**AGREEMENT WITH THE GOVERNMENT FOR ACQUISITION OF LAND** 

**UNDER THE LAND ACQUISITION ACT, 1894**

THIS AGREEMENT made at………………this………………day of………………20…………… between………………a company registered under Companies Act, 1956 and having its registered office at………………(hereinafter called "the company" which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its uccessors and assigns) of the ONE PART and the Governor of the State of………………(hereinafter called the "State Government" which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

**WHEREAS**

(1)The company has applied to the State Government for the acquisition of land under the provisions of the Land Acquisition Act, 1894 (hereinafter called "the said Act") of the piece and parcel of land

containing………………acres or thereabout situate in the village of in the Tehsil…………District ………………and more particularly described in the Schedule I hereto and delineated in the plan hereunto annexed.

(2) The State Government being satisfied by an enquiry held under section 40 of the said Act that the proposed acquisition is needed for the purpose described in the Schedule 11 hereto, (hereinafter called "the said purposes"), and the said purposes are likely to prove useful to the public, has consented to acquire the piece or parcel of land hereinabove described on behalf of the company.

(3) The State Government has required the company to enter into an agreement as required under the provisions of section 41 of the said Act.

**NOW THIS INDENTURE WITNESSETH THAT IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:**

(1) The company shall pay to the State Government or such person or persons as the State Government may appoint in this behalf in respect of the said land, all sums of money as shall be awarded by the collector under the Land Acquisition Act, 1894 or by any court to which reference under Part III of the said Act may be made, or by the court or courts including the High Court or the Supreme Court to which an appeal from the award of the said court may be preferred and all costs, charges and expenses of the proceedings in the aforesaid courts or otherwise incidental to the proposed acquisition are payable in respect thereof under the provisions of the said Act.

(2) The company shall deposit with the collector such sum or sums of money payable under the last preceding clause, within seven days of receiving the demand in this behalf from the collector, failing which the said Government may, without prejudice to any other remedy, recover the amount spent or the expenses incurred from the company as arrears of land revenue and may also rescind or withdraw from the proceedings in acquisition and all losses resulting therefrom shall be borne by and be to the account of the company.

(3) In case of urgency where possession of the said land is proposed to be taken under section 17 of the said Act before an award has been made under section 17 of the said Act, the company shall deposit with the collector free of interest, such amount not more than two third of the approximate amount of compensation payable in respect of the said land as determined under clause (ii) of sub rule (2) of rule 4 of the Land Acquisition (Companies) Rules, 1963 and within the time, as specified by the collector in this behalf.

(4) The company agrees and undertakes that if the amount or compensation of the acquisition of the said land or any part thereof is enhanced or is held to be more than the amount assessed by the

collector under the said Act or by court to which a reference under Part III of the said Act may be made or by the court or courts including the High Court or Supreme Court to which an appeal from the award of the said court may be preferred, it shall pay to the State Government such further amount on account of the said land or any part thereof together with all incidental charges within one month of the demand therefore, failing which the amount due shall be recoverable from the company as arrears of land revenue.

(5) On payment by the company of all demands under the foregoing first clause or in the discretion of the State Government on deposit by the company of all estimated amount as provided in the second clause, the State Government shall hand over the possession of the said land to the company and shall execute and to add such acts and deeds as may be necessary and proper for efficiently vesting the same in the company.

(6) The said land shall be used by the company for the said purposes and without the sanction in writing of the State Government first hand and obtained for no other purpose, whatsoever.

(7) The company shall erect and complete all works in accordance with the particulars specified in Schedule III, (hereinafter called "the said works"), within three years from the date on which the possession of the said land shall have been given to the company. If the said works are not completed within the said period of three years, the State Government may extend the time for that purpose, in its discretion, by a period not exceeding one year at a time, so however that the total period of extension shall not exceed three years.

(8) If the said works are not completed within three years or such extended time, as the State Government may grant In its discretion, the State Government may summarily re enter upon and take possession of the said land, together with buildings thereon, whether such buildings were erected before or after transfer of the applicant to the company and thereupon the interest of the company in the said land and buildings shall absolutely cease and determine.

(9) On taking such possession, the State Government may sell or otherwise deal with the said land and buildings as it may think proper:

(a) If the State Government sells the land with the buildings, the State Government, after deducting the expenses incurred in connection with the taking possession and sale of such land and buildings, shall pay the proceeds to the company;

(b) If the State Government retains the said land and buildings thereon, the State Government shall repay to the company the market value as on the day of re entry of all the buildings erected by the company and all sums paid by the company in respect of acquisition of the said land as provided in the foregoing first clause (less the statutory allowance of fifteen per cent and less any amount paid by the company on account of trees and buildings which are not in existence at the time of resumption) but will not repay any sums paid by the company on account of costs, charges and expenses;

(c) If the State Government sells the buildings only, then the State Government after deducting the expenses of taking possession and selling, pay the balance of the proceeds of sale to the company together with the sum received from the company in respect of the acquisition of the said land (less the statutory allowance of fifteen per cent and less any amount received from the company on account of trees and buildings which are not in existence at the time of resumption) but will not repay any sums paid by the company on account of costs, charges and expenses.

(10) If the company does not require the said land or any part or parts thereof for the said purposes, then the company will forthwith relinquish and restore the same after removing all buildings and structures to the State Government at a price equal to the amount paid by it under the said Act.

(11) If the company utilises only a portion of the said land for the said purposes and the State Government is satisfied that the company can utilise the portion of the land used by it, even after resumption of the unutilised part thereof, the State Government may make an order declaring the transfer of the unutilised portion of the said land as null and void, whereupon such unutilised portion shall revert back to the State Government and directing that an amount equal to one fourth of such portion of the amount paid by the company as cost of acquisition, as is relatable to the unutilised portion shall be forfeited to the State Government as damages and that balance amount shall be refunded to the company and the order so made by the State Government shall be final and binding. Provided that the State Government before making an order under this clause will give an opportunity of being heard in the matter.

(12) If the company commits the breach of any of the terms and conditions of this agreement, the State Government will be entitled to declare the transfer of the said land to the company as null and void, whereupon the said land shall revert back to the State Government and an amount equal to one fourth of the amount paid by the company to the State Government as the cost of acquisition, shall be forfeited to the State Government as damages and the balance shall be refunded to the company. Provided that the State Government before making an order under this clause will give an opportunity of being heard in the matter.

(13) In case the said land or any part thereof reverts back to the State Government in terms of clause (11) or (12) of this agreement, the occupation of the company over the land in question shall be deemed to be unauthorised within the meaning of………………Public Premises (Eviction of Unauthorised Occupants) Act and the State Government may without prejudice to any other right or remedy, effect re entry in accordance with the provisions of the said Act and the Rules made

thereunder.

(14) The company shall not transfer the said land or any part thereof by sale, lease, mortgage, gift or otherwise without the previous permission of the State Government.

(15) If any dispute or difference arises touching or concerning the subject matter of this agreement or any covenant or clause or things therein contained, the same shall be referred to the Secretary to the

State Government in………………Department, and opinion and decision of the said Secretary upon such dispute or difference shall be final and conclusive and binding on the parties hereto.

 **Schedule I**

All that piece or parcel of land situated in the village of ........... Tehsil………………District……… containing an area of………………sq. ft. equivalent to………………meters comprising Survey No.

................. Plots No ………………bounded on the

 North

 South

 East

 West

 and called or known as premises No . ………………

 Schedule II

 Purposes for which the said land shall be used

 Schedule III

 (i) Name and nature of the work.

 (ii) Plans and specifications of the work.

**IN WITNESS WHEREOF** the company has caused its common seal to be affixed to these presents and the State Government has caused these presents to be signed by its duly authorised official.

**WITNESSES**

 The common seal of………………has been hereunto affixed pursuant to the resolution of its

1. Board of Directors passed at the meeting held on……………… in the presence of its two Directors viz. Shri………………and………………who have in token thereof subscribed their signature hereto

2. Signed and delivered by the State Government by the hand of Shri……………… Secretary to Government, Department of………………its duly authorised official