

The Rajasthan Municipalities (Disposal of Urban Land) Rules, 1974

RAJASTHAN

India

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Rule

THE-RAJASTHAN-MUNICIPALITIES-DISPOSAL-OF-URBAN-LAND-RULES of 1974

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The Rajasthan Municipalities (Disposal of Urban Land) Rules, 1974Published vide Notification No. F. 3(2)(17) LSG/74, G.S.R. 226(41), dated 16-12-1974 published in Rajasthan Rajpatra, Part 4-C, dated 19-12-1975, page 424Last Updated 10th June, 2019Local Self Government Department NotificationIn exercise of the powers conferred by sub-section (1) of section 297 of Rajasthan Municipalities Act, 1959 (Act No. 38 of 1959), read with sections 80 and 92 thereof and section 102-A of the Rajasthan Land Revenue Act, 1956 (Act No. 15 of 1956), the State Government hereby makes the following rules, namely :-

1. Short title and commencement.

(1)These rules may be called the Rajasthan Municipalities (Disposal of Urban Land) Rules, 1974.(2)These rules shall come into force after one month from the date of their publication in the Official Gazette.

2. Definitions.

- In these rules unless the context otherwise requires.-(1)'Act' means the Rajasthan Municipalities Act, 1959 (Act No. 38 of 1959).(2)'Urban land' means any land-(a)which has become vested in a Board under clause (c) of sub-section (2) of section 92; or(b)which is Nazul Land as defined in section 3 of the Rajasthan Land Revenue Act, 1956 (Act No. 15 of 1956); or(c)which may be placed at the disposal of a Board by the State Government.(3)['Board' means Municipal Board, Municipal Council and Municipal Corporation, as the case may be,] [Substituted by Notification No. F.8(C)(23)

Rules/DLB/18/13937, dated 13.6.2018 (w.e.f. 28.4.1992).](4)'Building line' means a building line as defined under Rajasthan Municipalities Act, 1959 (Act No. 38 of 1959).(5)'Chairman' includes a president of a Council.(6)'Chief Town Planner' means Chief Town Planner & Architectural Advisers to Government of Rajasthan Jaipur.(7)'Executive officer' includes a Commissioner of a Council.(7A)["Free hold" means a tenure in Perpetuity, with right of inheritance and alienation; and] [Inserted by Notification No. F.8(C)(23) Rules/DLB/18/13937, dated 13.6.2018 (w.e.f. 28.4.1992).](8)'Having jurisdiction' means Nazul land transferred to and lands acquired by a Board.(9)'Reserve price/Fixed price' minimum premium (Nazrana), carry the same meanings and shall be fixed by the Committee under Provision of Rules 6 and 12 of these rules.(10)['Sale and disposal of land' means transfer of land either on free hold basis or on lease hold basis;] [Substituted by Notification No. F.8(C)(23) Rules/DLB/18/13937, dated 13.6.2018 (w.e.f. 28.4.1992).] [(10 A) Tourism Unit means a tourism project approved by the Department of Tourism Government of India or by the Department of Tourism, Government of Rajasthan (that is to say) and shall include. [Inserted by Notification No. F8(Gr) Rules/DLB/97/802, GSR 144, dated 4-3-1997, Published in Rajasthan Rajpatra, Part IV-C, Extra-ordinary, dated 13-3-1997.](a)A Heritage Hotel.(b)Any other Hotel.(c)A motel which provides way side facilities under one roof such as accommodation, road repair shop and the like.(d)A camping site with furnished tented accommodation having at least fully tents along with bathroom and toilet facilities.(e)A restaurant.(f)A holiday resort providing sports and recreational facilities, riding, swimming and social amenities with boarding & lodging arrangements in Cottages.(g)An amusement park providing various types of rides, games and amusement for children as well as for adults.(h)A safari park developed with the permission of the Forest Department.(i)An aerial ropeway established under the prevailing rules and regulations.](11)Words and expressions used but not defined in these rules shall carry the meanings assigned to them under Rajasthan Municipalities Act, 1959.

3. [Land to be transferred either on free hold basis or on lease hold basis. [Substituted by Notification No. F.8(C)(23) Rules/DLB/18/13937, dated 13.6.2018 (w.e.f. 28.4.1992).]

(1)Any transfer of land under these rules shall be either on free hold basis or on lease hold basis.(2)Any allottee or lessee or sub-lessee to whom full rights have been transferred by lessor and who holds land for residential or hotel or commercial purpose only on lease hold basis may get his tenure and status of holding converted from lease hold basis to free hold basis on payment of 1.25 times of one time lease in case of residential or hotel and 1.50 times of one time lease, in case of commercial purpose:Provided that the lessees who have already paid urban assessment or ground rent under and in accordance with the one time assessment scheme and those lessees are no longer required to pay any ground rent for remainder of the tenure of the lease, may avail the option of converting their tenure and status from lease hold basis to free hold basis on payment of twenty five percent of total one time lease amount in case of residential and hotel and fifty percent of total one time lease amount in case of commercial.(3)An application for conversion of tenure and status of land from lease hold basis to free hold basis may be presented by the allottee or lessee or sub-lessee;Provided that all outstanding dues, if any, required to be deposited, would be deposited first for conversion from lease hold basis to free hold basis.(4)The deed evidencing the conversion of tenure and status of land from lease hold basis to free hold basis under sub-rule (2) shall be

prepared in appropriate form of conveyance duly approved by the State Government in accordance with the provisions of Rule 2G of these rules.(5)Any urban land conveyed, regularised or otherwise transferred for,-(a)specified or limited purposes for a specified duration only; or(b)time bound short term projects of departments of the Central/State Government or their agencies/instrumentalities as covered under these rules; or(c)non-residential or non-commercial purposes on concessional rates with special conditions attached thereto to any institution anybody or person, or(d)any purpose other than residential or commercial outside the sanctioned scheme governed by Rule 16 of these rules; or(e)use of public and charitable institutions under Rule 18 of these rules on cost price, reduced price or token price (i.e. free of Cost): or(f)use of institutions other than charitable and public institutions under Rule 19 of these rules,shall invariably be on lease hold basis for a limited period not exceeding 99 years duration and in no case on free hold basis:Provided that urban land required for use under the long term project of the Central Government or the State Government or by their departments or their instrumentalities shall invariably be conveyed on free hold basis under and in accordance with the provisions of these rules.(6)All lands and properties which are important sites/ structures from historical or cultural point of view or which are valuable heritage sites whether natural or manmade such as lakes, hills, hilocks, mansions, forts, gardens etc. if and when assigned to any body, institution or any person for up keep, maintenance or use for promotion of tourism etc. shall invariably be transferred on lease hold basis for a specific purpose and for specified period not exceeding 99 years of tenure.(7)Before allotting or converting any of the urban lands and properties specified under sub-rule (6) or lands/properties of like nature on lease hold basis, the Board shall seek prior sanction of the State Government and the State Government may impose such special terms and conditions as it may deem fit and the deed evidencing special terms and conditions, if any, shall be duly approved by the State Government in accordance with Rule 26 of these rules.]

4. [Tenure of lease and attributes of free hold. [Substituted by Notification No. F.8(C)(23) Rules/DLB/18/13937, dated 13.6.2018 (w.e.f. 28.4.1992).]

(1)Allotment and sale of lease hold rights in any land and/or building shall be for a period not exceeding 99 years :Provided that in case land covered under sub-rules (6) and (7) of Rule 3 of these rules, the Board may with the previous sanction of the State Government grant lease of a lesser period on such terms and conditions as may be determined by the State Government.(2)Allotment and sale of free hold rights in any land and/or building shall be for tenure in perpetuity with rights of inheritance and alienation.]

5. Prohibiting for Temporary leasing out etc.

- The Board shall not let out any land on rent or by lease for temporary use or otherwise except by sale of land on lease hold basis [XXX] [Deleted by F. 5(181) DLB/81/394-628, dated 20-1-1982, Published in Rajasthan Rajpatra, Part IV-C, Extra-ordinary, dated 11-2-1982, page 432.] only in accordance with the provisions of these rules :[Provided that land for Cinemas, Hotels, Gas, Godowns, Petrol Pumps, Agriculture Service Centres, Krishi Upaj Mandi Samities, Rajasthan State Road Transport Corporation Post and Telegraph Department and offices of other Commercial Centres Government Department, Co-operative Societies and other commercial Statutory,

non-Statutory institutions and bodies shall be allotted in accordance with the provisions contained in Rule 15.] [Substituted by F. 3(2)(17) LSG/84. dated 3-5-1985, Published in Rajasthan Rajpatra, Part IV-C, Extra-ordinary, dated 13-6-1985, page 20.]

6. Determination of premium.

- The premium (Nazrana) shall ordinarily be determined by public auction but the amount of reserve or the minimum premium shall be the reserve price which shall be decided by the Committee referred to in rule 12 of these rules. Explanation.- The minimum (reserve price or fixed price) shall be worked out after adding the following items :-

1. Cost of undeveloped land,

2. Cost of developed, land,

3. 20% of the item No. (2) to cover administrative and establishment charges.

Subject to the following conditions :-(a)Minimum of Rs. 500 per, sq. metre where underground sewerage is provided.(b)Minimum of Rs. 3.25 per sq. meter in all other cases.

7. [Liability for Urban Assessment or Ground Rent. [Substituted by Notification No. F.8(C)(23) Rules/DLB/18/13937, dated 13.6.2018 (w.e.f. 28.4.1992).]

(1)The rate of urban assessment or ground rent shall be fixed on the basis of the residential reserve price prevailing at the time of sale of land at 2.5% in case of land given on lease for residential, educational, social and charitable institutions, medical clinics and nursing homes, Tourism unit, Multiplex unit and Auditorium purposes and 5% in case of land given on lease for commercial and other purposes :Provided that the State Government shall have the powers to permit charging urban assessment on such rates, terms and conditions as may be specified by the State Government on merits of each case, where the land is allotted under Rule 18.(2)The urban assessment or ground rent once fixed under these rules shall be liable to revision after every 15 years and also at the time of transfer by way of sale, gift or otherwise and such increase shall be 25% of the urban assessment or ground rent at the time of such revision or each transfer, as the case may be.(3)Only half of urban assessment shall be charged for first five years from the date, on which the possession of the plot shall be given and full urban assessment shall be charged on the plot after five years or from the date of providing basic amenities that is construction of road, water supply and electric supply in the sector in which plot is situated as the case may be, whichever is later.(4)The urban assessment or ground rent shall be deposited with the Board by the 31st of March each year to be credited to the consolidated fund of the Government:Provided that 10% rebate shall be admissible on the assessed amount of urban assessment or ground rent in case of payment made by an assessee before the expiry of the date of payment, and 40% of the collected amount may be retained by the Board by way of service charge for the collection of urban assessment or ground rent:Provided further that the

assesses may, if he so desires, deposit one time urban assessment or ground rent which would be equal to eight times of full yearly urban assessment, including the year in which the payment is made. Such a payment would exempt the assessee or transferee from further liability or payment of urban assessment on the leased property. Forty percent of the collected amount may be retained by the Board as a service charge for the collection and sixty percent amount shall be deposited with Government as Government receipts.(5)If the urban assessment or ground rent is not deposited in time, then the interest at the rate of 12% per annum shall be charged.(6)The arrears of urban assessment or ground rent together with interest shall be recovered under the provisions of the Rajasthan Public Demands Recovery Act, 1952.(7)Notwithstanding anything contained in these Rules, the State Government may in appropriate cases reduce or remit urban assessment and interest or penalty thereon, by a general special order.]

8. Preparation of scheme by the Board.

(1)Before disposing of the land, every Board shall prepare a scheme for all land exceeding 1500 sq. yards, in area and exercising jurisdiction thereon showing sub division of land into plots of various sizes for residential purpose & indicate lands for parks and play grounds, educational institutions, hospitals, dispensaries, cinemas, markets and such other amenities and facilities as may be required provided that plots for residential purposes shall generally be restricted to the maximum of 800 sq. yards.(2)In the Scheme the plots for allotment and sale by auction shall be clearly indicated and the area of such residential plots for allotment shall not exceed 300 sq. yds.

9. Approval of the Scheme by the Chief Town Planner.

- The Scheme so prepared under rule 8 shall be submitted to the Chief Town Planner & Architectural Adviser, Rajasthan or his representative authorised by him in this behalf, who shall on receipt of such a Scheme scrutinise it keeping in view the provisions of master plan of that city or town, if any, and in the absence of the master plan he shall conform to the over all development plan of that city or town to be prepared at a later date and return the same technically approved to the Board considered with or without modifications, within a period of ninety days from the date of receipt falling which the scheme shall be deemed to have been technically approved by him.

10. Reservation of Residential plots for allotment at concessional rate to specified class of person.

- In the schemes so prepared and technically approved by the Chief Town Planner or his representative authorised in this behalf, the Board shall reserve with the prior approval of [the committee referred to in rule 12 residential plots for allotment at concessional rates to the specified categories of persons referred to in rule 17 and on terms and conditions prescribed under the provisions of these rules; provided that the person concerned (wife or husband) or any member of his family dependent upon him who own in full or part any residential house or plot of lands on free hold or lease hold basis any where in the State of Rajasthan shall not be entitled for allotment] [Substituted by F. 5(181) DLB/81/394-628, dated 20-1-1982, Published in Rajasthan Rajpatra, Part

IV-C, Extra-ordinary, dated 11-2-1982, page 432.].

11. Reservation of non-residential land.

- In the Scheme, approved by the Chief Town Planner or his representative authorised by him in this behalf, plot of land indicated parks and play grounds, educational institutions, hospitals, dispensaries, cinemas, markets and such other use shall be reserved for the purpose it has been year marked and shall not be put any other use.

12. Fixing of minimum Premium (Reserve price or fixed price).

(1)Sanction of Scheme and reserve price by Committee. The scheme approved by Chief Town Planner together with a Statement of development cost etc., determining the reserve price (minimum premium) at which plots of land are proposed to be disposed of shall be submitted by the Board for the sanction of the State Government in the prescribed proforma and such proposal shall be examined by a Committee consisting of the following members :-

(a) [In case of Cities andmunicipalities at District Head Quarters. [Substituted by Notification No. G.S.R. 41, dated 2.7.2002 (w.e.f. 16.12.1974).]

1.	Mayor/President/Chairman of the Concerned Municipality	Chairman
2.	Senior Town Planner or Deputy Town Planner having jurisdiction	Member
3.	Executive Engineer, Public Works Department (Buildings andRoads) having jurisdiction	Member
4.	Treasury Officer having jurisdiction	Member
5.	Commissioner/Executive Officer	Member-Secretary

(b) In case of other towns.-

1.	President/Chairman of the concerned Municipality	Chairman
2.	Assistant Engineer, Public Works Department (Buildings andRoads) having jurisdiction	Member
3.	Incharge, State Treasury/Sub-Treasury concerned	Member
4.	Executive officer of the Board	MemberSecretary]

(1A)[Any three members including the Chairman of the Committee shall constitute the quorum.(1B)In case of a municipality where Sub-Divisional Officer is Administrator, Chairman of the Committee shall be such officer as may be nominated by the Collector not below the rank of

Additional Collector.] [Inserted by DE/F. 19 (Campaign) DLB/83/7472, dated 1-10-1983, Published in Rajasthan Rajpatra, Part IV-C, Extra-ordinary, dated 20-10-1983, page 128.](2)The Committee shall meet as and when required to consider the proposals.(3)The Committee may sanction the proposals with or without any modification or may return them to the Board concerned together with such suggestions and modifications which the Committee may deem fit and expedite in the implementation of the scheme according to which the Board shall modify and resubmit the scheme for the scrutiny of the Committee.(4)The reserve price (minimum premium) finally approved by the Committee for disposal of land shall be sanctioned reserve price or the scheme price (minimum premium) for that scheme at which the lands shall be disposed of by the Board.(5)The reserve price fixed, shall be valid for a period not exceeding three years and no sale or allotment of land shall be done after the expiry of 3 years unless the reserve price has been refixed by the Committee. The Board concerned shall before expiry of three years take action to get the reserved refixed.(6)A copy of the proceeding of the Committee shall be sent to the [XXX] [Deleted by DE/F. 19 (Campaign) DLB/83/7472, dated 1-10-1983, Published in Rajasthan Rajpatra, Part IV-C, Extra-ordinary, dated 20-10-1983, page 128.] Director Local Bodies, Rajasthan.(7)[For the disposal of land, not covered by any scheme, both for allotment at fixed price and by auction; the reserve price of such land shall also be determined by the Committee as aforesaid on the proposals received from the Board. The reserve price shall be worked out as per provisions contained under Rule 6.Explanation. - For the purpose of this Rule, the Committee, may, if it thinks so necessary, determine the reserve price according to the importance of particular sites, viz. business centres, commercial complexes, industrial areas or locality, Ward or Mohalla wise.] [Added by F. 3(2)(17) LSG/74, dated 17-3-1978, Published in Rajasthan Rajpatra, Part IV-C, Extra-ordinary, dated 31-8-1978, page 250.]

13. Improvement and demarcation of plots and supervision.

- Once the scheme is sanctioned by the Committee, the improvement of land and demarcation of plots shall be carried out in accordance with the approved scheme under the control and supervision of the Board concerned.

14. Sale of Residential plots through public auction.

- Residential plots not reserved for allotment shall be disposed of through public auction in the manner prescribed in Annexure A, and the Collector concerned or his nominee shall be associated when the auction takes place.

15. [Allotment and sale of non-residential Land. [Substituted by F. 3(2)(17) LSG/84, dated 3-5-1985, Published in Rajasthan Rajpatra, Part IV-C, Extra-ordinary, dated 13-6-1985, page 20.]

(1)Land for non-residential purposes shall be allotted to public and charitable institution Commercial Statutory or non-Statutory institutions or bodies. Central Government Departments or Educated unemployed Youths under the self employment scheme or to any other persons for commercial use on terms and conditions prescribed under these rules.(2)Save as provided in the

following sub-rules, Land of Commercial nature shall be disposed of by public auction as prescribed in Annexure-'A'.(3)The land for Cinemas shall be disposed of as under ;-(a)The site for cinemas shall be approved by the Competent Authority appointed by the State Government on the proposal of the Board.(b)The land for Hotels and Cinemas shall be sold on the basis of 99 years lease hold rights by public auction as prescribed in Annexure-'A'. The Urban assessment shall be charged @ 5% of the reserve price.(c)The procedure for letting out the land for cinemas on annual rental basis is wholly abandoned.(4)The land for gas godowns to be set-up by war widows, members of Scheduled Castes and Scheduled Tribes and handicapped persons, having authorised agencies of domestic gas, shall be allotted on reserve price determined for land meant for commercial use and for other category of persons, the price shall be double the reserve price determined for land meant for commercial use in the area.(5)The land for petrol pumps shall be allotted on reserve price determined for land meant for Commercial use to the war widows, members of Scheduled Castes and Scheduled Tribes and handicapped persons. For other categories of persons, the price shall be double the reserve price determined for land meant for commercial use in the area.(6)The site for Agriculture Service Centres shall be selected and earmarked with the prior approval of the Chief Town Planner and shall be allotted to the persons having technical qualifications for the aforesaid purpose, keeping in view the requirements of such technical persons. The price shall be charged as double the reserve price fixed for such sites. But the allotment to persons belonging to Scheduled Castes and Scheduled Tribes, handicapped persons and war widows shall be on reserve price.(7)The allotment of land to Krishi Upaj Mandi Samities shall be regulated as under :-(a)The land may be made available to the Krishi Upaj Mandi Samities whenever required by them according to the approved site.(b)Krishi Upaj Mandi Samiti shall pay the expenses incurred on the development of the area alongwith interest @ 15% per annum and other charges, when the area is transferred to them by the Board.(c)When the area meant for use as shop etc. is sold by Krishi Upaj Mandi Samiti the sale proceeds shall be given to the Board.(d)In case the area meant for shops etc., is not sold by Krishi Upaj Mandi Samities, then it shall pay to the Board, the reserve price meant for commercial areas in that locality.(e)The urban assessment shall be charged for the land transferred to Krishi Upaj Mandi Samities @ 5% per annum on the basis of said reserve price of the land.(8)(a)The land required by the Rajasthan State Road Transport Corporation shall be allotted to it by the Board in consultation with the Chief Town Planner in case of city councils and in case of other towns in consultation with the Corporation. The price of the land shall be fixed on 'no profit no loss' basis if the land is used for the construction of work-shop/Department office or Bus stand. The price to be fixed shall be worked out taking the following items into consideration:-(i)Cost of undeveloped land,(ii)Cost of development, and(iii)20% of the cost of development to cover administration and establishment charges.(b)The Urban assessment shall be fixed @ 5% of the price fixed under clause (a) above.(c)In case any portion of the land allotted to the R.S.R.T. Corporation is used for commercial purpose by it, then the Corporation shall be liable to pay the market price of such land to the concerned board.(9)The land required by R.S.E.B. for its use shall be allotted on reserve price or half the market rate whichever is higher. The urban assessment shall be charged @ 5% per annum.(10)The land if required by the Post and Telegraph Department, for its office or residential quarters for the employees, shall be allotted in the following manner :-(i)The side shall be reserved with the prior approval of the Chief Town Planner.(ii)The land for office purpose shall be allotted by the Board on the fixed reserve price.(iii)The land meant for residential quarters of the employees of Post and Telegraph Department shall be allotted with the prior approval of the State Government on the

double of the reserve price or half of the market price whichever is higher.(11)The land for the office of other Departments of the Central Government and residential quarters for the employees of such Departments shall also be allotted on the same terms and conditions as in case of post and Telegraph Department(12)The land to consumer Co-operative Societies shall be allotted by the Board on double the reserve price or half of the market price whichever is higher :Provided that the land to Co-operative Societies under the Rajasthan State Co-operative storage project for construction of godowns may be allotted free of cost or at concessional rates with the prior approval of the State Government subject to the condition that land for this purpose is selected or earmarked with the approval of the Chief Town Planner.(13)The plots of land earmarked for shops or cabins in any schemes or area may be allotted to the educated unemployed youths under the self employment scheme sponsored by the Government of India in preference to others subject to the following conditions :-(i)That the loan has been sanctioned to such educated unemployed youth under the said scheme by a competent authority;(ii)That the plot of land for shops or cabins shall be allotted to such youths at appropriate place keeping in view the commercial purpose or utility for which such loan has been sanctioned;(iii)That such plot of land shall be allotted to such youths at the reserve price fixed for that scheme or area;(iv)That the plot of land so allotted shall not be sold, leased or otherwise transferred, in any case and shall be used solely for the purpose it has been allotted ;Provided further that such shops or land for construction of shops or for any other Commercial purpose may also be allotted to the persons belonging to S.C. or S.T. and also to other categories of persons specially declared by the State or Central Government for the benefit of such persons on such terms and conditions as may be specified.(14)The allottee shall not without the written consent of the municipality, use or permit to be used, the said plot or any building thereon for any purpose, whatsoever other than that for which it has been allotted. In case of violation of the conditions of allotment, the land so allotted would revert to the concerned municipal body.](16)[Notwithstanding anything contained in these rules, the allotment of land for establishment of different categories of Hotels and Tourism units shall be regulated as under:- (a)Every Municipality shall identify the appropriate land for establishment of Tourism units and Hotels and establish a Land Bank in which the land shall be kept reserved for allotment of land for establishment of different categories of hotels and Tourism units. The information of establishment of Land Bank shall be published on the web site by the Tourism Department and the Municipality.(b)The Minimum and maximum area to be allotted for establishment of different categories of Hotels and Tourism unit shall be as under:-

S.No.	Category of Hotel	Minimum Area	Maximum Area
1	Budget Hotel (1, 2 and 3 Star)	1200 Sq. M.	4,000 Sq. M.
2	Four Star	6000 Sq. M.	12,000 Sq.M.
3	Five Star and Deluxe category	18000 Sq.M.	40,000 Sq. M.
4	Other Tourism units	-	Need/Availability basis

(c)The Minimum reserve price for allotment of land for establishment of Hotels and other Tourism units shall be as follows:-

S.No.	Category of Hotel	Minimum Reserve price
1	One Star	10% of the prevailing commercial price or reserve price for residential purpose whichever is higher
2	Two Star	

		20% of the prevailing commercial price or reserve price for residential purpose whichever is higher
3	Three Star	30% of the prevailing commercial price or reserve price for residential purpose whichever is higher
4	Four Star	40% of the prevailing commercial price or reserve price for residential purpose whichever is higher
5	Five Star and Deluxe category	50% of the prevailing commercial price or reserve price for residential purpose whichever is higher
6	Other Tourism Unit	50% of the prevailing commercial price or reserve price for residential purpose whichever is higher

The above rates are minimum reserve price for allotment. The allotment shall be made on the basis of competitive bid and other conditions for allotment of land as mentioned in the Tourism policy shall be applicable.] [Added by Notification No. F. 8(x)(10) Hotel Policy/Rules/LSG/06/2003, dated 25.7.2008-Rajasthan Gazette Extraordinary Part VI-A, dated 29.6.2008 (w.e.f. 19.12.1975).]

16. Lands outside the sanctioned schemes.

- Before any allotment or sale of land is made by the Board outside the sanctioned scheme, the Chief Town Planner or his nominee authorised in this behalf shall be consulted, so that it is ensured that the land so allotted or sold for such purpose shall be in conformity with the master plan for that area, if any, and in the absence of a master plan the allotment or sale of land shall fit in with the overall development plan for that area.

17. Allotment of Residential plots at concessional rates, procedure, categorise priority, plot size, price, recoveries etc.

(1) Every person entitled for allotment shall get himself registered with the Board concerned where by making any application in the form prescribed by the Government obtained from the Board concerned on payment of such registration fee as may be fixed by the Board from time to time. (2) [The following categories of person who are bonafide resident of Rajasthan shall be entitled for allotment of residential plot for construction of a house at concessional rates if such a person does not own a plot of land or house as provided in rules 10-] [Substituted by Notification No. F 8(Gr) Rules/LSG/98/4535, dated 3-4-1999, Published in Rajasthan Rajpatra, Part IV-C, Extra-ordinary, dated 7-4-1999.]

(a)	Low income group people	Whose income does not exceed Rs. 4,000/- per month at the time of allotment.
(b)	Rajasthan Government servants including employees of local authorities and statutory	Whose income does not exceed Rs.

	bodies of State.	5,000/- per month at the time of allotment. Whose income does not exceed Rs. 5,000/- per month.
(c)	Central Government Employees	
(d)	Army personnel including Ex-servicemen upto the rank of J.C.O's and their families.	
(e) [] [Substituted by Notification dated 20-10-2000, Published in Rajasthan Government Gazette Extraordinary Part 6(ka), dated 1-11-2000, page 185.]	[Freedom Fighter who gets pension from Central or State Government or her/his spouse/son/ daughter] [Substituted by Notification dated 20-10-2000, Published in Rajasthan Government Gazette Extraordinary Part 6(ka), dated 1-11-2000, page 185.]	

(3) The residential plot shall be reserved and allotted to the categories of persons in the following proportion :- (a) 20% of the plots reserved for allotment shall be allotted to the persons entitled under categories (b) & (c) referred to sub-rule (2) on the basis of lottery according to procedure specified in Annexure B. (b) [10% of plots reserved for allotment shall be allotted to the defence personnel including ex-servicemen upto the rank of J.C.O. and their families and Freedom Fighter who gets pension from Central or State Government [or her/his spouse/son/daughter] [Substituted by Notification No. F 8(Gr) Rules/LSG/98/4535, dated 3-4-1999, Published in Rajasthan Rajpatra, Part IV-C, Extra-ordinary, dated 7-4-1999.], provided that the priority for allotment amongst them shall be fixed in following order- (i) to the widows and dependants of army personnel who have lost their lives while defending borders of the country. (ii) to disabled army personnel. (iii) [Freedom fighter who gets pension from the Central or State Government or her/his spouse son/daughter] [Substituted by Notification dated 20-10-2000, Published in Rajasthan Government Gazette Extraordinary Part 6(ka), dated 1-11-2000, page 185.]. (iv) other army personnel.] (c) 70% of the plots reserved for allotment by lottery shall be allotted to the persons entitled under category in clause (a) of sub-rule (2) on the basis of lottery according to procedure specified in Annexure B provided always that 15% of the reserved plots shall be reserved and allotted to the persons belonging to the scheduled castes and scheduled tribes and shall be allotted on the basis of lottery according to the procedure specified in Annexure B. (4) Plots size and price. - The size of the plot and price to be charged from various categories of people entitled for allotment under these rules shall be in accordance with the Schedule attached to these rules. (5) [Recovery of premium etc. - The amount of premium of land and other expenses, if any shall be recovered from the allottee within a period of thirty days from the date of receipt of intimation for depositing the amount : Provided that the allottee may deposit the said amount within the next 30 days but an interest @ 15% per annum shall be charged with effect from the date of allotment failing after which the allotment of land shall automatically stand cancelled : Provided further that the Board may regularise such allotment of land withdrawing the automatic cancellation within a period of ten months from the date of said automatic cancellation on the following conditions :- (i) If the allottee is prepared to pay the full amount of premium and expenses, if any plus interest @ 15% per annum upto the date of regularisation of allotment of land and in addition also an amount of penalty at the following rates :-

Premium of land	Penalty after the date of automatic cancellation.	
(a)	not exceeding Rs. 5000/-	Rs. 250/-p.m.
(b)	exceeding Rs. 5000/- and upto Rs. 10,000/-	Rs. 500/-p.m. Rs. 1000/- p.m.
(c)	exceeding Rs. 10,000/-	Rs.1000/-p.m.
(d) [] [Added by DE/F. 19 (Campaign) DLB/83/7472, dated 1-10-1983, Published in Rajasthan Rajpatra, Part IV-C, Extra-ordinary, dated 20-10-1983, page 128.]	[the amount of penalty mentioned in items (a), (b) and (c)above shall not exceed the principal amount.] [Added by DE/F. 19 (Campaign) DLB/83/7472, dated 1-10-1983, Published in Rajasthan Rajpatra, Part IV-C, Extra-ordinary, dated 20-10-1983, page 128.]	

(ii)after expiry of the period of ten months from the date of the said automatic cancellation, the Board shall have no power to regularise such allotment of land in any case;(iii)however, if the Board considers it so necessary in its interest, may refer the case to the State Government for such regularisation and the State Government after giving due regard to the recommendations made by the Board may permit such regularisation on payment by the allottee, the amount of premium and expenses if any, plus interest and penalty as provided in Clause (i) above upto the month in which the case referred to the State Government by the Board.](6)Resale of plot condition thereof. - [(a) A person who has been allotted a plot at concessional rates, shall not transfer the plot before the expiry of 10 years from the date of allotment;Provided that if an allottee intends to transfer his plot before the expiry of 10 years from the date of allotment he shall pay a levy at the rate of [5%] [Substituted by Notification No. F 8(Gr)(327) Rules/DLB/97/Part 1/441 GSR 87, dated 27-1-1998, Published in Rajasthan Rajpatra, Part IV-C, Extra-ordinary, dated 31-3-1998.] of present prevailing reserve price to the concerned Municipality.] [Substituted by F. 5(181) DLB/81/394-628, dated 20-1-1982, Published in Rajasthan Rajpatra, Part IV-C, Extra-ordinary, dated 11-2-1982, page 432.](b)If any person has sold his plot in contravention of the provisions of these rules, by whatever method, the plot shall stand forfeited to the Board without any liability for compensation and allottee shall not be eligible for allotment of plot in future.(c)If a person who has not constructed a building within two years from the date of allotment the plot so allotted to him shall stand cancelled and the allottee shall not be eligible for allotment of a plot in future.

18. Allotment of land to public and charitable institutions.

(1)No land shall be allotted for a price less than the sanction reserve price except for categories covered under Rule 17, provided that lands for schools and other public and charitable institution may be allotted on payment of 50% of the sanctioned reserve price.(2)If any land is required by the Government from the Board the following price shall be paid by Government :(a)Cost of land, if the land was acquired by the Board by making compensation and cost of development plus 20% to cover administrative and other establishment charges to the Board.(b)In case of Nazul land, the Government shall pay only the cost of development plus 20% to cover the establishment and administrative charges to the Board.(c)If the land required by the Government was already developed before it was transferred to Board, no development charges shall be payable but if any

additional development has been undertaken by the Board that development charges plus 20% thereof shall be paid by the Government to the Board:[Provided that the State Government may exempt any Department of the State Government from payment of cost of land and other charges under clause (a) to (c).] [Inserted by Notification dated 12-10-2000, Published in Rajasthan Government Gazette Extraordinary Part 4(ga), dated 19-10-2000. page 121.](d)Above mentioned principles shall also apply in case of land belonging to the Board if allotted the Universities or other statutory on non-statutory bodies under Government Orders :[Provided that the State Government, if so thinks expedient in the public interest, may order allotment of land free of cost or without charging cost of development or administrative or other establishment charges mentioned in clause (b) and (c) above subject to the condition that land is wholly required for construction of Government residential quarters.] [Added by F. 3(2)(17) LSG/84, dated 3-5-1985, Published in Rajasthan Rajpatra, Part IV-C, Extra-ordinary, dated 13-6-1985, page 20.]

19. Allotment of land to Institutions other than Charitable and Public Institutions.

- Land shall be allotted to Institutions other than public and charitable institutions on the following terms and conditions are not fulfilled by the allottee :-(1)that the institution shall be registered under the Societies Registration Act, 1960 (Act No. 20 of 1960).(2)That the institution is a non commercial and does not intend to drive any commercial benefit out of the land allotted to it or out of the building constructed over the plot so allotted.(3)That the land shall be allotted to such institutions on the reserve price.(4)The land so allotted shall not be put to any commercial utility.(5)That the institution to whom such land is allotted has not acquired any land either by allotment or otherwise at the place in the State where the land is proposed to be allotted.(6)That no land shall be allotted in the area which have commercial utility.(7)That the institution shall complete the construction of the building for which the land is allotted within a period of two years from the date of which it is allotted.(8)That the land so allotted shall not be transferable either by sale or otherwise to any one, or liable to any encumbrances before or after the completion of the building without permission of the Board.(9)That where no construction is completed within the time prescribed under condition No. (7) the allotment shall be liable to cancellation or such institution shall surrender the land back immediately and the Board may refund 3/4th of the cost of such land paid by the allottee.

20. [Grant of sale deed. [Substituted by Notification No. F 8(Gr)(327) Rules/DLB/97/Part 1/441 GSR 87, dated 27-1-1998, Published in Rajasthan Rajpatra, Part IV-C, Extra-ordinary, dated 31-3-1998.]

- Sale deed for the land shall be executed by the Municipal Board/Council/Corporation when the purchaser allottee, deposit the full cost of land. The possession of the land shall be handed over only when sale deed has been issued to the purchaser/allottee by the concerned Municipality.]

21. Reversion.

- In case the land is not utilised for the purpose for which it has been allotted within a period of two years from the date allotment after depositing the full cost of plot the land together with the building constructed thereon shall revert to the Board with no claim of compensation.

22. Reservation of land on either side of National and State High way.

- Following lands vesting in and belonging the Board shall be reserved in the public interest :- (1) Land laying within 100 feet on both sides or centre line of any national highway when passing through the Municipal limits. (2) Land laying within 50 feet on both side from centre line of any State highway falling within the Municipalities and maintained by the PWD of the State and/or the Board, provided that land so reserved shall neither be sold, leased or otherwise transferred nor shall be let out to any person by Board.

23. Strip of land.

- (1) Strip to be sold at market value and its determination. - Small strips of land which are not fit to be disposed of as plots shall be sold to the owners of the adjoining plots at the market value to be calculated keeping in view the prevailing price of land as ascertained from the preceding sale of land in the area. Such strip of land shall be disposed of on an outright sale of the adjoining property is free hold, and leased it out the adjoining property owner has lease-hold rights. (2) Auction. - Where two or more persons are interested in the strip there shall be auction only between those where plots or building adjoining the strip of land provided that before auctioning such strip of land a public notice shall be issued. (3) Land use. - These strips of land may be sold for such purpose as is permissible under the rules, regulating sale of land in the area and for such construction as is permissible under those rules, provided that before disposing any strip of land, building line shall be demarcated which shall be maintained. Explanation - (1) Definitions :- A strip of land shall mean a piece of land adjoining an existing plot which cannot be put to independent use and which shall in no case exceed 100 Sq. Yds. in area No strip of land shall be sold : (i) if it endangers public safety or is against traffic regulation; and (ii) if it is to be used for a purpose other than the building to which such strip is adjacent; (iii) until a building line is established. [Explanation [Substituted by Notification No. F. 8(G)(327) Rules/Land/DLB95/411, GSR 47, dated 25-7-1996, Published in Rajasthan Rajpatra, Part IV-C, Extra-ordinary, dated 8-8-1996.] - Disputes & decisions :- Whether a particular area is a strip of land or not, shall be decided by the Corporation or Council or Board, as the case may be.]

24. Stray plots.

(1) Individual or stray plots which are lying vacant shall be disposed of by public auction in accordance with the procedure laid down in rule 14, subject to the following conditions :- (a) The Board concerned shall prepare a list in the register prescribed in Annexure C. (b) The building line shall be determined before disposal of such plots; and (c) Obtain prior approval of the Collector

concerned;(d)The land use shall normally be the same as of the adjoining plots.(2)Any stray plot having an area less than 1500 sq. meters and not covered by the scheme aforesaid, or any other scheme shall not be sold, leased or otherwise transferred in any manner other than by public auction in accordance with the procedure laid down in rule (14) of these rules. The Board shall prepare a list of all such stray plots in their jurisdiction and record and authenticate the same in a register to be kept for the purpose in the form prescribed in Annexure C.

25.

[x x x] [Deleted by Notification F. 24(63) Rules/DLB/84/6459, dated 5-6-1991, Published in Rajasthan Rajpatra 6 (Ka), dated 3-10-1991, page 25.]

26. [Documentary evidence of transfer of land. [Substituted by Notification No. F.8(C)(23) Rules/DLB/18/13937, dated 13.6.2018 (w.e.f. 28.4.1992).]

- For every transfer of land and conversion of tenure and status of land from lease hold basis to free hold basis under these rules a document evidencing the same shall be prepared in appropriate form, as may be specified by the State Government on the Stamps provided by the allottee, purchaser or person who has applied for conversion of status of land, which shall be signed for and on behalf of the Governor of the State by the Chairperson and Executive Officer of the Board. The deed so executed shall be got registered, at the expenses of the person in whose favour such deed is executed, within four months of execution of such deed.]

27. Power of lay more conditions.

- The lands allotted or disposed by public auction on payment of premium shall further be subject to levy of such impost by way of rent, revenue, assessment, settlement tax and development charges and shall be further subject to such terms and conditions and restrictions as the State Government may impose or order under Rajasthan Land Revenue Act, 1956, Rajasthan Municipalities Act, 1959 or any other law of enactment or in accordance with the rules made thereunder in this regard.

28. Repeal and Savings.

(1)All notifications/circulars/orders issued by the State Government from time to time in relation to matters covered by these rules shall stand superseded as from the date of the commencement of these rules.(2)Any action taken or orders issued under superseded notification/circular prior to coming into force of these rules shall be deemed to have been taken or issued under these rules.

29. Transitory provisions.

- For the purpose of facilitating the working of these rules,the State Government may by order in writing give such directions as may appear to it to be necessary.

30. [Prior sanction necessary etc. [Substituted by Notification No. F.8 (Misc.) Rules/DLB/95/4144, dated 27-10-1995, Published in Raj Rajpatra, Part IV-C, Extra-ordinary, dated 5-12-1995.]

- For every sale of disposal of Urban Land/Strip of land under these rules, prior sanction of Board shall be obtained.]

31. [Sale or disposal of Municipal land. [Added by F. 5(181) DLB/81/394-628, dated 20-1-1982, Published in Rajasthan Rajpatra, Part IV-C, Extra-ordinary, dated 11-2-1982, page 432.]

- The procedure for sale or disposal of municipal or other lands vesting in or belonging to the Board not covered by these rules shall be the same as provided under these rules.][Power to relax rules. - In exception cases where the State Government is satisfied that operation of these rules causes hardship in any particular case or where the State Government is of the opinion that it is necessary or expedient in public interest to do so, may relax the provisions of these rules in respect to the price, interest, size of plot/strip of land to such extent and subject to such conditions as it may consider necessary for dealing with the case in a just and equitable manner.] [Inserted by Notification dated 20-10-2000, Published in Rajasthan Government Gazette Extraordinary Part 6(ka), dated 1-11-2000, page 185.]Annexure (A)(Rule 14)The following procedure shall be adopted for sale of plots by public auction :-(a)Wide publicity of the auction shall be given by publishing the notice of auction in Newspapers and by describing the plots proposed to be sold together with their dimensions and areas to completely that the description may enable their identification and by notifying the date and time of auction and the conditions thereof.[Note.- Wide publicity means-[Substituted by DE/F. 19 (Campaign) DLB/83/2481-3018, dated 12-1-1983, Published in Rajasthan Rajpatra, Part IV-C, Extra-ordinary, dated 20-10-1983, page 130.](i)Fixing of notice on the notice board of the municipality, Collectorate, office of the Sub-Divisional Officer, Tehsil, Government and public offices located at the headquarter and offices of the other local authorities, autonomous and statutory bodies situated in the district concerned and other conspicuous places in the area;(ii)Description of printed hand bills and posters and(iii)Publication in one newspaper commonly in circulation in the area and one leading newspaper in circulation in the State of Rajasthan.](b)[(i) Auction shall be held by an auctioneer appointed by the Chairman/Administrator. [Substituted by DE/F. 19 (Campaign) DLB/83/2481-3018, dated 12-1-1983, Published in Rajasthan Rajpatra, Part IV-C, Extra-ordinary, dated 20-10-1983, page 130.](ii)The auction proceedings shall to take place under the supervision of the Collector concerned or his representative and the Executive Officer of the Board;(iii)The Executive Officer shall intimate the date, time and place of auction to the Collector, atleast before 15 days and shall ensure that the intimation has been delivered to the Collector;(iv)Before the auction is started, Collector, or his representative shall ensure that-(1)Layout plan of the scheme/plots proposed to be auctioned is duly approved by the competent authority;(2)that the reserve price has been determined by the Committee referred to in rule 12;(3)that wide publicity has been made: and(4)that the plot proposed to be auctioned is free from all disputes and vest and belong to the Board without any encumbrances.(v)Where the auctioneer has not been appointed or is not present, the auction shall be held by an officer of the

board to be appointed by the Chairman/Administrator;(vi)Where the Collector or his representative is not present at the time of auction despite the said intimation, the auction shall be held under the supervision of the Chairman/Administrator and the Executive Officer provided that in such case, confirmation of the auction proceedings shall be obtained from the Collector.](c)Conditions of binding shall be read out before the auction starts.(d)Every bidder shall be required before being permitted to bid in auction to deposit an amount specified below which shall be refunded to him at the close of the bid or adjusted against premium in case of successful bidder :-(i)in case of residential plots a sum or equivalent to 5% of the cost of plot calculated on the basis of reserve price fixed for the scheme subject to minimum of Rs. 250/-;(ii)in case of commercial plot other than Cinemas and Hotels, a sum equivalent to 5% of the cost of the plot calculated on the basis of reserve price fixed for that scheme; and(iii)in case of cinemas and hotels 5% of the cost of the Plot calculated on the reserve price of the plot.(e)Proceeding shall be drawn up stating the name of every bidder and the amount for which he bids.(f)[Substituted by F. 3(2) LSG/83, dated 3-8-1983, Published in Rajasthan Rajpatra, Part IV-C, Extra-ordinary, dated 25-8-1983, page 530.](i)The successful bidder shall be required to deposit one-fourth of the amount of his bid forthwith on the acceptance of the bid and the remaining three-fourth of the amount of the bid shall be deposited by him within one month of the acceptance of the bid and in case of failure to deposit within the next thirty days interest @ 15% per annum shall be charged retrospectively from the date of acceptance of the bid :Provided that in case of default in depositing the three-fourth amount of bid within the period prescribed above, the one-fourth of the amount of the bid deposited by the bidder shall be forfeited and auction of land shall automatically stand cancelled :Provided further that the board may regularise such auction of land withdrawing the automatic cancellation within a period of ten months from the date of such automatic cancellation if the successful bidder is prepared to pay the three-fourth amount of the bid money plus interest @ 15% per annum upto the regularisation of auction of land and in addition also an amount of penalty at the following rates:-

	Amount of the bid money	Penalty after the date of automatic cancellation
(a)	not exceeding Rs. 5,000/-	Rs. 250/- p.m.
(b)	exceeding Rs. 5,000/- & upto Rs. 10,000/-	Rs. 500/- p.m.
(c)	exceeding Rs 10,000/-	Rs. 1,000/- p.m.
(d) [] [Added by DE/F. 19 (Campaign) DLB/83/7472, dated 1-10-1983, Published in Rajasthan Rajpatra, Part IV-C, Extra-ordinary, dated 20-10-1983, page 128.]	[the amount of penalty mentioned in clause (a), (b) and (c)above shall not exceed the principal amount.] [Added by DE/F. 19 (Campaign) DLB/83/7472, dated 1-10-1983, Published in Rajasthan Rajpatra, Part IV-C, Extra-ordinary, dated 20-10-1983, page 128.]	

(ii)After the expiry of the period of ten months from the date of the said automatic cancellation, the board shall have no power to regularise such auction of land in any case.(iii)The board, if it considers necessary in its interest, may refer the case to the State Government for regularisation even after the expiry of the period mentioned in sub-clauses (i) and (ii) above. The State

Government, after considering the recommendations made by the board, may permit such regularisation on payment by the bidder, the amount of bid plus interest and penalty as provided in sub-clause (i) above upto the month in which the case was referred to State Government by the Board :Provided that after depositing one-fourth of the amount of bid by the successful bidder, if he is restrained/not allowed to deposit the remaining amount by any act to the board or the State Government, as the case may be or resultant to any order of the court or any legal proceedings, the interim period shall not count for the purpose of calculating the amount of such penalty, forfeiture of the one-fourth amount or automatic cancellation of the auction.](g)The bid shall be subject to the sanction of the Chairman of the Municipality in whom are reserved the rights to accept or reject any bid without assigning any reason thereof.[The auction proceedings shall be authenticated jointly by the Chairman/Administrator and the Executive Officer and also if present by the Collector or his representative.] [Added by DE/F. 19 (Campaign) DLB/83/2481-3018, dated 12-1-1983, Published in Rajasthan Rajpatra, Part IV-C, Extra-ordinary, dated 20-10-1983, page 130.](h)Attempt shall be made to ensure that rings are not formed.(i)The officer holding or supervising the auction may at any time cancel bid if he finds it is not free and competitive. Annexure (B)(Rule 17)

1. [The lots shall be drawn by the Committee constituted by the board and the members of the committee shall appoint one of its member as Chairman of the committee. The executive officer shall function as Secretary of the Committee] [Substituted by Notification dated 27-6-2000, Published in Rajasthan Government Gazette Extraordinary Part 6(ka), dated 11-7-2000, page 119].

2. The lots will be drawn on the date, time and place as may be fixed by the Municipality and such lots shall be drawn by one of the persons selected at random from amongst the spectators.

3. The date, time and place fixed for the draw of lots will be given wide publicity.

4. Lots will be drawn separately for different sizes of plots in each scheme, and for different categories of applicants.

5. List of all eligible applicants will be prepared in the following form lot-wise after scrutinising that each applicant is eligible for allotment of a plot under the scheme :-

List No.....Name of the Scheme.....Size of the plot.....Category of applicant.....

S. No.	Name of the applicant with address	Number of the application form as printed on it	Identification number of the applicant	Remarks
--------	------------------------------------	---	--	---------

1

2

3

4

5

Signature of Executive Officer.

6. For the purpose of drawing lots, two boxes of suitable sizes (Box No. 1 & Box No. 2) will be taken. Box No. 1 will contain paper slips

(Rounded up in the shape of balls) bearing the number of the eligible applicants and Box No. 2 will contain paper slips (Rounded up in the shape of balls) bearing the number of the plots to the allottee. Specimen of Slip for Box No. 1

1. Number of the applicant.

2. Number of applications as printed thereon.

3. List No.

4. Serial No. of the applicant on the list

Specimen of Slip for Box No. 2

1. Name of the Scheme.

2. Size of the plot.

3. Number of the plot.

7. After the Municipality has satisfied itself that slips have been duly prepared for all eligible applicants and the available plots for a particular draw, all slips would be converted into balls and will be put into the respective boxes, thereafter the lots will be drawn as per para 2 above Two slips (one from each of the two boxes) will be drawn simultaneously. Separate numbers boxes would be used for the eligible applicants belonging to each category and the boxes would be labelled accordingly.

8. In a draw of lots in which the number of eligible applicants is larger than the number of plots a statement in Form 'A' given below will be used for recording the result of the draw Columns First and Second of the statement will be completed before the draw takes place. Columns 2 to 5 will be completed in respect of each plot as soon as it is drawn in the lots.

9. The successful drawee in respect of each plot will also be announced simultaneously before the gathering. It shall, however, be made clear that the plots will be allotted to the successful applicants after approval of the Municipality. In respect of a draw of lots in which the number of applicants is less than the number of plot available statement in Form 'B' given below will be used for recording the result of draw of lots.

10. As soon as a particular draw of lots is over the Chairman of the Municipality will sign the result of the draw to the same, the case will be submitted to the Municipality for according approval to the allotment of the plots.

11. After the proposal has been approved by the Municipality each successful allottee will be informed of the plot allotted to him, and he will be required to pay the premium etc., under the terms and conditions relating to the allotment.

Form 'A' Name of the Scheme.....Size of plots.....Category of the applicant.....Total number of plots available.....Number of eligible applicants.....

S.No.	Serial No. of plot	Name of the successful drawee in whose favour plot mentioned in Column No. 2 has been drawn	Printed No. of the application of the drawee concerned	Identification number of the application of the drawee concerned	Signature of Chairman
1	2	3	4	5	6

Form 'B' Name of the Scheme.....Size of plots.....Category of the applicant.....Total number of the plots available.....Number of eligible applicants.....

S. No.	Name of the eligible applicants	Printed No. on the application of the applicant	Identification No. of the application of the applicant	No. of the plots drawn	Signature of the Chairman
1	2	3	4	5	6

Annexure 'C' Municipality.....Register for Stray Plots(Rule 24)

S. No.	Ward where plot is situated	Location of the plot	Boundaries and descriptions	Area with length of each side	Remarks
1	2	3	4	5	6

[Schedule to Rule 17(4)] [Substituted by Notification No. F 8(Gr) Rules/LSG/98/4535, dated 3-4-1999, Published in Rajasthan Rajpatra, Part IV-C, Extra-ordinary, dated 7-4-1999.]

S. No.	Category of persons	Plot size not exceeding in Sq. Yds.	Rates to be charged
1	2	3	4
1.	Income below Rs. 1250/- per month	50	25% of the reserved price.
2.	Income Rs. 1250/-per month and above but less than Rs. 3000/- per month	100	50% of the reserved price.
3.	Income Rs. 3000/-per month and above but less than Rs. 4000/- per month	150	Reserved price
4.	Income Rs. 4000/-per month and above but less than Rs. 5000/- per month	200	Reserved price
5.(i)	Army personnel including Ex-servicemen upto the rank of J.C.O. and their families who do not come in above income group. They will be treated under this category	200	Reserved price.
5. [(ii) [Substituted by Notification dated 20-10-2000, Published in Rajasthan Government Gazette Extraordinary Part 6(ka), dated 1-11-2000, page 185.]	Freedom fighter who gets pension from the Central or State Government or her/ his spouse/ son/ daughter	200	Reserved price]

GSR 137. - In pursuance of the rule 17 and sub-rule (1) and rule 26 of the Rajasthan Municipalities (Disposal of Urban Land Rules. 1974) the State Government hereby prescribed the following forms:-[Application form for the Allotment of Land under Rule 17] [Notification No. Tax F. 3(2) 17/LSG/74-3088, dated 17-2-1976, Rajasthan Government Gazette Extraordinary, part IV-C(I), dated 3-3-1976, page 729(1).]Annexure 'D'(Residential Allotment)Municipal Board/Council.....Perpetual LeaseThis Indenture made this day of..... one thousand nine hundred and..... Between the Governor of Rajasthan (hereinafter called "the Lessor" or of the one part and Shri/Shrimati..... (hereinafter called "the lessee" of the second part. Whereas the Lessee has applied to the Lessor for the grant of a lease of the plot of land, belonging to the Lessor, hereinafter described and the Lessor has on the faith of the statements and representations made by the Lessee accepted such application and has agreed to demise the said plot to the Lessee in the manner hereinafter appearing. Now This Indenture Witnesseth that, the consideration of the amount of Rs..... (Rupees..... only) paid towards premium before the execution of these presents the receipt whereof the Lessor hereby acknowledges and of the rent hereinafter reserved

and of the covenants of the part of the Lessee hereinafter contained, the Lessor doth hereby demise unto the Lessee all that plot of land being the residential plot No Block No. in the lay-out plant of ... containing by admeasurement an area of or thereabouts situate which residential plot is more particularly described in the schedule hereunder written and with boundaries thereof for greater clearness has been delineated on the plan annexed to these presents and thereon coloured red (hereinafter preferred to as "the residential plot") together with all rights, easements and appurtenances whatsoever to the said residential plot belonging or appertaining to hold the premises hereby demised unto the Lease in perpetuity from..... day of..... one thousand nine hundred and Yielding and Paying there for yearly ground rent payable in advance of Rs. (Rupees..... only) upto the day of one thousand nine hundred and and thereafter at the rate of two and a half per cent of the premium (the sum already paid and such other sum or sum hereafter to be paid towards premium under the covenants and conditions hereinafter contained) or such other enhanced ground rent as may hereafter be assessed under the covenants and conditions hereinafter clear of all deductions by equal half-yearly payments on the fifteenth day of January and the fifteenth day of July in each year at such place as may be notified by the Lessor for this purpose, from time to time, the first of such payments to be made on the fifteenth day of one thousand nine hundred, and and the rent amounting to Rs..... (Rupees..... only) from the date of the commencement of this Lease to the last mentioned date having been paid before the execution of these presents. Annexure 'E' (Residential Auction)

Municipal Board/Council-Perpetual Lease This Indenture made this day..... of..... one thousand nine hundred and Between the Governor of Rajasthan (hereinafter called "the Lessor") of the one part and Shri/Shrimati..... (hereinafter called "the Lessee") of other part. Whereas the auction was conducted on for the grant of a lease the plot of land, belonging to the Lessor, hereinafter described and was the highest bidder at the auction among the person eligible under the terms and conditions under which the auction was held and the Lessor has on the faith of the statements and representations Lessee accepted the Lessee's application and bid has agreed to demise the said plot to the Lessee in the manner hereinafter appearing. Now this Indenture Witnesseth that in consideration of the premium of Rs..... (Rupees only) out of which the said lessee has paid 75% of the premium amounting to Rs..... (Rupees..... only) before the execution of these presents and has further agreed to deposit the balance of the premium within any demand from Lessor within one year from the date of handing over of possession of the plot i.e. from and the rent hereinafter reserved and of the covenants of the part of the Lessee hereinafter contained, the Lessor doth hereby demise unto the Lessee ALL THAT plot of land being the residential plot No..... Block No..... in the lay-out plan of..... containing by admeasurement an area of or thereabouts situate at..... which residential plot is more particularly described in the schedule hereunder written and with boundaries thereof for greater clearness has been delineated on the plan annexed to these presents and thereon coloured red (hereinafter referred to as "the residential plot") together with all rights, easements and appurtenances whatsoever to the said residential plot belonging or appertaining to Hold the premises hereby demised unto the Lessee in perpetuity from day of..... one thousand nine hundred and Yielding and Paying therefore yearly rent payable in advance of Rs..... (Rupees..... only) upto the..... day of one thousand nine hundred and and thereafter at the rate of two and a half per cent of the premium, or such other enhanced rent as may hereafter be assessed under the covenants and conditions hereinafter contained clear of all deductions by equal

half yearly payments so the fifteenth day of January and the fifteenth day of July in each year at such place as may be notified by the Lessor for this purpose, from time to time, the first of such payments to be made on the fifteenth day of..... one thousand nine hundred and and the rent amounting to Rs..... (Rupees only) from the date of the commencement of this the Lease to last mentioned date having been paid before the execution of these presents. To be Allowed for Two Annexure 'D' & 'E' Subject always to the exceptions reservations, covenants and conditions hereinafter contained, that is to say, as follows :-I. The Lessor excepts and reserves unto himself all mines, minerals, coals, gold-washing, earth and oils quarries in or under the residential plot, and full right and power at all times to do all act and things which may be necessary or expedient for the purpose of searching for, working, obtaining, removing and enjoying the same without providing or leaving any vertical support for surface of the residential plot or for any building for the time being standing thereon provided always that the Lessor shall make reasonable compensation to the Lessee for all damage directly occasioned by the exercise of the rights hereby reserved or any of them.II. The Lessee for himself, his heirs, executors, administrators and assigns covenants with the Lessor in the manner following, that is to say -(1)The Lessee shall pay within such time such additional sum or sums towards premium as may be decided upon by the Lessor on account of the compensation awarded by the Land Acquisition Collector being enhanced on reference or in appeal or both and the decision of the Lessor in this behalf shall be final and binding on the Lessee. The yearly rent of two and a half per cent of the premium hereby reserved shall be calculated on the sum received towards premium by the Lessor before the execution of these presents and on such additional sum or sums payable towards premium as provided herein from..... day of..... one thousand nine hundred and(2)The Lessee shall pay unto the Lessor the yearly rent hereby reserved on the days and in the manner hereinbefore appointed.(3)The Lessee shall, within a period of two years from the days of one thousand nine hundred and (and the time so specified shall be of the essence of the contract) after obtaining sanction to the building plan, with necessary designs, plans and specifications from the proper Municipal or other authority, at his own expense, erect upon the residential plot and complete in a substantial and workman like manner a residential building for private dwelling with the requisite and proper walls, sewers and drains and other conveniences in accordance with the sanctioned building plan and to the satisfaction of such Municipal or other authority.(4)(a)The Lessee shall not sell, transfer, assign or otherwise part with the possession of the whole or any part of the Residential plot except with the previous consent in writing of the Lessor which he shall be entitled to refuse in his absolute discretion :Provided that such consent shall not be given for a period of ten years from the commencement of his Lease unless, in the opinion of the Lessor, exceptional circumstances exist for the grant of such consent :[***] [Deleted '(proviso)' by Notification No. G.S.R. 98, dated 29.2.2008 (w.e.f. 19.12.1975).](b)Notwithstanding anything contained in sub-clause (a) above the lessee may with the previous consent in writing of the Governor of Rajasthan (hereinafter called "the Governor") mortgage or charge the Residential plot to such person as may be approved by the Governor in his absolute discretion ;Provided that in the event of the sale or for closure of the mortgaged or charged property the Lessor shall be entitled to claim and recover the fifty percent of the unearned increase in the value of the residential plot as aforesaid, and the amount of the Lessor's share of the said unearned increase shall be a first charge, having priority over the said mortgage or charge. The decision of the Lessor in respect of the market value of the said Residential plot shall be final and binding on all parties concerned :[***] [Deleted '(Proviso)' by Notification No. G.S.R. 98, dated 29.2.2008 (w.e.f. 19.12.1975).](5)[Lesser right to

recovery of 5% amount of the prevalent reserve price of the residential plot at the time of sale, transfer assignment, or parting with the possession. It shall also apply equally to an involuntary sale or transfer whether it be or through an executing or insolvency court.] [Substituted by Notification No. G.S.R. 98, dated 29.2.2008 (w.e.f. 19.12.1975).](6)Notwithstanding the restrictions, limitation and conditions as mentioned in sub-clause (4)(a) above, the lessee shall be entitled to sublet the whole or any part of the building that may be erected upon the residential plot for purposes of private dwelling only on a tenancy from month to month or for a term not exceeding five years.(7)Whenever the title of the Lessee in the Residential plot is transferred in any manner whatsoever the transferee shall be bound by all the covenants and conditions contained herein and be answerable in all respects therefor.(8)Whenever the title of the Lessee in the Residential plot is transferred in any manner whatsoever the transferee shall, within three months of the transfer, give notice of such transfer in writing to the Lessor.In the event of the death of the Lessee the person on whom the title of the deceased devolves shall, within three months of the devolution, give notice of such devolution to the Lessor.The transferee or the person on whom the title devolves, as the case may be, shall supply the Lessor certified copies of the document(s) evidencing transfer or devolution.(9)The Lessee shall from time to time and at all times pay and discharge all rates, taxes, charges and assessments of every description which are now or may at any time hereinafter during the continuance of this lease be assessed, charged or imposed upon the Residential plot hereby demised or on any buildings to be erected thereupon or on the landlord or tenant in respect thereof.(10)All arrears of rent and other payments due in respect of the Residential plot hereby demised shall be recoverable in the same manner as arrears of land revenue.(11)The Lessee shall in all respects comply with and be bound by the building, drainage and other by laws of the proper Municipal or other authority for the time being in force.(12)The Lessee shall not without sanction or permission in writing of the proper Municipal or other authority erect any building or make any alteration or addition to such building on the Residential plot.(13)The Lessee shall not without the written consent of the Lessor carry on, permit to be carried on, on the residential plot or in any building thereon any trade or business whatsoever or use the same or permit the same to be used for any purpose other than that of private dwelling or do or suffer to be done therein any act or thing whatsoever which in the opinion of the Lessor may be a nuisance, annoyance or disturbance to the Lessor and persons living in the neighbourhood :Provided that, if the Lessee is desirous of using the said Residential plot or the building thereon for a purpose other than that of private dwelling, the Lessor may allow such change of use on such terms and conditions including payment of additional premium and additional rent as the Lessor may in his absolute discretion determine.(14)The Lessee shall at all reasonable times grant access to the Residential plot to the Governor for being satisfied that the covenant and conditions contained herein have been and are being complied with.(15)The Lessee shall on the determination of this Lease peaceably yield up the said Residential plot and the buildings thereon upto the Lessor.III. If the balance of the premium as hereinto before mentioned or the yearly rent hereby reserved or any part thereof shall any time be in arrears and unpaid for one calendar month next after any of days whereon the same shall have become due, whether the same shall have been demanded or not or if it is discovered that this Lease has been obtained by suppression of any fact or by any mis-statement, mis-representation or fraud or if there shall have been in the opinion of the Lessor whose decision shall be final, any breach by the Lessee or by any person claiming through or under him of any of the covenants or contained herein on his part to be observed or performed, then and in any such case, it shall be lawful for the lessor, notwithstanding

the waiver of any previous cause or right of re-entry upon the Residential plot hereby demised and the buildings thereon, to re-enter upon and take possession of the Residential plot and the buildings and fixtures thereon, and thereupon this Lease and every thing herein contained shall cease and determine and the Lessee shall not be entitled to any compensation whatsoever not to the return of any premium paid by him ;Provided that, notwithstanding anything contained herein to the contrary, the Lessor may without prejudice to his right of re- entry as aforesaid and in his absolute discretion, waive or condone breaches, temporarily or otherwise on receipt of such amount and on such terms and conditions as may be determined by him and may also accept the payment of the rent which shall be in arrear as aforesaid together with interest at the rate of 12 per cent per annum.IV. No forfeiture or re-entry shall be effected until the Lessor has served on the Lessee a notice in writing :(a)Specifying the particular breach complained of, and(b)If the breach is capable of remedy, requiring the Lessee to remedy the breach.and the Lessee fails within such reasonable time as may be mentioned in the notice to remedy the breach if it is capable of remedy : and in the event of forfeiture or re-entry the Lessor may, in his discretion, relieve against forfeiture on such terms and conditions as he thinks proper.Nothing in this clause shall apply to forfeiture or re-entry.(a)for breach of covenants and conditions relating to subdivision or amalgamation, erection and completion of building within the time provided and transfer of the Residential plot as mentioned in clause II, or(b)in case this Lease has been obtained by suppression of any fact, mis-representation or fraud.V. The rent hereby reserved shall be enhanced from the first day of January. One thousand nine hundred and ... and thereafter, at the end of each successive period of 15 years, provided that the increase in the rent fixed at each enhancement shall not at each such time exceed 25% of the annual rent payable.VI. In the event of any question dispute or difference, arising under these presents, or in connection therewith (except as to any matters the decision of which is specially provided by these presents) the same shall be referred to the sole arbitration of the Governor or any other person appointed by him. It will be no objection that the arbitrator is a Government Servant and that he has to deal with the matters to which the Lease relates, or that in the course of his duties as a Government servant he has expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties.The arbitrator may, with the consent of the parties, enlarge the time, from time to time, for making and publishing the award.Subject as aforesaid, the Arbitration act, 1940, and the Rules thereunder and any modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this Clause.VII. All notices, orders, directions, consents or approvals to be given under this Lease shall be in writing and shall be signed by such officer as may be authorised by the Governor and shall be considered as duly served upon the Lessee or any person claiming any right to the Residential plot if the same shall have been affixed to any building or erection whether temporary or otherwise upon the Residential plot or shall have been delivered at or sent by post to the then residence, officer or place of business or usual or last known residence, office or place of business of the Lessee or such person.VIII. (a) The powers exercisable by the Lessor under this Lease may be exercised by the Governor. The Lessor may also authorise any other officer to exercise all or any of the powers exercisable by him under this lease.(b)The Governor may authorise any officer or officers to exercise all or any of the powers which he is empowered to exercise under this lease except the powers of the Lessor exercisable by him by virtue of sub-clause (a) above.IX. In this Lease the expression "the Governor" means the Governor of Rajasthan. The said expression shall further include such officer as may be designated by the Lessor to perform the functions of the

Governor under this Lease.X. The expression "the Lessor" and "the Lessee" herein before used shall where the context so admits include, in the case of the Lessor his successors and assign, and in the case of the Lessee his heirs, executors, administrators or legal representatives and the person or persons in whom the leasehold interest hereby created shall for the time being be vested by assignment or otherwise.XI. This lease is granted under the Government Grants Act, 1895 (Act XI of 1895).In witness whereof Shri.....for and on behalf of and by the order and direction of the Lessor has herein to set his hand Shri/Shrimati the Lessee, has hereunto set his/her hand the day and years first above written.The Schedule Above Referred toAll the plots of land being the Residential Plot..... in Block No.....in the lay-out plan of..... sanctioned by Municipal Board/Council Trust by resolution No. dated the..... day of one thousand nine hundred and..... and measuring or thereabouts bounded as follows :-NorthEast.....South.....West.....and shown in the annexed plan and marked with its boundaries in red.

Signed by Shri.....

for and on behalf of and by the order and direction of the Governor of Rajasthan
(Lesser) in the presence of:

1. Shri.....

.....

Signed by Shri/Shrimati

.....

(Lessee) in the presence of :

1. Shri.....

.....

.....

2. Shri.....

.....

Annexure 'F'Commercial(Auction/tenders)Municipal Council/board of.....Perpetual LeaseThis Indenture made this.....day of..... one thousand nine hundred and Between the Governor of Rajasthan (herein after called "the Lessor") of the one part and Shri.....(hereinafter called "the Lessee") of the other part.Whereas as tenders were accepted/auction was conducted onfor the grant of a Lease of the plot of land belonging to the Lessor hereinafter described on the terms contained in the conditions of Auction and the Terms, conditions and covenants contained in the form of perpetual lease.Now this Indenture Witnesseth that, in consideration of the premium of Rs..... (Rupees..... only) paid before the execution of these presents (the receipt whereof the Lessor hereby acknowledges and of the rent hereinafter reserved and of the covenants on the part of the Lessee hereinafter contained, the Lessor doth hereby demise unto the Lessee All THAT plot of land being the plot No..... in the lay out plan of..... containing by admeasurement an area of..... or thereabouts situate at..... which plot is more particularly described in the Schedule I hereunder written and with boundaries thereof for greater clearness has been delineated on the plan annexed to these presents and thereon coloured red (hereinafter referred to a "the plot") together with all rights, easement and appurtenances whatsoever to the said belonging or appertaining to Hold the premises hereby demised unto the Lessee in perpetuity from..... day of..... one thousand nine hundred and Yielding and

Paying therefor yearly rent payable in advance of Rs..... (Rupees..... only) upto the..... day of..... one thousand nine hundred and and thereafter at the rate of 5 per cent of the premium or such other enhanced rent as may hereafter be assessed under the covenants and conditions hereinafter contained clear of all deductions by equal half yearly payments on the fifteenth day of January and the fifteenth day of July in each year the first of such payments to be made on the fifteenth day..... one thousand nine hundred and and the rent amounting to Rs..... (Rupees only) from the date of the Commencement of this lease to the last mentioned date having been paid before the execution of these presents. Subject always to the exceptions reservations, covenants and conditions hereinafter contained that is to say, as following ;-

I. The Lessor excepts and reserves unto himself all mines, minerals, coals, gold-washing, earth oils and quarries in or under the plot, and full right and power at all times to do all acts and things which may be necessary or expedient for the purpose of searching for, working, obtaining, removing and enjoying the same without providing or leaving any vertical support for surface of the plot or for any building for the time being standing thereon provided always that the Lessor shall make reasonable compensation to the Lessee for all damage directly occasioned by the exercise of the rights hereby reserved or any of them.

II. The Lessee for himself, his heirs, executors, administrators and assigns covenants with the Lessor in the manner following, that is to say -(1) The Lessee shall pay unto the Lessor the yearly rent hereby reserved on the days and in the manner herein before appointed. (2) The Lessee shall not deviate in any manner from the lay-out plan nor alter the size of the plot whether by sub-division amalgamation or otherwise, unless specifically permitted to do so by the Lessor. (3) (a) The Lessee shall, within a period of two years from the..... day of..... on thousand nine hundred and (and the time so specified shall be the essence of the contract) after obtaining designs, plans and specification, from the proper Municipal or other authority Urban Improvement Trust, at his own expense, erect upon the plot and complete in a substantial and workman like manner a commercial building with the requisite and proper walls, sewers and drains and other conveniences in accordance with the sanctioned building plan and to the satisfaction of such Municipal Council/Board or other authority. (b) The architectural restrictions to be observed in regard to the construction of the building will be as given in drawing No annexed hereto as Schedule II. (4) (a) The Lessee shall not sell transfer assign or otherwise part with the possession of the whole or any part of the commercial plot except with the previous consent in writing of the Lessor which he shall be entitled to refuse in his absolute discretion : Provided that such consent shall not be given for a period of ten years from the commencement of this Lease unless in the opinion of the Lessor, exceptional circumstances exist for the grant of such consent: Provided Further that in the event of the consent being given the Lessor may impose such terms and conditions as he thinks fit and the Lessor shall be entitled to claim and recover a portion of the unearned increase in the value (i.e. the difference between the premium paid and the market value) of the plot at the time of sale, transfer, assignment or parting with the possession, the amount to be recovered being fifty per cent of the unearned increase and the decision of the Lessor or in respect of the market value shall be final and binding : Provided further that the Lessor shall have the pre-emptive right to purchase the property after deducting fifty per cent of the unearned increase as aforesaid. (b) Notwithstanding anything contained in sub-clause (a) above, the Lessee may, with the previous consent in writing of the Governor of Rajasthan (hereinafter called "the Governor") Mortgage or charge the plot to such person as may be approved by the Governor in his absolute discretion : Provided that, in the event of the sale or foreclosure of the mortgaged or charged

property, the Lessor shall be entitled to claim and recover the fifty per cent of unearned increase in the value of the plot as aforesaid, and the amount of the Lessor's share of the said unearned increase shall be a first charge, having priority over the said mortgage or charge. The decision of the Lessor in respect of the market value of the said plot shall be final and binding on all parties concerned :Provided further that the Lessor shall have the pre-emptive right to purchase the mortgaged or charged property after deducting fifty per cent of the unearned increase as aforesaid.(5)[Lesser right to recovery of 5% amount of the prevalent reserve price of the residential plot at the time of sale, transfer, assignment, or parting with the possession. It shall also apply equally to an involuntary sale or transfer. Whether it be or through an executing or insolvency court.] [Substituted by Notification No. G.S.R. 98, dated 29.2.2008 (w.e.f. 19.12.1975).](6)Notwithstanding the restrictions, limitation and conditions as mentioned in such Clause (4)(a) above: the Lessee shall be entitled to sub let the whole or any part of the building that may be erected upon the plot for purpose specified in plan referred to in Clause II 3(b) on a tenancy from month to month or for a term not exceeding five years.(7)Whenever the title of the Lessee in the plot is transferred in any manner whatsoever the transferee shall be bound by all the covenants and conditions contained herein and be answerable in all respects therefor.(8)Whenever the title of the Lessee in the plot is transferred in any manner whatsoever the transferrer and the transferee shall, within three months of the transfer given notice of such transfer in writing to the lessor.In the event of the death of the Lessee the person on whom the title of the deceased devolves shall, within three months of the devolution, give notice of such devolution to the lessor.The transferee of the person on whom the title devolves, as the case may be. shall supply the Lessor certified copies of the document(s) evidencing the transfer, or devolution.(9)The lessee shall from time to time and at all times pay and discharge all rates, taxes, charges and assessments of every description which are now or may at any time hereafter during the continuance of this Lease be assessed, charged or imposed upon the plot hereby demised or on any buildings to be erected or on the landlord or tenant in respect thereof.(10)All arrears of rent and other payments due in respect of the plot hereby demised shall be recoverable in the same manner as arrears of land revenue.(11)The Lessee shall in all respects comply with and be bound by the building, drainage and other bye-laws of the proper Municipal or other authority for the time being in force.(12)The Lessee shall not without sanction or permission in writing of the proper municipal or other authority erect any building or make any alteration or addition to such building on the plot.(13)The Lessee shall not without the written consent of the Lessor carry on or permit to be carried on, on the plot or in any building thereon any trade or business or manufacture which in opinion of the lessor may be noisy, toxious or offensive or the same or permit the same to be used for any purpose other than those specified or do or suffer to be done therein any act or =thing whatsoever which in the opinion of the Lessor may be a nuisance, at annoyance or disturbance to the Lessor or the persons having in the neighbourhood :Provided that, if the Lessee is desirous of using the said plot or the building thereon for a purpose other than those specified the Lessor may allow such change of use on such terms and conditions including payment of additional premium and additional rent, as Lessor may in his absolute discretion determine.(14)The Lessee shall at all reasonable times grant access to the plot to the Governor for being satisfied that the covenants and conditions contained herein have been and are being complied with.(15)The Lessee shall on the determination of this Lease peaceably yield up the said plot and the buildings thereon unto the Lessor.(16)The Lessee will at all time during the continuance of this lease keep the building on the said plot of land in a good and substantial state of repair to the

satisfaction of the Governor or some other officer duly authorised by him in this behalf.III. If the yearly rent hereby reserved or any part thereof shall at any time be in arrear and unpaid for one calendar month next after any of the days whereon the same shall have become due, whether the same shall have been demanded or not or if it is discovered that this Lease has been obtained by suppression of any fact or by any misstatement, mis-representation or fraud or if there shall be, in the opinion of the Lessor, whose decision shall be final any breach by the Lessee or by any person claiming through or under him of any of covenants or conditions contained herein and on his part to be observed or performed, then and in any such case, it shall be lawful for the lessor, notwithstanding the waiver of any previous cause or right of re-entry upon the plot hereby demised and the building thereon, to re-enter upon and take possession of the building and the building and fixtures thereon, and thereupon this lease and every thing herein contained shall cease and determine and the lessee shall not be entitled to any compensation whatsoever nor to the return of any premium paid by him :Provided that, notwithstanding anything contained herein to the contrary, the Lessor may without prejudice to his right to re-entry as aforesaid, and in his absolute discretion, waive, or condone breaches, temporarily or otherwise on receipt of such amount and on such terms and condition as may determined by him and may also accept the payment of the rent which shall be in arrear as aforesaid together with interest at the rate of 12 per cent per annum.IV. No forfeiture or re-entry shall be effected until the Lessor has served on the lessee a notice in writing-(a)specifying the particular breach complained of, and(b)if the breach is capable of remedy, requiring the lessee to remedy the breachand the lessee fails within such reasonable time as may be mentioned in the notice to remedy the breach if it is capable of remedy; and in the event of forfeiture of re-entry the Lessor may, in his discretion relieve against forfeiture on such terms and conditions as he thinks proper.Nothing in this clause shall apply to forfeiture or re-entry-(a)for breach of covenants and conditions relating to subdivision or amalgamation, erection and completion of building within the time provided and transfer of the plot as mentioned in clause II, or(b)in case this lease has been obtained by suppression of any fact, mis-statement, mis-representation or fraud.V. The rent hereby reserved shall be enhanced from the first day of January One thousand nine hundred.....and thereafter at the end of each successive period of 15 years, and on each sale or transfer provided that the increase in the rent fixed at each enhancement shall not at each such time exceed 25% of the rent payable.VI. In the event of any question, dispute or difference, arising under these presents, or in connection therewith (except as to any matters the decision of which is specially provided by these presents); the same shall be referred to the sale arbitration of the Governor or any other person appointed by him. It will be no objection that the arbitrator is a Government Servant and that he has to deal with the matters to which the lease relates, or that in the course of his duties as a Government Servant he has expressed views on all or any of the matters In dispute or difference. The award of the arbitrator shall be final and binding on the parties.The arbitrator may, with the consent of the parties, enlarge the time, from time to time, for making and publishing the award.Subject as aforesaid, the Arbitration Act, 1940, and the Rules, thereunder and any modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this Clause.VII. All notices, orders, directions, consents or approvals to be given under this lease shall be in writing and shall be signed by such officer as may be authorised by the Governor and shall be considered as duly served upon the lessee or any person claiming any right to the plot if the same shall have been affixed to any building or erection whether temporary or otherwise upon the plot or shall have been delivered at or sent by post to the then residence, office

or place of business or usual or last known residence, office or place of business of the lessee or such person.VIII. (a) All powers exercisable by the lessor under this lease may be exercised by the Governor. The lesser may also authorise any other officer or officers to exercise all or any of the powers exercisable by him under this lease.(b)The Governor may authorise any officer or officers to exercise all or any of the powers which he is empowered to exercise under this lease except the powers of the lessor exercisable by him by virtue of sub-clause (b) above.IX. In this lease, expression, "the Governor" means the Governor of Rajasthan. The said expression shall further include such officer as may be designated by the lessor to perform the functions of the Governor under this lease.X. The expression "the Lessor" and "the Lessee" hereinbefore used shall where the context so admits include, in the case of the Lessor his successors and assigns, and in the case of the Lessee his heirs, executors, administrators or legal representatives and the person or persons in whom the lease hold interest hereby created shall for the time being be vested by assignment or otherwise.XI. This lease is granted under the Government Grants Act, 1895 (Act XV of 1895).In witness whereof Shri..... for and on behalf of and by the order and direction of the Lessor has hereunto set his hand and Shri.....the Lessee, has hereunto set his hand the day and year first above written.The Schedule-I Above Referred toAll that plot of land being the plot No.....in Block No. in the lay-out plan of Council/Board..... sanctioned by the Municipal Board by Resolution No..... dated the day of one thousand nine hundred and.....and measuring..... or thereabouts bounded as follows

:-North.....East.....South.....West.....and shown in the annexed plan and marked with its boundaries in red,The Schedule-I Above Referred toSigned by Shri.....for and on behalf of.....and by the order and direction of the Governor of Rajasthan (Lessor) in the presence of:(1)Shri.....Signed by Shri/Shrimati.....(Lessee)In the presence of
:(1)Shri.....(2)Shri.....Annexure
(G)Allotment of land for purposes other than Residential, Commercial & Industrial)Municipal Board/council.....Perpetual LeaseThis Indenture made this.....day of.....one thousand nine hundred and.....between the Governor of Rajasthan (hereinafter called "the Lesser") of the one part and Shri/Shrimati (Hereinafter called "the Lessee") of the second part.Whereas the Lessee has applied to the Lessor for the grant of a lease of the plot of land belonging to the Lessor, hereinafter described and the Lessor has on the faith of the statements and representations made by the Lessee accepted such application and has agreed to demise the said plot to the Lessee in the manner hereinafter appearing.Now this Indenture witnesseth that, in consideration of the amount of Rs. (Rupees.....only) paid toward premium before the execution of these presents the receipt (whereof the Lessor hereby acknowledges) and of the rent hereinafter reserved, and of the Covenants on the part of the Lessee hereinafter contained, the Lessor will hereby demise unto the Lessee All that plot of land being the plot No..... Block No..... in the lay-out plan of..... Containing by Admeasurement of area of..... or thereabouts.situate at..... Which is more particularly described in the Schedule hereunder written and with boundaries thereof for greater clearness has been delineated on the plan annexed to these presents and thereon coloured red (hereinafter referred to as "the plot") together with all rights, casements and appurtenances whatsoever to the said plot belonging or appertaining to hold the premises hereby demised unto the Lessee in perpetuity...day of...one thousand nine hundred and..... Yielding and Paying therefore yearly rent payable in advance of Rs..... (Rupees.....only) upto the day of..... one thousand nine hundred and.....and thereafter at the rate of 5% of the premium the sum already

paid and such other sum or sums hereafter to be paid towards premium under the covenants and conditions hereinafter contained clear of all deductions by equal half yearly payments on the fifteenth day of July in each year at the place as may be notified by the Lessor for this purpose, from time to time of..... one thousand nine hundred and..... and the rent amounting to Rs..... (Rupees.....only) from the date of the commencement of this lease the last mentioned date having been paid before the execution of these presents. Subject always to the exceptions, reservations, covenants and conditions hereinafter contained, that is to say, as follows :-I. The Lessor excepts and reserves unto himself all mines, minerals, coals, gold-washing, earth oils and quarries in or under the plot, and full right and power at all times to do all acts and things which may be necessary or expedient for this purpose of searching for, working, obtaining, removing and enjoying the same without providing or leaving any clerical support for the surface of the plot or for any building for the time being standing thereon provided always that the Lessor shall make reasonable compensation to the Lessee for all damage directly occasioned by the exercise of the rights hereby reserved or any of them.II. The Lessee for himself, his heirs, executors, administrators and assigns covenants with the Lessor in the manner following, that is to say -(1)The Lessee shall pay within such time such additional sum or sums towards premium as may be decided upon by the Lessor on account of the compensation awarded by the Land Acquisition Collector being enhanced on reference or in appeal or both and the decision of the Lessor in this behalf shall be final and binding on the Lessee. The yearly rent of 5% of the premium hereby reserved shall be calculated on the sum received towards premium by the Lessor before the execution of these presents and on such additional sum or sums payable towards premium as provided herein from..... day ofone thousand nine hundred and.....(2)The Lessee shall pay unto the Lessor the yearly rent hereby reserved on the days and in the manner hereinbefore appointed.(3)The Lessee shall not deviate in any manner from the lay-out plan nor alter the size of the plot whether by sub-division, amalgamation or otherwise.(4)The Lessee shall within a period of two years from the..... day of.....one thousand nine hundred and..... (and the time so specified shall be of the essence of the contract) after obtaining sanction to the building plan, with necessary designs, plans and specifications from the proper Municipal or other authority, at his own expense erect upon the said plot and complete in a substantial and workmanlike manner building for carrying on the approved use with the requisite and proper walls, sewers and drains and other conveniences in accordance with the sanctioned building plan and to the satisfaction of such municipal or other authority.(5)The Lessee shall not sell, transfer, assign or otherwise part with the possession of the whole or any part of the said plot.(6)Whenever the title of the lessee in the said plot is transferred in any manner whatsoever the transferee shall be bound by all the covenants and conditions contained herein and be answerable in all respects therefor.(7)Whenever the title of the Lessee in the said plot is transferred in any manner whatsoever the transferee shall, within three months of the transfer give notice of such power in writing to the Lessor. In the event of the death of the person on whom the title of the deceased devolves shall, within three months of the devolution, give notice of such devolution to the Lessor. The transferee or the person on whom the title devolves, as the case may be, shall supply the Lessor certified copies of the document(s) evidencing the transfer or devolution.(8)The Lessee shall from time to time and at all times pay and discharge all rates, taxes, charges and assessments of every description which are now or may at any time hereafter during the continuance of this Lease be assessed, charged or imposed upon the plot hereby demised or on any building to be erected thereupon or on the landlord or tenants in respect thereof.(9)All arrears of

rent and other payments due in respect of the said plot hereby demised shall be recoverable in the same manner as arrears of land revenue.(10)The Lessee shall in all respects comply with and be bound by the building, drainage and other bye-laws of the proper Municipal or other authority for the time being in force.(11)The Lessee shall not without sanction or permission in writing of the proper municipal or other authority erect any building or make any alteration or addition to such building on the said plot.(12)The Lessee shall not without the written consent of the Lessor use, or permit to be used, the said plot or any building thereon for any other purpose whatsoever or use the same or permit the same to be used for any purpose other than that.....o Such other purposes as may be approved from time to time by the Governor or do or suffer to be done therein any act or thing whatsoever which in the opinion of the Lessor may be a nuisance, annoyance or disturbance to the Lessor and persons living in the neighbourhood :Provided that, if the Lessee is desirous of using the said plot or the building thereon for a purpose other than that or agreed upon as may be approved from time to time, Lessor may allow such change or use on such terms and conditions, including payment of additional premium and additional rent, as the Lessor may in his absolute discretion determine.(13)The Lessee shall at all reasonable times grant access to the Residential plot to the Governor for being satisfied that the covenants/and conditions contained herein have been and are being complied with.(14)The Lessee shall on the determination of this Lease peaceably yield up the said plot and the buildings thereon unto the Lessor.III. If the sum or sums payable towards the premium or the yearly rent hereby reserved or any part thereof shall at any time be in arrears and unpaid for one calendar month next after any of the days whereon the same shall have become due whether the same shall have been demanded or not, or if it is discovered that this Lease has been obtained by suppression of and fact or by any mis- statement, mis-representation or fraud or if there shall have been in the opinion of the Lessor, whose decision shall be final, any breach by the Lessee or by any person claiming through or under him of the covenants or conditions contained herein and on his part to be observed or performed, then and in any such case it shall be lawful for the Lessor, notwithstanding the waiver of previous cause or right of re-entry upon the said plot hereby demised and the buildings thereon, to enter upon and take possession of the said plot and the buildings and fixtures thereon, and thereupon this Lease and every thing therein contained shall cease and the lessor shall not be entitled to any compensation whatsoever on the return of any premium paid by him :Provided that, notwithstanding anything contained herein to the contrary, Lessor may without prejudice to his right to re-entry as aforesaid, and in his absolute discretion, waive or condone breach, temporarily or otherwise, on receipt of such amount and on such terms and conditions as may be determined by him and may also accept the payment of the said sum or sums or the rent which shall be in arrear as aforesaid together with interest at the rate of 12% per annum.IV. No forfeiture or re-entry shall be effected until the Lessor has served on the Lessee a notice in writing-(a)specifying the particular breach complained of, and(b)if the breach capable of remedy requiring the Lessee to remedy the breach,and the Lessee falls within such reasonable time as may be mentioned in the notice to remedy the breach if it" is capable of remedy; and the event of forfeiture or re-entry the Lessor may, in his discretion relieve against forfeiture on such terms and conditions as he thinks proper.Nothing in this clause shall apply to forfeiture or re-entry.(a)for breach of covenants and conditions relating to subdivision or amalgamation, erection and completion of building within the time provided and transfer of the plot as mentioned in Clause II, or(b)in case this Lease has been obtained by suppression any fact, mis-statement, mis-representation or fraud.V. The rent hereby reserved shall be enhanced from the first day of

January One thousand nine hundred and...and thereafter at the end of each successive period of 15 years, provided that the increase in the rent fixed at each enhancement, shall not at each such time exceed 25% of the rent payable.VI. In the event of any question, dispute or difference, arising under these presents, or in connection therewith (except as to any matters the decision of which is specially provided by these presents), the same shall be referred to the sole arbitration of the Governor or any other person appointed by him it shall be no objection that the arbitrator is a Government Servant, and that he has to deal with the matters to which the Lease relates or that in the course of his duties as a Government Servant he has expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties. The arbitrator may, with the consent of the parties, enlarge the time from time to time, for making and publishing the award. Subject as aforesaid, the arbitration Act, 1940 and the Rules thereunder and any modifications thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.VII. All notices, orders, directions, consents or approvals to be signed by such officer as may be authorised by the Governor and shall be considered as duly served upon the Lessee or any person claiming any right to the plot if the same shall have been affixed to any building or erection whatever temporary or otherwise upon the plot or shall have been delivered at or sent by post to the than residence, office or place of business or last known residence, office or place of business of the Lessee or such person.VIII. (a) All powers exercisable by the Lessor under this Lease may be exercised by the Governor. The Lessor may also authorise any other officer or exercise all or any of the powers exercisable by him under this Lease.(b)The Governor may authorise any officer or officers to exercise all or any of the powers which he is employed to exercise under this lease except the powers of the Lessor exercisable by him by virtue of sub-clause (a) above.IX. In this Lease the expression "the Governor" means the Governor of Rajasthan. The said expression shall further include such officer as may be designated by the Lessor to perform the functions of the Governor under this Lease.X. In this Lease the expression "the Lessor", "the Lessee" herein be force used shall where the context so admits include, in the case of the Lessor his successors and assigns, and in the case of the Lessee his heirs, executors, administrators or legal representatives and the person or persons in whom the lease hold interest hereby created shall for the time being be vested by assignment or otherwise.XI. This Lease is granted under the Government Grants Act, 1895 (Act XV of 1895).In witness whereof Shri..... for and on behalf of any by order and direction of the Lessor has hereunto set his hand and Shri/Shrimati..... the Lessee, has hereunto set her her hand the day and year first above written,The Schedule Above Referred toAll that plot of land being the plot No.....in Block No.....Sanctioned by the Municipal Council/Board by Resolution No. dated the.....day of.....one thousand nine hundred and..... or thereabouts bounded as follows :North.....East.....South.....West.....as shown in the annexed plan and marked with its boundaries in red.

Signed by Shri.....

for and on behalf of and by the order and direction of the Governor of Rajasthan in the presence of:

1. Shri.....

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Signed by Shri/Shrimati

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(Lessee)

1. Shri.....

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2. Shri.....

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