____________________________ hereinafter referred to as 'the purchaser' (which expression shall where the context so admits include his heirs, executors, administrators and assigns) of the other part.

WHEREAS :

(1) The nazul buildings (together with open land appurtenant thereto, described in the schedule hereto (hereinafter referred to as the said building') vests in the State of Rajasthan for the purpose of the Government of Rajasthan.

(2) The said building was put to auction sale by the Nazul building disposal committee, ____________district (hereinafter called 'the said committee') on behalf of the Government of Rajasthan under the Rajasthan Nazul Building (Disposal by public auction Rules, 1971, and the purchaser's bid of Rs.__________ being the highest was accepted.

(3) The said sale has been confirmed by the said committee on behalf of the vendor by its order dated_______under the said rules.

(4) The purchaser deposited the full and entire price of the said property amounting to Rs.__________into the Government Treasury at ___________to the credit of the Government.

NOW THIS DEED WITNESSES AS FOLLOWS :

1. In pursuance of the said auction sale and in consideration of the sum of Rs.__________ (in words)_________________ paid by the purchaser as aforesaid the receipt of which the vendor hereby acknowledges and vendor hereby transfers to the purchaser the said building alongwith land appurtenant thereto described in the schedule hereto TO HOLD the same to the purchaser as absolute owner subject to the payment of such Government revenue, cession and taxes as may be assessed or imposed thereon.

2. The vendor hereby convenants with the purchaser as follows :-

   (i) The said building shall be quitely entered into and upon and held and enjoyed and the rents and profits received therefrom by the purchaser without any interruption or disturbances by the vendor or any person claiming there or under him and without any lawful disturbances or interruption by any other persons whomsoever.

   (ii) The vendor will at the cost of the person requiring the same, execute and to every such assurance or thing necessary for further more perfectly assuring the said building to the purchaser his heirs or assigns as may reasonably be required.
(iii) The property hereby sold is free from encumbrances and it is hereby agreed between the parties hereto that all costs and expenses incidental to the execution and registration of this deed shall be payable by the purchaser.

In witness whereof ________ acting on behalf and under the authority of the vendor in this behalf and )___________ have signed this deed hereunder on the date and year first above written.

signed by the purchaser

Signed by order of and on behalf of Governor of the State of Rajasthan, Chairman district/sub Divisional Nazul Building Disposal Committee

District.

Witnesses:-

THE SCHEDULE HEREIN REFERRED TO
APPENDIX F/1

SALE DEED OF NAZUL BUILDING SOLD TO A PERSON WHO HAD BEEN OCCUPYING IT AS A TENANT.

This deed of sale was made on the __________ day of __________ between the Governor of the State of Rajasthan hereinafter called 'the Government' (which expression shall, where the context so admits, include his successors and permitted assigns) of the one part and Shri ______________ Son of ______________ Resident of ______________ hereinafter called 'the purchaser's next of kin, legal representatives, successors, administrators and assigns) of the other part.

Whereas the Government is the absolute owner of the Nazul building described in the schedule hereto, hereinafter referred to as 'the building' and has ordered its sale by public auction through the _________ Nazul Building Disposal Committee ________________ hereinafter referred to as 'the committee'.

And whereas at the public auction held by the Committee on behalf of the Government, the purchaser offered the highest bid of Rs. __________ for the building and has also deposited 10% of this sum at the time of auction with the officer conducting the sale and the same was approved by the Committee;

And whereas the purchaser had been a tenant of the building and has under rule 12 (2) of the Rajasthan Nazul buildings (Disposal by public auction) Rules, 1971 applied for permission to pay the remaining purchase money i.e. Rs. __________ together with interest @ 12% per annum in ______________ annual equated instalments and has executed an agreement in this behalf;

And whereas the Government has agreed to sell the said building on the condition that it shall remain mortaged by the purchaser with the Government For the balance of the said price together with interest as aforesaid, and the purchaser has agreed to abide by this condition.

NOW THIS DEED WITNESSES AS FOLLOWS :-

(1) In consideration of the price of Rs. ______________ out of which the sum of Rs. __________ has been paid by the purchaser to the Government as aforesaid and the rest of the sum of Rs. ______________ together with interest @ 12% p.a. to be paid by ______________ annually equated instalments in pursuance of the aforesaid agreement, the Government hereby transfers by way of sale to the purchaser all that property described in the Schedule, hereto, to hold the same to the purchaser as absolute owner;

(2) The purchaser hereby covenants with the Government as follows :-

(a) The purchaser will pay the remaining purchase money amounting to Rs. __________ together with interest @ 12% p.a. in ______________ annual equated instalments, the first instalment being payable after the expiry of one year from the date of acceptance of the offer by the committee.

(b) The purchaser shall forthwith mortgage the said building with the Government to secure the payment of the remaining purchase money together with interest.
(c) That on default of payment of any instalment the whole amount remaining due shall become payable forthwith and the tenant shall be liable to pay interest thereon at 12% p.a. up to date of actual realisation thereof and the Government shall further be entitled to enforce its rights against the property to be mortgaged.

(3) The Government hereby covenants with the purchaser as follows:

(a) The said building is free from encumbrances, charges, claims and liens except the aforesaid mortgage-debt in favour of the Government to the extent of Rs.__________ (being the unpaid purchase money) and interest @ 12% p.a. due hereunder.

(b) The said building shall be quietly entered into and upon and held and enjoyed and the rents and profits received therefrom by the purchaser without any interruption or disturbances by the vendor or any person claiming there or under him and without any lawful disturbances or interruption by any other persons whomsoever.

(c) The Government will at the cost of the person requiring the same execute and do every such assurance or thing necessary for further more perfectly assuring the said premises to the purchaser, his heirs of assigns as may reasonably be required.

(4) It is hereby agreed that the cost of stamps on and registration of this deed shall be borne by the purchaser.

IN WITNESS whereof the parties hereto have signed this deed on the date hereabove written.

signed by the purchaser

Signed by order of and on behalf
of Governor of the State of Rajasthan,
Chairman district/sub Divisional
Nazul Building Disposal Committee
District.

Witnesses:-

THE SCHEDULE HEREIN REferred TO
CONVEYANCN OF NAZOOL BUILDING PURCHASED BY
THE PURCHASER BY NEGOTIATION.

THIS DEED of sale is made this------------------------------day of year-----
--------------------------------------------------------------- between the Governor of the State of Rajasthan hereinafter referred as
'The Vendor' (which expression shall where the context so admits includes his successor
and permitted assigns) of the one part and Shri------------------S/o----------------------
resident of-------------------------------at present residing at-------------------------------
---------------------------------------------------------------hereinafter referred as 'The Purchaser' (which expression shall where the context so admits includes his heirs, executors, administrators and permitted assigns) of the other part.

WHEREAS

1. The Nazool shop bearing No________________________
described in the schedule hereto (hereinafter referred to as the 'said shop' vests in the state
of Rajasthan for the purpose of the Government of Rajasthan,

2. The said shop (excluding roof) has been put to sale to the purchaser by negotiations of Rs.............by the Apex Committee on behalf of the government of Rajasthan under the Rajasthan Nazool Building (Management and disposal) Rule, 1971 amended vide Govt.Novtification No-F.30(2)Cab/75 dt.3/2/77

3. The purchaser has deposited the full and entire price of the said property amounting to Rs.........into the Government Treasury at Jaipur to the credit of the Government.

NOW THIS DEED WITNESS As follows :

I. In pursuance of the said negotiated sale and in consideration of the Rs..............................................(In word) Rs........................................ .............Paid by the purchaser as aforesaid the receipt of which the vendor hereby acknowledges and the vendor hereby transfers the said shop wholly to the purchaser described in the schedule hereto hold the same the purchaser is absolute owner subject to the payment of such Government revenue, cession and taxes as may be assessed or imposed thereon.

II THE VENDOR hereby covenants with the purchaser as followes

I) The said shop is quietly entered into upon and hold and anjoyed and the rents and profits thereof by the purchaser without any interruption or disturbances by the vendor or any person claiming thereon under him and without any lawful diaturbanoe or interruption by any other person whomsoever.

II) The vendor will at the cost of the person requiring the same execute and to every such assurance or thing necessary for further more perfectly assuring the said shop to the purchaser his heirs or assigns as may reasonably be required.

III) The property hereby sold is free from encumbrances and it is hereby agreed between the parties hereto that all costs and expenses and incidental to the execution and registration of this deed shall be paybale by the purchaser.

IV) The purchaser hereby conveys with the Govt. to use the tin shed before the shop as permissible under the local laws (Municipal council jaipur and other department hereto for)

V) In witness whereof of this deed hereunder, on the day and year first above written signed by the purchaser and vendor.
Signed by the Vendor

Signed by purchaser
and on Behalf of the
Governor of the State of
Rajasthan.

Witness

1............................................

1............................................

2............................................

2............................................

THE SCHEDULE HEREIN REFERRED TO

Govt. shop No.________(Excluding roof)_______________having land area
______________Sq. Mtrs. of the following descriptions :

Boundaries of shop No.

Towards East :
Towards West :
Towards North :
Towards South :

Signed by the Vendee

Signed by the Vendor

Note:The site plan of the Govt. Shop............ is enclosed.
GOVERNMENT OF RAJASTHAN
General Administration (Gr.I)Deptt,
No.F.30(2)GA/II/75 Jaipur, May 27, 1987

To,
All Collectors.
Sub :- Disposal of Nazool Buildings/Properties.

Sir,

A point was raised by some of the members of the Apex Committee during its last meeting whether Apex Committee or District Nazool Properties Disposal Committees can dispose off or regularise through negotiations sale of properties in favour of such persons who have occupied such properties after 15.8.1947. The matter has been examined and it is clarified that Rule 10 does not cover sale or auction of properties in favour of such persons who have occupied such property after 15.8.1947.

It is further clarified that under Rule 10 of the said Rules procedure with regard to sale of Nazool Properties by sale/auction has been specified while Rule 19 has been framed to meet the situation where the property is not to be auctioned for one reason or other. Thus to enter into a negotiation with the tenant or the tresspasser is not covered under Rule 10 and rests only with Apex Committee under Rule 19.

Wherever action can not be taken under Rule 10 and action is desired under Section 19, Collector of the district is to send his recommendation to the Apex Committee for disposal of the property.

Yours faithfully

Special Secy, to Govt.

Copy forwarded to the following for information and necessary action :-
2. All XENs In Distts. (Buildings) Incharge, Nazool Properties.
3. Rent Recovery Officer, Chief ENgineer (Bldgs.) Office P.W.D. Rajasthan Jaipur.
4. Property officer, Chief Engineer (Bldgs.) Office, P.W.D. Rajasthan Jaipur in ref. to powers delegated to him under 4-pt. formula for all over the Rajasthan except Jaipur CIty,

Nazool Property Officer
ANNEXURE-E

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W Lk t 6½

fo KB ‘Hk u l fpo
ugla$; kos'kgj dschp fl$k gSo ev$y loku g$hjagur$kJfjr ugh fd; k t ko$; g dk$qh$; d le; o) dk$e ds$rgr dht los glur$kJ. kds l ek aevl$ksd i#rko i #r glasi j Lodfr gsoj Enk fok%g} hkvld$t k$hd; st ko$A
4 t lsut w l Ef$r; lafdj k skjadsc dse$g$dkfjdk k skjadskpkj. l wh$Qjeyso vi b$ dsh$Hkkl e; l e; ij f$; sx; stul$Z #r$ l $x$ gS yubijk fu; k$ukj cdk k$dfjk k$k itk $k$n ol w djrs gq or$ku ev$y redundant dsvubijk l e; c) dk$e dsrgr fodor fd; s t k$sdhdk zg$hdht ko$A
5 t lsut w l Ef$r; la$vrdije; la$dsdc seag$bul l Ef$r; la$$l$ vr$de. kl se$g djk$sdhik$ko dh$g$zh$dht ko$A$ vr$de; la$ds l$a$ke a; g Hh fu.$Z fy; k x; k g$fd; fn mudsdc$sd hut w l Ef$r i$svxj osd djukplg$r ksmudsi hzkki = i y$ djk nuds dclt$ glasdhfr$flk$ slw$Mk南阳 y w djrs q or$ku ev$y ledu ds vkl$ij$ dtr o 10 i f$r k $pk$tb zj w djrgq fu; k$ukj nd$g fodor dh$hdk$zh$hdht ko$A
6 t lsut w l Ef$r; ka$vui$kk$hh g$S$mod$kuw ledu djk$kt l$ij , d l e; c) dk$e dsrgr mud$h fu; k$ukjr [kgh utyleh dj$obz t ko$A
7 l loZfud fue$zkfok%g ut w l Ef$r; lads$yl$edu dsdk Zdle; fn l e; ij l Ef$r ughd$ik$jk gk$g$l$svu$; b$ll$; fi$kk$za o Hb$ dj fok%g} l c j$t kMj vko lk$n ut w l Ef$r; lads$yl$edu djk$st kusij fop$jk fd; kt ko$A

Hon$g
3 ½' k$t t B$½
for KB 'o' l $po
i$f$f y$ fi$ fu$ul$ur dsl pu$hZ oavko'; d dk$zh$h$g$e$g d k$g$S$1 1 le$ r l k$hp v$ko A
2 fun$kd j} Enkfolkzj lkt L$k u$; t j$A

g
m 'kk u l$po
2 ut w l EfR; ladsfodz@ultylehgsqfodz ejy@vljfr ejy fulfjr djus djcr-%

3 ut wy l EfR; jodz; huhykeh gks jodz;@uftylehhdsk zghrj;j; wlo jsdht loA

4 vulftyd dC aljalds Efke%
LEASE DEED
(For residential purpose)
(In case of Nazool Property sold by Negotiation)

THIS LEASE DEED made this------------------------day of ----------
two thousand and-------------------BETWEEN THE GOVERNOR OF
RAJASTHAN (hereinafter referred as "The Lessor") of the one part and
Mr./Mrs.------------------------S/OD/O/W/O----------------------resident of----
----------------at present residing at-----------------
------------------------------------------------------------------
------------------------------------------------------------------
------------------------------------------------------------------
------------------------------------------------------------------
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------------------------------------------------------------------
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------------ (hereinafter referred as "Lessee") (Which expression shall
where the context so admits, includes his heirs, executors, administrator
and permitted assigns) of the other part.

1. Whereas the Nazool Property bearing No. P. -------------in Chowkri------
--------------described in the schedule hereto (hereinafter referred to as the
Nazool property) vest in the State of Rajasthan

2. Whereas it is decided by the Apex Committee in meeting No-----------------
dated----------on behalf of the Government of Rajasthan to grant the
lease of the said Nazool property for 99 years to lessee on the terms and
conditions hereinafter appearing.

NOW THIS DEED WITNESS AS FOLLOWS :

(i) That the lessee has deposited the full and entire premium of the said
property amounting to Rs.----------------in Government Treasury at
Jaipur to the credit of Government.

(ii) That the lessor has agreed to let and the lessee has agreed to take on
lease the said Nazool Property for the period of 99 years from the date
of execution of this deed.

(iii) That the Lessee shall have to pay the urban assessment every year at
the rate of Rs. 2 per sq.ft. of total carpet area in the office of
Directorate of Estate which shall be paid upto 31st March of the year
in advance. If the urban assessment is not paid upto 31st March the
interest @ 12% shall be payable by the lessee.

(iv) That the lessee shall have to pay revised urban assessment as may be
revised by the state government after every 15 years (fifteen years)
from the date of execution of this deed.

(v) That the lessee shall not, without the previous consent in writing of the
lessor use or permit the use of demised property bearing No.----------
-----for any purpose other than residential that for which it is lease out.
(vi) That the lessee shall not, without the previous consent in writing of the lessor Local authorities/Municipality/Corporation, reconstruct or make addition or alteration in the demise property or any portion there of.

(vii) It is hereby agreed that the cost of stamps and registration of the lease deed shall be borne by the lessee.

(viii) That the lessee shall neither use nor permit any other person to use the property or any portion thereof other than the purpose specified in the lease deed without the prior permission of the lessor or the permission of any of its officer authorised for the purpose. The lessee shall abide by all the conditions laid down in the lease deed. If lessee commits any breach of conditions the lessor shall determine the lease and the lessor on determination of lease recover the possession of property without paying any compensation to the lessee.

(ix) All terms and conditions of rules which shall be framed in pursuance of 55th Apex Committee decision dated 29th September, 2002 shall be applicable on this lease deed also,

(x) Provided always and it is hereby agreed by the lessee that if it comes to light at any later date that lessee under the said lease deed was/were liable to pay any amount to the Government of Rajasthan (Lessor) under the lease deed but payment of which could not be made before or at the time of execution of the lease deed then for such amounts, the Government of Rajasthan will have the first charge over the said property.

IN WITHNESS WHEREOF the parties have put their respective hands the day and year first hereinafore written.

Signed by the lessee                             Signed by the Lessor
On behalf of the Governor of Rajasthan

WITNESS                                   WITNESS
1.                                            1.
2.                                            2.

THE SCHEDULE ABOVE REFERRED TO

(3) Nazool property bearing number P----------------------in Chowkri----

--------Jaipur, Rajasthan total area is --------------------------

Following description :
North
East
South
West

Signed by the Lessee  Signed by the Lessor

(Note: Site plan of the leased out Nazool property is enclosed)
LEASE DEED
(For commercial purpose)
(For case of Nazool Property sold by Negotiation)

THIS LEASE DEED made this------------------------day of.................... two thousand and ....................between the Governor of Rajasthan (hereinafter referred as "the Lessor") of the one part and Mr./Mrs. .....................................S/o D/O/W/O......................resident of......................at present residing at.................................................................

(hereinafter referred as "Lessee") (which expression shall where the context so admits, includes his heirs, executors, administrator and permitted assigns) of the other part.

1. Whereas the Nazool property bearing No. P......................in Chowkri

2. Whereas it is decided by the Apex Committee in meeting

NOW THIS DEED WITNESSES AS FOLLOWS:

(i) That the lessee has deposited the full and entire premium of the said property amounting to Rs.----------------in Government Treasury at Jaipur to the credit of Government.

(ii) That the lessor has agreed to let and the lessee has agreed to take on lease the said Nazool Property for the period of 99 years from the date of execution of this deed.

(iii) That the Lessee shall have to pay the urban assessment every year at the rate of Rs. 2 per sq. ft. of total carpet area in the office of Directorate of Estate, which shall be paid upto 31st March of the year in advance. If the urban assessment is not paid upto 31st March the interest @ 12% shall be payable by the lessee.

(iv) That the lessee shall have to pay revised urban assessment as may be revised by the state Government after every 15 years (fifteen years) from the date of execution of this deed.

(v) That the lessee shall not, without the previous consent in writing of the lessor use or permit the use of demised property bearing No-----------------for any purpose other than commercial that for which it is lease out.
(vi) That the lessee shall not, without the previous consent in writing of the lessor, Local authorities/Municipality/Corporation, reconstruct or make addition or alteration in the demised property or any portion thereof.

(vii) It is hereby agreed that the cost of stamps and registration of this lease deed shall be borne by the lessee.

(viii) That the lessee shall neither use nor permit any other person to use the property or any portion thereof other than the purpose specified in the lease deed without the prior permission of the lessor or the permission of any of its officer authorised for the purpose. The lessee shall abide by all the conditions laid down in the lease deed. If lessee commits any breach of conditions lessor shall determine the lease and the lessor on determination of lease recover the possession of property without paying any compensation to the lessee.

(ix) All terms and conditions of rules which shall be framed in pursuance of 55th Apex Committee decision dated 29th September, 2002 shall be applicable on this lease deed also.

(x) Provided always and it is hereby agreed by the lessee that if it comes to light at any later date that lessee under the said lease deed was/were liable to pay any amount to the Government of Rajasthan (Lessor) under the lease deed but payment of which could not be made before or at the time of execution of the lease deed than for such amounts, the Government of Rajasthan will have the first charge over the said property.

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

Signed by the Lessee
Signed by the Lessor
on behalf of the Governor of Rajasthan

WITNESS WITNESS
1. 1.
2. 2.

THE SCHEDULE ABOVE REFERRED TO

(3) Nazool property bearing number p..............................in
Chowkri..............Jaipur, Rajasthan total area is.................

Following description:
North
East
South
West

Signed by the Lessee
Signed by the Lessor

(Note : Site plan of the leased out Nazool property is enclosed)
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vl kliłck

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3-foFkl/dkjk'lt u mí l fok for 3O; ¼52½/fohA

4-vfRfDr Ejc; vllkk kufo-t; ijt klt; ija

5-'lk u mí l fok, ce m o fursd l EnkfoHx t; ija n l fok vi do shjdrks/lkjk o drO v ¼2½ h3A ; Ftók jgàA


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