



सत्यमेव जयते

Mizoram Agricultural Land Leasing Bill, 2021

Department of Agriculture
Government of Mizoram

Mizoram Agricultural Land Leasing Bill, 2021

CONTENTS

SECTION	CHAPTER	PAGE
	CHAPTER-I PRELIMINARY	
1.	Short title, extent and commencement	1
2.	Definition	1-3
	CHAPTER-II LAND LEASE – AGREEMENT, TERMINATION, RIGHTS AND RESPONSIBILITIES	
3.	Agriculture Land leasing under this Act	3
4.	Parties to lease agreement	3
5.	Written agreement	3
6.	Details, terms and conditions of lease agreement	4-5
7.	Registration and recording of lease agreement	5
8.	Lessee cultivator acquires no right over the land	5
9.	Rights and responsibilities of Land owner – Lessor	6-7
10.	Rights and responsibilities of the Lessee Cultivator	7-8
11.	Heritability of Lease	9
12.	Termination of the lease	9-10
	CHAPTER-III ENFORCEMENT OF LEASE AGREEMENT AND DISPUTE RESOLUTION	
13.	Enforcement of lease terms	10
14.	Dispute Resolution	10
15.	Constitution of a Special Land Tribunal	10
16.	Bar of Jurisdiction of Civil Courts	11
	CHAPTER-IV MISCELLANEOUS	
17.	Facilitation of Land Leasing	11
18.	Protection for persons acting in good faith	11
19.	Repeals and Savings	11-12
20.	Power to remove difficulties	12
21.	Power of the State Government to make Rules	12
22.	Power to make Regulations	12

Mizoram Agricultural Land Leasing Bill, 2021

A

Bill

to permit and facilitate leasing of agricultural land, to improve agricultural efficiency and equity, access to land by the landless and semi-landless poor, occupational diversity and for accelerated rural growth and transformation; provide recognition to farmers cultivating agricultural land on lease for enabling them to access loans through credit institutions, insurance, disaster relief, marketing facilities, procurement at Minimum Support Price, subsidies and other support services provided by Government, while protecting fully the land rights of the owners; and matters connected therewith or incidental thereto.

Be it enacted by the Legislative Assembly of Mizoram in the Seventy Second Year of the Republic of India as follows:

CHAPTER – I PRELIMINARY

1. Short title, extent and commencement.-

- (1) This Act may be called the Mizoram Agricultural Land Leasing Act, 2021
- (2) It shall extend to the whole state of Mizoram except Autonomous District Council areas.
- (3) It shall come into force on the date of its publication in the Official Gazette.

2. Definitions.-

In this Act, unless the context otherwise requires:

- (a) “agricultural land” means land which is used or is capable of being used for agriculture and allied activities including fallow land.
- (b) “crop year” means the year as specified by the State Government;

- (c) “agriculture and allied activities ” shall mean raising of crops including food and non-food crops, fodder or grass; fruits and vegetables, flowers, any other horticultural crops and plantation; animal husbandry and dairy; livestock and livestock products, poultry farming, stock breeding; fishery; sericulture, growing of bamboo, agro forestry, agro-processing and other related activities by farmers and farmer groups;
- (d) “Competent Authority” means the **District Agriculture Officer** or Revenue Officer
- (e) “Government” means the State Government of Mizoram;
- (f) “lease” means a contract between the Land owner – Lessor and the Lessee Cultivator by which the Land owner – Lessor conveys use of his/her agricultural land to the Lessee cultivator for agriculture and allied activities for a specified period for a consideration based on an agreement with terms and conditions mutually agreed by the Land owner – Lessor and the Lessee Cultivator;
- (g) “lessee cultivator” means a person **belonging to Scheduled Tribe** or a registered group of cultivators (self-help group, joint liability group, farmer Producer Organization (FPO)/Company (FPC), etc.) formed and owned by person belonging to Scheduled Tribe who leases in the agricultural land for the purpose of agriculture and allied activities against a consideration in cash or kind or a share of produce payable to the Land owner
- Lessor as per the lease agreement;
- (h) “land owner lessor” means a person who owns agricultural land outside **notified town area** on the strength of LSC issued by Land Revenue & Settlement Department, Govt. of Mizoram or document of land ownership issued by the Competent authority and has leased out that land to a lessee cultivator, under mutually agreed terms and conditions;
- (i) “leasing in” means the use of agricultural land by a Lessee Cultivator for a consideration which could be in cash or kind or share of produce;

- (j) “leasing out” means the **leasing** of land by a Land owner – Lessor to a Lessee Cultivator for an agreed lease period for a consideration which could be in cash or kind or share of produce;
- (k) “farmer” includes a person who owns and cultivates land himself/ herself as well as a person who may or may not own land but cultivates land leased in from others;
- (l) “farmer groups” includes self-help groups, joint liability groups, Farmer Producers Organizations (FPOs) **formed and owned by person belonging to Scheduled Tribe** and the like.

CHAPTER – II

LAND LEASE – AGREEMENT, TERMINATION, RIGHTS AND RESPONSIBILITIES

3. Agriculture Land leasing under this Act.-

Notwithstanding anything contained in any other law in force, on and from the commencement of this Act, every person intending to lease in or lease out agricultural land for agriculture and allied activities shall be entitled to enter into a written lease agreement on mutually agreed terms and conditions, consistent with the terms of this Act.

4. Parties to lease agreement.-

The lease shall be between the Land owner - Lessor and the Lessee Cultivator who leases in land for agriculture and allied activities.

5. Written agreement.-

The Land owner - Lessor and the Lessee Cultivator shall enter into a written lease agreement with the mutually agreed terms and conditions. A model lease agreement is attached as Annexure A to this Act;

6. Details, terms and conditions of lease agreement.-

- (a) The lease agreement shall contain the following details, terms and conditions namely:-
- (i) The names of the Land owner Lessor and Lessee Cultivator;
 - (ii) Survey number, boundaries, location and area of leased out land;
 - (iii) The duration of the lease expressed in months or years and including the starting and ending dates of the lease and should be compatible with the crop cycle/ agricultural year;
 - (iv) The lease amount/ consideration and the due date of such amount payable by the Lessee Cultivator;
 - (v) The terms and conditions for renewal or extension of lease if any;
 - (vi) Any major default which shall invoke termination of lease;
 - (vii) Any other mutually agreed provision, consistent with the terms of this Act.
 - (viii) The list of agricultural activities for which the leased land will be used by the Lessee
- (b) On the whole Agriculture & Allied Activities shall cover Activities defined under National Industrial Classification (All Economic Activities) 2008 broadly covered under Section A: Division 01 (Except for Group 17), Division 02 & Division 03
- (c) Government shall not fix the duration of the lease period, as this shall be decided and mutually agreed upon by the Land owner - Lessor and the Lessee Cultivator;

Provided further that any period of lease as per the lease agreement under this Act shall not create an protected tenancy right on a Lessee;

7. Registration and recording of lease agreement.-

(d) Government shall not fix a minimum or maximum lease amount in fixed cash or kind or share of produce to be given to the Land owner - Lessor for use of the land as this shall be decided and mutually agreed upon by the Land owner- lessor and the Lessee Cultivator.

(a) The lease agreement may or may not be registered under the Indian Registration Act, 1908 (as adapted in the State of Mizoram by the Registration (Mizoram Amendment) Act, 1996 as amended from time to time), depending upon the mutual agreement of the Land owner- Lessor and the Lessee cultivator;

(b) A written lease agreement may be attested by Village Council/Local Council or any local bank officer or a Notary with two witnesses;

8. Lessee cultivator acquires no right over the land.-

(a) A lease agreement shall not be entered into Record of Rights, as the leasing for any period whatsoever shall not create any occupancy or protected tenancy or right against lawful eviction or lease termination under this Act;

(b) A lease agreement either registered under the Registration Act, 1908 (as adapted in the State of Mizoram by the Registration (Mizoram Amendment) Act, 1996 as amended from time to time) or attested by the Village/Local Council or Revenue officer or a Notary shall not create or confer any right over land including protected tenancy / occupancy right or any other right against eviction or lease termination or interest on the Lessee Cultivator other than those contained in this Act or the lease agreement and shall not be used to establish any permanent right over the land in the court of law;

(c) The leased land shall automatically revert to the land owner- lessor on the expiry of agreed lease period, unless it is renewed again for a period mutually agreed upon by the Land owner- Lessor and the Lessee Cultivator;

(d) In the event of a dispute, the Lessee Cultivator and the Land owner - Lessor shall utilize a dispute resolution mechanism, consistent with the terms of this Act.

9. Rights and responsibilities of Land owner – Lessor.-

The Land owner – Lessor:-

- (a) shall put the Lessee Cultivator in possession of the leased-out land on the first day of the lease and shall not interfere with the Lessee Cultivator's use and possession thereof so long as the Lessee Cultivator (i) does not default in the payment of lease amount , (ii) does not cause damage to the soil health, (iii) does not use the land for purposes other than what is agreed upon in the lease agreement and (iv) does not sublease the land to any other person;
- (b) shall receive the agreed lease consideration in either fixed cash or fixed produce or share of produce from the Lessee Cultivator within the agreed time as per the lease agreement;
- (c) shall be entitled to automatic resumption of the land on the expiry of the initially agreed lease period or the mutually extended lease period without any encumbrances;

Provided that the discharge of any charge or interest or liability created by the Lessee Cultivator during the lease period shall not be binding on the Land owner - Lessor after expiry of lease period;

- (d) shall have the right to resume the leased-out land during the existing lease term only if the written lease agreement so provides, with prior written notice to the Lessee Cultivator, as mutually agreed upon. If the Land owner - Lessor and Lessee Cultivator mutually agree that the Lessee Cultivator needs greater security of tenure, the written lease agreement should clearly specify the period during which no resumption of Land owner - Lessor shall be allowed;
- (e) shall be entitled to Govt. support if provided by the Government for long term/permanent damage of the land due to natural calamity or similar;
- (f) shall not interrupt any available resource of the land like access to surface water, ground water, pathway, electricity etc if mutually agreed upon by the Lessor and the Lessee and mentioned in the agreement;

10. Rights and responsibilities of the Lessee Cultivator.-

- (g) shall have the right to terminate the lease if the Lessee Cultivator commits any of the defaults set out under such clause (a) hereof;
 - (h) shall have the right to alienate the leased-out agricultural land including by way of a sale, gift, mortgage etc. during the currency of the agreed lease period, subject to the condition that such transfer shall not affect in any manner the Lessee Cultivator's right to cultivate the land until the expiry of the agreed lease period;
 - (i) shall pay all taxes and cess on the land.
- The lessee cultivator:-
- (a) shall be entitled to an undisturbed possession and use of the agricultural land for the agreed period as is provided for in the lease agreement;
 - (b) shall not acquire any right over the land by virtue of the lease other than those set forth in this Act or in the lease agreement;
 - (c) shall not sub-lease or mortgage the leased-in land;
 - (d) shall be eligible to raise loans from banks / cooperative societies or any other government financial institutions without mortgaging the leased in land, based on the lease agreement either registered under the Registration Act, 1908 (as adapted in the State of Mizoram by the Registration (Mizoram Amendment) Act, 1996 as amended from time to time) or attested by the Village/Local Council or Revenue officer or a Notary. The expected value of production / returns from leased in land during the lease period may be used as collateral by credit institutions for advancing loan to a lessee cultivator if this is mutually agreed between the institution and the Lessee Cultivator;
 - (e) shall be entitled to obtain crop insurance, disaster relief or any other benefits or facilities provided to the farmers by the State or Central Government, based on the lease agreement and during the currency of the lease period;
 - (f) shall have the right to voluntarily surrender the leased-in land with such notice to the Land owner-Lessor, as specified in the terms and conditions of the lease agreement;

- (g) shall vacate the leased in land immediately at the end of the initially agreed term of the lease or the mutually extended period without any encumbrances created during the lease period;
- (h) shall not have the right to build structures or any fixtures on the land without the express permission of the Land owner – Lessor;
- (i) shall pay the lease consideration in time as specified in the lease agreement, as delay in payment beyond three months from the due date, shall constitute major default, entitling the land owner to issue notice for termination of lease;
- (j) shall use the land only for agriculture and allied activities, as mentioned in the lease agreement;
- (k) shall not cause any damage to the land and shall be liable to the Land owner - Lessor for any damage caused to the leased in land and immovable asset on it;
- (l) shall not have any right to the leased agricultural land other than those specifically set forth in the lease agreement or in this Act;
- (m) shall not sublease the leased in land to any other person, and any such act shall constitute a major default, entitling the Land owner Lessor to issue notice for termination of lease;
- (n) shall not disturb the boundary of the land and survey stones if any during the lease period;
- (o) shall be entitled to use the available resources and facilities like water, pathway/ road, electricity etc. as mentioned in the lease agreement;

11. Heritability of Lease.-

Leases under this Act shall not be normally heritable. In the event of death of a single Land owner - Lessor, the Lessee Cultivator shall continue to cultivate the leased in land for the remaining lease period, unless the Lessee Cultivator and the heirs of Land owner - Lessor agree to end the lease agreement early by mutual consent. In case of multiple lessor, as long as one of the original lessors is surviving, the lease agreement shall stand. If the single Lessee Cultivator dies, land shall revert to the Land owner Lessor, at the end of the crop year, unless the Land owner - Lessor and heirs of Lessee Cultivator mutually agree to continue the lease. In case the Lessee Cultivator has included the name(s) of his / her son(s) or daughter(s) as a co-lessee in the lease agreement, the surviving co-lessee shall continue the lease for the remaining lease period or any mutually agreed extended lease period.

12. Termination of the lease.-

The lease executed under this Act, can be terminated-

- (a) on expiry of the agreed lease period;
- (b) when the Lessee Cultivator fails to pay the lease consideration as per the agreed terms and in the agreed time, with major default a grace period of 3 months;
- (c) if the Lessee Cultivator uses the land for purposes other than agriculture and allied activities or those specified in the lease agreement;
- (d) if the Lessee Cultivator sub-leases the leased-in land;
- (e) if there is any willful damage caused to the land or any assets standing thereon by the Lessee;
- (f) if the Landowner- Lessor and Lessee Cultivator mutually agree to terminate the lease.
- (g) If the Lessee Cultivator dies during the lease period, in which case the lease period is terminated, subject to the provisions under section 11 of this Act.

- (h) When the Lessee Cultivator voluntarily surrenders the land during the lease period, under provisions of clause (f) of section 10 of this Act.
- (i) If acquisition of land takes place by the Government during the lease period.

CHAPTER – III
Enforcement of Lease Agreement and Dispute Resolution

13. Enforcement of lease terms.-

The Competent Authority shall be responsible for the following:

- (i) Enforcement of terms of lease;
- (ii) facilitating return of the leased out agricultural land to the Landowner Lessor on expiry of the lease period.

14. Dispute Resolution.-

- (i) The Lessee Cultivator and the Landowner-Lessor shall make all efforts to amicably settle any dispute between them arising out of lease agreement under this Act, using third party mediation or Village Council or Local Council;
- (ii) If the dispute is not settled through the mechanisms mentioned in clause(i) above, either party may file a petition before the competent authority i.e. District Agriculture Officer or equal rank Revenue Officer of the state which shall adjudicate the dispute using summary procedure within a period of four weeks;
- (iii) For every order other than interim order passed by the competent authority under this Act an appeal shall lie to the District Magistrate/Deputy Commissioner as may be specified by the state.
- (iv) If the dispute is not settled through the mechanism under clause (i) and (ii) above, either party may approach Special Land Tribunal created for the purpose.

15. Constitution of a Special Land Tribunal.-

The state government shall constitute a Special Land Tribunal, headed by a retired High Court or District Court Judge, which shall be the final authority to adjudicate disputes, under this Act.

16. Bar of Jurisdiction of Civil Courts.-

- (i) No decision made or order passed or proceeding taken by any Officer or authority or the State Government under this Act, not being a decision, order or proceeding affecting the title to the land of a person, shall be called in question before a Civil Court in any suit, application or other proceeding and no Injunction shall be granted by any Court in respect of any proceedings taken or about to be taken by such Officer or Authority or State Government in pursuance of any power conferred by or under this Act;
- (ii) No Civil courts will have jurisdiction over disputes under this Act.

CHAPTER – IV

Miscellaneous

17. Facilitation of Land Leasing.-

The Competent Authority to facilitate the Act shall:

- (a) create awareness;
- (b) bring in all non-cultivating land owners and landless cultivators into the provision of the Act;
- (c) strive to create a village wise database of landowners and landless cultivators;
- (d) facilitate services like credit, insurance, disaster relief, marketing, subsidies, Minimum Support Price etc. for the lessee cultivators.

18. Protections for persons acting in good faith.-

No suit, prosecution or other legal proceeding shall lie against any officer of the Government for anything which is in good faith done or intended to be done under this Act or the rules made there under.

19. Repeals and Savings.-

- (i) The provisions of the Act shall override any other law in force on the subject from the date of its coming into force;

Provided that any rights accrued, actions taken, cases pending under any other law in force will be governed by the provisions of such law;

- (ii) This Act shall not have any retrospective effect. The existing protected tenants'/share croppers' rights under any laws in force shall not be affected by this Act.

20. Power to remove difficulties.-

If any difficulty arises in giving effect to the provisions of this Act, the Government may by order published in the Official Gazette make provisions not inconsistent with the provisions of the Act as appear to them to be necessary and expedient for removing the difficulty.

21. Power of the State Government to make rules.-

- (a) The State Government may, by notification, make rules to carry out the provisions of this Act.
- (b) Every rule made under this Act shall be laid before the State Legislature.

22. Power to make regulations.-

Subject to the provisions of this Act and its rules, the State Government may make regulations to carry out the purpose of this Act.

Annexure – A1

STANDARD LEASE AGREEMENT FOR AGRICULTURAL LAND

This lease agreement is made and executed by and between the following Landowner – Lessor (s) and Lessee-Cultivator(s):

1. Landowner – Lessor (s)

Name(s):		
D/o, S/o:		
Aged about:		
Occupation:		
Residing at:		

2. Lessee-Cultivator(s)

Name(s):		
D/o, S/o:		
Aged about:		
Occupation:		
Residing at:		

3. Subject and Duration of Lease Agreement

3.1 The Landowner - Lessor -transfers and the Lessee-Cultivator accepts the following land parcel for lease for agriculture and allied activities:

Survey No. _____

Extent/Area: _____

Situated in: (Village/Mandal/District) _____

Bounded by

North :

South :

East :

West :

3.2 The land parcel is leased for the duration of _____ years with a starting date of _____ and an expiration date of _____, after which the Lessee-Cultivator will give up possession unless the parties extend the lease by mutual agreement.

3.3 If the Landowner - Lessor and Lessee-Cultivator mutually agree to extend the lease period, they can do so by making entries in the table in Section 3.4 of this Lease Agreement.

3.4 Agreement to extend the Agricultural Land Lease Agreement

Upon expiration of the lease period described in Section 3.2, hereby the Landowner - Lessor and the Lessee-Cultivator certify that the period of the Lease Agreement is prolonged as indicated in the table below:

I	II	III
Lease period extended Number of Years and Expiry Date	Signatures	Date of Signing
Lease period is extended for another ____ year(s), expiring on ____ day of ____ (month), in year ____	_____ (Landowner- Lessor) _____ (Lessee - Cultivator)	____ day of ____ (month) in year ____
Lease period is extended for another ____ year(s), expiring on ____ day of ____ (month), in year ____	_____ (Landowner- Lessor) _____ (Lessee - Cultivator)	____ day of ____ (month) in year ____
Lease period is extended for another ____ year(s), expiring on ____ day of ____ (month), in year ____	_____ (Landowner- Lessor) _____ (Lessee - Cultivator)	____ day of ____ (month) in year ____
Lease period is extended for another ____ year(s), expiring on ____ day of ____ (month), in year ____	_____ Landowner- Lessor) _____ (Lessee - Cultivator)	____ day of ____ (month) in year ____
Lease period is extended for another ____ year(s), expiring on ____ day of ____ (month), in year ____	_____ Landowner- Lessor) _____ (Lessee - Cultivator)	____ day of ____ (month) in year ____

3.5. The Landowner - Lessor(s) guarantees that she/he/they are the absolute owner of the land allotted under _____ (*No. of LSC*) at _____ (*location*) with an area _____

3.6 The Landowner - Lessor guarantees that the parcel is free of any encumbrances or restrictions with regard to its use for agricultural production.

3.7. The Lessee cultivator shall bear the cost of Stamp Duty and Registration.

4. Payment

4.1 For use of the land, the Lessee-Cultivator will pay the Landowner - Lessor a lease amount in either rupees or fixed quantity of produce or share of produce or in a combination of these as indicated in the following table:

Form of Payment	Amount	Due Date
<input type="checkbox"/> Rupees	Rs_____per year	
<input type="checkbox"/> Crops in-kind (first) Type of crop:	<input type="checkbox"/> Fixed quantity of _____ (number) _____ (unit e.g. kg, quintals, etc.) <input type="checkbox"/> Share amount of _____ % of the harvested crop	
<input type="checkbox"/> Crops in-kind (second, if applicable) Type of crop:	<input type="checkbox"/> Fixed quantity of _____ (number) _____ (unit e.g. kg, quintals, etc.) <input type="checkbox"/> Share amount of _____ % of the harvested crop	

5. Obligations for Inputs

5.1 Responsibility for the payment or provision of inputs will be by mutual agreement of the Landowner – Lessor and Lessee-Cultivator according to the following table:

	Landowner – Lessor	Lessee-Cultivator
<i>Seeds</i>		
<i>Fertilizer</i>		
<i>Pesticides</i>		
<i>Hired labor costs</i>		
<i>Other:</i>		

6. Rights and Obligations of the Landowner - Lessor

6.1 The Landowner - Lessor shall put the Lessee-Cultivator in possession of the leased-out land on the first day of the lease and shall not interfere with the Lessee-Cultivator's use and possession so long as the Lessee-Cultivator is in compliance with the terms of this agreement.

6.2 The Landowner - Lessor shall have the right to take back the land at the end of the agreed lease period, unless it is renewed again by mutual agreement of the Landowner - Lessor and Lessee-Cultivator.

6.3 The Landowner - Lessor shall have the right to alienate the leased-out land including by sale, gift, and mortgage provided the Lessee-Cultivator is allowed to cultivate the land even after the alienation until the expiry of the agreed lease period, as per the law.

6.4 The Landowner - Lessor shall have the right to terminate the lease after providing notice and giving the Lessee-Cultivator 90 days to correct the violation if:

- (a) the Lessee-Cultivator fails to pay the lease amount as mutually agreed in Section 4 of this Lease Agreement;
- (b) the Lessee-Cultivator uses the land for purposes other than agriculture and allied activities; or
- (c) the Lessee-Cultivator fails to comply with any other provision of this Lease Agreement
- (d) the Lessee-Cultivator sub leased the leased in land

6.5 In the event of death of any single land owner lessor, the lessee cultivator shall continue to cultivate the leased-in land during the remaining lease period, unless the Lessee Cultivator and heirs of Land owner - Lessor agree to end the lease agreement by mutual consent. In the case of multiple Land owner - Lessor, as long as one of the original lessors is surviving, the lease agreement shall stand.

7. Rights and Obligations of the Lessee-Cultivator

7.1 The Lessee-Cultivator shall NOT acquire any right over the land other than those set forth in this lease agreement.

7.2 The Lessee-Cultivator shall vacate the land immediately at the end of the lease period or the mutually extended period without any encumbrances created during the lease period

7.3 The Lessee-Cultivator shall pay the lease amount in cash or fixed quantity of produce or share of produce on time as specified in Section 5 of this lease agreement.

7.4 The Lessee-Cultivator is liable to the Landowner - Lessor for any damage to the land and any other immovable property on the land other than normal wear-and-tear.

7.5 The Lessee-Cultivator is entitled to undisturbed possession and use of the agricultural land and all available resources and facilities like water, pathway/ road, electricity etc. for the agreed period as per the Lease Agreement.

7.6 The Lessee-Cultivator shall be entitled to obtain loans, crop insurance, disaster relief or any other related benefits or facilities provided to farmers by the State or Central Government based on their agricultural use of the leased-in land.

7.7 The Lessee-Cultivator's rights under this lease agreement are NOT heritable. In the event of death of a single Lessee Cultivator during the lease period, land shall revert to the Land owner - Lessor at the end of the crop year, unless the Land owner - Lessor and heirs of Lessee- Cultivator mutually agree to terminate the lease agreement earlier or to continue the lease for the remaining lease period or any extended period by entering into an

agreement. In the case of multiple Lessee cultivators, as long as one of the Lessee Cultivators is surviving, the lease agreement shall stand.

8. Resolving Disputes

8.1 The Landowner - Lessor and Lessee-Cultivator shall make all efforts to amicably settle any dispute between them arising out of this Lease Agreement, using third party mediation or Local/Village Council.

8.2 If the dispute cannot be settled through the mechanisms in Secs. 8.1, then either party may file a petition before the competent authority.

8.3 For every order other than interim order passed by the Competent authority under this Act as appeal shall be the District magistrate/Deputy Commissioner as may be specified by the State.

8.4 If a dispute cannot be settled through the mechanisms under 8.1 and 8.2, the Landowner - Lessor and Lessee-Cultivator shall approach the Special Land Tribunal created for the purpose.

9. Other Terms

9.1 This lease agreement shall NOT create any occupancy right, protected tenancy right or any other related right in the Lessee-Cultivator other than the rights contained in the lease agreement.

9.2 This lease agreement shall NOT be entered into the Record of Rights.

9.3 This lease agreement shall shall NOT *tick chosen box+ be registered under the Registration Act.

9.4 This Lease Agreement will be executed in three original copies. The Landowner - Lessor will keep one copy. The Lessee- Cultivator will keep one copy. The third copy will be kept by the following person (can by Block Officer or Revenue Officer, or any other person).
_____, who has been chosen by mutual agreement of the Landowner - Lessor and the Lessee - Cultivator.

9.5 Other unique terms added by parties -----

10. Signatures

In witness whereof, the Landowner - Lessor (s) and Lessee-Cultivator(s) have signed this Lease Agreement in token of their acceptance with their own free will and without any undue influence and coercion in the presence of witnesses

LAND OWNER – LESSOR (S)

Signature (s).....

Date:.....

LESSEE – CULTIVATOR (S)

Signatures (s).....

Date:

WITNESS

Name:

Date.....

Name.....

Date.....

Signature.....

Date.....

Signature.....

Date.....