

HARYANA GOVERNMENT
DEVELOPMENT AND PANCHAYATS DEPARTMENT

Notification

The 9th May, 2023

No. S.O. 20/P.A. 18/1961/S. 15/2023.— In exercise of the powers conferred under sub-section (1) read with sub-section (2) of section 15 of the Haryana Village Common Lands (Regulation) Act, 1961 (Punjab Act 18 of 1961), the Governor of Haryana hereby makes the following rules further to amend the Punjab Village Common Lands (Regulation) Rules, 1964, in their application to the State of Haryana, namely:-

1. These rules may be called the Punjab Village Common Lands (Regulation) Haryana Amendment Rules, 2023.
2. In the Punjab Village Common Lands (Regulation) Rules, 1964 (hereinafter called the said rules), in rule 6, for sub-rule (2A), the following sub-rule shall be substituted, namely:-

“(2A) (a) The Panchayat may, after preparing land utilization plan as per the provisions of rule 3 and after prior approval of State Government, lease out its land for the purposes of establishing gaushala, biogas plant, veterinary hospital, research and training centre panchgavya products and cultivation of fodder through allotment for a maximum period of twenty years to such charitable organization which has a history of philanthropic contribution to society and whose antecedents have been verified and which is recommended by the committee to be constituted under clause (b) and the Haryana Gau Sewa Aayog:

Provided that for the purpose of cultivation of fodder by gaushala, only the land which shall not be more than twenty-five percent of the land earmarked for charand in a village shall be leased out:

Provided further that the lessee shall have to house and maintain atleast fifty percent stray cattle of the total cattle population in the gaushala at all points of time during the lease period.

(b) The applicant gaushala shall submit its application for lease of land to the Deputy Commissioner concerned, who may send the same to the Panchayat concerned for its consideration. The Panchayat may after obtaining suggestion and approval of Gram Sabha may pass a resolution. The Panchayat shall forward its proposal to the Deputy Commissioner through Block Development and Panchayats Officer concerned. The proposal of the Panchayat shall be scrutinized by a committee comprising Additional Deputy Commissioner, President of Zila Parishad, District Development and Panchayats Officer, District Revenue Officer and Deputy Director of Animal Husbandry and Dairying Department under the chairmanship of the Deputy Commissioner concerned and may make its recommendation to the State Government through Haryana Gau Sewa Aayog.

(c) The lease of the land shall be subject to the following conditions, besides the conditions proposed and recommended by the Panchayat and the committee mentioned under clause (b):-

- (i) for cultivation of fodder by the gaushala, only upto 1.5 acres of land for every one hundred animals may be given. However, in addition, for the purpose of establishment of gaushala, only upto 0.75 acre of land for every one hundred animals may also be given. In case of lesser or higher number of animals, the land shall be given in proportion of the number of animals. The number of animals shall be counted bi-annually and in case of any decrease is found in the number of animals, the Panchayat shall have the right to claim back the area of land in proportion to the decreased number of animals thereof and it shall take back such land.
- (ii) For the purpose of setting up biogas plant, panchgavya products, veterinary hospital and research and training centre, upto two acres of land may be given in addition to land mentioned in sub-clause (i) above to a gaushala having 1500 or more animals.
- (iii) The lease money shall not be less than Rs. 5100/- per acre per year. The annual lease money shall be paid in advance.
- (iv) The lessee shall have no right to sub-lease the land.
- (v) The lessee shall have to submit audited accounts statement in respect of its total income and expenditure annually before the committee mentioned in clause (b) with a copy to the Panchayat and Block Development and Panchayat Officer concerned.
- (vi) The Sarpanch and the Block Development and Panchayats Officer concerned shall be ex-officio members of the managing committee of the gaushala or any committee formed to look after the affairs of gaushala. They shall ensure that the terms and conditions of the lease are fully complied with.

(vii) Any other terms and conditions as may be recommended by the committee and approved by the State Government.

(d) In case of violation of any condition as mentioned in clause (c) above and the terms and conditions of the lease deed, the lease of the land shall be cancelled and the possession of the land shall revert back to the Panchayat."

3. In the said rules, in rule 22, after entry (vi), the following entry shall be added, namely:-
“(vii) Form of lease deed for gaushalas (Form VI).”.

4. In the said rules, after FORM V, the following Form shall be added, namely:-

“FORM VI
[see rule 22]

This deed of lease made this _____ day of _____ between the Panchayat _____ (hereinafter referred to as the ('lessor') of the one part and Shri _____, son of _____ resident of village _____, tehsil _____ district _____ (hereinafter called the 'lessee' which expression shall include his heirs, executors, administrators, successors and assignees) of the other part.

And, whereas the lessor has agreed to let and the lessee has agreed to take the land hereinafter described and intended to hereby lease upon the terms and subject to the conditions hereinafter appearing.

Now, thereafter, this deed witnesseth that the lessor does hereby grant to the lessee by allotment a lease of the piece of land measuring _____ Acre _____ Kanal _____ Marla pertaining to Khasra No. _____ situated in village _____, tehsil _____, district _____ to hold the same in accordance with the Punjab Village Common Lands (Regulation) Rules, 1964, and subject to the following conditions:-

- (1) That the lessee shall have to house and maintain atleast fifty percent stray cattle of the total cattle population in the gaushala at all points of time during the lease period.
- (2) That the lessee hereby takes the aforesaid land for the term of _____ year and beginning from Kharif/Rabi _____ on the yearly rent of Rs. _____ per bigha /acre. The lessee has paid Rs. _____ in advance and shall pay to the lessor Rs. _____ for the 1st year on _____ and thereafter the yearly rent Rs. _____ shall be paid in the advance in the month of February, every year.
- (3) That the lessee shall pay, when due in respect of the said land or any part thereof-
 - (a) full assessments, cesses, water rates and other charges imposed by competent authority under any law for the time being in force;
 - (b) lease money in accordance with the Punjab Village Common Lands (Regulation) Rules, 1964.
- (4) That the lessee shall not assign, transfer in any way, mortgage or sublet the land hereby demised or premises thereon or any part thereof.
- (5) That the lessee shall be responsible for removing the bushes, leveling the fields, cleaning the Khals, making bunds, clearing the mud out of the water courses etc. in the demised area.
- (6) That all matters relating to cultivation e.g. ploughing, sowing, watering, cropping, digging manuring, use of fertilizers and control of pests, etc., will be carried out as recommended by the Agriculture and Farmers Welfare Department and under the instructions and guidance of the Extension Officer (Agriculture), Village Level Worker of the area.
- (7) That the lessee shall look after the crops, fencing, trees and other necessary fixtures on the land.
- (8) That the lessee shall have to abide by the Regulation of the Irrigation Department, in default of which, he shall have to pay the penalty which may be imposed by the authorities of said Department for wastage of water.
- (9) That if the lessee neglects his duties, the lessor shall have the right to get these duties performed at his (lessee's) expense.
- (10) That the lessor shall have a right to get damages from lessee for any loss which may result from his non-compliance with any of the above conditions.
- (11) That in case the lessee fails to pay the rent or to cultivate the land he shall deliver the possession of the land in question to the Sarpanch of the Panchayat (lessor) or any other person authorized by the lessor. The lessee shall on the expiry of the lease, vacate and give possession of the land to the lessor.
- (12) That the number of animals in gaushala shall be counted bi-annually and in case of any decrease is found in the number of animals, the Panchayat shall have the right to claim back the area of land in proportion to the decreased number of animals thereof and it can take back such land.

- (13) That the lessee shall have to submit audited accounts statement in respect of its total income and expenditure annually before the committee mentioned in clause (b) of sub-rule (2A) of rule 6 with a copy to the Panchayat and Block Development and Panchayat Officer concerned.
- (14) That the Sarpanch and the Block Development and Panchayats Officer concerned shall be ex-officio members of the managing committee of the gaushala to ensure that the terms and conditions of the lease are fully complied with.
- (15) That the land shall be utilized only for the purpose of keeping cattle and cultivation of fodder. However, the residential rooms can also be constructed for the staff therein by the lessee. No shop or outlet shall be established within the premises for the purpose of sale. The lessee shall not carry out any illegal activity from the premises. In case of breach of any condition of this agreement, the possession shall be taken back by the Panchayat.
- (16) That the lessee shall raise boundary wall/fencing, cattle shed, fodder store etc. on its own cost as per requirement. cultivation of fodder shall also be done by the lessee on its own cost.
- (17) That the day to day operation and maintenance of gaushala shall be done by the lessee. The entire water and electricity charges shall also be borne by the lessee. The lessee shall make necessary fire safety arrangements in the premises to ensure safety and security of the public, cattle and the staff working therein.
- (18) That the lessee shall keep the premises and its surrounding in a clean, hygiene condition.
- (19) That the lessee shall at all reasonable times allow access to the authorized representatives of the Panchayat to visit and inspect the said premises to ascertain that the lessee is duly observing the conditions of agreement.
- (20) That the lessee shall maintain proper record in respect of the animals kept in the gaushala including record of animals died in the gaushala.
- (21) That the lessee shall take the entire responsibility for receiving the stray cows, bulls and calves at gaushala and their feeding, care as well as day to day running and management of the gaushala.
- (22) That the lessee is bound to remove the defect, if any, pointed out by the authorized officers during inspection and compliance report thereof shall be furnished within 3 days to the Panchayat.
- (23) That the lessee shall intimate the Panchayat without any delay about the death of any cattle. The lessee shall make appropriate arrangement for the removal of the dead cattle in a reasonable time.
- (24) That the lessee shall strictly abide/observe the rules and regulations imposed by the State Government/ Panchayat or any other authority of the Centre Government from time to time.
- (25) That the lessee shall make payment of any tax or charge levied by any authority from time to time.
- (26) That the lessee shall hand over the possession of the land and infrastructure created thereon to the Panchayat within 48 hours after termination of the agreement for the reasons whatsoever.
- (27) That in case there is breach on the part of the lessee or any of the conditions herein contained and to be observed and performed by him, the lessor or any person authorized by him in his behalf may terminate the lease and re-enter the demised premises and in such case, the lessee shall not be entitled to get any compensation, whatsoever.
- (28) That if any difference or dispute shall arise during the pendency of this lease between the parties hereto in regard to any matter or thing concerning this lease and the terms thereof, such difference or dispute shall be referred to the District Development and Panchayats Officer of the district concerned whose decision shall be binding on the parties and shall be final and conclusive.

In witness whereof the parties to this agreement have hereunto set and subscribed their hands on the dates hereinafter mentioned respectively.

Witness

Signature of the lessee
Revenue ticket, surety, etc.

Witness

Signature of Sarpanch/ Panch
on behalf of the Panchayat."

ANIL MALIK,
Additional Chief Secretary to Government, Haryana,
Development and Panchayats Department.