

THE TRIPURA BILL NO- OF 2021

THE TRIPURA AGRICULTURAL LAND LEASING BILL, 2021

**THE TRIPURA 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 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 Legislature of the State of TRIPURA in the Seventy second year of the Republic of India, as follows:

**CHAPTER – I
PRELIMINARY**

1. Short title, extent and commencement

- (1) This Bill shall be called the “Tripura Agricultural Land Leasing Bill, 2021”;
- (2) It shall come into force on such date as the State Government by notification appoints; but no retrospective date shall be appointed.

2. Definitions

In this Act, unless the context otherwise requires:

- a) “Agricultural land” means land which includes jote/private land which is used or is capable of being used for the agriculture and allied activities including fallow land;
- b) “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; poultry farming, stock breeding; fishery; agro forestry, medicinal, bamboo,

agro-processing and other related activities by farmers and farmer groups;

- c) "Agricultural Year" means the year commencing on such date as the State Government may, in the case of any specified area, by notification in the Official Gazette, appoint;
- d) "Competent authority", in relation to any provision, means any officer appointed by the State Government by notification to be the competent authority for the purpose of that provision.
- e) "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 or otherwise involved in / engaged in agriculture or allied activities;
- f) "Farmer groups" includes self help groups, joint liability groups, farm producers organizations (FPOs) and FPG/FPC companies;
- g) "Government" means the State Government of Tripura;
- h) "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 ;
- i) "Lessee Cultivator" means a person 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;
- j) "Land owner lessor" means a person who owns agricultural land and has leased out that land to a lessee cultivator, under mutually agreed terms and conditions;
- k) "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;

<p>l) “Leasing out” means the transfer 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;</p> <p>m) The words and phrases which are used but not defined in this Act shall have same meaning as provided in the Tripura Land Revenue And Land Reforms Act, 1960</p>	
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CHAPTER – II

<p>3. Land Lease - Agreement, Termination, Rights and Responsibilities</p> <p>a) Notwithstanding anything contained in any other law, 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 enter into a lease agreement, consistent with the provision of this Act;</p> <p>b) The lease shall be between the Land owner – Lessor and the Lessee Cultivator who leases in land for agriculture and allied activities;</p> <p>c) Leasing in of agricultural land in scheduled areas shall be only by the person belonging to scheduled tribes and any other person permitted by the laws in force in scheduled areas and outside scheduled areas under Tripura Land Revenue And Land Reforms Act, 1960 ;</p> <p>d) 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;</p> <p>e) The lease agreement shall contain the following details, terms and conditions namely:-</p> <p>i) The names of the Land owner Lessor and Lessee Cultivator;</p> <p>ii) Survey number, boundaries, location and area of leased out land;</p> <p>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;</p>	<p>Agricultural land leasing under this Act</p> <p>Parties to lease agreement</p> <p>Lease in Scheduled Areas</p> <p>Written agreement</p> <p>Details, terms and conditions of lease agreement</p>
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- 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.

- f) The duration of the lease shall be decided and mutually agreed upon by the Land owner – Lessor and the Lessee Cultivator subject to a maximum period of 9 years 11 month

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

- g) Government shall fix a minimum annual rent which should not be less than $\frac{1}{4}$ of the produce or its equivalent amount;
- h) A written lease agreement shall be registered by any Revenue officer, notified by the State Government from time to time;
- i) A lease agreement shall be entered into Record of Rights, but the leasing for a period as permitted shall not create any occupancy or protected tenancy or right against lawful eviction or lease termination, under this Act; an entry of “ইজারা দং” shall be recorded in column number 16 of record of right (khatian) and the entry shall be deemed to be invalid with expiry or termination of the lease period.
- j) A lease agreement under this act 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;
- k) The leased land shall automatically revert to the land

Registration and recording of lease agreement

Lessee cultivator acquires no right over the land

<p>owner- lessor on the expiry or termination of agreed lease period, unless it is renewed again for a period mutually agreed upon by the Land owner- Lessor and the Lessee Cultivator;</p> <p>l) The leased in land of any lessed shall not exceed the ceiling limit as defined in the Tripura Land Revenue And Land Reforms Act, 1960.</p> <p>m) In the event of a dispute, the Lessee Cultivator and the Land owner - Lessor shall utilise a dispute resolution mechanism, consistent with the terms of this Act;</p>	<p>ceiling limit</p> <p>Rights and responsibility -es of land owner</p>
<p>4. Rights and responsibilities of Land owner - Lessor</p>	
<p>The Land owner -Lessor</p>	
<p>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 make any default in the payment of lease amount, (ii) does not cause damage to the soil health or otherwise change the basic nature of the land, (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;</p>	<p>Right to receive lease amount in time</p>
<p>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;</p>	<p>Right to resumption, alienation etc.</p>
<p>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;</p>	
<p>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</p>	

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 have the right to terminate the lease if the Lessee Cultivator commits any of the defaults set out under such clause(a) hereof;
- f. 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;
- g. Shall pay all taxes and cess on the land;

5. Rights and responsibilities of the Lessee Cultivator

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 avail loans from banks / cooperative societies or any other government financial institutions without mortgaging the leased land and against the cultivated crops/produce only, based on the lease agreement. 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

Rights and responsibilities of lessee cultivator

Right to undisturbed possession and use. Without right to sub Lease or mortgage. Eligibility to avail credit.

Eligibility to

<p>the State or Central Government, based on the lease agreement and during the currency of the lease period.</p> <p>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.</p> <p>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.</p> <p>h) Shall not have the right to build structures or any fixtures on the land without the express permission of the Land owner – Lessor.</p> <p>i) Shall be entitled for compensation for improvement or fixtures made on the leased in agricultural land from the Land owner – Lessor, provided the improvements or fixtures are consistent with the lease agreement and the lease agreement provides for such compensation</p> <p>Explanation: compensation may be equal to the unused value of the improvement or developments made on the leased agricultural land</p> <p>j) 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.</p> <p>k) Shall use the land only for agriculture and allied activities, as mentioned in the lease agreement.</p> <p>l) 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.</p> <p>m) Shall not have any right to the leased agricultural land other than those specifically set forth in the lease agreement or in this Act.</p> <p>n) Shall not sublease the leased in land to any other person, and any such act shall constitute a major default,</p>	<p>obtain insurance, disaster relief etc.</p> <p>Right to voluntary surrender</p> <p>Vacating the lease land without encumbrances</p> <p>Right to compensation for investment made</p>
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entitling the Land owner Lessor to issue notice for termination of lease.

- o) Shall not disturb the boundary of the land and survey stones if any during the lease period.

6. Heritability of Lease

Leases under this Act shall not be normally inheritable. 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 before expiry of lease period 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 spouse 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.

Leases are not inheritable

7. 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, even after the 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 damage caused to the land by the Lessee Cultivator.
- f) If the Land owner- 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 – 6 of this Act.

Termination of lease

<p>h) When the Lessee Cultivator voluntarily surrenders the land during the lease period, under provisions of Section – 5(f) of this Act.</p>	
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CHAPTER – III

Enforcement of Lease Agreement and Dispute Resolution

<p>8. Enforcement of lease terms</p> <p>The Competent Authority shall be responsible for the following:</p> <ul style="list-style-type: none"> (i) Enforcement of terms of lease; (ii) Facilitating return of the leased out agricultural land to the Land owner Lessor on expiry of the lease period. 	<p>Enforcement of lease agreement</p>
<p>9. Dispute Resolution</p> <ul style="list-style-type: none"> (i) The Lessee Cultivator and the Land owner – 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 Gram Panchayat or Gram Sabha/Village Committee or other such institutions. (ii) If the dispute is not settled through the mechanisms mentioned in clause (i) above either party may file a petition before the Sub-Divisional Magistrate, which shall adjudicate the dispute using summary procedure within a considerable period from the date of such petition. (iii) For every order, passed by the Sub-Divisional Magistrate under this chapter, an appeal or revision may be filed before the collector and onwards under the provisions of section 93 & 95 of the Tripura Land Revenue and Land Reforms Act, 1960. 	<p>Dispute Resolution</p>

CHAPTER – IV

Miscellaneous

<p>10. Protections for persons acting in good faith</p> <p>No suit, prosecution or other legal proceeding shall lie against any officer of the Government while resolving the disputes which are done in good faith or intended to be done under this Act or</p>	
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the rules made there under.

11. Savings

- (i) Any rights accrued, actions taken, cases pending under any other law in force will be governed by the provisions of such law.

Provided that if an existing lease agreement between a Land owner- Lessor and Lessee Cultivator is sought to be further extended or replaced by a new lease, the provisions of this Act shall apply.

- (ii) This Act shall not have any retrospective effect. The existing protected tenants / share croppers, under the old Acts shall not be affected by this Act.

12. Power to make rules

The State Government may, by notification in the official gazette, make rules to carry out the purpose of this Act

13. Power to remove difficulties

If any difficulty arises in giving effect to the provisions of this Bill, 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.

Provided that, no such order shall be made after expiry of two years from the date of commencement of this Act.

14. 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.

Annexure - A

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:

Plot No. _____ Khatian No. _____ TK _____ Mouja _____

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 _____ of this Lease Agreement.

3.4. The Landowner – Lessor (s) guarantees that she/he/they are the absolute owner of the land having inherited/purchased/received the same from _____ on _____ (date) through a partition/will/sale deed/gift/other as reflected in the following registered document and/or Record of Rights number:

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

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
Seeds		
Fertilizer		
Pesticides		
Hired labor costs		
Other:		

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

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 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 Lessee Cultivator and the Land owner – 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 Gram Panchayat or Gram Sabha/Village Committee or other such institutions.

8.2 If the dispute is not settled through the mechanisms mentioned in clause (i) above either party may file a petition before the Sub-Divisional Magistrate, which shall adjudicate the dispute using summary procedure within a considerable period from the date of such petition.

8.3 For every order, passed by the Sub-Divisional Magistrate under this chapter, an appeal or revision may be filed before the collector and onwards under the provision of section 93 & 95 of the TLR & LR Act, 1960.

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 be entered into Record of Rights, but the leasing for a period as permitted shall not create any occupancy or protected tenancy or right against lawful eviction or lease termination, under this Act; an entry of “ইজারা দং” shall be recorded in column number 16 of record of right (khatian) and the entry shall be deemed to be invalid with expiry or termination of the lease period.

9.3 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 be Sarpanch/Pradhan, Revenue Officer, _____, or any other person) _____, who has been chosen by mutual agreement of the Landowner – Lessor and the Lessee – Cultivator.

10. Other unique terms added by parties -----

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11. 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

LANDOWNER - LESSOR (S)

LESSEE-CULTIVATOR(S)

Signature (s) _____

Signature (s)

 Date: _____

Date:

WITNESSES

Name _____
 Signature _____
 Date _____

Name _____
 Signature _____
 Date _____

Agreement to extend the Agricultural Land Lease Agreement

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

4478I	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),	_____	_____ day of _____(month) in

expiring on _____ day of _____(month), in year _____	(Landowner- Lessor) <hr/> (Lessee - Cultivator)	year _____
Lease period is extended for another _____ year(s), expiring on _____ day of _____(month), in year _____	(Landowner- Lessor) <hr/> (Lessee - Cultivator)	_____ day of _____(month) in year _____
Lease period is extended for another _____ year(s), expiring on _____ day of _____(month), in year _____	(Landowner- Lessor) <hr/> (Lessee - Cultivator)	_____ day of _____(month) in year _____
Lease period is extended for another ____ year(s), expiring on ____ day of _____(month), in year _____	(Landowner- Lessor) <hr/> (Lessee - Cultivator)	_____ day of _____(month) in year _____

STATEMENT OF OBJECTS AND REASONS

The Tripura Agricultural Land Leasing Bill, 2021 is 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 and other support services provided by Government, while protecting fully the land rights of the owners; and matters connected therewith or incidental thereto.

2. Whereas, the prohibitions and restrictions under existing state laws governing agricultural land leasing forced the landowners and lessee cultivators to have informal agreements only for cultivating the land and thereby depriving the lessee cultivators of the benefits which are normally due to them, the existing laws also create insecurity among landowners to lease-out agricultural land which reduces the access to land by the landless poor, small and marginal farmers and others by way of leasing.

3. Whereas, there may be some conflicts within the provision of the Tripura Land Revenue & Land Reforms Act, 1960 and the said bill. As per sub-section (j) of section 3

of the said Act “a lease agreement shall 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” but in the Tripura Land Revenue & Land Reforms Act, 1960, has defined the similar scenarios as raiyat - under raiyat or raiyat - bargadar relationship. A situation may arise where a private person has entered into lessor-lessee relationship in terms of this new act, by virtue of an instrument which will be registered and authenticated by a revenue official and the lessee claims rights on the land of the lessor. Now, to avoid the legal complication in the future, the amendments in the relevant parts of the Tripura Land Revenue & Land Reforms Act, 1960 are required.

4. And whereas, it is considered necessary to enact a law to govern the agricultural land leasing;

5. In view of the above, to provide the cultivators Agricultural land without affecting the right of the owner the Tripura Agricultural Land Leasing Bill, 2021 is required.

The bill seeks to achieve the above objectives.

[Narendra Chandar Debbarma]
Minister-in-charge
Revenue Department
Government of Tripura

TECHNICAL REPORT

The subject matter of The Tripura Agricultural Land Leasing Bill, 2021 is relatable to Entry 18 of the State List (List-II) of the Seventh Schedule of the Constitution of India, and therefore the State legislature is competent to make a law on the subject.

2. None of the provisions of this Bill is repugnant to any provision of existing central Act on the same subject or the Constitution of India.

3. The Bill does not attract the proviso to clause (b) of article 304 of the Constitution of India and therefore previous sanction of the President of India is not required for introducing or moving of the Bill in the State Legislature.

4. It is not a Money Bill within the meaning of Article 199 (1) of the constitution of India, nor it is a Financial Bill, as it will not involve any additional expenditure from the Consolidated Fund of the State, if enacted and brought into operation. Therefore, prior recommendation of the Governor under clause (1) or (3) of Article 207 of the

Constitution of India, is not required for introduction, moving or consideration of the Bill in the House of the State Legislature.

[Biswajit Palit]
L.R & Secretary,
Law Department
Government of Tripura

FINANCIAL MEMORANDUM

The Bill, if enacted and brought into force, will not incur additional financial implication on the State's consolidated fund.

[Tanusree Deb Barma]
Secretary,
Revenue Department
Government of Tripura

