

The Goa, Daman and Diu Agricultural Tenancy (Discharge of Joint Responsibility of Tenants) Rules, 1975

GOA

India

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Rule

THE-GOA-DAMAN-AND-DIU-AGRICULTURAL-TENANCY-DISCHARGE- of 1975

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The Goa, Daman and Diu Agricultural Tenancy (Discharge of Joint Responsibility of Tenants) Rules, 1975 Published vide Notification No. RD/TNC/RLS/158/72-75, dated 19-6-1975 RD/TNC/RLS/158/72-75. - In exercise of the powers conferred by section 61 read with section 42-A of the Goa, Daman and Diu Agricultural Tenancy Act, 1964 (7 of 1964) and after complying with the requirements of pre-publication, the Government of Goa, Daman and Diu hereby makes the following rules, namely:-

1. Short title and commencement.

(1) These rules may be called the Goa, Daman and Diu Agricultural Tenancy (Discharge of Joint Responsibility of Tenants) Rules, 1975. (2) They shall come into force at once.

2. Definitions.

- In these rules, unless the context otherwise requires: (a) "Act" means the Goa, Daman and Diu Agricultural Tenancy Act, 1964; (b) "Form" means a form appended to these Rules; (c) "Section" means a section of the Act; (d) "Association" means a group of tenants ["who have become deemed purchasers by virtue of the Goa, Daman and Diu Agricultural Tenancy (Fifth Amendment) Act, 1976 and"] [In clause (d) of rule 2, these words have been inserted by Amendment Rules, 1999 (Official Gazette, Series I, No. 45 dated 10-2-1999-Supplement).] who jointly derive benefit from a common

major bund or bunds in a locality and is recognized as such under these rules, by the Mamlatdar of the Taluka having jurisdiction;(e)"Managing Committee" means Committee of members who are elected as Office bearers by the general body of the Association;(f)Words and expressions used, but not defined in these rules shall have the same meanings assigned to them in the Act.

3. Constitution and Recognition of Tenants Association.

(1)(a) ["Not less than ten tenants"] [In rule 3 these words have been substituted for the words 'not less than twenty-five tenants' by Amendment Rules, 1999 (O.G. Series I No. 45 dated 10-2-1999-Supplement).] who jointly derive benefit from a common major bund or bunds shall be required to constitute an association. The membership of such Association shall be compulsory for all such tenants irrespective of the fact whether bund is owned by the Comunidade or by a private individual. All the members of the association will collectively be referred to as the General Body. The object of the Association shall be to discharge the joint responsibility of tenants in accordance with the provisions of section 42-A of the Act:Provided that if any tenant objects to inclusion of his name as a member of any Association, the matter shall be referred to the Mamlatdar having jurisdiction and his decision shall be final and binding on the tenant.(b)Notwithstanding anything contained in clause (a), the Mamlatdar may, for reasons to be recorded in writing, permit more than one Association even in cases where all the members are tenants benefitted by a common major bund and may also, for reasons to be recorded in writing, permit constitution of one association even if the members are those benefitted by different bunds if they all come within his jurisdiction.(2)Every association of tenants shall be registered and recognized by the Mamlatdar concerned on an application filed on behalf of the majority of the tenants of the area in Form I appended to these rules. The certificates of recognition shall be in Form II appended to these rules. For recognizing an Association, the total number of member should be [at least ten] [These words have been substituted for the words 'atleast twenty five' by Amendment Rules, 1998 (O.G. Series I No. 45 dated 10-2-1998-Supplement).].(3)The initial list of members of the Association shall be prepared by the Mamlatdar in Form III and the same will be open for inspection by members for 15 days from the date of its display on the notice board at places where notices are displayed for meeting of the Association. After deciding the objections, if any, the list shall be finally displayed. The list shall be kept up-to-date by the managing committee through its Secretary.

4. Functions of the General Body.

(1)It shall be the duty of the General Body of the Association:-(i)to elect the Managing Committee and the Office bearers, namely, the Chairman, the Vice-Chairman, the Honorary Secretary and the Honorary Treasurer and Attorney;(ii)to approve the annual Statement of Accounts to be prepared by the Managing Committee;(iii)to consider and decide the matters regarding the conservancy, maintenance and repairs of any bund, embankment, ridge, sluice-gate or any other matter which may be specially referred to by the Managing Committee for consideration or which the majority of the members of the General Body want to raise.(iv)[to consider and decide the terms and conditions of lease of fishing rights of sluice gate or "Umalo" in the vicinity of sluice gate, "pons" or "murados" or in the rivulet and also to decide whether the public auction of fishing rights of the sluice gate or vicinity thereof, "pons" or "murados" shall be reserved exclusively for the members of Tenants

Association or not.] [New clause (iv) inserted by Amendment Rules, 1998 (O.G. Series I No. 45 dated 10-2-1998-Supplement).](2)The General Body shall meet once in a year, in the first fortnight of the month of December, to decide on general matters. For the purpose election of the Officer bearers of the Managing Committee, a special meeting shall be convened by the Mamlatdar with a notice of at least of 10 days in advance and the same will be presided over by the Mamlatdar or his representative. The notice in Form IV appended to these rules, for any meeting of the General Body shall be displayed in Village Panchayat Offices, Comunidade Offices, Block Development Office and Mamlatdar's office and also a wide publicity of the same shall be given by beat of drum in the village. The voting at such meeting shall be by show of hands and the results shall be declared by the Mamlatdar or his representative, as the case may be, immediately after the voting is over for any post of office bearer.(3)Special meeting of the General Body can be convened by the Chairman of the Managing Committee on a written request made by more than 50% of the members of the association for discussing matters of general interest. A copy of such request shall be endorsed to the Mamlatdar. If the Chairman fails to call the meeting, the Mamlatdar will have the power to call the same if he is satisfied that calling the General Body meeting is in the interest of the association. All the ordinary and special meetings shall be presided over by the Chairman or in his absence by the vice-chairman except the special meeting called by the Mamlatdar. The meeting called by the Mamlatdar shall be presided over either by the Mamlatdar or by any person duly authorized by him.(4)(a)All the decisions of the general body shall be taken by the majority of the members present.(b)The quorum for all meetings of the General Body shall be ten and for that convened for electing the Managing Committee shall be half of the members of the Association. If there be no quorum at any meeting, the meeting shall be adjourned to another date not earlier than seven days of the original date fixed for meeting and the business shall be transacted in such adjourned meeting even if there be no quorum in such meeting.(c)A member may authorize in writing, any other person who may be a member or not, to represent him in any of the meetings of the Association and such authorized person shall have a right to participate in the deliberations of the meeting and also to cast his vote.

5. Duties of Members.

- The Members of Association shall perform such duties as may be assigned to them by the Managing Committee for the purpose of watch and ward of the bunds.

6. Constitution and functions of the Managing Committee.

(1)The Managing Committee of the Association shall be composed of the following office bearers namely, a Chairman, a Vice-Chairman, an Honorary Treasurer, an Attorney and an Honorary Secretary. The Office bearers shall be elected by the General Body according to the procedure prescribed under rule 4. The term of the Managing Committee shall be 3 years from the date of election. However, the office bearers shall be eligible for re-elections.(2)An Office bearer may tender his resignation in writing to the Mamlatdar and the same shall be effective from the date on which it is accepted by the Mamlatdar.(3)An Office bearer of the Managing Committee shall be liable to be removed by a resolution to this effect if the same has been approved by the two-thirds of the members of the Association present in a special meeting convened for the said purpose. However,

no such meeting for the removal of the Office bearer shall be called unless a 5 days notice is given to the Office bearer concerned mentioning therein the grounds of the proposed removal. A copy of such notice shall be endorsed to Mamlatdar who shall convene a special meeting after satisfying himself about the genuineness of the purpose.(4)The resultant vacancy in the Managing Committee on account of resignation, removal or death shall be filled in accordance with the provisions of sub-rule (1) within 45 days from the date of vacancy failing which such vacancy shall be filled in by the Mamlatdar through nomination from among the members of the association. The term of Office of such new member shall be co-terminus with the term of Office of the other members.(5)The Managing Committee shall be responsible for discharge of following functions:-(a)To maintain the list of tenants up-to date as prescribed in Form III under Rule 3.(b)To take all steps which are necessary to be taken for conservancy, maintenance or repairs of bunds.(c)To get the estimates prepared for repairs, maintenance etc. from the Soil Conservation Division of the Directorate of Agriculture and take steps for execution of these works through the Soil Conservation Division.(d)To prepare the annual statement of Accounts showing receipts and expenditure and present the same before the general body on the date fixed for the meeting.(e)To auction the right to fishing in the vicinity of the sluice gates and to lease out the trees on the bunds.(f)To take immediate steps for closer of breaches in the bunds and get the work executed.(g)Any other work which the Mamlatdar or the General Body may entrust to the Managing Committee in the interest of the proper up-keep and maintenance of the bunds and sluice gates.Explanation 1: - The Managing Committee shall work and function collectively and the responsibility of all members of the Managing Committee shall be joint for any acts of omission and commission as regards the duties of the Office bearers.(6)The meetings of the Managing Committee shall be presided over by the Chairman or in his absence by the Vice-Chairman. There shall be at least one meeting in a period of 2 months. The minutes of the proceedings of each meeting shall be kept and the same shall be duly signed by the presiding officer and the members present. Decision in the Managing Committee shall be by majority of votes. At least three office bearers shall form the quorum for the meetings of the Managing Committee and if there is no sufficient quorum, the meeting shall be adjourned for a future date. The adjourned meeting may deliberate the agenda if at least two office bearers are present and the subject matter is to be discussed is of urgent nature. A copy of the minutes of the meeting of Managing Committee shall be sent to the Mamlatdar within 7 days of the date of meeting for his information and action, if any.(7)The Chairman shall have powers to call the meeting of the Managing Committee and the General Body as and when found necessary.(8)In the absence of the Chairman, the Vice-Chairman shall discharge all the duties of the Chairman.(9)The Secretary of the Managing Committee shall prepare the Agenda for two meetings and record the minutes of the meeting of the general body and the meetings of the Managing Committee and shall exercise general supervision on the records of the Association. He shall be responsible for realization of the annual subscription and additional contribution from the member tenants. He shall also prepare and forward to the Mamlatdar a list of defaulters duly signed by him and the Chairman for further action towards recovery of dues of the association in accordance with the provisions of the Act. A copy of such list shall also be displayed on the notice board of the Village Panchayat within whose jurisdiction the Association functions and the list shall also be placed before the General Body in its next meeting.(10)The Treasurer shall be responsible to maintain all the accounts of the Association showing receipts and expenditure and to get the accounts audited annually, by an Auditor appointed by the Managing Committee with the approval of the Mamlatdar.(11)The Mamlatdar concerned

shall have power to call from the Managing Committee any records, statements, registers, account or reports which he may think necessary.(12)The attorney shall look after the up-to-date maintenance of the list of tenants. He shall also attend to the disputes arising out of the discharge of the functions by the Association after obtaining concurrence of the Managing Committee and under intimation to the Mamlatdar.(13)On the election of the new Committee, the old Committee shall hand over the charge of all the receipts, papers, property and cash balance within 15 days to the new Committee.(14)In case of any complaints about non-compliance of the above formalities, the Mamlatdar may by a written order direct that the records, money or other property so detained be delivered to such successor within the time limit to be specified in such order and if the Chairman, Vice-Chairman, Treasurer, Attorney and Secretary fail to comply with the said order, the Mamlatdar shall:(a)direct that such money be recovered as an arrear of land revenue;(b)issue a search warrant for recovery of any records, stores or other property and exercise all such powers as may be lawfully exercised by an Executive Magistrate under the provisions of Chapter VII of the Cr. P. C.:Provided that no action shall be taken under this rule unless the person concerned has been given a reasonable opportunity to show cause why such action should not be taken against him.(15)[If the Mamlatdar, after summary enquiry, is satisfied that the Managing Committee or any office bearer thereof has failed to discharge the duties or has abused the powers or has misappropriated the funds of the Tenants Association by not maintaining the accounts in the specified manner resulting in loss to the Tenants Association or has done any acts which are harmful to the agricultural land, he shall dissolve the Managing Committee or summarily remove any office-bearer of the Managing Committee and appoint an ad hoc Managing Committee or any of its office bearer to perform all the duties and exercise all the powers of the Managing Committee as enumerated in the preceding rules till the new Managing Committee or his office bearer takes charge:Provided that such ad hoc Managing Committee shall continue to function till a new Managing Committee or any of its office bearer is appointed in accordance with the provisions of sub-rule (1) or till the expiry of six months from the date of its constitution, whichever is earlier.] [[Sub-rule (15) substituted by (Amendment) Rules, 1999 (O. G. Series I No. 45 dated 10-2-1999 - Supplement). Earlier the same was substituted by (Amendment) Rules, 1991 (Vide page 207). The original sub-rule (15) reads as follows: '(15) If the Mamlatdar after due enquiry is satisfied that the Managing Committee has failed to discharge the duties or has abused the powers or has done any acts which are harmful to the agricultural land, he shall dissolve the Managing Committee and appoint an ad hoc Managing Committee to look after all the duties and exercise all the powers of the Managing Committee, till the new Committee takes charge:Provided that such an ad hoc Managing Committee shall continue to function till a new Managing Committee is constituted in accordance with the provisions of sub-rule (1) or till the expiry of six months from the date of its constitution whichever is earlier.']]

7. Accounts of the Committee.

(1)The funds of the association shall consist of the income derived out of the lease of fishing rights at the sluice-gate, income from trees on the bunds and the contribution from the members of the Association. The accounts of the Association shall be maintained in the cash book and shall be in Form V appended to these rules. All the pages of the cash book before the same is opened shall be serially numbered and authenticated by the Mamlatdar and the same shall bear his seal. The cash book shall be maintained regularly by Treasurer and it shall be countersigned by the Chairman every

month. The Treasurer shall issue receipts for all amount received on behalf of the Association. The receipt shall be in Form VI appended to these rules. All payments out of the funds of the Association exceeding Rs. 50/- shall be made through cheques. [The Mamlatdar, the Chairman and the Treasurer shall jointly operate an account opened in the name of the Association in the local branch of any scheduled bank or such other bank which the Mamlatdar may approve provided that, for withdrawal of an amount not exceeding Rs. 5000/-, the signature of the Mamlatdar shall not be necessary.] [This expression has been substituted for the expression. 'The Mamlatdar, the Chairman and the Treasurer shall jointly operate an account, opened in the name of the Association in the local branch of any Scheduled Bank or such other bank which the Mamlatdar may approve' by (Amendment) Rules, 2000 (Official Gazette, Series I No. 6 dated 16-5-2000 Extraordinary 4).] Before an account is opened, the Mamlatdar shall certify the names of the office bearers who are authorised to operate the Bank account. In the event of a person authorised to operate the account by the Mamlatdar ceasing to be an office bearer of the Association the Mamlatdar shall authorise another office bearer to operate the account. The certificate so issued shall be conclusive proof for the Bank to allow the operation of the Account of the Association. The accounts maintained by the Managing Committee shall be open for inspection by the members of the Association. The objections received shall be duly preserved and put up in the General Body meeting after they have been considered by the Managing Committee. (2) As soon as the list of the members is finalised each member shall pay Rs. 10/- as enrolment fee to the Association and subsequently a regular contribution of Rs. 10/- per year will be payable by each member. The contribution shall be paid between 1st April to 30th April of each year. Any sum due from a member under this sub-rule may be, on an application made by the Chairman, recovered by the Mamlatdar as if it were an arrear of land revenue. (3) The income accrued from the lease of fishing rights at the sluice-gate, lease of trees and from contribution received from members, shall be spent mainly for the maintenance and repairs of the bunds. If the bunds so collected fall short of the requirement, the Managing Committee may request the members to pay additional contribution in accordance with the requirements. The additional contribution shall be payable in proportion on the basis of the area of the holding cultivated by each member. All the holdings cultivated by one member shall be taken together for the purpose of calculation of the contribution. If the payments have not been made by the members either towards annual contribution or in respect of additional contribution within the specified time limit, an interest at the rate of 12% shall be charged from the defaulting members. The Treasurer shall deposit the amount recovered by him immediately in the Bank account of the Association. [The Government shall have the first charge on the income accrued from the lease of fishing rights at the sluice-gate.] [These words have been inserted by (Amendment) Rules, 1999 (Official Gazette, Series I, No. 45 dated 10-2-1999 Supplement).]

8. Procedure for Lease of Fishing Rights and Trees on Bunds.

(1) The fishing rights on the sluice-gates shall be leased by public auction for a period of one year at a time to the highest bidder. For the purpose of auction at least 15 days prior to the date of auction a notice in Form VII appended to these rules shall be displayed at the places where the notices for meetings ordinarily displayed. The date of auction shall be informed to the Mamlatdar also and the Mamlatdar shall either personally supervise or depute a representative to supervise the auction. The auction shall be held in the third week of December every year and the period of one year shall be

commuted from 1st of January. A panchanama will be recorded on the site and signatures of all the office bearers of the Managing Committee, the Mamlatdar or his representative and the lessee shall be obtained on the Panchanama. The highest bidder shall deposit on the spot amount equal to 25% of the auction bid with the Managing Committee which shall be treated as Security Deposit and can be forfeited to the Association in case there is any breach of conditions of the contract. The auction amount shall be paid in four instalments payable on the 10th of January, 10th of April, 10th of July and 10th of October. An agreement in Form III appended to the rules shall be executed between the lessee and the Chairman of the Managing Committee in the presence of the Mamlatdar.(2)The provisions relating to auction of fishing rights as contained in sub-rule (1) shall mutatis mutandis apply to leasing of trees on the bunds.(3)If any complaint is received by the Mamlatdar or if a report is made to him to the effect that the person to whom the right to the fishing has been auctioned by the Managing Committee is abusing the powers or doing acts which are harmful to the agricultural lands, the Mamlatdar, on being satisfied after a summary enquiry, may terminate the right of fishing of such person forthwith without prejudice to such other auction which the Managing Committee may have against him.(4)If in the opinion of the Mamlatdar any person is unauthorisedly exercising the rights of fishing, it shall be lawful for the Mamlatdar to summarily evict such person in the manner provided in sub-rule (5).(5)The Mamlatdar shall serve a notice on such person requiring him within such time as may appear reasonable to stop the illegal fishing. If the person concerned continues illegal fishing, he shall be liable to be physically evicted by the Mamlatdar and further liable for action under any other law.

9. Execution of works of repairs, etc.

(1)The Managing Committee shall undertake the works of immediate repairs and maintenance. There will be no auction or agreement for the execution of works. The works shall be undertaken within 24 hours by the Managing Committee directly to the extent of [Rs. 5000] [These letters and figures in sub-section (1) have been substituted for the letters and figures 'Rs. 500/-' by (Amendment) Rules, 2000 (O. G. Series I No. 6 dated 16-5-2000 Extraordinary 4).] under intimation to the Soil Conservation Division and the Mamlatdar concerned at the earliest but not later than 24 hours.(2)All the works, the estimated cost of which exceeds [Rs. 5000] [In sub-section (2) these letters and figures have respectively been substituted for the letters and figures 'Rs. 500/-', 'Rs. 5,000/-' and 'Rs. 10,000/-', by (Amendment) Rules, 2000 (O. G. Series I No. 6 dated 16-5-2000 Extraordinary 4). Earlier they have been amended by First Amendment Rules, 1979. (O. G. Series I No. 51 dated 22-3-1979).] shall be executed through the Soil Conservation Division. The Director of Agriculture will have powers to get the works executed directly to the extent of [Rs. 10,000/-] [In sub-section (2) these letters and figures have respectively been substituted for the letters and figures 'Rs. 500/-', 'Rs. 5,000/-' and 'Rs. 10,000/-', by (Amendment) Rules, 2000 (O. G. Series I No. 6 dated 16-5-2000 Extraordinary 4). Earlier they have been amended by First Amendment Rules, 1979. (O. G. Series I No. 51 dated 22-3-1979).] through the Soil Conservation Division and further to the extent of [Rs. 20,000/-] [In sub-section (2) these letters and figures have respectively been substituted for the letters and figures 'Rs. 500/-', 'Rs. 5,000/-' and 'Rs. 10,000/-', by (Amendment) Rules, 2000 (O. G. Series I No. 6 dated 16-5-2000 Extraordinary 4). Earlier they have been amended by First Amendment Rules, 1979. (O. G. Series I No. 51 dated 22-3-1979).] with the prior approval of the Development Commissioner. The Managing Committee shall report the matter

immediately to the Soil Conservation Division and the Division shall take immediate steps to get the work executed. The cost of such repairs shall be shared according to the rules in force and the Managing Committee shall contribute towards the cost in advance as per decisions of the Mamlatdar on the basis of details furnished by the Soil Conservation Division.(2A)[If the Director of Agriculture or the In-charge of Soil Conservation Division (Executive Engineer) fails to convey his readiness to execute the work of urgent nature, namely ruptures and breaches to the bunds within ten days and in other cases, within thirty days from the date of report by the Managing Committee, the Managing Committee may carry out the work under intimation to the Soil Conservation Division and the Mamlatdar concerned.] [In sub-rule (2A) inserted by (Amendment) Rules, 1999 (O. G. Series I No. 45 dated 10-2-1999) (Supplement).](3)If any Managing Committee does not agree to the executions of the works, the Chairman after examining the grounds of opposition or objection, shall submit the file to the Soil Conservation Division for their decision and the decision of the Soil Conservation Division shall be final.(4)The Mamlatdar, if he so desires, may inspect the work any time for his own satisfaction.

10. Powers of the Mamlatdar.

- The Mamlatdar shall have full power to take necessary action on the matters which have not been specifically provided in these rules in connection with the discharge of joint responsibility by the tenants.

11. Financial Assistance from Government.

- Any Association constituted under these Rules may, subject to availability of funds, get the contribution from the Government towards the cost of repairs to bunds on the same terms and conditions as specified in Rule 12-A of the Goa, Daman and Diu Agricultural Tenancy (Fifth Amendment) Rules, 1968 as amended from time to time.

Form I[See Rule 3(2)]Application for RegistrationToThe Mamlatdar,.....Sir,We the undersigned tenants cultivating the land protected by the bund known as situated at village Taluka request that we desire to form an Association for discharging the joint responsibility of tenants as per provisions of Section 42-A of the Goa, Daman and Diu Agricultural Tenancy Act, 1964 and, therefore, we request that our Association may be duly registered and a certificate of recognition may be issued. A list of tenants is enclosed herewith.The Office of our Association shall be situated in the village of ...Signature of the applicantsForm II[See Rule 3(2)]I hereby certify that the (name of the association) has been registered at Sr. No. ... of the register in my Office and the same has been recognised by me. The registered Officer of the Association shall be in the...SealSignature of the MamlatdarForm III[See Rule 3(3)]List of the Members of the AssociationName of the AssociationName of the bund/bundsVillageTaluka

Sr. No.	Name of the member	Name of the fields	Area in sq. mts.	Total area held by a member	Remarks
1	2	3	4	5	6

Form IV[See Rule 4 (2)]ToAll members of the Association.Notice is hereby given that a meeting of the will be held on at a.m./p.m. in the for consideration of the following items on Agenda.

1.

2.

3.

4.

SealSignature of the Chairman/MamlatdarForm V[See Rule 7 (1)]Cash BookFor the year 19.... 19...

Date	Particulars (full details with reference to etc.)any receipt	Receipt
Amount	Total	Classification Date
1	2	3 4 5 6

Particulars (full details of claims scheme)	Expenditure	Signature of the person writing the cash book	Signature of the Chairman
Amount	Total	Classification	
7	8	9	10 11 12

Countersigned by ChairmanForm VI[See Rule 7 (1)]ReceiptReceipt Book No.Receipt No.TheReceived with thanks fromRupees()on account ofDateReference to cash entryBookPage No.TreasurerInstructions covering the use of Form:-(a)Each Receipt Book shall have a Serial number and each receipt which shall be in duplicate for use with carbon paper, shall have a serial number within the book. Both book number and receipt number shall be machine numbered on each receipt, whether original or duplicate.(b)The Seal of the Association shall be affixed to each Receipt before it is issued. The Carbon copy shall be retained and the original issued.Form VII[See Rule 8 (1)]Form of Notice for auction of fishing right/right to treesPublic Notice is hereby given that the auction for the fishing rights on the sluice gate/right to Trees on the bund ... shall take place on ... in the Office of the ... subject to the conditions mentioned below:-Persons intending to offer bids are requested to remain present on the above date, time and place.Conditions: (to be put by the Managing Committee).

1.

2.

3.

4.

(Signature of the Chairman)Form VIII[See Rule 8(1)]Form of lease Agreement for fruit bearing trees and fishing rights in sluice gatesThis agreement made on the ... day of one thousand nine hundred and ... between the Tenants Association ... represented by its Chairman (hereinafter called as "lessor") of the one part and Shri... son of... aged.... resident of.... (give address and occupation) hereinafter referred to as the "lessee" which expression shall where the context so admits be deemed to include his heir, executors, successors, administrators, representatives and permitted assignees).Whereas lessor is possessed of the rights of fishing in the vicinity of the sluice gate/trees on the bund named situated at in the village of Taluka ... district of ...Whereas the lessee being highest bidder has agreed to accept fishing rights/rights of trees on lease basis.And whereas the lessor has agreed to grant the said fishing rights/right of trees and the same is accepted by the lessee.Now this indenture witnesses that in consideration of yearly rent as... payable annually towards the lease hereby described and in consideration of the terms and conditions mentioned hereunder, the lessor hereby conveys by way of lease the fishing rights/right to trees for a period commencing on ... and ending on ... for the purpose and subject to the terms and conditions set forth below.

- 1. The lessee take every precaution to prevent saline water from entering the fields and shall not do any acts prejudicial to the paddy fields.**
- 2. The lessee shall be held responsible for any damage caused to the said sluice gate/tree which may not be due to natural cause and the loss sustained by the lessor shall be recovered from lessee as per assessment of the Mamlatdar.**
- 3. The lessee shall permit the lessor or his agents at all reasonable time to enter the said sluice gate for the purpose of examining the state and condition of the said sluice gate and the agricultural fields thereunder.**
- 4. The lessee shall carry out all repairs to the sluice gate and shall maintain the same in proper condition.**
- 5. If the lessee commits breach of any of the conditions of these presents, then without prejudice to any other remedy open to the lessor, the lessor may terminate this lease and the lessee shall be liable to the penalty to be imposed by the Mamlatdar.**

6. The lessor or the lessee shall be at liberty to determine the lease on giving notice of 30 days advance in writing of its intention to do so.

7. Any sum recoverable from the lessee under this present shall be recovered as arrear of land revenue.

8. Lease is subject to the provisions of the Goa, Daman and Diu Agricultural Tenancy Act, 1964 and rules framed thereunder.

9. The ... agrees to incur the expenditure on account of stamp duty payable on these presents.

10. The annual rent reserved under clause 1 shall be paid by the lessee on or before such date as may be specified by the lessor failing which it shall bear simple interest at the rate of 8¼ per cent p. a. after the due date.

Schedule

In witness of the due execution of this agreement the parties have hereunder set their hands and seals the day and year first above written.Signed, sealed and delivered by Shri ... Chairman of the ... Association.Witnesses:

1.

)

2.

)Signed and delivered by

1.

)for and on behalf of the lessee.in the presence of:

1.

)

2.

)