

THE RAJASTHAN COLONISATION (GENERAL COLONY) CONDITIONS, 1955

CONTENTS

Conditions	Pages
1. Short title and commencement.....	609
2. Interpretation.....	610
(a) The Act.....	610
(b) Assessment Circle.....	610
(c) The date of Commencement of the grant.....	610
(d) Government.....	611
(e) Government land.....	611
(f) Grant.....	611
(g) Grantee.....	611
(h) Herein contained.....	611
(i) Inter-village or Dehati road.....	611
(j) Intra village road.....	611
(k) Irrigation Officer.....	611
(l) The Kharif Crop and Rabi Crop.....	611
(m) The Kharif Season and the Rabi Season.....	611
(n) The land and the said land.....	612
(o) Minerals.....	612
3. Application of Act and the terms of this statement to other statements of conditions.....	612
4. General colony conditions.....	612
5. Registration of Deeds.....	612
GENERAL EXCEPTIONS AND RESERVATIONS	
6. Selection of tenants.....	613
7. Mineral Rights.....	613
8. Right to construct or alter water-course or to create a right of way and construct village road.....	613
GRANTS OF INTEREST IN LANDS	
9. Procedure for acquisition of rights.....	616

10. Withdrawal of Khatadari rights.....	617
11. Grant of rights in village site.....	618
12. Grant to include easements etc.....	618
13. Obligation of Grantee.....	618
GENERAL COVENANTS APPLICABLE TO ALL CLASSES OF GRANTEES	
14. Regular payment of Government dues.....	618
15.	619
16. Time and place of payment.....	620
17.	620
18.	622
19. Residence in chak or village.....	622
20. Additional covenants for Tenants.....	623
21. Building sites to Tenants.....	625
PENALTIES FOR BREACH OF CONDITIONS	
22. Penalty for non-payment of out goings and rents.....	626
23. Penalty for breach of conditions.....	626
24.	626
COMPENSATION AND ARBITRATION OF DISPUTES	
25. Compensation.....	627
26. Arbitration.....	627
MISCELLANEOUS	
27. Exercise of powers.....	628
28. Conditions governing transfers under section 13 of the Act.....	628
29. Application Form.....	629
30. Conditions for the purposes of sub-section (6) of section 13-A of the Act.....	629
Form I - Form of sanad.....	629
Form II - Application for validation.....	630
NOTIFICATION UNDER.....	632

THE RAJASTHAN COLONISATION (GENERAL COLONY) CONDITIONS, 1955

[Section 28 read with section 7 (1) & (2)]

[Noti. No. F. 6 (224) Rev. (b) 55, dated 11-1-1956—Raj. Gaz., Pt. IV-C, dated 19-11-1955.]

And as amended subsequently by the following notifications:—

1. Noti. No. F. 22(30) Rev./Col./65, dated 19.01.1968—Raj. Gaz., Pt. IV-(C), dt. 15.02.1968, p. 1061
2. Noti. No. F. 3(139) Rev./Col./68, dated 21.12.1971—Raj. Gaz., Pt. IV-C(I), dt. 15.05.1975
3. Noti. No. F. 4(22) Rev./Col./77, dated 31.07.1980—Raj. Gaz., Exty., Pt. IV-(C), dt. 12.08.1980, p. 123
4. Noti. No. F. 4(22) Rev./Col./77, dated 05.08.1980—Raj. Gaz., Pt. IV-C(D), dt. 14.08.1980, p. 128
5. Noti. No. F. 4(28) Rev./Col./79, dated 23.08.1980—Raj. Gaz., Pt. IV-C(II), dt. 29.01.1981, p. 408
6. Noti. No. F. 4(22) Rev./Col./77, dated 23.09.1981—Raj. Gaz., Pt. IV-(C), dt. 01.10.1981, p. 288
7. Noti. No. F. 4(28) Rev./Col./77, dated 08.11.1982—Raj. Gaz., Pt. IV-(C), dt. 18.11.1982, p. 512
8. Noti. No. F. 4(6) Rev./Col./83, dated 21.02.1983—Raj. Gaz., Pt. IV-(C), dt. 03.03.1983, p. 746
9. Noti. No. F.3 (15) Rev./Col./76, dated 13.02.1984—Raj. Gaz., Exty., Pt. IV-(C), dt. 16.02.1984, p. 423
10. Noti. No. F. 4(23) Rev./Col./84, dated 25.08.1984—Raj. Gaz., Exty., Pt. IV-(C), dt. 04.10.1984, p. 316
11. Noti. No. F. 4(28) Rev./Col./84, dated 08.05.1986—Raj. Gaz., Pt. IV-(C), dt. 29.05.1986, p. 38
12. Noti. No. F. 3(15) Rev./Col./76, dated 31.10.1987—Raj. Gaz., Pt. IV-(C)(II), dt. 01.06.1989, p. 24
13. Noti. No. F. 4(7) Rev./Col./86, dated 22.09.1988—Raj. Gaz., Pt. IV-(C)(II), dt. 13.07.1989, p. 52
14. Noti. No. F. 4(2) Col./92, S.O. 164, dated 12.03.1992—Raj. Gaz., Pt. IV-(C)(II), dt. 12.11.1992, p. 342
15. Noti. No. F. 4(11) Col./96, G.S.R. 125, dated 30.1.1999—Raj. Gaz., Exty.,

Pt. IV-C(I), dt. 29.03.2000, p. 209(2), w.e.f. 30.11.1999 = **2000 RSCS/Pt. II/P. 268/H. 153**

16. Noti. No. F. 4(11) Col./96, G.S.R. 84, dated 18.01.2010—Raj. Gaz., Exty., Pt. IV-C(I), dt. 25.01.2010, p. 123, w.e.f. 18.01.2010 = **2010 RSCS/Pt. II/P. 234/H. 106** and Corrected by Corrigendum of even number dt. 31.03.2010—Raj. Gaz., Ordy., Pt. IV-C(I), dt. 08.04.2010, p.1 = **2010 RSCS/Pt. II/P. 498/H. 215**

17. Noti. No. F. 4(11) Col./96, S.O. 103, dated 23.04.2010—Raj. Gaz., Exty., Pt. IV-C(II), dt. 06.05.2010, p. 19, w.e.f. 23.04.2010 = **2010 RSCS/Pt. II/P. 523/H. 238**

Note.—In the footnotes appearing hereinafter, reference to amending Notifications is made by Serial No. as given to them above.

In exercise of the powers conferred by section 28 read with sub-section (1) of section 7 of the Rajasthan Colonisation Act, 1954 (Rajasthan Act XXVII of 1954) and by sub-section (2) of section 7 of the said Act, the Government of Rajasthan is hereby pleased to prescribe the following Conditions as the conditions on which land may be granted in colony to any person and further to direct that these Conditions shall be regarded as a statement of general conditions for colonies issued under sub-section (2) of the said section 7.

1. Short title and commencement.—These [Conditions] may be called the Rajasthan (General Colony) Conditions, 1955.

COMMENTARY

Applicability of.—[1] The General Colony Conditions are not at all applicable to the Khatedars who have acquired khatadari rights prior to the coming into force of the Act by virtue of section 20, therefore the Sub-Divisional Officer totally lacs jurisdiction to grant any way in the khatadari of the petitioner. *Jai Singh vs. State of Rajasthan, 1991 (2) RLR 546 (DB)*.

[2] The provisions of the Rajasthan Colonisation (General Colony) Conditions, 1955 have been further made applicable to the following conditions and Rules, namely—

1. The Rajasthan Colonisation (Fruit vegetable Gardens) Conditions, 1955 (*See Condition 2*).
2. The Rajasthan Colonisation (Project area brick-kiln) Conditions, 1966 (*See Condition 4*).
3. The Rajasthan Colonisation (Allotment of Government land to Ghair Dakhildar Tenants in paintalisa Area) Conditions, 1970 (*See Condition 3*).

4. The Rajasthan Colonisation Act-Bhakra Project Gadolia Lohars (Allotment of Government Lands) Rules, 1955 (*See* Rules 4 & 9).
5. The Rajasthan Colonisation (Chambal project Government lands Allotment & sale) Rules, 1957. (*See* Rule 3).
6. The Rajasthan Colonisation (Grant of land for residence in chak Abadi) Rules, 1959 (*See* Rule 2 (4)).
7. The Rajasthan Colonisation (Allotment of land to Co-operative Societies) Rules, 1959 (*See* Rule 5).
8. The Rajasthan Colonisation (Medium & Minor Irrigation Project-Government lands Allotment) Rules, 1960 (*See* Rule 4).
9. The Rajasthan Special Assistance to disabled Ex-servicemen & dependents of deceased defence personnel (Allotment of Lands) Rules, 1963 (*See* Rules 4 & 7).
10. The Rajasthan Colonisation (Rajasthan Canal Project Government lands Allotment & sale) Rules, 1967 (*See* Rule 4).
11. The Rajasthan Colonisation (Grant of land for residence in Chak Abadi in Rajasthan Canal area) Rules, 1971 (*See* Rule 2 (g)).
12. The Rajasthan Colonisation (Allotment of Government land to Pong Dam Oustees in the Rajasthan Canal Colony) Rules, 1972 (*See* Rule 2 (2)).
13. The Rajasthan Colonisation (Special Grant of land for residence to landless persons, scheduled castes & Scheduled Tribes, village artisans, small and marginal farmers) Rules, 1974 (*See* Rule (2)).
14. The Rajasthan Colonisation (Allotment & sale of Government land in Rajasthan Canal colony area) Rules, 1975 (*See* Rule 2 (2)).
15. The Rajasthan Colonisation (Jawai Project Land allotment & Sale) Rules, 1978 (*See* Rule 4).

2. Interpretation.—In these rules unless there is something to the contrary in the subject or context—

- (a) “*The Act*” means the Rajasthan Colonisation Act, 1954 (Rajasthan Act XXVII of 1954). [x x x]
- (b) “Assessment Circle” means the Settlement Assessment Circle in which the land is situated or by which it is wholly or mainly surrounded;
- ²(bb) “*District Level Committee*” means the committee constituted by the State Government for a district from time to time under clause (b) of sub-rule (1) of Rule 2 of the Rajasthan Stamps Rules, 2004;]
- (c) “*the date of commencement of the grant*” shall unless provided otherwise in the order sanctioning the grant, mean the date on which

1. Deleted by No. 3 [12-8-80]

2. Ins. by Notf. No. F. 4(11) Col./96, dt. 18.1.2010.—Raj. Gaz., Exty., Pt. IV-C(0), dt. 25.1.2010, p.123
[w.c.f. 18.1.2010] = 2010 RSCS/Pt. II/P. 106/H. 234

- the initial order sanctioning the grant was made by way of a Ghair Khatedar tenant;
- (d) "Government" means the Government of Rajasthan and shall be deemed to include the successors and assigns of the Government;
 - (e) "Government land" shall mean and include all unoccupied lands and lands held under temporary cultivation lease or leases granted for a specific period or under specific conditions, if such period has expired and its conditions have not been duly fulfilled and shall also include common village Lands, Birs, Paitans and areas reserved for forest or other Government purposes;
 - (f) "Grant" includes any grant made in respect of land to which the Act has been applied, whether made by way of conferment of any class of rights, whether before or after the commencement of the Act, or by devolution or otherwise;
 - (g) "Grantee" includes any person holding under a grant, whether as a Ghair Khatedar or Khatedar tenant or otherwise, and shall be deemed to include the successors and assigns of the grantee; and when the said term includes co-sharers, any liability imposed by these Conditions shall be the joint and several liability of each co-sharer;

COMMENTARY

A grantee includes any person holding land under a grant, whether a ghair khatedar or khatedar tenant or otherwise. Since permanent allotment was made in favour of the respondent, he was a grantee and had a right to have access to the agricultural land allotted to him. *Dayal Singh vs. Jai Singh*, 1988 RRD 41.

- (h) "Herein contained" means a condition or provision contained in this statement of conditions;
- (i) "Inter-village" or "Dehati road" means a road required to connect a village or chak abadi with its circumjacent neighbouring village and chak abadis as well as to provide direct communications between various abadis existing in the same village;
- (j) "Intra-village road" means road required to connect every holding in any chak or village with an inter-village road or with the abadi site of the chak or village.
- (k) "Irrigation Officer" mean such officer of irrigation department of the Government as may be duly authorised by the Government to deal with any matter mentioned in the terms or conditions of a grant;
- (l) "The Kharif Crop" and "Rabi Crop" mean the crops generally sown and harvested in the Kharif and Rabi seasons respectively;
- (m) "The Kharif Season" and the "Rabi Season" means the season of approximately six months each generally known as the Kharif and Rabi seasons respectively, and should any question arise whether any crop is a Kharif or Rabi Crop or whether the date on which any thing has been

done or should be done falls in one season or other the question shall be decided by the Collector whose decision shall be final:

- (n) "The land" and "The said land" shall, so far as a separate grant is concerned, be deemed to apply to and designate the lands included in that grant; and
- (o) "Minerals" include all substances of a mineral nature which can be won from the earth, such as coal, earth oil, gold-washings stones and forms of soil which can be used for a profitable purpose on removal, whether existing on, over or below the surface of the land.

3. Application of Act and the terms of this Statement to other Statements of Conditions.—(a) This statement is issued subject to the provisions of the Act.

(b) All grants of land under the Act, whether by way of Ghair Khatedari tenancy or conferment of Khatedari rights or otherwise, and whether made under this statement or any subsequent or special Statement of Conditions, shall be subject to its provisions, so far as they are applicable thereto and save and in so far as they may be expressly modified, abrogated or supplemented by such subsequent or special Statement of Conditions applicable to any particular part of the State or class of land, and

(c) Whenever any Statement of Conditions is hereafter issued with respect to any land to which the Act has been applied, or whenever a grant of such land is made by means of any written instrument:—

- (i) the language used in such statement or instrument shall, unless there is anything repugnant in the context and unless any other meaning is assigned thereto, be governed by the same rules of interpretation as those contained in these ¹[Conditions].
- (ii) any expression which is used to describe the party making the grant on behalf of the Government shall be deemed to include the successors and assigns of that party;
- (iii) any expression used to describe the other party shall be deemed to include the heirs, legal representatives, and permitted assigns of that party, and if the said expression includes co-sharers, any obligation or liability imposed on that party shall be the joint and several obligation or liability of each co-sharer;
- (iv) any reference to any officer by the name of his office shall be construed as reference to the officer having charge over the area in which the land is situated and shall be deemed to include any other officer of the Government duly authorised in that behalf.

4. General Colony Conditions.—The conditions hereinafter contained in these ¹[Conditions] are hereby prescribed as the general conditions on which or on any of which land may be granted in a colony.

5. Registration of Deeds.—If the conditions of any grant provide for the execution of a deed, which require registration, the deed shall be presented for registration by the grantee as soon as may be after the execution thereof.

¹ Substituted by No. 3 [12-8-80].

GENERAL EXCEPTIONS AND RESERVATIONS

6. Selection of tenants.—(1) No person shall be entitled as of right to a grant or to become a tenant and the Government of Rajasthan hereby reserves of itself and retains absolute discretion in the selection of tenants for the land referred to in this statement.

(2) All grants, whether by way of Ghair Khatedari tenancy or conferment of Khatedari rights or otherwise, shall be subject to the following exceptions and reservations and the Government hereby absolutely excepts and reserves to itself out of and in respect of the lands.

7. Mineral Rights.—(1) All existing rights to and over all mines and quarries in or under the said lands or any part thereof together with all easements theretofore enjoyed by the Government in respect of the said lands or any part thereof, and no grant, unless it is otherwise specifically provided, shall be interpreted as creating or transferring any rights in minerals whatsoever, but such rights shall be deemed to have been expressly excepted and reserved to the Government with liberty to search for work and remove any minerals existing on, over or below the land to which the grant relates, in as full and ample a way as if the grant had not been made; and for the full discovery, enjoyment and use of the rights in minerals so reserved, it shall be lawful for Government through its authorised agents or assigns or for any officer of the Government duly authorised in that behalf to enter upon the land and occupy it temporarily.

(2) *Areas excluded.*—All rivers and streams and canals, water courses and drainage channels, excavated or otherwise utilised therefor, together with their beds and banks, and all grounds situated in the said lands or any part thereof as are or may be marked out as or for any distributory channel or channels.

(3) All public thoroughfares existing on the land at the time when the grant is made together with any roads or paths, up to the width of 4 gathas which, though not yet made, have been marked out upon the ground or delineated in the plan or plans kept in the office of the Collector or the Colonisation Department.

COMMENTARY

Where the Collector had power to pass order for granting way which was already existing on the date when the allotment was made and condition 7 (3) is independent and clearly saves the rights in respect of way sanctioned it was held, the power to sanction was across the land in which mineral rights were granted. Thus, the latter allotment was subject to pre-existing through fare, roads or paths on the land. *Aad Ram and Anr. Vs. State of Rajasthan and Ors.*, 1993 (2) RLW 393 Ra j. (DB)

8. Right to construct or alter water-course *[or to create a right of way and construct village road].—When the grant is made for agricultural purposes, the Government reserves and excepts to itself the following rights [x x].

1. Deleted vide No. 3 [12-8-80]

- (1) The rights to construct a watercourse or alter an existing water-course, whenever this may be considered desirable by the Collector after consultation with the Divisional Irrigation Officer.
- (2) [x x x] The right to create or reserve a right of way in favour of the Government or any person or persons or any class of persons or of the public generally, and the right to construct inter or intra-village roads, through or across the said land or any part thereof, and not over a strip exceeding at any point 4 gathas in which, as the Collector, may, from time to time, in public interest or for the benefit of any or all land-holders of the Chak or village or for the protection and maintenance of any property or exercise of any right reserved to the Government, consider desirable and may by an order in writing, direct:

²[Provided that no compensation of any kind shall be claimable by the grantee or any other person in respect of any area acquired or reserved in exercise thereof but in respect of such area no water rate, soil advantage rate, betterment fee, land revenue taxes or cesses shall be payable by the tenant].

COMMENTARY

[1] The powers of Collector are exercisable by the Assistant Commissioner Colonisation vide Notification dated 11.10.1974. He is therefore entitled to cancel an existing way (Rasta) or open a new one. See *Pratapsingh vs. Darshansingh*, **1993 RRD 283**.

[2] See also *Darshan Singh vs. State of Rajasthan*, **1992 RRD 481**.

[3] An existing way (Rasta) can be cancelled or opened a new one but in doing so, proceeding should be taken in conformity with the principles of natural justice i.e. after fully hearing persons over whose khatedari lands the Rasta will run. *Ramrikh vs. Daulatram*, **1992 RRD 340**.

[4] For opening a rasta, it is not essential that the officer should personally visit the site. It can be done so on the report of the Tehsildar, who happens to be a revenue officer and in accordance with a map prepared by the patwari after considering the objections raised by the parties. When it is so done, it cannot be said that the order is passed without considering the evidence or that it is one sided. *Pratapsingh vs. Darshansingh*, **1993 RRD 283**.

[5] Where an order provides for set off in the instalments and also for the payment of compensation for the trees etc., it can be said that the interest of the petitioner has been taken care of. *Pratapsingh vs. Darshansingh*, **1993 RRD 283**.

[6] The conditions pertains to the construction or alteration of water courses, roads access to lands etc. Powers under this condition have been delegated to the concerned Sub-Divisional Officers. Tehsildars have no authority or jurisdiction to entertain any application or process such

1. Deleted vide No. 3 [12-8-80].

2. Ins. by No. 7 [18-11-1982]

applications under this condition. *Jagdishprasad vs. Badiram*, 1987 RRD 279.

[7] There is no analogous expression in section 251 of the Tenancy Act. Its insertion in sub-condition (2) leads to the unequivocal implication that the right of way once created by competent authority is not final, and that it is subject to alteration on the satisfaction of the competent authority. The conclusion is that the authority empowered under sub-condition (2) is competent not only to create a right of way, but also to alter and cancel the same. *Daulatram vs. State of Rajasthan*, 1988 RRD 699.

[8] The sub-conditions specially provides that the Collector may from time to time in public interest or for the benefit of any or all land holders of the chak of village or for the protection and maintenance of any property or exercise of the any right reserved to the Government may consider the desirability to create or reserve the right of way in favour of the Government or any person or persons or any class of persons of the public generally and may by an order in writing direct as such. The High Court in 1986 RRD 373 has held that the new way can be carved out by the Collector in the fields of the tenants by virtue of powers granted to him under this sub-condition and that he is authorised to create a right of way not only in favour of Government or persons or any class of persons or for public generally, but also in favour of a single person. *Dayalsingh vs. Jaisingh*, 1988 RRD 41.

[9] Where the Collector had passed order for granting way which was already existing on the date when the allotment was made it was held that the latter allotment was subject to pre-existing through fare, roads or paths on the land. *Aad Ram and Anr. Vs. State of Rajasthan and Ors.* 1993 (2) RLW 393 Raj. (DB).

[10] Where the Sub Divisional officer had considered the inspection report and site plan before creating a right of way in favour of the respondent Nol 1, it could not be said that the order was passed without considering the evidence or that it was one sided. The SDO was competent to create a right of way. *Hemraj vs. Rajbala & Ors.*, 2002 RRD 317 = 2002 (2) RRT 961. See also *Girdhari vs. Dhanna Ram & Ors.*, 1999 RRD 386

[11] Land wherefrom permission to have way was granted to respondent was allotted to the petitioners under the Bhakra Project Rules of 1955. Moreover, Parcha Khatauni too shows that the Chak 6 SNM is a colony under the Act of 1954. Therefore, granting permission to respondent for a way in Chak 6 SNM was proper. *Prem Singh vs. State of Rajasthan.*, 1990 (1) RLW 131 (Raj.), **Distinguisheshd.** *Chanan Singh & Anr. vs. Board of Revenue & Ors.*, 2006 (3) CDR 2027 (Raj.).

[12] After expiry of limitation the new khatedar cannot initiate any proceedings by filing appeal etc. against any action taken by the previous khatedar. *Bhagat Singh vs. Gurvindra Singh*, 2007 RRD 190 = RLW 2007 (1) RJ 11.

GRANTS OF INTEREST IN LAND

9. Procedure for acquisition of rights.—(1) All grants made under this statement shall be initially on a Ghair Khatedari tenancy only and by way of a lease for a period of 10 years from the date of the commencement of the grant. At or ¹[after the expiration of three years] from the date of the commencement of the grant, the grantee having paid to Government the balance purchase money and in the manner herein provided, all sums and outgoings, each and all of them, due to the Government under the provisions of this statement and having duly observed all the stipulations herein contained and to be observed by him ²[and on payment of Rupees twenty-five as sanad fee shall be entitled at any time to receive from the Government a "Sanad" ³[in Form 1] conferring on him a right of a Khatedari Tenancy in the said lands, provided that thereafter the grantee shall hold and possess land and every part thereof subject for ever to all provisions and stipulations herein contained and the tenancy shall continue till it is terminated by the operation of law or in accordance with the general or special conditions applicable thereto. The "Sanad" shall be issued under the signature and the seal of the Collector and shall be registered by the grantee according to the provisions of the Rajasthan Tenancy Act.

¹[Provided that a grantee to whom land is allotted under Rule 13-A of the Rajasthan Colonisation (Allotment and sale of Government Land in the Rajasthan Canal Colony Area) Rules, 1975, shall, on payment of full price of the land with interest due if any, be entitled, at any time after ⁴[¹[the expiration of three years] from the date] he takes possession of the land, to receive "Sanad" conferring on him right of khatedar tenant, provided that he has not breached any of the terms and conditions of allotment during the said period.]

⁵[Provided further that an allottee to whom land is allotted u/R 13 or 13-A of the Rajasthan Colonisation (Allotment and Sale of Govt. Land in the Indira Gandhi Canal Colony Area) Rules, 1975, shall on payment of total price of the land allotted to him in lump-sum with interest due if any, be entitled at once to receive from the government "Sanad" conferring on him a right of Khatedari tenant, but he shall not be allowed a rebate of 25% or 15% of the price granted u/R. 17(9) or 13-A(5) of the Rajasthan Colonisation (Allotment and Sale of Government Land in the Indira Gandhi Canal Colony Area) Rules, 1975.]

⁶[Provided further that oustee land owner of Mahi Bajaj Sagar Dam who has been allotted land under the Mahi Bajaj Sagar Project shall on payment of full price of the land with interest due if any, be entitled to receive "Sanad" conferring on him right of khatedari tenant.]

⁷[Provided also that if at the time of allotment such land was not within the

1. Substituted. by Noti.No.4(11)/Col./96, dt. 30.11.99—Raj. Gaz., Exty., Pt. IV-C(1), dt. 29.3.2000, p. 209(2) = 2000 RSCS/Pt. II/P. 268/H. 153 for "after the expiration of five years"

2. Ins. by No. 7 [18-11-1982]

3. Subs. vide No. 3 [12-8-80].

4. Ins. by No. 6 [1-10-1981].

5. Ins. by No. 15 w.e.f. 30.11.1999

6. Ins. by No. 12 [1-6-1989].

7. Added by Noti. No. F. 4(11) Col./96, dt. 18.1.2010—Raj. Gaz., Exty., Pt. IV-C(1), dt. 25.1.2010, p.123 [w.e.f. 18.1.2010] = 2010 RSCS/Pt. II/P. 234/H. 106

urbanisable limit or peripheral belt of an urban area as defined in Sec. 90-B of the Rajasthan Land Revenue Act, 1956 but subsequently included in the urbanisable limit or peripheral belt of an urban area, khatedari rights on such land shall be conferred only with the prior approval of the State Government and on payment of

- (i) 20% of the market value of land as determined for the area by the District Level Committee if the land has been included in the urbanisable limit or peripheral belt of Jaipur Development Authority or Jodhpur Development Authority, or any Urban Improvement Trust or any Municipal Corporation or Municipal Council, and
- (ii) 10% of the market value of the land as determined for the area by the District Level Committee if the land has been included in the urbanisable limit or peripheral belt of any Municipal Board,

Provided also that a person to whom land was allotted under the provisions of the Rajasthan Land Revenue (Allotment of Land for Agricultural Purposes) Rules, 1970 and subsequently such area was declared a colony area and such allottee was treated as a Temporary Cultivation Lease Holder, shall, on payment of the total price of the land, be entitled to receive at once a 'sanad' conferring khatedari right on him.]

(2) *Payment of purchase money pre-requisite.*—No grantee shall acquire Khatedari or other rights not conferred on him as a tenant by the conditions of this statement and shall continue to be subject to the conditions herein contained and as a Ghair Khatedar tenant unless and until the whole amount of the purchase price and all other sums and outgoings due to Government for the said land shall have been duly paid and discharged.

(3) *Right to be acquired in whole grant not part.*—Payment for purchase of Khatedari right shall only be accepted if made for the whole area of the grant and no grantee shall be permitted to acquire Khatedari rights in a portion thereof.

10. Withdrawal of Khatedari rights.—(1) Notwithstanding anything hereinbefore contained, the Collector ¹[after giving an opportunity of hearing to the grantee] may refuse to allow acquisition of Khatedari rights to all or any of the tenants of a Chak or village, if, for reasons to be recorded in writing he finds that:—

- (a) the state of crime in the village or Chak is such, as, in his opinion, to disentitle the grantees to the concession;
- (b) there has been in the village or chak a breach of the canal or distributory within the last 5 years and there is reason to believe that such breach was wilfully caused by the grantees of the chak or village;
- (c) there have been in the chak or village gross and repeated encroachments on the areas reserved for village Forest and "Charagah" (Common village Grazing Grounds) unallotted village site and public roads and thoroughfare;

1. Ins. by No. 3 [12-8-1980]

(d) the condition of the chak or village is grossly unsanitary.

Explanation.—Existence of borrow-pits within compounds of the houses or near village abadi, heaping of manure within compound, instead of outside the village; making of a village tank in places other than those indicated by a competent authority or failure to construct the stipulated village drinking water well or tanks, when called upon to do so by a competent authority, frequent use of village streets and lanes as latrines and for throwing of house sweepings and filth therein, shall be deemed to be proofs of existence of grossly unsanitary condition in the chak or village for purposes of this clause.

(e) there has been persistent neglect of arboriculture in the village site or in the area allotted to the chak or village for purposes of plantation of village forest.

(2) When the Collector has under the provision of sub-clauses (c) to (e) of clause (1) of this Condition, refused to allow Khatedari rights to be acquired, he may, notwithstanding such refusal, allow them to be acquired, if otherwise allowable when the encroachment, unsanitary state or neglect, as the case may be, has been removed or remedied.

11. Grant of rights in village site.—A tenant who has acquired Khatedari right in his grant shall also receive proprietary right in the village site allotted to him for the construction of a residential house on payment of such charge as the Government may from time to time, prescribe.

12. Grant to include easement etc.—Every grant shall be deemed to include the exercise and use of all rights, easements and appurtenances belonging to and appertaining to the land, except as otherwise provided.

13. The grantee may, unless otherwise provided in the special conditions applicable to the grant and unless otherwise restricted by the terms of this Statement.—

¹[(i)] ²[x x x] Take to himself all natural products growing on the surface of the land.

³[(ii)] Sink wells, construct watercourses, plant trees and make such other improvements as may be necessary for the purposes of cultivating the land to the best advantage; provided that no water course shall be made on a plan or in a position not approved or disapproved by the competent Irrigation Officer.

OBLIGATION OF GRANTEE

General covenants applicable to all classes of grantees

14. Regular payment of Government dues.—(1) Whenever an interest is granted in land, whether by way of Ghair Khatedari Tenancy or conferment of Khatedari rights or otherwise, the grantee shall pay regularly, when due, in respect of the said land or any part thereof:—

1. Subs. by No. 3 [12-8-1980].

2. Heading "Tenants' rights on produce of land" deleted by No. 3 [12-8-80].

3. Subs. by No. 3 [12-8-1980]

- (i) all rates (including water rate, occupier's rate and acreage rate) charges (including Betterment fee and soil advantage rate), taxes, cesses and other charges which may be imposed by competent authority, under any law for the time being in force, or become payable in respect of the land either by the occupier or owner thereof.
- (ii) All instalments of rents, land revenue and any other payments which are payable to or on behalf of Government under the grant.

(2) *Government to prescribe rent and land revenue.*—When no rent or land revenue is specified in the special conditions, the rent or land revenue shall be such sum as may be prescribed by the Government by general or special order from time to time.

(3) *Charge and payments by way of land revenue.*—When the grant relates to land which has not been assessed to land revenue, but the terms of the grant direct that a sum shall be paid in the manner provided for the payment of land revenue, then the grantee shall :—

- (a) pay the sums so specified at the same time and in the like manner as land revenue is paid subject to the same general orders of Government as those to which payment of land revenue for the assessment circle is subject, and
- (b) pay to Government or as the Collector may direct a sum equivalent to any rates or cesses which would have been payable if the land had been assessed to land revenue at a rate equivalent to the sum or portion of the rent so specified.

15. Nazrana or purchase price.—(1) The Government may, from time to time, fix such rate or rates of Nazrana or purchase money, payable in lump sum or instalments, at which Government lands will be granted and no such lands shall be allotted to any person except on pre-payment of the whole purchase money thereof or his entering into written covenant to make its payment, from the date of commencement of his grant by way of a Ghair Khatedar, in such instalments as the Collector may, in accordance with the general or special orders of the Government direct.

(2) *Payment of Nazrana in instalments.*—Where the grantee elects to pay the purchase money in instalments he will deposit at the time when the grant is made such earnest money as the Government or the Collector may, in accordance with the general or special orders of the Government, direct and pay the balance in such instalments and at such intervals as may be prescribed in that behalf and thereafter each instalment of the purchase price shall continue to be paid with each instalment of the rent or land revenue as the case may be, till the last payment for the completion of the purchase of Khatedari rights has been made.

(3) *Default of Nazrana instalments.*—In case the grantee fails to pay any of [The] instalment by the dates fixed therefor (i.e. for the payment of the rent or

1. Subs. vide No. 3 [12-8-80].

land revenue for the harvest concerned) ¹[without any reasonable cause] he shall be deemed to have defaulted for that harvest and shall be liable to pay an interest thereon at a rate of 6% per annum, and shall suffer, by his own default, by extending the period of his payments and period of Ghair Khatedari tenancy equivalent to the period of default.

16. Time and place of payment.—All payments mentioned hereinbefore shall be paid on the same that as that on which the instalment of rent of land revenue in the Tehsil in which the land is situated is payable and shall be paid during working hours at the nearest Government treasury or sub-treasury ¹[or] to such person or persons and at such times and places as the Government or the Collector from time to time, may appoint.

17. The grantee shall be and remain bound by the following obligations and shall be deemed to have entered into covenant for their due performance and observance:—

- (1) *Use of land.*—Not to use the lands or any part thereof in a manner liable to harm them or lessen their value for which renders them unfit for the purposes for which he holds them, or which are ordinarily subservient thereto.
- (2) *Against injury to reserved rights.*—Not to do or suffer to be done any act inconsistent with or injurious to any of the rights excepted and reserved to the Government.
- (3) *Entry of Government Officers.*—To permit without let or hindrance all officers or servants of the Government and all other persons duly authorised by Government in that behalf to enter the land or any building thereon at all times and do all acts and things necessary for or incidental to:—
 - (a) the purpose of enforcing compliance with any of the terms or conditions of the grant, or of ascertaining whether they have been duly performed or observed, or
 - (b) any purpose connected with full enjoyment, discovery and use of the rights reserved to the Government:

Provided that no residential building shall be so entered except at a reasonable time and after twenty four hours notice.

- (4) *Public rights and easements.*—Not to interfere with the lawful use by the public and land holders of the Chak or village of any thoroughfare on the land to which the grant relates or with the exercise by any third person of any right and easements existing thereon at the time of the grant, or which the grantee is bound by the terms of the grant to create or allow.
- (5) *Boundary Marks.*—At his own cost, when so required by the Collector, to erect permanent marks on the lands hereby leased, demarcating correctly the boundaries and limits thereof, and at all

¹ Subs. vide No. 3 [12-8-80]

times maintain the same in good repair in accordance with any directions from time to time issued by the Collector.

- (6) *Peaceful surrender*¹ *[on] expiry of period.*—If the grant is for a limited period or if the grant can be terminated under the terms thereof, to leave the land as soon as the grant is terminated and surrender it peacefully to the Collector, and if so required by the Collector, to pull down and remove any structure existing thereon, and deliver up the land in a level state or as in its former condition.
- (7) *Surrender for Public purpose etc.*—In either of the following events:—
- (a) if the land or any portion thereof is required for any public purpose, or for any of the purposes mentioned in condition 8 of this statement, or
 - (b) if it should be found that the whole or any part of the land has already been granted to any third persons, to peacefully surrender the whole or so much of the land as may be required on demand by the Collector or by the previous grantee, as the case may be.
- (8) *Power to resume lands for roads, railways etc.*—On receipt of a requisition in writing from the Collector, to peacefully permit him to take possession of and finally to resume for the Government, so much of the said lands as may from time to time, in the opinion of the said Collector, be required for the construction, repair or maintenance of railways and roads to be constructed at public expense by the Public Works Department or any works connected therewith, and be bound to accept it, full satisfaction and compensation for the same an equal area of land elsewhere on the canal or such other form of compensation as the Collector may determine, together with any compensation which the Collector may consider reasonable on account of the cost of any improvements made by the grantee on the lands resumed by Government. The land given in exchange, if any, under this clause shall be held by the tenant on the same conditions in all respects as the land resumed.
- (9) *Exchange of Tenancy.*—On demand by the Collector and for purposes of rectangulisation of fields, consolidation of holdings and propagation of an improvement scheme, to peacefully exchange the grant for land elsewhere, as nearly as may be equal in value to the land surrendered and on the same terms and conditions, the said terms and conditions to apply in like manner as if the land taken in exchange had been the land originally granted.
- ²(10) *Alienation.*—Not to transfer or attempt to transfer, without previous sanction in writing of the ³[State Government or an officer authorised in this behalf by the State Government], any right, title or interest in

1. Subs. by No. 3 [12-8-80].

2. Subs. by No. 8 [3-3-1983].

3. Subs. by No. 9 [16-2-1984], for "Collector".

or possession of, the whole or any part of the said lands or sub-let the same or create or attempt to create any charge thereupon, till khatedari rights, on the said lands, have accrued to the grantee and the provisions of section 13 of the Act have been complied with.]

- (11) To disclose by written acknowledgment to the officer authorised to make the grant when the grant is applied for:—
- (i) if he is in the service of the Government; or
 - (ii) if he or any member of his family or any of his co-sharers in any other tenancy has previously received from the Government any grant of land; and
 - (iii) such other information or informations as the Government may from time to time in the rules prescribed for grant of lands to which this has been applied, require to be disclosed.

Explanation.—In this clause expression “member of his family” means the wife or any decedent of the grantee or of his paternal grant father or father, and such other person, who is or has been, prior to 31st December, 1947, a member of the joint family of the grantee.

18. The grantee, whether by way of Ghair Khatedari tenancy or conferment of Khatedari right or otherwise, shall be and remain bound, jointly and severally with other lands holders and inhabitants of the chak or village, by the following obligations and shall be deemed to have entered into a covenant for their due performance and observance and to pay his share of their cost and maintenance:—

- (1) *Construction of Masonry well or reservoirs.*—To dig and construct within reasonable period a masonry well for drinking purposes or to construct two separate pucca lined reservoirs (Giggies) near the village Abadi site for use of human being and cattle respectively at a site approved by the Collector;
- (2) to manage and maintain in proper order, according to rule to be framed therefor separately, the common village pasture lands allotted by the Collector for common benefit of the inhabitants of the village or chak abadi;
- (3) *Village forest.*—To plant and maintain a village forest, according to the rules to be prescribed therefor separately for the common benefit of the inhabitants of the village or chak abadis at a site to be allotted therefor by the Collector.

19. Residence in chak or village.—(1) The grantee shall settle permanently in the chak or village in which the grant is situated within six months of the date on which the Collector directs that he be put in possession of a specified area of land, and within one year of the same date he shall build a house, of an approved plan and to the satisfaction of the Collector on a site allotted by the said Collector or with permission of the Collector, on his own lands:

I. Subs. by No. 3 [12-8-80]

Provided that when the grant is held jointly by two or more persons the Collector may for sufficient reasons excuse any of such joint holders from personal residence in the chak or village:

Provided further that when the lands of the grant area situated in more than one chak or village the grantee may with the previous approval of the Collector, elect to settle down in any one of such chak or village.

(2) *Model abadi*.—Where a new abadi is established in a chak the land holders thereof shall be and remain bound jointly and severally to inhabit themselves in the form of a model abadi of lay out duly approved by the Collector.]

20. Additional covenants for Tenants.—If the grant is by way for agricultural purpose the grantee, whether by way of Ghair Khatedari tenancy or conferment of Khatedari rights, shall be and remain bound by the following additional obligations and shall be deemed to have entered into a covenant for their due performance and observance:—

- (1) *Injury to land*.—Not to use, cultivate or manage the land in such a way as to make it unfit for agricultural purpose.
- (2) To bring one third of the culturable area of the grant under cultivation within one year from the date of the commencement of the grant and thereafter always to keep one-half of the area under cultivation:

¹[Provided that all kinds of new allottees like ex-jagirdars, landless tenants, ex-soldiers, muslim evictees, gram panchayats, disabled ex-servicemen and dependent of deceased defence personnel, political sufferers, gallantry award holders, declared landless tenants of Bhakra (Punjab), displaced agriculturists or oustees, Gadoliya Lohars and all other special categories of allottees who have been allotted or are to be allotted land in Colony on a price fixed by the State Government, shall be bound to occupy and cultivate the whole of the allotted land within 2 years of the date of handing over possession. If the land is not cultivated within 2 years, the allottee shall be served with a notice to bring the land under cultivation and even then if the land is not cultivated personally before the end of the third year by him to the satisfaction of the Collector, the allotment shall be cancelled by the allotting authority and the land shall stand resumed to the State Government without payment of any compensation:

Provided further that the allotment so cancelled shall be restored if the allottee comes forward and undertakes that he will cultivate the land after restoration.]

- (3) *Restriction on cultivation when tenancy is for limited period*.—If the tenancy is for a period terminating with the end of the Kharif season, not to sow any Rabi crop during the concluding season of

1. Added by No. 1 [15-2-68]

the tenancy and if the tenancy is for a period ending with Rabi season, not to sow any Kharif crop during the concluding season of the tenancy.

- (4) *Notice by tenant.*—(i) If the term of the grant provide for determination of the tenancy on notice by the grantee, such determination shall take place only at the end of the agricultural year or at a time specifically provided for in the grant, and a reasonable notice thereof shall be given in writing to the Collector in the manner prescribed for surrender of a tenancy under the law relating to tenancy for the time being in force.
- (ii) If the tenancy is held jointly the notice shall be signed by each co-sharer or by some person duly authorised to act on behalf of all of them, and the Collector may reject a notice so signed unless the authority is produced.
- (5) *Construction of watercourses Restrictions on.*—Not to construct or alter any canal, watercourses or drainage channel upon the land without the permission of a competent Canal Officer.
- (6) *Rectangulisation of fields.*—To carry out at his own cost Batbandi of fields for the purposes of rectangulisation thereof.
- (7) *Survey and demarcation of land.*—To pay such amount towards the cost of the survey and demarcation of the land of the chak or village as the Collector or Canal Officer may determine, the cost has already been incurred at the time of the grant or may be incurred thereafter.
- (8) *Construction of watercourses, culverts bridges and roads.*—When called upon by the Collector:—
- (a) to construct at his own expense any watercourse on the chak in which the land is situated and from which a supply of water is available for the land, or any road, path, culvert or bridge, necessary for the general convenience of the land holders of the chak or village in which the land is situated and to maintain them in good repairs, or
- (b) to pay such amount towards the cost of their construction and maintenance as the Collector or a Canal Officer may determine, whether the cost has already been incurred at the time of grant or may be incurred thereafter.
- (c) When the grantee fails to construct or maintain in good repairs any watercourse, road, path, culvert or bridge, the Collector may, after 15 day's notice to him, get the said watercourse, road, path, culvert or bridge, constructed or repaired departmentally and recover the cost thereof from the grantee as arrears of land revenue.
- (9) *Plantation of trees.*—The grantee shall, within three years from the time of the canal receiving perennial supply of water, plant on the Batbandi line of each killa or along the watercourses of his land,

