

राजस्थान आवासन मण्डल, जयपुर

क्रमांक : मुसप्र/2020/136

दिनांक :- 17/6/2020

✓ उप आवासन आयुक्त, वृत्त-.....,
राजस्थान आवासन मण्डल.

विषय:- राजस्थान आवासन मण्डल द्वारा अधिशेष आवास/फ्लेटों को ई-सबमिशन के तहत बुधवार नीलामी उत्सव में 13 वर्ष की 156 किशतों में आवंटन/निस्तारण हेतु HIRE PURCHASE TENANCY AGREEMENT निष्पादित करवाने बाबत।

सहोदय,

राजस्थान के विभिन्न शहरों में मण्डल द्वारा अनिस्तारित निर्मित आवास/फ्लेटों को ई-सबमिशन बुधवार नीलामी उत्सव के तहत 13 वर्ष की मासिक किशतों पर आवंटन का निर्णय लिया गया। अधिशेष आवास/फ्लेटों के निस्तारण के सम्बन्ध में कार्यालय आदेश क्रमांक मुसप्र/2020/29 दिनांक 27-05-2020 के द्वारा दिशा निर्देश, नियम एवं शर्तें जारी की गयी है।

अधिशेष आवास/फ्लेट को 13 वर्ष की 156 मासिक किशतों में आवंटन के सम्बन्ध में क्रेता से HIRE PURCHASE TENANCY AGREEMENT निष्पादित करवाने का भी निर्णय लिया गया है। अतः पत्र के साथ HIRE PURCHASE TENANCY AGREEMENT का प्रारूप संलग्न कर आपको भिजवाया जा रहा है जिसको सफल बोलीदाता को आवंटन पत्र के साथ भिजवाया जाना है।

संलग्न:-उपरोक्तानुसार।

भवदीया,



(कश्मी कौर)

मुख्य सम्पदा प्रबंधक

प्रतिलिपि: निम्न को सूचनार्थ :-

1. निजी सचिव-अध्यक्ष/आवासन आयुक्त, राजस्थान आवासन मण्डल, जयपुर।
2. निजी सचिव-सचिव/वित्तीय सलाहकार/निदेशक विधि/मुख्य राजस्व अधिकारी, राजस्थान आवासन मण्डल, जयपुर।
3. मुख्य अभियन्ता-प्रथम/द्वितीय/मुख्यालय, राजस्थान आवासन मण्डल, जयपुर।
4. अतिरिक्त मुख्य अभियन्ता-प्रथम/द्वितीय/तृतीय, रा0 आ0 मा0, जयपुर/जोधपुर।
5. अति0 निजी सचिव-मुख्य सम्पदा प्रबंधक, रा0आ0म0 जयपुर।
6. उप आवासन आयुक्त, वृत्त-....., रा0आ0म0, (समस्त)
7. आवासीय अभियन्ता, खण्ड-....., रा0आ0म0, (समस्त)
8. संयुक्त एनालिस्ट (निदेशक), रा.आ.म., जयपुर को प्रेषित कर निर्देशित किया जाता है कि आदेश की प्रति मण्डल की वेबसाइट पर डलवायें व सभी संबंधित उप आवासन आयुक्त/आवासीय अभियन्ता को मेल करें।
9. प्रभारी, विपणन शाखा, राजस्थान आवासन मण्डल, जयपुर।
10. प्रभारी नागरिक सेवा केन्द्र, राजस्थान आवासन मण्डल, जयपुर।
11. रक्षित पत्रावली।



मुख्य सम्पदा प्रबंधक

On 50/- Rupees Non Judicial Stamp Paper

HIRE PURCHASE TENANCY AGREEMENT

THIS agreement is executed at _____ (Place) on this _____ day of _____ 20____,
BETWEEN:

1. 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

2. Mr./Mrs./Miss _____ son of _____, aged _____, resident of _____, phone number _____; email id _____ having ADHAR number _____ and PAN number _____ (hereinafter referred to as "THE HIRER " which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the OTHER PART

WHEREAS:

- A. The Owner have represented to the hirer that the Owner is sole and absolute owner of all that piece and parcel of immovable property being Surplus House/Flat particularly described in the Schedule hereunder which is hereinafter referred to as "Scheduled Surplus House/Flat/property".
- B. The Hirer has requested the Owner to sale the Schedule Surplus House/Flat on the installment basis/Hire Purchase basis. The hirer is satisfied as under :
- i. That the Owner is sole and absolute holder of the Schedule Surplus House/Flat and that none else have any right, title, interestor share therein:
 - ii. That the Schedule Surplus House/Flat is free from all encumbrances, attachments, Court or acquisition proceedings or charges of any kind and has a clear and marketable title to the scheduled Surplus House/Flat, free from all reasonable doubts. Of any nature whatsoever.
 - iii. That the Owner has not entered into any agreement or arrangement for lease or sale in respect of the Schedule Surplus House/Flat with any third party;
 - iv. That there is no impediment, legal or otherwise, for selling/creation of Hire Purchase the Scheduled Surplus House/Flat;
 - v. That the Hirer, while paying the scheduled installments and abiding by the terms and conditions of this Agreement, shall peacefully hold and enjoy the Scheduled Surplus House/Flat, however in default of payment the action will be taken by the Owner in the manner hereinafter provided.

- C. Relying on the aforesaid representations and assurances of the Owner, the Hirer have agreed to purchase the Scheduled Surplus House/Flat on installment basis on certain terms and conditions; and
- D. The parties hereto desire to enter into this Agreement to confirm and record sale on installment basis and the terms and conditions under which the hirer shall buy the Scheduled Surplus House/Flat on installment basis from the RAJASTHAN HOUSING BOARD and other understandings in connection therewith.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND CONFIRMED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. PURPOSE OF SALE

The Owner has drawn up an special scheme for disposing the surplus houses/flats to the prospective buyers in easy installment basis/on hire purchase basis.

2. DURATION AND INSTALLMENT

INSTALLMENT PERIOD SHALL BE 13 YEARS; which may be modified by the Owner by separate order/letter for reasons to be specified therein.

The installment payable will be monthly **156 EQUAL INSTALLMENTS** payable on or before 15th of each month commencing from _____ (The installment period may be altered if required by the parties)

- It is clarified that at the time of allotment and before execution of this agreement the hirer shall deposit 10% of total sale price, parking charges, society charges other ancillary charges comprising of lease money, installment/agreement charges, one month advance installment, map charges, legal expenses etc. as and where applicable and remaining payment after adding interest and cost/expenditure shall be payable in installments for the period referred hereinabove.

During the installment period if any tax is imposed by any government (Central/State) or authority for time to time/ or is applicable on Surplus House/Flat/installments, such should be paid by the hirer only.

In the event the Installment is not paid for three months in total; in such case the possession will be cancelled unless the hirer make the payment of entire overdue amount along with the interest at the rate of **12% (Twelve percent)** per annum on the amount due, calculated on a pro-rata basis from the date when the payment fell due till the date of actual payment within one month of receipt of notice from the Owner. (The interest rate is subject to change from time to time)

3. POSSESSION

The Owner shall hand over physical possession of the Scheduled Surplus House/Flat to the Hirer at the time of execution of this agreement.

4. COVENANTS, RIGHTS AND OBLIGATIONS OF THE OWNER.

4.1 Access to Schedule Surplus House/Flat

The employees, officers, of the Owner shall have free and unimpaired access to the Schedule Surplus House/Flat at all times to ensure that Surplus House/Flat is being used only for the purpose for which it is being used,

4.2 Repairs and Maintenance

The hirer shall attend to all day to day minor routine repairs such as fuses, leakage of taps, replacement of consumable parts etc. to the Schedule Surplus House/Flat at his own cost, as are required to keep the Schedule Surplus House/Flat in good condition,

4.3 Architectural alterations/additions

- a. The hirer may make minor alteration for fixtures but the alteration of substantial nature shall be made in the Schedule Surplus House/Flat only with the prior permission in writing from the Owner. Outside the Schedule Surplus House/Flat nothing will be done by Hirer which may adversely affect the Look or show of the Building except with the permission of the Owner.
- b. The Owner has sold on hire purchase basis the property on as and where basis and the hirer is satisfied himself with respect to the condition of the Surplus House/Flat.

5 USE OF SCHEDULED SURPLUS HOUSE/FLAT & RETURN OF POSSESSION

- 5.1 The Schedule Surplus House/Flat shall be used only for the purpose of residing. In case of violation the same shall be termed as breach of this agreement and hirer shall be liable to legal action and also dispossession and cancellation of agreement with forfeiture of amount already paid.
- 5.2 The Owner shall execute this agreement and thereafter Perpetual Lease/Conveyance deed of the Schedule Surplus House/Flat to the Owner on payment of entire installments/rent/full and final payment of the scheduled Surplus Flat/House. The cost of the stamps/registration shall be borne by the hirer solely as and where applicable.

5.3 Third Party Rights in relation to the Schedule Surplus House/Flat

Hirer herein shall not create any kind of third party rights in the property, however he may give it on rent for the purposes of residence only.

In exceptional circumstances and after obtaining NOC of the Rajasthan Housing Board in case the hirer due to some reasons is not interested in keeping the property then he may get the name of some other person substituted in his place and such person shall execute fresh agreement with the Rajasthan Housing Board for remaining period of installment and previous agreement shall stand cancelled, the cancellation charges and other ancillary charges shall be borne by hirer or subsequent hirer as the case may.

In case of sale the same shall be permissible on express permission of Rajasthan Housing Board and on obtaining No-objection certificate; however the subsequent hirer may have any right to sub-lease, sub-let or transfer the interest in the Schedule Surplus House/Flat and part with possession in respect of the whole or part thereof to any third party in any manner whatsoever SAVE AS with the express permission of the Rajasthan Housing Board and on terms and conditions laid down by the Rajasthan Housing Board.

6. FINANCE

In case the hirer desire to make the outright payment of remaining installments to Rajasthan Housing Board; he may do so at any time by submitting an appropriate application on which Rajasthan Housing Board shall issue final demand notice and for that purpose hirer may seek loan/financial assistance from any financial institution;

6A. Retention of security interest/Forfeiture.

Until all installment/rent payments, and all other amounts due under this agreement, have been paid, owner shall retain a security interest in the scheduled Surplus House/Flat and any and all equipment, parts, accessories, attachments, additions and other goods, and all replacements of them, installed in, affixed to or used in connection with the Schedule Surplus House/Flat and, if agreement is being terminated for whatsoever reason the amount paid by the hirer shall stand forfeited and the possession of the Schedule Surplus House/Flat shall be taken notwithstanding any improvements being made therein by the hirer.

7. COSTING

7.1 Total Price of property as on date of execution of this agreement _____.

Amount Paid by hirer @ 10 % of Principal sum + Other Ancillary Charges etc. Rs.
_____ on _____.

Remaining amount to be paid in installments : -

S.No.	Year	Month	Principal	Interest	Total

8. Final Payment: -

On final payment of the entire due amount the Owner shall execute Perpetual Lease/Conveyance deed, the ancillary charges for the same shall be borne by the hirer and shall be responsible to get the deeds registered at his own cost solely.

9. TERMINATION OF AGREEMENT

THE OWNER MAY TERMINATE THE AGREEMENT ON DEFAULT OF THE PAYMENT OF THE INSTALLMENT FOR A PERIOD OF THREE MONTHS IN TOTAL. ON TERMINATION OF THE AGREEMENT THE OWNER SHALL CANCEL THE ALLOTMENT AND SHALL BE ENTITLED TO TAKE POSSESSION OF THE PREMISES BACK AND WILL BE ENTITLED TO INVOKE SECTION 51A OF THE RAJASTHAN HOUSING BOARD, 1970 AMENDED IN THE YEAR 2020.

10. DISPUTE RESOLUTION

10.1 The Rajasthan Housing Board Act, 1970 and The Rajasthan Housing Board Amendment Act, 2020 and The Rajasthan Housing Board disposal of property regulation 1970 shall be applicable vis a vis.

10.2 In case of dispute the Jurisdiction of the court shall be at the place where property is situated.

10.3 In case the disputes and differences whatsoever arising under or in connection with this Agreement which could not be settled by Parties, shall be finally settled by HOUSING COMMISSIONER/CHAIRMAN OF THE BOARD .

11. NOTICES

11.1 Any notice or other information/document required or authorized by this Agreement to be given shall be given in writing, in English/Hindi and by:

- Delivering it by hand (a written acknowledgement in receipt thereof shall be sufficient evidence that the notice or other information has been duly given); or
- Sending it by a recognized courier or by Post or by Email or by any other Electronic means such as Whatsapp etc.

12. MISCELLANEOUS

- 12.1 This Agreement have been executed in two sets, being retained by the Owner and Hirer
- 12.2 No part of this Agreement shall be amended, varied, substituted or changed in any manner except by a written instrument duly signed by the Parties to the Agreement.
- 12.3 If any provision of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision of this Agreement shall be replaced with a provision that is valid and enforceable and most nearly gives effect to the original intent of the invalid/unenforceable provision.
- 12.4 This Agreement constitutes the entire agreement and understanding of the Parties in respect of this agreement and supersedes and all prior negotiations, correspondence, agreements, understandings, duties or obligations between the Parties in respect hereof.
- 12.5 That it is also agreed between the parties that this document contains and records the entire Agreement between the parties, in the subject matter hereof and no part of this Agreement shall be amended without the mutual written concurrence of both the parties.
- 12.6 This Agreement has been executed by the parties of their own free will without any coercion or undue influence and shall be valid and legally binding on both the parties from the date above written.

SCHEDULE OF SURPLUS HOUSE/FLAT

All that piece and parcel of immovable property being commercial Surplus House/Flat being bounded on the

North by: _____;

South by: _____

East by: _____

West by: _____

(Site Plan attached with this agreement shall be part of this agreement)

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERIUNTO EXECUTED THESE PRESENTS ON THE DAY, MONTH AND YEAR FIRST ABOVE MENTIONED.

Signed and delivered for and on behalf of **Owner** by

Signed and delivered for and on behalf of **Hirer** by:

In the presence of WITNESSES:

1. _____ 2. _____