

Rajasthan Land Revenue (Allotment of Land for setting up Agro-Processing and Agri-Business Enterprises) Rules, 2011

RAJASTHAN

India

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Rule

RAJASTHAN-LAND-REVENUE-ALLOTMENT-OF-LAND-FOR-SETTING-OF 2011

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Rajasthan Land Revenue (Allotment of Land for setting up Agro-Processing and Agri-Business Enterprises) Rules, 2011 Published vide Notification No. G.S.R. 62, dated 6.9.2011 G.S.R. 62. - In exercise of the powers conferred by Section 100 of the Rajasthan Land Revenue Act, 1956 (Act No. 15 of 1956), the State Government hereby makes the following rules, namely: -

1. Short title and commencement.

(1) These rules may be called the Rajasthan Land Revenue (Allotment of Land for setting up Agro-Processing and Agri-Business Enterprises) Rules, 2011. (2) They shall extend to the whole of the State of Rajasthan. (3) They shall come into force from the date of their publication in the Official Gazette.

2. Definitions.

(1) In these rules, unless the context otherwise requires, - (a) "Act" means the Rajasthan Land Revenue Act, 1956 (Act No. 15 of 1956); (b) "Agri-business" means large-scale business that derives most of its revenue from agriculture and shall include production processing, manufacturing and distribution of agricultural products; (c) "Agro-processing" means process that use agricultural products agri-waste and intermediate agricultural products to produce products in a manner that there is a transformation in the nature of the agricultural product, at the six digit level in the Indian

Trade Classification (Harmonized System) and there must be at least 30% value addition;(d)"Committee" means State Level Empowered Committee constituted under Rule 5;(e)"District Level Committee" means the committee constituted by the State Government for a District under clause (b) of sub-rule (1) of Rule 2 of the Rajasthan Stamps Rules, 2004;(f)"Form" means form appended to these rules; and(g)"Rajasthan State Agriculture Marketing Board or RSAMB" means Board established under Section 22 (A) of the Rajasthan Agricultural Produce Market Act, 1961.(2)Word and expression used but not defined in these rules shall have the same meaning as assigned to them in the Act.

3. Applicability of these rules.

- These rules shall apply to the Government agriculture land for establishment of agro processing and agri-business enterprises on lease hold basis in the following cases, -(a)for projects which bring new technologies/processes not existing in the State or which help in enhancing brand competitiveness of the State.(b)for captive production and consumption for projects with investment of Rs. 50 crore or more.

4. Allotment.

(1)The applicant shall select appropriate site of land available in the area where the agro-processing and agri-business enterprises is proposed to be set up.(2)The application for allotment of the Government land shall be submitted by applicant, duly completed, in Form-A along with D.D/bankers cheque of Rs. 5,000/- (Rupees Five thousand) towards registration and processing fee, which shall be non-refundable, to the General Manager, Rajasthan State Agriculture Marketing Board (RSAMB).(3)Every application shall be given a registration number by the RSAMB and list of registered application shall be displayed on the Notice Board of RSAMB and on the website of RSAMB.(4)The RSAMB, after considering the application, is of view that application is complete in all aspects and applicant fulfills all the requirements for allotment of land as per provisions of these rules, shall process and forward the same to the District Collector concerned.(5)If the Collector, after considering the application, is satisfied that the proposals are complete in all respects, he shall send the application with his comments to the Committee, specifying the land required for the project within 30 days of the receipt of the application.(6)After receiving the application from the Collector the Committee may forward it with recommendation of the land to be allotted having regards to the size of investment and viability with purpose of the project, to the State Government in Revenue Department.(7)The State Government after considering recommendation of the Committee, may allot Government agriculture land on lease hold basis.

5. Constitution of State Level Empowered Committee.

- The State level empowered committee shall comprising of the following, namely: -

1. Principal Secretary/Secretary, Agriculture
- 2.

Chairperson
Member

Principal Secretary/Secretary in-charge of Finance Department or his representative not below the rank of Deputy Secretary.

- | | | |
|----|--|------------------|
| 3. | Principal Secretary/Secretary in-charge of Industries Department or his representative not below the rank of Deputy Secretary. | Member |
| 4. | Principal Secretary/Secretary in charge of Revenue Department or his representative not below the rank of Deputy Secretary. | Member |
| 5. | Commissioner/Director, Agriculture Department | Member |
| 6. | Principal Secretary/Secretary/Director. Horticulture Department. | Member |
| 7. | Director, Agriculture Marketing | Member |
| 8. | Administrator, RSAMB | Member-Secretary |

6. Period of allotment.

(1) After receiving the recommendation from the Committee, allotment of land for setting up of agro-processing and agri-business enterprises may be made by the State Government. (2) The land for agro-processing and agri-business enterprises shall be initially allotted on lease hold basis for a period of 15 years from the date of allotment and the period of lease may be renewed by the State Government for a further period of 15 years, upon the recommendation of the Committee.

7. Land not available for allotment.

- The following land shall not be allotted under these rules, -(a) Land prohibited under Section 16 of Rajasthan Tenancy Act, 1955 (Act No. 3 of 1955). (b) Land situated in catchments area of any tank, river, Nala, Nadi and recorded as such in revenue records. (c) Land reserved for allotment under any specific rules. (d) Land falling under urbanisable limit or peripheral belt as provided under Section 90-B of the Act. (e) Land falling within National Capital Region. (f) [Land falling within the limits as specified in any Act or Rules of the Central or State Government made in this behalf or within the limit specified in the guidelines of the Indian Road Congress, whichever is longer, from the railway boundary National Highway, State Highway, or any other road maintained by the Central or State Government or any Local Authority.] [Substituted by Rajasthan Notification No. G.S.R. 75, dated 21.8.2015 (w.e.f. 6.9.2011).] (g) [***] [Deleted '(g) Land situated within the limits prescribed by the Indian Road Congress' by Rajasthan Notification No. G.S.R. 75, dated 21.8.2015 (w.e.f. 6.9.2011).].

8. Assessment of premium and annual lease rent.

(1) The lease rent payable on the land allotted for setting up of agro processing and agri-business enterprises shall be paid annually. (2) The rent shall be charged at the rate of 10% of the prevailing DLC rate of agricultural land at the time of allotment. (3) The lease rent shall be increased by 15% after every two years. (4) The increased lease rent shall not be less than 10% of the prevailing DLC rates.

9. Lease deed.

(1)The allottee of land shall execute a lease deed in Form-B within 45 days from the date of allotment order.(2)The lease shall be subject to the terms and conditions provided in the lease deed.

10. Terms and conditions of allotment.

(1)Agro processing and agri-business enterprises shall be set-up within a period of two years on the land allotted for the purpose unless the period of two years is extended for such period as the Government deems fit.(2)if the land is not put to use for the purpose, for which it was allotted within the stipulated period or such time as extended by the Government as per provisions of sub-rule (1) the land shall revert back to the State Government free from all encumbrances.(3)Lessee shall have limited rights in the land allotted to him for the purpose of setting up agro-processing and agri-business enterprises/captive production and consumption for agro processing and agri-business projects(4)The land given for agro-processing and agri-business enterprises shall not be used for any other purpose. Land so allotted shall neither use nor allow the land to be used for any other purpose and shall not make any construction on the said land other than that which is required for the setting operation and maintenance of agro-processing and agribusiness enterprises.(5)If the land is used for any purpose, other than the purpose it was allotted, the allotment shall be cancelled and the land shall be vested in the State Government free from all encumbrances.(6)The Lessee shall have the limited owner-ship on the land leased, till the lease subsists and shall have the right of assignment only for the purpose of taking a loan of the development of the enterprise. The Lessee shall have no right to transfer/sub-lease the land.

11. Surrender of Land.

- If an allottee is unable to utilize the land allotted to him, he may surrender the land to the allotting authority at any time and the amount deposited by him shall not be refunded and no compensation in lieu of expenditure incurred by him for development of land shall be paid.

12. Cancellation of allotment.

- The State Government may cancel the allotment of land if the land is not used for the specified purpose in the stipulated time by the allotted or if he violates any of the conditions prescribed under these rules and on the cancellation of allotment, the land shall revert back to the State Government free from all encumbrances without payment of any compensation in lieu of expenditure incurred or any development made on the said land. The person in possession of the said land, after cancellation shall be deemed to be a trespasser under Section 91 of the Act. Any amount remaining due against the allotted shall be recoverable as arrear of land revenue:Provided that no such order shall be passed without giving an opportunity of hearing to the Lessee.

13. Interpretation of rules.

- If any difficulty arises in the application or interpretation of these rules, it shall be decided by the State Government in the Revenue Department in consultation with RSAMB and the decision of State Government shall be final. Form A [See Rule 4] Application Form for Submitting Proposals Under Rajasthan Land Revenue (Allotment of Land for setting up Agro-Processing and Agri-Business Enterprises) Rules, 2011 To, The General Manager, Rajasthan State Agriculture Marketing Board (RSAMB) Rajasthan, Jaipur

1. I/We hereby apply for allotment of Government land for the purpose of agro-processing and Agri-business Enterprises/captive production and consumption for agro-processing and agri-business projects under Rajasthan Land Revenue (Allotment of Land for setting up Agro-Processing and Agri-Business) Rules, 2011.

2. I/We hereby enclose a D.D/ bankers Cheque No..... dated..... for Rs 5,000/- towards registration and processing fee.

3. Requisite detail of the proposed project are given hereinafter:

1. Name M/s.
2. Full Addresss
3. Telephone Nos., if any
4. Constitution of Company/Firm Name of Promoters/partners
5. Type and cost of the project
6. Land Requirement
 - (a) For captive production.
 - (b) For processing unit/Office.
 - (c) Any other details.
7. Details of land selected for allotment District Tehsil Village Khasara Nos. with area Total land
8. Activity on the land.
 - (a) Product to be manufactured with NIC Code 2008.
 - (b) No. of workers to be engaged.
9. Copies of documents enclosed
 1. In corporation deed:
 2. Site Plan of proposed land use plan.
 3. Copy of revenue record.
 4. Detail Project Report.

10.

5. Building plan of processing unit/office.

6. Copy of bye-laws/article of association/ partnership deed(whenever is applicable)

7. Affidavit in respect of project.

Name & Designation Applicant (s) Signatures

1.

2.

3.

4.

Form-B[See Rule 9]Lease DeedThis Deed of Lease made on the day of..... in the year..... Between the.....on behalf of the Governor of Rajasthan (hereinafter called the lessor which expression shall, includes its heirs, successors and permitted assignee) of the one part.AndShri (name) (address) on behalf of the Companies/Firm (hereinafter call the lessee which expression shall includes his, heirs, successors, executors, legal representatives and permitted assignee) on the other part.And whereas the lessor has agreed to allot government land measuring..... hectare of lease basis to the lessee on the terms and conditions hereinafter mentioned in Rajasthan Land Revenue Allotment of Land for setting up Agro- Processing and Agri-Business Enterprises) Rules, 2011 for the purpose of setting up agro-processing and agribusiness enterprises/captive production and consumption for agro-processing and agribusiness projects.And whereas the Lessor had handed over or shall be handing over possession of the demised land to lessee on.....Now This Lease Agreement Witnesseth As Follows:

1. In consideration of the covenants and agreement herein contained and on payment by Lessee of Rs.....as premium and Rs..... as annual lease rent and the receipt whereof the Lessor hereby acknowledges, the Lessor do hereby demise to the land measuring.....hectare as per detail at Annexure A'.

And The Lessee Do Hereby Covenant With The Lessor In The Following Manne: -

1. That the Lessee shall bear pay and discharge all service charges required for the upkeep of land which may during the said terms be assessed charged levied or imposed and revised by the local authority.

2. That the Lessee shall abide by all the rules/regulations/orders of the competent authority so far as they relate to the immovable property or affect health, safety, convenience of the other residents of the place.

- 3. That the Lessee shall establish the industrial unit on the demised unit on the demised premises in accordance with the site plan.**
- 4. That the Lessee shall take all measures which are required for pollution control and environment protection and shall strictly adhere to the stipulation imposed by the Rajasthan State Pollution Control Board and other statutory pollution laws/environment law applicable for the time being in force.**
- 5. That the Lessee shall abide by all the provision of the Rajasthan Land Revenue (Allotment of Land for setting up Agro Processing Agri-Business Enterprises) Rules, 2011.**
- 6. That the land allotted on lease rental basis shall be for a period of 15 years subject to renewal for a further period of 15 years on such terms and conditions as may be prescribed by the State Government from time to time. The allotting authority shall have the right to refuse for the renewal of lease with reasons to be recorded in writing.**
- 7. That if the land allotted under these rules is required by the State Government for any other special purpose in the public interest at large it can resume the land after giving three months notice to the allottee/Lessees.**
- 8. Notwithstanding anything contained hereinbefore if there is in the opinion of the Lessor that any breach on the part of the lessee or by any person claiming through or under him of any of the covenants or conditions hereinbefore contained the Lessor can terminate, lease agreement after giving him opportunity of being heard.**
- 9. Any loss suffered by the Lessor on a fresh grant of the leased premises for breach of aforesaid conditions on the part of the Lessee or any person claiming through or under him shall be recoverable from the Lessee.**
- 10. Any notice or communication required to be served hereunder shall be deemed to have been sufficiently served on the Lessee if, served by "Registered Acknowledgement Due ", Post and signed by an Officer of the Lessor and the services shall be deemed to have been made at the time of which the registered letter would in the ordinary course be delivered even**

though returned un-served on account of the refusal by the Lessee or otherwise whatsoever.

11. The stamp duty and Registration charges on this agreement shall be borne by the Lessee.

In Witness Hereof the parties hereto have set their hands on this day..... of the month of.....in the year.....

Signature.....

Signature.....

On behalf of the Company/Firm For and on behalf of the Governor of the Rajasthan

Witnesses: -

(1)(2)