

# **The Rules for Grant Of Subsidy for Wire-Netting to Approved Poultry Breeders, 1958**

RAJASTHAN

India

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### **Rule**

### **THE-RULES-FOR-GRANT-OF-SUBSIDY-FOR-WIRE-NETTING-TO-APPROVED-POULTRY-BREEDERS-OF-1958**

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The Rules for Grant Of Subsidy for Wire-Netting to Approved Poultry Breeders, 1958Published vide Notification No. D. 40/58/F. 23(251) Agr. /57/ Part 1, dated 27-2-1959The Governor has been pleased to approve the rules for grant of subsidy for wire-netting to approved poultry breeders in Rajasthan under Poultry Development Scheme.Whereas the Government of Rajasthan have sanctioned a Scheme regarding Poultry Development in Rajasthan as a part of the Second Five Year Plan programme and whereas there is a provision under the Scheme for grant of subsidy for wire-netting to the poultry keepers, the following rules are hereby made, namely:-

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

- (i) These rules shall be called the "Rules for grant of subsidy for wire-netting to the approved Poultry Breeders of Rajasthan.(ii)They shall extend to the whole of Rajasthan.(iii)They shall come into force from the date of publication in the Gazette.

#### **2. Definition.**

- In these rules, unless there is anything repugnant in the subject or context:-(i)The term "Director" means the Director of Animal Husbandry, Rajasthan;(ii)"District Animal Husbandry Officer" means the Officer-in-charge of a District under Animal Husbandry Department;(iii)"Poultry Keeper" means the person who is already keeping poultry or intends to start poultry as a side industry in Rajasthan;(iv)"Block Development Officer" means the Officer-in-charge of the Community Development or National Extension Service of the block concerned;(v)"Subsidy" means the amount

given by the Animal Husbandry Department for purchase of wire-netting to the Poultry Breeders.

### **3. Application.**

- An application in the prescribed form shall be made over by the approved breeder to the District Animal Husbandry Officer/Block Development Officer of the areas concerned. They will get applications so received, verified from the Poultry demonstrator, or the Animal Husbandry Extension Officer of the area concerned. These application(s) will be forwarded by the District Animal Husbandry Officer or the Block Development Officer as the case may be with their recommendations to the Poultry Development Officer who will compile them and submit them to the Director for sanction.

### **4. Conditions of Subsidy.**

(a) A subsidy not exceeding Rs. 50/- will be sanctioned in each case provided the applicant also contribute(s) an equivalent amount for the purpose of wire-netting. The subsidy will be granted on the conditions that the applicant, - (i) shall keep his or her birds in a systematic manner as prescribed by the Department of Animal Husbandry, including the male stock for breeding purposes. (ii) shall not keep Desi or cross breed males. (iii) shall take at least one hatch or brood of the breed kept by him or her. (iv) shall help the Department to the best of his ability to further the cause of development of poultry industry in the State by making to the Government the first offer every year for the purchase of the pedigreed birds and eggs at the Government Poultry Farm rates. (v) shall allow the removal of any bird from his or her block which may be considered unfit for breeding by the Department of Animal Husbandry. (vi) shall co-operate with the said Department by sending his or her birds for Exhibition if such shows are organised by the Government, and (vii) shall agree to the inspection of his/her poultry stock at any time by the Officers of the Animal Husbandry Department.

### **5. Payment of subsidy.**

- The subsidy shall be paid in one instalment provided that the applicant produces two Sureties to the effect that the amount of subsidy shall be utilised for the purpose of wire-netting, which shall be purchased within a period of two months and netting is down on the land within one month after the purchase of the wire-netting. In case of failure of this condition the amount shall be recovered from the immovable and movable properties of the applicant or his sureties, with penal interest at the rate of 6.25% of the amount paid as subsidy. The applicant(s) shall execute an agreement (per Appendix (2) in favour of the Governor of Rajasthan at the time of payment of the amount of subsidy.

### **6. Amendment of the rules.**

- The Government reserves the power to amend these rules in part or whole as and when deemed necessary by publishing the amendments in the Rajasthan Rajpatra.

## 7. Disputes.

- In case of any dispute that may arise with regard to these rules, the decision of the Director of Animal Husbandry, Rajasthan shall be final.

## 8. Supersession.

- These rules shall supersede all rules and instructions issued, if any, on this subject previously. Appendix I Form Application for subsidy for wire-netting I fully understand the objects and privileges under these rules and do hereby agree to abide by them. Name..... S/o..... Profession..... Full Addresses..... Names and Addresses of sureties-

1. ....

2. ....

Signature or L.T.I. of applicant Remarks of the forwarding officer Office of the Poultry Development Officer, Rajasthan, Jaipur The Applicant as recommended by the District Animal Husbandry Officer ..... may ..... be granted subsidy of Rs. 50/- Poultry Development Officer Rajasthan, Jaipur Office of the Director of Animal Husbandry, Rajasthan, Jaipur Granted subsidy of Rs. 50/- to the applicant. Director of Animal Husbandry Rajasthan, Jaipur Appendix II An Agreement made the ..... day of 19 .... Between the Governor of the State of Rajasthan (hereinafter called "the Government") of the one part and Shri..... s/o..... R/o..... (hereinafter called "the Poultry Keeper") of the other part and Shri ..... S/o ..... R/o..... (hereinafter called "the Surety") of the third part. Whereas the poultry Keeper made an application to the Government for grant of subsidy for wire-netting under the rules for grant of subsidy for wire-netting to the Poultry Breeders of Rajasthan; And whereas the Government have agreed to grant the poultry keeper a sum of Rs..... by way of said subsidy upon the conditions hereinafter contained: And Whereas the Surety has agreed to stand security for the due performance of this agreement;

**1. In consideration of the subsidy of Rs..... the receipt whereof he hereby acknowledges, the Poultry Keeper does hereby agree with the Government as follows;-**

(1) The amount of subsidy shall be utilised for the purpose of wire-netting which shall be purchased within a period of two months hereof and netting shall be done on the land within one month after the purchase of the wire-netting. (2) The Poultry Keeper shall-(a) keep his bird in a systematic manner as prescribed by the Department of Animal Husbandry including the male stock for breeding purposes, (b) not keep desi or cross breed males, (c) take at least one hatch or brood of the breed kept by him, (d) make the first offer to the Government every year for the purchase of the pedigree bird and eggs at the Government Farm rates, (e) allow the removal of any bird from his flock

which may be considered unfit for breeding by the Department of Animal Husbandry, (f) co-operate with the said Department by sending his birds for exhibition, if such shows are organised by the Government, (g) allow inspection of his poultry stock at any time by the Officers of the said Department, and (h) abide by the rules for grant of subsidy for wire-netting to the poultry breeders of Rajasthan as modified from time to time by the Government.

**2. The Poultry Keeper and the surety hereby jointly and severally covenant with the Government that if there is any failure of the part of the Poultry Keeper in the performance of any of the conditions of this agreement, the aforesaid amount of subsidy shall be recoverable as an arrear of public demand with an interest at the rate of 6 ¼ per cent thereon from one or both of them.**

**3. If any dispute or question shall at any time arise between the parties hereto with respect to the meaning of effect or any clause in this agreement of the rights and liabilities of the parties hereto respectively hereunder, then such question or dispute shall be referred for decision to the Director of Animal Husbandry, Rajasthan and his decision shall be final and binding on the parties hereto.**

**4. Provided always mid it is hereby agreed that whenever such an interpretation would be requisite to give the fullest scope and effect legally possible to any covenant contained herein, the expressions "the Government", "the Poultry Keeper" and "the Surety" hereinbefore used include their respective heirs, successors, legal representatives and assigns as the case may be.**

In Witness Whereof the parties hereto have signed this deed in the manner indicated below:-

For and on behalf of the Governor      Signed by the Poultry Keeper

.....

.....

Signature

Date.....

Date

Signed by the Surety

Date

Designation .....

Witness I.....

Date.....

Witness II.....