



राजस्थान राज-पत्र
विशेषांक

साधिकार प्रकाशित

RAJASTHAN GAZETTE
Extraordinary

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नगरपालिकाओं संबंधी विज्ञप्तियां आदि।

DEPARTMENT OF LOCAL SELF GOVERNMENT

NOTIFICATION

Jaipur, June 15, 2015

No.F.8(G)()/Rules/2015/7960:- In exercise of the powers conferred by section 69-A read with section 337 of the Rajasthan Municipalities Act, 2009 (Act No. 18 of 2009), the State Government hereby makes the following rules, namely:-

CHAPTER-I

Preliminary

1. Short title, extent and commencements.- (1) These rules may be called the Rajasthan Municipalities (Surrender of Non-Agricultural Land and Grant of Freehold Lease) Rules, 2015.

(2) They shall extend to all municipal areas in the State of Rajasthan.

(3) They shall come into force on the date of their publication in the Official Gazette.

2. Definition.- (1) In these rules, unless there is anything repugnant to the subject or context,-

(a) "Act" means the Rajasthan Municipalities Act, 2009 (Act No. 18 of 2009);

(b) "Authorized Officer" means the Chief Municipal Officer;

(c) "Form" means a form appended to these rules;

(d) "Government" means Government of Rajasthan;

(e) "State" means State of Rajasthan; and

(f) "Lease" means a lease-deed executed by the Municipality for grant of the free hold rights in perpetuity.

(2) Words and expressions used but not defined in these rules shall have the same meanings as assigned to them in the Rajasthan Municipalities Act, 2009.

CHAPTER-II

Surrender of non-agricultural land and grant of permission

3. Restrictions.- (1) No permission shall be granted under section 69-A of the Act, if,-

(i) land is under acquisition under the provisions of prevailing law relating to acquisition of land;

(ii) land falling within the limits of railway boundary, National Highway, State Highways or any other road maintained by the Central or State Government or any Local Authority specified in any Act or rules of the Central or State Government made in this behalf, or within the limit specified in the guidelines of the Indian Road Congress, whichever is longer;

(iii) land falling within 200 meters from the boundary of Historical Monuments and places of Archeological importance, Archaeological Monuments, Heritage precincts and other restricted area declared by the Government;

(iv) land falling within the restricted distance on either side of the center line of the underground pipeline of oil companies;

(v) land falling within the distance as notified from time to time by the Central or State Government regarding boundaries of oil storage depots, gas godowns, petrol pumps or any other explosive storage depots;

(vi) land for which proceeding under the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 (Central Act, No. 33 of 1976) are pending;

(vii) land belongs to or vests in the Central or State Government or statutory or non statutory bodies, authorities or companies established by or under control of Central or State Government, as the case may be; and

(viii) land belongs to deity or waqf.

4. Application for surrender of rights.- (1) Application for surrender of rights in favour of Municipality in respect of land specified in section 69-A of the Act, situated in Municipal area, shall be submitted by the person who holds such land to the Authorized Officers in Form-1 along with;

- (i) an affidavit in Form-2;
- (ii) an indemnity bond in Form-3;
- (iii) receipt of the payment of application fee as may be determined by the Government;
- (iv) duly attested proof of rights in respects of land surrendered; and
- (v) map of surrendered land, drawn in suitable scale not less than 1:15,000 showing,-
 - (a) location of site, existing approach roads and other physical features around the site;
 - (b) boundaries of the land showing the adjoining areas, Khasra numbers or plot numbers, as the case may be;
 - (c) existing structures, Kachcha or pucca and present use thereof;
 - (d) the details including width of existing and proposed roads shown in the master plan/ sector plan road network plan;
 - (e) approach roads up to the proposed site;
 - (f) high/ low tension electricity lines and transformer, if any;
 - (g) oil/gas supply line, if any;
 - (h) other existing physical features such as nallahs, water bodies, well-electric lines, telephone lines, water supply and sewer line etc. and levels of the site with respect to the access roads and contours on an appropriate scale; and
 - (i) the north direction and the scale.

(2) All the plans and statements submitted along with the application shall be duly signed and authenticated by the applicant.

(3) The applicant shall furnish such other relevant information as may be required by the Authorized Officer and as directed by the State Government, from time to time.

(4) Application under this rule, if the applicant desires, may be submitted On-line in cases of such Municipality wherever the Authorized Officer concerned have appropriate arrangements for this purpose and hardcopy of the same shall be submitted to the Authorized officer.

5. Register of application.- All applications received by the Authorized Officer under rule 4 shall be entered in a register maintained in Form-4.

6. Scrutiny, enquiry and disposal of applications.- (1) Within seven days of receipt of an application under rule 4, the Authorized Officer shall scrutinize it and verify or caused to be verified the contents and facts envisaged in the application and supporting documents, such as,-

- (a) holders rights in respect of surrendered land and present use thereof, as per record;
- (b) report of enquiry, if any, as to whether the land is under acquisition or not;
- (c) report on legal issues, if any, on the subject matter;
- (d) verification of the indemnity bond, and affidavit; and
- (e) any other legal documents, which are found necessary and essential for the disposal of application by the Authorized Officer

(2) After the scrutiny of application under sub-rule (1), the Authorized Officer, shall issue public notice of fifteen days in Form-5 calling upon objections of any interested person. The notice shall be exhibited by the Authorized Officer on the notice board of his office, conspicuous place of surrendered land and shall also be published in a State Level newspaper circulating in the areas. Cost of the publication shall be bear by the applicant.

(3) If after scrutiny of application, documents and other details under sub-rule (1), the Authorized officer is of the opinion that any additional information on the subject matter required to be sought, he may require the applicant, within a period of ten days from the receipt of the application, to submit the same and the applicant shall be bound to submit such additional information within ten days, failing which the application may be disposed off ex-parte within the next ten days and the Authorized officer shall pass order for accepting or rejecting the application.

(4) The Authorized Officer shall before accepting the surrender of land and granting the permission in Form-6 shall obtain approval of the Chairperson of the Municipality.

(5) In case the Authorized Officer fails to pass an order within the period specified under sub-rule (3), after recording reasons for delay, he shall submit the case within three days to the Officer appointed by the State Government for the purpose, who shall pass the appropriate orders, which shall be binding upon the Municipality. If the officer, so appointed by the State Government, orders for acceptance of the application then the permission shall be granted in Form- 6 by the Authorized Officer within 15 days of receipt of such order.

7. Approval of site plan.- After permission granted under rule 6, the site plan shall be prepared and issued to the applicant along with the lease deed. The site plan, so prepared, shall be signed by the Chairperson and Chief Municipal Officer of the Municipality.

8. Charges.- (1) The applicant shall pay such amount of charges as may be determined by the State Government, from time to time before execution of lease deed.

(2) The applicant shall deposit the charges within 90 days of demand raised by the Municipality:

Provided that if the applicant failed to deposit the amount of charges within 90 days from the date of receipt of demand notice, the permission under these rules shall be deemed stand cancelled.

CHAPTER-III Miscellaneous

9. Lease-deed.- After grant of permission under rule 6 and deposition of charges under rule 8, lease deed shall be executed by the Chief Municipal Officer and the Chairperson on behalf of the Governor of the State of Rajasthan in favour of person to whom permission is granted under rule 6 or in favour of his successors, assignees or transferees, as the case may be.

10. Tenure and terms and conditions of lease.- The lease granted under these rules shall be on the freehold basis in perpetuity with right of inheritance and alienation subject to such other terms and conditions as may be determined by the State Government, from time to time.

11. Documentary evidence.- For every freehold lease granted under these rules a document evidencing the same shall be prepared in Form-7 which shall be signed for and on behalf of Governor of the State of the Rajasthan by the Chairperson and Chief Municipal Officer of the Municipality, and shall be duly stamped and registered at the expense of the leasee.

12. Power to impose more conditions.- The lease so granted shall further be subject to levy of such betterment charges and development charges or other chargers as may be imposed by the State Government and shall further be subject to such terms and conditions and restrictions as the State Government may impose or order under any law or enactment for time being in force in this regard.

13. Application of provisions of other rules, bye-laws etc.- Except as otherwise provided in these rules, the provisions of other rules and bye-laws made under the Act shall apply on the land for which leasehold rights granted under these rules.

14. Revocation of allotment.- If after grant of permission or execution of lease deed,-

- (i) it is discovered that the grant of permission or the lease deed have been obtained by suppression of any fact or misrepresentation or fraud or on the basis of fraudulent document, personification, with collusion or in contravention of any law; or

(ii) if any terms and conditions of permission granted or lease deed violated, the Lessor may revoke the permission or cancel the lease deed, after providing reasonable opportunity of being heard to the applicant or lessee, as the case may be, and the Lessee shall not be entitled for any compensation and refund of any amount paid by him and status of such land shall be that of which was existed before such surrender. If in any case it is found that such land is belong to or vests in the Central or State Government or statutory or non statutory body or authority or company established by or under control of Central or State Government then such land shall deemed to be placed and vest in the such Government or body or authority or company free from all encumbrances.

15. Power to call records and revise orders.- The State Government may in appropriate cases, exercise the powers conferred under section 327 of the Act.

16. Removal of doubts.- If any doubt arises, relating to interpretation, scope or application of these rules, decision of the State Government thereon shall be final.

17. Power to relax rules.- In exceptional cases where the State Government is satisfied that operation of these rules causes hardship in any particular case or class of cases, it may relax the provisions of these rules in respect of the fee or other charges, to such extent and subject to such condition as it may consider necessary for dealing with the case or class of cases in a just and equitable manner.

Form-1

[see rule - 4(1)]

Application for permission for surrender of rights in land

To,
The Authorized Officer,

PHOTO

Sub:- Application for permission for surrender of rights in land specified in section 69-A of the Rajasthan Municipalities Act, 2009 situated in municipal area and for grant of freehold lease.

Sir,

I/We hereby apply under section 69-A of the Rajasthan Municipality Act, 2009 for permission to surrender the exiting rights in land, the particulars whereof are given hereunder:-

1.	Details of the applicant (a) Name (b) Father's/Husband name (c) Complete address	
2.	Details of the area applied for: (a) Name of village and tehsil or ward and town (b) House No. and area	
3.	Enclosures with application (a) Certified copy of documents viz. sale deed, etc. in support of right in land and details of applied and adjacent land with East West North South neighborhood. (b) Affidavit in Form-2 duly attested by a Notary Public/oath commissioner. (c) Indemnity bond in Form-3 duly attested by a Notary Public	

4.	If there is any High/Low Tension line or transformer in the plot boundary.	
5.	Whether applied land is under acquisition	
6.	Whether the proceedings are pending under the Urban Land (Ceiling and Regulation) Act, 1976 in respect of the land applied for.	
7.	Whether the land belongs to deity or wakf.	
8.	Whether the land belonging to Central or State Government or any public undertaking or authority or statutory body or non statutory body, established by or under control of Central or State Government	
9.	Distance from the Railway line, National Highway, State Highway and any other road.	
10.	(a) Pending court cases (if any)	
11.	(b) Details of stay order or injunction order passed by any competent court.	
12.	Width of the approach road to the applied land.	
13.	Present land use under master plan/ sector plan.	
14.	Charges payable	
15.	No. and date of the challan by which fee deposited	
16.	Any other relevant information	
17.	Total No. of documents	
18.	Total No. of pages	
19.	Date of application	

Declaration

- (1) I/We hereby certify that the above particulars are correct according to my/our knowledge and belief.
- (2) It is declared that the application with affidavit, indemnity bond and above mentioned documents is hereby submitted for permission are true and corrected and applicant is competent to surrender the rights of the land in favour of the Municipality. I/We am/are willing to extinguish my/our rights for using the said land for the purpose of obtaining freehold lease rights under section 69-A of the Rajasthan Municipalities Act, 2009. Therefore grant me/us the required permission in accordance with law.
- (3) It is also hereby declared that the aforesaid land for which the permission has been sought for is not under any restricted category specified under these rules.

Address of applicant

Signature of applicant
(Name)

Contact No. and E-mail address

RECEIPT

Applicant has submitted the application on dated which has been registered at serial number..... in the register on dated

Signature of the receiving authority

Form-2
[see rule - 4(1)]

Affidavit

I/We

1. S/o Shri.....

Age..... R/o.....

..... District.....

2. S/o Shri.....

Age..... R/o.....

..... District.....

PHOTO

do hereby take oath and declare as follows:-

1. That I/We am/are the holder of the land mentioned as under and no stay/injunction order by any court is in force with regards the land applied for granting permission of surrender under section 69-A of the Rajasthan Municipalities Act, 2009 and rules made there under for issuing freehold lease deed of such land.

S. No.	Compete Details of Land viz- ward/colony/street and bounded by	Area (in meters) along with length and width, showing north direction

2. That I/We am/are willing to surrender the rights for the purpose mentioned in the application and as per the provisions of the relevant laws.
3. That I/We do hereby abide ourselves to pay all the dues and amount as per prevalent laws and rules applicable to the Municipality.
4. That all directions and orders issued, from time to time, by the State Government and the Municipality, shall be complied with by the applicants.
5. That the Land applied shall only be used for the purpose for which it was held before the surrender of rights in favour of the Municipality as per permission granted and shall be developed as per prescribed norms and as per approved plan of the Municipality. The said land shall not be put to another use without the written permission of the Municipality under the prevailing law.
6. That the documents attached and enclosed to the application are true and authentic to the best of my knowledge and nothing is hidden by me.
7. That I/We do hereby abide ourselves to follow the provisions of relevant building bye-laws, regulations, rules applicable with regard to the Municipality.

Deponent(s)

Verification

I/We, the above named deponent do hereby verify that the contents of Para 1 to 7 of the above affidavit are true and correct. Nothing is being concealed therein and no part of it is false. So help me God.

Deponent(s)

Identified by me:

[see rule - 4(1)]

Indemnity Bond

PHOTO

1. S/o Shri.....
Age..... R/o.....
Village..... Tehsil..... District.....
2. S/o Shri.....
Age..... R/o.....
Village..... Tehsil..... District.....

do hereby take oath and indemnity as follows:-

- (1) That I/We am/are holder of the land mentioned as under for which application being submitted for granting permission under section 69-A of the Rajasthan Municipalities Act, 2009.

S. No.	Complete Details of land Viz-ward/colony/street and bounded by neighborhood	Area (in meters) along with length and width, showing north direction

- (2) That I/We do hereby abide ourselves to indemnify the Municipality for any loss caused, if any, due to permission granted by the Municipality in the matter.
- (3) That I/We do hereby further abide ourselves to indemnify the Municipality for loss caused, if any, due to any dispute arisen in the matter due to permission granted or of execution of lease deed or otherwise or any act committed or omitted by the applicant.
- (4) That the Municipality shall have every right to withdraw the permission and cancel the lease deed of applicant on breach of any condition, rule or order on the part of applicant and the applicant will be liable for any pecuniary loss caused to anybody in this process.

Applicant

Form-4
(see rule - 5)

Register of applications for permission for surrender of rights of land under section 69-A of the Rajasthan Municipalities Act, 2009					
Sl. No.	Particular	Details of	Date of	Charges	Da
				toned	Iss

Register of applications for permission to build under section 69-A of the Rajasthan Municipalities Act, 1929											
S. No.	Name of the Applicant with Parentage and postal address	Date of receipt of application	Particular of the land of which permission is sought		Particular of documents received with application date	Details of amount deposited along with application with No. and date of challan	Date of final order and whether application accepted or rejected	Charges deposited for grant of lease	Date of Issue of Lease Deed	Remarks	
			No. of ward/colony /street	Plot No. and bounded by neighborhood	Area (in meters) along with length and width, showing north direction	Accepted	Rejected				
1	2	3	4	5	8	9	10	11	12	13	14

Form-5

[see rule 6(2)]

OFFICE OF THE AUTHORIZED OFFICER.....

No:

Date:

Shri/Smt. S/o/W/o caste has surrendered his rights in land mentioned below in favour of the Municipality for obtaining free hold lease rights to use such land for purpose.

Name of Town with District	Name of Ward/colony/ street	Plot No. bounded by neighborhood	Area (in meters) along with length and width, showing north direction

Therefore, it is hereby informed to all concerned that if any person have any objection regarding grant of permission to surrender rights in land by the applicant in the favour of the Municipality for obtaining free hold lease rights under section 69-A of the Rajasthan Municipalities Act, 2009, he may submit objection along-with supporting documents before the undersigned during office hours on any working day within fifteen days of the publication of this notice.

In absence of any objection within above stipulated time it may be deemed that nobody has objection and matter will be disposed off accordingly.

This notice is issued on this day under my signature and seal.

Name and seal of Authorized Officer

Form-6

[See rule 6(5)]

OFFICE OF THE AUTHORIZED OFFICER

Case No.

& Year

Sh. S/o

Sh.

Address

Applicant

Sub: Grant of permission to surrender rights in land under section 69-A of Rajasthan Municipalities Act, 2009.

ORDER

Date:

The brief facts of the case are as under:

- (1) The above named applicant has applied to accord permission u/s 69-A of the Rajasthan Municipalities Act, 2009 to surrender the rights vested in him/them in respect of land specified in said section to use the following land for the purpose of and for obtaining free hold lease rights from the Municipality:-

Name of Town and District	Name of Ward/colony/ street	Plot No.	Area (in meters) along with length and width, showing north direction

(2) The applicant has submitted the proof of rights for holding the above land, indemnity bond and affidavit duly attested, plan and other relevant documents along with the application.

(3) That I have examined the application and documents/statements submitted by the applicant. I have examined the office report and I am of the opinion that the holder of applied land is having rights in the land applied for and is being at present used as and the application of the applicant may be accepted for the grant of permission to use the land for the purpose for which it was used before the surrender of rights over such land in accordance with the provisions of the section 69-A of the Rajasthan Municipalities Act, 2009 and the rules made thereunder.

(4) Now therefore, it is hereby ordered that rights surrendered by the applicant over the land bearing plot Numbers measuring (Meters) of plot situated ward/colony/street shall be accepted for using the said land for the purpose for which it was used before surrender the rights that is for the purpose of and the said land henceforth stands deemed to have been vest and placed at the disposal of the Municipality for grant of freehold lease rights of the said land in favour of the applicant in accordance with law, rules, regulation or bye laws applicable to the Municipality from the date of this order subject to the provisions of sub-section (3) of section 69-A of the Rajasthan Municipalities Act, 2009

(5) Terms and conditions prescribed under these rules and imposed by Municipality or State Government as per relevant law shall be complied with by the applicant.

The order is passed with the approval of the Chairperson on this date under signature and seal of the undersigned.

Authorized Officer

Date.....

No.....

Copy forward for information and necessary action-

1. Shri.....Applicant.

Authorized Officer

Form-7
(see rule 11)

Lease Deed

This Indenture is made on behalf of the Governor of the State of Rajasthan through the Chairperson and Chief Municipal Officer of the Municipality (Name of the Municipality) on the (day) (month) (year) hereinafter called the Municipality or Lessor (which expression shall unless excluded by or repugnant to the subject or context include his successors, assignees or transferees) and Shri/Smt. s/o caste profession..... resident of hereinafter referred to as Lessee (which expression shall unless excluded by or repugnant to the subject or context include his successors, assignees or transferees).

Whereas the Lessee has surrendered his existing rights in the land on in favour of the Municipality and the said surrender has been accepted by the Municipality vide order No..... dated and the lessee has deposited the required charges vide receipt no. dated..... in the Municipality; hence, the Municipality has now with a view to grant Freehold Lease of the piece of land (hereinafter called as plot) to the Lessee, which is situated in ward no/colony/street/plot no (If any) lease area in sq.mtr.) bonded by limits and area as described in detail in the site plan along with its neighborhood area as shown in enclosed Annexure to this Indenture and marked in red color and which is transferred subject to all the covenants and encumbrances which were attached to the land and existed immediately before

acceptances by the Municipality of the rights under sub-section (1) of the section 69-A of the Rajasthan Municipalities Act, 2009, for the purpose it was used before such surrender i.e. for the purpose of, but further subject to every exception, restriction, protection, savings, terms and conditions, the Lessee shall have full rights to use the land for the said purpose with heritable and transferable rights in the manner hereinafter mentioned.

NOW THIS INDENTURE WITNESSETH AS UNDER:

I. The said land shall be used only for the purpose for which it was used before such surrender that is to say for the purpose of....., and Lessee shall abide by the all rules, regulations and bye laws made under the Rajasthan Municipalities Act, 2009 and any other law for the time being in force.

- (i) The holder of said land was not liable to pay any annual or periodical rent before surrender of the said land in favour of the Municipality and therefore shall not be liable in future also.
- (ii) That this is a free hold lease forever subject to the terms and conditions of this Lease Deed and the provisions of law for the time being in force and made applicable to such lands.

II. Subject always to the exceptions, reservations, covenants and conditions hereinafter contained, that is to say, as follows-

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

III. The Lessee for himself, his heirs, executors, administrators and assigns covenants with the Lessor in the manner following, that is to say:-

- (i) The lessor shall have right in perpetuity to acquire the lease land for any of the public purpose under the prevailing law of acquisition for the time being in force.
- (ii) The lessee may mortgage leased land for the purpose of obtaining loan from the Central/State Government or any financial institutions like Life Insurance Corporation, Scheduled or Nationalized Bank or any other Bank Regulated by the Reserve Bank of India.
- (iii) Whenever the title of the Lessee in the plot is transferred in any manner, whatsoever, the transferee shall be bound by all the covenants and conditions contained herein and shall be responsible in all respects therefore.
- (iv) Whenever the title of the Lessee in the plot is transferred in any manner whatsoever that transferee shall, within three months of the transfer, give notice of such transfer in writing to the Lessor. In the event of the death of the Lessee the person on whom the title of the deceased devolves shall, within three months of the devolution, give notice of such devolution to the Lessor. The transferee or the person on whom the title devolves, as the case may be, shall supply the Lessor certified copies of the document (s) evidencing transfer or devolution.
- (v) The Lessee shall, from time to time, and at all times pay and discharge all rates, taxes, charges and assessments of every description which are now or may at any time hereafter during the continuance of this Lease be assessed, charged or imposed upon the plot hereby demised or on any buildings to be erected thereupon or on the landlord or tenant in respect thereof.
- (vi) All arrears of tax and other payments due in respect of the plot hereby demised shall be recoverable in the same manner as arrears of land revenue.
- (vii) The Lessee shall in all respects comply with and be bound by the building, drainage and other bye-laws of the Municipality or other authority for the time being in force. The Lessee shall also comply with all other terms and conditions, as may be determined by the State Government, from time to time.

(viii) The Lessee shall not without sanction or permission in writing of the Municipality or other authority, erect any building or make any alteration or addition to such building on the plot.

(ix) The Lessee shall not without the written consent of the Lessor carry on, or permit to be carried on, on the plot or in any building thereon any trade or business, whatsoever, or use the same or permit the same to be used for any purpose other than that of use existing before the surrender of such land or do or suffer to be done therein any act or thing whatsoever which in the opinion of the Lessor may be a nuisance, annoyance or disturbance to the Lessor and persons living in the neighborhood:

Provided that, if the Lessee is desirous of using the said plot or the building thereon for a purpose other than that of use existing before the surrender of land, the Lessor may allow such change of use on such terms and conditions, including payment of such charges or fees as the Lessor may in his absolute discretion determine.

(x) The Lessee shall at all reasonable times grant access to the plot to the Lessor for being satisfied that the covenant and conditions contained herein have been and are being complied with or not.

(xi) If after the grant of permission or execution of lease deed it is discovered that the grant of permission or the lease deed have been obtained by suppression of any fact or misrepresentation or fraud or on the basis of fraudulent document, personification, with collusion or in contravention of any law or if any terms and conditions of permission granted or lease deed violated, the Lessor may cancel the lease deed after providing reasonable opportunity of being heard and the Lessee shall not be entitled for any compensation and refund of any amount paid by him and status of such land shall be that of which was existed before surrender of land. If in any case it is found that such land is belong to or vests in the Central or State Government or statutory or non statutory body or authority or company established by or under control of Central or State Government then such land shall deemed to be placed and vest in the such Government or body or authority or company free from all encumbrances as the case may be:

Provided that, notwithstanding anything contained herein to the contrary, the Lessor may without prejudice to his right as aforesaid, and in his absolute discretion, waive or condone breaches, temporarily or otherwise, on receipt of such amount and on such terms and conditions as may be determined by him and may also accept the payment amount which shall be in arrears as aforesaid together with interest at the rate of 12 percent per annum

(xii) No revocation or cancellation of this Lease Deed shall be effected until the Lessor shall served on the Lessee a notice in writing,-

(a) specifying the particular breach complained of, and

(b) if the breach is capable of remedy, requiring the Lessee to remedy the breach.

If Lessee fails within such reasonable time as may be mentioned in the notice to remedy the breach, the lessor may revoke the lease or in his discretion, relieve against such revocation on such terms and conditions as he thinks proper.

(xiii) In the event of any question, dispute or difference, arising under these presents, or in connection therewith (except as to any matters the decision of which is specially provided by these presents), the same shall be referred for arbitration to the sole arbitrator appointed by the Lessor. The Lessee shall not raise any objection that the arbitrator is a Government Servant and that he has to deal with the matters to which the Lease relates or that in the course of his duties as a Government servant, he has expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties.

In witness whereof Shri for and on behalf of and by the order and direction of the Lessor has herein to set his hand and Shri/ Shrimati.....the lessee, has hereinto set his/her hand the day and year first above written.

Name
For & on behalf of Lessor
Designation

Name.....
For Lessee
Address.....
.....

THE SCHEDULE ABOVE REFERRED TO

All the plot of land being the plot situated..... ward no./colony/street.....in the site plan of Municipal Corporation /Council /Board of which surrender was accepted by Municipality vide dated theday of two thousand fifteen hundred and.....and measuring (in meters)..... or thereabouts bounded alongwith neighborhood and measurement as follows :

North

East

South

West

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

Signed by Shri
for and on behalf of and by the order
of the Governor of Rajasthan(Lessor) in the
presence of:

1. Shri

.....

2. Signed by Shri/Shrimati

.....

(lessee) in the presence of

1. Shri

.....

2. Shri

.....

By Order of the Governor,
Purushottam Biyani,
Joint Secretary to the Government.

Government Central Press, Jaipur.