Rural Land Contracting Law of the People’s Republic of China

Dan Young Business Consultancy — www.danyoungcpa.com

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Chapter I — General Provisions

Article 1 — This Law is enacted in accordance with the Constitution for the purposes of stabilizing and improving the two-tier management system that combines unified management with separate management based on household contracting, endowing farmers with long-term and guaranteed land use rights, safeguarding the lawful rights and interests of the parties to rural land contracting, and promoting the development of agriculture and the rural economy and social stability in the countryside.

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Article 2 — For the purposes of this Law, "rural land" means the arable land, forest land, grassland, and other land used for agriculture lawfully owned by the collective or owned by the State but used by the collective in accordance with the law.

Article 3 — The State shall implement the rural land contracting and management system. Rural land contracting shall adopt the household contracting method within the rural collective economic organizations, and the arable land, forest land, grassland, and other land used for agriculture lawfully owned by the collective or owned by the State but used by the collective in accordance with the law that is unsuitable for household contracting may be contracted by means of bidding, auction, public negotiation, or other methods.

Article 4 — The State shall protect, in accordance with the law, the long-term stability of the rural land contracting relationship and protect the right to rural land contracting and management. After rural land is contracted, the nature of land ownership shall not be changed. The contracted land shall not be bought or sold.

Article 5 — Members of rural collective economic organizations shall have the right to contract the rural land lawfully owned by the collective of the organization. No organization or individual may deprive or unlawfully restrict the right of members of rural collective economic organizations to contract land.

Article 6 — Women shall enjoy equal rights with men in contracting rural land. The lawful rights and interests of women in contracting land shall be protected, and no organization or individual may deprive or infringe upon the right of women to contract land.

Article 7 — Rural land contracting shall adhere to the principles of openness, fairness, and impartiality, and correctly handle the interests of the State, the collective, and the individual.

Article 8 — The State protects the lawful rights and interests of the collective landowner and the contractor, and no organization or individual may infringe upon them. Contractors shall comply with the purposes of use of the contracted land as prescribed by laws and regulations and shall not use the contracted land for non-agricultural construction without approval in accordance with the law. The State encourages farmers and agricultural production and operation organizations to increase investment in land, improve the fertility of the land, and enhance agricultural production capacity.

Article 9 — The State protects the contractor's rights to possess, use, and benefit from the contracted land and the right to independently organize production and operation and dispose of products, and protects the contractor's right to transfer the land management right. The contractor shall have the right to transfer the land management right through subcontracting, leasing, swapping, assignment, or share contribution in accordance with the law.

Article 10 — The State shall protect the lawful circulation of the right to land contracting and management and the land management right. No organization or individual may infringe upon the contractor's right to transfer the land management right. The transfer of the land management right shall not change the nature of land ownership and the agricultural use of the land, shall not damage the comprehensive agricultural production capacity and the ecological environment, shall not exceed the remaining term of the contracting period, and shall not prejudice the interests of the collective economic organization and other farmers.

Article 11 — The administrative department of agriculture and rural affairs under the State Council shall be responsible for the guidance of the administration of rural land contracting and the transfer of the right to land contracting and management and the land management right nationwide. The administrative departments of agriculture and rural affairs of the local people's governments at or above the county level shall be responsible for the administration of rural land contracting and the transfer of the right to land contracting and management and the land management right within their respective administrative regions. The people's governments of townships (towns) shall be responsible for the administration of rural land contracting and the transfer of the right to land contracting and management and the land management right within their

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respective administrative regions.

Chapter II — Household Contracting

Section 1 — Rights and Obligations of the Contract-Letting Party and the Contractor

Article 12 — The contract-letting party for land owned by the collective of farmers in a village shall be the collective economic organization of the village or the villagers' committee; for land owned by the collective of farmers in two or more villages that have been separately owned by the collective of farmers in each village (group), the contract-letting party shall be the collective economic organization of the village (group) or the villagers' group; for land owned by the State but used by the collective of farmers, the contract-letting party shall be the rural collective economic organization, villagers' committee, or villagers' group that uses the land.

Article 13 — The contract-letting party shall enjoy the following rights: (1) to contract out the rural land lawfully owned by the collective or owned by the State but used by the collective in accordance with the law; (2) to supervise the contractor's use of the contracted land in accordance with the purposes agreed in the contract and the protection of the land; (3) to stop the contractor's acts of damaging the contracted land and agricultural resources; and (4) other rights as provided by laws and administrative regulations.

Article 14 — The contract-letting party shall bear the following obligations: (1) to maintain the contractor's right to land contracting and management and the right to transfer the land management right, and shall not unlawfully change or terminate the contract; (2) to respect the contractor's production and operation autonomy, and shall not interfere with the contractor's normal production and operation activities conducted in accordance with the law; (3) to provide production, technical, information, and other services to the contractor in accordance with the contract; (4) to implement the overall land use planning of the county or township (town) and organize the construction of agricultural infrastructure within the collective economic organization; and (5) other obligations as provided by laws and administrative regulations.

Article 15 — The contractor of household contracting shall be the farming households of the collective economic organization.

Article 16 — The farming household contractor shall enjoy the following rights: (1) the right to possess, use, and benefit from the contracted land in accordance with the law, and the right to independently organize production and operation and dispose of products; (2) the right to transfer the land management right through subcontracting, leasing, swapping, assignment, share contribution, or other means in accordance with the law; (3) the right to obtain corresponding compensation for the contracted land that is lawfully expropriated or requisitioned; (4) upon the expiration of the contracting period, the right to continue the contract in accordance with the relevant provisions of the State; and (5) other rights as provided by laws and administrative regulations.

Article 17 — The contractor shall bear the following obligations: (1) to maintain the agricultural use of the land and shall not use the land for non-agricultural construction; (2) to protect and reasonably utilize the land in accordance with the law, and shall not cause permanent damage to the land; (3) to perform other obligations as provided by laws and administrative regulations; and (4) other obligations as agreed in the contract.

Section 2 — Principles and Procedures of Contracting

Article 18 — Land contracting shall comply with the following principles: (1) when contracting land in accordance with the unified organization of the collective economic organization in accordance with the provisions, all members of the collective economic organization shall equally exercise the right to contract the land lawfully owned by the collective of the organization, and may also voluntarily waive the right to contract the land; (2) democratic consultation, fairness and reasonableness; (3) the contracting plan shall be

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adopted with the consent of two-thirds or more of the members of the villagers' meeting of the collective economic organization or two-thirds or more of the villagers' representatives; and (4) the contracting procedures shall be in accordance with the law.

Article 19 — Land contracting shall follow the following procedures: (1) the election of a contracting work group by the villagers' meeting of the collective economic organization; (2) the contracting work group shall formulate and publish the contracting plan in accordance with the provisions of laws and regulations; (3) the convening of the villagers' meeting of the collective economic organization in accordance with the law to discuss and adopt the contracting plan; (4) the public organization and implementation of the contracting plan; (5) the conclusion of the contracting contract; and (6) the issuance of the certificate of the right to land contracting and management. The certificate of the right to land contracting and management shall state the name and location of the contracted land, the area, the term, and other matters.

Article 20 — The parties to the contract shall conclude the contract in writing. The contract shall generally include the following clauses: (1) the names and domiciles of the contract-letting party and the contractor; (2) the location, boundaries, area, and quality grade of the contracted land; (3) the contracting period and the start and end dates; (4) the purposes of use of the contracted land; (5) the rights and obligations of the contract-letting party and the contractor; (6) default liability; and (7) other matters.

Section 3 — Contracting Period and the Contracting Contract

Article 21 — The contracting period for arable land shall be 30 years. The contracting period for grassland shall be 30 to 50 years. The contracting period for forest land shall be 30 to 70 years. Upon the expiration of the contracting period for arable land as specified in the preceding paragraph, the contracting period shall be extended for another 30 years. Upon the expiration of the contracting period for grassland and forest land, the contracting period shall be extended accordingly in accordance with the provisions of the preceding paragraph.

Article 22 — The contract shall become effective upon its formation in accordance with the law. The contractor shall acquire the right to land contracting and management from the date of effectiveness of the contract.

Article 23 — The contract-letting party shall not unlawfully change or terminate the contract during the contracting period. The contract-letting party shall not take back the contracted land during the contracting period, nor shall it adjust the contracted land, unless otherwise provided by this Law and other relevant laws.

Article 24 — The State shall carry out the registration of the right to land contracting and management. The authority to register the right to land contracting and management shall issue the certificate of the right to land contracting and management to the contractor and register it in the register, confirming the right to land contracting and management. The certificate of the right to land contracting and management shall be issued by the registration authority, and the contractor shall hold it. The registration authority shall be prescribed by the State Council.

Section 4 — Protection of the Right to Land Contracting and Management

Article 25 — The contract-letting party shall not take back the contracted land during the contracting period, except where the contractor's entire family is relocated to a city divided into districts and the contractor voluntarily waives the contracted land or the contracted land is lawfully expropriated. Where the contractor's entire family is relocated to a city divided into districts, the contractor shall have the right to transfer the land management right in accordance with the law or hand over the contracted land to the contract-letting party, and shall have the right to obtain reasonable compensation.

Article 26 — The contract-letting party shall not adjust the contracted land during the contracting period, except where the arable land or grassland contracted by individual farming households is seriously damaged due to natural disasters or other special circumstances and it is necessary to make appropriate adjustments.

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The adjustment of contracted land shall be made with the consent of two-thirds or more of the members of the villagers' meeting or two-thirds or more of the villagers' representatives of the collective economic organization, and shall be reported to the administrative department of agriculture and rural affairs of the people's government of the township (town) and the people's government at the county level for approval.

Article 27 — The contractor shall have the right to transfer the land management right through subcontracting, leasing, swapping, assignment, or other means in accordance with the law. The transfer of the land management right through assignment shall require the consent of the contract-letting party. The transfer of the land management right through subcontracting, leasing, swapping, or other means shall be filed with the contract-letting party. The contract for the transfer of the land management right shall generally include clauses specifying the names and domiciles of both parties, the location, boundaries, area, and quality grade of the land, the transfer period and the start and end dates, the purposes of use of the land, the rights and obligations of both parties, the price and method of payment, default liability, and other matters. The transferee shall have the capacity for agricultural operation and shall not change the agricultural use of the land without approval in accordance with the law.

Article 28 — The transferee of the land management right through subcontracting, leasing, or other means may, with the consent of the contractor and filing with the contract-letting party, re-transfer the land management right. The transfer of the land management right shall not prejudice the interests of the collective economic organization and other farmers. The re-transferor shall bear joint and several liability with the contractor to the contract-letting party for damages caused to the contracted land by the re-transferor.

Article 29 — The contractor's income from the transfer of the land management right shall belong to the contractor, and no organization or individual may intercept or withhold it without authorization.

Article 30 — Where the contractor is a woman who is married and has not obtained contracted land at her new domicile, the contract-letting party shall not take back her original contracted land. Where a woman who is divorced or widowed still lives at her original domicile or does not live at her original domicile but has not obtained contracted land at her new domicile, the contract-letting party shall not take back her original contracted land.

Article 31 — The contractor's income from contracting shall be inherited in accordance with the provisions of the inheritance law. The forest land contractor's successor may continue the contract during the contracting period.

Section 5 — Transfer of the Land Management Right

Article 32 — The transfer of the land management right shall comply with the following principles: (1) consultation, voluntariness, and compensation in accordance with the law, and no organization or individual may compel or hinder the contractor from transferring the land management right; (2) the agricultural use of the land shall not be changed, and the comprehensive agricultural production capacity and the ecological environment shall not be damaged; (3) the transfer period shall not exceed the remaining term of the contracting period; (4) the transferee shall have the capacity for agricultural operation; and (5) under the same conditions, members of the collective economic organization shall have the right of first refusal.

Article 33 — Where the land management right is transferred, the parties shall conclude a written contract and file it with the contract-letting party. The contract-letting party shall not refuse to file without justifiable reasons. Where the contract-letting party receives a consideration for the transfer of the land management right, the consideration for transfer received by the contract-letting party shall be collected and managed by the collective economic organization of the village and used for the benefit of all members of the collective economic organization.

Article 34 — The transfer of the land management right by means of share contribution shall be based on the principles of voluntariness and joint participation, and the contractor may use the contracted land as shares

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to engage in agricultural cooperative production.

Article 35 — Where the land management right is transferred through leasing, the transferee shall not sublease without authorization; if subleasing is necessary, the transferee shall obtain the written consent of the contractor and file with the contract-letting party.

Article 36 — Where the contracted land is lawfully expropriated or requisitioned, the contractor shall have the right to obtain corresponding compensation in accordance with the law. Where the contractor's invested funds in improving the production conditions of the contracted land increase the production capacity of the land, the contractor shall have the right to obtain corresponding compensation when the contracted land is lawfully expropriated or requisitioned or the land management right is transferred.

Chapter III — Other Methods of Contracting

Article 37 — The "four wastelands" such as barren mountains, barren gullies, barren hills, and barren beaches that are unsuitable for household contracting may be contracted by means of bidding, auction, public negotiation, or other methods. Where land is contracted by means of bidding, auction, public negotiation, or other methods, the parties shall conclude a written contract. The contracting period shall be agreed upon by the parties through negotiation, but the longest period shall not exceed the period prescribed by the State for the relevant land.

Article 38 — Where land is contracted by means of bidding, auction, public negotiation, or other methods, the contracting fees shall be determined through public bidding or negotiation. Under the same conditions, members of the collective economic organization shall have the right to contract with priority.

Article 39 — Where the contract-letting party contracts out rural land to entities or individuals other than those of the collective economic organization by means of bidding, auction, public negotiation, or other methods, the consent of two-thirds or more of the members of the villagers' meeting or two-thirds or more of the villagers' representatives of the collective economic organization shall be obtained in advance, and the matter shall be reported to the people's government of the township (town) for approval. If the party contracting by means of bidding, auction, public negotiation, or other methods is an entity or individual other than those of the collective economic organization, the creditworthiness and business capability of the contractor shall be examined before the conclusion of the contract.

Article 40 — Where land is contracted by means of bidding, auction, public negotiation, or other methods, the contractor's right to land contracting and management may be transferred through assignment, leasing, share contribution, mortgage, or other means in accordance with the law upon registration and obtaining of the certificate of the right to land contracting and management.

Chapter IV — Resolution of Disputes and Legal Liability

Article 41 — Where a dispute arises over the right to land contracting and management, the parties may resolve it through consultation, or may request the villagers' committee or the people's government of the township (town) to mediate. If the parties are unwilling to consult or mediate, or the consultation or mediation fails, they may apply to the rural land contracting arbitration institution for arbitration, or may directly bring a lawsuit to the people's court.

Article 42 — Where the parties have reached an agreement through consultation or a mediation agreement has been reached, the contract-letting party, the contractor, and the transferee of the land management right shall perform the agreement. Where the rural land contracting arbitration institution or the people's court makes a decision on the dispute over the right to land contracting and management, the parties shall perform it.

Article 43 — Where the contract-letting party commits any of the following acts, it shall bear civil liability such as ceasing the infringement, returning the property, restoring to the original state, removing the obstruction,

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eliminating the danger, and compensating for the loss: (1) interfering with the contractor's right to production and operation autonomy in violation of the law; (2) unlawfully changing or terminating the contract in violation of the law; (3) unlawfully taking back or adjusting the contracted land in violation of the law; (4) compelling or hindering the contractor from transferring the land management right in violation of the law; (5) intercepting or withholding the contractor's income from the transfer of the land management right in violation of the law; or (6) other acts infringing upon the right to land contracting and management in violation of the law.

Article 44 — Where the contractor causes permanent damage to the contracted land, the contract-letting party shall have the right to stop it and request the contractor to compensate for the loss caused. Where the contractor changes the agricultural use of the contracted land without approval in accordance with the law, the relevant administrative department of the local people's government at or above the county level shall order it to make corrections within a prescribed time limit and may impose a fine in accordance with the law.

Article 45 — Where the transferee of the land management right causes damage to the contracted land, it shall bear civil liability for compensation in accordance with the law. Where the transferee changes the agricultural use of the contracted land without approval in accordance with the law, the relevant administrative department of the local people's government at or above the county level shall order it to make corrections within a prescribed time limit and may impose a fine in accordance with the law.

Article 46 — Where the land management right transferred through subcontracting, leasing, or other means is transferred in violation of the provisions of this Law, the contractor may request the transferee to bear civil liability such as ceasing the infringement, returning the property, restoring to the original state, and compensating for the loss.

Chapter V — Supplementary Provisions

Article 47 — The standing committees of the people's congresses of the provinces, autonomous regions, and municipalities directly under the Central Government may, in accordance with this Law and in light of the actual local conditions, formulate measures for the implementation of land contracting. The people's governments of the provinces, autonomous regions, and municipalities directly under the Central Government shall, in accordance with the provisions of this Law, formulate the standards for the issuance of certificates of the right to land contracting and management, determine the specific fees for land contracting and management, and publish them for implementation.

Article 48 — This Law shall not apply to the contracted operation of land wholly owned by the State used for agriculture.

Article 49 — This Law shall come into effect on March 1, 2003. Where the provisions on the contracting period of arable land, grassland, and forest land in the original rural land contracting concluded before the implementation of this Law are inconsistent with this Law, the contracting period shall be extended in accordance with the provisions of this Law upon the expiration of the original contracting period.

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