

# **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 nazul 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 five 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 office 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 shall 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, it 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 case 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 level, hereinafter called Apex Committee consisting of the following officers namely :-

1. Special secretary finance	Chairman
2. Addl. Chief Engineer P.W.D. (Bldgs)	Member
3. Special Secretary, G.A.D.	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 connection the Apex Committee shall take decision and set upon in accordance 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 deem 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 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.

**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.**



**GOVERNMENT OF RAJASTHAN  
(CABINAT SECRETARIAT)**

No. F-30(2) Cab /75

Dated 3.2.1977

**Notification**

The State Government hereby makes following amendments in the Rajasthan Nazool Buildings (Disposal by public Auction) Rules 1971, Namely:-

**Amendments**

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 NAZOOZ PROPERTIES**

<u>Nature of occupation</u>	<u>Property to be sold</u>	<u>Property to be retained</u>
1. With State Govt. Department	Through auction, providing alternative accommodation.	
2. with Municipalities Urban Improvement Trusts Panchayat Samities Panchayat and the central Government.	Through negotiation at current market value worked out by the P.W.D.	Rent to be revised, if necessary.
3. With tenants.	<p>(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,</p> <p>(ii) Through auction, if (i) is not acceptable with arrears of rent added, if any.</p>	<p>(i) Rent is suitable and is being paid regularly. No auction.</p> <p>(ii) Rent is low though being paid regulary, rent may be enhanced and, if not agreeable eviction.</p> <p>(iii) Rent is low and also not being paid regulary recover, enhance/ and evict, if not agreeable. With regard to (ii) and (iii) above, the procedure to be followed will be as follows:-</p> <p>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.</p> <p>II If the party is willing to pay enhanced</p>

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 Trespassers

(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

1	2	3	4	5
S. No	Particulars of Nazul Building and the name by which hitherto been known .	Plinth Area of the building	Nos. of storeys and Area of built portion in each Storey	Area of Open land appurtenant to the building
	6	7	8	9
	Dimensions and total area including open land	Year of construction of the building	Estimated market value of the whole building including open land appurtenant there to	Whether unserviceable, uneconomic or surplus
	10	11	12	13
	Whether the building any portion let out to any tenant or tenants if so name of such persons	Date of decision taken by the Committee for its disposal for its disposal	Date of submission of proposal to Govt.(in the case of S.D.O. to the District Committee	Date of Govt. sanction and no.
	14	15	16	17
	Reserved price fixed by the govt.	Attestation by chairman with date	Name of Officer appointed to conduct the sale by public auction.	Date Of Issue of proclamation of sale the time & date fixed for auction sale
	18	19	20	21
	Name of member authorised to supervise the sale	Date of submission of report by officer & conducting the sale & amount deposited	Name of the purchaser and price which the property knocked down	Date of acceptance of the Officer by the Committee
	22	23	24	25
	Date of approval of the district committee (in the case of auction by sub divisional committee)	No. and date of the notice issued to the purchaser intimating acceptance of the bid.	Attestation by Chairman with date	Date of deposit of full purchase money (No.& date of Challan with amount.
	26	27	28	29
	Date of submission of agreement by tenant purchaser to pay purchase money in instalments..	Rejection of offer by Govt. if any(State No. & Date of order.	Date of order confirming the sale	Date of Mortgage deed executed by a tenant purchaser
	30	31	32	33
	Date of issue of sale certificate	Date of Delivery and possession to purchaser	Attestation by Chairman	

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fuozu l febr]

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 Pubic Auction)  
Rules 1971

Sir,

I have the honour to inform you that the Nazool Bulding popularly known as-----and located at-----was put to auction on -----  
-----This property was approved 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 statemant submitted by the Execitive/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 NAZOOOL BUILDING OCCUPYING THE SAME AS A  
TENANT THEREOF.

THIS AGREEMENT made on -----day of-----  
19 BETWEEN the Government of the State of Rajasthan hereinafer 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, includes 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 offered to purchase the building at the  
price of Rs.-----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 aforosaid notice of approval and desires to pay the remining  
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 heraby 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 here inafter 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 :-

Amount of Instalment	Due date of payment
(1)----- -----	----- -----
(2)----- -----	----- -----
(3)----- -----	----- -----

(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 upto 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 purchascr as follows :-

(i) The said building shall be quietly entered into and Upon and hold and anjoyed and the rents and profits rceived 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/Divisiona1 Nazul

Building

Disposal Committee

witnessas :-

-----

District  
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 :-

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 ----  
-----at present residing at-----hereinafter referred to  
as the mortgagee (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 mortgages (which ex pression  
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 the public  
auction)Rules 1971 through the District/Sub-Divisional Nazul Buildings Disosal  
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 immediatly 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 committe 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-----anual equated  
installments and the mortgage 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 inetalments 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 agrement 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 heroeinbefore contained.

In puracance of the atoresaid agreement and in considera tion of the  
sum of Rs.-----due as a foresaid and payable by the mortgage in the manner  
hereinbefore state the mortgagor hereby covenents 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 :-

Instalments	Due date for payment
(i)-----	-----
(ii)-----	-----
(iii)-----	-----

(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 so 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 here under 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.-----

1.-----

2.-----

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 covenants with the purchaser as follows :-

(i) 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.

(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:-

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 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  
heirs, 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 throught 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 mortgaged by the purchaser with the Government For  
the blance 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 purchahaser 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. upto 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 or 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:-

Witnesses:-

THE SCHEDULE HEREIN REFERRED TO

**CONVEYANCE OF NAZOO 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. Notification 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, cess and taxes as may be assessed or imposed thereon.

**II THE VENDOR hereby covenants with the purchaser as follows**

- I) The said shop is quietly entered into upon and hold and enjoyed 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 disturbance 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 payable by the purchaser.
- IV) The purchaser hereby covenants 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 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

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 trespasser 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 :-

1. Chief Engineer, (Buildings), P.W.D. Raj., Jaipur.
2. All XENs In Distts. (Buildings) Incharge, Nazool Properties.
3. Rent Recovery Officer, Chief ENgineer (Bldgs.) Office P.W.D. Rajasthan Japur.
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

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- 6- I eLr dyDVjA
- 7- I Ei fRr vf/kdkjh] I koZt fud fuekZk foHkx] t; ij A
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- 9- I Ei fRr vf/kdkjh] jktLFkku I jdkj chdkuj gkml ] ubZ fnYyhA
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- 1- ftyk dyDVj v/; {k
- 2- I fpo] t; ij fodkl ikf/kdj.k I nL;
- 3- I EcfU/kr vf/k' kk"kh vfHk; Urk] I k-fu-foHkkx I nL;
- 4- dkskkf/kdkjh t; ij I nL;
- 5- rgl hynkj t; ij I nL;
- 6- I Eink funskd I nL; I fpo

**t; ij dsvfRjDr vU; ftyk e[; ky; kdsfy; s**

- 1- ftyk dyDVj v/; {k
- 2- I fpo] ; wkbZVh I nL;
- 3- izkkl d@vk; qR] e[ukfI iy deVh I nL;
- 4- dkskkf/kdkjh I nL;
- 5- rgl hynkj I nL;
- 6- vf/k' kk"kh vfHk; Urk] I k-fu-foHkkx I nL; I fpo

; s I febr; ka I EcfU/kr {ks=ka ea fLFkr utiy Hkouka ds Hkrie nj fu/kkZjr djrs  
 I e; fuEu fclny/ks adks /; ku eaj [kacth %&

- 1- tsVh, -@E; fufl iy@uxj fodkl U; kl }kjk fudVre {ks= ea tks Hkrie  
 fodz dh xbz gS dk eW; A
- 2- rgl hynkj@jftLVkj }kjk iath; u grqmDr I Ei fRr dk eW; kdu fd; k  
 tkrk gS ml dh Hkrie njA
- 3- I EcfU/kr {ks= ea tks I Ei fRr; ka fodz ij jftLVkj ds; gka jftLVh dh xbz  
 gS ml dh Hkrie njA
- 4- vU; rF; tks Hkrie dh cktkj nj fu/kkZjr djus grqdeVh tks mfpr I e>}  
 iz kx dja

I febr dh dy I nL; I [; k ds vk/ks I nL; ka dh mi fLFkr dkje  
 gksus ds fy; s vko'; d gkschA bu I febr; ka dk izkkl fud foHkkx I Eink foHkkx  
 gkschA

vkkk I }

g-

'kkl u mi I fpo

ifrifyi fuEufyf[kr dks I pukfZ , oa vko'; d dk; bkgH grqi f"kr gS %&

- 1- I fpo] jkt; iky@e[; ea-h] jktLFkku] t; ijA



- 2- I eLr I nL; ¼ i z kkl fud foHkkx] I Eink foHkkx dsek/; e I ½
- 3- futh I fpo] e[; I fpo] jktLFkku] t; i g A
- 4- futh I fpo] foRr I fpo@I koZtfud fuekZk foHkkxA
- 5- funskd] I uk ,oa tu I Ei dZ foHkkx] jktLFkku] t; i g a
- 6- funskd] I Eink foHkkx] jktLFkku] t; i g A
- 7- futh I gk; d] fof'k"B 'kkl u I fpo] I keU; i z kkl u foHkkx] t; i g A
- 8- futh I gk; d] e[; vfhk; Urk] I koZtfud fuekZk foHkkx] t; i g A
- 9- jf{kr i=koyhA

g-  
vutkkxkf/kdkjh

uk%& Hkfok"; eamDr I fefr; ka I s I EcfU/kr I eLr i=&0; ogkj di ; k I Eink  
foHkkx I sgh djA

**jktLFku I jdkj**  
**I keU; izkl u 1/4 E ink1/2foHkx**

dekad , Q 1/15 1/2 I ki@I @94

t ; ij] fnukad 15-2-95

I eLr ftyk dyDVI Z

fo"k; %& Hkkjrh; Mkd rkj foHkx ds mi ; ksx@v/khu pyh vk jgh  
uty I Ei fRr; ka dk fuLrkj .kA

egkn; ]

mijkDr fo"k; eaed[; ikLV ekLVj tujy] fl foy] t ; ij us v-'kk-  
i=kad d&Hkou@4@427@ihMcyMh@1/11 1/2 fnukad 5-4-94 ds }kjk foHkx dh  
tkudkjh ea yk; k x; k gSfd foHkxh; vkn'sk I [; k , Q- 7/20 1/4 ki@I @61 fnukad  
23-10-63 ds }kjk tkjh vkn'sk ka dh ikyukFKZ tks uty I Ei fRr; ka I fio/kku ykxw gksus  
ds iWZ I s gh Mkdrkj foHkx ds v/khu pyh vk jgh gS os I fio/kku ds vuqNn 295  
ds rgr mUgh ea fufgr I e>h tkosch] ds vuq i muds }kjk foHkx ds v/khu pyh  
vk jgh uty I Ei fRr; ka dks muds vHkh rd Hkh ugh I ks h xbZ gA

vr% vki I s fuonu gS fd foHkxh; vkn'sk fnukad 13-10-93 ds rgr  
dk; bkgh djus I s iWZ fueukadr rF; ka dh tkudkjh iwZ : isk vius Lrj I s djus  
ds i'pkr gh Hkkjrh; Mkd rkj foHkx ds mi ; ksx@dk; Z ea vkuh okyh uty  
I Ei fRr; ka dks I ks us dh dk; bkgh dh tkoA

- 1- tks uty I Ei fRr; k; I fio/kku ykxw gksus ds iWZ I s gh Mkdrkj foHkx ds  
v/khu gS rFk or'eku ea Hkh mUgh ds v/khu gS muds gh Mkdrkj foHkx dks  
I ks h tkoA
- 2- tks uty I Ei fRr; k; I fio/kku ykxw gksus ds iWZ I s gh Mkdrkj foHkx ds ikl  
gS vks os fdjk; sij nh gpZ gS muds I EcfU/kr foHkx dks I ks us I s iWZ iwZ  
fdjk; k jkf'k ol y djyh tkoA
- 3- tks uty I Ei fRr; k; uty jftLVj ea ntZ rFk I fio/kku ykxw gksus I s iWZ  
I s gh Mkdrkj foHkx ds fujUrj d'ets ea mUgh dks gh Mkdrkj foHkx dks  
I ks h tkoA
- 4- tks uty I Ei fRr; k; Mkdrkj foHkx ds ikl rks gS yfdu fooknkxLr gS  
mudks ugha I ks h tk; A
- 5- ftu uty I Ei fRr; k; ij fd I h izkj dk fookn ugha gS rFk I fio/kku ykxw  
gksus ds igys I s gh Mkdrkj foHkx ds v/khu gS muds vfoyeC Mkdrkj  
foHkx dks I ks nh tkoA

di ; k mijkDrkuq kj dk; bkgh dj foHkx dks I fpr djA

Hkonh;

g-

1/2 kd's k JhokLro 1/2  
fof'k"B 'kkl u I fpo

jktLFkku I jdkj  
I kekk; i z kkl u ¼ E ink½ foHkkx  
dekk , Q 1¼19½ I ki@I @94 t; i g] fnukk 5-8-95

**%vknšk %**

I kekk; foRrh; , oa ys[kk fu; e 325 ¼1½ ds vLrxr jkt dh; foHkkxka  
ds dk; Z mi; kx ea vkus okyh utw I EifRr; ka dks mlgha jkt dh; foHkkxka dks  
fu'k d gLrkullfjr djus dk iko/kku gA

vr%bu fu; eka ds vLrxr ftyk dyDVI Z dks muds vf/kdkj {ks= ea  
vkus okyh utw I EifRr; ka dks tks jkt dh; foHkkxka ds dk; Z mi; kx ea vk jgh gS  
mlgh foHkkxka dks fu'k d gLrkullfjr djus gsrq fuEukkdr 'krka ij vf/kdr djrh  
gA

- 1- tks utw I EifRr; ka ftu foHkkxka ds dk; Z mi; kx ea ykbz tk jgh gS og  
foHkkx gLrkullfjr dh tkus okyh utw I EifRr; ka ds j[k j[kko ij vius  
ctV I s [kpkz ogu djsA
- 2- utw I EifRr; ka ftl dk; Z mi; kx ea ykbz tk jgh gS ml h dk; Z mi; kx ea  
ykbz tkoxhA

; g Lohdr foRr ¼th, Q-, .M , - vkj½ foHkkx dh I gefr I d; k vkbz  
Mh 488 fnukk 31-7-95 I sikr dj tkjh dh tkrh gA

g-

¼jkdšk JhokLro½  
fof'k"B 'kkl u I fpo

ifrfyfi fuEukkdr dks I pukFkz , oa vko' ; d dk; bkgh gsrq if'kr %

- 1- I eLr I Hkkxh; vk; D rA
- 2- I eLr ftyk dyDVI A
- 3- e[; vfHk; Urk] I koZtfud fuekZk foHkkx] jktLFkku t; i gA
- 4- funškd] I E ink foHkkx] jktLFkku t; i gA]
- 5- foRr ¼th, Q-, .M , -vkj-½ foHkkxA
- 6- ys[kkf/kdkjh] I kekk; i z kkl u ¼xj & 4½ foHkkxA
- 7- jf{kr i=koyhA

g-

fof'k"B 'kkl u I fpo

# jktLFkku jkt&i=

fo'kskkad

I kf/kdkj i zdkf'kr

dkfrzd 10] 'kfuokj 'kkds 1919& uoEcj 1] 1997

Hkkx 4¼x½

mi & [k.M ¼½

jkt; I jdkj rFkk vU; jkt; ikf/kdkfj; ka }kjk tkjh fd; sx; s¼ kekl; vkns kka mi  
fof/k; ka vkfn dks I fEefyr djrs gq ½ I kekl; dkunh fu; eA

I kekl; izkkl u ¼ Ei nk½ foHkkx

vf/kl puk

t; ij] fnl Ecj 7]1996

jkt; I jdkj jktLFkku utw Hkou ¼ykd uhyke }kjk 0; ; u½ fu; e] 1971 ea  
buds }kjk fuEufyf[kr I akksku djrh g\$ vFkkzr %&

## I akksku

th, I vkj- 245 %& mDr fu; e dsfu; e 2 ds mi fu; e ¼½ ds ijUrpd ds  
i'pkr fuEufyf[kr f}rh; ijUrpd ifr LFkfkfkr fd; k tk; sk vFkkzr-%&

^c'krz , d h utw I EifrR; ka tks fd i; Mu foHkkx }kjk i; Mu fodkl ds  
egRo grqp; fur dh xbz g\$ mudks i; Mu foHkkx@ jktLFkku i; Mu fodkl fuxe  
ds fy; s fuLrkj.k ij nh tk; sh rFkk bu I EifrR; ka dh fuykeh@cpku vFkok  
vo¼u i; Mu foHkkx] jktLFkku i; Mu fodkl fuxe] foRRk foHkkx jktLFkku I jdkj  
I svuekfnr fu; eka ds rgr dj I dsxA bl izdkj ds izdj.kka I sikr I elr vk;  
es I s i; Mu foHkkx@jktLFkku i; Mu fodkl fuxe] 15 ifr'kr izkkl fud 'kyd  
dkV dj 'ksk jkf'k jkt; I jdkj dsfu/kkzjr en ea tek djok, xkA^

[I d; k , Q- 1¼½ I k@i@I @94]

vkKk I s

v'kkd t\$

fof'k"V 'kkl u I fpoA

# jktLFkku I jdkj

I kekU; iz kkl u ¼ Eink½ foHkkx

dekad , Q 1¼¼ ki@l @95

t; ij fnukad 19-1-1998

## id fokflr

jktLFkku ea fLFkr utwy I EifrRr; ka ds fuLrkj.k grq jkT; I jdkj }kjk xBr viDI deVh us bu I EifrRr; ka ea jg jgs yksks dh I fo/kk grq o bu I EifrRr; ka ds fuLrkj.k ds I æak ea tkgj dh xbz dfBukbz; ka dk fujkdj.k fd; s tkus grqdN egRo iwKz fu.kz fy; sgã tks fuEukud kj gS%&

- 1- jkT; I jdkj }kjk utwy Hkouka o Nrks ds fodz, grq fodz i= tkjh gksus ds 15 fnu ea vxj drk 25 ifr'kr jkf'k tek dj dj vuçak i= gLrk{kfjr djrs gq fodz i= tkjh gksus ds fnukad I s 90 fnol ea 'kSk 75 ifr'kr jkf'k Hkh nl fdLrka dh ctk; , d eqr tek dj nrk gS rks drk dks ml cdk; k 75 ifr'kr jkf'k ij foHkkx }kjk 10 ifr'kr dh NW nh tkoxh , oa fodz jkf'k ij 90 fnu dh vof/k dk dkbZ C; kt Hkh ugh fy; k tk; skA
- 2- fu/kkZjr cdk; k fdjk; s dh vo'kSk jkf'k dks , d eqr Hkoarku ds LFkku ij 4 =æfI d fdLrka ea pçk; k tk I drk gS yfdu mDr ij 12 ifr'kr I k/kkj.k C; kt ns gksk C; kt dh jkf'k ij C; kt ns ugh gkskA
- 3- utwy I EifrRr; ka ds eW; kadu dk Qkjeyk tks iwZ I s pyk vk jgk Fkk ml ij i% fopkj dj ; g fu.kz fy; k x; k gSfd fufeZr Hkou dk eW; kadu rls I æa/kr LVSMak vkMj ds vuq kj iwZr% fd; k tkrk jgskj yfdu Hkrie {ks= dk eW; kadu ftyk dyDVj dh v/; {krk ea xBr deVh }kjk fu/kkZjr orëku Hkrie njka ds vuq kj gh eW; kadu jkf'k fudkyh tkdj fufeZr {ks= ds eW; kadu ea tkMh tkdj fodz eW; fu/kkZjr fd; k tkoxkA
- 4- utwy Hkouka ea jg jgs 0; fDr; ka ds fo: ) cn[kyh grq foHkku U; k; ky; ka ea epnea py jga gS vFkok cn[kyh ds vksk ds fo: ) dCtk/kkfj; ka dh vihy tjdj gS , s ds st dks dEikmUM fd; s tkus ij VsuDI h VFEkZusku dh fnukad I s 18 ifr'kr pçrhz C; kt ol wy fd; s tkus dk iko/kku] Fkk ftl ij viDI deVh us i% fopkj dj fu.kz fy; k gSfd] , s ds st ea Hkh cdk; k fdjk; s dh jkf'k ij 12 ifr'kr I k/kkj.k C; kt gh ol wy fd; k tkoxkA
- 5- LoRo ; k Hkrienkjka ; k LiSI d ij Qkjedl ds I æak ea U; k; ky; ka ea yfEcr idj.kka ea I fpr fdjk; s ij 12 ifr'kr I k/kkj.k C; kt gh ol wy fd; k tk; skA
- 6- dCtk/kkfj; ka }kjk cdk; k fdjk; k i/s tek djkbz tk jgh jkf'k dks vxj C; kt curk gS rks 50 ifr'kr rd C; kt i/s rFkk 'kSk jkf'k dks eny fdjk; k i/s tek fd; k atkoskA

vr% utwy I EifrRr; ka ea fuokl dj jgs 0; fDr; ka dks I fpr fd; k tkrk gS fd bu fu; eka dk Ie; ij ykHk mBkus grq t; ij 'kgj ds fy; s funskd I Eink foHkkx] t; ij rFkk t; ij 'kgj ds ckj ds idj.kka ea I æa/kr ftyk dyDVl Z dk; k; ea vkonu i= iLrq dja rkfd rnuq kj vfxæ dk; bkg h vey ea ykbz tk I dA

jktLFkku I jdkj  
I keku; izkkl u ¼ Einnk½ foHkkx  
dekad , Q 1¼½ I ki@I @95 t; ij] fnukad 21-11-97

I eLr ftyk dyðVI I

fo"K; % utwy I EifrR; ka dk I e; c) rjhds I sfulRkj.k dj  
jktLo ikflr grq  
egkn; ]

mijkDr fo"K; ea funz kkuq kj ysk gs fd ftyk dyðVI I dh  
fnukad 13]14-11-97 dks vk; kstr cBd ea utwy I EifrR; ka ds fulRkj.k  
grq I e; c) dk; ðe cukdj mudk fulRkj.k I s jktLo dh ikflr grq  
fuEukidr fu.kz fy; sx; sgS%

- 1- utwy I EifrR; ka tks jkT; I jdkj ds foHkkxka ds mi ; kx ea vk jgh gs  
mudks mlgha foHkkxka dks vfoyc LFkkurfrjr dj fn; k tkos rFkk , d  
i [kokM+ea bl dh ikyuk iLr dh tkoA
- 2- tks utwy I EifrR; ka dlnh; I jdkj ds dk; ky; ka ds mi ; kx ea vk jgh  
gs buea , dh utwy I EifrR; ka Hkh gs tks I fo/kku ykxw gkus ds i wZ I s gh  
Mkd rkj foHkkx ds v/khu pyh vk jgh gs os I fo/kku ds vuPNn 295  
ds rgr mlgh foHkkxka ea fufgr I ke>h tkosxA bl grq foHkkxh; vknk  
I d; k, Q7¼20½ I ki@I @91 fnukad 13-10-92 ds vuq kj vfoyc  
dk; ðkgh dh tkoA tks I EifrR; ka I fo/kku ykxw gkus ds ckn I s dlnh;  
I jdkj dh foHkku , stBU I ; ka ds dCts ea mi ; kx ea pyh vk jgh gs mu  
I EifrR; ka dks mlgh , stBU I ; ka ds I kFk fuxkfi 'k; u dj dher dk  
fu/kkj.k djrs gq fu/kkzjr dher iklr gkus ij mlga fodz dj fn; k  
tkoA
- 3- tks utwy I EifrR; ka Lok; r'kkl h I LFkkvka ds dCts ea gs muea I s , dh  
utwy I EifrR; ka Hkh gs tks mu I LFkkvka ds vius u; s Hkou cukus ds  
dkj.k muds mi ; kx ea ugh vk jgh gs , dh I EifrR; ka dks jktdh; dCts  
ea fy; k tkoA ftu utwy I EifrR; ka ds LoRo ds I ædk ea fookn gs rFkk  
Lok; r'kkl h I LFkk; a viuk LoRo crkrh gs mu ekeyka dk ijh{k.k dj  
foHkkx dks fvli .kh fhktokbz tkoA 'kSk utwy I EifrR; ka tks Lok; r 'kkl h  
I LFkkvka ds dCts ea gs rFkk mu I EifrR; ka dks os j [kuk pkgrh gs rks  
mudh I gefr iklr I gefr vuq kj mlgs fu'kyd glrkurfrjr djnh tkoš  
ijUrq , dh utwy I EifrR; k; ftudh Lok; r'kkl h I LFkkvka dks vko' ; drk

ugha gš ; k os 'kgj ds chp fLFkr gš o eW; koku gšmluga gLrkUrfjr ugh  
fd; k tkoA ; g dk; bkgh , d l e; o) dk; bde ds rgr dh tkos  
gLrkUrfj.k ds l eak ea vki ds iLrko iklr gkus ij Lohdfr gsrq l E ink  
foHkkx }kjk vkns k tkjh fd; s tkosA

4- tks utw l E i fRr; ka fdjk; nkjka ds dCts ea gš dks fdjk; nkjka dks pkj  
l w h Qkjeyso viDI deyh }kjk l e; l e; ij fy; s x; s fu.kz ¼i fr  
l ayXu gš vuq kj fu; ekuq kj cdk; k fdjk; kj C; kt vkfn ol w djrs  
gq orëku eW; kadu ds vuq kj l e; c) dk; bde ds rgr fodz fd; s  
tkus dh dk; bkgh dh tkoA

5- tks utw l E i fRr; ka vfrdfe; ka ds dCts ea gš bu l E i fRr; ka dks  
vfrdfe.k l s eDr djkus dh iHkkoh dk; bkgh dh tkoA vfrdfe; ka ds  
l eak ea ; g Hkh fu.kz fy; k x; k gš fd ; fn muds dCts dh utw  
l E i fRr dks vxj os dz djuk pks rks muds i k f k z u k i = i klr dj muds  
dkcht gkus dh frfk l s LVMMZ j b V ol w djrs gq orëku eW; kadu ds  
vk/kj ij dher o 10 ifr'kr l jpkTkZ ol w djrs gq fu; ekuq kj mlgs  
fodz dh dk; bkgh dh tkoA

6- tks utw l E i fRr; ka vuqk; kxh gš mudk eW; kadu djok; k tkdj , d  
l e; c) dk; bde ds rgr mudh fu; ekuq kj [kyh uhykeh djokbz  
tkoA

7- l koZtfud fuekZk foHkkx utw l E i fRr; ka ds eW; kadu ds dk; Z dks ; fn  
l e; ij l E i l u ugh dj ik jgk gš rks vU; , st b l ht ; Fk Hkfe o Hkou  
dj foHkkx] l c jftLVkj vkfn l s Hkh utw l E i fRr; ka ds eW; kadu  
djok; s tkus ij fopkj fd; k tkoA

Hkonh;

g-

¼v'kkd t s ½

fof'k"B 'kkl u l fpo

ifrfyfi fuEukdr dks l p uk f k z , oa vko' ; d dk; bkgh gsrq i f'kr gš

1- l eLr l Hkkxh; vk; DrA

2- funskd] l E ink foHkkx] jktLFkku] t; ijA

g-

mi 'kkl u l fpo

# jktLFku I jdkj

## I kkl; izkl u ¼ Eink½foHkx

dakd , Q 1@4@I ki@I @95

fnukd 13-4-98

### vf/kl puk

mDr fu; eka dsfu; e 2 dsmi I ákksku fu; e ¼¼ dsLFku ij  
 fuEufyf[kr ifrLFkfi r fd;k tk; xkj vFkkZr %&  
 ¼¼ fdl h Hkh utw Hkou ; k ml ds fdl h Hkx dk fodz ; k uhyke jkT;  
 I jdkj dh iwZ eatjyh dsfcuk ugh fy; k tkoskj i jUrq tc utw Hkou ; k  
 ml ds fdl h Hkx dk I koZtfud fuekZk foHkx }kjk ; Fkk fu/kkZjr vkjf{kr  
 ew; nl yk[k : i ; s l s de gks rks dyDVj , d s Hkou ; k ml ds fdl h Hkx  
 dk fodz ; k uhykeh I jdkj dh iwZ eatjyh dsfcuk dj I dsxA

jkT; i ky ds vknSk I s

g-

¼¼'kkd t¼¼

'kkI u I fpo

i frfyfi fuEufidR dks I pukFkZ , oa vko' ; d dk; bkgH gsrq i f'kr g&&

- 1- 'kkI u I fpo] foRr foHkxA
- 2- I eLr I EHkxh; vk; Ør] jktLFkkuA
- 3- I fpo] I koZtfud fuekZk foHkxA
- 4- I eLr ftyk dyDV I A
- 5- eq; vfhk; Urkj I k-fu-foHkx di ; k bl ifji = dks I eLr I EcfU/kr vf/k'kk"kh  
 vfhk; Urkvka dks /; ku I s l e > k tkoA
- 6- funSkd I Eink foHkxA
- 7- v/kh[kd] jkT; dñh; eqz kky; ] t; ij dks vkxkeh izdkf'kr gks okys  
 jkti = ea izdkf'kr djokus gsrA
- 8- xkMZ QkbZyA

mi 'kkI u I fpo



jktLFkku I jdkj

I kekl; iz kkl u ¼ E ink½ foHkkx

dekl , Q 1¼4¼ ki@I @2002

t; ij] fnukl 8 -5-03

i f'kr

I elr ftyk dyDVl A

fo" k; %& utwy I EifRr; ka dk fuLrkj.k ckrA

egkn; ]

mijkDr fo" k; eafunðkkuð kj ysk gsfid utwy I EifRr; ka ds 'kh?kz

fuLrkj.k grqfuEukidr fu.kz fy; sx; sgS%&

1- utwy I EifRr dCtMjh }kjk ugh [kjmusch voLFk ea utwy I EifRr tgk gSt\$ h  
gS dsvk/kj ij I hYM Vsmj dsvuð kj uhykeh I sl EcfUkr I eL; kvæds  
fujkdj.k ckr~%&

¼½ fjtoz ikbl fuf'pr~ djrs I e; dty utwy Hkfe dk eW; ftyk dyDVj dh  
v/; {krk ea xfBr I fefr }kjk r; njka ds vk/kkj ij rFkk fufeZ Hkou dk eW; ka du  
I koZfud fuezk foHkkx ds LVs. Max vkMj ds vuð kj x.kuk dj fu/kkZjr fd; k  
tkoA bl h ds vk/kkj ij I hYM Vsmj fodz; grq vkef=r fd; s tkoA bl fjtoz  
ikbl ij utwy I EifRr ea jg jgs fdjk; nkj@vfrdfe; ka }kjk cdk; k fdjk; k , oa  
ml ij C; kt dh jkf'k dks fjtoz ikbl eaugh tkMk tko\$ cfYd ml dh ol nyh ckr  
I E ink U; k; ky; }kjk fu; ekuð kj fu.kz fy; k tkos vkj fu.kz ds i'pkr ih-Mh-vkj  
, DV ds rgr fdjk; nkj@vfrdfe; ka I sol nyh tkoA

¼½ ; fn utwy I EifRr ij , d I svf/kd fdjk; nkj@vfrdfe; jg jgs gS , oa og I EifRr  
dks dz djus ds bPNð gS rks mlgs 30 fnu dk I e; ] ukVI tkjh djus dh frfFk I s  
fn; k tkoA ; fn utwy I EifRr ij , d I svf/kd fdjk; nkj@vfrdfe; jg jgs gS , oa  
muea I s dN 0; fDr I EifRr dks dz djuk pkgrs gS vkj dN 0; fDr I EifRr dks  
ugha [kjhnuk pkgr} rks , dh fLFkr ea utwy I EifRr dks fodz; ugha fd; k tko\$  
D; kfd I EifRr dk dN Hkkx cp nus dh fLFkr ea I EifRr ds 'kSk Hkkx dh mfpr  
dher ikr djuk vl EHko gks tk; skA , dh fLFkr ea I EifRr dh fjtoz ikbl  
fuf'pr dj yht ds vk/kkj ij I hYM Vsmj }kjk fu; ekuð kj fodz; djus dh  
dk; bkgh dh tkoA

**2- utw I Eifr; ka ds fodz @uhykeh grq fodz eW; @vkjflr eW; fu/Wjr djus clcr~%**

¼½ I koztud fuekz k foHkx ds ipfyr LV\$.Max vkmZ ds vuq kj fufeH Hkou ds eW; ka du dh x.kuk rdudh 'kk[kk ds }kjk dh tkdj jsV fu/Wjr fd; k tkoA  
¼½ fclnq I [; k 1 ds vuq kj jsV dh tks x.kuk dh xbZ gS ml s 200 I s xqkk fd; k tkoA  
¼½ fclnq I [; k 2 fd vuq kj jsV dks 200 I s xqkk djus ij tks jkf'k ikr gks ml ea utw dh Hkie d dher utw njka ds vuq kj x.kuk dj tkM+nh tkoA

mDr ifdz k I s tks fodz eW; ikr gk\$ ml ds vuq kj utw I Eifr 99 o"K dh yht ds vk/kj ij fodz @uhykeh dh dk; bkgH rjUr iHko I s dh tkoA  
mijDr Qkjnyk utw I Eifr ds fdjk; s dh x.kuk ij ykxw ugh gkskA  
fdjk; s dh x.kuk I koztud fuekz k foHkx ds eH; wy ds vuq kj gh dh tkosxA

**3- utw Hie ij vuf/ldr fuekz dh n'lk ea vuf/ldr fuekz ds Hx dk eW; ka du dj fodz eW; fu/Wjr djus clcr~%**

bl idkj.k ea fu.kZ fy;k x;k gS fd utw I Eifr ij ;fn fdjk; nkj@vuf/ldr dCtnkj us vuf/ldr fuek.kZ dj fy;k g\$ , dh fLFkr ea utw Hkie dk fdjk; k fu/Wjr djrs I e; , d s djok; s x; s vuf/ldr fuekz dh dher dks fdjk; k fu/kkZ.k ea 'kkfey dj fy;k tkos y\$du I Eifr dk fodz eW; ea 'kkfey ugh fd; k tkos v\$ drk I s 25 ifr'kr i s YVh Hkh ol wy ugh dh tkoA

**4- vuf/ldr dCtnkj ka ds I ECU/k ea%**

bl I ECU/k ea fu.kZ fy;k x;k gS fd ftu utw I Eifr; ka ij vuf/ldr dCtnkj jg jgs g\$ muds idj.k I Eink U; k; ky; }kjk iHkoh I qokbz dj vuf/ldr dCtnkj I s jkf'k ol wy dj {kfrieZ en ea tek djkbZ tkos v\$ ftu fdjk; nkjka ds fdjk; s ka dh vof/k I ekr gks pph g\$ mul s I e; & I e; ij tkjh LV\$.Max vkmZ ds vuq kj ifr 5 o"K ds vuq kj fdjk; k fjohtu dj fdjk; s dk fu/kkZ.k dj uk\$VI tkjh fd; k tkos rkd fdjk; s dh jkf'k ol wy gks I dA

**5- utw I Eifr; ka ds 99 o"K dh vof/k ds fy, yht ij fn; stkus clcr %**

viDI des/h us I o& I Eefr I s utw I Eifr; ka ds fodz ds I ECU/k ea ufrxr fu.kZ ysa gq fun\$ k fn; sfd jktLFkku ea fLFkr utw I Eifr; ka dks rjUr iHko I s Qh&gk\$M ugha cpk tkos ¼mu idj.kka dks NkM/dj] ftuea iWZ ea Qh&gk\$M cpus dk uk\$VI fn; k tk ppk g\$ cfYd 99 o"K ds fy, yht ij cpk tk I dsxA yht jkf'k 2@& : i; s ifr oxQhV dh

r; dh xbz gA drk }kjk fodz dh jkf'k jktdkSk ea tek djok; s tkus ds  
i'pkr~iath; u drk ds i{k eadajok; k tkoskA I EcfU/kr ftyka ds fodkl  
ikf/kdj.k@uxj fodkl U; kl @uxj ikfydkvka }kjk 99 o"lz dsfy, yht  
ij tks ifdz k viukbz tk jgh g} ml h ds vk/kkj ij iVvk foyS[k dk  
iath; u drk dsuke I siathdr djok; k tkoskA

vr% mDr uhrxr fu.kz ka dh fdz kfllofr I quf'pr dj foHkx dks I puk  
fhktok; s tkus dk d"V djkoA

Hkonh;

g-  
1/4Mw yfyr ds iokj 1/2  
'kkl u I fpo

ifrfyfi fuEukidr dks I pukFkZ , oavko' ; d dk; bkgg gsrq iS"kr gA

- 1- I eLr I Hkxh; vk; DrA
- 2- e[; vfHk; Urk] I kfu-fo- t; ijA
- 3- funskd] Lok; r 'kkl u foHkx] t; ijA
- 4- funskd] I Eink foHkx] t; ijA
- 5- I fpo utiy I febr , oavf/k'kk"kh vfHk; Urk] I kfu-foHkx A
- 6- xkMZ QkbZyA

g-  
'kkl u mi I fpo

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-----  
-----  
----- (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 thereof.
- (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 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

- 1.
- 2.

WITNESS

- 1.
- 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 .....BEETWEEN 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 .....described in the schedule hereto (hereinafter to as the Nazool property) vest in the State of Rajasthan.
2. Whareas it is decided by the Apex Committee in meeting No.....date.....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 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/Coropration, 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 k/kj.k

I kf/kdkj i dkf'kr

ekpZ 20] I keokj] 'kkds 1925&Qjoj h 9] 2004

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I keW; iz kkl u ¼ E i nk½ foHkkx

vf/kl puk

t; ij] tuojh 29] 2004

fo" k; %& viDI deSh dk i pxBuA

I d; k , Q 1 ½ 2½ I ki @¼ ½ 94 ih&1 ea=he.My I fpoky; dh  
vf/kl puk I d; k , Q 32 ½ 2½ ds @75 fnukd 3-2-77 ds jktLFku utw  
I EifRr fuLrkj.k utw I EifRr dk uhykeh }kj k fuLrkj.k½ fu; eka ds fu; e 19  
¼½ ds vLrxr viDI deSh dk xBu fd; k x; k FkKA

mu fu; eka ea I akksku djrs gq jkT; I jdkj viDI deSh dk i pxBu  
viDI deSh eafuEukfdr vf/kdkfj; ka dks I fEefyr djrh gA

- 1- vfrfjDr ed; I fpo ¼oRr½ i ed; k iz kkl u I fpo ¼oRr½ v/; {k
- 2- 'kkl u I fpo] I keW; iz kkl u foHkkxA I nL;
- 3- fo'kSkkf/kdkjh] 'kkl u mi I fpo foRr ¼; ; &2½ foHkkx I nL;
- 4- vfrfjDr ed; vfhk; Urk I k-fu-fo- t; ij] tksu] t; ij I nL;
- 5- 'kkl u mi I fpo , oa insu funskd I E i nk foHkkx t; ij I nL; I fpo  
viDI deSh ds vf/kdkj o drD; i wZ dh Hkkar ; Fkkor jgxA

gLrk{kj viKB;

'kkl u I fpo

# jktLFku I jdkj

## I kkl; izkl u ¼ E ink foHkx½

dakd , Q 1½25¼ ki@l @04

t; ij] fnukd 20 vDVw; 2004

### vlnsk

jktLFku utw I Ei fRr ¼[kyh uhykeh I sfulrkj.k½ fu; e] 1971 ds I kfk  
 ifjf'k'B ^th^ ds vuq kj fufgr pkj I w-h Qkjewys ds vlrXRk vfrdfe; ka }kjk  
 utw I Ei fRr; ka dks uskf'k; sku }kjk dz djus grq vkonu i= iLr q djus  
 ij pkj I w-h Qkjewys I sjkf'k dh x.kuk dj 99 o"lz dh yht ij viDI desVh  
 ds vuqknu I sutw I ei fRr; ka fodz dh tkrh gA fufez Hkou dk eW; kadu  
 I koZtfud fuEkkZ k foHkx ds LVf. Max vkmj , DI &3&97 ¼orëku ea ipfyr½ ds  
 vuq kj o ftyk dyDVj }kjk fu/kkZjr utw Hkfe nj ds vuq kj Hkfe dk eki  
 n.Mka ds vuq kj ¼i fji= ds i hNs vfr½ fd; k tkrk gA rRi 'pkr vfrdeh ds  
 utw Hkou ea voSk : i I s dlfct gkus dh frfFk I s gj ikp o"lz ckn {kfrifirZ  
 ¼dj; k½ dh x.kuk dh tkrh gA bl ds vfrfjDr cdk; k fdjk; s ij 12 ifr'kr  
 I k/kj.k C; kt dh nj I s x.kuk o vfrdeh gkus dh n'kk ea mi jkDrkuq kj dy  
 eW; kadu jkf'k dh 10 ifr'kr i s yVh ol w dh tkdj utw I ei fRr dks 99  
 o"lz dh yht ij fodz fd; k tkrk gA utw I Ei fRr; ka dk fulrkj.k nq xfr  
 I s djus ds fy, , d vfhk; ku jkT; ea pyk; s tkus dk fu.kz fy; k x; k gS  
 ftI ds vlrXr ifji= tkjh djus ds fnukd I s 31-12-2004 rd fui V; s x; s  
 i kFkZuk&i=ka ij fuEu fj; k; ra drkvka dh nh tkosh%

1-orëku ea pkj I w-h Qkjewys ea cdk; k {kfrifirZ ¼dj; k½ dh jkf'k ij 12  
 ifr'kr dh nj I s I k/kj.k C; kt dh dy jkf'k ea 50 ifr'kr dh NW nh  
 tkoshA

2- vfrdfe; ka I s dy eW; kadu dh jkf'k dh 10 ifr'kr i s yVh jkf'k ol w  
 ugh dh tkoshA ; g Lohdfr foRr foHkx dh I gefr I q; k vkbZMh-  
 3053@ih, l @, Q, l @04 fnukd 14-7-2004 I sikr dj tkjh dh tkrh gA

g-

¼plnz ekgu ehuk½

'kkl u I fpo

ifrfyfi fuEkkdr dks I pukFkZ , oavko' ; d dk; bkgh grq i f'kr gS%

1- I fpoj ekuuh; e[; ea-h egkn; kj jktLFku t; ijA

- 2- futh l fpo] ekuuh; l keku; i'kkl u ea=h jktLFkku] t; i'gA
- 3- futh l fpo] iæ[ k 'kkl u l fpo] foRr jktLFkku] t; i'gA
- 4- futh l fpo] l fpo] foRr ½jktLo½ foHkx] jktLFkku t; i'gA
- 5- futh l fpo] l fpo l keku; i'kkl u foHkx] jktLFku t; i'gA
- 6- l eLr l ãHkxh; vk; Ør] jktLFkku dks i'kr dj fuonu gSfd vius  
v/khuLFk ftyk dyDVI l ds di; k bl l Ecl/k ea vko'; d funðk  
tkjh djus dk Je djkoA
- 7- l eLr ftyk dyDVI l jktLFkku dks i'kr dj ys[ k gSfd os di; k  
viusftys ds l eLr l EclU/kr l fpo] ftyk utw l Eifrr  
½v/f/k'kk'kh vflk; urk l koztud fuekzk foHkx½ dks 3 fnol ea i fr  
flktok dj , oacBd cykokdj vflk; ku ds l pkyu gsrq l eijpr  
funðk tkjh djkoA
- 8- e[; vflk; urk] l koztud fuekzk foHkx] jktLFkku t; i'gA
- 9- vrfjDr e[; vflk; urk] l koztud fuekzk foHkx tks] t; i'g]  
tkski g] dks/k] chduj dks i'kr dj ys[ k gSfd di; k viusv/khuLFk  
vf/kdkfj; ka dks vflk; ku ds l Qy l pkyu gsrq l eijpr funðk tkjh  
djus dh 0; oLFk djkoA
- 10- funðkd] l E i nk foHkx] jktLFkku t; i'gA
- 11- batkt] l E i nk foHkx dk; kzy; ] 1143] jktLFkku dVjk] bykgkcknA
- 12- jf{kr i=koyhA

g-

'kkl u mi l fpo

**viðl deyh dh 55 ohacbd eady eW; kolu jkf'k dh x.kuk graqfu/kkzjr  
eki &n.M**

- 1- I koztfud fuekzk fohkx ds ipfyr LVs. Max vkmj ds vuq kj fufez  
Hkou dsey; kolu dh x.kuk rduhdh 'kk[kk ds }kjk dh tkdj jsV  
fu/kkzjr fd;k tkoA
- 2- fclnqI d; k 1 ds vuq kj jsV dh tks x.kuk dh xbz g\$ ml dks 200  
I sxqkk fd;k tkoA
- 3- fclnqI d; k 2 ds vuq kj jsV dks 200 I sxqkk djus ij tks jkf'k  
iklr gks ml ea utwy dh Hkfe dh dher utwy njka ds vuq kj x.kuk  
dj tkM+nh tkoA

mijkDr ifdz k I stks fodz eW; iklr gks ml ds vuq kj utwy  
I EifRr 99 o"kd sfy, yht ds vk/kkj ij fodz dh dk; bkg h rjUr iHkko I sdh  
tkoA

**jktLFku I jdkj**  
**I keU; izkl u ¼ E ink foHkx½**

dekd , Q 1½25½ ki@l @04

t; ij fnukd 18-12-04

**vknsk**

utwy I Ei fRr; ka ds 'kh?kz fuLrkj.k grq vfrdfe; ka }kjk utwy I Ei fRr  
99 o"lz dh yht ij dz djus ij cdk; k {kfrifirZ ¼dj; ½ ij dgy C; kt dh  
jfk'k ea 50 ifr'kr dh NW rFkk vukf/kdr dCt\$kkjh gkus ds dkj.k dgy  
eW; kadu dh jfk'k dh 10 ifr'kr i\$yVh dh jfk'k dh NW nrs gq vknsk  
dekd 1½25½ k-iz@l @04 fnukd 20-10-04 tkjh dj fnukd 20-11-04 I s  
fnukd 31-12-04 rd vfHk; kuk pyk dj utwy I Ei fRr; ka ds grq fuLrkj.k grq  
vknsk tkjh fd; s x; s FkA vknsk dh ifr I ayXu gA foRr foHkx dh I gefr  
I d; k 51021 ih , I @ih, Q-, I 104 fnukd 19-11-04 I s vfHk; ku dh vof/k  
fnukd 31-12-04 I sfnukd 31-3-05 rd c<kbz tkrh gA

g-

'kkl u I fpo

ifrifyi fuEukidr dks I pukFkZ , oavko' ; d dk; bkgh grq i f'kr gS %&

- 1- I fpo] ekuuh; e[; ea-h egkn; A
- 2- futh I fpo] ekuuh; ea-h egkn; ] I keU; izkl u foHkxA
- 3- futh I fpo] ied[k foRr I fpo@ied[k I fpo] I k-fu-foHkxA
- 4- futh I fpo] I fpo I keU; izkl u foHkxA
- 5- I eLr I Hkxh; vk; Drx.k di ; k vi usv/khu ftyk dyDVI Z dks  
vi u&vi usfityka ea I k-fu- foHkx ds vf/kdkfj ; ka ds I kFk cBd  
cykdj utwy I Ei fRr; ka ds fuLrkj.k grqfun\$ k tkjh djkoA
- 6- I eLr ftyk dyDVI Z di ; k vi u&vi usfityka ea I k-fu- foHkx ds  
vf/kdkfj ; ka dh cBd cykdj vfHk; ku dh I eh{kk djA ; fn vko' ; d  
gks rks di ; k cBd dh frfFk o I e; Hkh voxr djkoa rkfd I E ink  
fun\$ kky; ds vf/kdkfj ; ka dks cBd ea Hkx yus grqHkst k tk I dA
- 7- e[; vfHk; Urk] I k-fu-foHkx] di ; k I eLr vfr- e[; vfHk; Urk  
v/kh{k.k o vf/k' kk"kh vfHk; Urk dks utwy I Ei fRr; ka ds eW; kadu dh  
dk; bkgh 'kh?kz djus grqfun\$ k tkjh djkoA
- 8- vfrfjDr e[; vfHk; Urk] I k-fu-foHkx t; ij] dks/k , oachdkujA
- 9- fun\$kd] I E ink foHkx t; ijA
- 10- xkMZ QkbzyA

g-

'kkl u mi I fpo

# jktLFku jkt&i=

fo' kskkd

I kf/kdkj i d'kr

vxgk; .k 1] xq okj 'kkds 1929& uoEcj 22] 2007

Hkkx 4¼½

mi [k.M ¼½

jkt; I jdkj rFkk vU; jkt; i kf/kdkfj; ka }kjk tkjh fd; s x; s¼ kedu; vkn's kks  
mi fof/k; ka vkn' dks I fefyr djrs gq ½ I kedu; dkuuh fu; eA

I E ink foHkkx

vf/kl p'uk

t; ij] vDVicj 18] 2007

th, l- vkj 73 % jkt; I jdkj jktLFku utiy Hkou ¼ ko'zfud  
uhykeh }kjk fuLrkj .k½ fu; e] 1971 dks v'j I a'kk/kr djus ds fy, bl ds }kjk  
fuEufyf[kr fu; e cukrh g' v'Fkk' %

1- I f'kr ule v'j i'jk % ¼½ bu fu; eka dk uke jktLFku utiy Hkou

¼ ko'zfud uhykeh }kjk fuLrkj .k½ ¼ a'kk/ku½ fu; e] 2007 gA

¼i ½ ; s'rijUr iDr gksA

2- fu; e 19 dk I a'kk % jktLFku utiy Hkou ¼ ko'zfud uhykeh }kjk  
fuLrkj .k½ fu; e 1971 ds fu; e 19 ds fo|eku mi fu; e ¼½ ds LFku ij  
fuEufyf[kr i'frLFkfi r fd; k tk; sk] v'Fkk' %

jkt; I jdkj jkt; Lrj ij bl ds }kjk fuEufyf[kr vf/kdkfj; ka I s  
feydj cuh jkt; Lrjh; I fefr] ftI s bl ds i'pkr- viDI I fefr dgk  
tk; sk] x'Br djrh g' v'Fkk' %

1- i'ek 'kkl u I fpo@' kkl u I fpo] I k-i z , oa I E ink foHkkx v/; {k

2- 'kkl u I fpo foRr ¼ jktLo½ foHkkx I nL;

3- 'kkl u mi I fpo] foRr 0; ; &2 foHkkx I nL;

4- v'frfjDr e[; v'fHk; Urk] I ko'zfud fuekZk foHkkx tku&I I nL;

5- 'kkl u mi I fpo , oa fun'skd] I E ink foHkkx I nL; I fpo

cBd dh v/; {krk I fpo Lrj ds vf/kdkjh }kjk dh tk; sh tks I kedu; iz'kkl u

, oa I E ink foHkkx o foRr ¼ jktLo½ foHkkx ea I s ofj" B gkA

[ I [; k i-d-1½2½ I E ink@94@ih&1]

jkt; iky ds vkn'sk I }

ri'sk i'okj]

'kkl u I fpo] I E inkA

jkt; d'bnh; epz'kky; t; ijA

# jktLFku I jdkj

## I keU; izkl u ¼ E ink foHkx½

dekad , Q 1½25½ ki@I @04

t; ij fnukad 22-6-06

### vknsk

utwy I EifRr; ka ds 'kh?kz fuLrkj.k grq vfrdfe; ka }kjk utwy I EifRr; ka 99 o"lz dh yht ij dz djus ij cdk; k {kfrifirz ¼fdjk; k½ ij dy C; kt dh jkf'k ea 50 ifr'kr dh NW rFk vuf/kdr dCtk/kkjh gkus ds dkj.k dy eW; kadu dh jkf'k ij olwyh tkus okyh jkf'k 10 ifr'kr isuyVh dh jkf'k dks ekQ djrs gq vknsk I d; k , Q- 3½25½ I ki@I @04 fnukad 11-7-05 tkjh dj vfhk; kuk dh vof/k fnukad 31-3-06 rd c<kbZ xbZ FkA vc ; g vof/k foRr foHkx dh vkbZMh- I d; k 1653 ih@, I @ih@, Q, I @06 fnukad 22-4-06 }kjk iklr I gefr I sfnukad 30-9-06 rd c<kbZ tkrh gA

vknsk tkjh gkus dh frfFk I s utwy I EifRr; ka dk eW; kadu Mh-, y- I h- Hkfe njka ij fd; k tkosk] bl ds I kFk gh utwy Hkouka dk eW; kadu I k-fu-foHkx ds orëku ea ipfyr LV\$.Max vkMj ds vuq kj fd; k tkosk] ; g Lohdfr foRr foHkxk ds vkbZMh- I d; k 1653@ih@, I @ih, Q, I @06 fnukad 22-4-06 I siklr I gefr I s tkjh dh tkrh gA

g-

i edqk 'kl u I fpo

ifrfyfi fuEukadr dks I pukFkz , oa vko' ; d dk; bkgh grq i f'kr g%

1- i edqk I fpo] ekuuh; e[; e=h egkn; kA

2-futh I fpo] ekuuh; e=h egkn; ] I kiz I koZt fud fuekZk foHkxA

3-futh I fpo] i edqk 'kl u I fpo] foRr@I keU; @izkl u I koZt fud fuekZk foHkxA

4- I eLRk I Hkxh; vk; Dr A

5- I eLr ftyk dyDVI A

6- e[; vfhk; Urk] I k-fu-foHkx] t; ij dks I eLr I c@/kr vf/kdkjhx.kka dks vknsk tkjh djus gA

7- vfrfjDred; vfhk; Urk] I k-fu-foHkx dks/k@chdukj@t; ij@tksu]i FkA

8- funskd I E ink foHkxA

9- xkMZ QkbZyA

g-

i edqk 'kl u I fpo