

# The Rajasthan Colonisation (General Colony) Conditions, 1955

RAJASTHAN

India

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### Rule

### THE-RAJASTHAN-COLONISATION-GENERAL-COLONY-CONDITIONS- of 1955

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The Rajasthan Colonisation (General Colony) Conditions, 1955 Published vide Notification No. F. 6 (224) Revenue (b) 55, dated 11-1-1956 - Rajasthan Gazette, Part 4-C, dated 19-11-1955 [Section 28 read with section 7 (1) & (2)] In 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 conditions on which land may be granted in colony to any person and further to direct that these Conditions shall be regarded as a statement of general conditions for colonies issued under sub-section (2) of the said section 7.

### 1. Short title and commencement.

- These [Conditions] [Substituted by Notification No. F. 4(22) Revenue/Col./77, dated 31.07.1980-Rajasthan Gazette, Extraordinary, Part IV-(C), dated 12.08.1980, page 123.] may be called the Rajasthan (General Colony) Conditions, 1955.

### 2. Interpretation.

- In these rules unless there is something to the contrary in the subject or context-(a)"The Act" means the Rajasthan Colonisation Act, 1954 (Rajasthan Act XXVII of 1954). [x x x] [Deleted by Notification No. F. 4(22) Revenue/Col./77, dated 31.07.1980-Rajasthan Gazette, Extraordinary, Part IV-(C), dated 12.08.1980, page 123.](b)"Assessment Circle" means the Settlement Assessment Circle in which the land is situated or by which it is wholly or mainly surrounded;(bb)[ "District Level Committee" means the committee constituted by the State Government for a district from time to time under clause (b) of sub-rule (1) of Rule 2 of the Rajasthan Stamps Rules, 2004;] [Inserted by

Notification No. F. 4(11) Col./96, dated 18.1.2010-Rajasthan Gazette, Extraordinary, Part IV-C(I), dated 25.1.2010, page 123 [w.e.f. 18.1.2010] = 2010 RSCS/Part II/page 106/H.234.](c)"the date of commencement of the grant" shall unless provided otherwise in the order sanctioning the grant, mean the date on which the initial order sanctioning the grant was made by way of a Ghair Khatedar tenant;(d)"Government" means the Government of Rajasthan and shall be deemed to include the successors and assigns of the Government;(e)"Government land" shall mean and include 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 and 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;(f)"Grant" includes any grant made in respect of land to which the Act has been applied, whether made by way of conferment of any class of rights, whether before or after the commencement of the Act, or by devolution or otherwise;(g)"Grantee" includes any person holding under a grant, whether as a Ghair Khatedar or Khatedar tenant or otherwise, and shall be deemed to include the successors and assigns of the grantee; and when the said term includes co-sharers, any liability imposed by these Conditions shall be the joint and several liability of each co-sharer;(h)"Herein contained" means a condition or provision contained in this statement of conditions;(i)"Inter-village" or "Dehati road" means a road required to connect a village or chak abadi with its circumjacent neighbouring village and chak abadis as well as to provide direct communications between various abadis existing in the same village;(j)"Intra-village road" means road required to connect every holding in any chak or village with an inter-village road or with the abadi site of the chak or village.(k)"Irrigation Officer" mean such officer of irrigation department of the Government as may be duly authorised by the Government to deal with any matter mentioned in the terms or conditions of a grant;(l)"The Kharif Crop" and "Rabi Crop" mean the crops generally sown and harvested in the Kharif and Rabi seasons respectively;(m)"The Kharif Season" and the "Rabi Season" means 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 any thing 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;(n)"The land" and "The said land" shall, so far as a separate grant is concerned, be deemed to apply to and designate the lands included in that grant; and(o)"Minerals" include all substances of a mineral nature which can be won 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.

### **3. Application of Act and the terms of this Statement to other Statements of Conditions.**

(a)This statement is issued subject to the provisions of the Act.(b)All grants of land under the Act, whether by way of Ghair Khatedari tenancy or conferment of Khatedari rights or otherwise, and whether made under this statement or any subsequent or special Statement of Conditions, shall be subject to its provisions, so far as they are applicable thereto and save and in so far as they may be expressly modified, abrogated or supplemented by such subsequent or special Statement of Conditions applicable to any particular part of the State or class of land, and(c)Whenever any Statement of Conditions is hereafter issued with respect to any land to which the Act has been

applied, or whenever a grant of such land is made by means of any written instrument:-(i)the language used in such statement or instrument shall, unless there is anything repugnant in the context and unless any other meaning is assigned thereto, be governed by the same rules of interpretation as those contained in these [Conditions] [Substituted by Notification No. F. 4(22) Revenue/Col./77, dated 31.07.1980-Rajasthan Gazette, Extraordinary, Part IV-(C), dated 12.08.1980, page 123.](ii)any expression which is used to describe the party making the grant on behalf of the Government shall be deemed to include the successors and assigns of that party;(iii)any expression used to describe the other party shall be deemed to include the heirs, legal representatives, and permitted assigns of that party, and if the said expression includes co-sharers, any obligation or liability imposed on that party shall be the joint and several obligation or liability of each co-sharer;(iv)any reference to any officer by the name of his office shall be construed as reference to the officer having charge over the area in which the land is situated and shall be deemed to include any other officer of the Government duly authorised in that behalf.

#### **4. General Colony Conditions.**

- The conditions hereinafter contained in these [Conditions] [Substituted by Notification No. F. 4(22) Revenue/Col./77, dated 31.07.1980-Rajasthan Gazette, Extraordinary, Part IV-(C), dated 12.08.1980, page 123.] are hereby prescribed as the general conditions on which or on any of which land may be granted in a colony.

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

- If the conditions of any grant provide for the execution of a deed, which require registration, the deed shall be presented for registration by the grantee as soon as may be after the execution thereof.

General Exceptions and Reservations

#### **6. Selection of tenants.**

(1)No person shall be entitled as of right to a grant or to become a tenant and the Government of Rajasthan hereby reserves of itself and retains absolute discretion in the selection of tenants for the land referred to in this statement.(2)All grants, whether by way of Ghair Khatedari tenancy or conferment of Khatedari rights or otherwise, shall be subject to the following exceptions and reservations and the Government hereby absolutely except and reserves to itself out of and in respect of the lands.

#### **7. Mineral Rights.**

(1)All existing rights to and over all mines and quarries in or under the said lands or any part thereof together with all easements theretofore 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 or may be marked out as or for any distributary channel or channels.(3)All public thoroughfares existing on the land at the time when the grant is made together with any roads or paths, up to the width of 4 gathas which, though not yet made, have been marked out upon the ground or delineated in the plan or plans kept in the office of the Collector or the Colonisation Department.

## **8. Right to construct or alter water-course [\*\*\*] [Deleted 'or to create a right of way' by Notification No. G.S.R. 38, dated 15.6.2015 (w.e.f. 19.11.1955).] and construct village road].**

- When the grant is made for agricultural purposes, the Government reserves and except to itself the following rights [x x x] [Deleted vide Notification No. F. 4(22) Revenue/Col./77, dated 31.07.1980-Rajasthan Gazette, Extraordinary, Part IV-(C), dated 12.08.1980, page 123.].(1)The rights to construct a watercourse or alter an existing water-course, whenever this may be considered desirable by the Collector after consultation with the Divisional Irrigation Officer.(2)[x x x] [Deleted vide Notification No. F. 4(22) Revenue/Col./77, dated 31.07.1980-Rajasthan Gazette, Extraordinary, Part IV-(C), dated 12.08.1980, page 123.] The right to create or reserve a right of way in favour of the [Government or of the public generally] [Substituted 'Government or any person or persons or any class of persons or of the public generally' by Notification No. G.S.R. 38, dated 15.6.2015 (w.e.f. 19.11.1955).] and the right to construct inter or intra-village roads, through or across the said land or any part thereof, and not over a strip exceeding at any point 4 gathas in which, as the Collector, may, from time to time, in public interest or [for the benefit of public or village or for the protection] [Substituted 'for the benefit of any or all holders of the Chak or village or for the protection' by Notification No. G.S.R. 38, dated 15.6.2015 (w.e.f. 19.11.1955).] and maintenance of any property or exercise of any right reserved to the Government, consider desirable and may by an order in writing, direct:[Provided that no compensation of any kind shall be claimable by the grantee or any other person in respect of any area acquired or reserved in exercise thereof but in respect of such area no water rate, soil advantage rate, betterment fee, land revenue taxes or cess-es shall be payable by the tenant] [Inserted by Notification No. F. 4(28) Revenue/Col./77, dated 08.11.1982-Rajasthan Gazette, Part IV-(C), dated 18.11.1982, page 512.].Grants of Interest in Land

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

(1)All grants made under this statement shall be initially on a Ghair Khatedari tenancy only and by way of a lease for a period of 10 years from the date of the commencement of the grant. At or [after the expiration of three years] [Substituted by Notification No.4 (11)/Col./96, dated 30.11.99-Rajasthan Gazette, Extraordinary, Part IV-C(I), dated 29.3.2000, page 209(2) = 2000

RSCS/Part II/page 268/H. 153 for 'after the expiration of five years'] from the date of the commencement of the grant, the grantee having paid to Government the balance purchase money and in the manner herein provided, all sums and outgoings, each and all of them, due to the Government under the provisions, of this statement and having duly observed all the stipulations herein contained and to be observed by him [and on payment of Rupees twenty-five as sanad fee shall be entitled at any time to receive from the Government a "Sanad" [in Form 1] [Inserted by Notification No. F. 4(28) Revenue/Col./77, dated 08.11.1982-Rajasthan Gazette, Part IV-(C), dated 18.11.1982, page 512.] ] conferring on him a right of a Khatedari Tenancy in the said lands, provided that thereafter the grantee shall hold and possess land and 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. The "Sanad" shall be issued under the signature and the seal of the Collector and shall be registered by the grantee according to the provisions of the Rajasthan Tenancy Act.[Provided that a grantee to whom land is allotted under Rule 13-A of the Rajasthan Colonisation (Allotment and sale of Government Land in the Rajasthan Canal Colony Area) Rules, 1975, shall, on payment of full price of the land with interest due if any, be entitled, at any time after [ [the expiration of three years] [Inserted by Notification No. F. 4(22) Revenue/Col./77, dated 23.09.1981-Rajasthan Gazette, Part IV-(C), dated 01.10.1981, page 288.] from the date] he takes possession of the land, to receive "Sanad" conferring on him right of khatedar tenant, provided that he has not breached any of the terms and conditions of allotment during the said period.][Provided further that an allottee to whom land is allotted u/R 13 or 13-A of the Rajasthan Colonisation (Allotment and Sale of Government Land in the Indira Gandhi Canal Colony Area) Rules, 1975, shall on payment of total price of the land allotted to him in lump-sum with interest due if any, be entitled at once to receive from the government "Sanad" conferring on him a right of Khatedari tenant, but he shall not be allowed a rebate of 25% or 15% of the price granted u/R. 17(9) or 13-A(5) of the Rajasthan Colonisation (Allotment and Sale of Government Land in the Indira Gandhi Canal Colony Area) Rules, 1975.] [Inserted by Notification No. F. 4(11) Col./96, G.S.R. 125, dated 30.11.1999-Rajasthan Gazette, Extraordinary, Part IV-C(I), dated 29.03.2000, page 209(2), w.e.f. 30.11.1999 = 2000 RSCS/Part II/page 268/H. 153.][Provided further that ousted land owner of Mahi Bajaj Sagar Dam who has been allotted land under the Mahi Bajaj Sagar Project shall on payment of full price of the land with interest due if any, be entitled to receive "Sanad" conferring on him right of khatedari tenant.] [Inserted by Notification No. F. 3(15) Revenue/Col./76, dated 31.10.1987-Rajasthan Gazette, Part IV-(C)(II), dated 01.06.1989, page 24.][Provided also that if at the time of allotment such land was not within the urbanisable limit or peripheral belt of an urban area as defined in [Section 90-A] [Added by Notification No. F. 4(11) Col./96, dated 18.1.2010-Rajasthan Gazette, Extraordinary, Part IV-C(I), dated 25.4.2010, page 123 [w.e.f. 18.1.2010] = 2010 RSCS/Part II/page 234/H. 106.] of the Rajasthan Land Revenue Act, 1956 but subsequently included in the urbanisable limit or peripheral belt of an urban area, [or any land situated in the urbanisable limits or peripheral belt of an urban area as defined in Section 90-A of the Rajasthan Land Revenue Act, 1956 allotted on or before 31.03.2013] [Inserted by Notification No. S.O. 154, dated 7.10.2013 (w.e.f. 19.11.1955).] khatedari rights on such land shall be conferred only with the [prior approval of the Divisional Commissioner] [Substituted 'prior approval of the State Government' by Rajasthan Notification No. S.O. 78, dated 1.7.2015 (w.e.f. 19.11.1955).] and on payment of -(i)20% of the market value of land as determined for the area by the District Level Committee [if the land is situated in]

[Substituted 'if the land has been included' by Notification No. S.O. 154, dated 7.10.2013 (w.e.f. 19.11.1955).] the urbanise-able limit or peripheral belt of Jaipur Development Authority or Jodhpur Development Authority, or any Urban Improvement Trust or any Municipal Corporation or Municipal Council, and(ii)10% of the market value of the land as determined for the area by the District Level Committee [if the land is situated in] [Substituted 'if the land has been included' by Notification No. S.O. 154, dated 7.10.2013 (w.e.f. 19.11.1955).] the urbanise-able limit or peripheral belt of any Municipal Board, Provided also that a person to whom land was allotted under the provisions of the Rajasthan Land Revenue (Allotment of Land for Agricultural Purposes) Rules, 1970 and subsequently such area was declared a colony area and such allottee was treated as a Temporary Cultivation Lease Holder, shall, on payment of the total price of the land, be entitled to receive at once a 'sanad' conferring khatedari right on him.](2)Payment of purchase money pre-requisite. - No grantee shall acquire Khatedari or other rights not conferred on him as a tenant by the conditions of this statement and shall continue to be subject to the conditions herein contained and as a Ghair Khatedar tenant unless and until the whole amount of the purchase price and all other sums and outgoings due to Government for the said land shall have been duly paid and discharged.(3)Right to be acquired in whole grant not part. - Payment for purchase of Khatedari right shall only be accepted if made for the whole area of the grant and no grantee shall be permitted to acquire Khatedari rights in a portion thereof.

## **10. Withdrawal of Khatedari rights.**

(1)Notwithstanding anything hereinbefore contained, the Collector [after giving an opportunity of hearing to the grantee] [Inserted by Notification No. F. 4(22) Revenue/Col./77, dated 31.07.1980-Rajasthan Gazette, Extraordinary, Part IV-(C), dated 12.08.1980, page 123.] may refuse to allow acquisition of Khatedari rights to all or any of the tenants of a Chak or village, if, for reasons to be recorded in writing he finds that:-(a)the state of crime in the village or Chak is such, as, in his opinion, to disentitle the grantees to the concession;(b)there has been in the village or chak a breach of the canal or distributary within the last 5 years and there is reason to believe that such breach was wilfully caused by the grantees of the chak or village;(c)there have been in the chak or village gross and repeated encroachments on the areas reserved for village Forest and "Charagah" (Common village Grazing Grounds) un-allotted village site and public roads and thoroughfare;(d)the condition of the chak or village is grossly unsanitary.Explanation. - Existence of borrow-pits within compounds of the houses or near village abadi, heaping of manure within compound, instead of outside the village; making of a village tank in places other than those indicated by a competent authority or failure to construct the stipulated village drinking water well or tanks, when called upon to do so by a competent authority, frequent use of village streets and lanes as latrines and for throwing of house sweepings and filth therein, shall be deemed to be proofs of existence of grossly unsanitary condition in the chak or village for purposes of this clause.(e)there has been persistent neglect of arboriculture in the village site or in the area allotted to the chak or village for purposes of plantation of village forest.(2)When the Collector has under the provision of sub-clauses (c) to (e) of clause (1) of this Condition, refused to allow Khatedari rights to be acquired, he may, notwithstanding such refusal, allow them to be acquired, if otherwise allowable when the encroachment, unsanitary stale or neglect, as the case may be, has been removed or remedied.

## **11. Grant of rights in village site.**

- A tenant who has acquired Khatedari right in his grant shall also receive proprietary right in the village site allotted to him for the construction of a residential house on payment of such charge as the Government may from time to time, prescribe.

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

- Every grant shall be deemed to include the exercise and use of all rights, easements and appurtenances belonging to and appertaining to the land, except as otherwise provided.

## **13. Obligation of Grantee.**

The grantee may, unless otherwise provided in the special conditions applicable to the grant and unless otherwise restricted by the terms of this Statement: -(i)[] [Substituted by Notification No. F. 4(22) Revenue/Col./77, dated 31.07.1980-Rajasthan Gazette, Extraordinary, Part IV-(C), dated 12.08.1980, page 123.] [x x x] [Heading "Tenants' rights on produce of land' deleted by Notification No. F. 4(22) Revenue/Col./77, dated 31.07.1980-Rajasthan Gazette, Extraordinary, Part IV-(C), dated 12.08.1980, page 123.] Take to himself all natural products growing on the surface of the land.(ii)[] [Substituted by Notification No. F. 4(22) Revenue/Col./77, dated 31.07.1980-Rajasthan Gazette, Extraordinary, Part IV-(C), dated 12.08.1980, page 123.] Sink wells, construct watercourses, plant trees and make such other improvements as may be necessary for the purposes of cultivating the land to the best advantage; provided that no water course shall be made on a plan or in a position not approved or disapproved by the competent Irrigation Officer.General covenants applicable to all classes of grantees

## **14. Regular payment of Government dues.**

(1)Whenever an interest is granted in land, whether by way of Ghair Khatedari Tenancy or conferment of Khatedari rights or otherwise, the grantee shall pay regularly, when due, in respect of the said land or any part thereof:-(i)all rates (including water rate, occupier's rate and acreage rate) charges (including Betterment fee and soil advantage rate), taxes, cess-es and other charges which may be imposed by competent authority, under any law for the time being in force, or become payable in respect of the land either by the occupier or owner thereof.(ii)All instalments of rents, land revenue and any other payments which are payable to or on behalf of Government under the grant.(2)Government to prescribe rent and land revenue. - When no rent or land revenue is specified in the special conditions, the rent or land revenue shall be such sum as may be prescribed by the Government by general or special order from time to time.(3)Charge and payments by way of land revenue. - When the grant relates to land which has not been assessed to land revenue, but the terms of the grant direct that a sum shall be paid in the manner provided for the payment of land revenue, then the grantee shall:-(a)pay the sums so specified at the same time and in the like manner as land revenue is paid subject to the same general orders of Government as those to which payment of land revenue for the assessment circle is subject, and(b)pay to Government or as the

Collector may direct a sum equivalent to any rates or cess-es which would have been payable if the land had been assessed to land revenue at a rate equivalent to the sum or portion of the rent so specified.

## **15. Nazrana or purchase price.**

(1)The Government may, from time to time, fix such rate or rates of Nazrana or purchase money, payable in lump sum or instalments, at which Government lands will be granted and no such lands shall be allotted to any person except on pre-payment of the whole purchase money thereof or his entering into written covenant to make its payment, from the date of commencement of his grant by way of a Ghair Khatedar, in such instalments as the Collector may, in accordance with the general or special orders of the Government direct.(2)Payment of Nazrana in instalments. - Where the grantee elects to pay the purchase money in instalments he will deposit at the time when the grant is made such earnest money as the Government or the Collector may, in accordance with the general or special orders of the Government, direct and pay the balance in such instalments and at such intervals as may be prescribed in that behalf and thereafter each instalment of the purchase price shall continue to be paid with each instalment of the rent or land revenue as the case may be, till the last payment for the completion of the purchase of Khatedari rights has been made.(3)Default of Nazrana instalments. - In case the grantee fails to pay any of [The] [Substituted vide Notification No. F. 4(22) Revenue/Col./77, dated 31.07.1980-Rajasthan Gazette, Extraordinary, Part IV-(C), dated 12.08.1980, page 123.] instalment by the dates fixed therefor (i.e. for the payment of the rent or land revenue for the harvest concerned) [without any reasonable cause] [Substituted vide Notification No. F. 4(22) Revenue/Col./77, dated 31.07.1980-Rajasthan Gazette, Extraordinary, Part IV-(C), dated 12.08.1980, page 123.] he shall be deemed to have defaulted for that harvest and shall be liable to pay an interest thereon at a rate of 6% per annum, and shall suffer, by his own default, by extending the period of his payments and period of Ghair Khatedari tenancy equivalent to the period of default.

### **15A. [ Exemption from Payment of interest. [Substituted Notification No. G.S.R. 50, dated 4.10.2016 (w.e.f. 9.11.1955).]**

- Notwithstanding anything contained in these conditions or any allotment rules framed under the Act for grant of land, the State Government may exempt fully or partially either prospectively or retrospectively from payment of interest payable on late payment of instalment of purchase price or cost of nazrana by any class person.]

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

- All payments mentioned hereinbefore shall be paid on the same that as that on which the instalment of rent of land revenue in the Tehsil in which the land is situated is payable and shall be paid during working hours at the nearest Government treasury or sub-treasury [or] [Substituted vide Notification No. F. 4(22) Revenue/Col./77, dated 31.07.1980-Rajasthan Gazette, Extraordinary, Part IV-(C), dated 12.08.1980, page 123.] to such person or persons and at such times and places as



the Government or the Collector from time to time, may appoint.

## **17. The grantee shall be and remain bound by the following obligations and shall be deemed to have entered into covenant for their due performance and observance**

-(1)Use of land. - Not to use the lands or any part thereof in a manner liable to harm them or lessen their value for which renders them unfit for the purposes for which he holds them, or which are ordinarily subservient thereto.(2)Against injury to reserved rights. - Not to do or suffer to be done any act inconsistent with or injurious to any of the rights excepted and reserved to the Government.(3)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.(4)Public rights and easements. - Not to interfere with the lawful use by the public and land holders of the Chak or village of any thoroughfare on the land to which the grant relates or with the exercise by any third person of any right 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.(5)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.(6)Peaceful surrender [on] [Substituted vide Notification No. F. 4(22) Revenue/Col./77, dated 31.07.1980-Rajasthan Gazette, Extraordinary, Part IV-(C), dated 12.08.1980, page 123.] expiry of period. - If the grant is for a limited period or if the grant can be terminated under the terms thereof, to leave the land as soon as the grant is terminated and surrender it peacefully to the Collector, and if so required by the Collector, to pull down and remove any structure existing thereon, and deliver up the land in a level state or as in its former condition.(7)Surrender for Public purpose etc. - In either of the following events:-(a)if the land or any portion thereof is required for any public purpose, or for any of the purposes mentioned in condition 8 of this statement, or(b)if it should be found that the whole or any part of the land has already been granted to any third persons, to 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.(8)Power to resume lands for roads, railways etc.- On receipt of a requisition in writing from the Collector, to peacefully permit him to take possession of and finally to resume for the Government, so much of the said lands as may from time to time, in the opinion of the said Collector, be required for the construction, repair or maintenance of railways and roads to be constructed at public expense by the Public Works Department or any works connected therewith, and be bound to accept it, full satisfaction and compensation for the same an equal area of land elsewhere on the canal or such other form of compensation as the Collector may determine, together with any compensation which the Collector may consider reasonable on account of the cost of any improvements made by the grantee on the lands resumed by Government. The land given in exchange, if any, under this clause shall be held by

the tenant on the same conditions in all respects as the land resumed.(9)Exchange of Tenancy. - On demand by the Collector and for purposes of rectangularisation of fields, consolidation of holdings and propagation of an improvement scheme, to peacefully exchange the grant for land 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 had been the land originally granted.(10)[ Alienation. - Not to transfer or attempt to transfer, without previous sanction in writing of the [State Government or an officer authorised in this behalf by the State Government] [Substituted by Notification No. F. 4(6) Revenue/Col./83, dated 21.02.1983-Rajasthan Gazette, Part IV-(C), dated 03.03.1983, page 746.], any right, title or interest in or possession of, the whole or any part of the said lands or sub-let the same or create or attempt to create any charge thereupon, till khatedari rights, on the said lands, have accrued to the grantee and the provisions of section 13 of the Act have been complied with.](11)To disclose by written acknowledgement to the officer authorised to make the grant when the grant is applied for:-(i)if he is in the service of the Government; or(ii)if he or any member of his family or any of his co-sharers in any other tenancy has previously received from the Government any 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 has been applied, require to be disclosed.Explanation. - In this clause expression "member of his family" means the wife or any decedent of the grantee or of his paternal grant father or father, and such other person, who is or has been, prior to 31st December, 1947, a member of the joint family of the grantee.

## 18.

The grantee, whether by way of Ghair Khatedari tenancy or conferment of Khatedari right or otherwise, shall be and remain bound, jointly and severally with other lands holders and inhabitants of the chak or village, by the following obligations and shall be deemed to have entered into a covenant for their due performance and observance and to pay his share of their cost and maintenance: -(1)Construction of Masonry well or reservoirs. - To dig and construct within reasonable period a masonry well for drinking purposes or to construct two separate pucca lined reservoirs (Giggies) near the village Abadi site for use of human being and cattle respectively at a site approved by the Collector;(2)to manage and maintain in proper order, according to rule to be framed therefor separately, the common village pasture lands allotted by the Collector for common benefit of the inhabitants of the village or chak abadi;(3)Village forest. - To plant and maintain a village forest, according to the rules to be prescribed therefor separately for the common benefit of the inhabitants of the village or chak abadis at a site to be allotted therefor by the Collector.

## **19. [ Residence in chak or village. [Substituted by Notification No. F. 4(22) Revenue/Col./77, dated 31.07.1980-Rajasthan Gazette, Extraordinary, Part IV-(C), dated 12.08.1980, page 123.]**

(1)The grantee shall settle permanently in the chak or village in which the grant is situated within six months of the date on which the Collector directs that he be put in possession of a specified area of land, and within one year of the same date he shall build a house, of an approved plan and to the

satisfaction of the Collector on a site allotted by the said Collector or with permission of the Collector, on his own lands: Provided that when the grant is held jointly by two or more persons the Collector may for sufficient reasons excuse any of such joint holders from personal residence in the chak or village: Provided further that when the lands of the grant area situated in more than one chak or village the grantee may with the previous approval of the Collector, elect to settle down in any one of such chak or village. (2) Model abadi. - Where a new abadi is established in a chak the land holders thereof shall be and remain bound jointly and severally to inhabit themselves in the form of a model abadi of lay out duly approved by the Collector.]

## 20. Additional covenants for Tenants.

- If the grant is by way for agricultural purpose the grantee, whether by way of Ghair Khatedari tenancy or conferment of Khatedari rights, shall be and remain bound by the following additional obligations and shall be deemed to have entered into a covenant for their due performance and observance:-(1) Injury to land. - Not to use, cultivate or manage the land in such a way as to make it unfit for agricultural purpose. (2) To bring one third of the culture-able area of the grant under cultivation within one year from the date of the commencement of the grant and thereafter always to keep one-half of the area under cultivation: [Provided that all kinds of new allottees like ex-jagirdars, landless tenants, ex-soldiers, muslim evictee's, gram panchayats, disabled ex-servicemen and dependent of deceased defence personnel, political sufferers, gallantry award holders, declared landless tenants of Bhakra (Punjab), displaced agriculturists or ousters, Gadoliya Lohars and all other special categories of allottees who have been allotted or are to be allotted land in Colony on a price fixed by the State Government, shall be bound to occupy and cultivate the whole of the allotted land within 2 years of the date of handing over possession. If the land is not cultivated within 2 years, the allottee shall be served with a notice to bring the land under cultivation and even then if the land is not cultivated personally before the end of the third year by him to the satisfaction of the Collector, the allotment shall be cancelled by the allotting authority and the land shall stand resumed to the State Government without payment of any compensation: Provided further that the allotment so cancelled shall be restored if the allottee comes forward and undertakes that he will cultivate the land after restoration.] [Added by Notification No. F. 22(30) Revenue/Col./65, dated 19.01.1968-Rajasthan Gazette, Part IV-(C), dated 15.02.1968, page 1061.] (3) Restriction on cultivation when tenancy is for limited period. - If the tenancy is for a period terminating with the end of the Kharif season, not to sow any Rabi crop during the concluding season of the tenancy and if the tenancy is for a period ending with Rabi season, not to sow any Kharif crop during the concluding season of the tenancy. (4) Notice by tenant. - (i) If the term of the grant provide for determination of the tenancy on notice by the grantee, such determination shall take place only at the end of the agricultural year or at a time specifically provided for in the grant, and a reasonable notice thereof shall be given in writing to the Collector in the manner prescribed for surrender of a tenancy under the law relating to tenancy for the time being in force. (ii) If the tenancy is held jointly the notice shall be signed by each co-sharer or by some person duly authorised to act on behalf of all of them, and the Collector may reject a notice so signed unless the authority is produced. (5) Construction of watercourses Restrictions on. - Not to construct or alter any canal, watercourses or drainage channel upon the land without the permission of a competent Canal Officer. (6) Rectangularisation of fields. - To carry out at his own cost Batbandi

of fields for the purposes of rectangulraisation thereof.(7)Survey and demarcation of land. - To pay such amount towards the cost of the survey and demarcation of the land of the chak or village as the Collector or Canal Officer may determine, the cost has already been incurred at the time of the grant or may be incurred thereafter.(8)Construction of watercourses, culverts bridges and roads. - When called upon by the Collector:-(a)to construct at his own expense any watercourse 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 land holders 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 their construction and maintenance as the Collector or a Canal Officer 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 watercourse, road, path, culvert or bridge, the Collector may, after 15 day's notice to him, get the said watercourse, road, path, culvert or bridge, constructed or repaired departmentally and recover the cost thereof from the grantee as arrears of land revenue.(9)Plantation of trees. - The grantee shall, within three years from the time of the canal receiving perennial supply of water, plant on the Batbandi line of each killa or along the watercourses of his land, five times as many trees as there are killas (or Bighas) in the grant and shall ever maintain that number in good condition; provided that-Subject to the provisions of the Rajasthan Tenancy Act, 1955 the grantee may use these trees, and other brushwood as may be standing on his holding, for his own bona fide private purposes connected with cultivation or domestic use, but he shall not sell, barter, exchange or given them away, and shall within six months replant as many new trees as he has cut or removed.(10)Removal of trees and brushwood. - The grantee may remove any trees or brushwood standing on his lands to reclaim and bring the said lands or any part thereof under cultivation and such trees or brushwood shall be at the absolute disposal of the grantee and may be sold by him.(11)The grantee shall not cultivate any land reserved for village site, Charagah or a village Forest, but as a matter of grace, he will be allowed to graze his cattle upon the lands reserved for Charagah and to take wood from the village forest in accordance with the rules framed by the Government in this behalf.

## **21. Building Sites to Tenants.**

(1)If any grant is made for purposes of agriculture and the grantee is also allowed a site in the abadi site of the chak or village for constructing a building for residential purposes, the grantee shall be and remain bound by the following obligation and shall be deemed to have entered into a covenant for their due performance and observance:-(a)To commence the construction of the building within six months from the date of the grant in accordance with a standard plan or modifications of that plan approved by the Collector.(b)To complete the building to the satisfaction of the Collector within eighteen months of the date of grant.(c)To maintain the building thereafter in good repair in accordance with any directions from time to time issued by the Collector.(d)Not to let the building on rent or use it for any purpose other than that for residential purposes or generally subservient thereto, and not to permit or suffer such usage, without the permission of the Collector.(e)Not to make any excavation on the land, village streets and lanes or open areas adjoining thereto or permit or suffer any excavation to be made.(f)Not to sow on the land any crop which are prohibited by the Collector or permit or suffer any such crop to be sown.(2)This condition shall not apply to grant of land for residential purposes to any person who has not been granted, any land for agricultural

purposes also and such persons shall be governed by separate statement of conditions sanctioned for them. Penalties for Breach of Conditions

## **22. Penalty for non-Payment of outgoings and rents.**

- If within 15 days from the date of demand made in writing for payment thereof, the grantee fails to pay in the manner hereinbefore provided all sums due to Government under these provisions, and if he at any time fails to duly observe all or any of the stipulations herein contained and [to be observed by him then and] [Substituted by Notification No. F. 4(22) Revenue/Col./77, dated 31.07.1980-Rajasthan Gazette, Extraordinary, Part IV-(C), dated 12.08.1980, page 123.] in every such case the tenant shall pay penalty to be fixed by the Collector but not exceeding five hundred rupees, or this Government in lieu of demanding such penalty, may, by any officer duly authorised in this behalf, forthwith, without payment of any compensation whatsoever, re-enter upon the said lands and resume the possession thereof and immediately thereupon the said tenancy shall absolutely cease and determine.

## **23. Penalty for breach of conditions.**

- If any grantee fails to perform or commits any breach of any of the terms or conditions of his grant, or suffers or permits such breach or non performance, the Collector may at any time thereafter suspend for such period as he may deem proper his khatedari rights in the grant, if he has already acquired them, or may determine the grant and resume possession of the land may pull down any structure existing thereon, and may sell the materials thereof and retain the proceeds of the sales, whether these rights may have been waived in respect of any earlier default or not, without prejudice to the powers conferred by the Act or to any other right or claim; and if the grant is one by way of a grant for agricultural purposes, the grantee shall nevertheless make all the payments which would otherwise be due from him for the whole period of his tenancy. Notice will be given to the former grantee to take refund of the sum that remains payable to him after deduction of expenses.

## **24.**

Where any breach of condition is of the nature of an omission to do or perform any act and such act can be got done or performed departmentally or otherwise, the Collector may, without prejudice to any other rights conferred upon the Government or any other action taken against the defaulter under the Act or this statement order the said act to be got done or performed departmentally or through such agency as he deems fit and may order recovery of the cost incurred thereon from the grantee in advance or with the next instalment of rent or land revenue as arrears of land revenue. Compensation and Arbitration of Disputes

## **25. Compensation.**

(1) Except as provided in Sections 15 and 16 of the Act no compensation shall be payable by Government in respect of the exercise of any right reserved or conferred by the terms of any grant,

except as provided hereunder:- (a) For damage by exercise of reserved rights. - reasonable compensation for actual damage directly occasioned by the exercise by Government of all or any of the rights reserved to itself other than those relating to construction of watercourses or creating of rights of way or exercise of the existing rights of way, water and other easements. (b) For resumption of grant. - On resumption of the whole or any portion of the land, otherwise than on exchange or for breach of conditions, a proportionate reduction of the rent or a proportionate refund of the purchase price if any paid. (c) For exchange of land. - On exchange under clause 9 of condition 17 reasonable compensation for improvements effected on the land by the grantee and where a land of equal value and advantage cannot be allotted in exchange, reasonable compensation for the difference in the value of the two lands in the latter case, the compensation being payable by the grantee or tenant receiving in exchange the land of greater value. (2) Decision of Collector final. - The decision of the Collector as to whether at any time any damage has been occasioned to the grantee and, as to the compensation to be paid, shall be final and binding upon the parties and each of them. (3) Grantee to be heard. - When any claim for compensation arises, the officer assessing the amount of the compensation shall give the grantee an opportunity of being heard. (4) Government dues to be realised from compensation. - When any sum becomes due to the grantee by way of compensation, any moneys due to Government in respect of the grant shall be deducted therefrom and if Government has any unsettled claim against the grantee, the sum due by way of compensation may be withheld until the claim is settled.

## **26. Arbitration.**

(1) If any question or difference whatsoever shall at any time arise after the making of the grant between Government and the grantee in any way touching or concerning the grant, or the construction, meaning operation or effect of any of these conditions or any other condition relating to the grant of any clause in any written instrument relative to the grant or as to the rights, duties or liabilities of either party under the grant or by virtue of any such condition or instrument or touching the subject matter of the grant or arising out of or in relation thereto then, save in so far as the decision of any such matter has been otherwise provided for and has been so decided, the matter in difference shall be referred to the arbitration of the Commissioner. (2) The arbitrator shall have powers to decide any matter so referred including the following questions:- (a) Whether any other provision has been made for the decision of any matter, and if such provision has been made whether it has been finally decided accordingly, and (b) Whether the grant should be terminated or has been rightly terminated and what are or will be rights and obligations of the parties as a result of such termination. (3) The decision of the arbitrator shall be final and binding; and when any matter so referred to arbitration involves a claim for the award, increase or reduction of a sum of money by way of compensation or any other payment or recovery of money, only the amount decided by the arbitrator shall be recoverable in respect of the disputes so referred. Miscellaneous

## **27. Exercise of powers.**

(1) If there is any Colonisation Officer appointed under that title for the area in which the land is situated, the power or functions conferred on the Collector by these powers or functions conferred on the Collector, or Commissioner or conferred on or reserved to the Government shall be

exercised by such officers as may be specified by any general or special order.

**28. [ Conditions governing transfers under section 13 of the Act. [Added by Notification No. F.3 (15) Revenue/Col./76, dated 13.02.1984-Rajasthan Gazette, Extraordinary, Part IV-(C), dated 16.02.1984, page 423.]**

(1)Consent for transfer of land may be given by the State Government or the officer authorised by the State Government in this behalf to the applicant if the following conditions are fulfilled:-(i)that the transferor is a person recorded as khatedar-tenant of the land in Annual Register prescribed under the Rajasthan Land Revenue Act, 1956;(ii)that the transferor has paid all the dues of the State Government in respect of land in question including price of land, land revenue, irrigation dues, rates, charges, taxes and cess-es and loans advanced or guaranteed by the State Government;(iii)that the transferor has complied with the provisions of Conditions herein contained and, in case of default, the same has been condoned or rectified in accordance with the law;(iv)that the transferor has given a declaration in writing that he shall not apply for, or lay any claim to allotment of land in Rajasthan State as landless person;(v)that the proposed transfer is otherwise legally valid and does not violate any other provision of law;(vi)that the transferee is a person eligible to secure allotment of land in accordance with the rules under the Act.(2)Subject to the provisions of clause (1) above, the consent for transfer of land may be given in genuine cases which are found to satisfy any one of the following conditions:-(i)the applicant is not in a position to cultivate the land personally any further, or(ii)in view of adverse family circumstances or financial commitments, the applicant is in immediate need of money;(3)[Notwithstanding anything contained in sub-conditions (1) and (2) above, but subject to Section 42 of the Rajasthan Tenancy Act, 1955 (Act No. 3 of 1955), where land is sold for industrial, commercial or public welfare purposes] approved by Government or is sold to the Government or a Corporation or an Institution or a Company run by Government or an Educational Institution registered and approved by the Government, [or Registered Housing Cooperative Societies (Registered under the Rajasthan Co-operative Societies Act, 1965) permission to sell may normally be granted] [Inserted by Notification No. F. 4(28) Revenue/Col./84, dated 08.05.1986-Rajasthan Gazette, Part IV-(C), dated 29.05.1986, page 38.] .]

**29. [ Application Form. [Added by Notification No. F. 4(23) Revenue/Col./84, dated 25.08.1984-Rajasthan Gazette, Extraordinary, Part IV-(C), dated 04.10.1984, page 316.]**

- The application under section 13-A of the Act shall be submitted in Form II.

**30. Conditions for the purposes of sub-section (6) of section 13-A of the Act.**

- The transferee is a person eligible to secure allotment of land in accordance with the Rules under the Act.][Form I] [Form I, Substituted by Notification No. F. 4(28) Revenue/Col./79, dated 23.08.1980-Rajasthan Gazette, Part IV-C(II), dated 29.01.1981, page 408.](in triplicate : Part I, II & III)Book No.

## Part I

Under condition 9 of the Rajasthan Colonisation (General Colony) Conditions, 1955. Under condition 9 of the Rajasthan Col. (General Colony) Conditions, 1955, on Shri/Smt./Kumari ..... s/o, w/o, D/o ..... age ..... by caste ..... resident of ..... tehsil ..... Distt ..... who has paid and deposited in Government Treasury a sum of Rs. .... for betterment charges and Rs. .... cost and interest and has fulfilled all relevant conditions of the Rajasthan Colonisation (General Colony) Conditions, 1955, the khatedari rights are hereby conferred in the following land :-

Particulars  
of area

No.	Name of village	Sq. No./Khasra No.	Commmand Killa No.	Un-command Killa No.	Total	Land Classification	Remarks
1	2	3	4	5	6	7	8

This Sanad is hereby given by me under my seal and signature on this ..... day of ..... 19 ..... Place ..... Signature of Collector. [Form II] [Form II, added by Notification No. F. 4(23) Revenue/Col./84, dated 25.08.1984-Rajasthan Gazette, Extraordinary, Part IV-(C), dated 04.10.1984, page 316.][See Condition 29](Application for validation under Section 13-A) To The Collector, ..... Sir, I ..... son of ..... aged ..... resident of village ..... Tehsil ..... District ..... beg to state as under :-

**1. That I am a bonafide resident of Rajasthan and my main source of income is agriculture. I am eligible for allotment of land under the Rajasthan Colonisation (Allotment and Sale of Government Land in Rajasthan Canal Colony Area) Rules, 1975.**

**2. That I intend to transfer my right/interest by way of sale/mortgage/exchange/gift in/to create a charge on/to sub-let for more than five years/the land described below.**

**3. That I fulfill all the conditions prescribed in the Rajasthan Colonisation (General Colony) Conditions, 1955.**

**4. That I have contracted/purchased/sold the land described below with/from/to Shri ..... son of ..... resident of village ..... tehsil ..... by a deed executed on ..... The copy of the deed is enclosed herewith.**



**5. That the khatedari rights in respect of the land have accrued to the transfer or under the Rajasthan Colonisation Act, 1954.**

**6. That the transferor was competent to transfer this land except that he did not obtain the previous consent of the State Government or of the Officer Authorised by it in this behalf as required under sub-section (1) of section 13 of the Rajasthan Colonisation Act, 1954.**

**7. That the transferor has paid all the dues of the State Government in respect of the land described below including the price of the land, land revenue, irrigation charges, betterment levy wherever applicable.**

**8. That the transferor of the land described below has been delivered to the transferee by the transferor and ever since the land was so transferred, the transferee has been continuously cultivating the land and is in possession thereof.**

**9. That there is no agricultural land anywhere in India in the name of the transferee or in the name of the any of his family member the following lands stand in his name and in the name of the following family member/members.**

S. No.	Name	Relation with the transferee	Land held			
Khasra No./Square No./Killa No.	Village/Chak	Tehsil	Area			
1	2	3	4	5	6	7

**10. The compounding fee in lump sum/the first instalment of the compounding fee for getting the transfer validated has been paid by the transferor/transferee or ..... A copy of the Challan is enclosed.**

**11. That the description of the land which is the subject matter of this application is as follows :-**

S. No.	Khasra No./Square No./Killa No. etc.	Village/ Chak	Tehsil	Area of land		
1	2	3	4	5	6	7

I, therefore, hereby request that the transfer of the above mentioned land may kindly be declared as valid. Yours faithfully, Signature (Transferor/Transferee) Dated..... Verification I, ..... son of..... resident of..... do hereby verify that the contents of paras..... are true to my knowledge and I have not suppressed or concealed any relevant

fact. Signature Dated..... (Transferor/Transferee) Notification Under the Rajasthan Colonisation (General Colony) Conditions, 1955 Condition 8(2)

**1. [No. 3(Kh)(12)Revenue/Col/73, dated 8.11.1973-Rajasthan Government Gazette, Part 4(ga), dated 15.11.1973, page 229-English translation.]**

S.O.102. - In exercise of the powers conferred by Section 2(1)(a) of the Rajasthan Colonisation Act, 1954, the State Government hereby appoints the Sub-Divisional Officers to perform the functions and exercise jurisdiction of the Collector in the project areas under Condition 8(2) of the Rajasthan Colonisation (General Colony) Conditions, 1955, in their own jurisdiction.