

Rajasthan Nazul/Devsthan Building (Disposal by Public Auction) Rules, 1967

RAJASTHAN

India

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Rule

RAJASTHAN-NAZUL-DEVSTHAN-BUILDING-DISPOSAL-BY-PUBLIC-A of 1967

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Rajasthan Nazul/Devsthan Building (Disposal by Public Auction) Rules, 1967 Notification No. F. 1(i) OSD/GAD/NAZ/66 dated 25-8-1967 Published in Rajasthan Gazette Part 4-(C) dated 26th October 1967 page 777 to 797 Note: (1) As per Notification dated 25-7-2001, the word "Nazul" has been replaced by "Nazul/Devsthan" throughout these rules, but no separate footnotes have been given for this amendment. (2) In the footnotes appearing hereinafter, amending notifications have been referred to by serial No. as given to them above. (3) Many amendments have been made, the text of which has appeared in Hindi only in the Gazette, hence they are incorporated by translating them into English by the Author for convenience of the readers. Subject:- Procedure to be adopted by the Committees constituted for the auction or sale [disposal/management] [Inserted by F. 30(2) Cal. 74, dated 3-2-1977; Rajasthan Gazette Part IV-C(I), dated 24-2-1977, p. 683-689.] of Nazul/Devsthan Buildings. In order to carry out smoothly the disposal of Nazul/Devsthan Buildings in the State, the State Government hereby frames the following Rules, namely:-

1. Short title and commencement.

(1) These rules may be called the Rajasthan Nazul/Devsthan Buildings (Disposal by Public Auction) Rules, 1967. (2) They shall come into force at once. Explanation. - The term "Devsthan Property" has been explained in the Notification dated 25th July, 2001 as "such properties of Devsthan Department which are not in the name of idols of temples but are vested in the Devsthan Department."

2. Disposal of Nazul/Devsthan Buildings by order of Government.

- [(1) No Nazul/Devsthan Building or any portion thereof shall be sold or auctioned without prior sanction of the Government, but where the reserve price of the Nazool/Devsthan building or any portion thereof as assessed by the P.W.D. is less than Rupees ten lakhs the Collector may sell or auction such building or any portion thereof without prior sanction of the Government] [Substituted by Notification dated 13-4-1998, Published in R.G.Gazette Part IV(ga), dated 30-4-1998, p.7-Hindi [13-4-1998].].(2)When a Committee constituted for the disposal of Nazul/Devsthan Buildings (Vide Government Order No. F 5(4) O & M/67, dated 3-2-67) decides to dispose of any un-serviceable, uneconomic or surplus Nazul/Devsthan Building situated in its area, it shall submit its proposal to the Chief Secretary to the Government of Rajasthan for conveying Government sanction in the matter.(3)Such a proposal shall be accompanied by full particulars as to the dimensions, area of the built up portion, area of open land apartment thereto, the estimated market value of the built up structure and the land and the reserve price of Nazul/Devsthan Buildings.(4)Proposal of Sub-Divisional Committee shall be submitted through the District Committee.

3. Register of Nazul/Devsthan Buildings to be deposited of.

- (1) Every Committee constituted as aforesaid, shall maintain a register in the Form "A" in which entries will be made from time to time.(2)The Chairman of the Committee shall attest the entries in the Register from time to time.

4. Sale by whom and how made.

- (1) Sale of a Nazul/Devsthan Building shall be affected by public auction.(2)As soon as the Government sanction is conveyed for the disposal of any Nazul/Devsthan Building, the Committee shall appoint an officer of the Revenue Department, not below the rank of a Revenue Inspector, to conduct the sale thereof, by public auction.

5. Proclamation of sale.

- (1) Whether any Nazul/Devsthan Building is ordered to be sold a proclamation of the intended sale be issued in Hindi in the [Appendix B] [Substituted by Notification dated 1-10-1988, Published in R.G.Gazette Part IV(ga), dated 29-12-1988, p.381 [5-12-1988].] under the signature of the Chairman of the Disposal Committee.(2)Such proclamation state the time and place of sale and specify as fairly and accurately as possible :(a)the location and full particulars of the Nazul/Devsthan Building intended to be sold:(b)the estimated value of such building; and(c)any other particulars which the Committee may consider material for purchaser to know in order to judge the nature and value of the property.

6. Mode of making proclamation.

- (1) The proclamation shall be made and published at some place on or adjacent to the Nazul/Devsthan Building intent to be sold by beat of drum or any other customary mode and a copy of the order shall be affixed on a conspicuous part of the property and then upon the notice board of the office of the Chairman of the Committee issuing the proclamation. (2) Where the Committee so directs, such proclamation may also be published in the Official Gazette or in the local newspaper or in both. (3) Separate proclamation shall be issued in respect of each Nazul/Devsthan Building proclamation to be auctioned by the committee. (4) Where a Nazul/Devsthan Building is in the possession of a tenant a copy of the proclamation of sale issued by the Committee shall also be served upon such tenant by means of registered post.

7. The time of sale.

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

8. Adjournment of sale.

- (1) The member of the Committee who may be authorised by the Committee to supervise any auction proceedings may adjourn any sale hereunder to a specified day and hour but not beyond seven days, if the price offered at such sale is below the reserve price and there is possibility of getting higher bid on the adjourned date. (2) The Committee may, in its discretion adjourn any sale hereunder to a specified day and hour. Where a sale is to adjourn for a longer period than seven days, a fresh proclamation of sale have to be issued.

9. Security deposit by bidder.

- [(1) Every bidder at the auction shall have to deposit the amount equal to 10% of the reserve price of the property put to auction as security money before he is allowed to bid at the auction] [Substituted by Notification dated 1-10-1988, Published in R.G.Gazette Part IV(ga), dated 29-12-1988, p.381 [1-10-1988].] (2) Security money of unsuccessful bidders will be refunded at the close of the auction.

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

(1) The highest bidder who is declared to be the purchaser by the officer conducting the sale subject to the acceptance of the offer by the Committee, shall pay immediately after such declaration a deposit of twenty five percent of the amount of his purchase money, less the amount already deposited by him as security under Rule 9 to the officer conducting the sale and in default of such deposit his security money shall be forfeited to the Government and the property shall forthwith be re-sold: (A) [If such Nazul/Devsthan Building is in possession of Central Government, autonomous

bodies like Municipalities, Urban Improvement Trust, such bodies will have the option to purchase such buildings at current market value to be determined through negotiations] [Substituted by F. 30(2) Cal. 74, dated 3-2-1977; Rajasthan Gazette Part IV-C(I), dated 24-2-1977, p. 683-689.](2)The officer conducting the sale shall deposit the part of purchase money received under sub-rule (1) in the Government Treasury sub-sale proceedings and the Treasury receipt to the Committee.(3)[The purchase money shall be deposited under the budget head approved by the Finance Department.] [Substituted by F. 30(2) Cal. 74, dated 3-2-1977; Rajasthan Gazette Part IV-C(I), dated 24-2-1977, p. 683-689.]

11. Acceptance of bid by the Committee.

(1)Upon receiving the report under Rule 10(2) from the officer conducting the sale, the Chairman of the Disposal Committee shall inform the Chief Secretary to Government of Rajasthan regarding the highest bid obtained at such auction sale in the prescribed Form "D", and shall convene a meeting of the Disposal Committee within a month of the auction to consider the offer.(2)If the Disposal Committee is of the opinion that the price at which the property has been knocked down is a fair and reasonable price of the Nazul/Devsthan Building, it may approve the sale and convey its approval to the purchaser by registered post.(3)If the Committee does not consider the price to be adequate, it may reject the highest bid and order fresh proclamation of sale to be issued.(4)Where the Nazul/Devsthan property situated in a Sub-Division is auctioned at a price exceeding Rs. 15,000/-, the Sub- Divisional Committee shall obtain the approval of the District Committee before conveying approval to the purchaser, in pursuance of the Government Order No. F. 6(11) F. D./A & 1/67, dated 13-6-67.(5)Where a sale is not approved by the Committee the purchaser shall be entitled to repayment of the deposit made by him.

12. Time for payment in full of purchase money.

(1)The full amount of the purchase money shall be paid by the purchaser in Government Treasury of Sub-Treasury under the head mentioned in Rule 10(3) and the Treasury receipt thereof shall be submitted to the Chairman of the Committee within fifteen days from the date of notice conveying the approval of the Committee under sub-rule (2) of Rule 11.(2)Where the purchaser happens to be a tenant of the Nazul/Devsthan Building put to auction, and the desires to pay the remaining price by installments, he shall have to execute an agreement in Form "D" and deliver it to the Chairman of the Committee within 15 days of the date of notice conveying the approval of the Committee, undertaking to pay such amount together with interest @ 9% p.a. in equated annual installments not exceeding nine in number, the first installment falling due for payment after the expiry of one year from the date of acceptance of the officer by the Committee.

13. Procedure in default of payment.

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

to the property or to any part of the sum for which it may subsequently be sold.(2)Every re-sale of a Nazul/Devsthan Building, in default of payment of purchaser money or failure to execute the prescribed agreement, as the case may be, within the period allowed for such payment or execution and delivery of such agreement, shall be made after the issue of a fresh proclamation in the manner and for the period herein before prescribed for the sold.(3)Any deficiency of price which may happen on a re-sale by reason of the purchaser's default and all expenses attending such re-sale, shall be recoverable from the defaulting purchaser.

14. Rejection of offer by State Government.

- The State Government reserves to itself the right to reject any bid without assigning any reason therefor, or to withdraw any Nazul/Devsthan Building from auction at any time without assigning any reason.

15. Sale when to become absolute.

(1)Where full price of the Nazul/Devsthan Building put to sale by public auction has been deposited by the purchaser within the time specified in sub-rule (1) of Rule 12, the committee shall make an order confirming the sale and thereupon the sale shall become absolute.(2)Where a tenant of the Nazul/Devsthan Building has executed agreement specified in sub-rule (2) of Rule 12, the Committee shall make an order confirming the sale and convey its decision to the purchaser by registered post. Such purchaser shall have to execute a mortgage deed and get it duly registered at his own expense in respect of the remaining purchase money in Form "E" and shall deliver it to the Chairman of the Committee and thereupon the sale shall become absolute.

16. Certificate to purchaser.

(1)Where a sale of Nazul/Devsthan property has become absolute, the Chairman of the committee shall, on behalf of the Governor, grant a certificate of the property in Form "F" specifying the details of the property sold and the name of the person who at the time of the sale is declared to be the purchaser.(2)Such sale certificate shall be written on requisite non-judicial stamps to be furnished by the purchaser and shall bear the date on which the sale became absolute. The expenses of registration of such sale certificate shall also be borne by the purchaser.

17. Restriction on bidding or purchase by officers.

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

18. Delivery of possession.

- When a sale certificate has been issued in the name of the purchaser, the Chairman of the Committee shall, on the application of the purchaser, order delivery of possession to be made by

putting such purchaser or any person whom he may appoint to receive delivery on his behalf, in possession of the Nazul/Devsthan Property sold, or where such property is in the occupancy of a tenant, the Chairman of the Committee shall serve a notice by registered post upon such occupant intimating that the right, title and interest of the Government in the property has been transferred to the purchaser.

19. [Constitution of Apex committee, its powers and functions. [Inserted by F. 30(2) Cal. 74, dated 3-2-1977; Rajasthan Gazette Part IV-C(I), dated 24-2-1977, p. 683-689.]

- (i) The State Government hereby constitutes a Committee at the State level, herein after called Apex Committee, consisting of the following officers, namely:-

- | | |
|--|---------------------|
| 1. Special Secretary, Finance | Chairman |
| 2. Addl. Chief Engineer, PWD Building | Member |
| 3.[Special Secretary, GAD [Substituted by Notification F. 30(2) Cal 175, dated 23-8-1979; Rajasthan Gazette Part IV-C (I), dated 24-1-1980.] | Member
convener] |

(ii)The Apex Committee shall have the following powers and functions, namely:- (a)It shall decide cases of such Nazul/Devsthan buildings which are no auctioned under these rules for one reason or the other and also such cases of Nazul/Devsthan buildings where tenants authorised/unauthorised and trespassers, are in possession/occupation of such buildings and paying low rent or no rent at all. The Committee shall decide whether such Nazul/Devsthan Building is to be sold, auctioned or to be retained. In this connection the Apex Committee shall take decision and act upon in accordance with the provision (four point formula) as laid down in Appendix "G" of these Rules. (b)It shall issue directions to the concerned authorities as it may deem proper for the maintenance/management of Nazul/Devsthan Buildings regarding which decision of not selling has been taken under clause (a) above. (c)It shall have powers to revise the rate of rent after every fifth year of such Nazul/Devsthan Buildings regarding which it has been decided that they are not to be sold under clause (a) above. This revision of rent will be equal to the current market rate of rent to be assessed by the Executive Engineer, PWD concerned.] Additional Members: - It is provided in Notification dated 25-7-2001 that in the matter of maintenance and acquittance the following shall be additional members:- (a)Secretary/special Government Secretary, Revenue Department; and (b)Commissioner Devsthan Department, Udaipur.

20. [] [Renumbered by F. 30(2) Cal. 74, dated 3-2-1977; Rajasthan Gazette Part IV-C(I), dated 24-2-1977, p. 683-689.] Supersession.

- All existing Rules and orders in force at the commencement of these Rules shall, upon commencement, stand superseded. Such supersession shall not, however, in any way affect anything previously done or action previously taken under or in pursuance of the existing Rules so superseded. Appendices Form A (Rule 3(1) Register of Nazul/Devsthan Buildings to be disposed of within the jurisdiction of District Committee District Sub-Division Sub-Divisional

- 1. S. No.**
- 2. Particulars of Nazul/Devsthan Building and the name by which hitherto been known.**
- 3. Plinth area of the building.**
- 4. No. of storeys and area of built portion on each storey.**
- 5. Area of open land appurtenant to the building.**
- 6. Dimensions and total area including open land.**
- 7. Year of construction of the building.**
- 8. Estimated market value of the whole building including open land appurtenant thereto.**
- 9. Whether unserviceable, un economic or surplus.**
- 10. Whether the building or any portion let out to any tenants. If so, the name (s) of such person (s).**
- 11. Date of decision taken by the Committee for its disposal.**
- 12. Date of submission of proposal to Govt, (in the case of S. D. O. to the Distt. Committee).**
- 13. Date of Govt, sanction & No.**
- 14. Reserved price fixed by the Govt.**
- 15. Attestation of Chairman with date.**
- 16. Name of officer appointed to conduct the sale by public auction.**
- 17. Date of issue of proclamation of sale and the time & date fixed auction sale.**

- 18. Name of member authorised to supervise the sale.**
- 19. Date of submission of report by officer conducting the sale & the amount deposited.**
- 20. Name of the purchaser & price at which the property knocked down.**
- 21. Date of acceptance of the officer by the Committee.**
- 22. Date of approval of the Distt. Committee (in the case of auction by sub-Divisional Committee).**
- 23. No. & date of the notice issued to the purchaser intimating acceptance of the bid.**
- 24. Attestation of Chairman with date.**
- 25. Date of deposit of full purchase Money (No. & date of challan with amount).**
- 26. Date of submission of agreement by tenant purchaser to pay purchase money in installments.**
- 27. Rejection of offer by Govt., if any (State No. date of order).**
- 28. Date of order confirming the sale.**
- 29. Date of mortgage deed executed by a tenant purchaser.**
- 30. Date of issue of sale certificate.**
- 31. Date of delivery of possession to purchaser.**
- 32. Attestation by Chairman.**

Form 'C'(Rule 11(1)FromThe Chairman,District Disposal Committee,.....ToThe Chief Secretary to theGovernment of Rajasthan,Jaipur.Subject:- Report under Rule 11 of the Rajasthan Nazul/ Devsthan Buildings (Disposal by public) Auction Rules, 1967.Sir,I have the honour to inform you that the Nazul/Devsthan Building popularly known as and located at.....was put to auction on and the highest bid offered for the building was Rs..... A

meeting of the Disposal Committee has been called on to consider the offer.(25% of the purchase money amounting to Rs.....has been deposited in the Treasury under Challan No dated).(10% of the purchase money offered by Shri the tenant occupying the aforesaid Nazul/Devsthan Building has been deposited in the Treasury under Challan No dated).Yours faithfully,Chairman,.....Committee,.....Note.- Delete the portion within brackets not applicable.

Form D An Agreement to be Executed by an Intending Purchaser of Nazul Building Occupying the same as a Tenant Thereof

This agreement made on the day of 19 Between the Governor of the State of Rajasthan, hereinafter called the "Government" (which expression shall whether the context so admits, include his successors and assigns) of the one part and Shri son of Resident of. at present residing at.....hereinafter called the "tenant" (which expression shall, whether the context so admits, include his heirs, executors, administrators and assigns) of the other part.

Whereas the Government has through the District/Sub-Divisional Nazul/Devsthan Buildings Disposal Committee (District) put to auction Nazul/Devsthan Building known as situated at more specifically described in the Schedule hereto:And whereas the tenant has been occupying the said premises on lease since and has offered to purchase the said building at the price of Rs and has also deposited a sum equal to 10% of such price with the officer conducting the sale:And whereas the Disposal Committee has approved of the offer and conveyed its approval to the tenant under the registered notice dated.....And Whereas the tenant is not in a position to pay the remaining purchase money amounting to Rs within 15 days of the receipt of the aforesaid notice of approval and desires to pay the remaining purchase money by annual installments and also agrees to mortgage the said building with the Government until the remaining price has been fully paid to Government, and the.

It is hereby agreed and declared as follows:-

(1)That the tenant shall pay to the Government the purchaser the said buildings alongwith land appurtenant thereto described in the Schedule hereto To Hold some to the purchaser as absolute owner subject to the payment of such Government revenue, ceases and tax as may be assessed or imposed thereon:

(2)The vendor, hereby covenants with the purchaser as follows-

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

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

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

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

Signed by the

purchaser.Witnesses:-1.

.....2.

.....

Signed by order of and on behalf of the Governor of the State of Rajasthan,
Chairman District/Sub-Divisional Nazul/Devsthan Building

Disposal.....Committee.....District.Witnesses:-1.2.

The Schedule Herein Referred To Appendix "E" Mortgage Deed to be Executed by a Purchaser of Nazul Building Who had Occupied the same as a Tenant

This Deed is made on the.....day of.....19..... Between Shri son of.....Resident of at..... present residing at.....hereinafter

referred to as the "mortgagor" (which expression shall, where the context so admits, include his heirs, executors, administrators and assigns) of the one part & the Government of the State of Rajasthan, hereinafter referred to as the "Mortgagee" (which expression shall, where the context so admits, include his successors and assigns) of the other part: Whereas the "mortgagee" has purchased a Nazul/Devsthan Building, described in the Schedule annexed hereunder (hereinafter called the "Mortgaged property"), hitherto occupied by him as a tenant thereof, from the mortgagee at a public auction held under the Rajasthan Nazul/Devsthan Buildings (Disposal by public auction) Rules, 1967 through the District/Sub-Divisional Nazul/Devsthan Buildings Disposal Committee.....for Rs.....and has deposited 10% of the purchase money with the officer conducting the sale under the said Rules. And Whereas the mortgagor, not being in a position to pay the remaining purchase money immediately, has applied to the mortgagee for permission to pay the same in annual installments and has also executed an agreement undertaking to pay the remaining price together with interest @ 9% per annum by annual equated installments not exceeding 9 in number the first installment falling due for payment after the expiry of one year from the date of acceptance of the officer by the aforesaid Nazul/Devsthan Buildings Disposal Committee & thereupon the said Committee has confirmed this sale in favour of the mortgagor. And whereas the mortgagor has been in possession of the said premises as absolute owner from the date of such confirmation of sale and has agreed to create a security in manner hereinafter appearing for the payment of the aforesaid amount together with interest @ 9% p.a. by.....annual equated installments and the mortgagee has agreed to treat the said unpaid purchase money as a loan from the mortgagor bearing interest @ 9% p. a. secured in manner hereinafter appearing and to recover the said loan in installments here above mentioned. Now This Deed Witnesses as follows:- For the consideration aforesaid and as security for the aforesaid loan in pursuance of the said agreement, the mortgagor hereby grants and transfers by way of simple mortgage to the mortgagee ALL that property so purchased by him at the said auction sale and more particularly described in the Schedule annexed hereto together with all buildings and structures standing thereon, to the intent that in case default is made in the payment of any sum due hereunder the said property hereby mortgaged shall remain and be charged by way of simple mortgage as security for the payment to the mortgagee the said loan and interest in accordance with the covenants hereinafter contained. In pursuance of the aforesaid agreement and in consideration of the sum of Rs due as aforesaid and payable by the mortgagor to the mortgagee in the manner hereinbefore stated, the mortgagor hereby covenants with the mortgagee as follows,-(1) The mortgagor will pay to the mortgagee the said sum of Rs.....(in words with interest @ 9% per annum in annual equal installments of Rs.....each of the principle and interest combined and on the dates specified below:-

(i) Installments Due date for payment

(i).....

(ii).....

(iii).....

(2) If any installment specified above is not paid on the due date, the whole of the money thus remaining due shall become payable at once. (3) During the continuance of the mortgage, the mortgagor will keep mortgaged property in good and substantial repairs and if he shall neglect to do so, the mortgagee may at his discretion recall the money due at once and realise the same by enforcement of this mortgage or otherwise. (4) During the continuance of the mortgage the

mortgagor shall keep mortgaged property insured against damage by fire or other causes and in the name of the mortgagor and the mortgage and in the sum of Rs. with the Life Insurance Corporation of India or such other company as the mortgagee may approve and will punctually pay premium on such insurance and will produce to the mortgagee on demand the policy of such insurance and the receipt for the last premium so paid. (5) During the continuance of the mortgage the mortgagee shall keep the mortgaged property free from all incumbrances. (6) If the mortgagor fails to pay the principal sum hereby secured with interest thereon or any installment or part thereof hereinbefore provided, the mortgagee may forthwith enforce against the same premises or any part thereto, all or any of the remedies of the holder of a single mortgage and shall also in addition to any other remedy available to him under law, have power to sell without the intervention of a court, the mortgagee property or any part thereof for realisation of the money due to him hereunder or at its discretion as arrears of land revenue under the Rajasthan Land Revenue Act, 1956 without prejudice to other remedies available to the mortgagee. (7) All expenses required to be incurred on stamp duty, registration etc. in connection with this deed and other documents, if any, shall be borne by the mortgagor. (8) Except otherwise provided in this deed, any dispute or difficulty arising between the parties hereto shall be referred for arbitration to the Chief Secretary to the Government of Rajasthan and his decision shall be final and binding on the parties. In witness whereof the parties hereto have hereunder put their signatures, the date and years first above written. Signed by the mortgagor # Signed by order of and on behalf of the Governor of the State of Rajasthan.

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

Witnesses:—

Witnesses:—

1.....

1.....

2.....

2.....

The Schedule herein referred to

1. The building of the mortgaged property:-

The building known as..... situated in..... Street, Town..... Tehsil..... District having bounded as follows:-(1) On the East.....(2) On the West.....(3) On the North.....(4) On the South.....

2. Description of built portion.....

3. Area of land comprised in the premises.....

Form "F" Conveyance of Nazul Building Purchased by the Purchaser at an Auction Sale This deed of sale is made on the..... day of..... Between the Governor of the State of Rajasthan, hereinafter referred to as "the vendor" (which expression shall, whether the context so admits, include his successors and assigns) of the one part and Shri son of..... Resident of..... herein after referred to as "the purchaser" (which expression shall, where the context so admits. Include his heirs, executors, administrators and assigns) of the other part. Whereas:-(1) the Nazul/Devsthan Building (together with open land appurtenant thereto) described in the Schedule hereto (hereinafter referred to "the said building") vests in the State of Rajasthan for the purpose of the

Government of Rajasthan.(2)the said building was put to auction sale by the Nazul/Devsthan Building Disposal Committee.....District (hereinafter called "the said committee") on behalf of the Government of Rajasthan under the Rajasthan Nazul/Devsthan Building (Disposal by public auction) Rules, 1967, and the purchaser's bid of Rs being the highest was accepted.(3)the said sale has been confirmed by the said committee on behalf of the vendor by its order dated under the said Rules:(4)the purchaser has deposited the full and entire price of the said property amounting to Rs into the Government Treasury at to the credit of the Government.Now this Deed Witnesses as Follows-(1)In pursuance of the said auction sale and in consideration of the sum of Rs..... (in words.....) paid by the purchaser as aforesaid the receipt of which the vendor hereby acknowledges, the vendor hereby transfers to remaining purchase money amounting to Rs (in words) together with interest @ 9% p. a. in installments hereinafter appearing:(2)That the tenant shall pay the said amount together with interest as aforesaid in..... annual equated installments as specified below, the first installment falling due for payment after the expiry of one year from the date of acceptance of the offer by the Committee, namely:-

Amount of installment. Due date of payment.

(i).....
(ii).....
(iii).....

(3)That the tenant shall mortgage the said property as security for the payment of the said purchase money together with interest.(4)That on default of payment of any installment the whole amount remaining due shall become payable forthwith and the tenant shall be liable to pay interest thereon at..... percent p. a. upto the date of actual realisation thereof and the Government shall further be entitled to enforce its rights against the property to be mortgaged.In witness thereof the parties have signed this agreement. The date and year herein above written.

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

Witnesses:— Witnesses:—

1.....	1.....
2.....	2.....

The Schedule of the PropertyAppendix F/1Sale Deed of Nazul Building Sold to a Person Who Had Been Occupying it as a TenantThis deed of sale made on the day of.....between the Governor of the State of Rajasthan, hereinafter called the Government (which expression shall, where the context so admits, includes his successors and permitted assigns) of the one part and Shri..... Son of.....resident of.....hereinafter called the purchaser (which expression shall, where the context so admits includes his heirs, legal representatives, successors, administrators and assigns) of the other part.Whereas the Government is the absolute owner of the Nazul/ Devsthan Building described in the Schedule hereto, hereinafter referred to as the building , and has ordered its sale by public auction through the.....Nazul/Devsthan Building Disposal Committeehereinafter referred to as the Committee';And whereas at the public auction held by the Committee on behalf of the Government, the purchaser offered the highest bid of Rs.....for the building and has also deposited 10% of this sum at the time of auction with the officer conducting the sale and the same was approved by the Committee;And whereas the purchaser had been a tenant of the building and has under Rule 12(2)

of the Rajasthan Nazul/Devsthan Building (Disposal by public auction) Rules; 1967 applied for permission to pay the remaining purchase money i.e. Rs.....together with interest @ 9% per annum in annual equated installments and has executed an agreement in this behalf; And whereas the Government has agreed to sell the said building on the condition that it shall remain mortgaged by the purchaser with the Government for the balance of the said price together with interest as aforesaid and the purchaser has agreed to abide by this condition. Now this Deed Witnesses as Follows: -In consideration of the price of Rs.....out of which the sum of Rs.....has been paid by the purchaser to the Government as aforesaid and the rest of the sum of Rs together with interest @ 9% p.a. to be paid by.....annual equated installments in pursuance of the aforesaid agreement, the Government hereby transfers by way of sale to the purchaser ALL that property described in the Schedule hereto, to hold the same to the purchaser as absolute owner:(2)The purchaser hereby covenants with the Government as follows:-(a)The purchaser will pay the remaining purchase money amounting to Rs.....together with interest @ 9% p.a. in in.....annual equated installment the first installment being payable after the expiry of one year from the date of acceptance of the offer by the Committee.(b)The purchaser shall forthwith mortgage the said building with the Government to secure the payment of the remaining purchase money.(3)The Government hereby convenants with the purchaser as follows:-(a)The said building is free from encumbrances, charges, claims and liens except the aforesaid mortgage-debt in favour of the Government to the extent of Rs..... (being the unpaid purchase money) and interest @ 9% p.a. due hereunder.(b)The said building shall be quietly entered into and held and enjoyed and the rent and profits received there from by the purchaser without any interruption or disturbance by the Government or any person claiming through or under the Government and without any lawful disturbance or interruption by any other person whomsoever.(c)The Government will at the cost of the person requiring the same execute and do every such assurance or thing necessary for further ore perfectly assuring the said premises to the purchaser, his heirs or assigns as may reasonably be required.(4)It is hereby agreed that the cost of stamps on and registration of this deed shall be borne by the purchaser. In witness whereof the parties hereto have signed this deed on the dates here above written.

Signed by the

purchaser. Witnesses:-1.2.

Signed by order of and on behalf of the Governor of the State of Rajasthan. Witnesses:-1.2.

Schedule

Appendix "G" Four Point Formula regarding the Disposal/Management of Nazul/Devsthan Properties.

Nature of occupation	Property to be sold	Property to be retained
1	2	3
1. With State Government Department.	Through auction; providing alternative accommodation	Rent to be revised if necessary

2. With Municipalities, Urban Improvement Trusts, Panchayat Samities, Panchayat & the Central Government.

Through negotiation at current market value worked out by the PWD.

3. With tenants.

(i) Through negotiations, if agreement signed within 15 days of a notice under Section 106 of Transfer of Property Act No. 4 of 1882 for termination of tenancy, at current market value worked out by the PWD payable in installments (25% of the agreed amount at the time of the agreement and the rest in 10 six monthly installments with 9% interest) including arrears of rent if any. (ii) Through auction, if (i) is not acceptable with arrears of rent added, if any.

(i) Rent is suitable and is being paid regularly No auction. (ii) Rent is low though being paid regularly, rent may be enhanced and, if not agreeable, eviction. (iii) Rent is low and also being paid regularly, Recover, enhance and evict, if not agreeable. With regard to (ii) and (iii) above, the procedure to be followed will be as follows:- I. Property Officer, PWD [With respect to the properties other than those situated in Jaipur and the Rent Realization Officer, in respect of the properties situated in Jaipur] [Inserted by Notification F. 1 (40) GA/Gr. 11/81, dated 25-6-1986; Rajasthan Gazette Part IV- C (I), dated 7-8-1986, p. 143.] will serve a notice under Section 106 of the Transfer of Property Act No. 4 for termination of tenancy of 1882. II. If the party is willing to pay enhanced rent and arrears, if any, a revised rent deed will be signed. III. If the party is not agreeable to II above, case will be referred to the Estate Office after 15 days for initiating eviction proceedings under the Rajasthan Public Premises (Eviction of Unauthorised Occupants) Act, 1964. IV. If the party expresses willingness to pay enhanced rent/arrears the Estate Officer will give 15 days time to former to appear before the Property Officer and settle the matter. V. If action is not taken by the party as per IV above, eviction proceedings will continue. VI. Enhanced rent will be the prevailing market rent as worked out by the PWD in advance and will be enforceable from the date of notice regarding termination of tenancy. Land rates for the various areas (main roads and by roads) for the purpose of assessing the fair rent will be worked out in consultation with the UIT. Municipality.

4. With Trespassers.

(i) and (ii) as in 3 above.

(i) Case to be referred to the Estate Officer by the Property Officer PWD [With respect to the properties

other than those situated in Jaipur and the Rent Realization Officer, in respect of the properties situated in Jaipur] [Inserted by Notification F. 1 (40) GA/Gr. 11/81, dated 25-6-1986; Rajasthan Gazette Part IV- C (I), dated 7-8-1986, p. 143.].(ii) Notice for eviction under Section 4 of the Rajasthan Public Premises (Eviction of Unauthorised Occupants) Act, 1964 to be served by the Estate Officer.(iii) If the party shows willingness to negotiate regarding rent and arrears, it may be given 15 days' time and directed to the Property Officer, PWD [With respect to the properties other than those situated in Jaipur and the Rent Realization Officer, in respect of the properties situated in Jaipur] [Inserted by Notification F. 1 (40) GA/Gr. 11/81, dated 25-6-1986; Rajasthan Gazette Part IV- C (I), dated 7-8-1986, p. 143.].(iv) If the party will sign a rent deed with the former.(v) If the party fails to take action as per (iii) above within the stipulated time, the Estate Officer will proceed with the eviction proceedings.(vi) In all cases in which the original tenant is alive but has unauthorisedly subjected the property in question, a 15 days' Notice regarding termination of tenancy will first be served on him by the Property Officer, PWD [With respect to the properties other than those situated in Jaipur and the Rent Realization Officers, in respect of the properties situated in Jaipur] [Inserted by Notification F. 1 (40) GA/Gr. 11/81, dated 25-6-1986; Rajasthan Gazette Part IV- C (I), dated 7-8-1986, p. 143.]. If he does not hand over vacant possession of the property within the stipulated time, the case will be referred to the Estate Officer for initiating eviction proceedings against both the original tenant and the unauthorised occupant.