

**GOVERNMENT OF RAJASTHAN
REVENUE (GROUP-6) DEPARTMENT**

F. 6(292) Revenue A(B) 56,

Dated 27-3-1958

**The Rajasthan Land Revenue (Allotment of Land to Dairy, Poultry
& Piggery Farms) Rules, 1958**

Notification

In exercise of the powers conferred by clause (xiv) of sub-section (2) of section 261 of the Rajasthan Land Revenue Act, 1956 read with section 102 thereof, the State Government hereby make the following rules, namely:-

1. Title and Commencement. - (1) These rules may be called the Rajasthan Land Revenue (Allotment of Land Revenue (Allotment, of Land to [Dairy, Poultry and Piggery] Farms) Rules, 1958.

(2) They shall come into force at once.

2. Definitions. - In these rules, unless there is anything repugnant in the subject or context "Farm" shall mean-

- (a) a dairy farm which maintains at least 25 milch cattle, viz. cows and/or she buffaloes, of breed approved by the Veterinary and Animal Husbandry Department, for production of milk, butter etc. for sale in the market for human consumption, or
- (b) a poultry farm which maintains at least 50 laying hens and/or ducks of breeds approved by the Veterinary and Animal Husbandry Department.
- (c) a piggery farm which maintains at least four units (one unit is equivalent to four female and one male pig) approved by the Veterinary and Animal Husbandry Department.

3. Application for allotment. - (1) Any person desirous of obtaining any allotable area of unoccupied Government land for the purposes of a farm including grazing of its cattle or feeding of its fowl may apply in writing to the Collector of the district in which the land applied for is situated.

(2) The application shall contains the following particulars.-

- (a) Name of the farm and of the place where situated;
- (b) Names, address and occupation of the persons responsible for its management;

- (c) Date of registration of the farm, if registered, together with numbers of registration certificate;
- (d) Period during which the farm has been functioning as such;
- (e) Average number of cattle/fowl maintained by the farm during the past 3 years;
- (f) Financial position and sources of income;
- (g) Area of land already held for grazing/feeding purposes; and
- (h) Situation. Boundaries and Khasra number of the area applied for.

4. Enquiry by Collector. - (1) On receipt of an application under rule 3 the Collector shall satisfy himself, by such enquiry through the Director deem fit, regarding the correctness of the particulars given in the application and call for a report from a Tehsildar with regard to the area applied for whether it is occupied or unoccupied, whether it is assessed or unassessed and if assessed, what the rent, is, as well as its soil classification at the current settlement.

(2) On receipt of the report referred to in the sub-rule (1) and after such further enquiry as he may deem fit to make, the Collector may either reject the application for reasons to be recorded or may accept the application, before forwarding the application, the Collector shall have due regard to the availability of land for the grazing of the village cattle and shall also see whether the land applied for likely to be needed for the extension of the village abadi or for any other development scheme.

5. Lands that cannot be allotted. - The following categories of land shall not be allotted under this rule-

- (i) Lands included in any canal, Colony or River Valley Project area;
- (ia) Lands situated within periphery of one kilometer of abadi area of a town/village and in urbanisable limit and peripheral belt of an urban area as defined in section-90B of the Rajasthan Land Revenue Act 1956;
- (ii) Lands specified in section 16 of the Rajasthan Tenancy Act, 1955 with exception of land mentioned in clause (iv) of that section: and
- (iii) Lands reserved for village forests.

6. Extent of area to be allotted and sanctioned authority. - (1) The area to be allotted under these rules shall be at the rate of one sixth of an acre per head of cattle in the case of a dairy farm, and one sixth of an acre for every one hundred laying hens and/or ducks in the case of a poultry farm and 100 sq. yards for every unit of 10 pigs and 5 biswas for growing fodder and where Chukandar is grown half acre for every unit, in case of piggery farm. The total area to be allotted shall, however in any case not exceed the ceiling limits fixed under the Rajasthan Imposition of Ceiling on Agricultural Holdings Act, 1973.

(2) All allotments under these rules shall be made by the Collector after obtaining sanction of the .Commissioner.

7. Conditions of allotment. - All allotments of land under these rules shall be subject to the following conditions:-

(1) The land shall be given on lease and not on Khatedari or Gair Khatedari rights subject to the condition that in the case of new farm, the farm shall be started within three months of allotment.

(2) The rent to be charged shall be Rs. 1000/- per acre per annum.

(3) Lease shall be for a period of ten years or for so long as the lessee uses the area for the purpose of maintaining the cattle/fowl of the farm, whichever is less, renewable at the end of ten years for the further similar period on rent to be determined by the Government.

Provided that no lease shall be renewed if land is situated in urbanisable limit and peripheral belt of an urban area as defined in Section 90-B of the Rajasthan Land Revenue Act, 1956 and such land shall revert to the State Government free from all encumbrances.

(4) The lessee shall have no right to sell, mortgage, lease or in any other way of transfer any portion of land to any person or body of person.

Provided that the lessee may mortgage, his land or a portion thereof, in favour of a Schedule Bank or Co-operative Bank, for obtaining a loan for a purpose directly connected with his dairy and/or poultry farm, the period of such mortgage shall not extend beyond the period of the lease granted under these rules.

(5) The land shall be used only for the purpose of the grazing of the cattle or the feeding of the fowl maintained by the farm and the up-keep thereof and for growing such crops or trees as are required for the feeding of such cattle or fowl, e.g. Moth, Grass Razka etc. subject to the condition that the fodder grown shall be used for feeding of the farm cattle or fowl only and not for sale.

(6) The farm shall throughout the period of lease maintain the stipulated number of cattle or fowl at the rate of one cattle per half acre or one hundred laying hens per one-fifth of an acre:

provided that in the event of a decrease in the stipulated number due to some infections disease or unforeseen calamity, the Collector may allow the lessee a period of three months within which to make up to deficiency.

(7) No permanent structure or buildings shall be erected on the land without the previous sanction of the State Government but cattle sheds, hen-houses, go-down, store houses for the storage of fodder, huts or houses for the labourers or those connected with the upkeep of the farm, creamery or laboratory, tanks for the storage or water-troughs and the like may be built, such structures shall pass to the Government with the land.

(8) The lessee shall have no rights over the trees growing in the leased area and shall not cut any trees without the specific permission of the Collector, and such permission shall not be given unless it is shown that it is necessary for the proper use of land for grazing or feeding purposes.

(9) On failure to fulfill any of the terms and conditions of the lease, the lessee shall be liable to cancellation and the land shall be taken back by the Government and in the event of such resumption, the lessee shall not be entitled to any compensation for any structures etc. that he may have put up.

(10) The area allotted shall be enclosed with a fencing by the lessee.

(11) The lessee shall keep in the Farm pedigree cattle or pedigree fowl equal to one fourth of the total number of cattle or fowl in the Farm and shall run the farm on lines approved by the Animal Husbandry Department. In the case of a dairy farm, the milk sold shall be pure and un-adulterated and shall be supplied under hygienic conditions laid down by the Public Health Department and the Dairy Development Officer, Rajasthan.

(12) The cattle or fowl kept on the farm, as well as the premises, shall be open to inspection by the District Veterinary Officer at least four times in a year.

7A. deleted by notification dated 06.03.77

8. Lease deed. - The lessee shall execute a lease deed in Form A appended to these rules within a fortnight of the sanction of allotment.

9. Entry in Khatauni. - The land leased under these rules shall not be shown alongwith the Muafi or Khatedari holdings but shall be shown separately as land leased to the farm under these rules.

Appendix "A"

Lease Deed

This indenture made this day..... of between the Governor of the State of Rajasthan (hereinafter called the lessor) of the one part, and(hereinafter called the lessee) of the other part, WITNESSETH that in consideration of the rent hereby reserved and of the covenants and agreements hereinafter contained, on the part of the lessee to be paid, observe or performed, the State Government hereby grants and demises unto the lessee all that plot, and parcel of land measuring approximatelyacres/bighas in village.....Tehsil.....District.....and hereinafter more particularly described in Schedule A and shown in the plan attached herewith and coloured..... with liberties, powers and privileges to be exercised or enjoyed in connection therewith which are mentioned in part 1 of these presents reserving out of the demise unto the Government the liberties, powers and privileges mentioned in Part I of these presents. To hold the premises hereby granted and demised unto the lessee for the term of ten years with the effect from and the lessee hereby covenants with the Governments as in Part III expressed and the Government hereby covenants with the lessee as in Part IV expressed and it is mutually agreed between the parties as in Part V or these presents.

In witness whereof these presents have been executed in manner hereunder appearing the day and year first above written.

Witness.....
[Signed by.....

.....
of the Governor],

Address.....
Lessor

.....for and on behalf

.....Lessee

Witness.....
Address.....

Part I- Liberties, powers and privileges to be exercised or enjoyed by the Lessee

1. The lessee is entitled to the quite enjoyment of the land hereby leased for the entire period of lease without any let or hindrance from the lessor or his employee so long as the land is used for the grazing or feeding of the Farm's cattle, fowl or piggery, as the case may be. and the rent stipulated is paid to the lessor.

2. At the end of the period lessee at his option shall be entitled to renew the lease for a further period of 10 years on the same terms except as to the rate of rent which will be fixed at the rate to be determined by the Government but lease shall not be renewed if such land is situate in urbanisable limit and peripheral belt of an urban area as defined in Section 96B of the Rajasthan Revenue Act, 1956 and such land shall revert to the State Government free from all encumbrances.

3. The lessee shall have liberty to construct cattle-sheds, hen-houses, go-downs or store houses for the storage of fodder etc. huts or houses for the labour of these connected with the upkeep of the Farm, creamery laboratory or tanks for the storage of water troughs for the use of the cattle.

4. The lessee shall be entitled to bring a reasonable portion of the land under cultivation for growing Moth, Ganwar Grass, Lucerne, etc. for the use of the Farm's cattle or fowl only provided these are not sold in market or to any other person.

Part II - Liberties, powers privileges reserved by the lessor

1. The lessor reserves the right for himself, his employees or nominees to enter upon the leased premises for the purposes a prospecting or exploitation of any mineral within or under the said lands and to work with and carry away the same.

2. The lessor shall have the right to resume and re-occupy any portion of the leased premises for the purpose of constructing, repairing or maintaining any or railway, road, canal, reservoir, a telegraph, telephone or electric line or sub-station or any other work of a like nature, such powers of resumption and reoccupation to be exercised on behalf of the lessor by the Collector of the district or any officer or nominee authorized by him in his behalf.

3. The lessor shall have power to terminate this lease at any time during the period of the lease, if the lessee-

(1) does not use the land hereby demised or any part thereof for the purpose for which it is leased, or

(2) Sell, mortgages, lets out or in any other way transfers any portion of the land to any person or body of persons without the previous sanction of the Government

Provided that such Government, sanction shall not be necessary in case of a mortgage made by the lessee in favour of Scheduled Bank or a Co-operative Bank.

(3) Commits any breach of the terms of this lease, or

(4) is guilty of gross negligence in complying with the legitimate directions of the Collector in relation to the upkeep or maintenance of the Farm, or

(5) fails to make, amends or comply with the said directions within three months of receiving notice of such non user, breach or neglect from the Collector.

Part III-Covenants of the lessee

The lessee hereby covenants-

- (1) To pay the rent of.....per year in advance during the said term of ten years.
- (2) Not to use the land hereby demised for any purpose other than that specified in Part 1 of this agreement.
- (3) To maintain at all times.....heads of cattle.....fowl in the Farm throughout the period of lease.
- (4) Not to cut the trees in the leased premises without the specific permission of the lessor, should the removal of any tree be necessary' for the proper use of the leased premises.
- (5) Not to erect any building of a permanent nature other than structure referred to in clause 3 of Part 1 of the agreement without the previous sanction of the Government.
- (6) To maintain such record and in such form as maybe prescribed by the Collector or the Agriculture department.
- (7) To maintain the Farm and the cattle/fowl in good hygienic condition.
- (8) To obtain permission from the lessor through the Collector, before constructing any building of a permanent nature.
- (9) To allow the Collector, the Director of Agriculture, the Dairy Development Officer or any other Officer who may be generally or specially authorised by the Collector or the said Director to inspect the premises, buildings, records, cattle etc. and take notes or carry out tests within 24 hours of receiving previous notice in this behalf.

Part IV-Covenants of the Lessor

The lessor hereby agrees and covenants to pay compensation to the lessee.

- (1) For all buildings of a permanent nature constructed with the sanction of the Government.
- (2) For and loss or damage to crops, plants, trees or buildings by the exercise of powers reserved by the lessor under clause I Part II of the agreement.
- (3) For any house, well or other permanent structure that may have been put up in case of resumption under clause (2) of part II in accordance with the provisions of the Land Acquisition Act, 1894.

Part V-Covenants naturally agreed to by lessor and lessee

The lessor and the lessee hereby agree that in the event of any dispute arising between the lessor and the lessee in respect on interpretation or compliance with the terms of the lease or the sufficiency thereof, or to any matter or thing in any way connected with this agreement, the same shall be referred to arbitration in accordance with the provisions of the Arbitration Act, 1940 of the Central Legislature.