

# **The Rajasthan Land Revenue (Allotment of Land for Agro-Based Export Oriented Produce Purposes) Rules, 1996**

RAJASTHAN

India

## **The Rajasthan Land Revenue (Allotment of Land for Agro-Based Export Oriented Produce Purposes) Rules, 1996**

### **Rule**

### **THE-RAJASTHAN-LAND-REVENUE-ALLOTMENT-OF-LAND-FOR-AGRO-BASED-EXPORT-ORIENTED-PRODUCE-PURPOSES-RULES-1996**

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The Rajasthan Land Revenue (Allotment of Land for Agro-Based Export Oriented Produce Purposes) Rules, 1996 Published vide Notification No. F. 6(18) Revenue/Gr. 6/94/2, Dated 14-3-1996; published in Rajasthan Gazette Extraordinary Part 4-C(1), Dated 16-3-96, page 225(11) Last Updated 22nd May, 2019 G.S.R. 104. - In exercise of the powers conferred by clause (xviii) of sub-section (2) of Section 261 of the Rajasthan Land Revenue Act, 1956 (Rajasthan Act No. 15 of 1956) read with section 101 of the said Act, the State Government hereby make the following rules, namely:-

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

(1) These rules may be called the Rajasthan Land Revenue (Allotment of Land for Agro-based Export Oriented Produce Purposes) Rules, 1996. (2) They shall extend to the whole of the State of Rajasthan. (3) They shall come in to force on the date of their publication in the official gazette.

### **2. Definitions.**

- In these rules, unless the subject and context otherwise requires-(i)'Act' shall mean the Rajasthan Land Revenue Act, 1956 (Rajasthan Act No. 15 of 1956). (ii)'Agro based export oriented produce purpose' shall include establishment of integrated agro-industrial complexes of estates comprising plantation and agro-processing industrial units, composite high technology agricultural projects in

the areas of Horticulture including Floriculture. Medicinal plants and Herbs, Spices and Condiment, Mushroom Culture, Hybrid seed production, Micro-propagation through tissue culture etc. and research and development activities including training.(iii)'High Technology Agricultural projects' shall mean and include use of Green Houses, advanced water conservation devices like sprinklers, drips, pulsators emitters etc. and computerized farm management practices and devices.(iv)'Public purpose' in these rules shall mean all that which is calculated to promote the welfare of the people as envisaged in the Directive Principles of State Policy and shall include provision of allotment of land for agro-based export oriented produce purpose for the welfare of the people of the area.

### **3. Purposes and eligibility of allotment.**

- Land for agro-based export oriented produce purpose or public purpose under these rules shall be allotted only to public, private and joint sector Indian Companies registered under the Indian Companies Act, 1956 (Central Act 1 of 1956) and to State promoted societies registered under the Rajasthan Societies Registration Act, 1958 (Rajasthan Act 28 of 1958) for which an application shall be submitted in Form 'A'. The Company or Society shall have the potential to invest for development of such land. It shall submit its project report, budgetary provision, credit rating, pre-feasibility report and other relevant material in support of its project.

### **4. Identification of waste land.**

- Vacant Government waste land including gair mumkin and ravine land, but excluding forest land, shall be available for allotment. It shall be necessary that such land have the potential for agriculture Land investment is needed to develop such land. Such land shall be identified by the committee constituting of following,-

1	District Collector	Chairman
2	General Manager District Industries Centre	Member
3	District Agriculture Officer	Member
4	Concerned Member of Legislative Assembly	Member

Alist of such lands identified as above shall be prepared.

Explanation 1. - For the purpose of these rules the expression "waste land" means vacant Government land which has never been tilled or has not been tilled for more than a decade and is unfit for cultivation by ordinary means. This shall also include gair mumkin land and ravine land.Explanation 2. - Ravine land means the land spoiled by action of water into gully and narrow gorges and rendered unfit for cultivation by ordinary means.

## 5. Allotment.

- Out of the lands identified by the Committee under rule 4 and on the basis of recommendation of the Collector to be made in Form 'B' the allotment shall be made by the State Level Committee comprising of the following officers-

- |                                |                   |
|--------------------------------|-------------------|
| 1. Chief Secretary             | Chairman.         |
| 2. Principal Revenue Secretary | Member Secretary. |
| 3. Secretary Industries        | Member.           |
| 4. Secretary Agriculture       | Member            |

The allotment order shall be issued by the Government in the Revenue Department.

## 6. Extent of allotment.

- The maximum area of land to be allotted under these rules shall not exceed 500 hectares. In special cases for which criteria shall be laid down separately, the extent of allotment can be raised upto 1000 hectares. Where the area of the land proposed for allotment for public purpose exceeds the ceiling area, exemption may be considered by the State Government under the provisions of section 22 of the Rajasthan Imposition of Ceiling on Agricultural Holdings Act, 1973 (Act No. 11 of 1973).

## 7. [ Lease Rent. [Substituted by Notification No. G.S.R. 22, dated 2.5.2002 (w.e.f. 16.3.1996).]

- The annual lease rent for the land allotted shall be as follows-

- |  |  |
|--|--|
| (i) in the 1st year of allotment               | No. lease rent   |
| (ii) from 2nd year to 5th year of allotment    | Rs. 200/- per hac.   |
| (iii) after 5th year to 10th year of allotment | Rs. 300/- per hac.   |
| (iv) after 10th year to 15th year of allotment | Rs. 500/-per hac   |
| (v) after 15 years                             | State Government shall review for re-determination of leaserent. |

These rates of lease rent shall be applicable to allotment made within a period of five years from the date of commencement of the Rajasthan Land Revenue (Allotment of Land for Agro-based Export Oriented Produce Purposes) Amendment Rules, 2002 where after allotment shall be made on the lease rent as specified by the State Government from time to time. At the time of allotment an amount of Rs. 400/- per hac. or as determined by the State Government, shall be paid by the applicant.]

## 8. Conditions of allotment.

- (i) The allotment made under these rules shall be on lease hold basis for an initial period of 30 years and subject to renewal for a further period of 20 years. The lease deed shall be in Form 'C'.(ii) Land allotted under these rules shall be used only for the purpose for which it is allotted.(iii) The allottee shall be required to make an investment of around 25% of the total project cost within the first two years of the rate of allotment. The entire investment by the allottee shall be made within a period of five years of allotment.(iv) The allottee shall abide by all the terms and conditions of these rules and such other regulations as may be specified from time to time.(v) In case of any doubt in regard to the application of these rules or any related matter the same shall be resolved by the State Government in the Revenue Department.(vi) The allottee shall be liable to make payment of all taxes which may be leviable under the appropriate law.(vii) In case of allotment of land to Rajasthan State Industrial and Investment Corporation Ltd. or other Government undertaking or Board the allottee may sub-lease the land.

## 9.

Allotment of land to Rajasthan State Industrial Development and Investment Corporation Ltd. and other Government undertaking etc. Land shall be allotted to Rajasthan State Industrial Development and Investment Corporation Ltd. and other Government undertaking Corporation or Board for Agro Based Export Oriented produce on the following terms and conditions:-(i) The land shall be allotted on lease hold basis for an initial period of 30 years renewable for a further period of 20 years. The lease deed shall be form C.(ii) The lease rent for the land allotted shall be as specified in rule 7.(iii) The allottee Under this rule may sub-lease the leased land or part thereof for agro based export oriented produce.(iv) The allottee under this rule may levy and recover such lease rent and other charges as may be determined by it in respect of the lands sub-leased by it.(v) The periods of sub-leases by the allottee under this rule shall be determined by it but shall not exceed its total lease period, in all. in any case.(vi) The land shall revert to the State Government free from all encumbrances and without payment of any compensation in case the allottee under this rule or any of its sub-lessees, uses it for any purpose other than agrobased export oriented produce to commit breach of any other condition of lease or sub-lease, and(vii) The sub-lessees of the allottee under this rule shall continue to be governed by all other terms and conditions prescribed in these rules, and any other analogous rules that may be made or orders that may be issued, in this behalf by the State Government.

## 10. Cancellation of allotment.

- In the event of violation of any of the conditions of these rules as well as other regulations that may be specified from time to time the State Government in the Revenue Department, may cancel the allotment after giving an opportunity of being heard to the allottee. Form-A[See Rule 3] Application for allotment of land for agro-based export oriented produce purpose. To,.....Allotting Authority, Sir, We the.....being the public/private/joint sector Indian Company registered under Indian Companies Act. 1956 or State Promoted Society registered under the Societies Registration Act, 1958 (Rajasthan Act No. 28 of 1958).(1) That the land detailed here under is

required for the said company or society for agro based export oriented produce purpose of public purpose.(2)That it is eligible for such allotment under rule 3.(3)That it is an Indian Company/State promoted society registered under the aforesaid Acts.(4)It is therefore requested to allot the undermentioned vacant Government waste land including gair mumkin and ravine land but excluding forest lands.-

Name of Village & Tehsil Description of land Khasra No. Area Soil classification

(5)The land described above have the potential for agro-based export oriented produce purpose and the company/society has the potential to invest for development of such land necessary documentary proof is enclosed herewith.(6)The Company's/Society's project report for the purpose, budgetary provision, capacity & credit rating are also enclosed.(7)That it undertakes to abide by the provisions of the Rajasthan Land Revenue Act, 1956 and the terms and conditions of the Rajasthan Land Revenue (Allotment of Land for Agro based Export Oriented Produce Purposes) Rules, 1996.Place:Date:Your's FaithfullyFor and on behalf of the Company/SocietyIt is hereby state that part. No. 1 to 7 of the above application are true to our knowledge and that nothing is suppressed.SignatureReceiptApplication for allotment of land for Agro-based export oriented produce purpose alongwith documents/enclosures listed hereunder received from:-Name of Applicant .....

1.

.....

2.

.....

3.

.....Signature & Seal with date of receipt's clerkForm-B[See Rule 5]Form of Report of the Collector

1. Name of the Applicant .....
2. Status of organisation (Company/Regd. Society) includingRegistration No .....
3. Khasra No. of the land applied for allotment under theserules, (latest copies of Jamabandi, Khasra Gir-dawari &Revenue map be attached). .....
4. Area of land applied for .....
5. Purpose of allotment .....
6. The status of current land use including status of othernatural resources and the present market value of the land. ....
7. Whether land is vacant, if yes, since when .....
8. Copy of environmental clearance from competent authority. ....

9. Copy of pre-feasibility report assessed by RIICO .....

Signature of Collector

10. In the case of companies registered under the companies Act, a credit rating by renewed credit rating organisation. ....

Form-C[Rule 8]Lease DeedThis lease is made the.....day of.....between the Governor of the State of Rajasthan (hereinafter called the "Lessor" which expression shall unless excluded by or repugnant in to the context include his successors in office and permitted assigns) of the one part and the.....S/O.....R/O.....(hereinafter called the "lessee" which expression shall unless excluded by or repugnant to context, include his heirs, successors, executors administrators and assigns) of the other part. Whereas the lessee has offered to take and the lesser has agreed to give on lease a plot of land measuring.....acre as situated in..... area in.....sub-division.....district and more particularly described in the schedule hereto (hereinafter called the said plot) for the agro-based export oriented produce purpose and public purpose under the Rajasthan Land Revenue (Allotment of Land for Agro-based Export Oriented Produce Purpose) Rules, 1996 thereon the terms and conditions hereinafter appearing:-Now this indenture witnesses as follows:-

- 1. That the lessor has agreed to let and the lessee has agreed to take on lease the said plot for a period of 30 years for the aforesaid purposes on rent hereinafter specified provided that if lessee wants to surrender the said plot before expiry of the lease, he shall have to intimate the lessor under registered notice before one year of the date. He wants to surrender the said plot. The lease shall be renewable for a further period of 20 years at the option of the lessee.**
- 2. That during the subsistence of this lease, the lessee shall pay the premium of the said plot at the end in such installment as may be determined.**
- 3. That the lessee shall buy the stipulated lease rent in advance one month before the due date every year.**
- 4. The lessee shall not erect or build or permit to be erected or build any building or structures on the said plot.**
- 5. That the lessee shall have no right to sublet, gift, sell or otherwise transfer the land hereby leased or any portion thereof without the prior permission in writing of the Government.**

- 6. That the area hereby leased shall be used only for the purpose for which the land was allotted.**
- 7. That the lessee shall not do any act that may tend to damage or reduce the demised area leased out.**
- 8. That the lessee shall make an investment of around 25% of the total project cost within the first two years of the date of allotment.**
- 9. That in case of breach of any of the conditions of this lease the lease shall stand determined and the said plot shall revert to the lessor and the lessee shall not be entitled to any compensation for premature determination of the lease.**
- 10. That the lessee shall have to abide by the Rajasthan Land Revenue (Allotment of Land for Agro-based Export Oriented Produce Purposes) Rules, 1956 and all the regulations specified from time to time in this behalf by State Government.**
- 11. That the lessee shall submit such periodical returns and statements in such form and in such manner as the lessor may require and all accounts and registers of the lessee shall be open to inspection by the lessor or other officer authorised in this behalf by the lessor.**
- 12. That the lessee shall allow the Collector for the time being of the District within which the land is situated, the lessor or person authorised by them in this behalf to enter and inspect the demised land at all reasonable times.**
- 13. The lessee shall at the expiration of the lease or sooner determination thereof, peacefully surrender to the lessor, the demised land and all improvements effected by the lessee shall become the property of the lessor without any liability to pay any compensation therefor.**
- 14. The lessee shall pay the premium, lease rent or other dues in such a manner and at such a place as the lessor may direct. If the lessee fails to pay the amount due within one month from the date on which it falls due for payment, interest at 12% per annum shall be charged on the amount being, in arrears from the date of expiry on the said month till the amount of arrears is**

**paid off. If the amount together with such interest thereon as shall be due, be not paid within two months from the due date or within such further period not exceeding six months as the lessor may allow or if the lessee commits any breach of the conditions of the lease, the lessor may after giving opportunity to the lessee of being heard, determine the lease and re-enter the land without intervention of the Court, and recover the dues as arrears of land revenue.**

**15. The every difference, dispute or question touching or arising out of this deed or the subject matter thereof shall be referred to the Government of Rajasthan, Jaipur in the Revenue Department whose decision shall be final and binding on the parties.**

**16. That the cost and expenses incidental to the preparation, execution and registration of this lease including stamp duty shall be paid by the lessee.**

**17. In witness whereof the parties hereto have put their respective hands on the dates mentioned against the signature.**

Signed by the lessee Signed for and on behalf of the Governor of the State of Rajasthan

Witness:

(1)..... (1).....

(2)..... (2).....

Witness:

(1).....

(2).....