

No.NH-11011/30/2016-LA
Government of India
Ministry of Road Transport & Highways

Transport Bhawan,
 1, Parliament Street,
 New Delhi - 110 001.
 Dated the 15th March, 2016.

To,

1. The Chairman,
 National Highways Authority of India
 G-5&6, Sector- 10, Dwarka, New Delhi-110 075.
2. The Managing Director,
 National Highways Infrastructure Development Corporation Ltd,
 PTI Building, Parliament Street, New Delhi- 110 001.
3. The Director General Border Roads,
 Seema Sadak Bhawan, Ring Road, Delhi Cantt., New Delhi- 110 010.
4. Secretary/Principal Secretary,
 Public Works Department,
 All State Governments/Union Territories

Subject: Acquisition of missing plots from bulk acquisition through consent- reg.

Sir,

I am directed to say that whenever land is required for the purpose of National Highways, provisions of the National Highways(NH) Act, 1956 are invoked. At times, some of the plots have been observed to have been missed from the bulk land acquisition. It is initially due to deviation in the boundaries while interpreting the revenue map, change in Khasra number as a result of land consolidation process and poor maintenance of revenue records. The deviations are more pronounced in case of bypasses where there is no pre-defined road boundary as a reference mark. In addition to these missing plots, some more plots are also required at times to accommodate minor alteration necessitated due to unforeseen technical, social or environmental considerations not noticed at the Detailed Project Report(DPR) stage.

2. Proposals have been received from some of the Project Implementing Authorities to acquire these missing plots through private negotiations. It is mainly to avoid delays in handing over the sites to the concessionaires; it is contemplated that if such lands are acquired through NH Act, 1956 it will cause further delay in handing over the sites to the concessionaires. Moreover, this may also result into contractual claims by the contractors. As generally the case, the land acquisition through the NH Act, 1956 is time consuming; therefore, it is felt that land acquisition of these missing/additional plots through consent would be helpful in several ways to achieve the goals as follows:

- (a) The land could be taken in possession immediately for implementing the scheme;

- (b) Inherent delays noticed in the acquisition of land could be avoided;
- (c) The expenditure incurred on publication of notifications under section 3(a), 3(A) and 3(D) under the NH Act, 1956 in the local newspapers is saved;
- (d) There would be no court case challenging a land acquisition causing abnormal delays in the process;
- (e) The lump sum award could be given straight away.

3. The proposal has been considered in this Ministry and it has been decided that the process of acquisition of land through consent may be adopted as an exception, preferably upto 10% of total quantum of land acquisition in a construction package, only in the following cases:

- (a) Missing plots which are left out from the bulk acquisition; and
- (b) Additional land required due to alteration of alignment at implementation stage.

4. However, for acquiring the land through consent enough protective mechanism is required in respect of rates to be adopted and for establishing the rightful ownership. For this purpose, the following procedure/guidelines may be followed henceforth in cases of acquisition through consent:

- (i) The proof of legal ownership for the plots shall be obtained from the revenue officials not below the rank of Tehsildar;
- (ii) The plot shall be measured exactly and verified through the village/circle/taluka level revenue official on the ground and on the map;
- (iii) The legal owner shall be consulted by the Project Implementing Authority. Prior to their formal consent, the concerned Project Implementing Authority shall process each case and obtain the approval of the Competent Authority. The rates for the consent shall be the maximum of compensation rates declared by the Competent Authority for similar type of land in the adjoining area or the circle rate/guideline value of similar land use, if notified by revenue authorities for such areas;
- (iv) In order not to deprive a land owner who has willingly given his land on mutual consent, of the benefits of an enhanced award which may be declared by an arbitrator and accepted by the Project Implementing Authority subsequent to the date of agreement for sale, the enhanced rate awarded by the arbitrator for same nature and type of land in adjoining area during bulk acquisition shall be paid to such a land owner. However, the arbitral award should pertain to land acquisition under NH Act, 1956 for which notification under section 3A thereof has been published on or prior to the date of agreement for sale by the land owner with Ministry. The gross enhanced compensation rate (including enhanced rate awarded under sections 3G(2) & 3G(7) (b), (c) & (d) of the NH Act, 1956) awarded by the arbitrator during bulk acquisition under the NH Act, 1956 in the locality for same nature and

type of land in adjacent plots may be given to the land owner. To pass on the benefits of enhanced rate awarded by an arbitrator and accepted by the Project Implementing Authority, to a land owner who has agreed to give land to the Project Implementing Authority on mutual consent, a condition that if on a future date an award is passed by the arbitrator enhancing the rate of compensation for adjoining area of land which is of similar nature and type and which has been acquired under NH Act, 1956 such benefit will be given to the land owner whose land has been acquired on a mutual consent for the same project. This should be further subject to the condition that the arbitral award should pertain to land acquisition under NH Act, 1956 for which notification under section 3A thereof has been published on or prior to the date of agreement for sale by the land owner with the Project Implementing Authority. The aforesaid conditions shall have to be included in the agreement for sale so that there is no ambiguity as to the fact that the enhanced award shall be applicable only when the date of the related notification under section 3A under the NH Act, 1956 for land against which enhanced award has been passed by the arbitrator is on or before the date of agreement for sale between the land owner and the Project Implementing Authority.

Note: For avoidance of any doubt it is being clarified that missing plots / survey nos. left out from bulk acquisition which are acquired on mutual consent basis may be purchased at rate already awarded by arbitrator and accepted by the Project Implementing Authority, for adjoining area of same nature and type of land which was acquired under NH Act, 1956 for the same project.

- (v) The rate used by the Competent Authority or the circle rate/guideline value shall be the maximum upto which the Project Implementing Authority may agree to acquire the land. In case of application of the rate of enhanced award by an arbitrator for similar nature and type of land in adjoining area acquired under NH Act, 1956 the enhanced rate shall be the maximum rate at which a plot of land shall be acquired on mutual consent subject to the conditions stated in (iv) above. However, in case of projects funded by multilateral funding agencies, where an Rehabilitation and Resettlement framework has been agreed to, land shall be negotiated at the replacement value worked out through the procedure agreed in the Rehabilitation and Resettlement framework for the project. The Project Implementing Authority will certify in his proposal that in no case the rates negotiated with the title holders exceed those adopted by the Competent Authority for similar type of land in the adjoining areas or the replacement value in case of projects funded by multilateral funded agencies.
- (vi) After receiving the approval, the formal consent of individual title-holder shall then be recorded on a stamp paper and duly notarized. The sample format of consent is enclosed at Annexure- I. The concerned Project Implementing Authority shall then finalize the sale deed in the prescribed sample format enclosed at Annexure- II and shall get the transaction registered with the office of the concerned Registrar;

- (vii) The account payee cheque towards the compensation/replacement value of land shall be given to the title-holder at the time of registry. All taxes, registration charges and other expenses like value of the stamp papers. etc. shall be borne by the Project Implementing Authority;
- (viii) Assets other than the land, viz, structures, wells, trees, etc. shall not be registered. The compensation of the assets shall be paid on the basis of the prevailing Basic Schedule of Rates of the State Public Works Departments. In such cases the valuation shall be done by the Project Implementing Authority with the help of a Government approved Valuers. For trees, the help of Forest/Horticulture Departments shall be taken;
- (ix) All the sale deeds shall be sent to the concerned revenue office for transfer of the land in the name of Government of India. The Project Implementing Authority shall ensure that the land acquired through negotiation is mutated in the name of Government of India and shall keep a separate record of all such land;
- (x) The Project Implementing Authority shall maintain a copy of the consents verified and duly counter-signed by an officer of appropriate level in original with them.

5. This may be brought into the notice of all concerned authorities dealing with the acquisition of land and ensure that all determination of compensation for acquisition of land under the NH Act, 1956 are in consonance with the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement (RFCTLARR) Act, 2013 and respective State Government's land laws.

6. This issues with the approval of Minister (Shipping, Road Transport and Highways).

Yours faithfully,

Annexes : As Above(I and II)


(Maya Prakash)
Director
Tele/Fax No.23710454

Copy for compliance to:

1. All Coordinators, Roads Wing, M/o RT&H
2. Chief Engineers of all Project Zones, Roads Wing, M/o RT&H
3. All Regional Officers of M/o RT&H

Copy for information to :

1. PS to Minister (RT&H)/ PS to MoS (RT&H)
2. Sr. PPS to Secretary (RT&H)/PPS to DG(RD&SS)
3. PPS to all ADGs of the Roads Wings of M/o RT&H
4. PPS to all Joint Secretaries of M/o RT&H

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ON STAMP PAPER (Rs.10/-) DULY
ATTESTED BY NOTARY PUBLIC

I
WITNESSE-A

CONSENT FROM LANDOWNER
FOR LAND ACQUISITION THROUGH
PRIVATE NEGOTIATION

शपथ पत्र

समस्त राष्ट्रपति, भारत सरकार द्वारा परियोजना निदेशक, भारतीय राष्ट्रीय राजमार्ग
प्राधिकरण, परियोजना कार्यान्वयन इकाई, इलाहाबाद बाईपास, इलाहाबाद

शपथ पत्र संख्या _____ सन् _____
अप्य - पत्र निम्नलिखित _____ पुत्र की _____ नाम _____
परमेश _____ तहसील _____ जिला _____ निम्नलिखित _____ है।

हम शपथकर्तामण धर्मपूर्वक निम्नलिखित बयान करते हैं।

1. यह कि हम शपथकर्तामण शपथ - पत्र अर्पण करने में पूर्ण और सत्य - पत्र में दिए गए कारणों से माली गतिमानता रखते हैं।
2. यह कि शपथ संख्या _____ पुत्र संख्या _____, तहसील _____, जिला _____ में से क्षेत्र _____ हे० भूमि, राष्ट्रपति भारत सरकार द्वारा परियोजना निदेशक, भारतीय राष्ट्रीय राजमार्ग प्राधिकरण, परियोजना कार्यान्वयन इकाई, इलाहाबाद बाईपास, इलाहाबाद के जहाँ _____ (_____ नाम) प्रति हे० की दर से विपणन करने पर सहमत हैं।

हम शपथकर्तामण अर्पण बयानक तत्पश्चात् करते हैं कि नवगुण अप्य - पत्र की धारा 1 संज्ञाया 2 हम लोगों की व्यक्तिगत जानकारी में सत्यपूर्ण हैं। हमने कोई अन्य विपणन नहीं किया है।

दिनांक : _____

शपथकर्ता

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Annexure- II

FORMAT FOR REGISTRATION OF LAND
THROUGH PRIVATE NEGOTIATION

STAMP DUTY EXEMPTED

विक्रय पत्र

मैं/हम कि पुत्र/ पत्नी
निवासी ग्राम पोडा तहसील
जिला अपनी भूमि गाटा सं०
स्थित गीजा से एकमा हो चेक
सं० द्वारा हो मुख्तियार लेकर, इन्हें
राष्ट्रपति भारत सरकार वास्ते पोत परिवहन, सड़क परिवहन और राजमार्ग मंत्रालय,
परियोजना निदेशक, भारतीय राष्ट्रीय राजमार्ग प्राधिकरण, परियोजना कार्यान्वयन
इकाई, इलाहाबाद, इलाहाबाद को बेच दिये तथा विहीत भूमि पर कंटा को
अधिकार दे दिया।

विक्रय पत्र लिख दिये कि सनद रहे और समय पर काम आवे।

दिनांक : _____