

# **RAJASTHAN HOUSING BOARD**



## **DISPOSAL OF PROPERTY REGULATIONS, 1970**

**Jan path ,Jaipur**

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**Govt. Approval Conveyed Vide Letter  
No.F9 (17) TP/70 Dated 19.5.71**

**RAJASTHAN HOUSING BOARD**  
**(Disposal of Property) Regulations, 1970**

**CHAPTER -1**

**PRELIMINARY**

Application and commencement

**1. (i) Short Title**

These regulations may be called Rajasthan Housing Board (Disposal of Property) Regulations, 1971.

**(ii) Applicability**

These regulations shall apply generally to those schemes in which properties created there under are to be disposed of by way of Sale or hire-purchase and in particular to the following schemes:-

- (a) Janta Income Group Housing Scheme.
- (b) Low Income Group Housing Scheme.
- (c) Middle Income Group Housing Scheme.
- (d) High Income Group Housing Scheme.

**(iii) Commencement**

These regulations shall come into force on the first day of The calendar month following the month when the sanction of the Government to these regulations is received by the Board.

**2. Definitions**

In these regulations unless there is anything inconsistent with the Context or meaning:-

- (1) '*Act*' means the Rajasthan Housing Board Act, 1970 (Act No. 4 of 1970)
- (2) '*Agency Agreement*' means an agreement between the Boards And the Registered agency in regard to common portions and Common services.
- (3) '*Allotment letter*' means a letter in such form as may be Prescribed by the Board from time to time making allotment of a particular property to an applicant.
- (4) '*Allottee*' means a person to whom a property has been allotted by way of sale.

- (5) '*Applicant*' means a person who has sent an application putting his signature or affixing his thumb impression thereon.
- (6) '*Applicant*' means an application made in such form as may be prescribed by the Board from time to time.
- (7) '*application Register*' means a register in which application in response to public notice are entered in the order in which they have been received.
- (8) '*Board*' means the Rajasthan Housing Board as constituted under *the Act*.
- (9) '*Chairman*' means Chairman of the Board.
- (10) '*Common portions*' means those portions of the plot or premises Which are in common use and include the land, gateway, enclosure, compound walls, parks, open ground, passages, corridors, staircase, fittings, fixtures, lift, if any installation whether for water supply or drainage or lighting or any other purpose and all such facilities Which are used or intended to be used in common.
- (11) '*Common Services*' in relation to common portions means the services which are rendered for maintenance, running, keeping in good condition and control those common portions, use where of shall be regulated by the Registered Agency concerned.
- (12) '*Conveyance Deed*' means an agreement in the prescribed form between the Board and the allotted or hirer or the registered agency, as the case may be, by which the title in the property is transferred to the allottee' or hirer or the registered agency on the terms and conditions specified in the said agreement
- (13) '*Disposal price*' or 'Hire-Purchase Price' means when applied to a property the price at which the property is to be disposed of by sale or hire-purchase. The amount being fixed for each case on the basis approved by the Board from time to time.
- (14) '*Document charges*' when applied for a document or documents made in pursuance of a particular scheme and these regulations means all charges, such as stamp charges, registration charges, writing charges, printing charges, paper charges, plan charges and the like.
- (15) '*Dwelling Unit*' means a building or a part thereof which is used or is intended to be used by a family for habitation.
- (16) '*Eligible person*' is a person who is entitled to the purchase of property in the relevant scheme in accordance with the provisions of the scheme and these regulations.
- (17) '*Flat*' means a portion of building, which can be delineated with definite outline on plan, and which can be definitely marked on site and which is a dwelling unit
- (18) '*Ground Rent*' means when applied to a plot of land, the annual payment to be made by the lessee of the plot to the Board, which is lessor.
- (18A) '*High Income Group Person*' means the person whose annual aggregate income is above Rs.18000.
- (19) '*Hirer-Purchase period*' means such period as may be specified for continuance of a tenancy.

- (20) *'Hirer'* means a person who has participated in the hire-purchase system and who has signed the Hire-purchase Tenancy Agreement.
- (21) *'Hire-Purchase' or 'Hire-Purchase system'* means a system in which a participant takes steps to secure rights in a property under a scheme by payment of deposit and also a specified number of monthly instalments spread over a specified number of years during which he remains a tenant on the terms and conditions set for the purpose and on the expiry of the said years ceases to be a tenant and becomes owner after payment of all dues.
- (22) *'Hire-purchase tenancy agreement'* means an agreement between the board and the participant in a form prescribed under these regulations for disposal of property under hire-purchase system.
- (23) *'House'* means a dwelling unit. Whether detached, semi-detached or part of a row which can be disposed of as a unit along with its land.
- (24) *'Income'* means the aggregate annual income regularly derived by the applicant and his wife/her husband from occupation, trade, business or employment or any calling or source constituting normal means of livelihood.
- (24A) *'janta Income Group Person'* means a person whose annual aggregate income does not exceed Rs. 2400/-.
- (25) *'Low Income Group Person'* means a person whose annual aggregate income does not exceed Rs. 7,200/-
- (26) *'Middle Income Group Person'* means a person whose annual aggregate income is above Rs. 7,200/- but does not exceed Rs. 18,000/-.
- (27) *'Nominee'* means a *Person* who has been nominated by the hire to be the person to whom rights and liabilities in the property shall be passed on in the event of his demise or similar contingencies.
- (28) *'Penalty'* means an additional amount as laid down in the relevant agreement payable by the allottee or hirer as a consequence of his default in the payment of prescribed dues.
- (29) *'Premium'* means when applied to a plot of land given on lease by the Board to an intending builder on the relation of a lessor and a lessee respectively, the amount paid by the intending builder for securing the lease of the plot of land, the corpus whereof shall be determined in each case by the Board.
- (30) *'Property'* means a plot of land or a flat or a house along with its land or a building with or without its land created under a scheme of the Board and includes common portions and common services.
- (31) *'Property Allotment Committee'* means a committee constituted under these regulations.

- (32) *'Property Circumstances'* includes the nature and condition of the building and its premises, the type and nature of construction, specifications adopted thereof, the materials used, the workmanship, stability or durability of the structures, the type of accommodation, the pattern of installations, fittings, and fixtures and other amenities and all such other things that constitute the property as they exist in the building and the premises concerned
- (33) *'Registered Agency'* means a body registered under a relevant law or bye-laws or under these regulations for carrying out the provisions of these regulations and those of the agreement made there under relating to common portions and common services.
- (34) *'Scheme'* means a housing scheme made by the Rajasthan Housing Board under the Act. And also includes any or all of the schemes mentioned in regulation 2 above.
- (35) *'Service Charges'* means the amount which the allottee or the hirer has to pay as a monthly charge for the maintenance of common portions and common services.
- (36) *'Tenancy Stipulation'* in relation to a hirer means the stipulation for the tenancy prescribed under these regulations.

The meaning or interpretation of words, terms and conditions and definitions not given in these regulations shall have the same meaning and interpretation as given in the Act. Or the rules and bye-laws made there under.

## CHAPTER II

### TERMS AND CONDITIONS OF DISPOSAL OF PROPERTY

#### 3. Administration of Regulations and Delegation of Powers

These regulations shall be administered by the Chairman of the housing Board subject to the General guidance and resolutions of the Board, provided that he can delegate his powers to any officer or officers of the Board in general or in particular with the previous approval of the board.

#### 4. Execution of Agreements

The various agreements made under these regulations shall be signed by the chairman or an officer authorised by him in this behalf on behalf of the Board.

#### 5. Disposal of Property

The disposal of property shall be effected by either hire-purchase or sale as decided by the board which shall also decide other criteria for disposal as found necessary or desirable including the criteria of eligibility provided that such criteria shall be in consonance with the schemes.

#### 6. Fixation of price

The hire-purchase price or the disposal price, as the case may be, shall be the cost of property as fixed by the Board.

#### 7. Eligibility for Allotment

A person shall be eligible for allotment of a dwelling unit if he or his wife-his husband or any of his dependent relations including unmarried children does not own in full or in part on free-hold or lease-hold basis any residential plot or house in the city or town where allotment is sought. If, however, the plot of land under the residential house owned is situated in inhabitable locality, this condition may be relaxed. Provided further that in case of persons who are co-sharers of ancestral houses and their share of accommodation is inadequate to their requirements, this condition may also be relaxed.

#### 8. Reservation of houses

The Board may provide for reservation of houses in any area for allotment to any specified class or classes of persons.

#### 8A. 1% of constructed houses shall be reserved for allotment to be made by the State Govt.

[Issued vide Govt. order No. F9 (6) UDH/Gr, II/84 Dated 19.4.84.]

## **9. Manner of payment of disposal price**

- (i) Every applicant shall deposit at the time of registration of his name for allotment, a specified sum as registration deposit. The Board shall have the sole and exclusive right over the deposit till it is adjusted or refunded with or without deduction as provided in these regulations.
- (ii) When a property is disposed of by sale, the applicant to whom the property has been allotted shall have to pay the balance amount of the disposal price (i. e. after adjusting the registration deposit and interest) within 4 months of the date of allotment letter.
- (iii) If the allottee fails to pay the amount within the specified period of four months, he shall be charged interest @ 10% on the aforesaid amount for the first month of default and further interest @ 2% for the second month of default. In case of failure to pay the amount within the period of 6 months or to fulfill the requirements as specified in the allotment letter, the allotment shall be cancelled and a sum equal to 20% of the registration deposit shall be forfeited and the balance refunded shall thereafter be cancelled and a sum equal to 20% of the registration deposit shall be forfeited and the balance refunded.

## **10. Manner of payment of Hire-Purchase price**

- (i) When a property is disposed of under hire purchase scheme, the applicant to whom the property has been allotted shall have to deposit a sum as fixed by the Board from time to time, as hire purchase deposit. The hire shall have to pay this amount when required to do so within one month of demand letter. The amount of registration deposit of the applicant and interest thereon shall not be appropriated for this purpose but shall be adjusted towards the disposal price and other dues of the Board. The hire purchase deposit shall be adjusted or refunded as the case may be, at the time of execution of the conveyance deed.
- (ii) If the hire fails to pay the amount within the specified period or to fulfill the requirements as specified in the allotment letter, the allotment shall be cancelled and a sum of money equal to 20% of registration deposit shall be forfeited and the balance refunded.
- (iii) The Board shall have the sole and exclusive right over the hire purchase deposit till such time it is adjusted on the execution of the conveyance deed or refunded with or without deduction as provided in these regulations and the agreements made there under.

## **11. Period of Hire- Purchase**

The hire-purchase period, not exceeding 30 years, shall from time to time be decided by the Board thus determining to no. of monthly installments.

## **12. Monthly tenancy**

Subject to the provisions of Regulation 14, the hire- purchase price of the property including interest thereon as such rates as may be prescribed by the Board shall be recovered in specified number of monthly installment, the amount whereof shall be fixed by the Chairman in every case.

Provided that on receipt of an application from the hirer, the Chairman may permit the payment of the hire-purchase price out-standing on the date of such application together with interest or other dues if any, to be made in lump sum.

Mortgage Provided further that where a hirer is permitted to pay the hire- purchase price as aforesaid in lump sum, he shall not mortgage, transfer or part with the possession of the property till the expiry of the hire-purchase period otherwise then with the prior permission of the Board.

**13. Allottee/ hirer to enroll as a member of Registered Agency**

- (i) Every allottee or hirer shall enroll himself as a member of the Registered Agency which shall be got registered as required by the relevant law or Board's bye-laws or under these regulations.
- (ii) No allottee or hirer shall be entitled to the delivery of possession of the property unless such allottee or hirer has enrolled himself as a member of the registered agency.

**14. Use of property**

The property thus allotted shall be used for such purpose only as may be specified in the conveyance Deed/ Hire- purchase Tenancy Agreement From.

**15. Payment of documental charges**

All documental charges shall be borne by the allottee or hirer.

**16. Functions of hirer/ registered agency**

The hirer or the Registered Agency, as the case may be, shall be responsible for carrying out current as well special repairs and for maintains the common-services at there own cost and in accordance with the provisions of the relevant agreement, provided that in every case of failure of discharge of such responsibility on the part of the registered agency, the Board shall discharge it, though not obliged to do so, and expenses thus incurred by the Board (whose decision as to the amount of such expenses shall be final and binding) shall be recoverable as arrears of land revenue.

**17. Payment of rates / fees etc.**

All rates, fees, taxes, charges, assessments-municipal or otherwise- and other levies of whatsoever nature shall be borne by the allottee / hirer, or the Registered Agency, as the case may be shall be payable by the allottee / hirer, or the Registered Agency within the period specified in the behalf.

Provided that in every case of failure on the part of the allottee, hirer of the registered agency to make such payment, the Board shall have power to recover the dues as arrears of land revenue.

**18. Payment of charges for maintenance of roads etc.**

As the roads, water-supply, drainage, street light and such other civil services are envisaged to be maintained by the municipal authorities and as the common services and upkeep of common portions are to be attended to by the Registered Agency, no levy of service charges by the Board is envisaged. If, however, any services are to be run and maintained by the Board, the service charges determined by the Board from time to time shall have to be paid by the hirer to the Board.



**19. Allottee / hirer precluded from objecting to property circumstances**

The Board shall offer the property on hire-purchase or sale on basis of property circumstances that exist at the time. The allottee or hirer shall make him fully conversant with the property circumstances and he shall be precluded from making complaint or raising objections or setting up claims regarding the property circumstances at any subsequent stage.

**20. Administration of common portions/services by the Registered Agency**

Maintenance, upkeep, running, control and regulation of the use of common portions and common services shall be the responsibility of the registered agency, and it shall be the duty of such agency to attend to these common portions and common services in accordance with provisions of the relevant agreements. The charges for the purpose shall be payable to the Registered Agency by the allottee/ hirers as provided in the relevant agreement.

**21. Breach of provision**

Every breach of any provision of any of the Agreements shall be dealt with in accordance with the provisions of the relevant agreement or of these regulations or of the Act and the rules, regulations and bye-laws made thereunder.

## Chapter III

### PROCEDURE FOR DISPOSAL OF PROPERTY

#### 22. Registration of applicants.

- (i) The Chairman or the officer authorised by him in this behalf shall cause a public notice to be issued inviting applications for registration for the allotment of property.
- (ii) The applications shall be made in the prescribed form.
- (iii) The person receiving the application shall give an acknowledgement of the application.
- (iv) The application which is incomplete in any respect is liable to be rejected as invalid.

#### 23. Constitution and functions of Property Allotment Committee.

- (i) The Board shall for the purpose of allotment of property under these regulations constitute a Committee to be called the property allotment Committee (hereinafter called the Committee) consisting of 5 persons as detailed below :-

1. Chairman, Housing Board	Chairman of the committee
2. One non-official member of the Board	Member
3. One official member of the Board	Member
4. Collector of the Distt. Concerned or his nominee	Member
5. Chairman, U.I.T./Municipality concerned	Member
6. Housing Commissioner, Housing Board	Member

NOTE: - The Member of the Committee as at S. Nos. 2 & 3 shall be nominated by the Board.

- (ii) Such Property Allotment Committee may be constituted either for a specific scheme or for a set of schemes or for a particular place or as a general Property Allotment Committee as found expedient and convenient and desirable by the Board, with or without directives that may be issued from time to time by it.
- (iii) The Committee shall determine which of the applicants are eligible for allotment and the decision of the Committee in this regard shall be final.
- (iv) The Committee shall have the power to make enquiries, call for information from any person whomsoever, demand documents and evidence from the applicant and do any other thing which it considers necessary or expedient for the discharge of functions.

**24. Registration deposit.**

- (i) The applicants may be required to deposit along with the applicants specified amount of registration deposit.
- (ii) The registration deposit shall carry interest, at the rate fixed by the Board from time to time, from the 1<sup>st</sup> day of the month following the month of deposit.

**25. Refund of registration deposit.**

A registered applicant may, if he so desires, obtain refund of registration deposit along with prescribed interest after of 1½ years from date of registration deposit but before date of allotment.

**26. Entry of applications in a register.**

- (i) The names and other particulars of the applicants applying for registration will be entered serially in a Register 'Register of registered applicants'.
- (ii) Every applicant whose name is registered will be given a certificate of registration indicating the registration number and the amount of deposit.

**27. Applications for Allotment.**

- (i) As soon as the house/flats are ready or are nearing completion, the Chairman or the officer authorized by him in this behalf shall cause a public notice to be issued inviting applications for allotment from registered applicants.
- (ii) The applications shall be made in the prescribed form.
- (iii) All applications receive shall be entered serially in the 'Application Register'.
- (iv) The persons receiving the application shall give an acknowledgement of the application.
- (v) Any application which is incomplete in any respect is liable to be rejected as invalid.
- (vi) The application received up to the due date shall be scrutinized with a view to judge their eligibility etc.

**28. Draw of lots**

The allotment of property to eligible applicants shall be made by draw of lots under the supervision of the supervision of the Committee. Where the number of eligible applicants exceed the number of houses/flats, lots shall be drawn to the extent, of the number of houses/flats, lots shall be drawn to the extent of number of houses/flats available plus 50% thereof in addition to serve as a waiting list.

**29. Formation of groups of allottees.**

The Committee shall place the allottee/hirers in such groups as may be desired expedient for the purpose of constituting a Registered Agency.

**30. Entry of final list of allottees/hirers in a register.**

The name and other particulars of the allottees/hirers shall be entered in a Allotment Register.

**31. Intimation about allotment.**

Intimation about allotment shall be sent to all persons selected for allotment whose names have been entered in the Allotment Register.

**32. Allotment from waiting list.**

In the event of a person or persons not accepting an offer of allotment the property shall be allotted to the person or persons on the waiting list in the order specified in such list.

**33. Intimation about grouping of allottees/hirers.**

Intimation about allotment mentioned in regulation nos. 31 & 32 shall include the grouping of allottees/hirers for the purpose of formation of registered agency as determined by the Committee.

**34. Power to decide representation.**

The Committee shall have full powers to decide representation, if any, in regard to the selection of applicants for allotment of property.

**35. Execution of agreements.**

- (i) Each one of the hirers forming a registered agency shall execute a hire-purchase agreement in such form as may be prescribed by the Board. The Registered Agency of which such hirer is a member shall also execute an agreement in such form as may be prescribed by the Board in regard to common portions and common services.
- (ii) Every hirer shall before executing the said agreement pay to the authority the installment of the price as provided in regulation 12.

**36. Handing over of possession of property (hirer-purchase).**

The possession of the property shall be handed over to the hirer on the completion of the following events:

- (a) The hirer has paid the first installment and such other dues as shall have been demanded by the Board.
- (b) The hirer has executed the prescribed agreement.
- (c) The Registered Agency of which the hirer is a member has executed an agreement with the Board in the prescribed form.
- (d) The possession of the common portions and common services shall be handed over to the Registered Agency after such agency has executed the prescribed agreement.

**37. Handing over of possession of property (sale).**

When the property is disposed of by way of sale, the possession of the property shall be handed over the allottee, after such allottee had made the required payments and the possession of the common portions and common services where required shall be handed over to the Registered Agency of which such allottee is a member after such agency has been duly registered and the agreement with regard to common portions and common services has been executed in the prescribed form.

## Chapter IV

### HIRE-PURCHASE TENANCY AND TRANSFER OF OWNERSHIP

#### 38. Status of hirer

During the hire-purchase period, a hirer shall remain the tenant of the Board and shall have no other right except that of tenancy.

#### 39. Hirer to abide by tenancy stipulations

During such period as a hirer remains as tenant, he shall abide by the tenancy stipulations as specified in the hire-purchase agreement.

#### 40. Enforcement of provisions of agreement

If the hirer or the Registered Agency, as the case may be, fails to do a thing or refrain from doing things as required by the agreement executed under these regulations, the Board shall have power to get such things done or prevent such things being done at the risk and cost of the defaulting party.

#### 41. Transfer of ownership to hirer

The hirer shall cease to be a tenant and shall be the owner of the property only after the last installment of hire-purchase and all other dues have been paid by him to the Board and the transfer of the property to him has been effected through a Conveyance Deed executed in such form as may be prescribed by the Board and the common portions and common services have been transferred to the Agency through a Conveyance Deed executed in such form as may be prescribed by the Board.

#### 42. Transfer of ownership to allottee

When the property is disposed of by way of sale, the allottee shall become the owner only after the full disposal price and all other dues have been paid by him to the Board and the transfer of the property has been effected through a Conveyance Deed executed in such form as may be prescribed by the Board and the common portions and common services where necessary have been transferred to the Agency through a Conveyance Deed executed in such form as may be prescribed by the Board.

#### 43. Lease deed for land under flats/houses

- (i) The land under and appurtenant to a property shall be allotted on perpetual lease-hold basis individually or jointly to the Registered Agency and the owner(s) of property on such terms and conditions as may be determined by the Board.
- (ii) A lease deed for the land specified in sub-regulation (i) shall be drawn up and executed in such form as may be prescribed by the Board.

**44. Federation of registered agencies**

Whenever the Board considers it necessary or expedient, it may direct all Registered Agencies of an Estate to form a Federation of such Registered Agencies for securing the management, upkeep and running of common amenities, where such amenities shall not have been transferred to the local authority.

**45. Decision of the Board to be final in disputes**

If in or in connection with the exercise of its power and discharge of its functions by the Board any dispute arises between the Board and the Registered Agency, the allottee or the hire, the decision of the Board on such dispute shall be final.

## HIRE-PURCHASE TENANCY AGREEMENT

THIS INDENTURE MADE THIS ..... Day of .....one thousand nine hundred and ..... BETWEEN THE RAJASTHAN HOUSING BOARD constituted under the Rajasthan Housing Board Act, 1970 (Act. No. 4 of 1970) (hereinafter called the owner and includes its successors and assigns) of the one part and Shri..... (Hereinafter called the hirer which expression shall, unless inconsistent with the context of meaning, include, as hereinafter provided the nominees approved and failing which his heirs executors, administrator's legal representatives and permitted assigns) of other parts.

WHEREAS in pursuance of the Disposal of Property Regulations, 1970 (hereinafter called the Regulations), the hire has separately applied to the owner for allotment of a house / flat under the Hire-Purchase Scheme and the owner has agreed to allot a house / flat to the hirer upon the terms and conditions hereinafter set forth.

AND WHEREAS the hirer has already paid Rs: -----  
- (Rupees----- only) as hire-purchase deposit.

AND WHEREAS the hirer has already paid Rs. ----- (Rupees. -----  
-----only) one month's rent by way of monthly instalment and which is hereby acknowledged to be the first instalment.

NOW THESE PRESENTS WITNESS that the owner hereby covenant and agree with the hire and the hire doth hereby covenant and agree with the owner in manner following that is to say:-

- (1) The hire shall be put in possession of the property in the form of flat/house bearing No.....situated in..... Estate of the Rajasthan Housing Board at .....and more Particularly described in Schedule I hereunder written and with boundaries thereof for greater clearness delineated on the plan annexed hereto and thereon coloured and shown in red; only after he has duly executed this agreement and the registered agency of which he is a member has also executed the agreement as provided in the Regulations.
- (2) The hirer shall hold the said property as a tenant for the Hire-Purchase period which is a fixed term of... years commencing from the first day of the month of .....of the year one thousand nine hundred and .....and ending on the last day of the month of .....of years .....subject to the following conditions :
  - (a) The hirer shall pay without waiting for any demand from the owner the monthly rent (installment) of Rs..... (Rupees.....only) on or before the 10<sup>th</sup> day of each month at the office of the owner, the first of such payment has already been made by the hirer mentioned hereinabove and the same is considered to be taken as monthly rent (installment) of the month of .....and the next such payment is due and payable in or before the 1<sup>st</sup> day of the month of .....of the year.....and so on subsequently for every calendar month till the expiry of the hire -purchase period.



- (b) The hirer shall, as laid down in the Regulations, pay all rates, taxes, fees, charges, assessment, municipal or otherwise, and other levies of whatsoever nature levied upon the said property hereby rented, upon the landlord or tenant in respect thereto by the local body or Central Government direct to the authorities concerned.

Provided that in every case of failure on the part of the hirer to make such payment, the owner shall have the power to recover the dues as arrears of land revenue

- (c) The hirer shall during the said rearm repair (which expression shall include usual and necessary annual internal and external painting, color and white-washing), clean and keep in reasonable good order and condition at his own cost to the satisfaction of the owner or such person as the owner may appoint for the purpose the said property together with the installations thereto relating to water supply, drainage, electricity and such other services.
- (d) The hirer shall not without the written permission of the owner carry on or permit to be carried on within the said property any trade or business whatsoever or permit the same to be used for any purpose other than that for residential use or do or suffer to be done therein any act or thing whatsoever which in the opinion of the owner may be a nuisance, annoyance or disturbance to the owner or the occupiers of other flats/ house in the same building or in the neighborhood.
- (e) The hirer shall permit the owner or any person authorised in this behalf by the owner at all reasonable times of day during the term hereby granted to enter into and upon the said property and to inspect the state of repairs thereon and if upon such inspection, it shall appear to the state owner that any repairs thereon and if upon such inspection, it shall appear to the owner that any repairs; whether current or special are necessary, the owner may direct the hirer to execute the repairs.

Provided that on his failure to do so within reasonable time, the owner may execute then at the expense of the hirer within expense the hirer hereby agrees to reimburse by paying to the owner such amount as the owner (whose decision shall be final) shall fix in that behalf.

- (f) The hirer shall permit the owner or any person authorised by the owner to enter into and upon the said property with such workman as may be necessary for the propose of electric supply line or any service line for any work connected therewith as also for the purpose of making any connection to the other properties from any service line laid in the said property.
- (g) The hirer shall not make or permit to be made any alterations or additions to the said property without prior permission in writing of the owner and also the sanction or permission in writing of the local authority concerned.

Provided that the owner may at his discretion refuse such permission for any additions or alterations whatsoever and his decision in that behalf shall be final.

- (h) The hirer shall not sell, rransfer assign or otherwise part with the possession of the whole or any portion of the said property without the pervious consent in writing of the owner which it shall be entitled to refuse in its absolute discretion.

Provided that in the event of the consent being given every such transfer assignment of the property shall be only for the remainder term of term of this tenancy and permitted transferee or assignee or as the case may be shall be bound by all the terms and condition herein contained and be answerable to the owner in all respects therfor.

Provided further that no such assignment or transfer shall be valid or permissible where the assignee of the transferee is a person who does not fulfil the requirements of eligibility as provided in the regulations.

- (i) The hirer shall make every payment that may rightfully be demanded from him by the registered agency and shall abide by the regulations of the said agency and shall discharge all responsibilities as a member of the said agency which has executed a collateral agreement with the owner under the regulation of the Board.
- (j) The hirer shall during the term of his tenancy abide by the tenancy stipulation contained in Schedule III hereunder written.
- (k) The hirer shall discharge all responsibilities devolving on him under the Regulations, which will be deemed to be the part of these presents and which are hereby agreed to between the parties to this agreement.
- (l) The hirer shall be precluded from making a complaint ,raising objections or setting up claims regarding the property at any stage for any reasons whatsoever as expressly provided in the Regulations in respect of 'Property Circumstances'.
- (m) The hirer shall pay every month service charges for maintenance of common portions and common services to the Registererd Agency.  
Provided that on account of the absence of any Registererd agency or its failure to discharge such function, the owner may undertake to discharge such function and the hirer shall pay such service charges to the owner alongwith monthly rent. The amount of such service charges shall be determined by the owner and the decision of the owner in this behalf shall be final and binding on the hirer.
- (n) No claim can be brought against the interest of the hirer in the said property; nevertheless the hirer hereby indemnifies the owner in respect of any such eventualities.
- (o) The hirer hereby absolves the owner from any liability in case of damage to or destruction of the said property as a consequence of any accident of whatsoever nature.

Provided that it shall be the duty of the hirer while this agreement is in force to see that the house/ flat is maintained in the same condition except fair wear and tear, in which it was originally handed over In case of any damage, by any act of nature or by fire, it shall be the duty of the hirer to get necessary repairs carried out in order to restore the flat to its original condition. The house/flat shall be compulsorily insured against the risk of fire with an insurance company approved by the Board.

Provided further that in case of damage by fire the liability of the Board will be restricted to the insurance money made available on that account to the Board.

“(01) Notwithstanding anything hereinbefore contained the hirer hereby agrees to pay increase in the hire-purchase price as has been fixed by the Board, arising out of the increase in compensation of land or arising out of the increase in the contractor’s bills as a consequence of the contractor going to a Court of Law or due to any other contingencies which might be decided hereafter Such payment shall be proportionate amount of such increase the corpus of which will be fixed by the Board .which will be final and binding as the hirer

The amount this fixed by the Board shall be paid by the paid by the hirer within – 2 months of the demand made on him.

(p) The hirer shall ,by writing his own hand nominate during his life time the nominee whom he wishes to transfer his share of interest in the property including his rights in the future owner-ship of the flat/house in the event of his death and deposit the same with the Chairman and also the Secretary of the Managing Committee of the Registered Agency concerned .The owner shall effect the transfer accordingly on receiving a proof of the death of the hirer which will be subject to all subsisting liabilities and obligations of the hirer towards the owner and towards the Registered Agency. The nomination so made may be revoked and another substituted in the same manner as aforesaid by the hirer.

Provided that in the absence of such nomination by the hirer the heir/ heirs of the hirer shall be accepted by the owner as the beneficiary / beneficiaries of these presents.

(q) The hirer shall make full and regular payment of all the dues that are required to be made by him in pursuance of these presents or the Regulation. If any such payment in delayed, he shall be liable to pay a penalty at the rate of 1 per cent per month or Rs.2/- for the first month of the default, 2 per cent per month or Rs.5/- for the second month of the default and 4 per cent per month or Rs.10/-for the third month and subsequent month of the default whichever is more .In case of defaults of more than six consecutive months, the tenancy shall stand determined and the hirer shall be liable to the evicted. All the outstanding dues of the owner shall be recoverable as arrears of land revenue.

(r) If the first time uses the property or common portions and common services in such a way as to cause damage to or deterioration or malfunctioning of the same the hirer shall pay to the owner or to the Registered Agency as the case may be the expenses of rectification of such damage deterioration or malfunctioning.

(s) The hire-purchase deposit shall be retained by the owner and the hirer shall be precluded from making any demand on it for meeting any of his liabilities whatsoever.

Provided further that in the case of permitted transfer, the adjustment of the said deposit will be made as special case in the sole discretion of the owner on the merits of each case

Provided still further that in the case of eviction, the said deposit shall be utilised for recovering all the dues whatsoever of the Registered Agency as a second charge and all the dues of the public bodies as the third charge and only the remainder shall be refunded to the hirer on his demand.

(t) In case the hirer wishes to terminate the hereby granted of his own accord before the hire-purchase period, the hirer shall give three month notice to the owner for the same and the owner shall recover all the dues as well as loses arising out of such termination by the hirer of the this agreement from the hire-purchase deposit of the hirer and the hirer will be entitled to receive only the remainder as determined by the owner only after

the hirer has duly handed over possession of the said property to the owner. The decision of the owner in this respect shall be final and binding.

- (u) Notwithstanding anything hereinbefore contained, if there shall have been on inquiry after hearing the party concerned in the opinion of the owner (whose decision shall be final and binding) any misstatement or any concealment of material facts by the hirer in the application given by him for allotment of the flat / house, it shall be lawful for the owner to evict the hirer and take possession of the flat and thereupon this agreement shall stand determined and the hire-purchase deposit shall be forfeited to the owner.
- (v) The owner hereby agrees that the hirer making all payment due from him in accordance with these presents and performing and observing all the conditions herein contained shall peacefully hold and enjoy as a tenant the said property during the said terms except for any lawful interruption or disturbance by the owner or any person lawfully claiming under it.

(3) The owner hereby agrees after the expiry of the hire-purchase period to transfer the said property to the hirer by executing conveyance deed with him in the prescribed form provided that he has paid all the dues of the owner and of the Registered Agency and of public, if any, prior to such execution. The hirer thereafter shall cease to be a tenant and become the owner of property subject to the provisions of said conveyance deed. The hirer's right of use of common portions and benefits of the common service shall be contained by the Registered Agency of which the hirer has been a member along with other co-hirers and has thus acquired both rights and obligations in accordance with the constitution of the said Registered Agency.

(4) The owner shall transfer the common portions and common services to the Registered Agency by executing a conveyance deed in the prescribed form provided that the Registered Agency has paid all the dues of the owner and of the public, if any, prior to such execution.

(5) The owner hereby agrees to execute a lease deed in favour of Registered Agency and hirers in the prescribed form through which the lease hold rights of land on which the building containing the said property stands get jointly vested in the hirer and the Registered Agency. The lease deed will be executed after the conveyance deed with the hirer relating to flat and conveyance deed with the Regd. Agency Relating to common portions and common services have been executed.

(6) The conveyance deed and the lease deed shall be executed normally by the owner after the expiry of the hire-purchase period nevertheless, if all the hirers of the building jointly apply for terminating the tenancy earlier and vesting in them ownership of their respective properties, and if such application is supported by a resolution of the General meeting of the Registered Agency of which all the said hirers are members and further if all the hirers make full payment as calculated by the owner (whose decision shall be final and binding), the owner shall execute the conveyance deed and lease deed.

If any dispute or difference of opinion arises regarding interpretation of the wordings of the said regulation or the agreements made there under or any decision taken or proposed to be taken in accordance with the said regulation or agreements the Chairman shall take a decision said such decision shall be final and binding on the hirers.

SCHEDULE – I

The property includes various parts particularly given hereunder with their internal dimensions:-

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The overall dimensions from outside are as under:-

-----  
-----

Boundaries of the property are as under:-

On North -----  
On East -----  
On South -----  
On West -----

SCHEDULE – II

As per plan attached

SCHEDULE – III

(Tenancy stipulation as attached here to)

In witness where of, the parties hereto have set their hands the day and year written in each case

1<sup>st</sup> witness: - Hirer,

2<sup>nd</sup> witness: - Date:----- Owner

1<sup>st</sup> witness:-

2<sup>nd</sup> witness:-

Rajasthan Housing Board

Jaipur

Seal

Date -----

## SCHEDULE – IV

*(Annexure to Hire-purchase Tenancy Agreement)*

### TENANCY STIPULATION

1. These stipulations shall be applicable to the hirer, who as well as every inmate of his flat/house shall be jointly and severally responsible for observing them.
2. The hirer shall keep a receptacle within his flat/ house for the collection of refuse, waste sweepings, kitchen and food wastes scrap articles and the like and every person shall put such waste matter in such receptacle and nowhere else.
3. The contents of such receptacle shall be removed every day without spilling the same on the way to the place reserved for the purpose.
4. Sanitary facilities like bathroom and latrine shall be used in such a way as not to cause choking of any outlets by rages waste paper sweeping and the like.
5. No refuse or dustbin shall be kept outside the hirer's flat/house in the corridors or passages.
6. Open space or common portions shall not be used as urinals.
7. No part of the hirer's flat/house, of the common portion and of the street shall be littered with any waste matter and the entire surrounding shall be kept in clean, neat and tidy condinon.
8. No portion of the flat/house of the building shall be used for keeping or storing or dumping any dangerous combustible or obnoxious articles.
9. No animal or poultry shall be kept in any part of the building.
10. Every person shall see that no damage or deterioration the property is caused.
11. Every person shall be careful that no water pipe or its fittings are adversely affected no electric line and its fixture are tampered with no drainage or its specials are damaged and no installation of any kind whatsoever is tampered with.
12. No misuse of the property shall be made or permitted to be made such as occupying corridors, commons passages, staircases, staircase landings, approaches and the like.
13. Every person bringing a vehicle in the premises shall see that no obstruction to the free movement of the residents is caused.
14. None-observance of any of the above stipulation shall be a breach or the terms of the agreement and the Board shall take action for such breach against the hirer in accordance with the powers vested in it under the Act. Rules and Regulations made thereunder and the agreements executed under them.

## REGISTERED AGENCY AGREEMENT FORM

This INDENTURE made this----- day of ----- one thousand one hundred and -----BETWEEN the RAJASTHAN HOUSING BOARD constituted under the RAJASTHAN HOUSING BOARD Act. , 1970 (Act. No 4 of 1970) (hereinafter called the owner and includes its successors and assigns) of the one part and the Registered Agency name ----- (hereinafter called the Agency which expression shall unless inconsistent with the context or meaning include its successors in office) of the other part constituted in accordance with the provision of the Rajasthan Housing Board (disposal of Property.) Regulations.1970 (hereinafter called the Regulation.)

WHEREAS each one of the members of the Agency has duly executed the hire-purchase tenancy agreement and

WHEREAS all the hires having secured flats/house bearing Nos -----situated in -----Estate of the Rajasthan Housing Board at -----have become members of the said Agency and have thus acquired jointly rights and obligation as provided in the constitution of the said Agency and.

WHEREAS the President and/or Secretary of the Agency has /have been duly authorised to execute this agreement.

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES as under:-

(1) The Agency shall take possession of the common portions and common services of the above-mentioned flats bearing Nos-----situated in -----Estate of the Rajasthan Housing Board at -----and more particularly described in Schedule I hereunder written and with boundaries there to for greater clearness delineated on the plan annexed hereto and there on colored and shown in red only after it has duly executed this agreement as provided in the Regulations.

(2) The Agency shall hold the said common portions and common services as an agent for the hire-purchase period which is a fixed term of -----years commencing from the first day of the month of -----of the year one thousand nine hundred and -----and ending on the last day of the month of -----year -----subject to the following conditions:-

- (a) The Agency shall discharge its responsibility in full as devolving on it in pursuance of Regulations which will be deemed to be forming part of these presents and which are hereby agreed to between the parties to this agreement
- (b) All the hirers who are members of the agency hereby accept their liability and obligation as flowing from the agreements made by them with the owner to which these presents from a collateral agreement and in token of such acceptance have affixed their signatures with these presents.

- (c) The Agency shall as laid down in the Regulations pay all rates taxes, fees charges assessments municipal or otherwise and other fevies of whatsoever nature levied upon the said property herby given to the Agency as agent upon the landlord or the Agency by the local body or the state or Central Govt. direct to the authorities concerned .

Provided that in every case of failure on the part of the Agency to make such payment the owner shall have the power to recover the dues at arrears of land revenue.

- (d) The Agency shall during the said term repair (which expression shall include usual and necessary annual internal and external painting colour and whit-washing ) clean and keep in reasonably good order and condition at its own cost to the satisfaction of the owner or such persons the owner may appoint for the purpose the said property together with the installations there to water supply drainage electricity and any such other services.
- (e) The Agency shall not without the written permission of the owner carry on or permit to be carried on within the said property handed over to it as an Agency any trade or business whatsoever or permit the same to be used for any purpose other than common uses or do or suffer to be done therein any act or thing whatsoever which in the opinion of the owner may be a nuisance, annoyance or disturbance to the owner or the occupiers of other flat/houses in the same building, or in the neighborhood.
- (f) The Agency shall permit the owner or any person authorised in this behalf at all reasonable times in a day during the term hereby granted to enter into and upon the said property and to inspect the state of repairs and if upon such inspection it shall appear to the owner that any repairs whether current or special are necessary the owner may direct the Agency to execute the repairs.

Provided on its failure to do so within the reasonable time the owner may execute them at the expense of the Agency which expense the Agency hereby agrees to reimburse by paying to the owner such amount as the owner (whose decision shall be final ) shall fix in that behalf.

- (g) The Agency shall permit the owner or any person authorsied by the owner to enter into and upon the said property with such workmen as may be necessary for the purpose of laying repairing or placing the water pipe line, sewage line or any electric supply line or any service line and for any work connected therewith as also for the purpose of making any connection to the other properties from any service line laid in the said property.
- (h) The agency shall not make or permit to be made any alterations or additions to the said property without prior permission in writing of the owner and also sanction or permission in writing of the local authority concerned.

Provided that the owner may at his discretion refuse such permission for any alteration or additions whatsoever and his decision in that behalf shall be final.

- (i) The Agency shall not sell transfer, assign, or otherwise part with the possession of the whole or any portion of the said property held by it as an the final.
- (j) The Agency shall be precluded from making complaint or raising objection or setting up claims up regarding the said property at any stage for any reason whatsoever as expressly provided in the Regulation in respect of ' property Circumstances'
- (k) The Agency shall pay every month service charges to the owner as a consequence of the owner incurring any expenditure in regard to the services on account of as failure to carry out such services or as a consequence of non-undertaking of the services by the civic authority or on



account of similar contingency. The corpus of such charges shall be determined by the owner from time to time and shall be final and binding on the Agency.

- (l) No claim can be brought against the said property as the Agency is merely an agent during the hire-purchase period and the vesting of the property with the Agency is effected only after the conveyance deed has been executed as provided in the Regulation.
- (m) The Agency hereby absolves the owner of any liability in case of damage or destruction of the said property as a any accident of whatsoever nature.
- (n) The Agency shall make full regular payments of all the dues that are required to be made by it in pursuance of these presents or the Regulations.

Provided that in the case of failure of the Agency to make such payments, the Chairman shall have the powers to direct the person in custody of the funds of the Agency to pay all the dues.

Provided further that in the case of failure of such person to make such payment within the period specified in the direction the does shall be recoverable as arrears of land revenue

(3) The owner herby agrees after the expiry of the hire-purchase period to transfer the said common portions and common services to the Agency by executing a conveyance deed with it in the prescribed form provided that the constituent member-hirers have paid all the dues of the owner and of the Registered Agency and of she public body if any.

(4) If any dispute or difference arises regarding interpretation of wordings of the said Regulations or the Agreement made there under or any decisions taken or proposed to be taken in accordance with the said Regulation or Agreement the Chairman will take decision and such decision shall be final.

### **SCHEDULE – 1**

The Property includes various parts particularly given here – under with their internal dimensions:-

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The overall dimensions from outside are as under:-

-----  
-----  
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Boundaries of the property are as under:-

ON NORTH

ON SOUTH

ON EAST

ON WEST

In witness whereof parties here to have set their hands the day and year first above written.

All constituent members of the Registered Agency as witness.

- |    |    |
|----|----|
| 1  | 11 |
| 2  | 12 |
| 3  | 13 |
| 4  | 14 |
| 5  | 15 |
| 6  | 16 |
| 7  | 17 |
| 8  | 18 |
| 9  | 19 |
| 10 | 20 |

(i) President

Registered Agency

(ii) Secretary

Registered Agency

Owner

Chairman

Rajasthan Housing Board.

1<sup>st</sup> Witness -----

2<sup>nd</sup> witness-----

## CONVEYANCE DEED – ALLOTTEE

THIS INDENTURE made this-----day of -----  
-----one thousand nine hundred and -----  
-----BETWEEN THE RAJASTHAN HOUSING BOARD constituted under the Rajasthan Housing  
Board Act. 1970 (No. 4 of 1970) (hereinafter called the Board and includes its successors and assigns)  
on the one part and the allottee Shri /Shrimati -----  
-----

( hereinafter called the allottee which expression shall unless inconsistent with the contest or meaning  
include the heirs executors administrators legal representatives(s) and permitted assigns) of the second  
part.

WHEREAS the allottee has separately applied to the Board for the purchase of a house and the  
Board has on the faith of the statements and representation made by the allottee accepted such  
application and has agreed to sell house No -----in the manner  
herein-after appearing

NOW THIS INDENTURE witnesseth that in consideration of the amount of the Rs-----  
------(rupees -----only) paid by the allottee before  
the execution of these presents (the receipt where of the Board hereby acknowledges),the Board doth  
hereby grant, convey, release and assure into the said allottee in perpetuity all the said building,  
construction structure with sanitary, electrical and other fittings on the house -----  
----- (scheme/ colony's name ) consisting of -----  
----- more particularly described in Schedule I hereunder written and for greater  
clearness delineated on the plan annexed to these presents and thereon coloured red together with all  
the rights easements and appurtenances whatsoever to the said house belonging or appurtenant  
subject to the covenants and conditions hereinafter contained.

SUBJECT ALWAYS to the exceptions, reservation, covenants and conditions hereinafter contained that  
is to say as follows:-

- (1) The allottee shall have the right of use of the common Portions and common services alongwith  
other co-allottee of the building subject to the constitution of the Agency of which he is a  
constituent member.
- (2) The allottee shall acquire the lease- hold rights of the land jointly with (the co-allottees and) the  
Agency of which he is a constituent member in pursuance of the lease deed executed between  
the Board allottee the Agency.
- (3) The allottee hereby absolves the Board of all the liabilities in respect of any rates , taxes charges  
and all assessments or other description which are now or at any time hereinafter be assessed  
or imposed upon the said property hereby granted, upon the landlord or the allottee or the  
Agency in respect of the said property by the local body concerned or by the State or Central  
Government or by any other authorities.
- (4) The Conditions stipulated in the lease deed (which shall be deemed to be forming the part of  
these presents) by which the lease-hold rights of the land on which the building containing the  
said flat/ house of the allottee stands have been granted shall apply mutatis mutandis to this  
conveyance and the allottee shall be bound to observe them and shall not do or permit any thing  
to be done in contravention of the said conditions.

(5) Notwithstanding anything hereinbefore contained the allottee, hereby agrees to pay any increase in the price of the tenement , as has been fixed by the Board, arising out or the increase in contractor's / supplier's bills as a consequence of the contractor going to the Court of Law or due to the mutual settlement of the dispute between the Board and the contractor or due to any other contingencies which might be decided hereafter .Such payment shall be proportional amount of such increase the corpus of which will be fixed by the Board which shall be final and binding to the allottee.

The amount thus fixed by the Board shall be paid by the allottee within 2 months of the demand made on him.

IN WITNESS WHERE OF, the parties have hereunto set their hands the day and year first above written.

### THE SCHEDULE I ABOVE REFERRED TO

All that -----floor/house / flat bearing No. -----in Block No.-----in ----- Estate at -----consisting of -----and shown in the annexed plan marked Red.

The boundaries of the property are as under:-

NORTH -----

SOUTH -----

EAST -----

WEST -----

1<sup>ST</sup> Witness

2nd Witness

Allottee

1<sup>ST</sup> Witness

2nd Witness

*For and on behalf of*

**Rajasthan housing Board**

(To be deleted in case of allotment of house)

## CONVEYANCE DEED – HIRER

THIS INDENTURE made this -----day of -----one thousand nine hundred and -----BETWEEN THE RAJASTHAN HOUSING BOARD constituted under the RAJASTHAN HOUSING BOARD ACT (Act No. 4 of 1970) (hereinafter called the Board and includes its successors, and assigns) of the one part and the hirer Shri/ Shrimati----- (hereinafter called the owner which expression shall unless inconsistent with the context or meaning includes the heirs, executors administrators, legal representatives and permitted assigns ) of the second part.

Whereas by a Hire-purchase Tenancy Agreement dated the -----the Board had agreed to allot a flat/house to the Hire-Purchase Scheme and the hire has duly completed the Hire-Purchase Period and has made full payments of all the dues in pursuance of the Rajasthan Housing Board (Disposal of Property) Regulation and the agreements made there under.

NOW THIS INDENTURE witnesses that in consideration of the amount of Rs. ----- (Rupees -----only) paid by the hirer before the execution of these presents (the receipt where of the Board hereby acknowledges) the Board doth hereby grant convey release and assure unto the said hirer in perpetuity all the said buildings, construction structure with sanitary, electrical and other fittings on the house/flat No. -----in building bearing No.-----in----- (scheme/colony's name) consisting of -----more particularly described in Schedule hereunder written and for greater clearness delineated on the plan annexed to these presents and thereon coloured red together with all the rights easements and appurtenances whatsoever to the flat/have belonging or appurtenant subject to the covenants and conditions hereinafter contained.

SUBJECT ALWAYS to the exceptions, reservations, covenants and conditions hereinafter contained that is to say as follows:-

- (1) The owner shall have the right of use of the common portions and common services along with other co-owners of the building subject to the constitution of the Agency of which he is a constituent member.
- (2) The owner shall acquire the lease-hold rights of the land jointly with the co-owners and the Agency of which he is a constituent member in pursuance of the lease executed between the Board owners and the Agency.
- (3) The owner hereby absolves the Board of all the liabilities in respect of any rates charges and all assessments of other description which are now or a any time herein after be assessed or imposed upon the said property hereby granted, upon the landlord or the owner of the Agency in suspect of the said property by the local body concerned or by the State or Central Government or by any other local authorities.
- (4) The conditions in the lease deed (which shall be deemed to be forming the part of these presents) by which the lease-hold rights of the land on which the building containing the said flat of the owner stands have been granted shall apply mutatis mutandis to this conveyance and the owner shall be bound to observe them and shall not do or permit anything to be done in contravention of the said conditions.

IN WITNESS WHERE OF THE parties have hereunto set there lands the day and year first above written

## SCHEDULE - I

The property includes various parts particularly give hereunder with their internal dimensions:-

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The overall dimensions from outside are as under:-

-----  
-----  
-----

Boundaries of the property are as under:-

ON NORTH -----  
ON EAST -----  
ON SOUTH -----  
ON WEST -----

1<sup>ST</sup> Witness

OWNER

2nd Witness

1<sup>ST</sup> Witness

Chairman

2nd Witness

Rajasthan Housing Board

## CONVEYANCE DEED AGENCY

THIS INDENTURE made this -----day of -----one thousand nine hundred and -----BETWEEN THE RAHASTHAN HOUSING BOARD constituted under the Rajasthan Housing Board Act, (Act No. 4 of 1970) (hereinafter called the Board and includes its successors and assigns of the one part and the Agency named -----(hereinafter called the Agency which expression shall unless inconsistent with the context or meaning include its successors in office) of the second part.

WHEREAS in pursuance of Registered Agency Agreement dated the ----- the Board has given the possession of common portions and common services in the house /flats bearing No. -----situated in ----- Estate of the Board during the Hare-Purchase Period and has made full payment of at the dues in pursuance of the Rajasthan Housing Board (Disposal of Property) Regulations. 1970 and the agreements made thereunder.

NOW THIS INDENTURE witnessed that the board doth hereby grant convey, release and assure unto the said agency in perpetuity all the common portions and common services in the house No. ----- in Block No. -----situated in ----- (scheme/ estate of the Housing Board )and more particularly described in Schedule I hereunder written and for greater clearness delineated on the plan annexed to these presents and thereon coloured red subject to the covenants and conditions hereinafter contained .

SUBJECT ALWAYS to the exception reservations, covenants and condition hereinafter contained that is to say as follows:-

- (1) The Agency hereby accepts the right of all its constituent members of use of the common portions and common services, subject to the provisions in the constitution of the Agency.
- (2) The Agency shall acquire the leasehold right of the land jointly with its constituent members in pursuance of the lease deed executed between the Rajasthan Housing Board Constituent members of the Agency and the agency.
- (3) The Agency hereby absolves the Board of all the liabilities in respect of any rates. Taxes charges and all other assessments of other description which are now or at any time hereinafter be assessed or imposed upon the said property hereby granted upon the landlord or the owner or the Agency in respect of the said property by the local body concerned or by State or Central Government or by any other local authority / Board.
- (4) The conditions stipulated in the lease deed (which shall be deemed to be forming part of these present) by which the leasehold range of the land on which the building stands have granted shall apply mutatis mutandis to this conveyance and the Agency shall be bound to observe them and shall not do or permit any thing to be done in contravention of the conditions.

IN WITNESS WHERE OF: the parties have hereto set their hands the day and year first above written.

## SCHEDULE I

The property includes various parts particularly given hereunder with their internal dimension:-

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-----  
-----  
-----  
-----

The overall dimensions from outside are as under:-

-----  
-----  
-----

Boundaries of the property are as under:-

ON NORTH -----

ON EAST -----

ON SOUTH -----

ON WEST -----



All constituent members of the Registered Agency as witness.

- |    |    |
|----|----|
| 1  | 11 |
| 2  | 12 |
| 3  | 13 |
| 4  | 14 |
| 5  | 15 |
| 6  | 16 |
| 7  | 17 |
| 8  | 18 |
| 9  | 19 |
| 10 | 20 |

President  
Registered Agency

Secretary  
Registered Agency

Chairman  
Rajasthan Housing Board.

1<sup>st</sup> Witness -----

2<sup>nd</sup> witness-----

## PERPETUAL LEASE

THIS INDENTURE made this -----day of -----one thousand nine hundred and -----BETWEEN THE RAHASTHAN HOUSING BOARD(a body1 constituted under the Rajasthan Hosing Board Act.1970) (Act No. 4 of 1970) (hereinafter called the 'Lessor' which expression shall unless the context requires another and different meaning includes its successors and assigns) on the one part and /REGISTERED AGENCY named -----and its constituent members, whose names appear in the Schedule II, attached to these present, (hereinafter called 'Lessee' which expression shall in the case of the Registered Agency unless the context requires another and different meaning include its successors in office and in the case of constiment inembers unless the conted requires another and different meaning, their nominees heirs the context requires another and different meaning their nominees, heirs, executors administrators, legal reposesentatives and permitted assigns. Shri -----s/o Shri -----residing at----- (hereinafter called 'Lessee' which expression shall unless the contest requires another and different meaning include his/her nominees, heirs executors administrators, legal representatives and permitted assigns) on the other part.

WHEREAS the constituent members of the Registered Agency have separately applied to the Housing Board for the grant of joint lease in undivided equal shares of land belonging to the Lessor (hereinafter described) and placed at the disposal of the Lessor under section-----of the Rajasthan Housing Board Act,1970 (Act.No.4 of 1970 )and each constituent member has applied to the Housing Board for the Schedule II attached in these present the Lessor has on the faith of the statements and representations made by constituent member accepted such applications and has agreed to demise the said land to the Registered Agency and its constituent members jointly.

## OR

WHEREAS the Lessee Shri -----has separately applied to the Housing Board for the grant of lease of land belonging to the Lessor and placed at the disposal of the disposal of the Lessor under section -----of the Rajasthan Housing Board Act. 1970 (Act. No. 4 of 1970) and the Lessee has applied to the Housing Board for the purchase of s dwelling unit the details of which are gives in the Schedule II attached to these presents 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 land to the Lessee.

NOW THIS INDENTURE WITNESSETH that in consideration of the premium of Rs. ----- (Rupees ----- only) paid before the execution of these presents (the receipt where of the Lessor herby acknowledges) and of the Registered Agency and its constituent members/Lessee hereinafter contained the Lessor DOTH here by demise unto the Registered Agency and its constituent members/Lessee all that land under and appurtenant to the residential flats/ house bearing Nos.-----Block No.-----in the lay-out of -----containing by admeasurements an area of -----square yards acres or thereabout situated at -----which land is more particularly described in the Schedule I hereunder written and with boundaries there of for greater clearness has been delineated on the plan annexed to these presents and thereon coloured red (hereinafter referred to as said land) together with all rights easements and appurtenances

whatsoever to the said land belonging or appertaining TO HOLD the said land hereby demised unto the Registered Agency and its constituent members/Lessee in perpetuity from-----day of -----one thousand nine hundred and -----YIELDING AND PAYING there for yearly rent payable in advance of rupees----- (Rupees -----only) 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 or July in each year at the office of the Lesser or at such other place as may be notified by the Lesser.

From-----day of-----one thousand nine hundred and-----the rent amounting to Rs. ----- (Rupees -----only) from the date of commencement of this Deed to the last mentioned date having been paid before the execution of these presents.

SUBJECT ALWAYS to the exception reservations covenants and conditions hereinafter contained that is to say as follows:-

- (1) The lessor excepts and reserves unto himself all mines minerals coals gold-washing earth oils and quarries in or under the said land 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 removing and enjoying the same without providing or leaving any vertical support for surface of the said land or for any building for the time being standing thereon provide always that the lessor shall make reasonable compensation to the lessee for all damage directly by the exercise of the rights hereby reserved or any or them.
- (2) Each of the constituent of the Registered Agency lessee shall pay unto the lessor his share of the yearly rent hereby reserved as given in the schedule II on the days and in the manner hereinbefore appointed.
- (3) Each of the constituent member/lessee shall maintain and keep his house/flat (outside or inside) and joint walls in good repair and in proper sanitary conditions.
- (4) The lessee shall not deviate in any manner from the layout plan nor alter the size of residential plot whether by sub-division amalgamation or otherwise.
- (5) The lessee shall keep and maintain good repair or all drains water pipes, electric lines and connections and sanitary and sewage system and permit and allow the same to be maintained and used for purpose thereof respectively.
- (6) The lessee shall not transfer, assign or otherwise part with the possession of the whole or any part of the said land and/period in case/or the houses/flats within a period of 7 years from the date of allotment in case or outright sale and before the expiry of hire-purchase of allotment on hire-purchase basis, except with the previous consent of the lessor in writing which it shall be entitled to refuse in its absolute discretion.
  - (a) PROVIDED that in the event or transfer being made within the foresaid period without obtaining previous consent of the lessor in writing, such transfer shall not be recognised by the lessor and it shall be open to the lessor to terminate the lease.
  - (b) Notwithstanding anything contained in sub-clause (a) above, the lessee may with the previous consent in writing of the lessor, mortgage or, charge the said land or any of the flats to such person as may be approved by the Lessor in his absolute discretion.

- (7) Notwithstanding the restrictions limitations and conditions as mentioned in sub-clause 6 (a) above, the lessee /constituent members of the Registered Agency shall be entitled to sublet the whole or any part of the house/flat erected upon he residential plot for the purposes of private dwelling.
- (8) Whenever the title of lessee/any of the constituent member of the Registered Agency in the said land 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 therefore.

In case the property is mortgaged to the Life insurance Corporation for a loan against it,' the Rajasthan Housing Board accepts the right of the Corporation to sell the said property to any person in exercise of the rights reserved by the Corporation under the terms of the mortgage Deed entered into by the Life insurance Corporation and the lessee.

- (9) Whenever the title of lessee/any of the constituent members of the Registered Agency in the said land is transferred in any manner whatsoever the transferor 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 any of the lessee/constituent member of the Registered Agency 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 on whom the title devolves, as the case may be, shall apply on the lessor to the lessor with certified copies of the documents (as evidencing the transfer or devolution).

If the transferor and the transferee neglect to give notice of such transfer in writing to the lessor, the lessor may impose for each case of neglect liquidated damages, amounting to Rs.100/- for the first year and thereafter 100/- rupees for each successive year or part thereof of such neglect.

- (10) A. Notwithstanding anything hereinbefore contained the lessee hereby agrees to pay any increase in the premium and consequent increase in the ground rent as has been fixed by the Board arising out the increase in compensation of land which might be decided hereafter .Such payment shall be proportionate amount of such increase in compensation the corpus of which will be fixed by the Board which will be final and binding to the lessee.

The amount of increase in premium and that of the arrears due to increased ground rent will be paid by the lessee within two months of the demand on him.

- (11) All arrears of rent and other payments due in respect of said land hereby demised or any of the houses/flats hereby conveyed shall be recoverable in the same manner as arrears of land revenue.
- (12) 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.
- (13) The lessee shall not without the previous permission in writing of the lessor and also the sanction or permission in writing of the proper municipal or other authority erect or re-erect any of the houses/flats or make any alteration or addition either externally or internally to such houses/flats Provided under a scheme, the lessee shall follow the elevation etc, as prescribed by the Board.
- (14) The lessee shall our without the written consent of the lessor carry or permit to be carried on the said land or in any of the house/flats thereon any trade or business whatsoever or use of 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 or persons living in the neighborhood.

- (15) The lessee shall at all reasonable time grant access to the said land and houses/flats thereon to the lessor or any officer duly authorised by the lessor for being satisfied that the covenants and contained herein have been and are being complied with.
- (16) The lessee shall on the determination of the peaceably yield up the said land and the houses/flats thereon unto the lessor.

PROVIDED THAT, if the lease is determined otherwise than on forfeiture and the houses/flats or any of the house/flats are entered upon and taken possession of by the lessor, shall pay to the respective lessee constituent members the or members the value of his or their interest in the said land and fixtures on the date of the determination of the lease the net value to be determined in the absence of an agreement between the lessor and the lessee/ constituent member of the Registered Agency concerned by arbitration as hereinafter provided.

- (17) If any sum recoverable hereunder or 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 been demanded or not or if it is discovered that this Deed has been obtained by suppression of any fact or by any misstatement, misrepresentation or fraud or if there shall have been in the opinion of the lessor, whose decision shall be final any breach by lessee/any of the constituent members of the Registered Agency or by any persons claiming through or under him of any of the covenants or conditions contained therein 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 of right of re-entry upon said land hereby demised and the flats/house thereon, to re-enter upon and take possession of the said land and or both the flats and fixtures thereon there upon this Deed and every thing herein contained shall cease and determine the lessee/constituent member whose flat has been re-entered upon and the lessee/constituent member 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 its right of re-entry as aforesaid and in its 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 it and may also accept the payment of rent which shall be in arrear as aforesaid together with interest at the rate of six per cent per amount

PROVIDED FURTHER THAT, if the property is mortgaged with the Life Insurance Corporation against a loan for the same the Rajasthan Housing Board would.

- (i) Give to Life Insurance Corporation a notice of 6 months in case of any breach in terms and conditions of the lease in order to entitle and enable the Corporation to have the breach removed or rectified.
- (ii) Re-enter or acquire the property, subject to the rights of the Life Insurance Corporation as Mortgages, and
- (iii) If there shall have been any breach by the lessee or by any person claiming through or under him or any of the covenants or conditions contained therein then the lessee shall be entitled at least to the return of the premium paid by him for the land and to fair and reasonable compensation for the structures thereon from lessor.

(18) No forfeiture re-entry shall be affected until the lessor has served on the lessee /constituent member or members a notice in writing. .

(a) Specifying the particular breach complained of &

(b) If the breach is capable of remedy, requiring the lessee/ constituent member or the members to remedy the breach and if the lessee/constituent member or the members fails or fail or fail 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 its discretion, relieve against forfeiture on such terms and conditions as it thinks as it thinks proper.

Nothing in this clause shall apply to forfeiture or re-entry

(a) For breach of covenants and conditions relating to sub-division or amalgamation, erection, re-erection or alteration to the flats and transfer of the said land or the that's as mentioned hereinbefore.

(b) In case this Deed has been obtained by suppression of any fact misstatement, misrepresentation or fraud .

(19) The lessee shall deposit in advance the tease rent or urban assessment of a period of five years and thereafter pay the lease rent every year on due dates thereby keeping the lease rent for 5 years in deposit at every stags.

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 year provided that the increase in the tent fixed or each time shall not exceed 25 per cet of that payable immediately before the enhancement is due .

(20) In the event of any question, dispute or difference arising under these present, or in connection therewith (except as to any matters the decision of which is specially provided by these presents) whether between the lessor, the Registered Agency, and its constituent members or between constituent members themselves, or between the Registered Agency and its constituent members, the same shall be referred to the sole arbitration of the person appointed by the lessor It will be on objection to any such appointment that the arbitration so appointed is a Government servant or official of the Rajasthan Housing Board and that he has to deal with the matters to which the deed relates, or that in the course of his duties as a Government servant or official of the Rajasthan Housing Board he expressed views on all or any of the matters in dispute or difference. The award of arbitrator so appointed shall be final and binding on the parities.

The arbitrator may with the consent of the parties enhance 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 modification thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.

(21) All notices orders direction, consents or approvals to be given under this Deed shall be in writing and shall be signed to such officer as may be authorised by the chairman.

- (22) All powers exercisable by the lessor may be exercised by this Chairman.
- (23) The Rajasthan Housing Board (Disposal of Property) Regulation 1970 as amended from time to time applicable to this deed.

Note: - (This clause will be deemed to have been deleted in case the allottee has got a loan form the Life Insurance Corporation against this house.)

IN WTTINESS WHERE OF the parties hereto have set their hands the day and year first year first bove written.

### THE SCHEDULE I ABOVE REFERRED TO

All that plot of land appurtenant to flats/houses Nos -----  
 and in Block No. -----in -----  
 housing Estate at -----and measuring -----  
 sq, yds/acres or thereabout bounded as follows.

- NORTH
- EAST
- SOUTH
- WEST

And shown in the annexed plan and marked with its boundaries in red.

### SCHEDULE II

(Names of Constituent Members and yearly rent as attached here)

Name of the constituent member	No of flat	Amount of yearly
Signed by all constituent members	allotted	rent.

of the Registered Agency.

- |          |          |
|----------|----------|
| 1-----   | Witness. |
| 2. ----- | 1. ----- |
| 3. ----- | 2. ----- |
| 4. ----- |          |
| 5. ----- |          |

Signed by Shri/ Shrimati -----	Witness:-
----- On	1. -----
behalf of the Registered Agency	2. -----

Signed by Shri. -----

For and on behalf of the  
Rajasthan Housing Board

Witness

1. -----  
2. -----

### SCHEDULE II

S.No.	House No.	Name of the allottee	Yearly ground rent
1	2	3	4

Signed by Siri/ Shrimati -----

As lessee on -----

Witness

1.----- S/o -----  
2..----- S/o -----

Signed by Shri -----

for and on behalf of the Rajasthan Housing Board (Lesser )

on -----

Witness

1. ----- S/o -----  
2...----- S/o -----

-----



## राजस्थान आवासन मण्डल, जयपुर

राजस्थान आवासन मण्डल की 163वीं बैठक दिनांक 19-4-93 को सम्पन्न बैठक में उपस्थिति निम्नानुसार रही :-

श्री.एस.अहमद	अध्यक्ष, राजस्थान आवासन मण्डल	:	अध्यक्ष
श्री.सी.एस.मेहता,	मुख्य नगर नियोजक	:	सदस्य
श्री.बी.जी.शर्मा	आवासन आयुक्त	:	सदस्य

बैठक में सर्व श्री.एम.के खन्ना, उप शासन सचिव , नगरीय विकास एवं आवासन विभाग, श्री विनोद पाण्डया, उप आय-व्यय अधिकारी, वित्त विभाग अब्दुल मतीन प्रबन्ध निदेशक,आवास विकास संस्थान ,श्री.एन.एन नरहरी, मुख्य अभियन्ता, राजस्थान आवासन मण्डल, श्री.आर. एस.गठाला, सचिव, राजस्थान आवासन मण्डल श्री.एस.सी.व्यास, मुख्य लेखाधिकारी, राजस्थान आवासन मण्डल,श्रीमती प्रर्मिला सुराणा, मुख्य सम्पदा प्रबन्धक एवं श्री.आर.सी अग्रवाल , अतिरिक्त सचिव भी उपस्थित थे।

### कार्यवाही विवरण:-

#### 163.1 मण्डल की 162 वीं बैठक के निर्णयों का अनुमोदन :

मण्डल की 162 वीं बैठक दिनांक 30.1.93 में लिये गये निर्णयों का अनुमोदन किया गया।

#### 163.2 मण्डल की 162 वीं बैठक के निर्णयों की क्रियान्विति प्रतिवेदन :

मण्डल की 162 वीं बैठक के सम्बन्ध में प्रस्तुत कार्यवाही प्रतिवेदन का अवलोकन किया गया।

#### 163.3 राजस्थान आवासन मण्डल सम्पत्ति निस्तारण विनियम 1970 में प्रस्तावित संशोधन :

राजस्थान आवासन मण्डल सम्पत्ति निस्तारण विनियम 1970 को राज्य सरकार द्वारा 1971 में स्वीकृत किये गये थे। समय के अन्तराल के साथ मण्डल को इन विनियमों में अनेक परिवर्तन करने की आवश्यकता महसूस हो रही है। विचार विमर्श के पश्चात् मण्डल ने विनियमों में प्रस्तावानुसार (परिशिष्ट-अ) संशोधन करने का निर्णय लिया। संशोधित विनियमों को राज्य सरकार से भी अनुमोदित करवा लिया गया।

#### 163.4 स्व-वित्त-पोषित योजनान्तर्गत "ढाँचे " के रूप में निर्णय करने बाबत :

मकानों के निर्माण में उत्तरोत्तर वृद्धि के कारण आवंटियों को मकान लेने में आयी कठिनाइयों को देखते हुए भविष्य में नये पंजीयन के तहत केवल स्व-वित्त-पोषित योजनान्तर्गत अर्द्ध निर्मित ढाँचे के रूप में मकान दिये जाने का निर्णय लिया गया।

#### 163.5 Compensatory (Fixed Conveyance ) Allowance :

मकानों के निर्माण उपक्रम ब्यूरो को मण्डल के पत्र क्रमांक 1033 दिनांक 17-3-93 के द्वारा अनुमोदनार्थ प्रेषित किया गया है। वित्त के प्रतिनिधि ने अवगत करवाया कि वित्त विभाग एवं ब्यूरो ने इस मामले में अन्तिम निर्णय नहीं लिया है अतः फिलहाल अगले पर निर्णय स्थागित रखा जाता है जो उचित होगा। विचार विमर्श के पश्चात् इस मामले का निर्णय स्थागित रखा जाय।

163.6 राजस्थान आवासन मण्डल कर्मचारियों को 9,18 वर्ष 27 वर्ष की अवधि पर पदोन्नति के अभाव में चयनित वेतन श्रृंखला दिया जाना :

वित्त विभाग के प्रतिनिधि नें अवगत करवाया है कि वह प्रस्ताव विभाग एव राजकीय उपक्रम ब्यूरो के बीच विचाराधीन है अतः इस पर निर्णय स्थागित रखा जाता है तो उचित होगा।

बाद विचार-विमर्श मण्डल प्रसतावानुसार अपने कर्मचारियों को उक्त श्रृंखला देने का अनुमोदन करता है। आदेश जारी करने से पूर्व प्रतिनिधि द्वारा उठाये गये मुद्दे को दृष्टिगत रखते हुए ब्यूरो की स्वीकृति प्राप्त करली जाए।

163.7 पंजीकरण /आवटन में आवेदक /आवंटी के निकट सम्बन्धी का नाम जोड़ने बाबत :

प्रस्ताव का वाद विचार विमर्श अनुमोदन इस संशोधन के साथ किया गया। प्रस्तुत किये गये प्रस्ताव के अनुच्छेद तीन में पक्ति नम्बर 6 व 7 में शब्द "इन निकट सम्बन्धियों के स्वयं के नाम पूर्व में आवास होते हुए भी वे अपना नाम पंजीकरण/आवंटन में जुडवा सकते हैं।" विलापित किये जाये।

163.8 राजस्थान आवासन मण्डल कर्मचारी सेवा विनियम 1970 संशोधन :

प्रस्तावनुसार राजस्थान सेवा नियमों के नियम 244 (2) के अनुरूप राजस्थान आवासन मण्डल कर्मचारी सेवा विनियम 1970 में नया नियम 34 (ए) निम्नानुसार जोड़े जाने का निर्णय लिया गया।

**"34-A Compulsory retirement on the recommendation of the Review Committee :-**

The appointing authority on the recommendation of the review committee to be appointed by U.D.H. Department for the officers & by the Chairman for other employees shall be competent to retire an employee of Board who has completed 25 Year of qualifying service or 50 years of age by adopting the same procedure as prescribed in 244 (2) of R.S.R."

163.9 पूर्व में परिचलन से भेजे गये मामलो की पुष्टि :-

(a) **MIG-II HS at Sector X, Sanganer,**

विचार विमर्श के पश्चात् इस बिन्दु की पुष्टि की गई।

(b) **Acceptance of Block State Govt. Guarantee by Govt. for taking Loans from HUDCO and other Financial Institutions.**

विचार विमर्श के पश्चात् इस बिन्दु की पुष्टि की गई।

(c) **Loan for construction of MIG-II flats Sector X, Sanganer, Scheme, Amounting to Rs. 500 lacs.**

विचार विमर्श के पश्चात् इस बिन्दु की पुष्टि की गई।

**(d) To Authorise Chairman, R.H.B., to approve on behalf of the board the raising of loans and Issuing administrative and financial approvals for various housing schemes.**

विचार विमर्श के पश्चात् इस बिन्दु की पुष्टि की गई।

**(e) For nomination as nominal member of Rajasthan State Co-operative Bank Ltd .**

विचार विमर्श के पश्चात् इस बिन्दु की पुष्टि की गई।

**(f) रातस्थान आवासन मण्डल कर्मचारी पेन्शन विनियम 1993 एवं सामान्य भविष्य निधि विनियम 1993**

उक्त प्रस्ताव का परिचलन से अनुमोदन करा लिया गया था जिसकी पुष्टि की गई। यह योजना दिनांक 1-1-93 से लागू की जावेगी। इसके लिए विस्तृत कार्य प्रणाली निर्धारित की जाकर ही इसकी क्रियान्विति की जावे। यदि आवश्यक हो तो राज्य सरकार से स्वीकृति भी प्राप्त करली जावे।

**(g) सम्पदा प्रबन्धक के पद पर पदोन्नति हेतु राजस्थान आवासन मण्डल कर्मचारी भर्ती एवं पदोन्नति विनियम 1978 में प्रावधान जोड़ने / संशोधन करने के सम्बन्ध में।**

पूर्व में परिचलन से जारी किये गये विचार बिन्दुओं पर सदस्यों की सहमति प्राप्त हो चुकी थी। पुनः इस बिन्दु की पुष्टि की गई।

#### **163.10 CH Ph VII Kuri Bhagtasani, Jodhpur, (Scheme No. 9910)**

मण्डल द्वारा हुडको की शर्तों पर 198-86 लाख रुपये का ऋण प्राप्त करने हेतु आवासन आयुक्त को ऋण प्रपत्र निष्पादित करने के लिए (बोर्ड के उप आवासन आयुक्त एवं एक अन्य अधिकारी की उपस्थिति में) बोर्ड की कॉमन सील (Common seal) के द्वारा अधिकृत किये जाने की स्वीकृति दी गयी। साथ ही उपरोक्त योजना के अन्तर्गत आवास निर्माण हेतु 239.83 लाख रुपये व्यय करने की प्रशासनिक एवं वित्तीय स्वीकृति दी गयी।

#### **163.11 घटाल (भिवाडी) की अवप्त भूमि रीकों को आवटन करने के सम्बन्ध में।**

प्रस्तावानुसार ग्राम घटाला भिवाडी की 102 बीघा 09 बिस्वा भूमि जो कि अवाप्ति के अधीन है, की मुआवजा राशि एवं प्रशासनिक व्यय रीकों से प्राप्त होने पर उसको संस्था को हस्तान्तरित करने का निर्णय लिया गया।

#### **163.12 विभिन्न समितियों के निर्णयों की पुष्टि :-**

(अ) दिनांक 29.3.93 को सम्पन्न हुई सम्पति आवटन समिति की बैठक के निर्णयों का अवलोकन कर अनुमोदन किया गया।

(ब) लागत एवं वित्त समिति की बैठक दिनांक 27.7.93 के निर्णय :

दिनांक 27.3.93 को उक्त बैठक में लिये गये निर्णयों का अनुमोदन किया गया।

163.13 राजस्थान आवासन मण्डल कर्मचारी भर्ती एवं पदोन्नति विनियम 1976 के परिशिष्ट प्लानिंग के संशोधन के सम्बन्धन में :

विचार विमर्श के पश्चात् यह निर्णय लिया गया कि मण्डल प्रथमतः मुख्य नगर नियोजक से प्राप्त नियमों के विद्यमान नियमों की जाँच करले एवं जो संशोधन वांछित हो उनके लिये प्रस्ताव पुनः बना कर परिचलन से प्रस्तुत किये जायें।

163.14 मण्डल की लागत वित्त समितियों की बैठकों के दिनांक 24-2-92 , 7-5-92 , 25-7-92 , 20-8-92, 8-10-92 , 17-10-92 , एवं 23-11-92 में किये गये निर्णयों का अनुमोदन किया गया।

अध्यक्ष महोदय की अनुमति से :-

**163.15 Revised Financial pattern for HUDCO Financial Schemes effective from 1-4-93:-**

हडको द्वारा वित्तीय पैटर्न (Financial Pattern) में दिनांक 1.4.93 से संशोधन किया गया है। मण्डल द्वारा उसी के अनुरूप हडकों से आवासीय योजनाओं के लिये ऋण प्राप्त करने की स्वीकृति प्रदान की गई।

**163.16 Revision of Income Categories cost ceiling Registration amount Interest rates repayment periods and seed money etc.**

हडको द्वारा वित्तीय पैटर्न (Financial Pattern) में दिनांक 1.4.93 से संशोधन किये जाने के कारण वित्तीय आयुवर्ग में सीमा, "सीलिंग कॉस्ट" "पुनः भुगतान " की अवधि एवं ब्याज आदि में परिवर्तन किया है। उसी के अनुरूप राजस्थान आवासन में भी परिशिष्ट-1 के अनुसार संशोधन किये जाने की मण्डल की स्वीकृति प्रदान की गई।

**163.17 CHS for Beedi workers in Ph III, Jawahar Nagar Bundi (Scheme No10071)**

प्रस्तावनुसार विचार विमर्श के पश्चात् मण्डल द्वारा हडको पर 62-60 लाख रुपये का ऋण प्राप्त करने हेतु आवासन आयुक्त /उप आवासन आयुक्त /अन्य कोई अधिकारी की उपस्थिति में ऋण प्रपत्र निष्पादित करने हेतु अधिकृत किया गया साथ ही योजना के अन्तर्गत आवास निर्माण के संबंध में 80.33 लाख रुपये व्यय करने की प्रशासनिक एवं वित्तीय स्वीकृति प्रदान की गई।

163.18 मण्डल को अवगत कराया गया कि कार्यालय आदेश क्रमांक (1) कार्मिक/स्थानान्तरण/46/93/159 दिनांक16-4-93 द्वारा आवासीय अभियन्ता खण्ड गुणवत्ता नियंत्रक, जयपुर का पद वित्तीय वर्ष 93-94 के लिये वृत्त कोटा में कार्य को देखते हुए स्थानान्तरित किया गया है।

मण्डल ने दोना प्रस्तावों पर विचार विमर्श के पश्चात् जारी किये गये आदेशों की पुष्टि की। मण्डल ने यह भी निर्णय लिया कि ऐसे प्रकरण भविष्य में अध्यक्ष महोदय की अनुमति से कार्य की महत्ता को देखते हुए जारी किये जा सकते हैं।

(आर.एस.गठाला)

सचिव

राजस्थान आवासन मण्डल, जयपुर

## RAHASTHAN HOUSING BOARD: JAIPUR

Annexure of item No.:-163.3

### STATEMENT OF AMENDMENTS PROPOSED IN THE RAJASTHAN HOUSING BOARD'S DISPOSAL OF PROPERTY REGULATIONS

S.No.	Existing	Proposed	Remarks
	<u>CHAPTER-1</u> <u>PRELIMINARY</u> <u>APPLICATION AND COMMENCEMENT</u>		
1.(ii)	<p>Applicability</p> <p>These regulations shall apply generally to those schemes in which properties created thereunder are to be disposed of by say or sale of hire-purchase and in particular to the following schemes: -</p> <p>(a) Janta Income Group Housing Scheme                      (b) Low Income Group Housing Scheme                      (c) Middle Income Group Housing Scheme                      (d) High Income Group Housing Scheme</p>	<p>(ii) Applicability</p> <p>These regulations shall apply to all schemes and categories thereunder including Self Financing Scheme or any other scheme that may be framed by the Board in which properties created are to be disposed of by way of sale, auction or any other mode.</p> <p>Provided that any reference to the words 'hire', 'hire', 'hire', purchase, 'hire purchase tenancy agreement', hire purchase price &amp; hire purchase system' as appearing anywhere in the regulations or in the forms &amp; schedules attached thereto shall have their application only to the properties already disposed of /allotted on hire purchase basis before the promulgation of the amended regulation.</p> <p>Provided further that the Board may decide to dispense with the allotment /disposal of properties on hire purchase basis even to the existing registered applicants irrespective of their options.</p>	
2(4)	<p>"Allottee" means a person to whom a property has been allotted by way of sale.</p>	<p>Allottee means a person or a body to whom property has been disposed of by way of sale or auction or through any other mode.</p>	
2(12)	<p>Conveyance Deed means an agreement in the prescribed form between the Board and allottee or hirer or the registered agency as the case may be, by which the title in the property is, transferred to the allottee or hirer or the registered Agency on the terms &amp; conditions specified in the said agreement.</p>	<p>Conveyance Deed means an agreement in the prescribed form between the Board and allottee or a registered agency as the case may be, by which the title in the property is, transferred to the allottee or registered Agency on the terms and conditions specified in the said agreement.</p>	

S.No.	Existing	Proposed	Remarks
2(13)	Disposal Price or "Hire-Purchase Price" means when applied to a property the price at which the Property is to be disposed of by sale or hire-purchase, the amount being fixed for each case on the basis approved by the Board from time to time.	Disposal Price' When applied to a property means the price at which the property is to be disposed of by sale or any other mode of disposal, the amount being fixed in each case on the basis of approved principles of costing and decision taken by the Board from time to time.	
2(18A)	"High Income Group Person" means the person whose annual aggregate income is above Rs.18, 000.	Deleted.	
2(24)	"Income" means the aggregate annual Income regularly derived by the Applicant and his wife/her husband from occupation, trade business or employment or any other calling or source consisting normal means of livelihood.	"Income" means the aggregate annual Income regularly derived by the Applicant and his business or employment or any other calling or source consisting normal means of livelihood.  The income so computed shall be the basis on which the Board may determine the income categories for the purpose of deposition of registration money, etc.	
2(24A)	Janta Income Group person' means a person whose annual aggregate income does not exceed Rs.2400/-	Deleted.	
2(24A)	New	Income Group' means, a certain range of a aggregate income of an individual as specified by the Board from time to time based on which he is placed in one of the income categories such as EWS,LIG, MIG (B), & HIG for allotment of a house.	
2(25)	'Low Income Group Person'means a person whose annual aggregate income does not exceed Rs.7200/-	Deleted.	
2(26)	'Middle ' Income Group Person' means a person whose annual aggregate income is above Rs. 7200/- but does not exceed Rs. 15,000/-	Deleted.	
2(27)	'Nominee' means a person who has been nominated by the hirer to be the person to whom rights and liabilities in the property shall be passed on in the event of his demise or similar contingencies.	'Nominee' means a person who has been nominated by the applicant / allottee to be the person to whom rights and liabilities in the property shall be passed on in the even of his demise .	

S.No.	Existing	Proposed	Remarks
2(28)	‘Penalty means an additional amount as laid down in the relevent agreement payable by the allottee ot hirer as a consequence of his default in the payment of prescribed dues.	Deleted.	
2(37)	New	‘Year’ means the year reckoned from the first day of April of a calendar year and ending on the thirty day of March of the next calendar year.	

S.No.	Existing	Proposed	Remarks
	<u>CHAPTER-II</u>		
5.	<p><u>Disposal of property</u></p> <p>The disposal of property shall be effected by either hire-purchase or sale as decided by the Board which shall also decide other criteria for disposal as found necessary or derirable including the of eligibility provided that such criteria shall be in consonance with the schemes.</p>	<p><u>Disposal of property</u></p> <p>The disposal of property shall be effected by sale, allotment, auction or any other mode as decided by the Board which shall also decide other criteria for disposal as found necessary or derirable including the criteria of eligibility provided that such criteria shall be in consonance with the schemes.</p>	
6.	<p><u>Fixation of price :-</u></p> <p>The hire-purchase price or the disposal price, as the case may be, shall be the cost of property as fixed by the Board.</p>	Deleted.	
7.	<p><u>Eligibility of Allotmen :-</u></p> <p>A person shall be eligible for allotment of a dwelling unit if he or his wife/her husband or any of his dependent relation including un-married children does not own in full or in part on free hold or lease hold basis any residential plot or house in the city of town where allotment is sought ,if however the plot of land under the residential house owned is less then 90 sq, yards or the house owned is in the dilapidated conditions or is situated in inhabitable locality, this condition may be relaxed, provided further that in case of persons who are to sharers of ancestral house and their share of accommodation is inadequate to their requirement this condition any also be relaxed.</p>	<p><u>Eligibility of Allotment :-</u></p> <p>Unless otherwise required under the Board/ schemes a person registered under a particular scheme of the Board, shall be eligible for allotment of a dwelling unit if he or his wife her husband or any of his dependent relations including unmarried children does/do not own in full or in part on free hold or lease hold basis any residential plot or house in the city or town where allotment is sought. If however, the plot of land under the residential house owned by the allottee or registered applicant is less than 90 sq. meters or the house so owned is in a dilapidated condition or is situated in an uninhabitable locality ,this condition or is situated in an uninhabitable locality this condition may be relaxed provided further in case of persons who are cosharens of an ancestral house and their shames of an accommodation is inadequtata to their requirement this condition may any aqari on relaxed.</p>	
9.(i-A)	New	(i-A)	After the work of construction is commenced by the Board the applicant to whom the property is intended be allotted shall have to pay a specified sum as seed money in one or more installments over a specified period of time as decided by the Board from time to time .



S.No.	Existing	Proposed	Remarks
9. (ii)	When a property is disposed of by sale the applicant to whom the property has been allotted shall have to pay the balance amount of the disposal price (i.e. after adjusting the registration deposit and interest ) within 4 month of the date of allotment letter.	When a property is disposed of by sale, the applicant to whom the property has been allotted shall have to pay the balance of the disposal price (after adjusting the registration deposit, seed money and interest) within a specified period as decided by the Board from time to time.	
9(iii)	If the allottee fails to pay the amount within the specified period of four months, he shall be charged interest @ 10% on the aforesaid amount for the first month of default and further interest @ 2% for the second month of default. In case of failure of 6 month or to fulfil the requirements as specified in the allotment letter, the allotment shall be cancelled and a sum equal to 20% of the registration deposit shall be forfeited and the balance refunded without interest.	If an allottee before taking possession of the allotment fails to pay the amount within the specified period the he shall be charged interest at such rates as may be decided by the Board from time to time on the aforesaid amount for the period of default. In case of failure to pay the amount within the period as specified in the allotment letter or within the extension in time allowed on payment of interest, to the allottee, the allotment is liable to be cancelled and a sum equal to an amount to be decided by the Board shall be forfeited from the registration deposit and the balance refunded without interest.	
10(i)	When a property is disposed of under Hire-purchase Scheme, the applicant to whom the property has been allotted shall have to deposit a sum as fixed by the Board from time to time as hire purchase deposit. The hirer shall have to pay this amount when required to do so within one month of demand letter. The amount of registration deposit on the applicant and interest thereon shall not be appropriated for this purchase but shall be adjusted towards the disposal price and other dues of the Board. The hire purchase deposit shall be adjusted or refunded as the case may be, at the time of execution of the conveyance deed.	Deleted.	
10(ii)	If the hirer fails to pay the balance amount within the specified period or to fulfill the requirements as specified in the allotment letter, the allotment shall be cancelled and a sum of money equal to 20% of registration deposit shall be forfeited and the balance refunded.	Deleted.	

S.No.	Existing	Proposed	Remarks
10(iv)	New	(iv)	Where the allottee fails to make the payment of monthly installment or of any other dues of the Board in time, the tenancy is liable to be terminated and the Board without prejudice to any other rights accruing to it shall be free to dispose of the property in any manner including auction as it deems fit. In such a case the entire amount deposited by the allottee shall be liable to be forfeited.
11.	<b><u>PERIOD OF HIRE PURCHASE</u></b> The hire-purchase period, not exceeding 30 Year , shall from time to time be decided by the Board thus determining the No. of monthly installments.		Deleted.
12.	<b><u>MONTHLY TENANCY</u></b> Subject to the provisions of Regulation 14, the hire-purchase price of the property including interest thereon at such rates as may be prescribed by the Board shall be recovered in specified number of monthly instalments, the amount whereof shall be fixed by the Chairman in every-case.  Provided that on receipt of an application from the hirer, the Chairman may permit the payment of the hire-purchase price outstanding on the date of such applications to-gather with interest or other dues if any, to be made in lump sum.  Provided further that where a hirer is permitted to pay the hire-purchase price as aforesaid in lump-sum, he shall not mortgage transfer or part with the possession of the property till the expiry of the hire-purchase period otherwise than with the prior permission of the Board.		Deleted.  Deleted.  Deleted.
13(ii)	<b><u>Allottee/hirer to enroll as a member of registered agency</u></b> No allottee or hirer shall be entitled to the delivery of possession of the property unless such allottee or hirer has enrolled himself as a member of the registered agency-		Deleted.

S.No.	Existing	Proposed	Remarks
14.	<p><u>Use of property :</u> The property thus allotted shall be used for such purpose only as may be specified in the conveyance Deed/Hire-purchase Tenancy Agreement Form.</p>	<p><u>Use of property :</u> The property thus allotted shall be used only for the purpose for which it has been allotted.</p>	
18.	<p><u>Payment of charges for maintenance of roads etc.</u> As the roads. water supply, drainage street light and such other civil services are envisaged, to be maintained by the municipal authorities and as the common services and upkeep of common portions are to be attended to by the Registered Agency, no levy of services charges by the Board is envisaged , if however, any services are to be run and maintained by the Board the service charges determined by the Board from time to time have to be paid by the hirer to the Board.</p>	Deleted.	

S.No.	Existing	Proposed	Remarks
	<u>CHAPTER-III</u>		
23.	<u>Constitution and functions of Property Allotment Committee</u>	<u>Constitution and functions of Property Allotment Committee</u>	
(i)	The Board shall for the purpose of allotment of property under these regulations constitute a committee to be called Property Allotment Committee (hereinafter called the Committee) Consisting of 5 persons as detailed below :-	(i) The Board shall for the purpose of allotment of property under these regulations, constitute a committee at head quarters to be called the Property Allotment Committee (hereinafter called the Central Committee) Consisting of members both official and non official, to be appointed by the Board from time to time.	
	1. Chairman Housing Board, Chairman of the Committee	(ii) The Board may also for the purpose of allotment of properties constructed by it in various cities constitute a Property Allotment Committee at the district level, which will consist, of members both official and non official to appointed by the Board from time to time with the prior approval of the State Government.	
	2. One nonofficial member of the Board. Member		
	3. One official member of the Board -do		
	4. Collector of the Distt. concerned or his nominee -do-		
	5. Chairman, UIT/ Municipality concerned. -do-	(iii) Where a committee as in (ii) above has not been constituted, the Central Committee shall exercise powers in all matters of allotment. The Central Committee shall have the power to review, alter or change the decision of a district level committee.	
	6. Housing Commissioner Housing Board. -do-	(iv) The committees constituted shall determine as to which of the applicants are eligible for allotment as also any other matter connected therewith subject to the general directions which the Board may issue from time to time, the decision of the committees in this regard shall be final.	
		(v) The committee concerned shall have the power to make inquiries, call for information from any person, whomsoever, demand documents and evidence from the applicant and do any other thing which it considers necessary or expedient for discharging its functions.	
		(vi) A minimum of over half of the members of the Constituted committee shall form the quorum and shall have powers to take decisions on behalf of the committee in the matters placed before them. The member secretary for the Central Committee will be the Chief Estate Manager and the Dy Housing Commissioner /Resident Engineer concerned for the District Level Committees.	

23(iii) The committee shall determine which of the applicants are eligible for allotment and the decision of the committee in this regard shall be final.

23(iv) The committee shall have the power to make enquiries, call for information from the any person whosoever, demand documents and evidence from the applicant and do any other thing which it considers necessary or expedient for the discharge of its function.

27. ALLOTMENT OF HOUSES

- (i) The Board shall reserve/allot a house to a registered applicant on the basis of availability of tenements/ houses.
- (ii) Where the member of tenements/ houses is more than the number of applicants, all persons will be reserved a house without any draw.
- (iii) Where the number of applicants is more and the number of tenements /house is less, reservation will be made by draw of lots. For this the Board shall reserve tenements/house according to the yearwise priority.
- (iv) Allotment of tenement/house number to a successful registered applicant shall be given by draw of lots.
- (v) Mode of payment as indicated in the registration form shall be treated as final.

28. Draw of lots

The allotment of property to eligible applicants shall be made by draw of lots under the supervision of the committee. Where the number of eligible applicants exceed the number of houses/ flats, shall be drawn to the extent of the number of house/flats available plus 50% thereof in addition to serve as a waiting list.

ALLOTMENT OF HOUSES

- (i) The Board shall allot a house to a registered applicant in any of its scheme on the basis of a priority list prepared by it in accordance with the procedure laid down from time to time.
- Deleted.
- Deleted.
- Deleted.
- (v) Allotment of tenements /houses shall be draw of lots/through a computer, under the supervision of the committee concerned.

Deleted

29. FORMATION OF GROUPS OF ALLOTTEES

The committee shall place the allottees /hirers in such group or groups as may be desired expedient for the purpose of constituting a Registered Agency.

Deleted.

31. INTIMATION ABOUT ALLOTMENT

Intimation about allotment shall be sent to all persons selected for allotment whose names have been entered in the allotment Register.

Deleted.

32. ALLOTMENT FROM WAITING LIST

In the event of a person or persons not accepting an offer of allotment the property shall be allotted to the person or persons on the waiting list in the order specified in such list.

DISPOSAL OF PROPERTY ON ITS NON ACCEPTANCE BY ALLOTTEES.

A Person not accepting an offer of allotment shall lose his/her priority and the property shall be allotted to the persons or persons next in the priority list by a fresh draw of lots/ through computer.

33. INTIMATION ABOUT GROUPING FOT ALLOTTEES/HIRERS.

Intimation about allotment mentioned in regulation Nos. 31 & 32 shall include the grouping of allottees/hirers for the purpose of formation of registered agency as determined by the committee.

Deleted.

35. EXECUTION OF AGREEMENT

- (i) Every one of the hirers forming a registered agency shall execute a hirepurchase agreement in such form as may be prescribed by the Board .The Registered Agency of which such hirer is a member shall also execute an agreement in such form as may be prescribed by the Board in regard to common portions and common services.
- (ii) Every hirer shall before executing the said agreement pay to the authority the installments of price as provided in regulation 12.

Execution of agreement

The Registered agency of which the allottees are members shall execute an agreement in such form as may be prescribed by the Board in regard to common portions and common services.

37. Handing over of possession of property (sale)

When the property is disposed of by way of sale, the possession of the property shall be handed over to the allottee, after such allottee had made the required payments and the possession of the common portions and common services where required shall be handed over to the Registered Agency of which such allottee is a member after such agency, has been duly. Registered and the agreement with regard to common portions and common services has been executed in the prescribed form.

46. New

2(a) The hirer shall make full and regular payment of all the dues that are required to be made by him in persuance of the regulations. If any such payment is delayed he shall be liable to pay a penalty of 15% per annum on due sum of total installments upto the delay of 2 months installments and thereafter 18% penal interest on the total sum of installments due upto 6 month, in case of defaults of more than 6 consecutive months the tenancy shall stand determined and the hirer shall be table to be evicted.

Handing over of possession of property

When the property is disposed of by way, of the sale auction or any other mode the possession of the property shall be handed over to the allottee after such allottee had made the requisite payment.

Power of the Board to implement these Regulation

The Board shall have the power to take decision and to lay down the procedure for the implementation of these Regulations.

The allottee shall make full and regular. payment of all the dues are required to be made by him under the regulations. If any such payment is delayed, he shall be liable to pay interest at such rate as may be fixed by the Board from time to time ,in case of default in payment or of a monthly installment the tenancy would be liable for termination and the allottee liable for eviction. In such cases the cancelled property would be disposed again in manner as decided by the Board.