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Bombay Tenancy and Agricultural Land Act, 1948
Notification under Sub-section (3) of
Section 43A of,

GOVERNMENT OF BOMBAY,
Revenue Department,
Resolution No. TNC.5157/173483-M
Sachivalaya, Bombay, 18th February 1958.

Sub-section (3) of Section 43-A of the Bombay Tenancy and Agricultural Lands Act, 1948 empowers Government to direct by a notification that the leases of lands covered by sub-section (1) of section 43-A shall be subject to such conditions as may be specified in such notification. After carefully considering the question of leases covered by clauses (a) and (b) of sub-section (1) of section 43-A, Government has decided that these leases should be governed by certain conditions concerning matters provided in the sections mentioned in sub-section (1) of Section 43-A. Government is therefore, pleased to direct that the appended two notifications should be published in the Bombay Government Gazette Extra-ordinary, Part IV-B dated 18th February 1958. The Collectors are requested to give wide publicity to the two notifications especially in the respective areas in which leases covered by clauses (a) and (b) of sub-section (1) of section 43-A exist. The Director of Publicity is also requested to issue Press Notes explaining the provisions of the two notifications.

2. The Examiner, Books and Publications, should be requested to translate the notifications in the regional languages as well as in Hindi and to forward the translations to the Director, Government Printing and Stationery. The Director should publish the translations in the Bombay Government Gazette and supply their copies as well as copies of the notifications in English to all Collectors according to the distribution list. The Director should keep a sufficient number of copies of the notifications in English and in regional languages to meet future official requirements and for sale to the public.

3. The cost of printing the notifications should, for the purposes of press-proforma accounts, be debited to the budget head "7-Land Revenue".

By order and in the name of the Governor of Bombay,

G.P.DHONGDE,
Under Secretary to Government.

To

- *The Settlement Commissioner and Director of Land Records.
- *All The Divisional Officers, (except the Divisional Officer, Nagpur).
- *All Collectors, (except the Collector of Bombay), Bn Bombay, Poona and Ahmedabad Divisions.
- *The Collectors of East Khandesh and Amreli.
- *The Examiner, Books and Publications.
- *The Director of Publicity, for issuing a Press Note.
- *The Director, Government Printing and Stationery.
- *The Manager, Government Central Press.
- *The Remembrancer of Legal Affairs.
- *The Registrar, Bombay Revenue Tribunal.
- *The Accountant General, Bombay.
- *The Finance Department.
- *The Agricultural and Forest Department.
- *The Industries and Co-operation Department.
- *All other Departments of the Sachivalaya, (except the Separate Department).

*with copies of notification.

@with 5 copies of notification

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DISTRIBUTION LIST OF COPIES OF THE TWO NOTIFICATIONS.

<u>Name of Officers.</u>	<u>English.</u>	<u>Gujarati.</u>	<u>Marathi.</u>
Collector, Bombay Suburban Distt.	20	-	25
Collector, Banas Kantha.	20	100	-
Collector, Sabar Kantha.	20	100	-
Collector, Mehsana.	20	100	-
Collector, Amreli.	40	150	-
Collector, Baroda.	30	100	-
Collector, Dangs.	20	50	50
Collector, Ahmedabad.	50	100	-
Collector, Kaira.	30	100	-
Collector, Panch Mahals.	30	100	-
Collector, Broach.	30	100	-
Collector, Surat.	60	150	-
Collector, Thana.	40	-	150
Collector, Ahmednagar.	40	-	150
Collector, East Khandesh.	30	-	100
Collector, West Khandesh.	30	-	100
Collector, Nasik.	40	-	150
Collector, Poona.	40	-	150
Collector, North Satara.	60	-	150
Collector, Sholapur.	50	-	150
Collector, Kolaba.	30	-	100
Collector, Ratnagiri.	40	-	150
Collector, South Satara.	40	-	150
Collector, Kolhapur.	60	-	150
The Settlement Commissioner & Director of Land Records.	50	10	10
The District Registrar, Bombay Revenue Tribunal.	50	10	10
Revenue Department.	-	5	5
The Divisional Officer, Ahmedabad.	20	10	0
The Divisional Officer, Bombay.	20	10	10
The Divisional Officer, Poona.	20	-	10
The Divisional Officer, Rajkot.	10	10	-
The Divisional Officer, Aurangabad.	10	-	10
Total.	1,050	1,225	1,750

No. of, 1958.

Copy Forwarded for information and guidance to -



The

Bombay Government Gazette**EXTRAORDINARY****PUBLISHED BY AUTHORITY**

FRIDAY, 14TH FEBRUARY 1958.

Separate paging is given to this Part in order that it may be filed as a separate compilation.

PART IV-B.

Rules and Orders (other than those published in Parts I, I-A and I-L)
made by the Government of Bombay under the Bombay Acts.

REVENUE DEPARTMENT.

Sachivalaya, Bombay, 14th February 1958.

BOMBAY TENANCY AND AGRICULTURAL LANDS ACT, 1948.

No. TNC. 5157/173483-M.—In exercise of the powers conferred by sub-section (3) of section 43-A, of the Bombay Tenancy and Agricultural Lands Act, 1948 (Bom. LXVII of 1948), the Government of Bombay hereby directs that the leases of land referred to in clause (b) of sub-section (1) of the said section 43A and to which the provisions of sub-section (1) of the said section 43A apply shall be subject to the following conditions, namely :—

Conditions as to the duration and termination of lease.

1. No such lease of land shall be liable to be terminated on the ground that the period fixed by agreement or usage for its duration has expired.
2. If a lessor *bona fide* requires any land so leased by him for cultivating it personally or for any non-agricultural use, such lease may, subject to the conditions mentioned in sections 31A, 31B, 31C and 31D, be terminated by the lessor by giving the lessee one year's notice in writing stating therein the reasons for the termination of the lease.
3. If a lessee commits any of the defaults mentioned in clause (a) of sub-section (1) of section 14 in relation to such lease of land, the lease may be terminated by the lessor by giving the lessee three months' notice in writing stating therein the reasons for such termination.

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Conditions as to purchase of land by lessee.

4. The lessee shall be entitled to purchase—

(a) the land held by him under such lease to the extent of four acres, if the lessee does not hold any land as owner; and

(b) so much of such land not exceeding four acres as will be sufficient to raise his total holding to the extent of the ceiling area, if he holds any land as owner below the ceiling area.

Explanation.—For the purpose of this condition, land deemed to have been purchased by the lessee under section 32 shall be treated as land owned by him.

5. (1) The lessee may at any time exercise his right to purchase land under clause 4—

(a) by making an offer in writing in that behalf to the lessor and stating therein the price at which he intends to purchase the land; and

(b) where the lessor refuses or fails to accept the offer and execute a sale-deed within three months from the date of the offer, then by making an application in writing to the Mamlatdar stating that he intends to purchase the land and that his offer to purchase the land at the price specified in the offer was not accepted by the lessee.

(2) On receipt of such application, if the Mamlatdar, after holding an inquiry and giving an opportunity to the lessee and the lessor to be heard, is satisfied that the lessee has adequate financial and other resources to continue to cultivate the land for the purpose of growing flowers or fruits, as the case may be, he shall, having regard to the factors mentioned in sub-section (3) of section 63A, determine the reasonable price of the land. If the Mamlatdar is not so satisfied, he shall reject the application.

(3) The Mamlatdar shall determine the reasonable price, after giving a notice in that behalf to the lessor and all other persons interested in the land and after taking into consideration the suggestions and objections, if any, submitted by them.

(4) On determining the reasonable price, the Mamlatdar shall by notice require the lessee to deposit with him the amount of the reasonable price within one year from the date of the receipt of the notice.

(5) If the lessee deposits the entire amount of the price in accordance with such notice, the Mamlatdar shall issue a certificate in the Form specified in the Schedule hereto, to the lessee declaring him to be the purchaser of the land and shall direct that the amount so deposited be paid to the lessor.

(6) The certificate so issued shall be conclusive evidence of the sale as against the lessor and all other persons interested in the land.

(7) If the lessee fails to pay the entire amount of the price within a period of one year as aforesaid, the purchase shall be ineffective and the part of such amount, if any, deposited by the lessee shall be refunded to him.

(8) The liability of the lessee to pay rent due in respect of such land under the lease shall continue until he deposits the entire amount of the price with the Mamlatdar.

6. (1) When a lessor intends to sell the land so leased he shall apply to the Mamlatdar for determining the reasonable price thereof. The Mamlatdar shall thereupon if the land proposed to be sold to the permanent tenant is in his possession, fix the price at ten times the annual rent and in any other case having regard to the factors mentioned in sub-section (3) of section 63A, determine the reasonable price of the land including any structures, wells, embankments, permanent fixtures and trees planted on the land. The Mamlatdar shall also direct that the price shall be payable either in lump sum or in annual instalments not exceeding ten carrying simple interest at 5 per cent. per annum.

(2) On determination of the reasonable price, the lessor may make an offer to sell the land (notwithstanding the fact that such land is a fragment), to the lessee in actual possession of the land at the price so determined by the Mamlatdar.

(3) If the lessee accepts the offer, the lessor shall call upon the lessee by a notice in writing to pay him the amount of the reasonable price determined by the Mamlatdar or deposit the sum or the instalment thereof with the Mamlatdar within one month or such further period as the lessor may consider reasonable from the date of receipt of the notice by the lessee.

(4) If the lessee fails to pay the reasonable price to the landlord or to deposit the same with the Mamlatdar within the period referred to in clause (3), he shall be deemed to be not willing to purchase the land, and the lessor may then sell the land to any other person who is an agriculturist cultivating personally land less than the ceiling area or is an agricultural labourer or to any other person with the previous permission of the Collector.

(5) If the lessee refuses or fails to purchase the land offered to him and the land is sold to any other person, the lessor shall be entitled to evict the lessee and put the purchaser in possession.

(6) Any such sale made in contravention of the provisions of this conditions shall be invalid.

SCHEDULE.

FORM OF CERTIFICATE.

Whereas..... is holding on lease the land specified below from the lessor Shri..... and whereas under the provisions of condition 6 of the Conditions made by the Government of Bombay under section 43A(3) of the Bombay Tenancy and Agricultural Lands Act, 1948 and published

under Government Notification, Revenue Department, No.
 dated.....1957, the.....
was required to deposit and has deposited Rs.....
 (in words).....as the price of the said land
 it is hereby certified that the said.....
 shall be deemed to be the purchaser of the said land under the provisions
 of the said Notification.

Description of the land.

District	Taluka	Village	S. No.	Pot. Hissa No.	Area.	Amount.
					A. S.	Rs. P. A.

Date.....195..... Mamlatdar of.....

BOMBAY TENANCY AND AGRICULTURAL LANDS ACT, 1948.

No. TNC. 5157/178483(a)M.—In exercise of the powers conferred by sub-section (3) of section 43A of the Bombay Tenancy and Agricultural Lands Act, 1948 (Bom. LXVII of 1948), the Government of Bombay hereby directs that land held by or land leased to, sugar factories which have been approved by the State Government under clause (a) of sub-section (1) of the said section 43A, shall be subject to the following conditions, namely :—

Condition as to duration of lease.

1. Subject to the provisions of condition 2, no such lease shall be terminable on the ground that the period fixed by agreement or usage for its duration has expired.

2. (1) If the period of such lease—

(a) has expired after the coming into force of the Bombay Tenancy and Agricultural Land (Amendment) Act 1955 (Bom. XIII of 1956), but before the date of this notification, and notwithstanding the expiry of the lease, the lessee continues in possession of the land held under the lease then within three months from the date of this notification, or

(b) expires on or after such date, then within a period of three months from the date of expiry of the period of the lease, the lessee may make an application in writing to the Collector for extending the period of the lease.

(2) On receipt of an application under clause (1), the Collector may, after giving an opportunity to the lessor and lessee to be heard, extend the period of the lease to such extent as he may think fit having regard to the following matter namely :—

(1) the need of an assured supply of sugar cane to the lessee's sugar factory,

(2) the quantity of sugar produced by the factory every year,

(3) the willingness of the lessee to safeguard the legitimate interest of the lessor in the land,

(4) any conclusions reached by a person or authority to whom the lessee and the lessor may have previously agreed to refer any dispute relating to the lease or who may have been directed by Government to mediate in any dispute between the lessee and the lessor.

Condition as to payment of land revenue, etc.

3. The Sugar factory shall be liable to pay land revenue in accordance with the provisions of the Bombay Land Revenue Code, 1879, the irrigation cess in accordance with the provision of the Bombay Irrigation Act, 1879, and the cess levied under section 93 of the Bombay Local Boards Act, 1923 and the cess levied under section 89-B of the Bombay Village Panchayats Act, 1933, in respect of the land held on lease.

Condition as to termination of lease.

4. The lease shall not be terminated—unless—

(a) the lessee—

(i) has failed to pay rent, for any revenue year, before the 31st day of May thereof;

(ii) has done any act which is destructive or permanently injurious to the land;

(iii) has sub-let the land contrary to the provisions of the lease without the previous permission of the Mamlatdar;

(iv) has used the land, without the previous permission of the Collector for a purpose other than agriculture or allied pursuits not connected with the purpose of the sugar factory, or

(b) the Collector has refused to extend the period of lease under condition 2, and

(c) the lessor has given three month's notice in writing informing the lessee of his decision to terminate the lease and the ground for such termination and the lessee has in the case of cases falling under sub-clauses (i) to (iv) of clause (a) failed to remedy the breach within the said period.

Condition as to land in excess of the requirements of the lessee.

5. (1) The State Government may direct the Collector of the district in which the lands held on lease by a sugar factory are wholly or mostly situated to hold an inquiry for determining whether any of the lands held on lease by the factory are in excess of the *bona fide* requirements of the sugar factory having regard to the,—

- (a) the total requirements of sugar cane per year of the factory;
- (b) the production of sugar per year, during the five years immediately preceding the year of inquiry;
- (c) the total acreage of land, other than that held on lease, which is in possession of the factory;
- (d) the total requirement of land for non-agricultural purpose;
- (e) actual area under cultivation during the five years immediately preceding the year of inquiry or such other enhanced period as the Collector may deem reasonable.
- (f) any other factors which the Collector thinks fit to consider.

After holding the inquiry the Collector if of opinion that any such lands are in excess of the *bona fide* requirements of the factory, he shall make a declaration to that effect and shall publish such declaration in the area concerned in a manner deemed fit by him.

6. The excess land in respect of which a declaration is made under sub-clause (2) of clause 5 may then be dealt with under section 32E as if such land were surrendered by the factory.

Condition as to right of purchase.

7. (1) The lessee may, at any time with the previous permission of the Collector, purchase the land held by him on such lease if such land is not in excess of the *bona fide* requirements of the lessee as may be determined by the Collector having regard to the factors stated in condition 5.

(2) Where the lessee is permitted to purchase the land the lessee shall make an offer in writing to the lessor and state the amount of price for which he intends to purchase the land.

(3) If the lessor refuses or fails to accept the offer and to execute the sale-deed within three months from the date of the offer, the lessee may apply to the Mamlatdar for fixation of the price of the land.

(4) The Mamlatdar after giving notice to the lessor and to all persons interested in the land and after making an inquiry shall determine the reasonable price of the land having regard to the factors mentioned in section 63A and the market value of the land. The Mamlatdar shall then call upon the lessee to deposit the amount of the price so determined with him within one month.

(5) If the lessee deposits such amount with the Mamlatdar within the said period of one month, the Mamlatdar shall issue a certificate in the form specified in the Schedule appended hereto to the lessee declaring him to be the purchaser of land. Such certificate shall be conclusive evidence of the sale as against the lessor and all persons interested in the land. The Mamlatdar shall also direct that the amount of the price deposited by the lessee shall be paid to the lessor.

(6) If the lessee fails to deposit the amount of the price with the Mamlatdar within the period prescribed in sub-clause (4) or within such further period as may be allowed by the lessor in writing, the purchase shall not be effective and the lessee shall thereafter have no right of purchase of the land under this condition.

SCHEDULE.

FORM OF CERTIFICATE.

Whereas is holding on lease the land specified below from the lessor Shri and whereas under the provisions of Condition 7 specified in Government Notification, Revenue Department, No., dated 1957, the has deposited Rs. (in words) as the purchase price of the said land it is hereby certified that the said shall be deemed to be the purchaser of the said land under condition (7) specified in the said notification.

Description of the land.

District.	Taluka.	Village.	S. No.	Plot Hissa No.	Area	Amount.
					A. G.	Rs. nP.

Date

Mamlatdar of

By order and in the name of the Governor of Bombay,

V. SHANKAR,

Secretary to Government.