

F.No. 12/4/2013-Wakf  
Government of India  
Ministry of Minority Affairs

11<sup>th</sup> Floor, Paryavaran Bhawan,  
CGO Complex, Lodhi Road,  
New Delhi-110 003

Dated: the 23 January, 2014

OFFICE MEMORANDUM

Sub.: Framing of the Waqf Properties Lease Rules, 2014.

The Wakf Act, 1995, has been amended and the Wakf (Amendment) Act, 2013 has come into force w.e.f. 1<sup>st</sup> November, 2013. Section 56 (1) of the amended Act i.e. the Waqf Act, 1995 confers powers upon the Central Government for making of Waqf Properties Lease Rules. Accordingly, a Committee was constituted in the Ministry consisting of the Members of Central Waqf Council (CWC). Based on the recommendations received from the Members of the Committee, a draft Waqf Properties Lease Rules have been framed and are enclosed.

2. The draft Rules have been prepared which will help to increase the income from the waqf properties. If these waqf properties are leased out at market value, substantial income may be generated which can be used for the benefit of the Community. In view of the above, the Ministry proposes to notify the new Lease Rules at the earliest.

3. It is requested that the comments on the draft Waqf Properties Lease Rules, 2014 may please be provided to this Ministry latest by 7<sup>th</sup> February, 2014.

Encl.: As above.



(Rakesh Mohan)

Joint Secretary to the Govt. of India

Tel.: 24364271

1. Ministry of Home Affairs,  
(Shri Anil Goswami, Secretary),  
Room No. 113, North Block,  
New Delhi.
2. Ministry of Social Justice & Empowerment,  
(Shri Sudhir Bhargava, Secretary),  
Shastri Bhawan, New Delhi.
3. Ministry of Culture,  
(Shri Ravindra Singh, Secretary),  
Shastri Bhawan, New Delhi

contd... 1-

4. Ministry of Urban Development,  
(Dr. Sudhir Krishna, Secretary) ,  
Nirman Bhavan, New Delhi.
5. Ministry of Rural Development,  
(Department of Land Resources)  
(Shri B.B. Srivastava, Secretary),  
Krishi Bhawan, New Delhi.
6. Ministry of Finance,  
Department of Expenditure,  
(Shri R.S. Gujral, Secretary),  
North Block, New Delhi
7. Ministry of Finance,  
Department of Revenue,  
(Shri Sumit Bose, Secretary),  
North Block,  
New Delhi.
8. Ministry of Law & Justice,  
(Shri Brahm Avtar Agarwal, Secretary),  
Shastri Bhawan, New Delhi
9. National Commission for Minorities,  
(Smt. Esther S.Kar, Joint Secretary),  
5<sup>th</sup> Floor, Lok Nayak Bhawan,  
Khan Market, New Delhi.
10. Planning Commission,  
(Smt. Sindhushree Khullar, Secretary),  
Yojna Bhawan, New Delhi.
11. The Secretary, Central Waqf Council,  
14/173, Jamnagar House, Shahjahan Road, New Delhi- 110 011.  
(This Draft Lease Rules may be circulated amongst the Members of the Lease  
Committee and all the Chairperson & CEOs of the State/UT Waqf Boards for  
getting their comments).

  
(Rakesh Mohan)

Joint Secretary to the Govt. of India

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Government of India  
Ministry of Minority Affairs

11<sup>th</sup> Floor, Paryavaran Bhawan,  
CGO Complex, Lodhi Road,  
New Delhi-110 003  
Dated: the 23 January, 2014

To

The Chief Secretaries,  
All the State/UT Governemnts.

Sub.: Framing of the Waqf Properties Lease Rules, 2014.

Sir,

The Wakf Act, 1995, has been amended and the Wakf (Amendment) Act, 2013 has come into force w.e.f. 1<sup>st</sup> November, 2013. Section 56 (1) of the amended Act i.e. the Waqf Act, 1995 confers powers upon the Central Government for making of Waqf Properties Lease Rules. Accordingly, a Committee was constituted in the Ministry consisting of the Members of Central Waqf Council (CWC). Based on the recommendations received from the Members of the Committee, a draft Waqf Properties Lease Rules have been framed and are enclosed.

2. The draft Rules have been prepared which will help to increase the income from the waqf properties. If these waqf properties are leased out at market value, substantial income may be generated which can be used for the benefit of the Community. In view of the above, the Ministry proposes to notify the new Lease Rules at the earliest.

3. You are requested to send your comments, if any, on the proposed Waqf Properties Lease Rules latest by 7<sup>th</sup> February, 2014.

Encl.: As above.

Yours faithfully,

  
(Rakesh Mohan)

Joint Secretary to the Govt. of India

Tel.: 24364271

## THE WAQF PROPERTIES LEASE RULES, 2014

In exercise of the powers conferred by sub-section (1) of section 56 of the Waqf Act, 1995 (43 of 1995), as amended by the Wakf (Amendment) Act, 2013 (27 of 2013), the Central Government hereby makes the following rules, namely:-

1. **Short title and commencement.**- (1) These rules may be called The Waqf Properties Lease Rules, 2013.

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

(3) These rules shall apply to all the Waqf properties in the whole of India wherever the Waqf Act, 1995 applies.

2. **Definitions.** -In these rules, unless the context otherwise requires,-

- a) "Act" means the Waqf Act, 1995 (43 of 1995) as amended by the Wakf (Amendment) Act, 2013 (27 of 2013) or as amended from time to time;
- b) "Agricultural Purpose" means for growing crops to generate income from the agricultural land;
- c) "Board" means a Board of Waqf as defined under the Act;
- d) "Building" means the building or buildings located on the waqf land;
- e) "Commencement Date of the lease" means the date of execution of lease deed;
- f) "Commercial activities" means business, trade, enterprise or such other activities undertaken for the purpose of making profit;
- g) "Educational activities" means imparting education or training for skill development and shall include running educational institutions/schools/colleges/universities/Madarsa/Maktab etc.;
- h) "Event of Default" means an event referred to in sub-rule (2) of rule 9 of these Rules;
- i) 'Form' means a form appended to these Rules;
- j) "Health purpose" means running Hospital, Dispensary, Mutab, Nursing home etc.
- k) "Land" means the waqf land and anything attached to the land except building and trees;
- l) "Lease" "Lessor" and "Lessee" shall have the same meaning as defined under section - 105 of the Transfer of Property Act, 1882.
- m) "Lease Period" means the period for which lease is granted under these Rules;

- n) "Lease Year" means each successive periods of calendar months during the term ending after completion of one year of the Commencement Date;
- o) "Leased Premises" means the land or the building leased out by the lessor to lessee;
- p) "Mutawalli" has the same meaning as defined under section 3(i) of the Act;
- q) "Permitted Use" means the purpose as agreed upon by the parties and permitted by law.
- r) "Lease rent" means the amounts payable by the lessee to the lessor including the charges for the fittings and fixtures attached to the land or the building or any additional lease rent.
- s) "Termination Date" means expiry of the lease period as provided unless earlier terminated by the Mutawalli or the Board by issuing notice under these Rules.
- t) "Value Taxes" means all goods and services taxes, sale taxes, value-added taxes, and any other taxes imposed on the lessor with respect to this lease, the services provided hereunder or the lease rent.
- u) "Waqf" means any form of movable or immovable properties as defined under section 3(r) of the Act and includes the list of auqaf published under section-5 or registered under section-36 of the Act at the Office of the Board;
- v) "Words and expressions" used hereinafter but not defined herein shall have the same meaning as assigned to them in the Act.

**3. Grant of Lease and General Covenants.-** (1) Neither the Mutawalli nor the Waqf Board shall have any right to lease out any Mosque, Dargah, Khanqah, graveyard or Imambara except when the waqf land is situated outside the main premises of the Mosque, Dargah, Khanqah, Graveyard or Imambara. It is, however, clarified that in the State of Punjab, Haryana, Himachal Pradesh and Chandigarh where such graveyards have already been given on lease before the commencement of the Waqf (Amendment) Act, 2013, such lease may be renewed on fresh Terms & Conditions.

(2) The Mutawalli or the Board shall have a right to lease out the waqf property to any person for a period less than a year on such terms and conditions as agreed upon by the parties. While executing the lease or fixing the lease rent of a Waqf property for less than a year, it shall be incumbent upon the Mutawalli to invite applications from the persons desiring to take the property on lease by publishing a notice in the surrounding vicinity, distributing leaflets, pamphlets or beating of drums and pasting the said notice on any conspicuous place like Mosque or any other public place. The Mutawalli shall lease the property to a person who offers to pay higher lease rent and execute the lease or Sarkhat in his favour. The Mutawalli

including any member of the managing committee or his relatives (spouse, parents, children, brothers, sisters spouses of brothers or sisters and children of brothers and sisters) shall not be eligible to take on lease the said waqf property.

(3) Except as mentioned in sub-rule 2 of rule 3 above, every muttawali or the Board, as the case may be, shall invite bids in at least one leading national (Hindi, Urdu or English) and one regional or local newspaper in the regional or local language as recognized by the State and publish the following details of lease -

- (i) He or his relatives are not eligible to take the waqf property on lease.
- (ii) Exact area/description and location of the Waqf property.
- (iii) The purpose or object for which the property is required to be leased.
- (iv) The period for which the property is required to be leased.
- (v) The minimum reserve price per square feet which shall not be less than 5% per annum of the market value as fixed for the purpose of registering a conveyance before registrar having jurisdiction over the said waqf property.

(4) For leasing of Waqf properties situated in small towns and villages or properties whose lease rental income is not significant, it need not be advertised in newspapers. However, they shall be given wide publicity following the procedure laid down under rule 3(2).

(5) Any complete proposal received by the Board in respect of lease of the Waqf property shall be considered and disposed of by the Board ordinarily within a time limit of thirty days.

(6) A lease deed for a period exceeding one year and up to thirty years shall be registered at the office of registrar/sub-registrar, in conformity with section 107 of The Transfer of Property Act, 1882 and expenses towards it shall be borne by the lessee.

(7) The reserve price for leasing of the Waqf property shall be a minimum of 5% of the market value of the property. The market value shall be the price fixed for registering a conveyance at the office of the Registrar/Sub-registrar under whose jurisdiction the property is situated.

(8) The lease agreement shall include an increase of lease rent by not less than 5% for every year on the then existing lease rent.

(9) Competitive bids shall be invited in all cases if the property is situated in cities and towns having a population of one lakh and above. The waqf property shall be leased out to the highest bidder but in no case the bid shall be less than the base / reserve price to be calculated as given in rule as per sub rule 8 of rule 3.

(10) All amounts payable by the lessee to the lessor pursuant to this lease shall be deemed to be lease rent and shall be payable and recoverable as lease rent in the manner provided and the lessor shall have all rights against the lessee for default in any such payment as in the case of arrears of lease rent. Lease rent shall be paid to the lessor without deduction or set-off, except statutory deductions like TDS, at the address of the lessor or to such other person or such other address as the lessor may from time to time designate in writing. The lessee's obligation to pay the lease rent shall survive the expiration or earlier termination of this lease if the lessee continues to occupy the premises or the lessee shall pay compensation for unauthorized occupation as determined by the concerned Board or mutwalli, subject to final orders passed in any proceedings.

(11) Security deposit shall be collected based on the period of lease. If the lease is for a period upto one year, three months lease rent shall be collected as security deposit, and if the lease is for more than one year and upto five years, the security deposit shall be eleven months lease rents. If the lease is for a period exceeding five years but less than ten years the security deposit shall be eighteen months rent and if the lease is for ten years and upto thirty years, the security deposit shall be twenty- four months lease rent.

(12) The lessee shall not build any structure on the Land or building without due approval of the Board or the Mutawalli and incase he does so, it shall be *suo motu* included in the said Waqf. The lessee shall not be entitled to any compensation for constructing such structure, and this shall be treated as an event of default as given under Rule 9 (2)(c).

(13) The Mutawalli shall give the status of all lease agreements executed between the lessor and the lessee to the Board as early as possible as but not later than one month from the date on which the agreement of the lease was executed.

(14) Every waqf shall fill up Form No. 1 giving the details of immovable property/ properties forming part of the Waqf. The Form shall also indicate the properties to be leased out etc., the period of lease, lease rent, terms and conditions of lease etc. to the Waqf Board within three months from the date of notification of these Rules in the official Gazette.

(15) No sub-lease shall be permitted.

(16) A lease for any period exceeding one year and upto 30 years of any immovable waqf property shall be granted only with the prior sanction of the Board. Further, no such sanction shall be given unless a majority of not less than 2/3rd Members of the Board present cast their vote in favour of such transactions.

(17) The lease of a waqf property may be for any period exceeding one year and upto 30 years for commercial activities, education or health purposes, as defined under the definition clause of commercial activity, education and health purposes.

(18) The lease of any immovable Waqf property which is agricultural land shall not in any case be for a period exceeding three years.

(19) The lessee shall pay to the lessor for the leased premises, lease rent in respect of each year of the term or renewal terms as the case may be, payable in advance and without notice or demand in monthly or annual installments as agreed upon from the date of execution of the lease agreement.

(20) In case either the Mutawalli or the Board has already leased out the land for any period exceeding one year and upto 3 years prior to the commencement of the Wakf (Amendment) Act, 2013, the Mutawalli or the Board shall not renew the lease after the expiry of the aforesaid period without following the procedure as prescribed under these rules.

(21) The security deposit received shall be kept in a Nationalized Bank and may be utilized for development of waqf properties with the prior sanction of the Board passed by not less than 2/3rd members of the Board present cast their vote in favour of such transactions.

(22) Notwithstanding anything contained in the aforementioned rule, the mutawalli or the Board shall while granting the sanction for lease or renewal thereof, review the terms and conditions on which the lease is proposed to be granted or renewed. However, in any case, the lease agreement shall not contain a clause for automatic renewal of the lease thereof.

(23) The Board shall immediately intimate the State Government regarding the lease exceeding three years of Waqf Property and there after it shall become effective on the expiry of a period of forty five days from the date on which such intimation was made to the State Government.

(24) No waqf property shall be sold, gifted, mortgaged, exchanged or transferred.

**4. Period & Purpose of lease.-** (1) For shops, residential buildings etc., the lease shall be granted for a period upto five years.

(2) For cold storages, marriage halls, small industries etc., the lease shall be granted for a period upto ten years.

(3) For establishing and/or running of shopping malls, hotels, restaurants, Inns etc., the lease shall be granted for a period upto thirty Years.

(4) For establishing and/or running educational institutions like schools, colleges, universities, hospitals, dispensaries, madarasas, maktabas etc., the lease shall be granted for a period upto thirty years.

(5) For agricultural purposes, the lease shall be granted on year to year basis or until the life of the crop. In case the crop has a life span of more than one year



period. However, in no case the lease shall be granted for a period more than three years.

**5. Use and Occupation.-** (1) The lessee shall use the leased premises only for the agreed purpose and shall not use or permit to be used the leased premises or any part thereof for any other purpose or business or by any persons other than the lessee.

(2) The lessee shall comply with present and future laws, regulations and orders relating to the occupation or use of the leased premises.

(3) No land or building which is waqf shall be given on lease for purposes which are against sharia such as gambling or lottery or sale of liquor or other intoxicants etc.

**6. Rights and Obligations of the lessor and lessee.-** (1) The general rights and liabilities of the lessor and the lessee shall be in accordance with the provisions of Section 108 of the Transfer of Property Act.

Operation of leased premises: The lessee shall assume full responsibility for the operation and maintenance of the leased premises and for the repair or replacement of all fixtures located therein or thereon. The lessor shall have no responsibility whatsoever, with respect to maintenance, repairs or replacement, provided that if the lessee fails to do so, the lessor may at its sole option upon 14 days prior written notice and without any obligation to the lessee elect to perform such maintenance, repairs or replacement as the lessor may reasonably deem necessary or desirable. The lessor or the lessee shall not cut or withhold any of the services unless it amounts to public nuisance or causes damage to the premises.

(2) Access by lessor: The lessee shall permit the lessor to enter the leased premises at any time outside normal hours in case of an emergency and otherwise, during normal hours, where such entry will not unreasonably disturb or interfere with the lessee's use of the leased premises.

(3) Lessee's obligations: In connection with the leased premises, the lessee shall be responsible for the following:

(a) Taxes - to promptly pay and discharge all taxes, levies, duties, assessments, and license fees whatsoever whether municipal, school, provincial, parliamentary or otherwise. The lessee shall upon the request of the lessor promptly deliver to the lessor for examination all receipts for payment of such taxes, levies, duties, assessments and license fees.

(b) Maintenance - to maintain the leased premises and all improvements therein in good order and condition and remove from the leased premises at its expense all debris and garbage;

(c) Repairs - to perform all repairs to and make all replacements of fixtures, facilities, equipments, machineries, leasehold improvements etc. in the leased premises as may be necessary; and

(d) All other expenses - to pay all other expenses incurred in connection with the maintenance and operation of the leased premises.

(4) Leasehold improvements: The lessee may install in the leased premises its usual fixtures and personal property in a proper manner; provided that no installation or repair shall interfere with or damage the mechanical or electrical systems or the structure of the leased premises. If the lessee is not doing so, then in default hereunder, the fixtures and personal property installed in the leased premises by the lessee shall be removed by the lessee and the lessee shall promptly repair at its own expense any damage to the leased premises resulting from the installation and removal with reasonable wear and tear excepted. The lessee shall, if required by the lessor, remove any leasehold improvements or fixtures from the leased premises upon the termination of their lease.

(5) Alterations by lessee: The lessee may from time to time at its own expense make changes. If any such changes, additions or improvements require alterations to the exterior walls, roof, or other structural components of the leased premises, the lessee shall be solely responsible for the cost of such modifications and the lessor shall have the right to perform any such work at the expense of the lessee provided that the cost of such work to the lessee is reasonable in the circumstance.

(6) Liens: The lessee shall not create any lien or encumbrance on the leased premises under any circumstances including on the leasehold rights.

7. **Damage and Destruction.-** During the period of lease, if the leased premises or any part thereof is damaged by fire, lightning, tempest, structural defects or acts of God or by any additional perils, the following provisions shall apply:

(a) If as a result of such damage the leased premises are rendered partially unfit for occupancy by the lessee, the lease rent shall abate in the proportion that the part of the leased premises rendered unfit for occupancy by the lessee is of the whole of the leased premises.

(b) Notwithstanding sub-rule (a) above, if in the opinion of the lessor's architect or engineer given within 60 business days of the happening of damage, the leased premises shall be incapable of being rebuilt, repaired, or restored with reasonable diligence within 180 days after the occurrence of the damage, then either the lessor or the lessee may, at its option, terminate their lease by notice in writing to the other given within 15 days of the giving of the opinion of the lessor's architect or engineer. If notice is given by the lessor or lessee under this Rule, then their lease shall terminate from the date of such damage and the lessee shall immediately surrender the leased premises and all interest therein to the lessor and the lease rent shall be apportioned and shall be payable by the lessee only to the

date of the damage and the lessor may thereafter re-enter and repossess the leased premises.

(c) If the leased premises are capable with reasonable diligence of being rebuilt, repaired or restored within 180 days of the occurrence of such damage, then the lessor shall proceed to rebuild, restore or repair the leased premises within 180 days plus any additional period due to delay caused by strikes, lock-outs, slow-downs, shortages of material or labor, acts of God, acts of war, inclement weather or other occurrences which are beyond the reasonable control of the lessor, and the lease rent shall abate in the manner provided for in Clause (a) above until the leased premises have been rebuilt, repaired or restored.

8. **Indemnity.**- (1) The lessee shall indemnify and save harmless the lessor from any and all liabilities, damages, costs, claims, suits or actions growing or arising out of any breach, violation or non-performance of any covenant, condition or agreement in this lease set forth and contained on the part of the lessee to be fulfilled, kept, observed and performed.

(2) The lessee shall indemnify the lease/lessor against all costs and charges incurred in enforcing payment of lease rent or compensation for unauthorized occupation and in obtaining possession of the leased premises for breach of the terms and conditions or upon efflux of time.

(3) Limitation of lessor's liability: The lessor shall not be liable for any damage to the leased premises or any property located therein.

9. **Default.**- (1) The lessee shall pay to the lessor an amount at a rate equal to one percent per day of the monthly lease rent fixed as penalty for the default in payment of lease rent from the due date until the same is fully paid and satisfied.

(2) Events of Default. Each of the following events shall constitute an event of default:

(a) all or any part of the lease rent hereby reserved is not paid when it become due for such payment.

(b) the lessee fails to observe, perform and keep each and every of the covenants, agreements and conditions herein contained to be observed, performed and kept by the lessee and persists in the failure after one month notice by the lessor requiring the lessee to remedy, correct, desist or comply (or if any breach would reasonably require more than one month to rectify, unless the lessee commences rectification within the one month notice period and thereafter promptly and effectively and continuously proceeds with the rectification of the breach).

(c) The lessee builds any structure on the land or building without prior sanction or approval of the Board or the Mutawalli concerned.

- (3) Non-payment of lease rentals or lease considerations for three consecutive months.
- (4) The lessee shall be at liberty to terminate the lease and in such cases the lessor shall have no obligation to refund the security deposit which shall be deemed to be forfeited in favour of the Waqf.
- (5) The lease rent tendered by the lessee on time by way of money order, if refused by the lessor in accepting or giving receipt, may be deposited before the concerned Waqf Board. The Lease rent shall be treated as validly deposited if deposited by the lessee within 15 days of such refusal by the lessor.
- (6) Remedies on Default: Upon the occurrence of one or more Events of Default, the lessor may, at its option, it either by any other provision of this Lease Rules or by statute or the general law:
  - (a) be entitled to the full amount of the current month's and the next three months' installments of lease rent which shall immediately become due and payable;
  - (b) seize and sell such goods and equipment of the lessee after obtaining an order from the Tribunal and may apply the proceeds thereof to all lease rent to which the lessor is then entitled under this lease. Any such sale may be effected by public auction or otherwise, and either in bulk or by individual item, all as the lessor in its sole discretion may decide;
  - (c) terminate the lease by giving one month notice and the termination shall be without prejudice to the lessor's right to damages; the lessee shall pay to the lessor as damages the loss of income of the lessor to be derived from the leased premises for the unexpired portion of the term had it not been terminated ; or
- (7) The Tribunal shall determine any dispute, question or other matter relating to eviction of the lessee or determination of rights and liabilities of the lessor and the lessee.

**10. Assignment and Transfers.-** (1) The lessee shall not assign, sublet, pledge or transfer this lease or any interest therein or in any way part with possession of all or any part of the leased premises, or permit all or any part of the leased premises to be used or occupied by any other person.

**11. Surrender and Overholding.-** (1) Surrender: Upon the expiration or termination of the lease, the lessee shall immediately quit and surrender possession of the leased premises and all leasehold improvements in substantially the condition in which the lessee is required to maintain the leased premises excepting only reasonable wear and tear, and upon surrender, all right, title, and interest of the lessee in the leased premises shall cease. The lessor has the right to remove and sell

or otherwise dispose of any leasehold improvements, equipment or any other property of the lessee left on the leased premises by the lessee after the termination of this lease according to the provisions contained under section 55-A of the Waqf Act, 1995.

(2) Overholding: If the lessee continues to occupy the leased premises after the expiration or termination of the lease, the lessee shall be treated as encroacher as defined under section 3 (ee) of the Waqf Act, 1995. The encroachment shall be removed according to section-54 of the Waqf Act, 1995.

12. **General.**- (1) Notice: Any notice required or contemplated by any provision of this lease shall be given in writing by registered mail or delivered or sent by telecopy or similar form of immediate transmission and if to the lessor, delivered to the address and if to the lessee, personally or delivered to the leased premises (whether or not the lessee has departed from, vacated or abandoned the same). Any notice shall be deemed to have been received five postal delivery days after the date of mailing or on the day following the date of delivery or sending.

(2) Relationship of parties: Nothing contained in a lease shall create any relationship between the parties hereto other than that of lessor and lessee.

(3) Amendment or Modification: No amendment, modification or supplement to a lease shall be valid or binding unless it is made in writing and executed by the lessor and the lessee.

(4) Captions and Headings: The captions and headings contained in this lease are for convenience of reference only and are not intended to limit, enlarge or otherwise affect the interpretation to which they apply.

(5) Interpretation: Wherever necessary or appropriate in this Lease, the plural shall be interpreted as singular, the masculine gender as feminine or neuter and vice versa and when there are two or more parties bound by the lessee's covenants herein contained their obligations shall be joint and several.

(6) Successors and Assigns: Subject to specific provisions contained in the lease to the contrary, the lease shall be for the benefit of and be binding upon the successors and assigns of the lessor and the heirs, executors and administrators and the permitted successors and assigns of the lessee.

(7) In case of any ambiguity in interpretation of any of the rules made hereunder, the Central Government shall have the powers to issue clarifications in this regard.

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**Form No.-1 (Refer Rule -3)**

1.	Name of the Waqf Board							
2.	Name of the Mutawalli/Management Committee etc.							
3.	Name of Waqf & its Nature & Object							
4.	Details of the Waqf properties attached with the Waqf							
5.	Period of Lease intended							
6.	Place where the waqf property is situated							
7.	Name & Address of the Lessor							
8.	<b>A. Particular of Land to be Leased</b>							
	Area of Waqf Land	Type of Waqf Land	Revenue/Cess/Tax/ Assessment	Average Annual Yield	Structure, if any on the Waqf land	Gross Income likely to be generated, calculated as per Lease Rules	Litigation/ Court Cases, if any	
	<b>B. Particular of House/Building</b>							
	Area of Site	Type of House/ Building	Plinth Area	Total Rate applicable	Cost of Structure	Facilities (Garage, Sanitary, Electric installation etc.)	Year of Construction	Litigation/ Court Cases, if any
9.	Market Value of the above Waqf Property							
10.	Terms & Conditions, if any of Lease							
11.	Reference No.							

It is hereby certified that the undersigned has no beneficial interest in the above waqf and the information furnished above are true to the best of my knowledge.

(Signature)

Name of the Mutawalli/Management Committee.

**Place:**

**Date:**