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PART - II

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GOVERNMENT OF PUDUCHERRY
DEPARTMENT OF REVENUE AND DISASTER MANAGEMENT

(G. O. Ms. No. 23, dated 24th June 2008)

NOTIFICATION

In exercise of the powers conferred by section 55 read with sub-section (2) of section 11 of the Land Acquisition Act, 1894 (Central Act No.1 of 1894), the Lieutenant-Governor, Puducherry hereby makes the following rules further to amend the Puducherry Land Acquisition Rules, 1963, namely :—

**THE LAND ACQUISITION (PUDUCHERRY)
AMENDMENT RULES, 2008**

1. *Short title and commencement.*— (i) These rules may be called the Land Acquisition (Puducherry) Amendment Rules, 2008.

(ii) These rules shall apply to the whole of the Union territory of Puducherry from the date of its publication in the official gazette.

2. *Amendment of rule 7-A and the Schedule.*— In the Puducherry Land Acquisition Rules, 1963 (hereinafter referred to as the said rules), the existing rule 7-A and the Schedule thereunder shall be deleted.

3. *Adding of new rules.*— In the said rules, after rule 7, the following rules shall be added, namely:—

“8. The Government constitutes a committee, namely, Negotiation Committee for fixing the value of the land and for negotiation purposes.

9. In order to fix the value of the land as a single package/*lump sum*, a committee as stated under rule 8 is formed with the following composition at the District/Regional level so as to facilitate the passing of consent award under the provisions of the Land Acquisition Act, 1894.

- (1) The District Collector of the concerned . . . Chairman
District.
- (2) A Judge of the District concerned not . . . Member
below the rank of Sub-Judge as
nominated by District Judge/High Court,
Madras.
- (3) The Land Acquisition Officer concerned . . . Convenor
- (4) The Chief Engineer, Public Works . . . Member
Department or his nominee not below the
rank of an Executive Engineer (wherever
structures are involved).
- (5) The Chief Town Planner or his . . . Member
representative not below the rank
of the Senior Town Planner.
- (6) The Deputy Secretary/Under Secretary . . . Member
(Finance).
- (7) A nominee of the Requisitioning Department, . . . Member-
not below the rank of Head of Office or . . . Secretary.
any officer authorized by the Government.

10. The committee may fix the value of the entire land under acquisition in terms of total package which normally shall not exceed 20% (Twenty percentage) of the value arrived at by the Land Acquisition Officer in accordance with the provisions of Land Acquisition Act, which includes market value, solatium and additional market value. After obtaining consent in respect of the value so arrived at, the Requisitioning Department shall arrange for the execution of agreement. The copy of agreement is set out in Form-III.

11. The procedure for the conduct of the business by the Negotiation Committee shall be as follows:—

(i) The Chairman shall preside or authorise any other senior member to preside over all meetings of the Committee (except the final meeting).

(ii) The Committee shall hold meetings with the persons interested or with persons authorized by them. The persons so authorized shall not have any political affiliations.

(iii) The Land Acquisition Officer may cause notice in Form-I to be published in vernacular newspaper and affix in two or more places of the village where the proposed area of acquisition lies and to the persons interested in the land to appear personally or by persons authorized by them before such officer as specified at the time and place therein mentioned and to state their willingness or otherwise to settle their claims through Negotiation Committee. The Land Acquisition Officer may, in any case, require such statement to be made in writing and signed by the party. The interested persons may also file petitions *suo moto* for the settlement of the claims before the Negotiation Committee. In respect of the cases pending in any court including High Court /Supreme Court, the persons interested shall withdraw the cases pending in the said court before payment of compensation and total benefits payable under the Act. The Land Acquisition Officer shall also serve a notice in Form-II to the Requisitioning Department to make a statement that it is willing for settlement of the claims of the land-owners and interested persons through the Negotiation Committee and obtain its statement accordingly and duly signed by the responsible officer authorized by the concerned department in that area.

(iv) The Land Acquisition Officer shall initiate action for convening the Negotiation Committee meetings in consultation with the Requisitioning Departments. The Committee shall consider and convene meetings at the Regional Headquarters or villages wherever deemed necessary. The Chairman shall fix the date, time and place of the meeting.

(v) The Negotiation Committee shall receive further statements of claims in writing that may be submitted to the Government.

(vi) The Negotiation Committee may hear any oral representation made in respect of any claim by the interested persons or their authorized representatives.

(vii) The proceedings or deliberations of the Negotiation Committee pertaining to the claims of compensation shall be recorded.

(viii) The preliminary meetings may be held with all members except Chairman and nominee of Judicial Department and as may be authorized by Chairman.

(ix) The final meeting in which negotiations or settlement is confirmed shall however necessarily be presided over by the Chairman and shall be attended by the nominee of Judicial Department also.

(x) Agreement in Form-III shall be attested by all the members in the final meeting.

(xi) The agreement shall be registered at the cost of the Requisitioning Department (in the case of Government, stamp duty stands exempted under section 3 of the Indian Stamp Act).

(xii) After the agreement is attested, the Land Acquisition Officer shall obtain affidavits from the concerned interested persons on the same day in Form-IV.

(xiii) Although the Negotiations Committee will hear the land-owners and other parties interested in the lands, it will however discourage middle-men or advocates in the negotiations to ensure that the interests of the land-owners are protected and compensation payable goes only to concerned land-owners/interested persons.

(xiv) Where the settlement is reached, agreement shall be executed in the prescribed form under rule 10 and the Land Acquisition Officer shall pass the consent award under sub-section (2) of section 11 read with second proviso under sub-section (2) of section 31 of the Land Acquisition Act. In the consent award to be so passed apart from other material facts the Land Acquisition Officer shall specifically mention the total compensation agreed upon and terms and conditions of the agreement arrived at.

(xv) The amount so agreed to before the Negotiation Committee shall not be more than 20% (Twenty percentage) increase to the value arrived at by the Land Acquisition Officer as per the provisions of Land Acquisition Act, which includes market value, solatium and additional market value.

12. The quantum of compensation, so arrived at by the interested persons and Requisitioning Department before the Negotiations Committee shall be a package deal inclusive of market value/additional market value/ solatium / cost of the damages / valuation of structures / trees and interest etc., as are allowed under the Land Acquisition Act and Government orders. The package deal shall indicate the installments and mode and dates of payments, if any. If there is delay in payments after settlement as per package deal, interest as provided under section 34 of the Land Acquisition Act, 1894 shall be paid from the due date.

13. If the negotiations fail, the Land Acquisition Officer shall proceed further in accordance with the provisions of the Land Acquisition Act, 1894 and shall not take into cognizance the deliberations of the Negotiating Committee for taking further action.

14. The Land Acquisition Officer shall obtain required financial and administrative approvals before passing of award as per extant instructions of Government in this regard. In case, the Government does not approve of the proposed settlement rate of the Committee, the Land Acquisition Officer shall proceed as per the provisions of the Land Acquisition Act, 1894 and without regard to any of the proceedings of the Committee.

15. The interested persons shall be at liberty to hand-over the possession of land on any other conditions as agreed upon with the Negotiations Committee and as stated in the Agreement Deed.

16. After negotiated settlement the consent award shall be passed by the Land Acquisition Officer under sub-section (2) of section 11 read with second proviso under sub-section (2) of section 31 of the Land Acquisition Act, 1894 and reference under section 18 shall not be made in the Court of Law.

17. The settlement arrived at or consent award passed under these rules shall not be applicable to other similar cases.

18. Nothing in these rules prevent the Land Acquisition Officer from passing consent awards under sub-section (2) of section 11 read with second proviso under sub-section (2) of section 31 of the Land Acquisition Act, 1894.

19. Action for negotiation shall commence only after approval of value and award enquiry under section 11 of the Land Acquisition Act, 1894, is completed.

20. The Government may from time to time issue such guidelines or executive instructions as may be deemed necessary.

FORM-I

[See rule 11 (iii)]

**NOTICE CALLING FOR CLAIMS FOR SETTLEMENT THROUGH
NEGOTIATION COMMITTEE**

It is hereby informed that the land specified at..... (Survey Nos.) measuring(hectares) in the Village ofin the Taluk ofin the District of..... in the Union territory of Puducherry is needed for public purpose to wit for in accordance with the notification under section 4 (1) of the Land Acquisition Act, 1894 and the rules made thereunder.

All persons interested in the land shall appear personally or by person authorized by them before the Negotiation Committee on.....at..... and to state their willingness to settle their claims through the Negotiation Committee.

Land Acquisition Officer.

FORM – II

[See rule 11 (iii)]

To

The

(Requisitioning Department)

It is hereby informed that a notification under section 4 (1) of Land Acquisition Act, 1894 was duly published at page.....of State Gazette No..... dated for acquiring the land in Survey No.....measuring an extent ofhectares ofVillage(Taluk).....District in the Union territory of Puducherry to wit for

The persons interested in the said land acquisition have *vide* their representation dated..... expressed their willingness for settlement of their claims by the Negotiation Committee.

You are therefore requested to convene the Negotiation Committee meeting and give your willingness in writing for settlement of the claims by the Negotiation Committee constituted under rule 8 of the Land Acquisition (Puducherry) Amendment Rules, 2008

Land Acquisition Officer.

FORM-III

[See rules 10 and 11 (x)]

AGREEMENT TO BE EXECUTED WHEN LAND IS ACQUIRED FOR PUBLIC PURPOSES BY AGREEMENT BETWEEN THE PERSONS INTERESTED AND THE ACQUIRING BODY UNDER SUB-SECTION (1) OF SECTION 11 READ WITH SUB-SECTION (2) OF SECTION 31 OF LAND ACQUISITION ACT, 1894;

Whereas an agreement made thisday of 20..... between hereinafter called the 'Owner' (which expression shall unless repugnant to the context or meaning thereof include his heirs, executors, administrators) and hereinafter called the 'Interested Persons' (which expression shall unless repugnant to the context or meaning thereof include his heirs, executors, administrators and their successors and assignees hereinafter called the 'Interested Person') (to be scored out if there is no interested party) on the ONE PART and the Government represented by(the Requisitioning Department) hereinafter called the 'Government' on the OTHER PART and attested by Negotiations Committee;

2. And whereas the right, title and interest of the owner/owners and the interested party/parties in the following land/lands, hereinafter called the said land/lands, is/are as specified below:

(a) Persons being the absolute owner/owners of the property an interest therein capable of leading 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) Where the land/lands are held by the interested party/parties under the owners named herein above with 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.

(c) And whereas the said piece and parcel of land was mortgaged by the owner to the interested party by a Mortgage Deed, dated..... that the executed by the owner of the FIRST PART and the interested party of the OTHER PART and registered with the Sub-Registrar at.....under Serial No.....at pages.....Volume No.....of Book No. on(to be scored out if there is no interested party);

3. And whereas the said land/lands have been notified for acquisition under sub-section (1) of section 4 of the Land Acquisition Act, 1894 under Notification No....., dated.....published on.....and declaration under section 6 of the said Act *vide* G. O. Ms. No....., dated.....published on.....and whereas the owner and the interested party and the acquiring body agreed for the payment of compensation at.....as a package deal for an extent covering hectaresin (Village).....(Taluk).....(District). The package deal represents the market value of the land including structure value and tree value/additional market value, solatium and interest if any (up to the date of payment of 1st installment) and also apportion the same between themselves as hereinafter provided;

4. And whereas the owner and the interested persons further agree for deduction of the amount from the total amount shown in the award in case any or all of the said thing(s) attached to the earth or permanently fastened to any things attached to the earth is withdrawn with the prior approval of the District Collector;

5. And whereas the owner and the interested persons further agree for deduction of amount to be mentioned in the package-deal in case they are allowed to harvest the standing crop thereon by the District Collector;

6. Now, therefore, the owner or interested party do hereby agree with the Government as follows:—

(1) That the Land Acquisition Officer shall be competent to declare the award as per terms of this agreement.

(2) If the Government desires that it is necessary to take immediate possession of the land under acquisition eventhough there is a standing crop on it, the Government (Land Acquisition Officer) will be entitled to do so provided that compensation for the standing crop also included in the package-deal is paid.

(3) That the owner and the interested persons shall not claim any amount in addition to the amount agreed upon as aforesaid as compensation and accept it without any protest.

(4) That the owners and / or interested persons further agree that they will not claim for payment of higher compensation in any Court of Law and will not be entitled to file any petition under section 18 of the Land Acquisition Act and such petition if filed shall be void and illegal and that they shall abide by the award made by the Land Acquisition Officer.

(5) If thereafter or after the payment of compensation as per the award transpires that the owner and/or the interested party is not entitled at all or are not exclusively entitled to the entire amount of compensation awarded by the Land Acquisition Officer in terms of this agreement in respect of the said land/ lands hereinafter mentioned the owner and the interested party shall on demand refund to the Government the entire amount of money received by them or such amount as may be determined by the Land Acquisition Officer as refundable by them to the Government and shall also indemnify jointly and severally the Government against all proceedings and liabilities of any loss or damage suffered or any cost, charges or expenses incurred by Government by reason of the payment to them and the owner and the interested party shall pay the interest at the rate of 9% on the amount so refundable for the first year and at the rate of 15% for the subsequent years.

(7) If the owner/ interested party fails to refund to the Government the amount mentioned in the preceding para, the Land Acquisition Officer shall have the full right to recover the same as arrears of land revenue or to proceed under any law in force for recovery of such amount.

(8) Without prejudice to any other remedies for the enforcement of any refund or indemnity the Government may recover any sum determined and certified by the Land Acquisition Officer to be due and payable by the owner and the interested party to the Government by way of refund or otherwise under these presents as arrears of land revenue.

(9) If any Government dues/ shares/ premium from this land/ lands are payable by the owner or interested party and the loans of any public financial institutions are outstanding against the land/ lands the same shall be deducted from the said compensation amount that may be awardable under these presents.

SCHEDULE OF THE LAND / LANDS

Area under acquisition:hectares.

Village :

Taluk :

District :

Name of the interested person	Detail of land under acquisition		Compensation to be paid for the land under acquisition in column No.(3) under package-deals arrived at by the Negotiation Committee
	Survey No.	Area in hectares Details of lands if it is a part (R.S. No.) (showing four boundaries and ownership of adjoining land holders)	
(1)	(2)	(3)	(4)

Crops standing thereon	Details of other things attached to the earth including structures, trees etc.	Total compensation payable under package-deal as per the agreement reached in Negotiation Committee (column 5+7+9)	Remarks		
Details (Name of crops standing) (6)	Amount of compensation (<i>i.e.</i> , damages to the crop) (7)	Details (8)	Amount of compensation (9)	(10)	(11)

Signed by the owner of the land and the interested party and the acquiring authority.

Land owners/interested parties

Government

1Full name:.....

2Designation:.....

3

Witness:

1.

2.

Signed before the Negotiating Committee.

Name and designation:.....

Signature and date :

FORM – IV

[See rule 11(xii)]

**AFFIDAVIT TO BE EXECUTED BY THE INTERESTED
PERSONS BEFORE THE LAND ACQUISITION OFFICER IN
NON - JUDICIAL STAMP PAPER.**

I/We.....S/o. / W/o. / D/o.
..... owner/owners of the land in
Survey Nos.....in.....Village
.....Taluk.....District in the Union territory
of Puducherry hereby agree for the acquisition of my/our land by the
Land Acquisition Officer for the purpose of

I/We solemnly affirm that I/We am/are the absolute owner/
owners of the land mentioned above and the land is not encumbered.
The compensation payable for this land may be paid to me/ may be
paid to

Land-owners/interested parties

- 1
- 2
- 3

Witness:

- 1
- 2

(By order of the Lieutenant-Governor)

G. THEVA NEETHI DHAS,
Additional Secretary (Revenue).

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