

# **The Rajasthan Colonisation (Temporary Cultivation Leases) Conditions, 1955**

RAJASTHAN

India

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### **Rule**

### **THE-RAJASTHAN-COLONISATION-TEMPORARY-CULTIVATION-LEASES of 1955**

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The Rajasthan Colonisation (Temporary Cultivation Leases) Conditions, 1955Published vide Notification No. F 6 (224) Revenue A/55, dated 28-8-1956 - Rajasthan Gazette, Part 4-C, dated 20-9-1956In 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 the purposes of grant of land for leases for temporary cultivation 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.

#### **1. Short title.**

- This statement of conditions may be called the Rajasthan Colonisation (Temporary Cultivation Leases) Conditions, 1955.

#### **2. Application of Act.**

- This statement is issued subject to the provisions of the Rajasthan Colonisation Act, 1954 so far as they are applicable thereto.

### 3. Selection of tenants.

- No person shall be entitled as of right to receive a lease and the Government hereby reserves to itself and retains an absolute discretion in the selection of the tenants or lease-holders for the land referred to in this statement.

### 4. Interpretation.

- In this statement of conditions unless there is anything to the contrary in the subject or context:-(a)"The Act" means the Rajasthan Colonisation Act, 1954 as in force for the time being;(aa)[ "Joint family" means Undivided Hindu Family and shall include in the case of other persons a group of unit the members of which are by custom or usage joint in estate or residence.] [Added by Notification dated 21.05.1971-Rajasthan Gazette, dated 20.04.1972.](b)"The date of commencement of the lease" shall, unless provided otherwise in the order sanctioning the lease, means the date on which the initial order sanctioning the lease was made over to the lessee by way of a Ghair Khatedar tenant;(c)"Government" means the Government of Rajasthan and shall be deemed to include the successors and assigns of that Government;(d)"Government land" shall mean all unoccupied lands and lands held under temporary cultivation lease or leases granted for a specific period or under specific conditions if such period has expired or its conditions have not been duly fulfilled and shall also include common village lands, Birs, Paitans and areas reserved for forest or other Government purposes; [but shall not include unoccupied lands, reserved for industries, abadis and other purposes in the Bhakra colony.] [Inserted by Notification dated 21.12.1964-Rajasthan Gazette, dated 11.03.1965.](e)"Colonisation Tahsildar" means the Revenue Officer-in-charge of the Colonisation Thsil in which the land is situated and includes [x x x] [Deleted by Notification dated 21.05.1971-Rajasthan Gazette, dated 20.04.1972.] an officer to whom the powers and functions of a Colonisation Tehsildar have been delegated.(f)[ "Tenant" means any person holding land in a colony and includes his predecessors and successors in-interest and transferees; and] [Substituted by Notification dated 21.05.1971-Rajasthan Gazette, dated 20.04.1972.](g)"herein contained" mean a condition or provision contained in this statement of conditions;(h)"Village road" shall mean and include both inter and intra village roads as defined in the Rajasthan Colonisation (General Colony) Conditions, 1955.(i)"Irrigation Officer" means such officer of the Irrigation Department as may be duly authorised to deal with any matter mentioned in the terms or conditions of a lease;(j)"Kharif and "Rabi" crops mean the crops generally sown and harvested in the Kharif and Rabi seasons respectively;(k)"the Kharif season and the Rabi season" mean the season of approximately six months each generally known as the Kharif and Rabi seasons, respectively, and should any question arise whether any crop is a Kharif or Rabi crop or whether the date on which anything has been done or should be done falls in one season or other, the question shall be decided by the Collector, whose decision shall be final;(l)"The Land" and the "Said Land" shall, so far as a separate lease is concerned, be deemed to apply to and designate the lands included in that lease.(m)"Minerals" include all substances of a mineral nature which can be [won] [Substituted by Notification dated 21.05.1971-Rajasthan Gazette, dated 20.04.1972.] from the earth, such as coal, earth oil, gold-washings, stones and forms of soil which can be used for a profitable purpose on removal, whether existing on, over or below the surface of the land.(n)[ "Landless tenant" means a bona fide agriculturist by profession who cultivates or can reasonably be expected

to cultivate land personally and does not hold any land or holds less than 25 bighas of irrigated or 50 bighas of un-irrigated land under proprietary, Mauroosie or Khatedari rights or in any other capacity, in his own name or in the name of any member of his joint family: [Substituted by Notification dated 07.05.1970-Rajasthan Gazette, dated 07.05.1970.] Provided that the land held by such person on the date of application for allotment for temporary cultivation together with land, if any, disposed of by such person or by any member of his joint family by transfer or otherwise at any time after the 31st day of March, 1955, does not exceed 25 bighas of irrigated or 50 bighas of un-irrigated land under the aforesaid tenures or tenancy: [Provided further that a released Sagri as certified by the Sub-Divisional Officer will be treated as landless tenant of that village. Explanations. - [1] For the purpose of this proviso "Sagri" means the bonded labourer as defined in the Bonded Labour System (Abolition) Act, 1976 (Central Act 19 of 1976). [2] For the purpose of these conditions one bigha of irrigated land will be reckoned to be equal to two bighas of un-irrigated land and vice versa]. (o) [ "Schedule" means a Schedule appended to these Conditions. ] [Substituted and added by Notification dated 07.05.1970-Rajasthan Gazette, dated 07.05.1970.] (p) [ "Command Land" and "Un-command Land" mean land shown as such by the Irrigation Department of the State Government in its statements of command land and un-command land respectively. ] [Added by Notification dated 20.06.1970-Rajasthan Gazette, dated 16.07.1970.] (q) [ "Colonisation Tehsil" means the area declared as such by the State Government, and where such area has not been declared, shall mean the concerned "Revenue Tehsil" constituted under section 15 of the Rajasthan Land Revenue Act, 1956 (Rajasthan Act No. XV of 1956) and the phrase "Colonisation Tehsildar" shall mean the Colonisation Tehsildar placed in charge of such a Tehsil. ] [Added by Notification F. 3(216) Revenue/Col./78, dated 08.11.1982 - Rajasthan Gazette, Part IV-(C), dated 18.11.1982, page 513..]

## 5. Exceptions and reservations.

- The lease shall be subject to the following exception and reservations and the Government hereby absolutely except and reserves to itself out of land in respect of the lands, - (1) All existing rights to and over all mines, minerals, quarries in or under the said lands or any part thereof together with all easements thereto for enjoyed by the Government in respect of the said lands or any part thereof, and no grant, unless it is otherwise specifically provided, shall be interpreted as creating or transferring any rights in minerals whatsoever, but such rights shall be deemed to have been expressly excepted and reserved to the Government with liberty to search for, work and remove any minerals existing on, over or below the land to which the grant relates in as full and ample a way as if the grant had not been made; and for the full discovery, enjoyment and use of the rights in minerals so reserved, it shall be lawful for Government through its authorised agents or assigns or for any Officer of the Government duly authorised in that behalf to enter upon the land and occupy it temporarily. (2) Areas excluded. - All rivers and streams and canals, water-courses and drainage, channels excavated or otherwise utilised therefor, together with their beds and banks and all grounds situated in the said lands or any part thereof as are of may be marked out as or for any distributary channels or channel. (3) All public thoroughfares existing on the land at the time when the lease is sanctioned together with any road or path, up-to the width of 4 Gathas, which, though not yet made, have been marked out upon the grounds or delineated in the plan or plans kept in the office of the Collector or the Colonisation Department. (4) Right to Construct or alter a water course.

- The right to construct a water-course or alter an existing water-course, whenever this may be considered desirable, by the Collector after consultation with the Divisional Irrigation Officer.(5)Right to create a Right of way and construct village roads. - The right to create or reserve a right of way, in favour of the Government or any person or persons or any class of persons or of the public generally and the right to construct inter or intra village roads, through or across the said lands or any part thereof, and not over a strip exceeding at any point 4 gathas in width, as the Collector may, from time to time, in public interest or for the benefit of any or all land-holders of the village or chak or for the protection and maintenance of any property or exercise of any right reserved to the Government, consider desirable and may by an order in writing, direct.

## **6. [ Procedure of leases. [Substituted by Notification dated 07.05.1970-Rajasthan Gazette, dated 07.05.1970.]**

(1)For the purposes of giving out temporary lease of Government land, the Colonisation Tehsildar shall fix dates for allotment for each village on the conditions set forth in this statement and shall notify the same in the village concerned as also in the village adjoining thereto by affixing a notice thereof at a conspicuous place in each such village by beat of drum, not less than ten days before the date fixed for allotment. He shall fix a copy of such notice on the notice Board of his own office within the same period and shall also send copies thereof to the following authorities for being affixed on the Notice Boards of the respective offices at-least ten days before the date fixed for allotment:-

- 1. Collectors of all the Districts in the State,**
- 2. Sub-Divisional Officers (Revenue) and the Assistant Colonisation Commissioner having jurisdiction,**
- 3. Colonisation Tehsildar (Revenue) of the village concerned,**
- 4. Pradhan of the Panchayat Samiti concerned, and**
- 5. Sarpanch of the Gram Panchayat concerned.]**

(2)Temporary leases may be made for a period not exceeding five years at a time [except in case of Mahi Project Area, where such period shall not exceed one year at a time] [Deleted and added by Notification dated 21.05.1971-Rajasthan Gazette, dated 20.04.1972.] subject to the following conditions:-(i)No Malkhana shall be charged in respect of lands that are at present classed as Barani, but will in due course come under lift irrigation by the Rajasthan Canal, till the area actually comes under irrigation.(ii)[ x x x] [Deleted and added by Notification dated 21.05.1971-Rajasthan Gazette, dated 20.04.1972.](iii)When areas coming under lift or flow irrigation are irrigated, the rate of Malkhana to be charged from the temporary cultivation lease holders shall be [Rs. 8/-] [Substituted by Notification dated 08.03.1976-Rajasthan Gazette, dated 08.03.1976.] per bigha, if the land is irrigated and [Re. 1/-] [Added by Notification dated 13.03.1976-Rajasthan Gazette, dated

13.03.1976.] per bigha, if it is Barani.(iv)[ No surcharge under the Rajasthan Land Revenue (Surcharge) Act, 1960, shall be levied on any Malkhana payable under this sub-condition in respect of any land allotted up-to the ceiling limit] [Added by Notification dated 28.03.1972-Rajasthan Gazette, dated 31.03.1972.]:Provided that Malkhana as indicated above shall be payable in addition to the normal land revenue assessment.[Provided any malkana paid by Ghair Khatedar will not be refunded.] [Added by Notification No. F. 4(3) Col./85, G.S.R. 22, dated 17.5.96-Rajasthan Gazette Extraordinary, Part IV-C(i), dated 7.6.96, page 39(3), w.e.f. 18.11.1978 = 1996 RSCS/Part II/page 265/H. 343.](3)[ Allotment shall be made to applicants who upon scrutiny of their applications are found eligible for allotment under these [conditions] [Substituted by Notification dated 07.05.1970-Rajasthan Gazette, dated 07.05.1970.] in order of priority as laid down in condition No. 7. [The Government land available for allotment for temporary cultivation shall be allotted by drawing lots among applicants belonging to each category in the aforesaid order of priority] [Inserted by Notification dated 02.06.1970-Rajasthan Gazette, dated 02.06.1970.]. The lots shall be drawn in the manner prescribed in Schedule 1] [Added by Notification dated 27.08.1976 - Rajasthan Gazette, dated 02.09.1976.]:[Provided that if a particular plot of land had been leased out in 1969 for temporary cultivation to a Landless Tenant residing since before 1-4-1955 in a village [x x x] [Substituted by Notification dated 01.08.1970-Rajasthan Gazette, dated 01.08.1970.] in which the plot of land is situated, such plot may be re-allotted to him without drawing of lots:][Provided further that if plots of land up to 10 bighas in area are available for allotment, the same shall be allotted to the extent permissible under these conditions to landless tenants holding land adjacent to such plots, with the assistance of the Advisory Committee without drawing lots. If there are more than one applicant for the same plot allotment shall be made by drawing lots among the applicants belonging to the same category:] [Inserted by Notification dated 02.06.1970-Rajasthan Gazette, dated 02.06.1970.][Provided also that the tenants whose land falling in the Rajasthan Canal Project Colony Area has been acquired for any public purpose and who have not been given any land in exchange or in lieu of compensation for the land so acquired, may subject to availability of land in the same Colonisation Tehsil, be allotted Government land without drawing lots, to the extent they are eligible for allotment of land as landless tenants under these conditions.] [Added by Notification dated 20.06.1970-Rajasthan Gazette, dated 08.07.1970.]Explanation. - Non-payment of Government dues without sufficient reasons insolvency, being in possession of 25 bighas or more of irrigated or 50 bighas or more of un-irrigated land by way of a tenure, tenancy or a temporary cultivation lease or being a shareholder and copartner in a similar tenancy or having become landless by transferring his tenure and after 31st March, 1955 or not being a permanent resident of Rajasthan, shall be deemed to be a valid reason for purposes of this condition for not giving a lease.(4)[ For deciding eligibility of an applicant for allotment of land under these conditions, the Colonisation Tehsildar shall take assistance from an Advisory Committee consisting of:-(i)the member of the Rajasthan Legislative Assembly in whose constituency the land is situated;(ii)the Pradhan of the Panchayat Samiti in whose jurisdiction the land is situated or a nominee of such Samiti;(iii)the Sarpanch of the village Panchayat is whose jurisdiction the land is situated; and(iv)the Vikas Adhikari of the Panchayat Samiti in whose jurisdiction the land is situated.](5)The Colonisation Tehsildar shall give to the members of the Advisory Committee at least one week's notice of the date of the meeting of the Committee:Provided that if any member of the Advisory Committee fails to attend on the date fixed and intimated to him, the Colonisation Tehsildar may carry on the work of [Scrutiny for deciding eligibility of applicants] [Substituted by Notification

dated 07.05.1970-Rajasthan Gazette, dated 07.05.1970.] in consultation with such members as attend the meeting.(6)[ The work of scrutiny of applications with the assistance of the Advisory Committee and drawing of lots shall be carried out at the Head Quarters of the Colonisation Tehsil concerned or at any other suitable place and at such time as may be specified in the notice issued under clause (1).] [Substituted by Notification dated 07.05.1970-Rajasthan Gazette, dated 07.05.1970.](7)If there is a difference of opinion between the members of the Advisory Committee and the Colonisation Tehsildar, the latter shall refer the matter to the Collector whose decision shall be final.

## 7. Persons eligible.

- The following persons shall be eligible to apply for grant of agricultural land on lease under Condition No. 6, and allotment will be made to them in the order of priority given below :-(i)[ landless tenants who have been residing in the same village in which the land for allotment lies, continuous since before the 1st day of April, 1955.] [Substituted by Notification dated 07.05.1970-Rajasthan Gazette, dated 07.05.1970.](ii)[ A person with qualification as in (i) but residing in an adjoining village of the same Colonisation Tehsil.] [Inserted by Notification F. 3(216) Revenue/Col./78, dated 08.11.1982 - Rajasthan Gazette, Part IV-(C), dated 18.11.1982, page 513.](iii)A person with qualification as in (i) but residing in a village coming within the Rajasthan Canal Project in the same Colonisation Tehsil.(iv)A person with qualifications as in (i) but residing in a village outside the Rajasthan Canal Project, but within the same Colonisation Tehsil.(v)A person with the qualifications as in (i) but residing in a village of the same district.(vi)[ xxx] [Deleted by Notification dated 21.05.1971-Rajasthan Gazette, dated 20.04.1972.](vii)[ a person with qualifications as in (i) residing in any part of Rajasthan.] [Substituted by Notification dated 03.10.1961-Rajasthan Gazette, dated 14.12.1961.][However in Mahi Project Area the following persons shall get priority in allotment of Government land over the persons as mentioned above in the order mentioned hereunder :-(a)Oustees of Mahi command;(b)Landless Tenants of Scheduled Castes and Scheduled Tribes of the same village;(c)Landless Tenants of Scheduled Castes and Scheduled Tribes of the same Colonisation Tehsil;(d)Landless Tenants of Scheduled Castes and Scheduled Tribes of the same District; and][Provided that each applicant shall have to deposit with the Colonisation Tehsildar along-with his application security deposit @ Re. 1/- per Bigha of land applied for; this amount may be forfeited if the applicant refuses to accept allotment of land which may be made in his favour under these Conditions;] [Substituted by Notification dated 07.05.1970-Rajasthan Gazette, dated 07.05.1970.][In case the land is allotted by drawal of lots and the applicant does not want to keep the same and declares his intention in writing to the allotting Authority within 15 days of the order of allotment, such forfeiture shall not take place] [Deleted and added by Notification dated 21.05.1971-Rajasthan Gazette, dated 20.04.1972.]:Provided further that a landless tenant who holds less than 25 bighas of irrigated or 50 bighas of un-irrigated land will be eligible for allotment of so much land as may make his total holding 25 bighas of irrigated or 50 bighas of un-irrigated land.[Explanation. - When land is held jointly by two or more persons as members of a Joint family or as co-tenants, each one of them, shall be deemed to be a holder of so much area of a land to which he may be entitled upon a partition.] [Substituted by Notification dated 21.05.1971-Rajasthan Gazette, dated 20.04.1972.]

**7A. [ Form of Application and authority to whom application to be made. [Substituted by Notification dated 21.05.1971-Rajasthan Gazette, dated 20.04.1972.]**

- All applications for allotment of land under these conditions shall be made in the form given in Schedule II duly supported by an affidavit, to the Colonisation Tehsildar concerned: Provided that a person shall not apply for allotment at more than one village at a time.] [Added by Notification dated 21.05.1971-Rajasthan Gazette, dated 20.04.1972.]

**8. [ Extent of allotment. [Substituted by Notification dated 07.05.1970-Rajasthan Gazette, dated 07.05.1970.]**

- Maximum area of land which may be allotted to an applicant shall not exceed 25 bighas of irrigated or 50 bighas of un-irrigated land inclusive of the area of land which he or any member of his joint family might have transferred since the 31st day of March, 1955 as also the land actually held by him if any. Illustration. - P is an applicant, who holds 10 bighas of irrigated land but had, disposed of another 10 bighas of irrigated land after the 31st day of March, 1955 out of his holding of 20 bighas. Now he may be allotted land to the maximum extent of 5 bighas only.] [Substituted by Notification dated 07.05.1970-Rajasthan Gazette, dated 07.05.1970.]

**8A. [ Allotment by Government in special cases. [Added by Notification dated 20.06.1970-Rajasthan Gazette, dated 16.07.1970.]**

- Notwithstanding anything to the contrary contained in these rules, the State Government may make allotment of Government land under these conditions to any person as a special case, without drawing lots.]

**8B. [ Special provisions regarding Allotment to Scheduled Castes and Scheduled Tribes. [Added by Notification dated 28.09.1970-Rajasthan Gazette, dated 29.09.1970.]**

(1) Notwithstanding anything to the contrary contained in these conditions, the State Government may order the allotting authorities that for a particular period which shall not exceed one year at a time, the allotment under these conditions shall be made only to the applicants belonging to Scheduled Castes and Scheduled Tribes or any other Categories of landless tenants and during that period the allotment shall be made by the allotting authorities only to such applicants if they are otherwise eligible for the same under these conditions but the priorities inter se between the applicants of Scheduled Castes and Scheduled Tribes shall be the same as already provided in the conditions.]

## **9. Advance to be held as security.**

(1) No person shall be allotted land under this statement unless and until he shall have paid to the Government [the lease amount in advance] [Substituted by Notification dated 02.09.1958-Rajasthan Gazette, dated 18.09.1958.] for a reliable surety or security for an equal amount. [xxx] [Omitted by Notification dated 02.09.1958-Rajasthan Gazette, dated 18.09.1958.](2) [Such surety shall be to the satisfaction of the Colonisation Tehsildar for regular and timely payment of the amounts due to Government under these conditions and whenever the Colonisation Tehsildar may require him to do so such person shall replace the original surety by a new one to the satisfaction of the Colonisation Tehsildar.] [Substituted by Notification dated 02.09.1958-Rajasthan Gazette, dated 18.09.1958.]

## **10. Rights of the tenant.**

- Except as otherwise provided the lease shall be deemed to include the exercise and use of all rights, easements and appurtenances belonging and appertaining to the land and the tenant may take to himself all natural products growing on the surface of the land: Provided that:-(i) Trees and Brushwood. - If the land leased was unoccupied and had not been under cultivation before the commencement of the lease and to reclaim and make it fit for cultivation it is necessary for the tenant to clear off the trees and brushwood growing thereon the tenant may, with the previous permission of the Sub-Divisional Officer, cut and remove such of the trees and brushwood, as the said Sub-Divisional Officer may determine to be absolutely necessary to render the land fit for cultivation; (ii) if any land has already been cultivated before the commencement of the tenancy, the tenant shall not cut, without the previous permission of the Sub-Divisional Officer any tree standing on the land at the commencement of the tenancy. (2) After obtaining permission under the above provisos the tenant shall cut the trees in such manner as to leave standing on the land five times as many trees as there are killas or Bighas in the land. The trees to be so left standing shall be mature ones and will as far as possible be left on or along the Batbandi line of each killa or along the water-course of the land. (3) After obtaining permission under the above provisos if required, the tenant shall pay to Government such value of the trees and brushwood existing on the land at the commencement of a tenancy as may be determined by the Sub-Divisional Officer or the Collector, as the case may be, and such sum shall be paid either in advance or in equal half-yearly instalments during the term of the tenancy, the first instalment being payable with the first instalment of lease money. (4) Any tree not cut before the expiry of the term of the tenancy and any tree or trees cut but still lying on the land when the period of the tenancy expires shall be the property of the Government.

## **11. Improvements.**

- The tenant may construct such temporary buildings and similar improvements as may be necessary for purpose of cultivating the land to best advantage.



## **12. [ [Omitted by Notification dated 02.09.1958-Rajasthan Gazette, dated 18.09.1958.]**

[x x x]

## **13. Time and place of payments of lease money.**

- The tenant shall make payments of all instalments of his lease-money, [x x x] [Deleted by Notification dated 21.05.1971-Rajasthan Gazette, dated 20.04.1972.] and water rate on or before the date on which instalments of rent or land revenue in the Colonisation Tehsil in which the land is situated, are payable and such payments shall be paid during working hours at the nearest Government treasury or sub-treasury and to such person or persons and at such times and places as the Government or the Collector may, from time to time, appoint.

## **14. Use of land.**

- The tenant shall occupy the land within one month of the date on which the [Allotment has been made] [Substituted by Notification dated 02.06.1970-Rajasthan Gazette, dated 02.06.1970.] and thereafter level and sow during each cultivable season with a canal irrigated crop in not less than half of the land, if the said land is irrigated, or the whole of it with an un-irrigated crop if the land is Barani:[Provided that in the areas of Rajasthan Canal Project and Lift Irrigation Scheme such sowing in an irrigated land shall not be necessary in a particular cultivable season in which canal water is not make available for it and the tenant has also not sown it for want of rain.] [Added by Notification dated 25.09.1972-Rajasthan Gazette, dated 16.11.1972.]

## **15. Harm or damage to land.**

- The tenant shall not use the land or any part thereof in a manner liable to harm it or lessen its value or use, cultivate or manage the land in any way liable to make it unfit for agricultural purposes or do or suffer to be done any act inconsistent with or injurious to any of the rights expected and reserved to the Government.

## **16. Restriction on assignments.**

- The tenant shall not sub-let assign or transfer by mortgage, gift or otherwise or part with the land or any part thereof in any manner whatsoever or have its Khudkasht through labour hired by way of share in crops.

## **17. General Covenants.**

- The tenant shall be and remain bound by the following obligations and shall be deemed to have entered into a covenant for their due performance or observance :-(1)Entry of Government officers. - To permit without let or hindrance all officers or servants of the Government and all other persons

duly authorised by Government in that behalf to enter the land or any building thereon at all times and do all acts and things necessary for or incidental to-(a)the purpose of enforcing compliance with any of the terms or conditions of the grant, or of ascertaining whether they have been duly performed or observed, or(b)any purpose connected with full enjoyment discovery and use of the rights reserved to the Government:Provided that no residential building shall be so entered except at a reasonable time and after twenty-four hours notice.(2)Public rights and easements. - Not to interfere with the lawful use by the public and land holders of the village or chak of any thoroughfare on the land to which the grant relates or with the exercise by any third person of any rights and easements existing thereon at the time of the grant or which the grantee is bound by the terms of the grant to create or allow.(3)Boundary Marks. - At his own cost, when so required by the Collector, to erect permanent marks on the lands hereby leased, demarcating correctly the boundaries and limits thereof and at all times maintain the same in good repair in accordance with any directions from time to time issued by the Collector.(4)Disclosure of information. - To disclose by written acknowledgement to the officer authorised to grant the lease when it is applied for-(i)if he is in the service of the Government; or(ii)if the or any member of his family or any of his co-sharers in any other tenancy has previously received from the Government any lease or grant of land; and(iii)such other information or in-formations as the Government may from time to time in the rules prescribed for grant of lands to which this act has been applied require to be disclosed.Explanation. - In this clause expression "member of his family" mean the wife or any decedent of the grantee or of his paternal grand father or father, and such other person, who is or has been a member of the joint family of the grantee on or at any time after 31st December, 1947.(5)Construction of Water-courses Restrictions for. - Not to construct or alter any canals, water-courses or drainage channel upon the land without the permission of a competent [Irrigation Officer] [Substituted by Notification dated 02.06.1970-Rajasthan Gazette, dated 02.06.1970.].(6)Rectangulraisation of fields. - To carry out at his own cost Batbandi of his fields for purposes of rectangulraisation thereof.(7)To pay such amount towards the cost of the survey and demarcation of the land of the village or chak as the Collector or [Irrigation Officer] [Substituted by Notification dated 02.06.1970-Rajasthan Gazette, dated 02.06.1970.] may determine whether the cost has already been incurred at the time of lease or may be incurred thereafter.(8)Construction of Water-courses, culverts, bridges etc. and roads. - When called upon by the Collector:-(a)to construct at his own expense any water-course on the chak in which the land is situated and from which a supply of water is available for the land, or any road, path, culvert or bridge, necessary for the general convenience of the landholders of the chak or village in which the land is situated, and to maintain them in good repairs, or(b)to pay such amount towards the cost of the construction and maintenance as the Collector or [Irrigation Officer] [Substituted by Notification dated 02.06.1970-Rajasthan Gazette, dated 02.06.1970.] may determine, whether the cost has already been incurred at the time of grant or may be incurred thereafter,(c)when the grantee fails to construct or maintain in good repairs any water-course, road, path, culvert or bridge, the Collector may after 15 days notice to him, get the said watercourse, road, path, culvert or bridge, constructed or repaired departmentally or through a contractor or through such agency as he deems fit and recover the cost thereof from the grantee as arrears of land revenue.

## **18. Surrender.**

(1) In either of the following events:-(a) if the land or any portion thereof is at any time before the expiry of the lease period required for any public purpose or for the construction repairs and maintenance of Railway and roads or any work connected therewith or for permanent allotment to any other tenant or for reclamation operations or for the exercise of mineral rights herein excepted and reserved to the Government, or (b) if it should be found that the whole or any part of the land has already been allotted or demised to any third person, the tenant shall, within 30 days from the issue of notice by the Collector, peacefully surrender the whole or so much of the land as may be required on demand by the Collector or by the previous grantee, as the case may be. (2) The tenant shall, on demand by the Collector, for purposes of rectangulaisation of fields, consolidation of holdings or propagation of an improvement scheme, peacefully surrender wholly or in part or exchange it elsewhere as nearly as may be equal in value to the land surrendered and on the same terms and conditions, the said terms and conditions to apply in like manner as if the land taken in exchange has been originally leased. (3) A tenant shall at the expiry or termination of the tenancy leave the land and surrender it peacefully to Government and during the concluding season of the tenancy shall not sow any crop of the succeeding season but shall permit any person duly authorised by the Collector to cultivate crops on the said lands. (4) No compensation shall be payable to the tenant for any surrender under this condition but no lease-money or other outgoings shall be chargeable from him according to the area of the land surrendered.

## **19. Determination of tenancy.**

- In the following events:-(i) If the tenant commits any breach of or fails to perform any terms and conditions of the tenancy or suffers or permits such breach or non-performance, or (ii) if the tenant is declared insolvent, or (iii) if the tenant is from the commencement, or becomes during the continuance, of the tenancy a Benamidar, holding the lease wholly or partly on behalf of, or paying the profits wholly or partly to, an undisclosed beneficiary, or (iv) if the tenant makes a default in the timely payment of any sum of money due to Government in connection with the land included in the tenancy or any other land belonging to the defaulter, (v) if the tenant wilfully causes a breach of the canal or distributory or commits a gross and repeated encroachment or trespass on any of the areas reserved for village forest, Charagah or un-allotted village site and on any public roads or thorough-fare. The Collector may at any time terminate the lease and thereafter re-enter upon the land, in which case the tenant shall nonetheless make all the payments which would be otherwise [due from him for the period of his tenancy] but shall be entitled to a deduction or refund thereof out of any sum which the Government may receive from any other tenant in respect of the land for any portion of that period, but shall not be entitled to any excess: Provided that such termination of the tenancy shall not prejudice any right of action or remedy of the Government in respect of any antecedent breach of these conditions by the tenant: Provided further that where any breach of condition is of a nature of an omission to do or perform any act and any such act can be done or performed through departmental agency, the Collector may, at his discretion, and without prejudice to any other rights conferred on the Government or any other action taken against the defaulter under the Act or this statement, order that the said act be got done or performed departmentally and recover the cost incurred thereon from the tenant as arrear of land revenue.

## **20. Notice by tenant.**

- The tenant may determine the tenancy at the end of any Rabi or Kharif season, by notice given in writing to the Collector in the manner provided hereunder:-(i)if the tenancy is to be determined at the end of the Rabi season, by notice given not later than the fifteenth day of January;(ii)if the tenancy is to be determined at the end of the Kharif season, by notice given not later than the first day of June.

## **21. Compensation.**

(1)No compensation or claim for improvement shall be payable by Government to the tenant or another tenant to whom the land may be allotted thereafter in respect of the exercise of any of the rights reserved in these conditions or on the termination of the tenancy or on the surrender of any part of the land except such compensation as may be assessed by the Collector for actual damage caused to any property of the tenant by an act or negligent omission of any person duly authorised to enter the land in exercise of the mineral rights reserved to Government; provided that the tenant may remove any structure and take away its material and, if so required by the Collector, pull down or remove any such structure and deliver the land in a level state and as in its former condition.(2)On exchange no compensation shall be payable to the tenant if the land allotted in exchange is of a lesser value than the land resumed from him. A proportionate reduction may, however, be made by the Collector in the lease amount to be paid by the tenant as the Collector may consider to be equitable.(3)Decision of Collector final. - The decision of the Collector as to whether any damage has been occasioned to the grantee and, as to the amount of compensation to be paid shall be final and binding upon the parties and each of them.(4)Grantee to be heard. - When any claim for compensation arises the officer assessing the amount of the compensation shall give the tenant an opportunity of being heard.(5)Government dues to be realised from compensation. - When any sum becomes due to the tenant by way of compensation, any money due to Government in respect of the grant shall be deducted therefrom; and if Government has any unsettled claim against the tenant, the sum due by way of compensation may be withheld until the claim is settled.

## **22. Arbitration.**

(1)If any dispute arises which is in any way connected with or arising out of the conditions of tenancy, or the meaning or operation of any part thereof the rights, duties or obligations of Government or tenant then save in so far as the decision of any such matter has been hereinbefore provided for and has been so decided, every such matter shall be referred to the arbitration of the Commissioner including the following questions:-(a)Whether any other provision has been made in this statement of conditions for the decision of any matter and if such provision has been made, whether it has been finally decided accordingly; and(b)Whether that tenancy should be terminated or has been rightly terminated, and what are the rights and obligations of the parties as the result of such termination.(2)The decision of the Commissioner shall be final and binding; and when any of the matters above mentioned involves a claim for or the payment, recovery or reduction of money, only the amount so decided shall be recoverable in respect thereof.

## 23. Exercise of powers.

(1) If there is any Colonisation Officer appointed under that title for the area in which the land is situated, the powers or functions conferred on the Collector by these or any special conditions, shall be exercised by such officer, unless Government otherwise directs. (2) [xxx] [Deleted by Notification dated 21.05.1971-Rajasthan Gazette, dated 20.04.1972.][Schedule] [Added by Notification dated 07.05.1970-Rajasthan Gazette, dated 07.05.1970.][See Condition No. 6] Procedure for Drawal of Lots

### 1. Preparation of lists of Government land. - (1) For the purpose of allotment of Government land for temporary cultivation, the Colonisation Tehsildar shall first of all prepare village-wise lists of Government land available for such allotments, entering, therein-

(a) its Chak number, (b) its Murabba number, (c) whether the land is irrigated or un-irrigated, and (d) whether the land is commanded or not. (2) The land will be listed in the following order:- (i) first of all, the Chaks of the main canal, if any, falling in the village will be enlisted; (ii) then, the Chaks of any branch of the main canal, if any, will be enlisted; (iii) then the Chaks of any distributary, if any, will be enlisted. (3) In a Chak, every Murabba or square will be serially arranged keeping in view its proximity to the outlet or if for any reason (which should be recorded in writing) it is not feasible in the opinion of the Colonisation Tehsildar so to arrange them, then every Murabba or square will be arranged in a serial order starting from the North East corner of the Murabba.

### 2. Preparation of list of eligible applicants. - The Colonisation Tehsildar shall prepare in consultation with the Advisory Committee village-wise lists of eligible applicants of each category in order of priority as laid down in condition No. 7 in the following proforma:-

"(1) Name of village, (2) Name of Colonisation Tehsil,

| S. No. | Particulars of the eligible applicants | No. of priority | Name [xxx] [Omitted by Notification dated 02.06.1970-Rajasthan Gazette, dated 02.06.1970.] of the village in which the applicant applied for allotment. |
|--------|--|-----------------|---|
| 1      | 2                                      | 3               | 4   |

Signature of Colonisation Tehsildar"

### 3. Drawal of lots. - (1) For the purpose of drawing lots, one box of suitable size will be used. This box will contain paper slips bearing the number and names of eligible applicants in accordance with the priority-wise eligibility list. After the Colonisation Tehsildar has satisfied himself that slips in respect of eligible applicants for a particular property have been duly

**prepared, such slips shall be rounded up in the shape of balls and put into the box and thereafter the box shall be turned up and down so that the balls are satisfactorily mixed up.**

(2)The lots will be drawn under the supervision of the Colonisation Tehsildar on the date, time and place as may be specified in the notice issued under clause (1) of condition No. 6.(3)Lots will be drawn by a person selected at random from amongst spectators present on the occasion.(4)Lots will be drawn separately for eligible applicants belonging to the same category in the order of priority laid down in condition No. 7.(5)The balls will be drawn one by one. The balls picked up one after another will be entered in a separate list given below in the order in which they are drawn:-(1) Name of village,(2)Name of Colonisation Tehsil,(3)Date and place,

| S. No.   | Name and particulars of the Successful applicant | Particulars of land allotted       | Signature of the application in token of his acceptance of the land/refusal to take such land | Order of the Tehsildar for leasing outland or for the confiscation the security deposit, if the applicant refuse to accept the land | Remarks |
|----------|--|------------------------------------|---|---|---------|
| Chak No. | Serial No. from the outlet                       | Stone No. of the murabba with area |   |   |         |
| 1        | 2  | 3                                  | 4   | 5   | 6 7 8   |

(6)As soon as a ball is drawn, the first Murabba or part thereof as entered in the list of Government land available for allotment will be recorded in the name of the applicant borne on the slips This process will be continued until all the land available for allotment in the particular village or Chak has been exhausted and recorded in the names of successful applicants.(7)The name of the successful applicant in respect of each Murabba or part thereof will be announced in the presence of the gathering and signature of the drawee will be obtained in the list prescribed in para 5 above in token of his acceptance or non-acceptance of the land so allotted.(8)As soon as draw of lots in respect of a particular village is over, the Colonisation Tehsildar will sign the result of the draw in the aforesaid list and authenticate the same. Thereafter, necessary steps will be taken for issue of temporary cultivation leases after calling for necessary security deposit and compliance with other instructions.

## Schedule 2

Application Form[See Condition No 7-A]ToThe Tehsildar,(Colonisation ),.....Subject.- Application for allotment of Government land for temporary cultivation in village ..... Colonisation Tehsil ..... District .....Sir,(1)The applicant is a bona fide resident of village ..... Colonisation Tehsil..... District..... and has been residing therein continuously since ..... (Date & Year). His village is/is not situated in Rajasthan Canal Project.(2)The applicant is a landless tenant, and holds ..... bighas of land in ..... village (District.....) as Khatedar/on temporary lease. The applicant

or any other member of his joint family has not disposed of/disposed of ..... bighas of land by transfer or otherwise after the 31st March, 1955, the details of which are as follows:-The details of the land transferred after 31st March, 1955.

| Name of village | Name of Colonisation Tehsil | Name of District | Details of land transferred | Quality of land i.e. irrigated or un-irrigated | Date of transfer | How transferred | Remarks |
|-----------------|-----------------------------|------------------|-----------------------------|--|------------------|-----------------|---------|
| 1               | 2                           | 3                | 4                           | 5  | 6                | 7               | 8       |

(3)Neither the applicant nor any other member of his joint family has anywhere else applied for temporary allotment of land nor have been allotted any such land anywhere else.(4)The applicant and/or any other member of his joint family do not hold any land in any capacity anywhere hold land and details of which are as follows:-

| Area of land held | In whose name held  | In what capacity held | Where situated | Whether irrigated or un-irrigated | Whether commanded or un-commanded | Remarks |
|-------------------|---------------------|-----------------------|----------------|-----------------------------------|-----------------------------------|---------|
| Village           | Colonisation Tehsil | District              |                |                                   |                                   |         |
| 1                 | 2                   | 3                     | 4              | 5                                 | 6                                 | 7 8 9   |

(5)The tender receipt for Rs. ....as security deposit is enclosed. This amount may be forfeited if the applicant refuses to accept the allotment of land which may be made in his favour.(6)The applicant, therefore, requests that he may be allotted ..... Bighas of Government land in Village ..... Colonisation Tehsil ..... District ..... which he hereby undertakes personally to cultivate with the labour of his family members and himself and abide by all instructions and the terms, conditions laid down in the Rajasthan Colonisation (Temporary Cultivation Leases) Condition, 1955, as amended from time to time.Signature of Applicant.Affidavit in Support of the ApplicantI ..... son of ..... aged..... years ..... resident of ..... Colonisation Tehsil ..... District..... do hereby make an oath and state as follows on Solemn affirmation:-(1)That I have applied for allotment of land to the Colonisation Tehsildar..... for temporary cultivation in the village..... Colonisation Tehsil..... District.....(2)That the facts contained in paragraph (1) to (6) of the above application which has been written at my instructions, are true to my personal knowledge.(Deponent)VerificationI, the above named deponent ..... do hereby declare on oath that the contents of my affidavit are true as aforesaid; nothing material has been concealed and no part of it is false. So help me God.Deponent