

# The land Acquisition Rules, 1993 (Maharashtra)

MAHARASHTRA

India

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### Rule THE-LAND-ACQUISITION-RULES-1993-MAHARASHTRA of 1993

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The land Acquisition Rules, 1993 (Maharashtra) Published vide Notification No. G.N., R. & F.D., No. LQN. 1680/109696/(3628)/A2, dated the 12th October 1993 (M.G., Part 4A, p. 878) In exercise of the powers conferred by sub-section (1) of section 55, read with sub-section (2) of section 11 of the Land Acquisition Act, 1894 (1 of 1894) in its application to the State of Maharashtra and of all other powers enabling it in this behalf the Government of Maharashtra hereby makes the following rules, the same having been previously published as required by sub-section (2) of the said section 55, as follows, namely

#### 1. Short title.

- These rules may be called the Land Acquisition Rules, 1993.

#### 2. Form of Agreement under section 11(2).

- The Form of agreement for the purpose of sub-section (2) of section 11 of the Land Acquisition Act, 1894 shall be as per Form 'A' appended hereto. Form 'A' (See rule 2) Form of Agreement to be executed between the persons interested in the land and the Government in connection with the matters to be included in the award of the Collector by consent under section 11(2) of the Land Acquisition Act, 1894. An agreement made at this.....day of 20 between (I). . . . . \* land (2).....resident/s\* of. . . . hereinafter called the "Owner"/"Owners"\* (which expression shall unless repugnant to the context or meaning thereof be deemed to include his/their respective heirs, executors and administrators)\* and (1).....(2).....etc. resident/s\* of.....hereinafter called the "Interested Party"/"Interested Parties"\* (which expression shall unless repugnant to the context or meaning thereof be deemed to include his/their\* respective successors and assignees) of the One Part and the GOVERNOR OF MAHARASHTRA exercising the executive power of the Government of the State of Maharashtra hereinafter called "the Government" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his successors in office and

assignees of the Other Part. WHEREAS the right, title and interest of the Owner/Owners\*/and the Interested Party/Parties\* in the following land/lands\* which have been notified for acquisition for the purpose of. . . . under Government Notification" No. .... dated. . . . issued under section 4 of the Land Acquisition Act, 1894 (1 of 1894) and published in Maharashtra Government Gazette, at pages. . . in Part thereof, on the. . . day of. . . (hereinafter referred to as "the said Land/Lands") is/are\* as specified below : (a) Owner/Owners\* being the absolute Owner/Owners\* of the said Land/Lands\* or having an interest therein capable of leading to ownership ultimately, hereinafter mentioned and hereby conveyed in the following shares, that is to say (1). .

.....s/o.....Share.....(2 )..... s/o.....Share.(3

.....s/o.....Share.....(b) The Interested Party/Parties\* holding the said Land/Lands\* under the Owners\* named hereinabove with the respective terms and nature of interest : (1)..... s/o.....Definite term and nature of

interest.....(2)..... s/o.....Definite term and nature of

interest.....(3)..... s/o.....Definite term and nature of

interest.....And Whereas the Owner/Owners\*/ and the Interested Party/Parties\*

has/have\* agreed on the matters to be included in the award to be declared by the Collector

of.....\*/Land Acquisition Officer, . . . specially appointed by the Government to

perform the functions of the Collector under the Land Acquisition Act, 1894 (1 of 1894) (hereinafter

referred to as "the Collector") under section 11 of the Land Acquisition Act, 1894 (1 of 1894) after

determining the amount of compensation including additional amount of compensation at the rate

of 12 per cent, and solatium at the rate of 30 per cent, for the said Land/Lands\* in the manner

provided in section 23 thereof and also have agreed to apportion the same between themselves as

specified in the Schedule hereunder written. And Whereas the Owner/Owners\*/and the Interested

Party/Parties\* further agree to make deduction from the total amount of compensation shown in the

Award, in case any or all of the thing/s\* attached to the said Land/Lands\* or permanently fastened

to anything attached to the said Land/Lands\* is/are\* withdrawn by the Owner/ Owners\* land the

Interested Party/Parties\* with the prior approval of the Collector. And Whereas the Owner/Owners\*

and the Interested Party/Parties\* further agree to make deduction from the amount of

compensation to be mentioned in the said award in case they are allowed to harvest the standing

crop/s\* on the said Land/Lands\* by the Collector. Now this Agreement Witnesseth and it is hereby

agreed and declared by and between the parties hereto as follows :-Rule 2-Form of Agreement under

section 11(2).

## **1. The Owner/Owners\*/and Interested Party/Parties do hereby agree with the Government that -**

(a) The Collector shall be competent to declare the award as per terms of this agreement without any further enquiry which is required to be held under the provisions of the Land Acquisition Act. (b) If the Government considered it necessary to take immediate possession of the land under acquisition even though there is a standing crop/s\* on it, the Government will be entitled to do so provided that compensation for the standing crop/s\* as shown in the Schedule hereto or as per the award declared on that basis is paid to the Owner/Owners\* land Interested Party/ Parties\*. (c) The

Owner/Owners\*/and the Interested Party/Parties\* shall not claim any amount in addition to the amount agreed upon as specified in the Schedule hereunder written as compensation and accept it

without any protest.(d)If after making the payment of compensation as per the award it transpires that the Owner/Owners\* land the Interested Party/Parties\* is/are\* not entitled at all or are not exclusively entitled to the entire amount of compensation awarded by the Collector in terms of this agreement in respect of the said Land / Lands\* as specified in the Schedule hereto and the Government is required to pay any compensation to any other person, the Owner Owners\* land the Interested Party/Parties shall on demand refund to the Government that entire amount of money received by them or such amount as may be determined by the Collector as refundable by them to the Government and shall also indemnify jointly and severally the Government against any claim or compensation or part thereof by any other person and against all proceedings and liabilities of any loss or damage suffered or any costs, charges or expenses incurred by Government by reason of the payment made to them and the Owner/ Owners\*/and the Interested Party/Parties\* shall also pay the interest at the rate of 9 per cent, on the amount so refundable for the first year and at the rate of 15 per cent, for the subsequent years.(e)If the Owner/Owners\* land Interested Party/Parties\* fail/s\* to refund to the Government the amount mentioned in the preceding sub-clause, the Government shall, without prejudice to its any other rights and remedies for the enforcement of any refund or indemnity have the full right to recover any sum determined and certified by the Collector to be due and payable by the Owner/Owners\* land the Interested Party/Parties\* to the Government by way of refund or otherwise under these presents as an arrears of land revenue under the provisions of the Maharashtra Land Revenue Code, 1966.(f)If any Government dues\*/shares\*/premium from the said Land/Lands\* are payable by the Owner/Owners\*/and Interested Party/Parties\* and the loans of any public financial institutions are outstanding against the said Land Lands\* the same shall be deducted from the compensation amount that may be awarded under these presents and thereafter shall be paid by the Collector to the concerned Government Authority or Public Financial Institutions, as the case may be, after obtaining receipt therefor in duplicate the original of which will be given to the Owner/Owners\* land Interested Party/Parties\*.

## **2. The Agreement is not chargeable with stamp duty under the provisions of section 51 of the Land Acquisition Act, 1894 (1 of 1894).**

In Witness Whereof Shri.....the Owner/Owners land Interested Party/Parties\* above named has/have hereto set his/their\* respective hand/s\* and the Government of Maharashtra hath caused Shri.....(Name)(Designation of Officer)to hereby set his hand and affix his Official Seal for and on his behalf the day and the year first hereinabove written.The Schedule Above Referred To.Particulars of the said Land/Lands situated at village Taluka....District..... amount of compensation payable and its apportionment amongst the Owner/Owners\*/and Interested Party/Parties\*.

| Survey Number | Area in Hectares       | Details of lands if it is part of the survey number (showing four boon daries and ownership adjoining landholders) | Compensation for land comprised in column 1,2,3 | Crop Standing thereon |
|---------------|------------------------|--|---|-----------------------|
| Details       | Amount of compensation |  |   |                       |

| (1)   | (2) | (3)                                  | (4)  | (5) | (6)  |
|---|-----|--------------------------------------|--|-----|------|
| Details of other things attached to the earth |     | Total compensation payable (4, 6, 8) | Name and address of the person/s whom payable and extent thereof |     |      |
| Details                                       |     | Amount of compensation               |  |     |      |
| (7)   |     | (8)                                  | (9)  |     | (10) |

(Details to be filled in here). Signed and Delivered by Shri ..... \*/ (2) Shri etc. the Owner/Owners\* and the Interested Party/Parties\* abovenamed in the presence of.....(1)..... and (2)..... Signed, Sealed and delivered By Shri.....his ....".....(Designation)(Acquiring Body).....(Department)for and on behalf of Governor of Maharashtra in the presence of (1).....(2)..... Note. - Delete whichever is not applicable.