

**THE RAJASTHAN COLONISATION (SALE OF  
LAND IN MANDIS IN THE CHAMBAL  
IRRIGATION PROJECT AREA) RULES, 1960**

**C O N T E N T S**

<b>Rules</b>	<b>Pages</b>
1. Short title, extent and commencement.....	412
2. Revocation.....	412
3. Definitions. ....	412
4. Constitution of a Committee. ....	413
5. Demarcation of areas, their division into plots and manner of disposal thereof. ....	413
6. Sale by auction.....	415
7. Description of the plots. ....	415
8. Sale price. ....	415
9. Who can bid.....	415
10. Adjournment of sale. ....	415
11. Retracting a bid.....	415
12. Revision of upset price. ....	416
13. ....	416
14. Omitted.....	416
15. Sale by allotment. ....	416
16. Deed of grant.....	418
17. Registration of deed. ....	418
18. Delivery of possession. ....	418
19. Purpose for which sold. ....	418
20. Levelling.....	418
21. Payment of taxes and cesses. ....	418
22. Restriction on transfer. ....	418
23. Fragmentation. ....	418
24. Plan of construction. ....	418
25. Period of construction. ....	419
26. Prohibition of obnoxious industry.....	419
27. Forfeiture. ....	419
28. Proceeds from sale of land.....	420
29. Appeal. ....	420
30. Control. ....	420

31. Saving.....	420
32. Printed copies of rules and deed of grant.....	420
ANNEXURE I, II AND III.....	421-425
NOTIFICATIONS UNDER (Rulewise).....	425-427

## THE RAJASTHAN COLONISATION (SALE OF LAND IN MANDIS IN THE CHAMBAL IRRIGATION PROJECT AREA) RULES, 1960

### (Section 28)

[Noti. No. F. 7 (67) Irg./60, dated 23-6-1960, published in the Rajasthan Gazette, Part IV-C, dated 28-7-1960.]

And as amended subsequently by the following notifications:—

1. Noti. No. F. 7(44) Irg./63, dated 04.10.1963—Raj. Gaz., Part IV-C, dated 05.12.1963.
2. Noti. No. F. 4 (2) Rev. /Col./95, dated 24.03.1965—Raj. Gaz., Part IV-C, dated 06.05.1965.
3. Noti. No. F.7 (44) Irg. /63 /Col., dated 06.07.1965—Raj. Gaz., Part IV-C, dated 22.07.1965
4. Noti. No. F.3 (63) Rev./Col./65, dated 14.09.1965—Raj. Gaz., Part IV-C, dated 14.10.1965
5. [Noti. No. F. 22 (26) Rev./Col. /65, dated 23.09.1966—Raj. Gaz., Part IV-C, dated 06.04.1967
6. Noti. No. G.S.R. 65(37) F. 4(10)Rev./Col./73, dated 03.07.1973—Raj. Gaz., Part IV-C(I), dated 12.07.1973
7. Noti. No. F. 4(10) Rev./Col. /72, G.S.R. 32, dated 03.06.1974—Raj. Gaz., Part IV-C(I), dated 27.06.1974
- 7-A. Noti. No. F. 4(10) Rev./Col. /72, dated 25.08.1976—Raj. Gaz., Part IV-C(I), dated 26.08.1976
- 7-B. Noti. No. F. 4(10) Rev./Col. /72, dated 09.03.1977—Raj. Gaz., Part IV-C(I), dated 24.03.1977
8. Noti. No. F. 4(31) Rev. /Col. /77, G.S.R. 47, dated 16.08.1978—Raj. Gaz., Part IV-C(I), dated 31.08.1978
9. Noti. No. F.4(2) Rev./Col. /80, G.S.R. 45/12E, dated 25.08.1980—Raj. Gaz., Exty., Part IV-C, dated 27.08.1980

*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 of the Rajasthan Colonisation Act, 1954 (Rajasthan Act No. 27 of 1954) and all other powers enabling it in this behalf the Government of Rajasthan hereby makes the following rules for the sale of Government land, acquired or otherwise, for the

establishment and development of mandis in the area to be served by the Chambal Irrigation Project, namely :—

**1. Short title, extent and commencement.**—(1) These rules may be called the Rajasthan Colonisation (Sale of land in Mandis in the Chambal Irrigation Project Area) Rules, 1960.

(2) These rules shall come into force atonce.

(3) These rules shall apply to the Mandis in the Chambal Irrigation Project area.

**2. Revocation.**—The Rajasthan Land Revenue (Sale of land in mandis) (Chambal Irrigation Project Area) Rules, 1957, are hereby revoked but not so as to affect anything done or action taken under the rules so revoked.

**3. Definitions.**—In these rules—

(a) “*Collector*” means Collector of a district and includes—

(i) any officer appointed by the State Government to perform all or any of the functions and exercise all or any of the powers of the Collector under the Rajasthan Land Revenue Act, 1956; and

(ii) any officer appointed before or after the commencement of the Rajasthan Colonisation Act, 1954, for purposes of colonisation;

(b) “*Committee*” means the Mandi Committee constituted under Rule 4;

(c) “*Mandi*” mean any area commanded <sup>1</sup>[of benefited] by the Chambal Irrigation project which is or is not included in the limits of any local authority or village abadi and which has been, or may hereafter be, declared by the State Government as a mandi for the purposes of these rules and includes sites and plots of such area demarcated for residential, commercial and industrial purposes.

(d) “*Obnoxious industry*” shall be deemed to be carried on or in any site or a building erected on a site, if the site or the building is used for any of the following purposes, namely:—

(i) melting tallow, dressing raw hides, boiling bones, offal or blood;

(ii) as a soap house, oil boiling house, dyeing house or tannery;

(iii) as a brick field, brick kiln, charcoal-kiln pottery, or line kiln;

(iv) as any other manufactory engine house, store house or place of business from which offensive or unwholesome smells, gases, noises or smoke arise;

(v) as a yard or depot for trade in unslaked lime; hay, straw, thatching grass, wood, charcoal or coal or other dangerously inflammable material;

---

1. Inserted by No. 2 [6-5-1965]

(vi) as store-house for any explosive or for petroleum or any inflammable material.

<sup>1</sup>[(e) sale shall be deemed to mean "transfer of lease-hold rights" and the word "sell" and "sold" shall mean accordingly.]

#### COMMENTARY

Rule 3 (e) & Notification No. F. 7 (187) LSG/58 dt. 15-9-66, issued under powers conferred by Sec. 102A, L.R. Act Mandi Committee, justified in not allotting entire land inspite of consent of neighbour-Committee thought fit to give concession—Board cannot be guided by alleged concession by U.I.T. in other cases. *Smt. Phool Kauwar Bai vs. State of Rajasthan*, 1975 RRD (NUC) 57.

**4. Constitution of a Committee.**—<sup>2</sup>[(1) The State Government shall for the purposes of development of land in all the Mandis in the Chambal Irrigation Project Area, constitute a Mandi Committee which shall consist of the following :—

- |   |                  |
|---|------------------|
| (i) Area Development Commissioner, Kota   | Chairman         |
| (ii) Collector, Kota  | Member           |
| (iii) Collector, Bundi  | Member           |
| (iv) Deputy Town Planner, Kota  | Member           |
| (v) Executive Engineer (P.W.D. B. & R.) <sup>3</sup> [District Division Kota]   | Member           |
| (vi) Executive Engineer (P.W.D. B.&R.) Bundi  | Member           |
| (vii) Secretary, Mandi Committee, Kota  | Member-Secretary |
| (viii) Such other persons as member, as the State Government may by notification in the Official Gazette appoint in this behalf from time to time.] |                  |

(2) The Committee constituted under sub-rule (1) may delegate any of its functions under these rules to a sub-committee thereof.

(3) The Committee may co-opt any person as a member thereof for any specific purpose.

(4) The Committee may make regulations for the conduct of its business.

(5) The headquarters of the Committee shall be at Kota but the Committee may meet at any other place as and when necessary.

**5. Demarcation of areas, their division into plots and manner of disposal thereof.**—(1) The Committee shall demarcate and reserve areas in a mandi, other than those lawfully demarcated and reserved, or to be so demarcated and reserved, for industrial purposes, separately—

1. Added by No. 1 [5-12-1963]

2. Subs. by No. 9 [27-8-1980]

3. Inserted by No. 7 [27-6-1974]

- (i) for commercial purposes, or commercial-cum-residential purposes,
- (ii) for the residence of the members of the scheduled castes and scheduled tribes and of low income group citizens not assessable to income tax under the Indian Income Tax Act, 1922 (Central Act No. 11 of 1922); <sup>1</sup>[and of middle income group citizen whose income exceeds Rs. 250/-per month but does not exceed Rs. 400/-per month.]
- (iii) for the residence of persons other than those described in clause (ii); and
- (iv) for any public purpose or any special purpose or for any class of persons.

(2) The Committee shall divide every area demarcated and reserved by it for any purposes under sub-rule (1) into plots of such size as it may deem fit.

(3) The <sup>1</sup>[lease hold rights in the plots] demarcated and reserved for the purposes mentioned in clause (i) of sub-rule (1) shall be sold by public auction:

Provided that any land lawfully demarcated and reserved for industrial purposes shall be disposed of, under and in accordance with the Rajasthan Industrial Area Allotment Rules, 1959.

(4) The <sup>1</sup>[lease hold rights in the plots] demarcated and reserved for the purposes mentioned in clause (ii) of sub-rule (1) shall be sold by allotment.

(5) The <sup>1</sup>[lease-hold rights in plots] demarcated and reserved for any purposes may be sold either by public auction or by allotment, as the Committee deems fit.

<sup>1</sup>[(6) (a) That every sale (of lease-hold rights) by public auction or allotment shall be subject to a further liability to pay the annual urban assessment or rent.

(b) that such a sale (of lease-hold rights) shall be for a period of 99 years both in cases of residential plots as well as commercial and industrial plots.]

(7) *Premium*.—That the sale of lease-hold rights in land may be made both by allotment at a fixed price and by public auction. The premium (nazrana) shall be determined by public auction but the amount of reserved price or the minimum premium shall be worked out after adding the following items, namely:—

- (i) cost of lease-hold rights in undeveloped land;
- (ii) cost of development;
- (iii) 20% of the item No. (ii) to cover the administrative charges:

Provided that the reserve price shall not be less than Rs. 5/- per sq. yard where underground sewage is provided and Rs. 3.75 per sq. yard where no such underground sewage is provided.

(8) *Urban assessment*.—(i) Urban assessment for land (whose lease-hold rights have been sold for residential, commercial or industrial purposes) shall

---

<sup>1</sup> Added and substituted by No. 1 [5-12-1963]

be fixed on the basis of the reserve price in fixed price, as the case may be to at 2½% in case of residential plots of lands and 5% in case of lands given on lease for commercial or industrial purposes.

(ii) The urban assessment once fixed shall be liable to revision after every 15 years but the increase shall not exceed twenty five per cent of the urban assessment at the time of such revision.

(iii) The urban assessment shall be credited to the Consolidated Fund of the State.

(iv) Full urban assessment shall be chargeable on the plot after the third year before which the construction of a house shall be completed. For the first three years half the urban assessment only shall be chargeable.

**6. Sale by auction.**—In respect of the plots to be sold by public auction under sub-rule (3) or sub-rule (5) of Rule 5 the Secretary of the Committee shall issue an auction notice for the intended sale in the form given in Annexure I. The auction notice shall be published for general information in the Official Gazette or by beat of drum in the concerned area, or in any other manner considered suitable by the Committee. A copy of the notice shall also be pasted on the notice board of the office of the Secretary of the Committee and on that of the Collector.

**7. Description of the plots.**—Bid for the plots will be invited by reference to the numbers shown in the plan at the office of the Secretary of the Committee. Any minor mistake or error in the auction notice as respect the reference or description, shall not annul the sale, nor shall any compensation be given in respect thereof.

**8. Sale price.**—(a) Every plot of land shall have an upset price determined by the Committee and no bid lower than the reserve price shall be accepted. Bids shall be received subject to the upset price and to the right of the Committee through any of its agents to bid up to or beyond such reserve price and to withdraw any plot from auction without assigning any reason therefor.

(b) Subject as aforesaid, the highest bid received by the auctioning officer shall be communicated to the Committee, who may either accept or refuse it, provided that in case of refusing the bid, reasons therefor shall have to be recorded.

**9. Who can bid.**—No bid will be accepted in the name of a firm or in any name other than that of an individual unless the names of all the persons making the bid are given without any specification of shares and the persons making the bid produces a power of attorney, showing that he is authorised to bid on their behalf. If the bid is to be made in the name of a society or Company or an Association the bidder must produce the necessary documents to show that the Association or the company or the Society has been duly registered and that he has the authority to enter into an agreement of sale on its behalf.

**10. Adjournment of sale.**—The officer conducting the sale may adjourn the sale on any day to a future date.

**11. Retracting a bid.**—No person shall at any auction retract his bid and if

any dispute arises respecting a bid, the property shall again be put up for bids at the last undisputed bid.

**12. Revision of upset price.**—(a) when there is no bid over the upset price, or if the officer conducting the sale considers that the upset price needs revision, he shall adjourn the sale and report the matter to the Committee with his recommendation.

(b) The Committee may, upon receipt of a report as aforesaid, revise any upset price or decide that any plots shall be disposed of by allotment on the basis of fixed prices or in any other manner it considers fit.

<sup>1</sup>[**13.** A sum equal to twenty-five per cent of the purchase price shall have to be deposited in cash on the date the bid is closed; fifteen per cent of the purchase price shall be paid within one month of such date and the remaining sixty per cent, in two yearly instalments, that is to say, thirty per cent, at the close of the second year. The amount payable in instalments shall bear interest at <sup>2</sup>[Twelve] per cent per annum and the interest shall be payable alongwith the instalments of the purchase price:

Provided that the concession of payment in instalments with interest as above may also be extended to all sales by auction effected after the 21st of October, 1961.

<sup>3</sup>[**14.** x x x]

<sup>1</sup>[Provided that no such amount shall be forfeited to the Government if the Committee, on being satisfied that the failure to deposit the amount within the said period was due to reasons beyond the control of the purchaser, condones the delay.]

**15. Sale by allotment.**—(1) In respect of the plots to be sold by allotment, the Committee shall fix the price of each plot available, for allotment with due regard to the expenditure incurred or to be incurred on the development of each area so demarcated and reserved.

<sup>2</sup>[(1-A) (a) Notwithstanding anything contained in sub-rule (1) above, the sale (of lease-hold rights in land) by allotment may be made to the categories of persons specified in clause (ii) of sub-rule (1) of Rule 5, at the concessional fixed price specified in clause (b);

(b) The concessional fixed price shall—

- (i) in case of members of the Scheduled Castes and Scheduled Tribes and persons in the low income group, be Rs. 4/-per sq. yard where underground sewage is provided and Rs. 3/-per sq. yard where no such underground sewage is provided.
- (ii) in case of persons in the middle income group, be 25% higher than the price under sub-clause (i) above.]

---

1. Subs. by No. 5 [6-4-1967]

2. Subs. by No. 8 [31-8-1978]

3. Omitted by No. 5 [6-4-1967]

4. Added by No. 4 [14-10-1965]

5. Inserted by No. 1 [5-12-1963]

(2) The Committee shall also determine other terms and conditions on a subject to which such allotment shall be made:

Provided that in making allotments for residential purposes—

- (a) preference shall be given to such persons of a particular category as own no house;
- (b) not more than one plot shall ordinarily be allotted for residence to a person with a family consisting of five individuals including the allottee, living in commensality; and
- (c) if a family consists of such eight or more than eight individuals and the plot proposed to be allotted appears to the Committee to be insufficient for their accommodation, the Committee may allot two adjacent plots for such family.

(3) The Secretary of the Committee, shall under orders of the Chairman of the Committee, issue a notification under his hand inviting applications for allotment.

(4) The notification shall set out in detail the plots available for allotment the price fixed for each, the persons who may apply therefore, the other terms and conditions on and subject to which the allotment shall be made and the date by which applications therefor shall be submitted to the Secretary of the Committee. It shall be, as nearly as may be, in the form set out in Annexure I and shall be published in the manner laid down in Rule 6.

(5) By the date specified in the notification every person who is entitled to the allotment of a plot or plots under these rules may submit to the Secretary of the Committee an application for allotment which shall, as nearly as may be, be in the form set out in Annexure II.

(6) All applications for allotment received by the Secretary of the Committee shall be caused to be entered, in the order in which they are so received, in a register to be kept for the purpose and shall be placed for orders, before the Committee within a month of the date specified in the notification under sub-rule (4) as the last date for making such applications.

(7) The Committee shall consider, one by one, the applications for allotment in the order in which they are entered in the register, reject such of them as are inadmissible in accordance with this rule and make allotments in the same order:

Provided that the Committee shall have the sole power to determine priority in allotment and such determination shall be final and not liable to be questioned in any manner other than that provided in these rules.

(8) For the purpose of sub-rule (7) the Committee may appoint a sub-committee consisting such of its members and other persons as it may deem proper.

(9) Any person aggrieved by an order of allotment made by the sub-committee referred to in sub-rule (8) may appeal therefrom to the Chairman of the Committee within ten days of the communication of order of allotment.

(10) When a final order is passed for allotment of land the fixed price



therefor shall be paid immediately by the allottee by cash or by a draft on any scheduled bank in the name of the Secretary of the Committee.

(11) Any plot allotted under this rule shall not be utilised for any purpose other than the purpose for which the allotment was made.

(12) Notwithstanding anything contained in this rule, no person shall be entitled as of right to allotment thereunder.

**16. Deed of grant.**—(a) The sale, whether by auction or by allotment, shall also be subject to the reservations in favour of the State Government which are set forth in the form of the deed of grant set in Annexure III and the purchaser shall be bound by the conditions contained therein.

(b) On payment of the full price, a deed of grant in the said form shall be delivered to the vendee.

**17. Registration of deed.**—As soon as may be required by the Committee, the purchaser shall cause the deed of grant to be registered at his own expense.

**18. Delivery of possession.**—The possession of the plot shall be given to the purchaser after payment of full price and execution of the deed of conveyance.

**19. Purpose for which sold.**—The vendee shall not, save with the permission of the Committee, use the site for any purpose other than that for which it has been sold to him.

**20. Levelling.**—Neither the Government nor the Committee will be responsible for levelling an uneven site.

**21. Payment of taxes and cesses.**—The purchaser shall pay all general and local taxes and cesses for the time being assessed on the site by a competent authority.

**22. Restriction on transfer.**—(a) The lessee shall not transfer or part with, except with the previous consent in writing of the lesser, by sale, gift or otherwise, his right, title or interest in the vacant plot.

(b) In case of transfer of lease, the transferee thereof shall be bound by the provisions of these rules, the other conditions of sale and the covenants contained in the lease executed by the original lessee.]

**23. Fragmentation.**—No fragmentation of any plot shall be made except with the previous permission in writing of the Committee.

**24. Plan of construction.**—The purchaser shall not erect any construction of the land sold under these rules otherwise than in accordance with the general or special plan approved by the Committee and the general regulations made by in this behalf.

#### COMMENTARY

[1] There is no provision for imposing penalty for non-compliance of the rules. Rules 27 authorised the State Government to forfeit the amount of

---

1. Subs. by No. 3 [22-7-1965]

price paid by the purchaser and re-sell the plot and also make good of the deficiency of the price from the defaulting purchaser.

It is not obligatory to construct according to sanctioned plan and no penalty can be imposed for not constructing according to plan. Under Rule 27 no penalty can be imposed nor an order of demolition of construction can be passed. *Smt. Avantibai vs. State*, **1982 RRD 352**.

[2] This Rule provides for cancel the entire allotment where the construction is made in contravention of the sanction plan. The order of Collector cannot be said to be contrary to the rules because of the agreement with the respondent. *State vs. Prahlad Das*, **1996 WLC (Raj.) UC 242 1996 (2) RLW 410 Raj**.

**25. Period of construction.**—The vendee shall complete the building within 3 years from the date of execution of the deed of conveyance in accordance with the conditions if any prescribed by the State Government or the Committee in this behalf. This time limit may be extended for a period not exceeding <sup>1</sup>[three years by the Collector] if it is satisfied that the failure to complete the building within the said period was due to reasons beyond the control of the vendee. Beyond that, sanction of the State Government shall be required on an application for extension of time if the vendee either does not secure permission from the State Government or the Government does not agree to give extension, it will be open to the Government <sup>2</sup>[or any other Officer authorised by the Government in this behalf] to take possession of the plot without payment of compensation.

**26. Prohibition of obnoxious industry.**—No obnoxious industry shall be carried on, in or on any; plot or any building erected on a plot except with the previous permission in writing of the Collector.

**27. Forfeiture.**—In case of failure by a purchaser to observe or comply with any of the foregoing rules, his deposit or the whole or a part of the price may be forfeited to the State Government, who may <sup>2</sup>[either itself or through any Officer authorised in this behalf] have the property resold by public auction. Any deficiency of price which may result on such re-sale shall be made good and paid by the defaulting purchaser.

#### COMMENTARY

There is no provision for imposing penalty for non-compliance of the rules. Rules 27 authorised the State Government to forfeit the amount of price paid by the purchaser and re-sell the plot and also make good of the deficiency of the price from the defaulting purchaser.

It is not obligatory to construct according to sanctioned plan and no penalty can be imposed for not constructing according to plan. Under Rule 27

1. Subs. by No. 4 [14-10-1965]

2. Inserted by No. 6 [12-7-1973]

no penalty can be imposed nor an order of demolition of construction can be passed. *Smt. Avantibai vs. State*, 1982 RRD 352.

<sup>1</sup>[**28. Proceeds from sale of land.**—Fifty per cent of the proceeds from sale of land for Mandis shall be credited to the Consolidated Funds of the State and the balance shall be deposited in the Mandis Development Fund, which will be utilised by the Committee for development purposes:

Provided fifty per cent of the Mandis Development Fund shall be reserved for the sewerage and drainage purposes in the Mandi Scheme which shall not be utilised for other purposes without the prior sanction of the Government.

The Mandis Development Fund shall be operated by the Chairman of the Committee. Save as provided under sub-rule (1) the powers for financial administrative sanctions in respect of this fund shall be in the Committee].

**29. Appeal.**—Any person aggrieved by any order of the Committee under these rules, may within thirty days from the date of communication to him of such order, appeal to the <sup>2</sup>[Board of Revenue, Rajasthan] whose decision thereon shall be final.

#### C O M M E N T A R Y

No appeal or revision lies to the Board under these rules against an order passed by the State Government. *Prahlad Das vs. State of Rajasthan*, 1976 RRD 320.

**30. Control.**—Notwithstanding anything in these rules, the State Government or any person or authority authorized by the State Government may issue such directions to the Committee as it considers fit and it shall be a duty of the Committee to carry out such directions.

**31. Saving.**—Nothing contained in these rules shall, at any time, in any manner, limit the powers of the Government to dispose of any land in any manner it deems fit.

**32. Printed copies of rules and deed of grant.**—Printed copies of these rules, and the form of deed of grant will be available for sale in the office of the Secretary of the Committee on payment of such price as may be fixed by the Committee.

---

1. Subs. by No. 4 [14-10-1965]

2. Subs. by No. 6 [12-7-1973]

**ANNEXURE I**

[See Rule 6]

Form of notice of sale by public auction of land at Mandi .... in the Chambal Irrigation Project Area issued by the Mandi Committee.

**NOTICE**

Notice is hereby given to the general public that the <sup>1</sup>[lease-hold right] land ..... <sup>2</sup>[which land is] the property of the State Government, shall be sold by public auction at ..... subject to the conditions contained in the Rajasthan Colonisation (Sale of land in Mandis in the Chambal Irrigation Project Area) Rules, 1960.

The auction will be held by an officer appointed by the Committee and will commence at ..... a.m./p.m. on .....

Plans showing full details of the land to be sold will be open for inspection on any working day from ..... at the office of the Secretary of the Mandi Committee where from further information can also be obtained. The plans etc. can be obtained on such payment as is fixed by the Secretary of the Mandi Committee.

Date

*Secretary of the Mandi Committee.***ANNEXURE II**

[See Rule 13]

**MEMORANDUM OF OFFER  
PARTICULARS OF PLOTS SOLD**

I ..... Son of ..... caste ..... of ..... village ..... tehsil ..... district ..... Rajasthan hereby acknowledge that I have this day made a bid for the purchase of the land described in the auction notice dated ..... subject to the provisions of the Rajasthan Colonisation (Sale of land in Mandis in the Chambal Irrigation Project Area) Rules, 1960 at the price of ..... Rupees and have paid to the Secretary of the Mandi committee the sum of ..... Rupees by way of deposit in part payment and I hereby agree to complete the purchase in accordance with the said rules, if my bid is accepted by Mandi Committee.

In witness I append my hand this ..... day of .....

(Signature of purchaser)

Deposits paid ..... Rs.

Balance ..... Rs.

1. Inserted by No. 1 [5-12-1963]

2. Subs. by No. 1 [5-12-1963]

**<sup>1</sup>[ANNEXURE III**

[See Rule 16]

For a residential/Commercial site No. .... in  
..... Scheme at .....

This INDENTURE made this ..... day of ..... One thousand nine and ..... BETWEEN THE GOVERNOR OF THE STATE OF RAJASTHAN (Hereinafter called "The Lessor") of the one part and Shri ..... son of Shri ..... Caste ..... resident of ..... in Rajasthan (hereinafter called "Lessee") of the second part.

WHEREAS the Lessor has agreed to demise a residential/commercial plot of land, described in the Schedule attached to this deed to the Lessee in the manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH that, in consideration of amounts of Rs. .... Rupees ..... only paid towards premium before the execution of the these presents (the receipt, whereof the Lessor hereby acknowledges) and of the Urban assessment rent hereafter reserved and of the covenants on the part of the Lessee, here-in-after contained, the Lessor doth hereby demise up to the Lessee all that plot of land being the residential/commercial plot No. .... in the layout of ..... scheme containing by a measurement an area of ..... of thereabout situate at ..... which residential/commercial plot is more particularly described in the schedule hereinafter written and boundaries thereof for greater clearness has been delineated on the plan annexed to these presents (here-in-after referred to as the Residential/Commercial Plot) together with all rights, easements and appurtenances whatsoever to the said residential/commercial plot belonging or appertaining TO HOLD THE premises hereby demised into the Lessee for the period of ninety nine years from ..... day of ..... one thousand nine hundred and ..... yielding and paying therefor yearly urban assessment/rent payable in advance Rs. .... or such other urban assessment as may hereafter be assessed under the Rajasthan Colonisation (Sale of land in Mandis in the Chambal Irrigation Project Area) Rules, 1960 as amended and the covenants and conditions hereinafter contained clear of all deductions by yearly payments at the office of the Mandi Committee, Kota/Bundi or at such other places as may be notified by the Lessor for the purpose, the first such payments to be made on ..... subject always to the exception, reservation, covenant and conditions here-in-after contained, that is to say, as follows:—

1. The Lessor excepts and reserves up to himself all mines, minerals, coals, gold washing, earth oils and quarries in or under the residential/commercial plot, and full right and power at all time to do all acts and things which may be necessary or expedient for the purposes of searching for, working obtaining, removing and enjoying the same without providing or leaving any vertical support for the surface of the residential/commercial plot or any building for the time being standing thereon, provided always that the Lessor shall pay reasonable

---

1. Subs. by No. 3 [22-7-1965]

compensation to the Lessee for the damage directly occasioned by the exercise of the rights hereby reserved or any of them.

II. The Lessee for himself, his heirs, executors, administrators and assigns covenants with the Lessor as under :—

1. The Lessee shall pay up to the Lessor the yearly urban assessment rent hereby reserved on the days and in the manner hereinbefore mentioned.
2. The Lessee shall not deviate in any manner from the layout plan nor alter the side of the residential/commercial plot whether by sub-division, amalgamation or otherwise.
3. The Lessee shall within a period of three years from the ..... day of the one thousand nine hundred ..... (and the time so specified shall be of the essence of the contract) after obtaining sanction to the building plan, at his own expenses erect up upon the residential/commercial plot and complete in a substantial and workman like manner a residential/commercial/shop-cum-residence combined building in accordance with the sanctioned building plan and obtain completion certificate from the Mandi Committee, Kota.
4. The Lessee shall not transfer or part with, except with the previous consent in writing of the Lessor, by sale gift or otherwise, his right, title, or interest in the vacant plot.]
5. Wherever the title of the Lessee in the residential/commercial plot is transferred in any manner whatsoever the transferee and shall be bound by all covenants and conditions contained therein and be answerable in all respects therefor.
6. Whenever the title of the Lessee in the residential/commercial plot is transferred in any manner whatsoever the transferer and the transferee shall, within three months for the transfer, give notice of such transfer in writing to the Lessor.

In the event of the death of the Lessee the person on whom the title of the deceased devolves shall, within three months of the devolutions give notice of such devolution to the Lessor. If the Lessee and in the event of his death his successor, without sufficient cause fails or neglects to give such notice, he shall be liable to pay Rs. 100/- to the Lessor for such failure or neglect.

The transferee or the persons on whom the title devolves, as the case may be, shall supply to the Lessor, certified copies of the documents evidencing the transfer or devolution.

7. The Lessee shall from time to time and at all times pay and discharge all rates, taxes, charges and assessment or every description which are now or may at any time hereafter during the continuance of this lease be assessed charged or imposed upon

the residential/commercial plot hereby demised or on any building to be erected there upon or on the landlord or tenant in respect thereof.

8. All arrears of urban assessment/rent other payments due in respect of the residential/commercial plot hereby demised shall be recoverable in the same manner as arrears of land revenue.
9. The Lessee shall not without sanction in writing of the Mandi Committee erect any building or make any alteration or addition to such building on the residential/commercial plot.
10. The Lessee shall not without the written consent of the Lessor carry on, or permit to be carried on, on the residential/commercial plot or in any building thereon any trade of business whatsoever other than that of ..... or do or suffer to be done therein any act or thing whatsoever which in the opinion of the Lessor may be nuisance, annoyance or disturbance to the Lessor and persons living in the neighbourhood:

Provided that, if the Lessee is desirous of using the said residential/commercial plot for the building thereon for a purpose other than that of ..... the Lessor may allow such change of user on such terms and conditions, including payment of additional premium and additional urban assessment/rent as the Lessor may in his absolute discretion determine.

11. The Lessee shall on the determination of this lease peacefully yield up the said residential/commercial plot and the building thereon up to the Lessor.

And it is hereby agreed and declared that unless any different meaning shall appear from the context :—

- (a) the expression "Lessor" used in these presents shall include in addition to the State Government, the successors and assignees of the said State Government, and in relation to any matter of thing contained in or authorised to act for or to represent the Government of Rajasthan State in respect of such matter of thing.
- (b) the expression "Lessee" used in these presents shall include in addition to the said Lessee his lawful heirs, successors, representatives, assignees, transferees, tenants and any person or persons in occupation of the said land or building erected thereon.

- III. If the sum or sums payable towards the premium or the yearly assessment rent hereby reserved or any part thereof shall at any time be in arrears and unpaid for the one calendar month next after any of the days wherein the same shall have become due, whether the same shall have demanded or not, or if it is discovered that his lease has been obtained by suppression or of any facts by any or mis-statement misrepresentation or fraud or if there shall have been in the opinion of the

Lessor whose decision shall be final any breach by the Lessee or by any person claiming through or under him of any of the covenants or conditions contained therein and on his part to be observed or performed, then and in any such case, it shall be lawful for the Lessor, notwithstanding the waiver of any previous cause of right of re-entry and take possession of the residential/commercial plot and the buildings and fixtures thereon, and thereupon this lease and everything herein contained shall cease and determine and the Lessee shall not be entitled to any compensation whatsoever not to the return of any premium paid by him:

Provided that, notwithstanding anything contained herein to the contrary, the Lessor may without prejudice to his rights on re-entry as aforesaid and in his absolute discretion waive or condone, breaches, temporarily or otherwise, on receipt of such amount and on such terms and conditions as may be determined by him and may also accept the payment of the said sum or sums of the Urban Assessment/rent which shall be in arrear as aforesaid together with interest at the rate of six per cent per annum.

In witness whereof the parties hereto have set their hands the day and year, first above written.

The schedule above referred to :—

Bounded on the .....

Bounded on the .....

Bounded on the .....

Bounded on the .....

Bounded on the .....

and shown in the annexed plan and marked with its boundaries in red.

*Signed for and on behalf of the  
Governor of the State of Rajasthan .*

Date .....

Witnesses :—

1. ....

2. ....

Designation

.....

*Signed by the Lessee*

**NOTIFICATIONS UNDER  
THE RAJASTHAN COLONISATION (SALE OF LAND IN MANDIS IN  
THE CHAMBAL IRRIGATION PROJECT AREA) RULES, 1960**

• **RULE 3(C)**

*I. [Noti. No. F. 3 (210) Rev./Col./67 dated 7-10-1967—Raj. Gaz., Extra-ordi, Pt. IV-C, dt. 7-10-1967 p. 596].*

In supersession of this Department notification No. D. 8287/F. 7 (113) Irg./60 dated the 18th October, 1963, and in exercise of the powers conferred by Rules



3 (c) of the Rajasthan Colonisation (Sale of Land in Mandis in the Chambal Irrigation Project Area) Rules, 1960, the State Government hereby declares the following areas and villages as "Mandi" for the purpose of the said rules. This will not affect anything done or action taken under the notification superseded hereby:—

S. No.	Name of District	Name of Tehsil	Name of Mandi	Areas and names of villages declared as mandi
1	Kota	Ladpura	Kota	1. All areas within the Municipal limits of Kota excluding the area within the four walls of Kota City. 2. Devnagar. 3. Gordhanpura. 4. Ranghari. 5. Roteda. 6. Chandresal. 7. Sogaria. 8. Arjimpura. 9. Manpura. 10. Borkandi. 11. 1. Naya Nohra. 12. Hanuwat Khera 13. Rajnagar 14. Raipura 15. Chhatarpur (Viran) 16. Lakhava 17. Kheri Parde 18. Daslana 19. Jhalipura 20. Mandania 21. Hathikhera 22. Charinda 23. Dhakar Kheri 24. Ummadganj 25. Khera Jagpura 26. Shanbhupura 27. Shukhpura 28. Daulatgani 29. Rojhari 30. Girधारपुरा 31. Kanwarपुर
2.	Kota	Baran	Baran	1. Baran 2. Nalka

S. No.	Name of District	Name of Tehsil	Name of Mandi	Areas and names of villages declared as mandi
1	2	3	4	5
3.	Kota	Mangrol	Mangrol	1. Anta 2. Bamori
<sup>1</sup> [x x x]				
6.	Kota	Mangrol	Mangrol	1. Mangrol
<sup>2</sup> [x x x]				
8.	Kota	Mangrol	Siswali	1. Siswali
<sup>3</sup> [x x x]				
12.	Bundi	Keshorai-patan	Bundi road	1. Keshoraipatan 2. Isharnagar
13.	Bundi	Bundi	Bundi	1. Bundi 2. Deopura 3. Chhatarpura
<sup>4</sup> [x x x]				

1. Entries in serial no. 4 & 5 deleted by notification No. F. 4 (10) Rev-Colo 80 dated 18-8-1980-GSR 41 Pub. in Raj. Gaz., Exty., Pt. IV-C, dated 20-8-1980, p. 129.
2. Entry in serial No. 7 deleted by notification No. F. 4 (7) Rev-Colo 79 dated 14-5-1980-GSR 22 Pub. in Raj. Gaz., Exty., Pt. IV-C, dated 22-5-1980, p. 57.
3. Entry in serial No. 9 deleted by notification No. F. 4 (5) Rev-Colo 78 dated 13-5-1980 vide GSR 22 Pub. in Raj. Gaz., Exty., Pt. IV-C, dated 16-5-1980, p. 49.
4. Entries in serial No. 10,11 & 14 deleted by notification No. F. 4 (1) Rev-Colo 80 dated 7-2-1981-GSR 15 Pub. in Raj. Gaz., Exty., Pt. IV-C, dated 25-5-1981, p. 42.