

# **The Rajasthan Land Revenue (Allotment of Land to Gaushalas) Rules, 1957**

RAJASTHAN

India

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### **Rule**

### **THE-RAJASTHAN-LAND-REVENUE-ALLOTMENT-OF-LAND-TO-GAUSHALAS OF 1957**

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The Rajasthan Land Revenue (Allotment of Land to Gaushalas) Rules, 1957Published vide Notification No. F. 6(67) Revenue A. (B)/56, Dated; published in Rajasthan Gazette Part 4-C, Dated 5-12-1957Last Updated 24th May, 2019In exercise of the powers conferred by clause (xlv) of sub-section (2) of section 261 of the Rajasthan Land Revenue Act, 1956 (Rajasthan Act No, 15 of 1956) read with section 102; thereof, the State Government hereby makes the following rules, namely: -

#### **1. Title and Commencement.**

(1)These rules may be called the Rajasthan Land Revenue (Allotment of Land to Gaushalas) Rules, 1957.(2)They shall come into force at once.

#### **2. Interpretation.**

- In these rules, unless there is anything repugnant in the subject or context, "Gaushalas" shall means an institution for the protection, care and well being of cattle or the improvement of their breed, and shall include 'Gapalkendras', 'Pinjrapoles' and other similar institutions.

#### **3. Gaushalas eligible to apply for allotment.**

- Gaushalas shall be eligible to apply for the allotment of land under these rules for grazing purpose provided that-(1)[ Gasuhala must be registered under the Rajasthan Societies Registration Act 1958

(Rajasthan Act No. 28 of 1958) and the Rajasthan Gaushalas Act, 1960, (Rajasthan Act No. 24 of 1960).] [Substituted by Notification No. G.S.R. 99, dated 16.2.2008 (w.e.f. 5.12.1957).](2)they maintain at least fifty heads of cattle.

#### **4. Application for allotment.**

(1)Any Gaushala desirous of obtaining any allotable area of unoccupied Government land for the grazing of its cattle may apply in writing to the Collector of the district in which the land applied for is situated.(2)The application shall contain the following particulars-(a)Name of the Gaushala and of the place where situated:(b)Names, address and occupation of the persons responsible for its management:(c)Date of registration of the Gaushala under the [Rajasthan Societies Registration Act, 1958 and Rajasthan Gasuhalas Act, 1960] [Substituted 'Societies Registration Act, 1860' by Notification No. G.S.R. 99, dated 16.2.2008 (w.e.f. 5.12.1957).]; together with the number of registration certificate:(d)Period during which the Gaushala has been functioning as such:(e)Average number of cattle maintained by the Gaushala during the past 3 years:(f)Financial position and sources of income:(g)Area of land already held for grazing purposes: and(h)Situation, boundaries and Khasra numbers of the area applied for.

#### **5. Enquiry by Collector.**

(1)On receipt of an application under rule 4, the Collector shall first satisfy himself, by such enquiry as he may deem fit, regarding the correctness of the particulars given in the application, and shall, thereafter, call for a report from the Tehsildar with regard to the area applied for, whether it is occupied, or unoccupied, whether it is assessed or unassessed, and if assessed what the rent is, as well as its soil classification the current settlement.(2)On receipt of the Tehsildar's report, and after such further enquiry as he may deem fit to make, the Collector may either forward the application [to the Commissioner] [Substituted by No. F. 6(15) Revenue/6/96, Dated 7-3-1998; published in Rajasthan Gazette Extraordinary Part IV-C, Dated 11-3-98, p. 195.], with his recommendations, or lie may reject the application, for reasons to be recorded. Before forwarded the application, the Collector shall have due regard to the availability of land for the grazing of the village cattle and shall also see whether the land applied for is likely to be needed for the extension of the village abide or for any other development scheme.

#### **6. Lands that cannot be allotted.**

- The following categories of land shall not be allotted under the rules.-(i)Lands included in any Canal Colony or River Valley Project Area:(ii)Lands specified in section 16 of the Rajasthan Tenancy Act. 1955 (Rajasthan Act No. 3 of 1955) with the exception of land mentioned in clause (iv) of that section; and(iii)Lands reserved for village forests.[Provided that if no suitable sawaichak land is available for allotment to Gasuhalas and sufficient land remains available for grassing cattle of the village, the Charagah land may be allotted under these rules.] [Added by Notification No. G.S.R. 59, dated 17.2.2005 (w.e.f. 5.12.1957).]

## **7. Extent of area to be allotted and sanctioning authority.**

-(1) The area to be allotted under these rules shall be at the rate of 10 square metre per Cattle head for the use of cattle for sitting or standing purpose and one hectare per 100 cattle heads for providing facilities such as grazing, drinking water, production of fodder and collection of dung etc.: Provided that the maximum land allotted under this rule shall not exceed 25 hac.] [Substituted by Notification No. G.S.R. 36, dated 15.6.2002 (w.e.f. 5.12.1957).](2) All allotments under these rules shall be sanctioned by the [Commissioner] [Substituted by No. F. 6(15) Revenue/6/96, Dated 7-3-1998; published in Rajasthan Gazette Extraordinary Part IV-C, Dated 11-3-98, p. 195.].

## **8. Conditions of allotment.**

- All allotments of land under these rules shall be subject to the following conditions:-(1) The land shall be given on lease, and not on Khatedari or Gair Khatedari rights.(2) The rent to be charged shall be-(a) one fourth of the rent assessed at the current settlement if the land applied for is assessed: or (b) Rs. [160/- per hectare per annum] [Substituted '1000/- for every 25 bighas or less per year per annum' by Notification No. G.S.R. 99, dated 16.2.2008 (w.e.f. 5.12.1957).] if the land is unassessed.(3) The lease shall be for a period of ten years, or for so long as the lessee uses the area for the purpose of maintaining the cattle of the Gaushala. whichever is less, renewable at the end of ten years for a further similar period or rent to be determined by the Government: [Provided that the Collector may, after recording reasons, grant lease for a period of thirty years or for so long as the lessee uses the area for the purpose of maintaining the cattle of the Gaushala, whichever is less, with the prior permission of the State Government.] [Added by Notification No. G.S.R. 11, dated 17.4.2015 (w.e.f. 5.12.1997).](4) The lessee shall have no right to sell, lease or sublet any portion of the land to any person or body of persons without the previous sanction of the Government.(5) The land shall be used only for the purpose of the grazing of the cattle maintained by the Gaushala and for growing such crops or trees as are required for the feeding of such cattle, e.g. Moth. Gan war, Grass, Razka etc. subject to the condition that the fodder grown shall be used for the feeding of the Gaushala cattle only and shall not be sold in the market or to others.(6) The Gaushala shall throughout the period of lease maintain the stipulated number of cattle at the rate of one cattle per bigha of land: Provided that in the event of a decrease in the stipulated number of cattle due to some infections disease or unforeseen calamity, the Collector may allow the lessee a period of six months within which to make up the deficiency.(7) No permanent structure of buildings shall be erected on the land without, the previous sanction of the State Government; but cattle-sheds, go-down, store-houses for the storage of fodder, huts or houses for the labourers, or those connected with the upkeep of the Gaushala, tanks for the storage of water, water troughs [and Bio-agriculture, cow-products based on panchagavya, Gobar-gas plant, energy production from Gobar-gas, filling of cylinders from filtered Methane gas application, exhibition and training centre for aforesaid activities and construction of centre for aforesaid activities.] [Inserted by Notification No. G.S.R. 99, dated 16.2.2008 (w.e.f. 5.12.1957).] and the like may be built. Such structures shall pass to the Government with the land.(8) The lessee shall have no rights over the trees growing in the leased area and shall not cut any tree without the specific permission of the Collector, and such permission shall not be given unless it is shown that it is necessary for the proper use of land for grazing purposes.(9) On failure to fulfill any of the terms and conditions of the lease, the lease shall be liable

to cancellation and the land shall be taken back by the Government after one month's notice, and in the event of such resumption, the lessee shall not be entitled to any compensation for any structures etc. that he may have put up.(10)[ The area allotted shall be covered with a fencing/boundary wall by the lessee.] [Substituted by Notification No. G.S.R. 99, dated 16.2.2008 (w.e.f. 5.12.1957).](11)The lessee shall keep in the Gaushala pedigree bulls and cows equal to one-fourth of the total number of cattle in the Gaushala. The bulls will be used for covering the cows in the neighbouring area on rates fixed by the Village Panchayat. The lessee shall also maintain infirm and invalid cows for care and protection to the extent of 25 per cent of the total cattle inmates of the Gaushala.

## **9. Lease deed.**

- A lease deed as per Appendix "A" [shall be executed] [Substituted by G.S.R. 34, Dated 15-7-1995; published in Rajasthan Gazette Part 4(a), Dated 21- 7-95, p. 70.], The lease shall have five parts as detailed below:-

**Part I – Liberties, Powers and privileges to be exercised or enjoyed by the lessee.**

**Part II – Liberties, Powers and Privileges reserved by the lessor**

**Part III – Covenants of the lessee.**

**Part IV – Covenants of the lessor.**

**Part V – Covenants naturally agreed to by the lessor and the lessee.**

## **10. Entry in Khatauni.**

- The land leased under these rules shall not be shown with the Muafi of Khatedari holdings but shall be shown separately as land leased to the Gaushala under these rules. Appendix "A" Lease deed This indenture made this.....day of.....between the Governor of the State of Rajasthan hereinafter called the lessor of the one part and (hereinafter called the lessee) or the other part Witnesseth that in consideration of the rest hereby reserved and of the covenants and agreements hereinafter contained on the part of the lessee to be paid, observed or performed, the State Government hereby grants mid dismiss unto the lessee all that plot and parcel of land measuring approximately.....acres/bighas in village tehsil District and hereinafter more particularly described in Schedule A and shown in the plan attached herewith and coloured with liberties, powers and privileges to be exercised or enjoyed in connection therewith which are mentioned in Part I of these presents, reserving out of the demise unto the Government the liberties, powers mid privileges mentioned in Part II of these presents. To hold the premises hereby granted and demised

unto the lessee for the term of ten years with effect from and the lessee hereby covenants with the Government as in Part III expressed mid the Government hereby covenants with the lessee as in Part IV expressed mid it is mutually agreed between the parties in Part V of these presents. In witness whereof these presents have been executed in manner hereunder appearing the day mid year first above

written. Witness.....Address.....Witness.....Address.....Sd/-.....On behalf of the Governor of the State of Rajasthan [Collector] [Substituted by G.S.R. 34, Dated 15-7-1995; published in Rajasthan Gazette Part 4(a), Dated 21-7-95, p. 70.] Lessor Sd/.....Lessee.....

## **Part I – Liberties, Powers and privileges to be exercised or enjoyed by the lessee.**

**1. The lessee is entitled to the quiet enjoyment of the land hereby leased for the entire period of lease without any let or hindrance from the lessor or his employee so long as the land is used for the grazing of the Gaushala cattle and the rent stipulated is paid to the lessor.**

**2. At the end of expiry of the period of this lease, the lessee at his option shall be entitled to a renewal for a further period of ten years on the same terms except-**

(i) as to the rate of rent which will be fixed at a rate to be determined by the Government, mid (ii) the present clause of further renewal of the lease.

**3. The lessee shall have liberty to construct cattle-sheds, go-downs or store-house for the storage of fodder etc. huts or houses for the labourers or those connected with the upkeep of the Gaushala or tanks for the storage of water and [water-troughs for the use of the cattle and Bio-agriculture, cow-products based on Panchagavya, Gobar-gas Plant, energy production from Gobar-gas, filling of cylinders from filtered Methane gas application, exhibition and training centre for aforesaid activities and construction of centre for aforesaid activities.] [Substituted 'water-troughs for the use of the cattle' by Notification No. G.S.R. 99, dated 16.2.2008 (w.e.f. 5.12.1957).]**

**4. The lessee shall be entitled to bring a reasonable portion of the land under cultivation for growing Moth, Ganwar, Grass, Luncerene etc. for the use of the Gaushala cattle only provided these are not sold in the market or to others.**

## **Part II – Liberties, Powers and Privileges reserved by the lessee.**

- 1. The lessor reserves the right for himself, his employees or nominees to enter upon the leased premises for the purpose of prospecting or exploitation of any mineral within or under the said lands and to work with and carry away the same.**
- 2. The lessor shall have the right to resume and re-occupy any portion of the leased premises for the purpose of constructing, repairing or maintaining any railway, road, canal, reservoir, a telegraph or electric line or sub-station or any other work of a like nature, such powers of resumption and reoccupation to be exercised on behalf of the lessor by the Collector of the district or any officer or nominee authorised by him in this behalf.**
- 3. The lessor shall have the power to terminate this lease at any time during the period of the lease, if the lessee-**

(1)does not use the land hereby demised or any part thereof for the purpose for which it is leased, or(2)sells, mortgages or in any way transfers any portion for the land to any other person or body of persons without the previous sanction of Government, or(3)commits any breach of terms of this lease, or(4)is guilty of gross negligence in complying with the legitimate directions of the Collector in relation to the upkeep or maintenance of the Gaushala, or(5)fails to make amends or comply with the said directions within three months of referring notice of such non-user, breach or neglect from the Collector.

## **Part III – Covenants of the Lessee**

The lessee hereby covenants-(1)To pay the rent of per year in advance during the said term of ten years.(2)Not to use the land hereby demised for any purpose other than that specified in Part 1 of this agreement.(3)To maintain at all times heads of cattle in the Gaushala throughout the period of lease.(4)Not to cut the trees in the leased premises without the specific permission of the lessor, should the removal of any tree be necessary for the proper use of the leased premises.(5)Not to erect any building of a permanent nature other than the structures referred to in clause 3 of Part I of the agreement without the previous sanction of the Government.(6)To maintain such record and in such form as may be prescribed by the Collector.(7)To maintain the Gaushala and the cattle in good hygienic conditions.(8)To obtain permission from the lessor, through the Collector, before constructing any building of a permanent nature.(9)To allow the Collector or any other officer who may be generally or specially authorised by the Collector to inspect the premises, buildings, records, cattle etc. within 24 hours of receiving previous notice in this behalf.

## **Part IV – Covenants of the lessor**

The lessor hereby agrees and covenants to pay compensation to the lessee-(1)For all buildings of a permanent nature constructed with the previous sanction of the Government:(2)For any loss or damage to crops, plants, trees or buildings by the exercise of powers reserved by the lessor under clause 1 of Part II of the agreement:(3)For any house, well or other permanent structure, that may have been put up, in case of resumption under clause 2 of Part II in accordance with the provisions of the [Land Acquisition Act, 1894] [Substituted by No. F. 6(15) Revenue/6/96, Dated 7-3-1998; published in Rajasthan Gazette Extraordinary Part IV-C, Dated 11-3-98, p. 195.].

## **Part V – Covenants naturally agreed to by the lessor and the lessee**

The lessor and the lessee hereby agree that in the event of any dispute arising between the lessor and the lessee in respect of the interpretation or compliance with the terms of the lease or the sufficiency thereof or to any matter or things in any way connected with til is agreement, the same shall be referred arbitration in accordance with the provisions of the Arbitration Act, 1940 of the Central Legislature (Act No. X of 1940).