

The Rajasthan Land Revenue (Allotment of Land to Gaushalas) Rules, 1957

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 makes the following rules, namely: -

1. Title and Commencement. - (1) These rules may be called the Rajasthan Land Revenue (Allotment of Land to Gaushalas) Rules, 1957.

(2) They shall come into force at once.

2. Interpretation. - In these rules, unless there is anything repugnant in the subject or context, "Gaushalas" shall mean an institution for the protection, care and well being of cattle or the improvement of their breed, and shall include 'Gapalkendras', 'Pinjrapoles' and other similar institutions.

3. Gaushalas eligible to apply for allotment. - Gaushalas shall be eligible to apply for the allotment of land under these rules for grazing purpose provided that-

(1) Gaushala must be registered under the Rajasthan Societies Registration Act 1958 and the Rajasthan Gaushalas Act, 1960

(2) They maintain at least fifty heads of cattle.

4. Application for allotment. - (1) Any Gaushala desirous of obtaining any allotable area of unoccupied Government land for the grazing of its cattle may apply in writing to the Collector of the district in which the land applied for is situated.

(2) The application shall contain the following particulars-

(a) Name of the Gaushala and of the place where situated;

(b) Names, address and occupation of the persons responsible for its management;

(c) Date of registration of the Gaushala under the Rajasthan Societies Registration Act, 1958 and Rajasthan Gaushala Act, 1960; together with the number of registration certificate;

(d) Period during which the Gaushala has been functioning as such;

(e) Average number of cattle maintained by the Gaushala during the past 3 Years;

(f) Financial position and sources of income;

(g) Area of land already held for grazing purposes; and

(h) Situation, boundaries and Khasra numbers of the area applied for.

5. Enquiry by Collector. - (1) On receipt of an application under rule 4, the Collector shall first satisfy himself, by such enquiry as he may deem fit, regarding the correctness of the particulars given in the application, and shall, thereafter, call for a report from the 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 the current settlement.

(2) On receipt of the Tehsildar's report and after such further enquiry as he may deem fit to make, the Collector may either reject the application for reasons be recorded or accept the application. Before accepting 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 is likely to be needed for the extension of the village abide or for any other development scheme.

6. Lands that cannot be allotted. - The following categories of land shall not be allotted under the rules.-

(i) *Deleted by notification dated 15.06.02*

(ii) Lands specified in section 16 of the Rajasthan Tenancy Act. 1955 with the exception of land mentioned in clause (iv) of that section; and

(iii) Lands reserved for village forests.

Provided that if no suitable sawaichak land is not available for allotment to Gaushalas and sufficient land remains available for grazing cattle of the village, the Charagah land may be allotted under these rules.

7. Extent of area to be allotted and sanctioning authority- (1) The area to be allotted under these rules shall be at the rate of 10 square meter per cattle head for the use of cattle head for the use of cattle for sitting or standing purpose and one hectare per 100 cattle heads for providing facilities such as grazing, drinking water, production of fodder and collection of dung etc.:

Provided that the maximum land allotted under this rule shall not exceed 25 hec.

(2) All allotments under these rules shall be sanctioned by the Collector.

8. 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.

(2) The rent to be charged shall be-

(a) one fourth of the rent assessed at the current settlement if the land applied for is assessed: or

(b) Rs. 160/- per hectare per annum if the land is unassessed.

(3) The lease shall be for a period of twenty years, or for so long as the lessee uses the area for the purpose of maintaining the cattle of the Gaushala, whichever is less, renewable at the end of twenty years for a further similar period on one half of the rent assessed in the current settlement if the land applied for is assessed or rupee 320 per hectare per annum if the land applied for is unassessed:

Provided that the Collector may, after recording reasons, grant lease for period of thirty years or for so long as the lessee uses the area for the purpose of maintaining the cattle of the Gaushala, whichever is less, with the prior permission of State Government.

(4) The lessee shall have no right to sell, lease or sublet any portion of the land to any person or body of persons without the previous sanction of the Government.

(5) The land shall be used only for the purpose of the grazing of the cattle maintained by the Gaushala and for growing such crops or trees as are required for the feeding of such cattle, e.g. Moth. Ganwar, Grass, Razka etc. subject to the condition that the fodder grown shall be used for the feeding of the Gaushala cattle only and shall not be sold in the market or to others.

(6) The Gaushala shall throughout the period of lease maintain the stipulated number of cattle at the rate of one cattle per bigha of land:

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

(7) No permanent structure of buildings shall be erected on the land without, the previous sanction of the Divisional Commissioner; but cattle-sheds, go-down, store-houses for the storage of fodder, huts or houses for the labourers, or those connected with the upkeep of the Gaushala, tanks for the storage of water, water troughs and Bio-agriculture, cow-products based on panchagavya, Gobar-gas plant, energy production from Gobar-gas, filling of cylinders from filtered Methane gas application, exhibition, and training centre for aforesaid activities and construction of centre for aforesaid activities 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 tree 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 purposes.

(9) On failure to fulfill any of the terms and conditions of the lease, the lease shall be liable to cancellation and the land shall be taken back by the Government after one month's notice, 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 covered with a fencing/boundary wall by the lessee.

(11) The lessee shall keep in the Gaushala pedigree bulls and cows equal to one-fourth of the total number of cattle in the Gaushala. The bulls will be used for covering the cows in the neighboring area on rates fixed by the Village Panchayat. The lessee shall also maintain infirm and invalid cows for care and protection to the extent of 25 per cent of the total cattle inmates of the Gaushala.

9. Lease deed. - A lease deed as per Appendix "A" shall be executed. The lease shall have five parts as detailed below:-

Part I- Liberties, Powers and privileges to be exercised or enjoyed by the lessee.

Part II- Liberties, Powers and Privileges reserved by the lessor

Part III- Covenants of the lessee.

Part IV- Covenants of the lessor.

Part V- Covenants naturally agreed to by the lessor and the lessee.

10. Entry in Khatauni. - The land leased under these rules shall not be shown with the Muafi of Khatedari holdings but shall be shown separately as land leased to the Gaushala under these rules.

Appendix "A"
Lease deed

This indenture made this.....day of.....between the Government of Rajasthan hereinafter called the lessor on the one part and..... hereinafter called the lessee on the other part WITNESSETH that in consideration of the rest hereby reserved and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, observed or performed, the State Government hereby grants and dismiss unto the lessee all that plot and parcel of land measuring approximately.....acres/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 I of these presents, reserving out of the demise unto the Government the liberties, powers and privileges mentioned in Part II of these presents. To hold the premises hereby granted and demised unto the lessee for the term of twenty/thirty years with effect from and the lessee hereby covenants with the Government 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 in Part V of these presents.

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

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

Sd/-.....
on behalf of the Government of Rajasthan

[Collector]

Lessor
Sd/.....

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

Lessee.....

Part I- Liberties, Powers and privileges to be exercised or enjoyed by the lessee.

1. The lessee is entitled to the quiet 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 of the Gaushala cattle and the rent stipulated is paid to the lessor.
2. At the end of expiry of the period of this lease, the lessee at his option shall be entitled to a renewal for a further period of twenty/thirty years on the same terms except-
 - (i) as to the rate of rent which will be fixed at a rate to be determined by the Government, mid
 - (ii) the present clause of further renewal of the lease.
3. The lessee shall have liberty to construct cattle-sheds, go-downs or store-house for the storage of fodder etc. huts or houses for the labourers or those connected with the upkeep of the Gaushala or tanks for the storage of water and, water troughs and Bio-agriculture, cow-products based on panchagavya, Gobar-gas plant, energy production from Gobar-gas, filling of cylinders from filtered Methane gas application, exhibition, and training centre for aforesaid for activities and construction of centre for aforesaid activities .
4. The lessee shall be entitled to bring a reasonable portion of the land under cultivation for growing Moth, Ganwar, Grass, Luncerene etc. for the use of the Gaushala cattle only provided these are not sold in the market or to others.

Part II-Liberties, Powers and Privileges reserved by the lessee.

1. The lessor reserves the right for himself, his employees or nominees to enter upon the leased premises for the purpose of 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 railway, road, canal, reservoir, a telegraph 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 authorised by him in this behalf.
3. The lessor shall have the 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) sells, mortgages or in any way transfers any portion for the land to any other person or body of persons without the previous sanction of Government, or
- (3) commits any breach of 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 Gaushala, or
- (5) fails to make amends or comply with the said directions within three months of referring 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 twenty/thirty years.
- (2) Not to use the land hereby demised for any purpose other than that specified in Part -I of this agreement.
- (3) To maintain at all times.....heads of cattle in the Gaushala 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 the structures referred to in clause 3 of Part I of the agreement without the previous sanction of the Government.
- (6) To maintain such record and in such form as may be prescribed by the Collector.
- (7) To maintain the Gaushala and the cattle in good hygienic conditions.
- (8) To obtain permission from the lessor, through the Collector, before constructing any building of a permanent nature.
- (9) To allow the Collector or any other officer who may be generally or specially authorised by the Collector to inspect the premises, buildings, records, cattle etc. 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 previous sanction of the Government:

(2) For any loss or damage to crops, plants, trees or buildings by the exercise of powers reserved by the lessor under clause 1 of 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 the lessor and the lessee

The lessor and the lessee hereby agree that in the event of any dispute arising between the lessor and the lessee in respect of the interpretation or compliance with the terms of the lease or the sufficiency thereof or to any matter or things 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.