

# **The Rajasthan Land Revenue (Papar Khar, Sajji and Salt Petre Producing Areas Lease) Rules, 1964**

RAJASTHAN

India

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### **Rule**

### **THE-RAJASTHAN-LAND-REVENUE-PAPAR-KHAR-SAJJI-AND-SALT-PETRE-RULES-1964**

- Published on 6 August 1964
- Commenced on 6 August 1964
- [This is the version of this document from 6 August 1964.]
- [Note: The original publication document is not available and this content could not be verified.]

The Rajasthan Land Revenue (Papar Khar, Sajji and Salt Petre Producing Areas Lease) Rules, 1964 Published vide Notification No. F. 15(1) Industry (A) 59, Dated 6-8-1964; published in Rajasthan Gazette Extraordinary Part 4-C, Dated 18-8-64 In exercise of the powers conferred by Clause (xiv) of sub-section (2) of section 261 read with sections 89 and 102 of the Rajasthan Land Revenue Act, 1956 (Rajasthan Act 15 of 1956), the State Government hereby makes the following rules governing the conditions on which land for the purpose of manufacturing Papar Khar, Saltpetre and Sajji Industries may be allotted in the State of Rajasthan Namely: -

### **1. Short title, extent and commencement.**

(1) These rules may be called the Rajasthan Land Revenue (Papar Khar, Sajji and Saltpetre Producing Areas Lease) Rules, 1964. (2) They extend to the whole of the State of Rajasthan. (3) They shall come into force on such date as the State Government may, by notification in the Official Gazette, approved.

### **2. Application.**

- These rules shall govern the conditions for the allotment of land for the production of Papar Khar, Sajji and Saltpetre, in the State of Rajasthan.

### **3. Repeal and saving.**

- On the coming into force of these rules, the Rajasthan Papar Khar Sajji and Saltpetre Lease Rules or any other rule governing the allotment of land for the manufacture of these products shall stand repealed: Provided that the repeal shall not affect the previous operation of the rules hereby repealed or any action taken or lease granted thereunder for the manufacture of Papar Khar Sajji or Saltpetre.

### **4. Definitions.**

- In these rules, unless the context otherwise requires: (i) "Classified area" means the area of land set apart for allotment for the manufacture of Papar Khar, Saltpetre or Sajji, as specified in Schedule I to which the Government may, by notification in the Official Gazette, from time to time add area for the aforesaid purposes; (ii) "Director" means the Director of Industries and Civil Supplies, Rajasthan, Jaipur; (iii) "Form" means a form specified in Schedule II; (iv) "Government" means the State Government; (v) "Lease" means a lease of any classified area producing Papar Khar, Sajji or Saltpetre as the case may be; (vi) "Papar Khar" means the products recovered from white encrustations on the soils known as Reh soils and having ingredients as Sodium Carbonate, Sodium Bicarbonate, Sodium Chloride and Sodium Sulphate with Impurities; (vii) "Sajji" means the product obtained by burning plant known as 'Lana' and 'Kangan' and having as main constituents, salts of Sodium, Potassium and Calcium; (viii) "Saltpetre" means the surface encrustation found on the earth crust of the intregeneous soils formed by the bacteriological decomposition. Chemically it is Potassium Nitrate and has impurities in the form of salts of Potassium and Sodium; and (ix) "Schedule" means a schedule [appended] [Inserted by G.S.R. 87, Dated 15-3-96; published in Rajasthan Gazette Extraordinary Part IV-C(ii), Dated 15-3-96, p. 54.] to these rules.

### **5. When leases shall be granted.**

- The leases shall be granted on the expiry or termination of previous contracts or new areas being declared as classified areas.

### **6. Period of lease.**

- The period of lease shall be three years except where a longer or a lesser period is considered suitable by the Director in the interest of the Government. The period of lease shall be notified in the auction notice. Each year of contract shall be from 1st September to 31st August of the following year unless specified otherwise in the auction notice.

### **7. Mode of granting lease.**

- The lease shall be granted by auction as provided in these rules.

## 8. Bid to be accepted by Presiding Officer.

- The Director may appoint any Gazetted Officer of the Government as Presiding Officer who can accept the highest bid but in case the Presiding Officer is of the opinion that the highest bid be not accepted, he shall make necessary recommendation to the Director, who can, at his discretion, accept any officer other than the highest one after recording reasons therefor in writing.

## 9. Procedure for action.

- The following procedure shall be observed in holding auctions of leases under these rules:-(1)The auction shall be notified.-

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| (i) [ [Substituted by G.S.R. 87, Dated 15-3-96; published in Rajasthan Gazette Extraordinary Part IV-C(ii), Dated 15-3-96, p. 54] | for areas yielding or estimated to yield land revenue of Rs.500/-per annum or below                       | through Tehsildars Gram Panchayats or Municipal Boards bybeating of drum and by affixing a notice at the office of TehsildarGram Panchayat. Municipal Board and at the conspicuous place ofthe classified area]; |
| (ii)  | for areas yielding or estimated to yield land revenue above Rs.500/- but less than Rs. 1,000/- per annum; | through a notification in the Official Gazette and any leadingnewspaper of the area if any:  |
| (iii)   | for areas yielding or estimated to yield revenue above Rs.1.000/- per annum                               | through a notification in the Official Gazette and at least inone of the leading newspapers having wide circulation.   |

(2)A notice of auction containing terms and conditions of auction in Form I shall be published according to clause (1) at least 21 days before the date of holding auction.(3)The Director will select the site for the auction keeping in view the convenience of maximum number of bidders and the proximity of the area.(4)The lease contract shall be auctioned by a committee as specified below-(i)where the highest bid of the last auction was or is not estimated to be Rs. 500/- per annum or below-(a)District Industries Officer concerned or any other Officer of the Industries Department nominated by the Assistant Director of Industries concerned:(b)the Tehsildar or Naib-Tehsildar of the area concerned:(c)Chemist, Saltpetre, of the Region or any Officer deputed by the Laboratory Officer:(ii)where the previous highest bid was or is now estimated to the above Rs. 500 but less than Rs. 1,000 per annum-(a)the District Industries Officer or Assistant Director of Industries concerned, where there is no District Industries Officer;(b)the Tehsildar of the area:(c)Accountant of the Industries Department;(d)Chemist, Saltpetre, of the Region or any other Officer deputed by the [Laboratory officer] [Substituted by Notification No. F. 16(i) Ind. (A) 67, Dated 31-8-1967; published in Rajasthan Gazette Part IV-C, Dated 21-9-67.];(iii)where the previous highest, bid or estimated royalty was or is estimated to be Rs. 10,000 [or more per annum] [Substituted by G.S.R. 87, Dated 15-3-96; published in Rajasthan Gazette Extraordinary Part IV-C(ii), Dated 15-3-96, p.

54.]- (a) [Laboratory Officer] [Substituted by Notification No. F. 16(i) Ind. (A) 67, Dated 31-8-1967; published in Rajasthan Gazette Part IV-C, Dated 21-9-67.]; (b) [The Assistant Director] [Substituted by Notification No. F. 16(i) Ind. (A) 67, Dated 31-8-1967; published in Rajasthan Gazette Part IV-C, Dated 21-9-67.] concerned; (c) The District Industries Officer concerned; (d) The Accounts Officer, Industrial Department; (e) The Tehsildar of the area; (f) The Chemist, Saltpetre of the region. [Explanation] [Substituted by G.S.R. 87, Dated 15-3-96; published in Rajasthan Gazette Extraordinary Part IV-C(ii), Dated 15-3-96, p. 54.]. - In the committee referred to in sub-clauses (i), (ii) and (iii) above, the District Industries Officer, shall act as member Secretary and where there is no District Industries Officer, the concerned Assistant Director of Industries will act as member Secretary of the Committee. (5) The terms, conditions and description of the lease as specified in Form I shall be read out to the intending bidders before commencing the auction and their signatures or thumb impressions, as the case may be, obtained in token thereof. (6) The intending bidders shall deposit in cash or through demand draft in favour of the Director such earnest money as may be fixed by the Director and such amount shall be mentioned in the aforesaid notice of auction. Any person who has not deposited the earnest money shall not be entitled to take part in the auction. (7) The name of the bidder along with bid shall be noted in the proceedings. After the completion of the auction proceedings, the highest, bid shall be written in figures and words and signatures of the Presiding Officer, members of auction committee and all the bidders obtained on the proceeding with the remarks that no body is prepared to offer higher than the last bid so obtained. (8) (i) The highest bidder shall have to deposit, on the fall of hammer, the following amounts- (a) in case the highest bid is of Rs. 1,000/- per annum or less, the full amount of the highest bid, and (b) in case the highest bid is more than Rs. 1,000/- the highest bidder shall have to deposit only  $\frac{3}{4}$ th amount of the highest bid and the rest  $\frac{1}{4}$ th within a period of 30 days from the date of issue of the sanction of the lease. The Director may however, extend his period by a further period of fifteen days if he is satisfied that extension is justified: Provided that in case referred to in paragraphs (a) and (b) above, if the highest bidder fails to deposit the amount on the fall of the hammer, his earnest money shall be forfeited and the lease shall be given to the next highest bidder or the lease may be re-auctioned as may be decided by the Committee constituted in clause (4): Provided further that where the highest bidder after depositing the  $\frac{3}{4}$ th amount as required under paragraph (b) above fails to deposit the balance amount within the prescribed or extended time, his earnest money as well as the proportionate amount of the bid deposited at the time of auction shall be forfeited and the lease shall be given to the next highest bidder, if the latter is prepared to accept the lease or it shall be re-auctioned. (ii) Where the contract is for a period exceeding one year, the contract money for the succeeding years shall be deposited by the lessee 15 days in advance before the commencement of the new year i.e. on 15th August for the year to start on 1st September.

## 10. Refund of the earnest money.

- The earnest money deposited by the person/party whose bid is accepted shall be treated as security amount and shall be refunded on the successful completion of the lease.

## **11. Power of the officers to sanction leases.**

- The power to sanction the leases as specified below shall be exercised by the following Officers:- (a) Up-to Rs. 1,000/- per annum- [Assistant Director] [Substituted by Notification No. F. 16(i) Ind. (A) 67, Dated 31-8-1967; published in Rajasthan Gazette Part IV-C, Dated 21-9-67.]. (b) Exceeding Rs. 1,000/- but not exceeding Rs. 10,000/ Director. All cases, where the lease money exceeds Rs. 10,000/- shall be referred to the Government for sanction.

## **12. Provisional sanctions.**

(1) A provisional sanction for working a lease may be given by the Director to the highest bidder irrespective of the amount of the bid. (2) On receipt of the provisional sanction, the lessee can start the work. However, the provisional sanction shall be subject to the approval of the Officer competent under Rule 11 to sanction the lease and the lessee shall have to vacate the area immediately if the provisional sanction is not confirmed by that Officer and in that event, the lessee shall not be entitled to any compensation: Provided that if the provisional sanction is not confirmed within six months by the said Officer, the lessee shall be entitled to work for the period of the lease on payment of the remaining  $\frac{1}{4}$ th amount. In case the provisional sanction is withdrawn within six months, the lessee shall have to pay contract money as per bid for a period which shall be  $\frac{2}{3}$ rd of the period between the date of the provisional sanction and the date of said withdrawal and the balance shall be refunded.

## **13. Forfeiture of security.**

- If the bidder fails to deposit the amounts under clause 8 of Rule 9, the security amount shall be forfeited and the Director may also terminate the lease for the full or remaining period. When the lease is terminated a fresh auction shall be held.

## **14. Agreement to be executed.**

- The lessee shall have to execute an agreement in Form II within a period of one month on receipt of confirmation of the provisional sanction or receipt of final sanction. If the lessee fails to execute the agreement within this period or within such further time as may be granted by the Officer sanctioning the lease, the order granting the lease shall be deemed to have been revoked and the security amount shall be forfeited.

## **15. Leases may be by other methods.**

- Notwithstanding anything contained in these rules, the Government may, after notification in the Official Gazette, adopt any other method for leasing out the areas in the best interest of the industry.

## 16. Condition of leases.

- The following conditions shall be included or deemed to be included in the agreement to be executed by the lessee-(a)the lessee shall pay all dues in the office of such Officers, in such manner and at such time as may be mentioned in lease/agreement:(b)the lessee shall not cut or injure any trees in the area leased without the previous sanction in writing of an Officer authorised in this behalf under any law for the time being in force, if any:(c)the lessee shall not erect, set-up or place any building or any other structure and shall not carry on surface operations in or upon any public place, burning or burial ground or a place held sacred by any class of persons or any house or village site, public road or other place which the Government may so determine in public interest or in such a manner as to injure or prejudicially affect any building, works, property or rights of other persons:(d)the lessee shall have no right on account of the lease to work in the areas under his lease which are already declared or are subsequently declared by the Government or Central Government as reserved or restricted or of national importance or of archaeological importance:(e)the lessee shall abide by all existing Acts and rules enforced by the Government of India or the Government and all such other Acts or rules as may be enforced from time to time and other matter affecting safety, health and convenience of the lessees employees or of the public:(f)the lessee shall keep correct accounts showing the quantity find particulars of materials manufactured and sold by him and the number of persons employed therein and shall allow any officer of the Industries Department at all reasonable times to examine such accounts and shall furnish him with such information and returns in respect of the aforesaid matter as he may require:(g)the lessee shall allow existing and/or future licenses or leaseholders of any land which is comprised in or adjoins or is reached by the land held by the lessee, all reasonable facilities for access thereto:(h)subject to the provisions of clause (c) above, the lessee may erect on the area granted to him any temporary building required for bonafide purposes on payment of the rent of land, and such building, if any. with its material etc. shall be removed by him on the expiry of the lease period at his own expenses at once. If the lessee fails to remove the material, Kachha erection etc. within the said period it shall be dismantled or removed by the Government at the cost of the lessee and no claim on account of the cost of or compensation for the same shall be entertained:(i)the lessee shall make and pay such reasonable compensation as may be assessed by the Director in accordance with the law or rule or order for the time being in force on the subject, for all damages, injury or disturbance which may be done by him and shall keep indemnified fully and completely the Government against all claims which may be made by any person or persons in respect of such damages, injury or disturbance and all costs and expenses in connection therewith:(j)the lessee shall without delay report to the Director or any Officer authorised by him of any accident which may occur at or in any of the lands demised by the lease of any mineral not specified in the lease:(k)the Government shall have the right to determine the lease if after serving the lessee a notice in writing to pay the rules within 30 days from the date of receipt of notice, the surface rent reserved Or made payable by the lessee is not paid within 15 days next after the date fixed in the lease for payment of the same. Government may also at any time after serving the aforesaid notice enter upon the said premises, distrain all or any of the manufactured articles, or movable property therein and may carry away, detain or order the sale of the property, so detained or part of it as may suffice for the satisfaction of the rent or royalty dues and all cost and expenses, occasioned by the non-payment thereof:(l)in case of any breach on the part of the lessee of any covenant or condition contained in the lease, the Government may

determine the lease and take possession of the said premises or in the alternative may impose payment of a penalty not exceeding the amount equivalent to that of the contract amount from the lessee. Such action shall not be taken unless the lessee has failed to remedy the breach after 30 days of receipt of notice in writing in this behalf: and (m) as soon as the lease is determined, the lessee shall deliver up the said premises to any person authorised by the Director by a general or a special order in this behalf.

## **17. Decision of disputes.**

- In the event of any dispute, the decision of the Director shall be final.

## **18. Surrender of leases.**

- The lessee may surrender the area where the period of lease is for more than a year by giving three months notice in writing, provided that where the notice period includes the production season i.e. November to May next, the lessee shall have to pay the contract amount for the whole of that year.

## **19. Renewal of lease.**

- The Government may renew the lease up to an equivalent period for which the lease was granted on receipt of an application in writing from the lessee through the Director six months prior to the expiry of the lease, if the lessee proposes to establish an industry based on the raw material available through the lease, on an annual rent not less than double the amount at which the lease was granted.

## **20. Right to manufacture.**

- Right to manufacture Sajji, Papar Khar and Saltpetre in the area shall vest in the person in whose name the lease or contract is sanctioned in accordance with these rules.

## **21. Delegation.**

(1) Any officer competent under these rules to exercise any power thereunder may authorise any other officer immediately below such officer. (2) The State Government may, by notification in the Official Gazette, delegate all or any of the powers conferred upon it or any officer by or under these rules to any other officer subordinate to the State Government.

## **22. Rectification of mistakes.**

- The Government or any officer under these rules, as the case may be, may at any time within six months from the date of an order passed by it or him under these rules, rectify on its or his own motion, any mistake or error in the order apparent on the face of the record and shall on application in writing if made within the said period rectify any such mistake or error which has been brought to

its or his notice by any person.

### **23. Relaxation of rules.**

- The Government may relax any of the rules if such relaxation is in the district of industrial development of the State.

### **24. Unauthorised working.**

(1) No person shall undertake, manufacture of Saltpetre or Papar Khar or Sajji in any area except under and in accordance with the terms and conditions of the lease granted under these rules. (2) Any person who contravenes the provisions of sub-rule (1), shall without prejudice to any other action that may be taken against him be liable, on the order in writing of the Collector of the District concerned, to pay a penalty not exceeding a sum calculated at the rate of fifty rupees per ton, or a fraction thereof, of the Papar Khar or Sajji or Saltpetre, so manufactured: Provided that if the sum so calculated is less than one thousand rupees, the penalty may be such larger sum not exceeding one thousand rupees, as the Collector may impose. (3) If the contravention continues after the order imposing the penalty is communicated to the person contravening sub-rule (1), such a person shall be liable to pay a fine not exceeding one hundred rupees for every day during which the contravention continues. (4) No order imposing any penalty or fine under this rule shall be passed without giving the person alleged to have contravened sub-rule (1), an opportunity of being heard.

### **and Forms - Not reproduced**

Note. - The above rules have stood repealed by the new rules made by the State Government in 1968, which are in Hindi. The new Rules are also reproduced hereinafter.