

No. NHIII/P/17/75

Dated the 30th Oct, 1980

To

All State Govts. & Union Territories,  
(Deptt dealing with NHs)

Subject : Licensing of NH Land for the construction of approach road to private property abutting on National Highways

In supersession of earlier instructions on the subject mentioned above I am directed to convey the following consolidated instructions regarding licensing of National Highway land for the construction of approach roads to private property abutting on NHs.

2. Under Section 4 of the NH Act, 1956 all NHs vest in the Union and Section 5 of the Act it is the responsibility of the Central Govt. to develop and maintain them in proper repair though the Central Govt. may, by issue of a Notification in the official Gazette entrust the function in relation to development or the maintenance of any NH to a State Govt. within the jurisdiction of which that NH is situated. The aforesaid entrustment or delegation does not cover the licensing/leasing of NH Land for any purpose as this is not a function related to the development or maintenance of the NHs. Until therefore, the State Govts. are specifically authorised in this behalf by an Act of Parliament formal permission for lease of NH land for any purpose can be granted only by the Government of India through the execution of a licence deed prescribed for the purpose.
3. It should be expressly understood license of NH land shall only be for approach road and not for the construction of any other kind of structure.
4. The detailed instructions regarding Regulations of access points have already been laid down vide this Ministry's circular letter No. NHIII/P/72/76 dated 13.1.77 reproduced below :

"In urban areas the spacing of access to Arterial highways should wherever possible be restricted to 500 metre interval. If any highway is likely to be developed as Expressway/Motorway the spacing should be 1000 metre.

In rural area spacings of connections from parallel service roads and of intersection should not be closer than 750 m. Individual driveways to private properties other than petrol pumps should not be spaced closer than 300 metre from each other or from an intersection. Regarding petrol pumps practice recommended in IRC 12 & 13 should be followed. On highways with dual carriageway median openings should generally be limited to intersection with public roads and should not be permitted for individual business needs. Where intersections are far apart, median openings may be provided at intervals of 2 km for permitting U-turn and diversion of traffic to one of the carriageways at times of emergency or major repairs. \*If the land width is equal to the width between building lines indicated in this column, the building lines should be set back 2.5 metre from the road land boundary lines.

Generally the building and control lines would be symmetrical about the roadway. These should be strictly enforced by State Govts. along all National Highways/Strategic Roads while approving schemes of development and specifying land use. Necessary legislation to enforce these where required may also be enacted.

No structure of any kind, save the ones required for the development and operation of the highway or those for which the State's have been authorised separately, should be permitted to be put up on NH road without the prior approval of the Ministry".

5. The proposals conforming to these standards mentioned above may be approved by the State Chief Engineers themselves and the licensee permitted to construct the approaches, culverts, etc. after he has executed the licence deed. (See para 8).
6. The cases where the standard conditions are not satisfied should not be approved, but the parties concerned may be requested to make the necessary modifications so as to fall in line with the standard conditions. After modifications, such cases can be dealt with as in para 5.
7. All proposals where it is not practicable to fulfil the standard conditions but the State Chief Engineer recommends certain relaxations, may be referred to the Govt. of India for final decision with reasons for relaxation. Till the final decision is reached, the State Govts. should not enter into any commitment with the parties concerned.
8. A specimen copy of the licence deed to be entered with the Private Party is enclosed (Annexure 1). The licence should be drawn up on non-judicial stamp paper and all expenses in this regard borne by the licensee. A certificate to the effect that all standard conditions have been satisfied together with a certified copy of the layout plan should be forwarded along with the licence deed to this Ministry for signature for and on behalf of the President of India. No rent need be charged from the licensee in respect of the land for which the licence is issued. The licence deed is not required to be registered.

9. The licence should initially be valid for a period of three years, renewable for every three year period thereafter. A copy of the form for renewal of the licence is enclosed vide Annexure 2. It shall be the responsibility of the Licence (s) concerned for getting the licence renewed well in time. As in the case of initial licence deeds, the renewal deeds should be forwarded by the State Govts. to the Govt. of India together with their recommendation whether the licence may be renewed.
10. It is requested that the contents of this circular may be brought to the notice of all concerned officers in your department dealing with National Highways.

## ANNEXURE I

## LICENCE FOR THE USE OF NATIONAL HIGHWAY LAND

\*Here enter details of premises i.e. land revenue No. etc.

\*Here enter name of National Highway

@ Here enter full details of the party in whose favour licence is issued

£ Here enter the name of National Highway

AGREEMENT TO construct an approach road with necessary provision for drainage to \* \_\_\_\_\_

abutting on the boundary of \* \_\_\_\_\_ in Kilometre \_\_\_\_\_ in survey No. \_\_\_\_\_ of the village \_\_\_\_\_ in the Taluka of \_\_\_\_\_ of the \_\_\_\_\_ District

AN AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ one thousand nine hundred and \_\_\_\_\_ between the President of India (hereinafter called the 'Government' which expression shall, unless excluded by or repugnant to the context, include his successors in Office and assigns) of the one part, and @ \_\_\_\_\_ hereinafter called "the Licensee"/"the Licensees" (which expression shall, unless excluded by or repugnant to the context, include the said licensee's successor/Licensees' successors, heirs, executors administrators and assigns) of the other part.

2. WHEREAS THE Licensee' has /Licensees have applied to the Government for permission to construct on the Government land an approach road with necessary provision for drainage to his /their property abutting on the boundary of £ \_\_\_\_\_ in Kilometre \_\_\_\_\_ in the \_\_\_\_\_ Taluka of the \_\_\_\_\_ District, more particularly described in the Schedule annexed hereto and shown in the drawing attached hereto (hereinafter referred to as "the said premises")
3. AND WHEREAS THE Government have agreed to grant such permission on the terms and conditions hereinafter mentioned.
4. Now, this agreement witnesseth that, in consideration of the terms and conditions hereinafter contained and on the part of the licensee/licensees to be observed and performed, the Government hereby grants to the licensee/licensees permission to construct an approach road with necessary drainage works to the said premises as per approved drawings attached subject to the following terms and conditions, namely :—
  - (1) That the licensee/licensees shall, within three months from date of receipt of the permission, but without interfering in any way with the road traffic, complete the construction of the approach road and shall make provision for drainage to the full satisfaction of the Executive Engineer/Divisional Engineer incharge of the National Highway according to the approved drawings and specifications. The said approach road shall not be brought into use after its completion unless the Executive Engineer (Divisional Engineer) gives a completion certificate after satisfying himself that it has been completed as per the sanctioned drawings and specifications.
  - (2) That on the completion of the said work, that part of the approach road, which lies within the limits of Government road land together with any culvert or drain therein constructed shall become the

absolute property of the Government, subject to the rights or the licensee/licensees to use the same for egress and ingress.

- (3) The licensee/licensees shall at his/their own cost keep the said approach road, and any culvert or drain therein, in proper repair and condition to the satisfaction of the Executive Engineer/Divisional Engineer.
- (4) That within Six months of a notice duly given to the licensee/licensees in this behalf, the licensee shall at his/their own cost remove the said approach road or any drainage work constructed in connection therewith and restore the land to its original condition, when required to do so by the Government or by any person duly authorised on its behalf. The licensee/licensees shall not be entitled to any compensation on account of such removal and restoration.
- (5) That the approach road shall not be used for any purpose other than that of access to and egress from the premises of the licensee/licensees on to the Government road,
- (6) That the licensee/licensees shall not, without the previous permission in writing of the Executive Engineer/Divisional Engineer in any way extend or alter the said approach road or any culvert or drainage therein.
- (7) That the licensee/licensees shall at all times permit any duly authorised officer or servant of the Govt. to inspect the said approach road including any culvert or drainage therein. He shall keep the said approach road soon and shall not be entitled to close any right of way over or in respect of the same against Government or any member of the Public.
- (8) That the licensee/licensees shall be liable for any loss or damage caused to the Government by drainage obstruction or any other like cause due to the said approach road or the drainage work.
- (9) That the permission granted by this license shall not in any way be deemed to convey to the Licensee/Licensees any right into or over, or any interest in Government land other than that herein expressly granted.
- (10) That in case the said approach road is destroyed, this licence shall determine and the licensee/licensees shall not be entitled to claim any right to construct another approach road in lieu of that so destroyed.
- (11) That during the subsistence of this licence, the said approach road including the road drainage shall be deemed to have been constructed and continued only by the consent and permission of the Government so that the right of the licensee/licensees to use the same shall not become absolute and indefeasible by lapse of time.
- (12) That, if the licensee fails/licensees fail to execute any work which he has/they have agreed to execute under this agreement to the full satisfaction of the Executive Engineer/Divisional Engineer the work shall be executed by the Executive Engineer/Divisional Engineer at the cost of licensee/licensees and the expenditure incurred shall be recoverable from the licensee as an arrear of land revenue without prejudice to any other remedies which may be open to Government in this behalf.
- (13) That the licensee/licensees shall not sell, transfer or otherwise dispose of the premises without obtaining from the transferee a duly executed agreement with the Government embodying the terms and conditions herein before mentioned.

Definitions

61 to 1980

1 of 1956

1 of 1956

59 of 1961

38 to 1963

31 of 1966

- (14) That no fee shall be charged for the license.
  - (15) That if and when parallel service roads are constructed the access to the premises shall be from the service road alone as determined by the Executive Engineer/Divisional Engineer and no claim for compensation shall be entertained on that account.
  - (16) That this agreement shall remain in force for three years from the date of execution in the first instance and be terminable by a notice of 6 months and the permission may or may not be renewed after expiry of the said period.
  - (17) That the licence hereby granted shall not be transferable.
  - (18) That the licensee/licensees shall bear the cost of stamping and execution of this Agreement.
5. Notwithstanding anything contained in clause 4 (4), this licence may be cancelled at any time by the licensor through the Executive Engineer/ Divisional Engineer for breach of any of the terms and conditions of the licence and the licensee/licensees shall not be entitled to any compensation for loss caused to him/them by such cancellation nor shall he/they be absolved from any liability already incurred by him/them under this agreement. The licensee/licensees shall at his/their own cost remove the approach road lying within the boundary of the Government land and restore the Government land to its original condition. In the event of licensee/licensees refusing to do so, the restoration of the Government land to its original condition shall be done by the Executive Engineer/ Divisional Engineer at the cost of licensee/licensees and the expenditure incurred shall be recoverable from the licensee/licensees as an arrear of land revenue without prejudice to any other remedies which may be open to Government in this behalf.

#### *SCHEDULE*

(here type the schedule referred to in clause 2)

**IN WITNESS WHEREOF** this agreement is executed in duplicate by the parties hereto on the dates mentioned below their respective signatures.

*Signed by Shri (Name in full)  
the licensee  
the constituted attorney of  
the licensees.*

*For and on behalf of the President of India  
Under Secretary to the Government of  
India, Ministry of Shipping & Transport  
(Road Wing)*

In the presence of

1. Name in full (signature)  
with designation.

1. Name in full with (signature)  
designation

2. Name in full (signature)  
with designation

2. Name in full (signature)  
with designation.

N.B. Wherever alternatives such as "at"/from, his/their licensee/licensees Divisional/Executive has/have etc. are given, only applicable portion should be typed in the fair licence deed.

#### *ANNEXURE 2*

#### *Form for renewal of licence for the use of National Highway land*

\*to be written in words

AN AGREEMENT made this \_\_\_\_\_ day of (month) \_\_\_\_\_  
of \_\_\_\_\_ (Year\*) \_\_\_\_\_ between the President of India  
(herein-after called the 'Government' which expression shall, unless excluded by  
or repugnant to the context, be deemed to include his successors and assigns) of  
the one part and (name of the party) \_\_\_\_\_  
Hereinafter called "Licensee"/"licensees" which expression shall, unless

excluded by or repugnant to the context, be deemed to include his/their heirs its successors/their successors and assigns of the other part.

WHEREAS an agreement dated \_\_\_\_\_ (hereinafter referred to as "the principal agreement") has been entered into between the Government and the licensee/licensees to construct on the land belonging to the government an approach road with necessary provision for drainage to his/their property.

AND WHEREAS it has been agreed to by and between parties to these presents to renew the said licence on the same terms and conditions as are set forth in the principal agreement.

NOW THEREFORE it is agreed by and between the parties that the principal agreement be and the same is hereby renewed for a period of three years from the date of expiration thereof.

The licensee/licensees shall bear the cost of stamping and execution of this agreement.

IN WITNESS WHEREOF this agreement is executed in duplicate by the parties hereto on the dates mentioned below their respective signatures of the President of India has signed this licence and the licensee/licensees has/have also signed this licence, the day, month and year first above written.

*Signed by Shri (Name in Full)  
the licence  
the constituted attorney  
of the licensees.*

*Signed by Shri (Name in Full)  
for and on behalf of the  
President of India.*

In the presence of

- |  |   |
|--|---|
| 1. Name in full (signature)<br>with designation. | 1. Name in full (signature)<br>with designation |
| 2. Name in full (signature)<br>with designation. | 2. Name in full (signature)<br>with designation |

N.B. Wherever alternatives such as his/their Licensee/Licensees has/have etc. are given, only applicable portions should be typed in the fair licence deed.

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