The Rajasthan Land Revenue (Sale & Allotment of Land in Mandies) Rules, 1957

RAJASTHAN India

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Rule

THE-RAJASTHAN-LAND-REVENUE-SALE-ALLOTMENT-OF-LAND-IN-Nof 1957

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The Rajasthan Land Revenue (Sale & Allotment of Land in Mandies) Rules, 1957Published vide Notification No. F. 6(139) Revenue R/56, Part 2, dated 12-11-1957; published in Rajasthan Gazette Part 4-C, Dated 5-12-1957In exercise of the powers conferred by Cls., (xiv), (xv), (xvi), (xvii) and (xliv) of sub-section (2) of Section 261 and Clause (b) of Section 260 of the Rajasthan Land Revenue Act, 1956 (15 of 1956) and all other powers enabling it in this behalf, the Government of Rajasthan does hereby make the following rules for the sale of Government land, acquired for otherwise, for residential, commercial and industrial purposes, for the establishment of new, and development of old mandies in the area to be served by the Bhakra Canal System in the Ganganagar District, Rajasthan namely:[Part I] [Added by Notification No. F. 6(506) Revenue A/B/57, Dated 27-2-1958; published in Rajasthan Gazette Part IV-C, Dated 24-4-1958.] Preliminary

1. Short title and commencement.

(1)These rules may be called the Rajasthan Land Revenue [Sale and Allotment of Land in Mandies] [Added by Notification No. F. 6(506) Revenue A/B/57, Dated 27-2-1958; published in Rajasthan Gazette Part IV-C, Dated 24-4-1958.] Rules, 1957.(2)These rules shall come into force immediately.(3)These rules shall apply to the mandies shown in the Annexure I appended to these rules and to such other mandies as are declared by the Government hereafter.

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2. Definitions.

- In these rules-(a)"Committee" means the Bhakra Mandies Development Committee appointed by the Government.(b)"Director" means an officer appointed by the Government as Director.

Colonisation and includes the Collector as defined in Clause (i) of Section 2 of the Rajasthan Colonisation Act, 1954, and(c)"Obnoxious industry" shall he deemed to be carried on or in any site or a building created on a site if the site of the building in used for any of the following purpose namely:(i)Melting tallow, dressing raw hides, boiling bones, offal or blood:(ii)as a soap house, oil boiling, house dying house or tannery:(iii)as a brick field, brick kiln, charcoal kiln, pottery or lime 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:(vi)as store-house for any explosive or for petroleum or any inflammable material:(d)[
"sale" shall be deemed to mean transfer of lease-hold rights for a period of 99 years only and the words "sell and sold" shall mean accordingly.] [Added by No. F. 7(40) Irg./63, Dated 4-10-1963; published in Rajasthan Gazette Part IV-C, Dated 5-12-63.]

3. [(1) Demarcation of plots. [Substituted by No. F. 7(40) Irg./63, Dated 4-10-1963; published in Rajasthan Gazette Part IV-C, Dated 5-12-63.]

- The Committee shall demarcate areas separately for residential, commercial and industrial, purpose in mandies and shall divide the said areas into such plots and sell (the lease hold rights), such of them as it considers proper by public auction or allotment with a further liability to pay annual assessment or rent.(2)Premium - The premium (Nazrana) shall be determined by public auction, but the amount of the reserved price or the minimum shall be worked after adding the following, namely:(i)cost of lease hold rights in undeveloped land;(ii)Cost of development.(iii)20 per cent of the item No. (2) to cover the administrative charges.(3) Urban assessment - (a) The urban assessment or rent shall be fixed on the basis of the reserve price or fixed price, as the case may be, at 2½ per cent in case of residential plots and 5 per cent, in case of lands given in lease for commercial and industrial purposes.(b)The urban assessment once fixed shall be liable to revision after every 15 years but the increase shall not exceed 25 per cent, of the urban assessment at the time of such revision.(c)That full assessment shall be chargeable on the plot, after third year, before which the construction of the house (if any), shall be completed, for the first three years, half the urban assessment only shall be charged].[Part II] [Added by Notification No. F. 6(506) Revenue A/B/57, Dated 27-2-1958; published in Rajasthan Gazette Part IV-C, Dated 24-4-1958.] Sale by **Public Auction**

4. Sale by auction.

- The [lease hold rights in plots] [Substituted by No. F. 7(40) Irg./63, Dated 4-10-1963; published in Rajasthan Gazette Part IV-C, Dated 5-12-63.] shall be sold by public auction in the manner provided in these rules.

5. Auction notice.

(a)The Secretary of the Committee shall issue an auction notice for the intended sale in the form given in annexure II.(b)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 posted on the notice Board of the office of the Director and on that of the Collector.

6. Description of the plots.

- Bid for the plots will be invited by reference to the numbers shown in the plan at the offices of the Director and Secretary Committee. Any minor mistake or error in the auction notice as respect the reference or description, shall not annual the sale nor shall any compensation be given in respect thereof.

7. Sale price.

(a) Every plot of land shall have a reserve price determined by the State Government and no bid lower than the reserve price shall be accepted. Bids shall be received subject to the reserve price and to the right of the State Government 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 thereof.(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 highest bid, reasons therefor shall have, to be recorded.

8. Who can bid.

- No bid will be accepted in the name of a firm or in the name other than that of single living person, unless the names of all the persons making the officer are given without any specification of shares and the person 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 the sale on its behalf.

9. Adjournment of sale.

- The officer conducting the sale may adjourn the sale on any day to future date.

10. 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.

11. Revision of reserve price.

(a)When there is on bid over the reserve price, or if the officer conducting the sale considers that the reserve price needs a revision, he shall adjourn the sale and report the matter to the State Government through the Committee with his recommendation.(b)The State Government may, upon receipt of a report as aforesaid, revise any reserve price or decide that any plots shall be disposed of by allotment on the basis of fixed price or in any other manner it considers fit.

12. Earnest money.

- An earnest money amounting to 5 per cent of the reserve price of each plot of land, shall be deposited in cash by the intending bidders with the officer conducting the sale. The earnest money shall be refunded on the spot to the unsuccessful bidders at the close of auction and in case of the person whose bid was the highest, shall be adjusted towards the price.(b)[x x x] [Omitted by No. 22(26) Revenue /Col. 65, Dated 23-9-1966, published in Rajasthan Gazette Part IV-C, Dated 5-1-67.]

13. [[Substituted by No. 22(26) Revenue /Col. 65, Dated 23-9-1966, published in Rajasthan Gazette Part IV-C, Dated 5-1-67.]

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 remaining sixty per cent, in two equal yearly installments, that is to say. thirty per cent at the close of the second year. The amount payable installments shall bear interest at six per cent per annum and the interest shall be payable along with the installments of the purchase price:Provided that the concession or payment in installments with interest as above may also be extended to all sales by auction effected after the 21st of October, 1961].

13A. [(a) Allotment notice. [Added by Notification No. F. 6(506) Revenue A/B/57, Dated 27-2-1958; published in Rajasthan Gazette Part IV-C, Dated 24-4-1958.]

- In the case of plots reserved for allotment under the rule 3, the Director shall issue a notice in the form given in Annexure V.The allotment notice shall be published in the mariner laid down in sub-rule (b) of rule 5.](b)Application. - All applications for allotment shall be submitted within one month of publication of allotment notice in the form given in Annexure VI and each application shall be accompanied by an affidavit duly attested.

13AA. [Allotment at concessional fixed price. [Added by No. F. 7(40) lrg./63, Dated 4-10-1963; published in Rajasthan Gazette Part IV-C, Dated 5-12-63.]

(1) Sale of leasehold rights in land by allotment may be made at concessional fixed price specified in

sub-rule (2), the following categories, namely:(i)members of Scheduled Castes and Scheduled Tribes:(ii)persons not liable to pay income-tax (hereinafter called the persons in low income group):(iii)person whose income exceeds Rs. 250 per mensem but does not exceed Rs. 400 per mensem (hereinafter called the persons in the middle income group).(2)The concessional fixed price referred to above shall-(a)in case of members of the Scheduled Castes and Scheduled Tribes and person in the low income group, be Rs. 4 per sq. yard where underground sewages provided and Rs. 3 per sq. yard where no such underground sewage is provided,(b)in case of persons in the middle income group, be 25 per cent, higher than the price under sub-clause (a) above].

13B. (a) Extent of Allotment.

- No person shall be allotted a plot if he already holds a plot elsewhere or held a plot on the date of commencement of these rules and transferred it after the said date. No person shall be allotted more than one plot.(b)Price. - Allotment shall be made upon the price which the Government may fix from time to time. In case there are more than one applicants for the same plot, it shall be allotted to such of them as offers the highest bid. The price shall be payable within 30 days of the allotment order.

13C. [Allotments otherwise made. [Added by No. F. 22(30) Revenue /Col./65, GSR 57, Dated 19-1-1973; published in Rajasthan Gazette Extraordinary Part 4(Ga)(I), Dated 20-1-73, p. 391.]

(1)Notwithstanding anything contained in these rules, all allotments of land made for industrial purposes in mandies by the State Government until today, whether in accordance with the provisions of these rules or not shall be deemed have been made under these rules, and the price for such allotments shall be charged or deemed to have been charged, as the case may be at the following rates-

(1) Premium Rs. 6,050 per

acre

(2) Development Charges Rs.300 per

acre

(3) Annual Rent Rs. 50 per

acre:

Provided that an allottee who has not yet paid such price, upon a notice of demand for payment of such price, may within 30 days of the date of service of such notice on him, surrender the allotted land and deliver to back the possession to the State Government and in that case the allotment shall be deemed to have been cancelled and he shall not be liable any more for the payment of any price.(2)The words "Deed of grant" or "deed of conveyance" wherever appearing in the rules shall be substituted by the words "Deed of sale of lease hold rights.

Part III

13CC.

For the purpose of this part, the word "vendee" or "purchaser" shall include the person to whom the land has been allotted.]

14. Deed of grant.

(a)The sale shall also be subject to the reservations in favour of the State Government which are set forth in the form of the deed as grant set out in Annexure IV and the purchaser shall be bound by the covenant contained therein.(b)On deposit of the full price offered and accepted the vendee shall execute a deed of conveyance in the form aforesaid to be obtained from the Director and within seven days of the deposit of the total amount of price as required herein. The expenses of stamps shall be borne by the purchaser.

15. Registration of deed.

- As soon as may be required by the Director, the purchaser shall cause the deed of grant to be registered at his own expense.

16. 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.

17. Purpose for which sold.

- The vendee shall not, save with the permission of the Director, use the site for any purpose other than that for which it has been sold to him.

18. Leveling.

- Government will not be responsible for leveling an uneven site.

19. 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.

20. [Restriction on transfer. [Substituted by F. 6(506) Revenue A/B/57, Dated 11-12-1959; published in Rajasthan Gazette Part IV-C, Dated 25-2-60.]

- A plot of land purchased under these rules or any right., title or interest therein not be transferred in any way-(i)until the full price thereof has been paid.(ii)until it has been built upon in accordance with these rules, and(iii)[in the case of plots allotted to persons having low income] until the expiry of the period of 5 years front the date of the completion of the building or other construction thereon.(2)If any purchaser transfers a plot in contravention of sub- rule (i) the State Government shall be entitled to re-enter thereon within a period of three years from the date on which the fact of such transfer comes to its knowledge and upon refund of sale price thereof, to take possession of the plot and any structures standing thereon without being liable in any way and to any extent for compensation on account of such structures.]

21. Fragmentation.

- No fragmentation of any plot Inserted by [otherwise than by transfer shall be made except with the previous permission in writing of the Director.] [Inserted by F. 6(506) Revenue A/B/57, Dated 11-12-1959; published in Rajasthan Gazette Part IV-C, Dated 25-2-60.]

22. Plan of construction.

- The purchaser shall not erect any construction on 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 it in this behalf provided that in case of any area situated within the jurisdiction of a town municipality the plan shall also be approved by the Municipal Board.

23. Period of construction.

- The vendee shall complete the building within three 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 12 months by the Director, if he 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 to take possession of the plot without payment of compensation.

24. 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 Director.

25. 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 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.

25A. [Government's power to enforce compliance and conditions. [Added by Notification No. F. 6(506) Revenue A/B/57, Dated 27-2-1958; published in Rajasthan Gazette Part IV-C, Dated 24-4-1958.]

- The Government shall have full rights, power and authority at all time to do all acts and things which may be necessary or expedient for the purpose of enforcing compliance with all or any of the terms and conditions and to recover from the vendee as first charge upon the said land and the buildings thereon, the cost of doing all or any such acts or things and all costs incurred in connection with or in any way relating thereto.]

26. 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.

27. Printed copies of rules and agreement.

- Printed copies of these rules, and the form of deed of conveyance will be available for sale in the office of the Director or the Secretary Committee on payment of such price as may be fixed by the Committee. Annexure I[See Rule 1(3)]List of Mandies
- Class I. Hanumangarh Junction
- Class II. 1. Bhadra
 - 2. Nohar
 - 3. Suratgarh
 - 4. Sangaria
 - 5. Sadulshahar
 - 6. Pilibanga
 - 7. Talwara-Jheel
- Class III. 1. Hanumangarh Fort
 - 2. Dhaban
 - 3. Ujjalwas
 - 4. Tibbi
 - 5. Manksar

- 6. Dholipal
- 7. Banwali
- 8. Dabli
- 9. Khanania
- 10. Jhansol
- 11. Nethrana
- 12. Phiphana
- 13. Pake Bhadwan

Annexure II[See rule 5]Form of notice of sale by public auction of building sites at Mandi in the Bhakra Canal area of GanganagarNotice Notice is hereby given to the general public that lease-hold rights in......land,......which land is the property of the State Government] [Substituted by No. F. 7(40) Irg./63, Dated 4-10-1963; published in Rajasthan Gazette Part IV-C, Dated 5-12-63.] shall be sold by public auction at on the conditions contained in the Rajasthan Land Revenue (Sale of Land in Mandies) Rules, 1957. The auction will be held by an officer appointed by the Director Colonisation and commence at a.m. on the......Plans - Plans showing full details of the property to be sold will be opened for inspection on any working day from at the office of the Director Colonisation where from further information can also be obtained and the plans, etc. can be obtained on such payment as is fixed by the said Director.DirectorColonisationHanumangarhAnnexure III[See Rule 12(B)]Memorandum of OfferParticulars of plots sold:I......Son of......Caste........of VillageTehsilDistrict......Rajasthan hereby acknowledge that I have this day made an offer for the purchase of the property described in the auction notice dated......subject to the provisions of the Rajasthan Land Revenue (Sale of Land in Mandies) Rules, 1967, at the price of......Rupees and have paid to the Director 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 it may offer is accepted by Government.In witness I append my handthis......day of......Signature of PurchaserPurchase money.......Rs.Deposit paid Rs.....Balance Rs.....Annexure IV(See Rule 14)Deed called the Government in favour of Shriresident of......Rajasthan (hereinafter called the purchaser). Whereas The land hereinafter described, is owned by the Government in full proprietory rights and has been sold to the purchaser at a public auction/by allotment under the Rajasthan Land Revenue (Sale and allotment of land in Mandies) Rules, 1957 subject to the conditions contained therein and in this grant and for the purpose of......And Whereas the purchaser has paid the sum of Rs.....being the price and premium of the said land: Now therefore in consideration of the covenants of the purchaser hereinafter contained and of the said sum of Rs.....paid by the purchaser as herein before mentioned (the receipt of which sum the Government hereby acknowledges) the Government as full owner grants and conveys into purchaser all the piece of parcel of land described in the schedule hereto attached and more particularly delineated in the plans filed in the office of the Secretary, Bhakra Mandies Development Committee, Hanumangarh (hereinafter called the said land) to have and to hold the same upto and to the use of the purchaser in lease hold rights subject nevertheless to the Rajasthan Land Revenue (Sale and Allotment of Land in Mandies) Rules, 1957 and the exceptions, reservations, conditions, and

covenants hereinafter contained and each of them is to say-

1. That the Government reserves to itself all mines and minerals what-so-ever in, under on upon the said land with all such rights and powers as may be necessary or expedient for the purpose of searching for working, obtaining, removing the same, at all such times and in such manner as the Government shall think fit, with power to carry out any surface or under ground working and to let down the surface off all or any part of the said land or any buildings that may be created thereon now or hereafter, and to sink pits, erect buildings, construct lines and generally to appropriate and use the surface of the said land for the purpose of doing all such things as may be convenient or necessary for the full enjoyment of the exceptions and reservations here in before and after contained:

Provided that the purchaser shall be entitled to received from the Government such payment for the occupation by it of the surface mid for the damage done to the surface or to buildings on the said land by such works or working or letting down, as may be agreed upon between the Government and purchaser or failing such agreement, as shall be ascertained by reference to arbitration.

- 2. That the purchaser shall annual rent @ Rs..... of the price as urban assessment of the said land which will be revisable after every fifteen years:
- 3. That the purchaser shall pay all other general and local taxes and cesses for the time being in force or assessed on the said land by any company authority:
- 4. That the purchaser shall complete to the satisfaction of Mandi-Committee. construction on the said land, within three years of the date of acceptance of the bid or allotment or intimation of confirmation of the same or allotment, whichever is earlier, provided that the time under this clause may be extended by the Mandi Committee for a period of one year in case of failure to complete the building by the stipulated date, due to reasons beyond the control of the purchaser. In case the Committee does not agree to give extension or the purchaser fails to secure permission from the Government, it will be open to the Government or the Mandi Committee to re-enter and to take possession of the plot without any compensation to the purchaser and thereupon this sale shall become void and of no effect;

- 5. That the purchaser shall at times keep and maintain the construction of any building or structure approved by the Mandi Committee as aforesaid (including the upper-storeys, if any) in a proper state of repairs and to the satisfaction of the Mandi Committee:
- 6. That the purchaser shall not use the said land or the construction thereon for any purpose other than for which the said land is hereby granted that is for any purpose other than of.......or permit the same to be used:
- 7. That the purchaser may mortgage the plot of land for obtaining loan from Life Insurance Corporation of India or any Scheduled Bank for construction of any building thereon:
- 8. That the Government may be its officers and servants at all reasonable times and in a reasonable manner after notice in writing enter in and upon any part of the said land or building erected thereon for the purpose of ascertaining that the purchaser has duly performed and observed the covenants under these presented:
- 9. That the Government shall have full rights, powers and authority at all times to do all acts and things which may be necessary and or expedient for the purpose of enforcing compliance with all or any of the terms and conditions and to recover from the purchaser as first charge upon the said land and the building thereon the cost of doing all or any such acts and tilings and all cost incurred in connection therewith or in any way relating thereto:
- 10. That it shall be lawful for the Government to imposed on the purchaser after due notice and after hearing him if he so desires to be heard, a penalty which may extend up to Rs. 500/- for any breach or non-observance by the purchaser of the rules or of the covenants herein contained and on his part to be performed and fulfilled and in case any such breach or non-observance continues after the date on which such penalty is imposed, an additional penalty for any such continuous breach or non- observance, and the amount of such penalty or additional penalty shall be recoverable as an arrear of land revenue:

- 11. That in the event of continued breach of non-observance the purchaser of any of the rules or of the covenants herein contained and on his part to be performed and fulfilled, it shall be lawful for the Government, notwithstanding the waiver of any previous cases for such re-entry, to enter into upon the said land and the buildings thereon or on any part thereof to re-posses and retain the same and to enjoy or dispose of it in such manner as the Government may think fit and the purchaser shall not be entitled to a refund of the purchase money or price or any part thereof or to any compensation whatsoever on account of such re-entry, repossession and retention of such enjoyment or disposal:
- 12. That in the event of any dispute or difference at any time arising between the Government, and the purchaser as to the true intent and meaning of these presents and of each and every provision thereof, the property and rights hereby reserved, or any of them or in any manner incidental or relating thereto, the said dispute or difference shall be referred to the Secretary to the Government in Revenue Department, whose decision thereon shall be final and binding on the parties hereto:
- 13. That if and so long as the purchaser shall fully perform and comply with each and all of the terms and conditions herein made and provided, but not otherwise, the Government will secure to the purchaser full and peaceful enjoyment of the rights and privileges herein and hereby conveyed and assured.

Schedule

Plot......Project area, purchased for.....purpose measuring sq. yards.

1. Signed by and on behalf of the Governor of the State of Rajasthan

Signed by the Purchaser[Annexure V] [Substituted by Notification No. F. 6(506) Revenue A/B/57, Dated 27-2-1958; published in Rajasthan Gazette Part IV-C, Dated 24-4-1958.](See Rule

HanumangarhSir,I...........S/o.........Caste.......resident of ...Tehsil District occupation hereby apply for allotment of one plot No........situated in.....Mandi Town out of the plots reserved for allotment to persons of low income and I give below the required information-(1)that I am a person having low income within the meaning of rule-2 (d) of the Rajasthan Land Revenue (Sale and Allotment of Land in Mandies) Rules, 1957 my present income being Rs.......(2)that I do not hold a plot of land for residential purpose elsewhere, nor did I hold any such plot on the commencement of the aforesaid Rules and have not transferred it after such commencement.(3)that my present place of residence is.......where I live and earn my livelihood;(4)that I have not got a residential plot or house kuchcha or pucca, anywhere else:(5)that I live separately from my father or brother or that 1 live jointly with my father or brother;(6)that I have no share in any joint or ancestral house, *or that 1 have a share in the joint ancestral house but I am entitled to a plot for the following special reasons-

- 2. I, therefore, request that the plot applied for may kindly be allotted to me, and I hereby undertake to abide by the provisions of the Rajasthan Land Revenue Act, 1956 (Rajasthan Act 15 of 1956) and of the Rajasthan Land Revenue (Sale and Allotment of Land in Mandies) Rules, 1957.
- 3. The affidavit required by rule 13-B of the rules is attached duly attested.

Yours faithfully, Signature*Strike out whichever is inapplicable.