

**REPORT OF THE
EXPERT COMMITTEE AND MODEL LAW
ON AGRICULTURAL LAND LEASING**



सत्यमेव जयते

NITI Aayog
Government of India, New Delhi
October, 2016

**Report of the Expert Committee
and
Model Law on Agricultural Land Leasing**

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Foreword

Land leasing laws relating to rural agricultural land in Indian states were predominantly enacted during decades immediately following the independence. At the time, the abolition of Zamindari and redistribution of land to the tiller were key national priorities. Leadership at the national as well as state level viewed tenancy and sub-tenancy as integral to the inherited feudal land arrangements. Therefore, tenancy reform laws that various states adopted sought to not only transfer ownership rights to the tenant but also placed severe restrictions on leasing of land, often prohibiting it altogether.

While resulting in minimal land transfer, in the longer run, the policy had the unintended consequence of ending any protection tenants might have had and forced tenancy underground. Some states allowed tenancy but imposed a ceiling on land rent at one-fourth to one-fifth of the produce. With this rent falling well below the market rate, contracts became oral, with the tenant paying a much larger share of the produce in rent.

Many large states have traditionally banned land leasing with exceptions granted to landowners among widows, minors, disabled and defense personnel. Other states do not ban leasing but the tenant acquires a right to purchase the leased land from the owner after a specified period of tenancy. This provision too has the effect of making tenancy agreements oral, leaving the tenant vulnerable.

Against this background, NITI Aayog constituted an Expert Committee on Agricultural Land Leasing under the Chairmanship of Dr. Tajmul Haque with Dr. J.P. Mishra serving as Member Secretary. The Committee was tasked with examining the issue of land leasing in detail and suggesting a model legal framework that the states could adapt to their individual circumstances. After extensive consultations with stakeholders including farmers, farmer organizations, civil society groups and experts, the Committee has come out with its report and a model law on the subject. It is hoped that states will find the report and the model law useful for framing legislation on land leasing that is suitable for their current circumstances. Such legislation would go a long way towards promoting efficiency and equity and alleviating poverty in agriculture.

My sincere thanks go to Dr. Haque and Dr. Mishra for steering the work of the Committee and to Members of the Committee for generously contributing their time and expertise. I also wish to acknowledge the help of many states officials and other stakeholders without which the report could not have been completed in a timely fashion.

Arvind Panagariya
Vice Chairman

New Delhi
21.10.2016

The Expert Committee

NITI Aayog constituted an Expert Committee was constituted vide order No. Q11022/12/2015-Agri dated September 07, 2015, under the chairmanship of Dr. T. Haque to prepare a Model Law on Agricultural Land Leasing based on critical review of the existing agricultural tenancy laws of the States and keeping in view the need to legalize land leasing.

Composition of the Expert Committee:

Sr. No.	Name of the Member	Designation
1	Dr. T. Haque, Former Chairman, CACP	Chairman
2	Sh. Anil Chandra Punetha, Chief Commissioner (Land Admn.), A.P.	Member
3	Sh. G.S. Gabriyal, Secretary (Revenue), Govt. of Uttarakhand	Member
4	Sh. Karan Avatar Singh, Addl. Chief Secretary (Revenue), Punjab	Member
5	Sh. M. K. Srivastava, Principal Secretary (Revenue), Maharashtra	Member
6	Sh. Alok, Secretary (Revenue), Govt. of Rajasthan	Member
7	Sh. Deepak Sharma, Secretary (Revenue), Govt. of Assam	Member
8	Sh. P. K. Srivastava, Principal Secretary (Revenue/Land), Meghalaya	Member
9	Sh. H. S. Meena, Jt. Secretary, Dept. of Land Resources, Govt. of India	Member
10	Dr. J. P. Mishra, Adviser (Agriculture), NITI Aayog, Govt. of India	Member-Secretary

Terms of Reference (TOR):

- (i) To review the existing agricultural tenancy laws of States including hilly States and scheduled areas;
- (ii) to examine the distinctive features of land system in erstwhile *zamindari*, *ryotwari* and *mahalwari* areas;
- (iii) to suggest appropriate amendments, keeping in view the need to legalize and liberalize land leasing for much needed agricultural efficiency, equity, occupational diversification and rapid rural transformation;
- (iv) to prepare a model agricultural land leasing act in consultation with states; and
- (v) any other related matter.

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1 Introduction

1.1 Background

At the time of independence, India inherited a feudal agrarian structure in which land rights were concentrated in the hands of a few landlords / zamindars, while actual cultivators/ tenants did not have any right or security of tenure. Even though the nature of proprietorship varied initially under zamindari, ryotwari and mahalwari systems, the differences were narrowed over time. (Appendix-I). This was an inefficient, unequal and unjust structure. After independence, therefore, almost all state governments passed land reform laws for (i) abolition of intermediaries; (ii) abolition or regulation of tenancy; and (iii) imposition of ceilings on land holdings and redistribution of ceiling surplus land. The main objective was to create conditions for an agrarian economy with high levels of efficiency and equity (Second five year plan).

(ii) However, the objective of post-independence land reform for creating an agrarian economy with high levels of efficiency and equity has been achieved only partially. More particularly, restrictive tenancy laws enacted in the 1960s and 1970s seem to have affected agricultural growth, equity and investment in rural non-farm development adversely.

(iii) Most state governments have either legally banned or imposed restrictions on agricultural land leasing. Restrictive land leasing laws have forced tenancy to be informal, insecure and inefficient. Informal tenants are most insecure and inefficient, as they do not have legal sanctity and access to institutional credit, insurance and other support services. In addition, restrictions on land leasing have reduced the occupational mobility of many landowners who have interest and ability to take up employment outside agriculture and yet are forced to stay in agriculture due to fear of losing land if they lease out and migrate. In short, the restrictive tenancy laws have proved to be anti-growth and anti-poor in effect, even though India's policy makers thought it differently, while making such laws. It is against this background that NITI Aayog has set up an Expert Committee to review the existing agricultural tenancy laws of various states and suggest appropriate amendments keeping in view the need to legalize and liberalize land leasing for much needed agricultural efficiency, equity, occupational diversification and rapid rural transformation. As per the terms of references, the Expert Committee has also prepared a model agricultural land-leasing act in consultation with states and other stakeholders, including farmer organizations and civil society groups.

1.2. Legal Restrictions on Land Leasing

Based on legal position, various regions of the country can be broadly grouped into the following five categories:

(i) States such as Kerala, Jammu & Kashmir and Manipur that have legally prohibited leasing out agricultural land without any exception.

(ii) States such as Bihar, Karnataka, Madhya Pradesh, Chhattisgarh, Uttar Pradesh, Uttarakhand, Himachal Pradesh, Tripura, Telangana and Odisha that allow leasing out only by certain categories of land owners, such as those suffering from physical or mental disability, widows, unmarried, separated or divorced women, members of armed forces etc. In Karnataka, only Seamen and soldiers are allowed to lease out. In some cases, privileged raiyats like Lord Jagannath in Odisha and other recognized trusts of public nature are also allowed to lease out.

(iii) States such as Punjab, Haryana, Gujarat, Maharashtra and Assam that do not explicitly prohibit leasing, but the tenant (excepting in Haryana) acquires the right to purchase the leased land from the owner after a specified period of creation of tenancy. In Gujarat and Maharashtra, tenancy of a tenant belonging to SC/STs cannot be terminated. In Punjab, law does not ban leasing out, but provides that a tenant of a big land owner above ceiling is entitled to purchase his tenanted land on continuous possession for six years. Similarly, in Assam, tenants who have held land for at least three years consecutively can acquire ownership right on payment of 50 times the rate of revenue.

(iv) In Andhra Pradesh, Tamil Nadu, Rajasthan and West Bengal, there is no legal ban on leasing. But there are several restrictive clauses. In West Bengal, only sharecropping is allowed and not leasing on fixed rent or fixed produce basis. In Andhra Pradesh, leasing has to be for a minimum period of six years and tenancy can be terminated only by an application to the special judicial officer on any of the specified grounds. In Tamil Nadu, there is no prohibition on leasing, but the cultivating tenants cannot be evicted except on application to Revenue Divisional Officer and on violation of conditions prescribed in the Act.

(v) In scheduled tribe regions, transfer of tribal land to non-tribals, and in some cases even to tribals, on lease basis can be permitted only by a competent authority. The state specific legal restrictions on who can or cannot lease out are indicated in Table-1.

Table-1: Legal Restrictions on Land Leasing

State	Law Governing land leasing	Nature of legal restriction on Leasing
Andhra Pradesh	Andhra Pradesh (Andhra Area) Tenancy Act, 1956, as amended in 1974	There is no explicit ban on leasing. But terms and condition of lease are restrictive. Any lease after 1974 has to be in writing and registered, for a minimum period of six years. Also on resumption of land by the landowner, the tenant has to be left with not less than one half of the land held by him under lease prior to such resumption.

State	Law Governing land leasing	Nature of legal restriction on Leasing
Telengana	The Andhra Pradesh (Telengana Area) Tenancy & Agriculture Act, 1950, as amended in 1951, 1954, 1956, 1961, 1969 and 1979	Leasing is prohibited except by certain categories of land owners, such as (a) land owners who hold land equal to or less than 3 times the family holding* (section-7) and (b) disabled persons (a minor, a female, persons with physical and mental infirmity, persons in defence services with permission of district collector. A copy of every lease shall be filed before the tehsildar.
<ul style="list-style-type: none"> • Family holding varies from 6 acres to 72 acres based on classification of soil and area. 		
Assam	Assam (Temporarily settled Areas) Tenancy Act, 1971, applicable to the entire state	(a) No explicit ban on land leasing; (b) sub-letting is prohibited; (c) occupancy tenants who have held land as tenant for at least 3 years continuously enjoy security of tenure and can acquire ownership right on payment of compensation at the rate of 50 times the rate of annual revenue, payable for such lands. (d) Non-occupancy tenant can acquire the right of occupancy, if he has held land continuously for 3 years.
Bihar	Bihar Land Reforms Act, 1961	Leasing is prohibited except by disabled ryots i.e. minor, widow, or unmarried, divorced or separated woman, or person with physical or mental disability or a person in the armed forces or a public servant in receipt of salary not exceeding Rs. 250 per month (Section-19).
Jharkhand	Chhotanagpur Tenancy Act, 1908 and Santhal Pargana Tenancy Act, 1945	Leasing is prohibited, except with permission of a competent authority, i.e the Deputy Commissioner. This is required not only for Adivasis, but also for Scheduled Caste or backward caste raiyats to lease out land. Besides, the land cannot be transferred even to an

State	Law Governing land leasing	Nature of legal restriction on Leasing
		Adivasi who does not reside within the jurisdiction of the same police station to which the landowner belongs. (Section – 46(1) of CNTA)
Gujarat	Bombay Tenancy And Agril, Land Act 1948, as amended by Act No. 5 of 1973 (erstwhile Bombay areas)	No explicit ban on land leasing, but land owner has a risk of losing land right, due to creation of tenancy. A tenant acquires the right to purchase the land leased in within one year of lease period. Legal leases are possible only when the tenant is not in a position to exercise his/her right to purchase due to financial difficulties or otherwise.
Gujarat	Saurashtra Land Reforms Act, 1951 and Prohibition of Leases Act, 1953	Renewal of lease or grant of a fresh lease after 1.9.1954 is prohibited except by persons under disability such as a widow, a minor, a member of the armed forces or persons suffering from physical or mental disability, government, local authority, industrial and commercial undertakings.
Gujarat (Kutch Area)	Bombay Tenancy and Agricultural land (Vidharbha and Kutch Area) Act, 1958, as amended by Govt. of Gujarat in 1961, 1964, 1965, 1968 and 1973).	No explicit ban on land leasing. But the Act provides for voluntary purchase of ownership right
Himachal Pradesh	The H.P. Tenancy and Land Reforms Act, 1972, as amended in 1976 and 1987	Leasing out is banned except by disabled persons such as members of armed forces unmarried/ divorced/ separated women, a widow, a minor, persons under physical or mental disability or a student of a recognized institution
J&K	The Jammu & Kashmir Agrarian Reforms Act, 1976	Creation of tenancy is banned without any exception

State	Law Governing land leasing	Nature of legal restriction on Leasing
Karnataka	The Mysore Land Reforms Act, 1961 as amended w.e.f. 1 March, 1974	Leasing out is banned excepting by a soldier or a seaman
Kerala	Kerala Land Reforms Act, 1963, as amended in 1969, 1971, 1972 and 1973	Leasing out is banned without any exception
Madhya Pradesh & Chhattisgarh	MP Land Revenue code, 1959, as amended up-to-date	Leasing out is prohibited except by a disabled person (a widow, unmarried woman, married but separated woman, a minor, a person in imprisonment, a person serving in armed forces, a public charitable/religious institution or a local authority or a co-operative society
Maharashtra	(i) Bombay Tenancy and Agricultural land Act, 1948, as amended in 1956 (for old Bombay area) (ii) The Hyderabad Tenancy and Agricultural Lands Act, 1950, as amended in 1954 for Marathwada-(Hyderabad area)	No explicit legal ban on leasing. But land owner has a risk, as tenant has a right to purchase the land leased by him within one year of creation of tenancy. Any tenancy created after the tillers (i.e. 1 st April, 1957) day, (excepting by the serving member of armed forces) is void, as the tenants shall acquire the right to purchase. Tenant cultivating personally on 1 st April, 1957, i.e. the tillers day, shall be deemed to have purchased from the land lord the ownership right upto the ceiling area.
Odisha	Orissa Land Reforms Act, 1965, as amended in 1973 and 1976	Leasing out agricultural land is banned except by a person under disability or under a privileged raiyat w.e.f. 1.10.1965. A person under disability includes: (i) a widow or unmarried or separated women (ii) a minor, (iii) a person incapable of cultivating land due to physical or mental disability (iv) a serving member of armed forces (v) a raiyat whose land holding does not exceed 3 standard acres. A privileged raiyat means Lord Jagannath, any trust or institution declared as a privileged

State	Law Governing land leasing	Nature of legal restriction on Leasing
		raiyat or any other religious or charitable trust of a public nature.
Manipur	The Manipur Land Revenue and Land Reforms Act, 1960 as amended in 1975 (applicable to plain areas only)	Leasing in future is banned except by a person under disability.
Punjab	Punjab Tenancy Act, 1887, The PEPSU Tenancy and Agricultural Lands Act, 1955, as amended in 1957, 1959, 1962, 1968 and 1969; Punjab Security of Land Tenancy Act, 1953 as amended in 1955, 1957, 1959, 1962, 1968 and 1969 and Punjab Land Reforms Act, 1972.	No explicit ban on leasing. But section 16 of the LR Act, 1972 provides that the tenant of a big landowner is entitled to purchase his tenanted land, if he has been in continuous possession of the land for a minimum period of six years, if the land is not included within the reserved or ceiling area of the land owner or when the land owner is a disabled person, (widow or unmarried woman or a person suffering from physical or mental disability and also the tenant must have land below ceiling. Also a landowner within ceiling can evict a tenant, subject to the tenant being left with not less than 5 standard acres.
Haryana	Punjab Security of Land Tenures Act, 1953 for the erstwhile Punjab area and PEPSU Tenancy and Agricultural Land Act, 1955 for PEPSU area, as amended upto date.	There is no explicit ban on land leasing. But there are other restrictive clauses, as in Punjab. However, the Haryana law does not provide for any automatic right of purchase on tenanted land falling within the ceiling surplus areas of land owner, as in Punjab. Such land vests in the Govt, although tenants are given preference in the allotment of such lands. Also a tenant can lease in land for a minimum period of 3 years, but less than six years.
Rajasthan	Rajasthan Tenancy Act, 1955	There is no explicit ban on land leasing. But terms and conditions of lease are restrictive. Also a tenant is entitled to a

State	Law Governing land leasing	Nature of legal restriction on Leasing
		written lease, which may be attested if not registered.
Tamil Nadu	Madras cultivating tenants protection Act, 1955 as amended in 1965 and Madras cultivating Tenants (payment of Fair rent) Act, 1956	No explicit ban on leasing. But landlord can resume land for personal cultivation, not exceeding one-half of the land leased out to the tenant excepting when he is a member of armed forces. If the landlord owns above 13.5 acres of wet land or pays sales tax or professional tax or income tax, he cannot even resume land from tenant. Also any tenant or agricultural labourer occupying any Kudiyrupes (a dwelling house or hut) cannot be evicted.
Tripura	The Tripura Land Revenue and Land Reforms Act, 1960	A raiyat or jotedar can lease out, but the lessee will hold it in perpetuity which cannot be terminated except by a person under disability i.e. widow, a minor, an unmarried woman or if married, divorced or judicially separated, a member of the armed forces, a person under physical or mental disability. A lessee/under raiyat cannot be evicted from his land except by an order of competent authority on specific grounds.
Uttar Pradesh & Uttarakhand	The Uttar Pradesh Zamindari Abolition Land Reforms Act, 1950	Leasing in future is banned except by a disabled person and to agriculture related educational institution. A disabled person is defined as an unmarried/divorced/ separated woman, a widow or a woman whose husband is incapable of cultivating due to physical or mental infirmity or a minor whose father suffers from infirmity or person who is a lunatic or an idiot or blind or a student of a recognized educational institution whose age does not exceed 25 years and whose father suffers from infirmity

State	Law Governing land leasing	Nature of legal restriction on Leasing
		or a serving member of the armed forces or a person under detention or imprisonment.
West Bengal	The West Bengal Land Reforms Act, 1955 as amended in 1970, 1971 and 1981	Lease on share cropping only is allowed. No fixed rent or fixed produce tenancy is allowed, not even by a person under disability of any kind

Other Restrictions

Other Restrictive clauses in the tenancy laws of various states relate to:

- (i) Period of lease
- (ii) Land owners' right of resumption
- (iii) Conditions for termination of lease
- (iv) Tenants right to pre-emptive purchase of leased in land
- (v) Conferment of ownership right on tenants
- (vi) Recording of lease
- (vii) Heritability of lease
- (viii) Regulation on rent

The state specific details of these restrictions are given in Appendix (II – IX)

1.3. Case for Legalization and Liberalization of Land Leasing

There is a strong case for legalization and liberalization of land leasing as it would help promote agricultural efficiency, equity, occupational diversification and rapid rural transformation. In the past few decades, even socialist countries such as the Peoples Republic of China and Vietnam have liberalized agricultural land leasing with significant positive impact on economic growth as well as equity.

1.3.1 Restriction on Land Leasing and Agricultural Efficiency

(i) Legal restrictions on land leasing have affected agricultural efficiency in several ways. First, legal ban or restrictions on land leasing have led to concealed tenancy in almost all parts of the country. Informal tenants are most insecure, as they either have short duration oral leases or get rotated from plot to plot each year so that they cannot prove continuous possession of any particular piece of land for any specified period which could give them occupancy right, according to law of a state. This provides a disincentive to tenant farmers to make any investment in land improvement for productivity enhancement. Legalisation of land leasing would ensure security of land ownership right for the land owners, which in turn would provide security of tenure to the tenants.

(ii) Second, informal tenants do not have access to institutional credit, insurance and other support services, which affect productivity of land cultivated by them. Legalization/ formalization of land leasing would help improve tenant farmers' access to credit, insurance and input use and consequently productivity of leased in land. Other things remaining the same, the productivity of leased in land can be as good as that of owner operated land (Vyas: 1970, Bhaumik: 1993, Haque: 1996).

(iii) Third, due to legal restrictions, many land owners prefer to keep their lands fallow due to the fear of losing land right if they lease out. Keeping the land fallow results in underutilization of land and loss of agricultural output. The lifting of ban or restrictions on leasing in such cases will result in better utilization of the available land and labour and increased farm output. The Mid-term appraisal of the Tenth Five Year Plan rightly points out that restrictive tenancy laws have prevented optimum allocation of land resources and denied the poor access to land (Govt. of India: 2005).

(iv) Fourth, lease market transfers land to those who have less land available for use, more ability to use land, and a higher adult force (Akter et al: 2006). The considerations of subsistence and family labour use are important reasons for leasing in land (Mani and Pandey: 2004). Leasing of land is used as an adjustment device by many in response to change in family labour availability, cash resources, debt situation etc (Sharma: 2004). Thus, formalization of land leasing would help improve agricultural efficiency.

1.3.2 Restriction on Land Leasing and Equity

(i) There is ample research evidence to suggest that economic forces drive land leasing, while ban or restrictions have only reduced the extent of land available in the lease market and have reduced the welfare of poor tenants by forcing them to enter into informal arrangements, in contravention of the rules and also by restricting the poor peoples' access to land through leasing (Haque:2001; Deininger et al: 2012). According to 59th round of NSSO, about 36 percent of the tenant farmers are landless, while nearly 56 percent of the tenant households are marginal land owners, having less than one hectare land. This category of farmers lease in more land than they lease out. Hence, if legalization of land leasing results in availability of more land for leasing in by the rural poor, such a measure would be highly egalitarian. The landless and marginal farmers would improve their economic viability and social status. The rural poor would maximize their family income by way of farming on lease, along with access to other farm, off-farm and non-farm employment opportunities. Improved access to land on lease by the poor would help reduce their poverty and enhance economic and social status.

(ii) Besides, leasing in and leasing out takes place in all size groups of farms and in case a marginal or small farmer leases out to another marginal, small or even medium farmer, there is no justification for conferring either ownership or pre-emptive purchase right on the tenants, as the laws in some states require. After all,

tenancy results from a voluntary agreement between the land owner and the tenant to lease out and lease in land for mutual benefit. Furthermore, it should be remembered in this context that land leasing laws framed in the wake of independence, have lost their relevance today. Lease farming is an economic necessity and not a symbol of feudalism, as it was thought before. The laws were enacted in the context of exploitation of the peasantry. The current situation, however, is different (Govt. of India: 2005). All large intermediaries have been abolished, in all regions. While the economic and political powers of absentee landowners have eroded, the rural poor have become politically more powerful through panchayat raj institutions and other democratic process. Therefore, it is no longer true that a formal tenancy relationship would be exploitative. In fact, the bargaining power of tenant farmers has improved quite significantly overtime. On the whole, the growth of an active land lease market, would be helpful for the rural poor to get out of poverty trap. The fear that liberalization of land leasing may result in concentration of operational holdings in a few hands, can be allayed by allowing leasing in within the existing ceiling limits in a State (if needed).

1.3.3 Land Leasing, Occupational Diversification and Rural Transformation

(i) The share of agriculture in India's Gross Domestic Product (GDP) is only about 14 percent, but agriculture employs 49 percent of the total workforce and 64 percent of the rural workforce. The high dependence of the population on agriculture is one of the main reasons for low size of land holding and for low per-capita income as well as high incidence of poverty among agricultural workers. There is a limit beyond which agriculture cannot productively absorb any additional workforce. It is therefore, absolutely necessary that there is transfer of population from agriculture to non-agriculture. Legalisation of land leasing could be an important contributing factor in this respect. It would encourage large land owners to lease out land without fear of losing their land ownership rights and invest in non-farm enterprises (with appropriate capital and technology support), which is vital for occupational diversification and rapid rural transformation. This will reduce the pressure of population on agriculture and enable small farmers to augment their size of operational holdings by leasing in land.

(ii) Also many marginal and small farmers would be better off leasing out their land to more viable farmers for rent, while seeking paid employment within or outside agriculture. This would help them to maximise incomes by way of rentals as well as wage incomes. Land owners who are otherwise forced to operate small uneconomic holdings will have the opportunity to legally lease out land to other farmers with the assurance of being able to resume possession at the end of agreed lease period. The critical need of today is to legally allow farmers to lease out without any fear of losing land ownership right and provide support for their upward occupational mobility by way of access to either self-employment or wage employment.

1.3.4 Experience of Group Leasing by JLG Women under Kudumbashree in Kerala

(i) Since 2004, the Kudumbashree Mission in Kerala has been assisting poor women to lease in land in a Joint Liability Group (JLG) and thereby creating an income source for them, even though leasing is not legal in the state. Groups consist of 4 to 10 members and the farming area per group is a minimum of half an acre and maximum of 12.35 acres. By 2010-11, about 59206 acres of land was cultivated by 38054 groups. About 2.3 lakh women have reportedly benefitted. A recent research study (Haque and Nair: 2014) shows that on average Rs. 42000 per acre is earned from group leased land, by poor women cultivating banana, tapioca, vegetables, pineapple etc. in the districts of Ernakulum, Thiruvanthapuram and Alappuzha. Individual land leasing also persists with an average returns of Rs. 47737 per acre, even though law does not permit any kind of lease farming in Kerala.

(ii) The Kudumbashree experience in Kerala suggests that Govt. of Kerala revisits the legal ban on land leasing in the state and allows the poor people to benefit from growth of an active land lease market.

1.3.5 Experience of AP Licensed Cultivators Act, 2011

(i) Recognizing that informal tenants are unable to access institutional credit, insurance and other benefits of Government schemes, Govt. of Andhra Pradesh passed AP Licensed cultivators Act, 2011. The Act provides for issuance of loan eligibility cards (LEC) to all licensed tenants on yearly basis, based on which they can access bank credit, insurance, subsidy etc.

(ii) Out of 1.74 million tenant farmers, in the state, 0.68 million applied for LEC and 0.51 million tenants were issued cards, in 2011-12. In 2012-13, the number of licensed cultivators was reduced to 0.41 million (Govt. of Andhra Pradesh, Dept. of Land Revenue). Thus, only about 24 percent tenant farmers were recognised as licensed cultivators.

(iii) The main reasons why licensed cultivators act, despite full support from the Government has not become very effective are:

(a) Objection by landowners, fearing that they may lose land if tenants are registered as licensed cultivators and

(b) Apprehension on the part of the tenants that they may be evicted if they try to get registered as licensed cultivators.

(iv) The questions that arise in this context are:

(a) How do we remove fears from the minds of the landowners that they will not lose land right, if they lease out or if their leased out lands are registered as licensed cultivation?

(b) How do we build a trust between the landowner and his tenant that land leasing is a win - win solution for both?

(c) Will it not make better sense to make necessary amendments in tenancy laws to make land leasing legal and open and deliver the desired benefits to tenant farmers?

1.3.6 Key Features of the proposed Model Agricultural Land Leasing Act

(i) Legalize land leasing to promote agricultural efficiency, equity and poverty reduction. This will also help in much needed productivity improvement in agriculture as well as occupational mobility of the people and rapid rural change.

(ii) Legalize land leasing in all areas to ensure complete security of land ownership right for landowners and security of tenure for tenants for the agreed lease period.

(iii) Remove the clause of adverse possession of land in the land laws of various states as it interferes with free functioning of land lease market;

(iv) Allow automatic resumption of land after the agreed lease period without requiring any minimum area of land to be left with the tenant even after termination of tenancy, as laws of some states require;

(v) Allow the terms and conditions of lease to be determined mutually by the land owner and the tenant without any fear on the part of the landowner of losing land right or undue expectation on the part of the tenant of acquiring occupancy right for continuous possession of leased land for any fixed period.

(vi) Facilitate all tenants including share croppers to access insurance bank credit and bank credit against pledging of expected output.

(vii) Incentivize tenants to make investment in land improvement and also entitle them to get back the unused value of investment at the time of termination of tenancy.

2.0. Model Law on Agricultural Land Leasing

Preamble

A law 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.

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.

AND WHEREAS, it is considered necessary to enact an law to govern the agricultural land leasing;

Be it enacted by the legislature of the state of _____ in the ____ year of the Republic of India, as follows:

CHAPTER - I PRELIMINARY

		<i>Short title, extent and commencement</i>
1.	<p>Short title, extent and commencement</p> <p>(a) This law shall be called the _____ Agricultural Land Leasing law, 2016.</p> <p>(b) It shall extend to the whole state of _____.</p> <p>(c) It shall come into force on such date as the State Government may notify, but not with retrospective effect.</p>	
2.	<p>Definitions</p> <p>In this law, unless the context otherwise requires:</p> <p>a) "Agricultural land" means land which is used or is capable of being used for agriculture and allied activities, including fallow land;</p> <p>b) "Agricultural Year" means the year commencing on _____ and ending on _____, as specified by the government (in different states / UTs);</p>	

	<p>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; poultry farming, stock breeding; fishery; agro forestry, agro-processing and other related activities by farmers and farmer groups ;</p> <p>d) "Competent Authority" means the Tahsildar or a Revenue Officer of equal rank, by whatever name called in a state / UT.</p> <p>e) "Government" means the State Government/ Government of UT of _____;</p> <p>f) "Lease" means a contract between the Lessor and the Lessee by which the Lessor conveys use of his/ her agricultural land to the Lessee for agriculture and allied activities for a specified period for a consideration based on an agreement with terms and conditions mutually agreed by the Lessor and the Lessee;</p> <p>g) "Lessee" 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 Lessor as per the lease agreement;</p> <p>h) 'Lessor" means a person who owns agricultural land and has leased out that land to a lessee, under mutually agreed terms and conditions.</p>	
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CHAPTER – II
LAND LEASE – AGREEMENT, TERMINATION, RIGHTS AND RESPONSIBILITIES

3.	Agricultural land leasing under this law	
	Notwithstanding anything contained in any other law in force, on and from the commencement of this law, person intending to lease in and 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 law.	<i>Agricultural land leasing under this law</i>
4.	Parties to lease agreement The lease agreement shall be between the landowner (Lessor) and the cultivator (Lessee) who leases in land for agriculture and allied activities.	<i>Parties to lease agreement</i>
5.	Lease in Scheduled Areas In scheduled areas, agricultural land of a schedule tribe land	<i>Lease in Scheduled Areas</i>

	owner shall be permitted to be leased out only to schedule tribe farmers, while other category of land owners can lease out agricultural land to both schedule tribe and non-schedule tribe farmers.	
6.	<p>Details, terms and conditions of lease agreement</p> <p>(a) The lease agreement shall contain the following details, terms and conditions namely:-</p> <ul style="list-style-type: none"> (i) The names of the Lessor and Lessee; (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; (v) The terms and conditions for renewal or extension of lease if any; (vi) Provisions for conditions for termination of lease; (vii) Any other mutually agreed provision, consistent with the provisions of this law. <p>(b) The duration of the lease and the consideration amount shall be subject to mutual agreement between the lessor and the lessee.</p> <p>Provided that any period of lease as per the lease agreement under this law shall not create any protected tenancy right on a Lessee.</p>	<i>Details, terms and conditions of lease agreement</i>
7.	<p>Registration and recording of lease agreement</p> <p>(a) The lease agreement may or may not be registered under the Registration Act, 1908, depending upon the mutual agreement between the Lessor and the Lessee;</p> <p>(b) A written lease agreement may be attested by village revenue officer or sarpanch/ pradhan or any local bank officer or a notary with two witnesses;</p> <p>Provided that an oral lease shall also be legal in the sense that a lessor leasing land on oral basis shall not forfeit his/ her right over the land.</p>	<i>Registration and recording of lease agreement</i>

8.	<p>Lessee acquires no right over the land</p> <p>(a) A lease agreement written or oral 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 law;</p> <p>(b) A lease agreement either registered under the Registration Act or attested by the village revenue officer or Sarpanch/ Pradhan 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 other than those contained in this law or the lease agreement and shall not be used to establish any permanent right over the land in the court of law;</p> <p>(c) The leased land shall automatically revert to the lessor on the expiry of agreed lease period, unless it is renewed for a period mutually agreed upon by the Lessor and the Lessee;</p> <p>(d) In the event of a dispute, the Lessee and the Lessor shall utilise a dispute resolution mechanism, consistent with the provisions of this law.</p>	<i>Lessee acquires no right over the land</i>
9.	<p>Rights and responsibilities of Lessor</p> <p>The Lessor shall -</p> <p>a) hand over possession of the leased land to the lessee on the first day of the lease and shall not interfere with the Lessee's use and possession thereof so long as the Lessee (i) does not default in the payment of lease amount, (ii) does not cause damage to the leased land and/ or immovable assets on it, (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>b) be entitled to receive the agreed lease consideration in either fixed cash or fixed produce or share of produce from the Lessee within the agreed time as per the lease agreement;</p>	<i>Rights and responsibilities of land owner</i>

	<p>c) be entitled to automatic resumption of the land on expiry of the initially agreed lease period or the mutually extended lease period without any encumbrances.</p> <p>Provided that the discharge of any charge or interest or liability created by the Lessee during the lease period shall not be binding on the Lessor;</p> <p>d) have the right to resume the leased land during the existing lease term only if the lease agreement so provides or in case of default of any of the conditions of agreement, with prior written notice to the Lessee, as mutually agreed upon. If the Lessor and Lessee mutually agree that the Lessee needs greater security of tenure, the written lease agreement should clearly specify the period during which no resumption of Lessor shall be allowed;</p> <p>e) have the right to terminate the lease if the Lessee commits any of the defaults set out under such clause (a) hereof ;</p> <p>f) have the right to alienate the leased agricultural land including by way of a sale, gift, mortgage etc. during the tenure of the agreed lease period, subject to the condition that such transfer shall not in any manner affect the Lessee’s right to cultivate the land until the expiry of the agreed lease period.</p>	
<p>10.</p>	<p>Rights and responsibilities of the Lessee The lessee shall -</p> <p>a) be entitled to an undisturbed possession and use of the agricultural land for the agreed period as provided for in the lease agreement.</p> <p>b) not acquire any right over the land by virtue of the lease other than those set forth in this law or in the lease agreement. law</p> <p>c) not sub-lease or mortgage the leased-in land.</p> <p>d) 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 Indian Registration Act, 1908 or attested by village revenue officer or sarpanch / <i>pradhan</i> or local bank officer or a</p>	<p><i>Rights and responsibilities of lessee</i></p>

	<p>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 if this is mutually agreed between the institution and the Lessee.</p> <p>e) be entitled to obtain crop insurance, disaster relief or any other benefits or facilities provided to the farmers by the State or Central Government during the lease period based on the lease agreement.</p> <p>f) have the right to voluntarily surrender the leased-in land with such notice to the Lessor, as specified in the terms and conditions of the lease agreement.</p> <p>g) vacate the leased 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) not have the right to build structures or any fixtures on the land without the express permission of the Lessor.</p> <p>i) pay to the Lessor, the lease consideration in time as specified in the lease agreement, as delay in payment beyond three months from the due date, shall constitute a major default, entitling the land owner to issue notice for termination of lease.</p> <p>j) use the land only for agriculture and allied activities, as mentioned in the lease agreement.</p> <p>k) not cause any damage to the land and shall be liable to the Lessor for any damage caused to the leased in land and immovable asset on it.</p> <p>l) not have any rights in respect of the leased agricultural land other than those specifically set forth in the lease agreement or in this law.</p> <p>m) not sublease the leased in land to any other person, and do any such act which may constitute a major default, entitling the Lessor to issue notice for termination of lease.</p> <p>n) not disturb the boundary of the land and survey stones, if any, during the lease period.</p>	
11.	<p>Heritability of Lease</p> <p>Leases under this law shall not be heritable except as provided hereinafter. In the event of death of a single Lessor, the Lessee shall continue to cultivate the leased in land for</p>	<i>Leases are not heritable</i>

	<p>the remaining lease period, unless the Lessee and the heirs of 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 dies, land shall revert to the Lessor, at the end of the crop year, unless the Lessor and heirs of Lessee mutually agree to continue the lease. In case the Lessee has included the name(s) of his/ her son(s) or daughter(s) or anyone else as a co-lessee in the lease agreement, the surviving co-lessee shall continue to operate the lease for the remaining lease period or any mutually agreed extended lease period.</p>	
12.	<p>Termination of the lease.</p> <p>The lease executed under this law, can be terminated –</p> <ol style="list-style-type: none"> a) On expiry of the agreed lease period; b) When the Lessee 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 uses the land for purposes other than agriculture and allied activities or those specified in the lease agreement; d) If the Lessee sub-leases the leased-in land; e) If there is any damage caused to the land or any assets standing thereon by the Lessee; f) If the Lessor and Lessee mutually agree to terminate the lease; g) If the Lessee dies during the lease period, in which case the lease period is terminated, subject to the provisions under Section 12 of this law; h) When the Lessee voluntarily surrenders the land during the lease period, under provisions of Section 10 (f) of this law. 	<i>Termination of lease</i>
<p>CHAPTER – III</p> <p>ENFORCEMENT OF LEASE AGREEMENT AND DISPUTE RESOLUTION</p>		
13.	<p>Enforcement of lease terms</p> <p>The Competent Authority shall be responsible for the following:</p> <ol style="list-style-type: none"> (i) Enforcement of terms of lease; 	<i>Enforcement of lease agreement</i>

	(ii) Facilitating return of the leased out agricultural land to the Lessor on expiry of the lease period.	
14.	<p>Dispute Resolution</p> <p>(i) The Lessee and the Lessor shall make all efforts to amicably settle any dispute between them arising out of lease agreement under this law, using third party mediation or Gram Panchayat or Gram Sabha.</p> <p>(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. Tahsildar or equal rank revenue officer by any other name in a state which shall adjudicate the dispute using summary procedure within a period of four weeks.</p> <p>(iii) In case the dispute remains unresolved even after using the mechanisms mentioned in clause (ii) above, either party may approach the special land tribunal as provided by this law.</p>	<i>Dispute Resolution</i>
15.	<p>Constitution of a Special Land Tribunal</p> <p>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 law.</p> <p>Provided that the above tribunal shall not be bound by the Code of Civil Procedure, 1908 or the Indian Evidence Act, 1872 but have the power to regulate its own procedure and be guided by the principles of natural justice.</p>	<i>Special land Tribunal</i>
16.	<p>Bar of Jurisdiction of Civil Courts</p> <p>(a) No decision made or order passed or proceeding taken by any officer or authority or the State Government under this law, 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 law.</p> <p>(b) No Civil courts will have jurisdiction over disputes under this law.</p>	<i>Bar of Jurisdiction of Civil Courts</i>

**CHAPTER - IV
MISCELLANEOUS**

17.	<p>Protections for persons acting in good faith</p> <p>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 law or the rules made there under.</p>	<i>Protections for persons acting in good faith</i>
18.	<p>Repeals and Savings</p> <p>(1) The provisions of this law shall override any other law in force on the subject from the date of its coming into force.</p> <p style="padding-left: 40px;">Provided that any rights accrued, actions taken, cases pending under any other law in force will be governed by the provisions of such law.</p> <p style="padding-left: 40px;">Provided further that if an existing lease agreement between a Lessor and Lessee is sought to be further extended or replaced by a new lease, the provisions of this law shall apply.</p> <p>(2) This law shall not have any retrospective effect. The existing protected tenants/ share-croppers, under the old Acts shall not be affected by this law.</p>	
19.	<p>Power to remove difficulties</p> <p>If any difficulty arises in giving effect to the provisions of this law, the Government may by order published in the Official Gazette make provisions, not inconsistent with the provisions of the law, as may appear to them to be necessary and expedient for removing the difficulty.</p>	<i>Power to remove difficulties</i>
20.	<p>Power of the State Government to Make Rules</p> <p>(a) The State Government may, by notification, make rules to carry out the provisions of this law</p> <p>(b) Every Rule made under this law shall be laid before the state legislature during its next session.</p>	<i>Power of the State Government to make rules</i>
21.	<p>Power to Make Regulations</p> <p>Subject to the provisions of this law and its Rules, the State Government may make regulations to carry out the purposes of this law.</p>	<i>Power to make regulations</i>

2.1. 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 ___ 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 Landowner 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 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 Gram Sabha or Gram Panchayat.

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 or any other dispute resolution mechanism created by the District Collector or Government.

8.3 If a dispute cannot be settled through the mechanisms under 8.1 and 8.2, the Landowner - Lessor and Lessee-Cultivator shall approach the Lok Adalats constituted under the National Legal Services Authority Act or a 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 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 -----

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 _____
Date _____

Signature _____

Name _____
Date _____

Signature _____

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 _____

Appendix I - Distinctive Features of Various Land Tenure Systems

1. At the time of independence, there were three main systems of land tenure, namely zamindari, ryotwari and mahalwari. The zamindari system covered about 57 percent of the total privately owned agricultural land, followed by ryotwari system (38 percent) and mahalwari system (5 percent) respectively (Govt. of India; 1976). The East India Company, which wrested political and economic power from the Nawab of Bengal in 1757 and secured from Emperor Shah Alam, the Diwani of Bengal, created a system of zamindari for collection of revenue and auctioned them to the highest bidders. In 1793, Lord Cornwallis, introduced permanent settlement, giving permanent proprietary rights to zamindars, without providing for fixity of rent or tenure for cultivating tenants.

2. The main feature of the Zamindari System was that there were several layers of rent receiving intermediaries between the landlord and the tenant who actually cultivated the land. The system was marked by rack renting and exploitation of farmers.

3. The zamindari system was largely prevalent in Bengal, Bihar, Orissa, Uttar Pradesh, and parts of Andhra Pradesh and Madhya Pradesh. By early 19th century, the then British Government realized the need for change in policy as permanent settlement also failed to generate increasing revenue for the government. Regulation VII of 1822 provided for ryotwari settlements with provision for periodic resettlements in parts of United Provinces and other areas. In the provinces of Madras and Bombay, East Punjab, Assam and Coorg, ryotwari settlement was made separately with each raiyat being recognized by law as the proprietor, with the right to transfer, mortgage or sub-let the land. The ryotwari system did not recognize any kind of intermediaries between the state and the cultivating tenant. Further, Regulation IX of 1833 provided for mahalwari settlements with the entire village, requiring each peasant of the village to contribute to some revenue demand of the village on the basis of size of holding. The mahalwari system was largely present in Punjab, parts of United Provinces and Central Provinces.

4. Even though the nature of proprietorship varied initially under zamindari, ryotwari and mahalwari systems, the differences got reduced over time. Due to entry of traders and money-lenders in agriculture and leasing out land by them to tenants, intermediaries of the zamindari type could be seen even in areas where the ryotwari and mahalwari systems existed.

5. After abolition of Zamindari System by all the states in the 1950s, there is now ryotwari system in all places, as the cultivators have been legally brought into direct contact with the state. Even though tenancy has been either abolished or restricted by law, informal tenancy exists in all regions.

6. Besides, the incidence of tenancy or forms of lease do not vary much due to inheritance of different land tenure systems in different regions. According to 70th round of National Sample Survey for the year 2012-13, (Appendix - X) the proportion of area under leasing is as high as 33.7 percent in Andhra Pradesh, where zamindari system prevailed, and 24.6 percent in Punjab where mahalwari or ryotwari system prevailed. But it is as low as 0.1 percent in Jammu & Kashmir and 8.1 percent in Kerala where there is complete ban on land leasing. The other states with highly restrictive land leasing laws, namely, Gujarat (5.6 percent), Maharashtra (3.7 percent), Tripura (4.7 percent), and Madhya Pradesh (5.1 percent) have lower incidence of leasing.

7. The terms of lease also vary from region to region. The system of fixed cash rent predominantly exists in Andhra Pradesh, Haryana, Punjab, Meghalaya, Tamil Nadu, Uttarakhand, while share-cropping is the dominant form of lease in Assam, Bihar, Chhattisgarh, Jharkhand, Karnataka, Madhya Pradesh, Maharashtra, Manipur, Mizoram, Orissa, Rajasthan, Sikkim, Tripura and Uttar Pradesh. Some field level studies (Rao: 1989, Pal: 1995) further show that irrigated areas in each region has higher incidence of fixed cash tenancy, while farmers in rainfed areas prefer share-cropping arrangement. Considering the country as a whole, share-cropping accounts for about 39.6 percent of the total leased-in land, followed by fixed cash (31.0 percent), fixed produce (15.3 percent) and other terms (14.1 percent) (Govt. of India: 2006).

Appendix II - Restrictions on Period of Lease

The tenancy laws of majority of the states have not prescribed any minimum or maximum lease period. However, in the tenancy laws in Andhra Pradesh, Telengana, Rajasthan, Punjab and Haryana, a minimum lease period is prescribed. In Andhra Pradesh, every lease shall be for a period six years, renewable for a further period of six years at a time. In Telengana, leases can be for a period of 5 years initially and thereafter for further periods of five years in succession. In Rajasthan, lease agreement can be for a renewable period of five years by a *Khatedari* tenant and one year by a *Ghair Khatedari* tenant. In Punjab and Haryana, the tenant can lease in for a minimum period of three years, but less than six years. Leasing is much more restricted in other states, which therefore, do not prescribe any lease period.

Appendix III - Restrictions on Land Owner's Right of Resumption

State	Legal Position regarding right of resumption in various states
Andhra Pradesh	The landlord has a continuous right to resume leased out land for personal cultivation, subject to the conditions (i) that the extent of land held by the landlord under his personal cultivation after such resumption shall not exceed 2/3 rd of the ceiling area and (ii) that after resumption, the tenant shall be left with not less than one-half of the land held by him under lease, prior to resumption. In addition, if the landlord does not cultivate the land personally within one year or discontinues cultivation for a period of one year, the land shall be restored to the tenant
Telangana	The landlord can resume land for personal cultivation by giving a notice of at least one year before the end of each period of 5 years. But if it is not cultivated within one year, the land shall be restored to the tenant.
Assam	The landlord can resume land from a tenant for genuine personal cultivation only by an order of Adhi conciliation Board. The aggregate area of land resumed by the landlord shall not exceed an overall limit of 50 bighas, provided that the aggregate area of land under his actual occupation is not more than 10 bighas (1 bigha = 0.331 acre)
Bihar	If within the ceiling area of a raiyat, who held land in excess of the ceiling area on commencement of this Act, there is any land in possession of a non-occupancy under raiyat, the raiyat is entitled to resume for personal cultivation an area not exceeding half the total area held by the tenant provided that the under-raiyat at this option could retain one acre in all including his raiyati land, besides his homestead or the entire area of such land held by him, if it is less than one acre. If the raiyat fails to bring the land under personal cultivation of the resumed land within one year of the resumption, the collector shall suo motto or on application, restores the land to the possession of the under-raiyat who shall thereafter automatically acquires the status of occupancy raiyat on payment of an amount. On resumption of the land by raiyat, the under raiyat (tenant) will be entitled to certain compensation fixed in schedule-II of the Act, in addition to compensation for cost of improvement, if any made by him on the land.
Gujarat	There is no provision for resumption of leased out land or surrender of tenancy right in favour of landlord or termination of tenancy of a

State	Legal Position regarding right of resumption in various states
	tenant belonging to SC/STs, even on grounds of personal cultivation or for non-agricultural uses.
Himachal Pradesh	A land owner is permitted to resume his land for personal cultivation, but tenant must be left with not less than half the land cultivated by him. A tenant also cannot surrender the land in favour of the land owner. If he wishes, he can surrender it to the Govt. which then will induct a suitable tenant.
Karnataka	Only a soldier or seaman is allowed to lease out and also resume land for personal cultivation. Land resumed from a tenant cannot be transferred within 15 years from the date of resumption except to the tenant from whom the land was resumed at a value to be determined by the tehsildar. If the land is not personally cultivated within one year from the date of resumption, the land shall vest in the state and the ex-tenant will be entitled to be registered as an occupant on application and payment of certain amount.
Kerala	The state of Kerala prohibits land leasing completely, without any exception. All erstwhile tenants in respect of non-resumable areas have been conferred permanent, heritable and transferrable rights
Madhya Pradesh & Chhattisgarh	MP Land Revenue Code, 1959 provides that if the land owner makes an application to the SDO within one year of the coming into force of this code, he can resume land for personal cultivation, provided he had land below 25 acres of un-irrigated land and also the occupancy tenant's holding should not be reduced below 25 acres if he was in possession for more than 5 years and 10 acres in other cases. For future leases, resumption of land leased out by a disabled person or entity shall be as agreed upon between the parties.
Maharashtra	No legal tenancy exists, as all cultivating tenants were supposed to have been conferred ownership right on April 1, 1957, (i.e. the tillers day). Any tenancy created after the tiller's day except by a member of armed forces), the cultivating tenant is entitled within one year from the date of creation of such tenancy to purchase from the landlord so much of the land held by him to raise his holding upto the ceiling area.
Odisha	Orissa Land Reform Act, 1960, as amended w.e.f. 1.10.1965, prohibits leasing out except by a person under disability or a privileged raiyat. A disabled or privileged raiyat has a right to resume leased out land either on the expiry of agreed lease period or when disability or privileged raiyat status of land owner ceases.

State	Legal Position regarding right of resumption in various states
Punjab & Haryana	The Punjab security of Land Tenure Act, 1953, as amended till date does not either prohibit tenancy or mention that a person holding land within permissible area (ceiling) will cultivate the land personally. Therefore, tenancy is legally in existence, with right of resumption.
Rajasthan	A land holder can resume land for personal cultivation, provided that the land held by tenant or sub-tenant is in excess of the minimum prescribed area by the state government so as to ensure a net annual income of Rs. 1200, excluding the cost of hired or family labour.
Tamil Nadu	A member of the armed forces who has sub-let the land held by him as a cultivating tenant is entitled to resume land for personal cultivation on discharge or retirement from service. There is no prohibition on leasing. But once leased out, the cultivating tenant cannot be evicted.
Tripura	Every raiyat who at the commencement of the Tripura land Revenue and Land Reforms Act, 1960 owned land in excess of a basic holding of 0.80 standard hectare shall be entitled on application to the competent authority for reservation of the land for personal cultivation, of his land leased to under raiyat. The Competent authority may after enquiry determine the permissible limit which a raiyat may resume from under-raiyat for personal cultivation. If a raiyat fails to cultivate the land personally within one year of eviction of tenant or on any year during a period of 4 years following, the under-raiyat shall be entitled to be restored to possession of the land.
Uttar Pradesh & Uttarakhand	The Uttar Pradesh tenancy law does not regulate the terms and conditions of lease between a disabled person and his or her lessee. These are governed by the trust or contract between parties, as in Madhya Pradesh. Therefore, there is no mention of resumption of land for personal cultivation.
West Bengal	The West Bengal law provides for resumption of land under share cropping in execution of an order made by the revenue officer, based on certain specified ground. In practice, land owner fails to resume leased out land even for personal cultivation, due to hostile political environment at the village level.

Appendix IV - Conditions for Termination of Lease

State	Grounds on which lease can be terminated
Andhra Pradesh	No land owner is entitled to terminate tenancy and evict his cultivating tenant except by an application to a judicial officer and on any one or more of the following grounds: (i) the tenant has failed to pay the rent within one month from the stipulated date; (ii) the tenant has caused destruction or permanent injury to the land; (iii) the tenant has violated any of the conditions of the tenancy; (iv) the tenant has sub-let the land; (v) the tenant has failed to comply with the order or direction of the competent judicial officer.
Telengana	The tenancy can be terminated before the expiry of the stipulated period in the agreement, only by voluntary surrender in good faith to the satisfaction of tehsildar. But a landlord can terminate tenancy within the agreed lease period by giving six months' notice on any of the following grounds: (i) the failure to pay rent within a fixed date or (ii) the tenant has done any act, causing destruction or permanent injury to the land; (iii) the tenant has sublet the land (excepting under disability) (iv) the tenant has not used the land for agriculture (v) the tenant has sub-divided land.
Assam	A non-occupancy tenant can be ejected from the tenanted land in execution of a decree passed on any one or more of the following grounds: (i) the tenant has violated the conditions of a lawful contract between himself and his landlord; (ii) the tenant has failed to pay the arrears of rent and (iii) that the landlord requires the land for personal cultivation. (iv) that after ejection, a non-occupancy tenant is left with not less than 10 bighas of land including his own land. However if the landlord does not cultivate the land personally within one year of the date of ejection, the land shall be restored to the tenant.
Bihar	The under-raiyat/tenant of any land owner under disability can be ejected on any one or more of the following grounds: (i) the tenant has failed to pay an arrear of rent; (ii) the tenant has made the land unfit for agriculture; (iii) the term of lease has expired; (iv) voluntary surrender of land, if certified by the collector
Gujarat	A tenant belonging to SC/ST cannot be ejected, even on ground of personal cultivation or for non-agricultural use. Also no surrender of tenancy rights in favour of landlords is allowed. All

State	Grounds on which lease can be terminated
	voluntary surrenders have to be in favour of the state government.
Himachal Pradesh	A non-occupancy tenant can be ejected under Section-34 of the HP Tenancy and Land Reforms Act, 1972 on any of the following grounds; (i) the tenant has used the land for non-agricultural purposes or made the land unfit for agriculture; (ii) the tenant has failed to pay rent within six months after it became due; (iii) the tenant has sub-let the land without the consent of the owner (This clause is not applicable to disabled persons).
Karnataka	A tenant can be ejected on any of the following grounds: (i) the tenant has failed to pay the due rent during two consecutive years; (ii) the tenant has caused permanent injury to the land; (iii) the tenant has sub-divided or sub-let the land; (iv) the tenant has failed to cultivate the land personally for a period of two consecutive years; (v) the tenant has used the land for non-agricultural purposes.
Madhya Pradesh & Chhattisgarh	The law does not provide any protection against eviction.
Maharashtra	No tenancy is terminable by efflux of time. However, a tenant can be ejected on any of the following grounds: (i) he has failed to pay rent by 31 st May of any particular year; or (ii) he has caused destruction or permanent damage to the land or (iii) he has sub-divided or sub-let the land, unless disabled, or (iv) he has failed to cultivate the land personally, or (v) he has used the land for purposes other than agriculture or allied pursuits or (vi) that the landlord desires to resume land for personal cultivation or use.
Orissa	A legal tenant, under disability or privileged raiyat can be terminated on any one or more of the following grounds: (i) the tenant has made the land unfit for agriculture or has used it for non-agriculture; (ii) the tenant has failed to cultivate the land properly and personally; (iii) the tenant has failed to pay or deliver rent within the period of 2 months from the date when it became due or (v) the landlord has ceased to be a person under disability or a privileged raiyat.
Punjab & Haryana	A tenant cannot be ejected except when he is a tenant on reserved area or a tenant of a small landowner or when he fails to pay rent regularly without sufficient cause or has failed to cultivate the land according to customary practice in the locality

State	Grounds on which lease can be terminated
	or has made the land unfit for agriculture or has sub-let the land or refused to execute Qabuliyat or Patta when asked to do so by the Asstt. Collector on an application made to him by the land owner or if he holds land above the permissible area.
Rajasthan	A tenant can be ejected only in accordance with execution of a decree passed on any one or more of the following grounds: (i) the tenant has failed to pay arrears of rent due for two years or more; or (ii) the tenant has illegally transferred or sub-let the whole or part of his holding; or (iii) the tenant has caused harm to the land or used it for a purpose other than what was agreed upon; or (iv) the tenant has violated the terms and conditions of the contract.
Tamil Nadu	A cultivating tenant can be evicted only on application to the Revenue Divisional Officer, on the following grounds: (i) if the tenant has done any act or has been guilty of any negligence which is destructive of or injuries to land or to any crop thereon or has altogether ceased to cultivate the land; (ii) if the tenant does not pay rent due to the landlord within a month when it becomes due.
Tripura	An under raiyat/tenant cannot be evicted from his land except by an order of the competent authority, based on any of the following grounds: (i) the land has been reserved for personal cultivation by the raiyat; (ii) the under-raiyat has intentionally or willfully made the land unfit for agriculture; (iii) the under-raiyat has failed to pay rent within a period of 3 months after it fell due and (iv) the under-raiyat (who is not a person under disability) has sublet the land without the consent in writing of the raiyat.
Uttar Pradesh & Uttarakhand	The law does not provide any protection again eviction.
West Bengal	A bargadar/sharecropper can be terminated by the raiyat in execution of an order made by the revenue officer, on any one or more of the following grounds: (i) the sharecropper has failed without reasonable cause to cultivate the land; (ii) the sharecropper is not cultivating the land personally; (iii) the sharecropper has failed to tender or deposit the share of the produce payable to the owner; (iv) the owner requires it bona-fide for bringing it under personal cultivation.

Appendix V - Tenants Right to Preemptive Purchase of Leased in Land

State	Legal Provision
Andhra Pradesh and Telengana	A protected tenant has the right to purchase the leased in land from the landowner if the landowner desires to sell the leased out land. The tenant has a first claim on the purchase. If there is no agreement on the sale price, the competent authority will fix a reasonable price.
Assam	An under tenant is entitled to acquire ownership right of a land leased in by him continuously for three years on payment of 50 times the land revenue.
Bihar	A tenant (under raiyat) is entitled to purchase ownership right if he is in continuous occupation of land for 12 years, on payment of 24 times the land revenue.
Vidarbha and Marathwada region of Maharashtra and Gujarat	Law provides for right to purchase the leased in land provided (a) a tenant does not hold any land, (b) his own and the land he wants to purchase does not exceed 3 family holdings, and (c) land left with the landlord is not less than one family holding.
Himachal Pradesh	A non-occupancy tenant or a tenant illegally inducted can purchase ownership right on payment of 96 times the land revenue, while an occupancy tenant can purchase by paying 48 times the land revenue.
Madhya Pradesh and Chhattisgarh	A tenant illegally inducted is entitled to purchase ownership right on payment of 5 times the land revenue.
Punjab and Haryana	A tenant of a small land owner, who had been in continuous occupation of land for a minimum period of six years, is entitled to purchase the land.
Tamil Nadu	Tenancy, once created is continuous and there is no provision for purchase of ownership right.
Tripura	An under-raiyat (tenant) can acquire ownership right in respect of the non-resumable land of a raiyat on payment of 30 times the land revenue payable for the land and the value of trees, if planted by the raiyat.
West Bengal	Share-cropping once created, is continuous. There is no provision for purchase of ownership right.
Uttar Pradesh	A lessee can acquire the right of a <i>bhumidhar</i> with non-transferable right thereof, if the total extent of the land held by him together with the land held by his family does not exceed 12.5 acres. If the land exceeds 12.5 acres, the lessee shall be deemed to be a purchaser of the land, subject to ceiling.

Appendix VI - Conferment of Ownership or Occupancy Right on Tenants

The states, which either prohibited leasing or put restrictions on leasing, provided for conferment of either ownership or occupancy rights on tenant. The legal provisions in various states in this regard are mentioned in Table-6. So far, about 12.6 million tenants have been conferred either ownership or occupancy rights on 6.8 million hectares of land (Govt. of India: 2007). It has, however, been observed that restrictive tenancy laws led to eviction of a large number of tenants by the land-owners. It has been estimated that while only 4 percent of the tenanted land could be transferred to tenants this way, they were evicted from about 31 percent of the total land.

The state specific provisions for conferring ownership or occupancy rights on tenants, are as follows:

States	Legal Provision for Conferring Ownership / Occupancy Rights
Assam	The ownership rights in tenanted lands are conferred on the tenants by Government notification, on application by an occupancy tenant who has cultivated the land continuously for 3 years and a non-occupancy tenant can acquire an occupancy right if he has held land for continuously three years.
Bihar	Every under-raiyat of raiyat holding land above ceiling be deemed to have acquired the status of an occupancy tenant or owner on payment of a specified amount to the State Government.
Karnataka	Law empowers the State government to acquire ownership rights in all tenanted lands on payment of compensation and transfer the same to tenants who then have to pay premium for acquisition of occupancy right.
Kerala	The law empowers the state government to acquire all tenanted land and pass on the rights to the tenants on payment of certain premium.
Uttar Pradesh	The law provides that the state government may acquire any tenanted land and transfer the occupancy rights to the tenants.
Maharashtra and Gujarat	On 1 st April, 1957, all tenants were deemed owners of the land cultivated by them within ceiling limit. A tenant has a right to purchase the tenanted land within one year of creation of tenancy.
Madhya Pradesh and Chhattisgarh	A tenant holding any non-resumable land, can acquire <i>Bhoomi-swami</i> right on payment of 15 times the land revenue in five equal installments to his <i>Bhoomi-swami</i> .

States	Legal Provision for Conferring Ownership / Occupancy Rights
Rajasthan	The tenants and sub-tenants of <i>Khudkasht</i> , became <i>Khatedaar</i> tenants of such land held by them on payment of compensation fixed under the Act.
Punjab and Himachal Pradesh	The law provides for acquisition of the right of the land owner in the tenanted land by paying a specified compensation amount.
Andhra Pradesh, Haryana, Tamil Nadu and West Bengal	There is no legal provision to confer ownership right on tenants.

Appendix VII - Recording of lease

Leases are largely informal in most states. The West Bengal and Tamil Nadu had special provisions and efforts for recording of rights of Bargadar/tenants. The laws of certain other states also provide for recording of tenancy. But no effective measures were undertaken to do so. Besides, the tenancy law in Andhra Pradesh provides that any lease after 1974 has to be in writing and registered. In Telengana, a copy of every lease shall be filed before the Tehsildar. It has also been observed in most cases that recording of lease in record of rights of the revenue department creates fear in the minds of the landowners that they may lose land right if leasing is recorded and land is allowed to be cultivated by tenant continuously for a long period. In several states, there is provision for conferring ownership or occupancy right due to adverse possession of land by a tenant for a specified period.

Appendix VIII: Heritability of Lease Rights

Some states which do not explicitly ban leasing or allow leasing out only by certain disabled or privileged categories of landowners, mention whether lease right is heritable or not. The tenancy laws of Andhra Pradesh, Madhya Pradesh, Odisha and Tripura specifically point out that lease right shall be heritable, but not transferable except to banks, government, co-operatives, or financial institutions by way of mortgage for loan. Change of ownership of land does not affect tenancy. The West Bengal Land Reforms Act allows only share-croppers and no other categories of lessees, to have permanent heritable lease right, but not transferable even to financial institution by way of mortgage for loan.

Appendix IX: Regulation on Rent

The tenancy laws of almost all the states have fixed fair or maximum rent on leased land as shown below.

State	Rent Fixed
Andhra Pradesh	30 percent of the produce for irrigated land and 20 percent for other land.
Telengana	2 to 5 times of Land Revenue/assessment or $\frac{1}{4}$ to $\frac{1}{5}$ of the produce or value thereof
Assam	$\frac{1}{4}$ to $\frac{1}{5}$ of the produce or less than 3 times the land revenue
Bihar	16.80 kg or 18 seer per maund
Gujarat	2 to 5 times the land revenue, subject to a limit of Rs. 20 per acre
Haryana	$\frac{1}{3}$ of produce or value thereof
Himachal Pradesh	$\frac{1}{4}$ of crop produce or value thereof
J & K	Tenancy is banned. So no rent is fixed
Karnataka	$\frac{1}{4}$ or $\frac{1}{5}$ of the produce or value thereof, but not exceeding 10 times the value of land revenue plus irrigation charges
Kerala	Tenancy is banned and so no rent is fixed
MP/Chhattisgarh	$\frac{2}{4}$ times the land revenue or as agreed upon by the landlord and the tenant.
Maharashtra	2 to 5 times the land revenue, subject to a limit of Rs. 20 per acre
Odisha	$\frac{1}{4}$ of the produce or value thereof
Punjab	$\frac{1}{3}$ of produce or value thereof
Rajasthan	$\frac{1}{4}$ to $\frac{1}{6}$ of produce or $1\frac{1}{2}$ to 3 times the amount assessed as land revenue
Tamil Nadu	$\frac{1}{2}$ to $\frac{1}{3}$ of produce or value thereof
Uttar Pradesh	Rent as agreed upon between the tenant and his landlord or the Gaon Sabha
West Bengal	$\frac{1}{2}$ to $\frac{1}{4}$ of produce ($\frac{1}{2}$ of produce if the landowner supplies plough, cattle, manures and seeds)

Source: Tenancy laws of various states

Appendix X - Proportion of Leased in Area in Various States

State	% of Leased in Land
Andhra Pradesh	33.75
Assam	4.21
Bihar	21.04
Chhattisgarh	9.45
Gujarat	5.63
Haryana	14.90
Himachal Pradesh	5.20
Jammu & Kashmir	0.15
Jharkhand	1.90
Karnataka	6.71
Kerala	8.55
Madhya Pradesh	5.05
Maharashtra	3.40
Manipur	7.58
Meghalaya	4.13
Mizoram	1.60
Nagaland	1.08
Orissa	16.61
Punjab	24.62
Rajasthan	7.76
Sikkim	18.21
Tamil Nadu	13.87
Telangana	13.56
Tripura	4.75
Uttaranchal	4.08
Uttar Pradesh	7.56
West Bengal	14.25
All India	10.10

Source: NSS KI (70/18.1): Key Indicators of Land and Livestock Holdings in India

Appendix XI – List of Meetings and Consultations Held

1. Meeting of Chief Secretaries and Principal Secretaries, Revenue/ Land Reforms of states held at NITI Aayog, New Delhi on August 24, 2015. [NITI Aayog set up an Expert Committee on Land Leasing based on the recommendation at this meeting].
2. First meeting of the Expert Committee on land leasing held at NITI Aayog, New Delhi, on November 16, 2015.
3. A consultation with lawyers held in Hyderabad on January 02, 2016.
4. National consultation with various stake-holders on Model Agricultural Land Leasing Law held in Vigyan Bhawan, New Delhi on January 08, 2016. Representatives of State Governments, Experts, Farmers Associations, Tenant Farmers Organisations and Civil Society Organisations participated.
5. Final Meeting of the Expert Committee on land leasing held at NITI Aayog, New Delhi on February 25, 2016.

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