

# **The Rajasthan Colonisation (Fruit and Vegetable Gardens) Conditions, 1955**

RAJASTHAN

India

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### **Rule**

### **THE-RAJASTHAN-COLONISATION-FRUIT-AND-VEGETABLE-GARDEN of 1955**

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The Rajasthan Colonisation (Fruit and Vegetable Gardens) Conditions, 1955Published vide Notification No. F. 6(224) Revenue/B/56, dated 21.11.1956 - Rajasthan Gazette, Part 4-C, dated 21.2.1957[Section 28 read with section 7(1)]PreambleIn exercise of the powers conferred by section 28 read with sub-section (1) of section 7 of the Rajasthan Colonisation Act, 1954 (Rajasthan Act XXVII of 1954) and by sub-section (2) of section 7 of the said Act, the Government of Rajasthan is hereby pleased to prescribe the following conditions as the special conditions on which land may be granted in a colony for purposes of fruits and vegetable gardens and further to direct that these conditions shall be regarded as a statement of special conditions for the above mentioned purposes under sub-section (2) of the said section 7.Preliminary

#### **1. Title.**

- This statement of conditions may be called the "Rajasthan Colonisation (Fruit and Vegetable Garden) Conditions, 1955".

#### **2. Application of the Act and provisions of General Colony Conditions.**

- This statement is issued subject to the provisions of the Rajasthan Colonisation Act, 1954, and its conditions shall be in addition to and in supplement of such of the conditions of the "Rajasthan Colonisation (General Colony) Conditions, 1955" as are set out in the schedule to this statement and all grants of land under this statement whether by way of Ghair Khatedari tenancy or conferment of Khatedari rights or otherwise, and whether made under this statement or any subsequent statement

shall be subject to the provisions of the said conditions so far as they are applicable thereto, and save in so far as they may be expressly modified, aborted or supplemented by subsequent statements of conditions made applicable, from time to time, to any particular part of the State, class of lands or to any class of persons.

### **3. Interpretation.**

(1) All expressions used in this statement of conditions, except those defined hereinafter, shall unless the contrary appears from the context, bear the meaning assigned to them in the "Rajasthan Colonisation (General Colony) Conditions, 1955." (2) "Orchard Block" means a plot of land granted for plantation of fruit trees. (3) "Vegetable Block" means a plot of land granted for cultivation of vegetables. (4) "Horticulturist" means the officer of the Government in-charge of Horticulture work of the area in which the grant is situated or any officer superior to him.

### **4. Purpose of grant.**

- A grant made under this statement may be either for plantation of an Orchard or for cultivation of Vegetables.

### **5. Restriction on allotment.**

- Not more than one block shall be given to any single person or to members of a single family.

### **6. Procedure for acquisition of rights.**

- All grants made under this statement shall be initially on a Ghair Khatedar tenancy and by way of a lease for a period of 15 years from the date of the commencement of the grant. At or after the expiry of this period, the grantee, having paid to the Government all sums and outgoings (including rent, land revenue, soil advantage rate and water rate), each and all of them, due under the provisions of this statement or any other law or rule, general or special, for the time being in force and having duly observed all the stipulations herein contained or imposed by or made applicable to the grant under the provisions of the "Rajasthan Colonisation (General Colony) Conditions, 1955", or any other statement of conditions or any other law or rules issued by the Government from time to time shall be entitled to receive from the Government a "Sanad", issued under the signatures and seal of the Collector, conferring on him the rights of a Khatedar tenant on the said lands, provided that thereafter the grantee shall hold and possess the land every part thereof subject for ever to all provisions and stipulations herein contained and the tenancy shall continue till it is terminated by the operation of law or in accordance with the general or special conditions applicable thereto: Provided further that during the continuance of a Ghair Khatedari tenancy the grantee may, with the permission of the Collector, obtain Khatedari rights at any earlier date, not before seven years from the commencement of the grant in case of a grantee of a vegetable block and not before seven or five years from the commencement of perennial supply of water in the canal in case of grantee of "A" or "B" class Orchard Block respectively, if the Horticulturist has certified that the

whole garden has been satisfactorily planted according to approved plan.

## **7. Right to be acquired in whole Grant Not part.**

- Payment for purchase of Khatedari rights shall be accepted only if made for the whole area of the grant and no grantee shall be permitted to acquire any khatedari rights in a portion thereof.

## **8. With-holding of rights.**

- Notwithstanding anything hereinbefore contained, the Collector may refuse to confer Khatedari rights on the grantee-(1)If during the period of his Ghair Khatedari tenancy the grantee has neglected or failed to observe or perform any of the conditions herein contained in maintaining the garden to the satisfaction of the Collector or the Horticulturist, or(2)If he has neglected or failed to pay any sums due to the Government or(3)If there has been a breach in the canal of his chak or village and there is reason to believe that such breach was wilfully caused or suffered to be caused by the grantee, or(4)If the grantee has committed gross and repeated encroachment or trespass on the areas reserved for Village Forests, charagahs, un-allotted village sites and on roads and thoroughfares, or(5)if the condition of his grant or buildings constructed therein is grossly unsanitary.Explanation.- Existence of borrow-pits or heaping of manure within the compound of a building; frequent use of roads, paths or open spaces near buildings as latrines or for throwing of house sweepings and filth thereon shall be deemed to be proofs of existence of grossly unsanitary condition for the purpose of this clause.Covenants Applicable to Grants for Orchards

## **9. Size of Orchard Block.**

- Grants made under this statement for plantation of Orchards may either be of one square of 25 bighas each, to be hereinafter called "A" Class Orchard Blocks, or of 15 Killas or Bighas, to be hereinafter called "B" class Orchard Blocks.

## **10. Advance and Security.**

(1)No person shall be granted any land for an Orchard under this statement unless and until he shall have deposited with the Collector, in cash, an advance of Rs. 10,000/- for an "A" class Orchard Block and Rs. 5,000/- for a "B" class Orchard Block:Provided that-(i)no such advance in cash shall be required of a grantee if he deposits, to the satisfaction of the Collector and duly endorsed and hypothecate in his favour, a security in the form of Government bonds, cash certificates and securities issued by the Central or the State Government or produces a fixed deposit receipt or bank guarantee of a bank approved by the Government,(ii)the Government shall not be responsible for any depreciation in the value of the security deposited or be liable to pay any interest on any security deposit and, whenever so required by the Collector, the grantee shall be bound to replace any security by a new one to the satisfaction of the Collector.(2)Advance to be retained till observance of conditions. - The Collector will retain the said advance or Government bonds, certificates, securities or fixed deposit receipt or bank guarantee deposited in lieu thereof, as security for observance of

these conditions and shall refund it to the tenant only if, on the termination of his Ghair Khatedari tenancy, he shall have duly observed all the conditions of this statement and, in the case of an orchard block, if the Horticulturist has also certified that the whole garden has been satisfactorily planted and that all the trees thereof have properly matured. Release of advance for construction of building and plantation of trees. - Provided that the Collector may from time to time release to the grantee such sum or sums from the said advance as the grantee may require for construction of buildings or plantation of trees stipulated for in conditions 11 and 13 of this statement if it is proved to his satisfaction that the grantee has already spent on the said purpose twice as much amount as is sought to be got released and that the stipulated number of trees have been duly planted according to the plan approved by the Horticulturist.

## **11. Buildings.**

- The grantee shall be bound to build in his block a residential building of a plan approved by the Collector and with due provision for quarters of servants and sheds for cattle.

## **12. Construction of buildings and production of crops.**

(1) The grantee of an "A" class Orchard Block may reserve from his grant an area of 1½ bighas for construction of a tank and buildings (for his own residence, quarters for servants and sheds for cattle) and may, in addition, utilise not more than 3½ bighas for cultivation and production of cereals and fodder crops.

## **13. Area to be exclusively reserved for Orchards.**

(1) The grantee of an "A" class Orchard Block shall be and remain bound to plant in his grant fruit and ornamental trees in an area not less than 20 bighas while the grantee of a "B" class Orchard block shall be and remain bound to plant fruit and ornamental trees in an area of not less than 12 bighas. (2) Orchard to be according to approved plan. - The grantee shall plant fruit and ornamental trees according to plan approved by the Collector in consultation with the Horticulturist and shall be bound to follow his instructions in selection of trees, their culture (including their space from each other) and maintenance. (3) Process of plantation of Orchard. - The grantee shall, within one year from the date of the flow of perennial supply of water in the canal, plant trees, in not less than 2 bighas each year so that the whole area of 20 bighas of "A" class block and 12 bighas of "B" class block reserved exclusively for plantation of trees is under plantation within 10 and 6 years respectively. It will, however, be at the discretion of the grantee to plant the said area quicker than this, if he so likes. (4) Inter culture of vegetable allowed. - The grantee shall be permitted inter-culture of vegetables in the spaces between the rows of fruit trees; but he shall not use the area reserved for plantation of trees for cultivation of any crops. Sugarcane, Singharas and Melons shall not be deemed to be fruit or vegetable for purposes of this condition and their cultivation in an orchard shall be strictly prohibited.

#### **14. Orchard to be maintained in good order.**

- When an orchard has been planted, the grantee shall be and remain bound to see that it grows to maturity and bears fruit. When any tree or trees grow old and cease to bear fruit or get damaged or destroyed by frost or disease, epidemic or by any other cause the grantee shall be bound to remove it and, within three months, re-plant another tree in its place.

#### **15. Fencing of Orchard.**

- The grantee shall be and remain bound to put up a barbed-wire fencing around the block within three months from the date of commencement of the grant and then to construct pucca compound wall around the lands within five years from the said date.

#### **16. Subletting of Orchard.**

- No grantee of an orchard block shall sublet it before the conferment of Khatedari rights except by way of sale of his produce. Covenants Applicable to Vegetable Blocks

#### **17. Size of block.**

- Grants under this statement for exclusive cultivation of vegetables, to be hereinafter called "Vegetable Blocks", shall be of 12½ killas or bighas.

#### **18. Security.**

- No person shall be granted any land for cultivation of a "Vegetable Block" unless and until he shall have produced, to the satisfaction of the Collector, a security or a surety for Rs. 1,000/- for due observance of these conditions. The Collector shall retain the security and shall refund it to the grantee only if, on the termination of his Ghair Khatedari tenancy, he shall have duly observed to his satisfaction all the conditions of this statement.

#### **19. Grant to agriculturists only.**

- Grants of vegetable blocks shall be made, as a rule, to agriculturists only, except where such agriculturists are not available, but in that case the grant shall be made with the permission of the Commissioner and only if the grantee pays to the Collector in advance a cash security of Rs. 1000/-, which sum shall be retained by the Collector till the grantee has acquired Khatedari right, as security for not keeping the lands fallow and for not using the lands for raising crops or putting it to any use other than that of producing vegetables or planting of fruit trees to the extent permitted under condition 21 of this statement.

## **20. Construction of building and production of crops.**

- The grantee of a vegetable Block may reserve from his grant in an area of one bigha for construction of a tank and building (for his own residence and sheds for cattle) and may, in addition, utilise not more than 1½ bighas for cultivation and production of cereals and fodder crops.

## **21. Area to be exclusively reserved for production of vegetables.**

- The grantee of a vegetable block shall be and remain bound to cultivate and produce vegetables in an area not less than 10 bighas of his grant, but the tenant shall be permitted to plant in this area fruit trees of small size, such as Papayas, Melons, Oranges and other trees of citrus variety along the Batbandi line of each Killa of the land and larger fruit trees, like mangoes, Mulberry, Jamun, Kamrkh, Plantains, Keronda, along the outer compound wall of his holding. Sugarcane, Singhara and Melons shall not be deemed to be vegetable for the purpose of this condition and cultivation thereof in the land shall be strictly prohibited.

## **22. Improved seed to be used.**

- The grantee shall be and remain bound to use only improved seeds and to purchase them either from only Agriculture Department and its agencies or from such firm or firms as may be recommended or approved by it and shall follow its instruction in selection of the seeds, their culture and manuring.

## **23. Fencing.**

- The grantee shall be bound to put up a barbed wire fencing around the grant within three months from the date of the commencement thereof. General Covenants Applicable to Grantees of Both Orchard and Vegetable Blocks

## **24. Free technical advice.**

- The grantee shall be entitled to free technical advice of the Horticulture or Agriculture Department as the case may be.

## **25. Alienation.**

(1) No grantee shall sublet or transfer any land of his grant during the period of his Ghair Khatedari tenancy. (2) Upon a Sanad for conferment of Khatedari rights having been granted, the grantee shall have full rights of transfer in respect of the land subject to the condition that the transferee or any subsequent transferee shall be bound not to use the said lands for any purpose other than that for which the grant was made to the original grantee and that he shall be deemed to have entered into a covenant with the Government for the due observance and performance of the conditions of this statement.

## **26. Construction of tank.**

- The grantee shall within one year from the date of the flow of perennial supply of water in the canal, construct on his lands a Pucca Tank not less than 20 ft. square and 5 ft. deep. Penalties

## **27. Unauthorised use of land.**

- If the lands of any grant or any part thereof are used, either before or after the acquisition of Khatedari rights, for any purpose other than that for which they were originally granted, the Collector may resume the grant. and eject the grantee without payment of any compensation.

## **28. Failure to construct fencing and tank.**

- Failure to construct a barbed-wire fencing, a Pucca compound wall or a tank within the prescribed time shall be deemed to be a breach of the conditions of this statements and shall render the grant liable to resumption without payment of any compensation: Provided that instead of resuming the grant the Collector may get the fencing, compound wall or tank constructed by such agency as he thinks fit and the grantee shall be bound to pay the cost thereof, which shall be realisable as an arrear of land revenue in advance or with the next instalment of rent or land revenue, as the Collector may order: Provided further that the Collector shall levy a "Tawan" at the rate of 8 annas per square of 25 bighas of land per day on all payments under this condition, which become overdue, and such Tawan shall be liable to be recovered in addition to any other penalty to which the grantee may become liable under these conditions or otherwise.

## **29. Non-observance of conditions.**

- If the grantee-(1) fails to plant an orchard, or (2) replant, after acquisition of Khatedari rights, an orchard within three years of its having ceased to exist for any reason whatsoever, or (3) ceases, before or after the acquisition of Khatedari rights, to cultivate with Vegetables the lands of a vegetable block or (4) fails or neglects to perform or observe the conditions, in whole or part, of this statement the Collector may cancel the tenancy, eject the tenant forthwith and resume the site without payment of any compensation: Provided that the Collector may require the next allottee to pay the grantee ejected, as a pre-requisite condition to the re-allotment, such compensation for buildings constructed and trees planted as the said Collector may determine and the award of the Collector in respect of such compensation shall be final and binding on both the parties.

## **30. Surrender.**

- If the grantee of an orchard block voluntarily gives up or surrenders the grant, the land shall lapse to the Government and no compensation for buildings constructed or trees planted thereon shall be payable to him and if he makes such surrender before any compound wall, tank or buildings are constructed, he shall be liable for payment of rent for a number of years not exceeding ten years from the date of such surrender as the Collector may direct. Statement of Schedule "Fruit and

Vegetable Gardens Conditions, 1955".Provisions of General Colony Conditions 1955 that would be applicable to grants under this statementCondition No. Subject

#### **4. Interpretation of other statement of conditions or written documents.**

#### **5. Registration of Deeds.**

Exceptions and Reservations

#### **6. Selection of Tenants.**

#### **7.**

(1)Mineral Rights.(2)Areas excluded.

#### **8.**

(1)Right to Construct or alter a water-course.(2)Right to create a Right of way and construct village roads.Grant of interest in land

#### **12. Grant to include easements etc.**

#### **13.**

(1)Tenants right on product of land.Obligations of a GranteeGeneral Covenants Applicable to all Classes of Grantees

#### **14.**

(1)Regular payment of Government dues.(2)Government to prescribe rent and land revenue.(3)Outgoings and payments by way of land revenue.

#### **15.**

(1)Nazrana and Purchase price.(2)Payment of Nazrana in instalments.(3)Default of Nazrana instalments.(This would be applicable to grant of vegetables Blocks only).

#### **16. Time and place of payments.**



**17.**

(1)Use of land.(2)Against injury to reserved rights.(3)Entry of Government Officers.(4)Public Rights and Easements.(5)Boundary Marks.(7)Surrender for public purpose etc.(8)Power to resume lands for roads and Railways.(9)Exchange of tenancy.

**19.**

(1)Residence in Estate.

**20.**

(1)Injury to land.(5)Construction of water-courses-Restrictions on(6)Rectangulisation of Fields.(7)Survey and demarcation of land.(8)Construction of water-courses, culverts, bridges and roads.