

The Rajasthan Colonisation (Model Villager And Farms By Literates) Conditions, 1955

RAJASTHAN

India

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Rule

THE-RAJASTHAN-COLONISATION-MODEL-VILLAGER-AND-FARMS-B of 1955

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The Rajasthan Colonisation (Model Villager And Farms By Literates) Conditions, 1955Published vide Notification No. F. 6 (224) Rev/A/55 dated 28.8.1956 published in Rajasthan Gazette Part 4-C, dated 20.9.1956[Section 28 read with section 7 (1) & (2)]In exercise of the powers conferred by section 28 read with subsection (1) of section 7 of the Rajasthan Colonisation Act, 1954 (Rajasthan Act XXVII of 1954) and by sub-section (2) section 7 of the said Act the Government of Rajasthan is hereby pleased to prescribe the following conditions as the special conditions on which land may be granted in a colony for the purposes of grant of land for model villages and farms by literates, and further to direct that these conditions shall be regarded as a statement of special conditions for the above mentioned purposes under sub- section (2) of the said section 7.

1. Title.

- This statement of conditions may be called the Rajasthan Colonisation (Model Villages and Farms by Literates) Conditions. 1955.

2. Application of the Act and provisions of general Colony Conditions.

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

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

3. Interpretations.

(1) All expressions used in this Statement of conditions, except those defined hereinafter, shall, unless the contrary appears from the context, bear the meanings assigned to them in the Rajasthan Colonisation (General Colony) Conditions. 1955. (2) "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 this grant. (3) "Literate" shall mean a Graduate in Agricultural Science.

4. Grants to be impartible

- All grants on the conditions set forth in this statement shall be of 100 bighas or 4 Murrabas each of commanded and irrigable area and shall be impartible holdings and shall, after conferment of Khatedari rights thereon on the original grantee, devolve upon a single person only in accordance with the rules set forth in the first schedule annexed to this statement of conditions. Provided that - (i) Successor to be approved by the Collector. - except in the case of the wife of a deceased grantee, who shall only have a life-time interest in the grant, the successor to the grant shall always be a literate and that such successor shall be approved and accepted by the Collector: (ii) When Collector not to refuse a successor. - the Collector shall not refuse to approve and accept as a successor to the grant any person who undertakes in writing to be bound by and to observe all the stipulations of this statement unless the said person is in the opinion of the Collector, unfit to succeed to the grant on account of the following reasons: - Explanation. - (a) Insolvency, (b) Idiocy, (c) Permanent physical disability, which renders him unfit to manage the grant properly or to give effect to the conditions of this statement.

5. Effect of death of grantee during Khatedari tenure.

- If and when the grantee dies, during the continuance of his Ghair Khatedari tenancy and without having acquired Khatedari rights in the lands, the grant shall lapse to Government and all rights conferred on the tenants by these conditions shall be extinguished: Provided that - (1) Permissible succession - (a) by literate successor. - If his successor is also a literate and undertakes in writing to run the farm on the conditions of this statement, and for the due observation thereof, the Collector may allow the grant to be continued in his favour; (2) By minor successor - if the tenant leaves only a minor son or son's son only the grant may be allowed by the Collector to continue in his favour till such son or son's son has attained an age of 21 years or has attained such academic qualifications as would qualify him as a literate for the purposes of this statement whichever is earlier, but during the period of his minority the Collector shall appoint a literate guardian for the purposes of these conditions on such remuneration as he may deem proper, to manage the grant during the minority; (3) By Widows. - If the tenant has died without leaving a male lineal descendant but has left a widow or widows, the Collector may, in his discretion - (i) permit the senior, or any other widow if

the senior widow is unfit to succeed, to retain a life-time interest in the tenancy subject to due observance of all stipulations of this statement, or(ii)re-allot the lands -(a)to another literate on payment of such compensation for improvements made, buildings constructed and trees grown by the deceased grantee to the widow or widows of the deceased grantee as the Collector may determine, the decision of the Collector with regard to the Compensation to be paid being final and the new grantee being required to deposit the compensation with the Collector before he is allowed to take possession of the lands, or(b)on his giving a written undertaking, to the satisfaction of the Collector, to make a suitable provision for the proper maintenance, out of the tenancy, of the widow or widows of the grantee and in such case the Collector may do all acts and things which may, from time to time, be necessary to enforce any undertaking given under this condition.

6. Purpose of grant.

- The grant shall be for the sole purpose of agriculture and shall not be used for any building purposes, except with the permission of the Collector for building houses for the residence of the grantee himself, as may be absolutely necessary for purposes of cultivating the land to best advantage.

7. Special Covenants.

- The grantee, whether by way of Ghair Khatedari tenancy or conferment of Khatedari rights or otherwise 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)Self-cultivation - To cultivate the whole land with his own hands but he shall be allowed to employ paid labour, except labour employed by way of share-in-crops to assist him in doing so.(2)Advice of Agriculture Department to be followed - Always to follow the advice of the Agriculture Department if given regarding the sowing of improved seeds, use of improved implements and methods and manure and fertilisers.(3)Use of improved Seeds - To sow in the land only improved seeds recommended by the Agriculture Department and for this purpose either purchase seed annually, or on each crop, from the Agriculture Department or from its seed agencies or from firms and other agencies recommended by it or retain in hand sufficient quantities of improved variety of seeds from his own produce to provide for his seed requirements for the succeeding year or crop.(4)Use of Improved Implements - To provide and use improved implements as may be supplied or recommended by the Agriculture Department provided that a minimum number of improved implements on the following scale shall always be maintained by the grantee per square or 25 bighas of his land: -(a)one furrow-turning plough of the type recommended by the Agriculture Department,(b)one bar harrow,(c)one Rabi drill (preferably of the automatic type, in which case one per two square will be sufficient),(d)one Kharif drill.(5)Maintenance of bullocks etc. - To maintain two pairs of bullocks or two camels per square of land allotted.(6)Line sowing of Wheat and Cotton - To sow all wheat and cotton crop by drill in lines as recommended by the Agriculture Department.(7)Breaking of Land after harvest - To break up initially all land after harvest by using a furrow-turning plough.(8)Use of Improved manure - To use in all his lands such fertilisers or green or composed manure as the Agriculture Department may. from time to time recommend and when so required by the said Department to green manure annually not less than 5 bighas per square of his lands.(9)Sale of

produce to Agriculture Department - To give the Agriculture Department first preference to purchase for its seed requirements all pure seeds grown on the grant and surplus to his own requirements; such seed shall be purchased by that Department at the price which is the current rate for sale of ordinary seed at the nearest Mandi on such dates plus such premium as the Director of Agriculture may, from time to time prescribe.(10)Manure pits and Compost - To store all farm yard manure carefully in a properly constructed pit or pits and either collect in the same pit or compost in a separate pit or pits- all available waste matter on the holding.(11)Roughing of crops - To carry out periodical "roughing" of his crops as the Agriculture Department may advise.(12)Control of pests and Diseases - To adopt at his own cost such measure for the control of insect pests, crop diseases, and noxious weeds as the Agriculture Department may advise, or prescribe from time to time.(13)Multi-purpose Farming - To maintain at least five good breeding cows or she-buffaloes with himself and to maintain, jointly with other tenants of the estate, a bull approved by the Veterinary Department and when so required by the Collector, maintain on his Farm such Poultry or sheep-breeding units as may be prescribed by the Collector but it shall be at the option of the tenant to maintain both the classes of units or either of them as may suit him.(14)Alienation - Not to sublet at any time of his tenure the lands or any part thereof, or transfer or attempt to transfer the possession thereof or any right, title or interest therein or create or attempt to create any charge thereon.

8. Resumption of Grant

- If the grantee fails or neglects to perform or observe in whole or in part any of the conditions contained in condition 7 of this statement or if he, without sufficient reasons to the satisfaction of the Collector voluntarily gives up maintenance of a Model Farm envisaged in the said condition, then the Collector shall be entitled to cancel the grant and eject the grantee forthwith and resume the grant without payment of any compensation and the grantee shall be responsible for payment of rent of the lands for 5 years from the date of the resumption of the grant.

9. Free technical advice

- The grantee shall be entitled to free technical advice of the Agriculture Department and its officers.

Schedule

Rules of succession to grants under "Model Village and Farms by Literates Conditions" 1955.

1. For the purposes of these rules, unless there is something to the contrary in the subject or context, -

(a)"son" means a legitimate son, or an adopted son where in accordance with customary or other law applicable to the parties such adoption would be valid and would confer the right to succeed to ancestral immovable property held by the adoptive father;(b)"Descendant" means a legitimate male descendant in the male line.

2. Upon the demise of the tenant, the grant shall devolve in accordance with the following order -

(a) If the deceased grantee has made any gift or will in favour of any surviving person who is a literate, the grant shall devolve upon such person. (b) If clause (a) does not apply and there be an only son or an only son of an only, such son or son's son, as the case may be and so on. (c) If there be more sons than one and clause (b) does not apply, the eldest son, or, if the eldest son be dead, his eldest son (if any), as the case may be, and so on until all the descendants of the eldest son shall fail. (d) Where clauses (a) and (c) do not apply, the second son of the grantee or if the second son be dead, his eldest son, as the case may be and so on until all the descendants of the second son shall fail. (e) The succession of other sons (if any) of the last tenant and their descendants shall be in accordance with the principles mentioned in clause (d).

3.

(1) If the last tenant leaves no legitimate male descendants in the male line, the tenancy shall pass to his widow, or where there shall be more than one widow, to such widow, hereinafter called the senior widow, as was married to the said tenant first in order of time. (2) Where the tenancy has passed in accordance with the rule to the senior widow, the Collector shall have power to determine the amount of maintenance payable to each other widow of the last tenant and the time or times of payment of such maintenance be paid by the senior widow to each other widow at the time or times so fixed and in default the Collector shall have power to determine the tenancy of such widow. (3) On the demise or earlier termination of the tenancy of the senior widow, the tenancy shall pass to the next senior widow subject to the like condition as to maintenance in favour of any other widow. (4) The widow for the time being holding the tenancy shall hold the same, and where the tenancy has passed to the senior widow or next senior widow each other widow shall be entitled to the maintenance fixed in accordance with this rule for life time or until remarriage, till the Collector by order in writing terminates her tenancy or directs the maintenance to be no longer payable. (5) In case of failure of a succeeding grantee to carry out the conditions of tenancy to the satisfaction of the Collector, the Collector may at any time, for reasons to be recorded in writing, order that such tenancy shall pass to the person next entitled to succeed on the condition that such person shall pay to any widow of the deceased grantee such amount of maintenance as the Collector may fix. (6) Any order passed by the Collector under these rules shall be subject to appeal, review or revision in accordance with the provisions of the Rajasthan Tenancy Act.

Schedule 2

Model Village and Farms by Literate Conditions, 1955. Provisions of General Colony Condition, 1955 that would be applicable to the grants under this statement.

Condition No. Subject

4. Interpretation of other statements of conditions or written instruments.

5. Registration of Deeds.

6. Selection of Tenants.

7.

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

8.

(1)Right to construct or alter a Water course.(2)Right to create a Right of way or construct village roads.Grant of Interest in Land

9.

(1)Procedure for acquisition of rights.(2)Payment of purchase money pre-requisite.(3)Right to be acquired in whole grant, not part.

10. Withdrawal of Khatedari rights.

11. Grant of rights in village site.

12. Grant to include easements etc.

13. Tenants rights on product of land.

Obligations of Grantee.

14.

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

15.

(1)Nazrana and purchase price.(2)Payment of Nazrana in instalments.(3)Default of Nazrana in instalments.

16. Time and place of payments.

17.

(1)Use of land.(2)Against injury to reserved rights.(3)Entry of Government Officers.(4)Public rights and easements.(5)Boundary Marks.

17.

(7)Surrender for public purpose etc.(8)Power to resume lands for roads and Railways.(9)Exchange of tenancy.

18.

(1)Construction of masonry well or reservoirs.(5)Village Forest.

20.

(1)Injury to Land.(2)Permanent cultivation.(4)Notice by tenant.(5)Construction of water courses-Restrictions on.(6)Rectangulisation of Fields.(7)Survey and demarcation of land.(8)Construction of water courses, culverts, bridges and roads.(9)Plantation of trees.(10)Removal of trees and brushwood.Penalties for Breach of Conditions

22. Penalty for non-payment of outgoings and rents.

23. Penalty for breach of condition.

Compensation and Arbitration of Disputes

25.

(1)Compensation.(a)For damage by exercise of reserved rights.(b)For resumption of grant.(c)For exchange of land.(2)Decision of Collector- final.(3)Grantee to be heard.(4)Government dues to be realised from compensation.

26. Arbitration.

Miscellaneous

27.

(1)Exercise of powers.(2)Delegation of powers.