

No.NH/11044/1/87-NHIII/DI

Dated the 12th September, 1988

To

The Secretary, PWDs of all States/U.Ts. (Departments dealing with National Highways), The Director General, Border Roads, The Director General, Works, CPWD.

Subject: Landscaping of traffic islands at National Highway intersections by private parties: Guidelines and requirements of Licence Deed.

The Ministry has been receiving proposals from State PWDs for permitting private parties to landscape traffic islands at National Highway intersections at their own cost. The matter has been carefully considered in the Ministry and in partial modification of para 2.9 of the Ministry's Circular No. NHIII-P/15/75 dated 20th May, 1976, it has been decided that towards improving aesthetics at intersections, landscaping of traffic islands by private parties may be permitted by the State Chief Engineers subject to the following conditions

- (i) Proposals for landscaping should be entertained only from registered companies, societies or charitable institutions.
- (ii) The landscaping proposal should have been prepared by a qualified Horticulturist/Landscape Architect.
- (iii) The fencing should be of open grill type in mild steel, and painted in white. Red reflectors/reflective tape should be fixed on the fence exterior at a number of points to indicate the presence of the fence during hours of darkness. To ensure that visibility is not obscured, height of the grill above the kerb should not exceed 0.6m and its top measured from road level should not be higher than 0.8m. The grill should be set back from the kerb face by 0.3m.
- (iv) The plantation to be provided on the island should comprise grass or low-growing flowering plants/bushes. Plants taller than 0.8m from road level should neither be planted nor allowed to remain on the island. In no case shall planting of trees on the traffic islands be permitted.
- (v) The landscaping work shall be organised in such a way that it does not affect the smooth flow of traffic. No material shall be allowed to be dumped/stored on the road surface. Details of the operation to be carried out for the landscaping work shall be got approved from the Road Authority.
- (vi) The entire cost of landscaping, planting, watering, fencing etc. shall be borne by the intending party. The party shall maintain the works at its own cost to the full satisfaction of the Road Authority.
- (vii) Any damage caused to the road surface, road structure and appurtenances because of negligence on the part of the party shall immediately be made good by it at its own cost.
- (viii) The party shall not be permitted to erect any hoarding or structure on the premises except for two small name plates each not exceeding 0.75m in width and 0.25m in height. In no case shall any board which is in the form of advertisement of the party of its products, or neon-signs, shall be permitted.
- (ix) The party shall agree to remove the entire landscaping work unconditionally at its own cost when the traffic island is required by the Road Authority for any future development purposes. No claim of compensation in this regard shall be entertained.
- (x) The area of landscaping by the party shall be available for use by the public; In no case shall the party sub-let any part of the area to any other party.

2. Cases satisfying the above conditions may be permitted by the State Chief Engineers under intimation to the Regional Officer of the Ministry. Before the party is permitted to start any work, it should be asked to execute a licence deed vide the format shown in Annexure-1. The licence should initially be valid for a period of 3 years, renewable for 3 year periods thereafter. A copy of the form for renewal of licence is enclosed at Annexure-2.

3. It is requested that the contents of the circular be brought to the notice of all officers of your Department dealing with National Highways.

LICENCE FOR THE USE OF NATIONAL HIGHWAY LAND

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 Licencee"/the Licensees" (which expression shall, unless excluded by or repugnant to the context,
include the said licensee's successor/Licensees' successors, heirs, executors and administrators) of the
other part.

WHEREAS THE Licensee has/Licensees have applied to the Government for permission to landscape,
beautify and maintain traffic island(s) on the Government land falling at the intersection of National
Highway No. ----- in Kilometre ----- in the -----
Taluka of the •----- District and shown in the drawing attached hereto.

AND WHEREAS THE Government have agreed to grant such permission on the terms and
conditions hereinafter mentioned. @ here enter full details of the party in whose favour
licence is issued.

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 landscape, beautify" and maintain the said traffic island(s) as per approved drawings attached subject to the following terms_ and conditions, namely:

- (1) That the licensee/licensees shall, within three/six months from date of receipt of the permission, but without interfering in any way with the road traffic, complete the landscaping and beautification of the said traffic island(s) to the full satisfaction of the Executive Engineer/ Divisional Engineer incharge of the National Highway according to the approved drawings and specifications.
- (2) That on completion of the said work including all the landscaping, plants and fencing which lie within the limits of Government road land shall become absolute property of the Government, subject to their maintenance being responsibility of the licensee/licensees.
- (3) The licensee/licensees shall at his/their own cost maintain the said landscaping and beautification works including the fencing in proper repair and condition to the satisfaction of the Executive Engineer/Divisional Engineer.
- (4) That upon a notice of three months given' to the licensee/licensees for and on behalf of the licensor, the licensee shall at his/their own cost remove the said landscaping and beautification works including the fencing and restore the land to its original condition, if so 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 traffic island(s) shall not be used for any purpose other than that of landscaping or its maintenance.
- (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 traffic island(s) and the landscaping work executed thereon.
- (7) That the licensee/licensees shall at all times permit any duly authorised officer or servant of the Govt. to inspect the said traffic island(s) including the landscaping work executed therein. He shall keep the said traffic island(s) & the landscaping work thereon maintained in good order 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 and keep the licensor indemnified for any loss or damage caused to the Government by drainage obstruction or any other like cause due to the said landscaping work on the traffic island(s).
- (9) That the permission granted by this licence 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 the limited right that herein expressly granted.
- (10) That in case the said traffic island(s) including the landscaping works and fencing thereon is destroyed, this licence shall determine and the licensee/licensees shall not be entitled to claim any right to landscape any other traffic island in lieu of that so destroyed.
- (11) That during the subsistence of this licence, the said landscaping and beautification works including fencing 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) ¹ 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 no fee shall be charged for the licence.

- (14) 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 three months and the permission may or may not be renewed after expiry of the said period.
- (15) That the licence hereby granted shall not be transferred.
- (16) That the licensee/licensees shall bear the cost of stamp and execution of this Agreement.

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 license 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 decision of the licensor in this regard shall be final.

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 Surface Transport (Roads Wing)

In the presence of

1. Name in full with designation
(signature)

Name in full with designation

2. Name in full with designation
(signature)

(signature) Name in full with
designation (signature)

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

Enclosure to Ministry's Circular No. NH/11044/1/87 NH III/DI dated 12-9-88

FORM FOR RENEWAL OF LICENCE FOR THE USE OF NATIONAL HIGHWAY LAND

AN AGREEMENT made this ----- day of (month) ----- of -----
(year*) ----- between the President of India (hereinafter called the 'Government' which
expression shall unless excluded by or repugnant to the context be deemed to include his successors &
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 assign of the other part (*be
written in words)

WHEREAS an agreement dated ----- (hereinafter referred to as "the principal agreement") has been entered into between the Government and the licensee/licensees to landscape, beautify and maintain traffic island(s) on the land belonging to the government.

AND WHEREAS it has been agreed to by and between panics to those present 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.

Signature by Shri
(Name in Full) the
licensee/the
Constituted attorney
of the licensees

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

In the presence of

I. Name in full
(signature) with
designation

1. Name in full (signature) with designation

2. Name in full
(signature) with
designation

2.. Name in full (signature) with designation

N.B. Wherever alternative 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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