

No.RW/NH-11052/5/95-DO.I**Dated the 26th November, 1996**

To

The Secretaries, PWD of all States/UTs (dealing with National Highways, Director General (Border Roads), Director General (Works), Central Public Works Department,

Subject: Greening of National Highway land for beautification through reputed organisations

I am directed to refer to this Ministry's letter No.I-41(34)/69 dated 6th December, 1969 intimating the State Governments not to allow firms and individuals (private bodies) to develop and maintain gardens on traffic rotaries and/or road margin on National Highways and to say that this Ministry has been receiving requests from reputed companies/institutions/organisations for granting permission to develop and maintain gardens/tree plantation/landscaping on National Highway Land.

2. In view of the constraints of resources for developing and maintaining arboriculture on National Highway land, it has now been decided in supersession of this Ministry's letter dated 6.12.69, mentioned above to permit public sector corporations/reputed private companies/voluntary organisations to develop and maintain gardens/tree plantations/landscaping in vacant National Highway land on either side of the road/central verges/rotaries for beautification and prevention of encroachments. For this purpose a strip of National Highway land can be allotted to reputed organisations under a Memorandum of Understanding. The salient features of the scheme shall be :

- i) The Memorandum of Understanding will generally be valid for 5 years unless terminated earlier; renewal beyond 5 years will be considered taking into account the performance of the Agency, and the needs of National Highway development.
- ii) The entire cost of developing and maintaining gardens/tree plantation/landscaping shall be borne by the concerned agency.
- iii) No Construction of any kind will be permitted on the National Highway land.
- iv) No commercial usage of any kind from the land by way of sale of plants, setting up of Nursery, etc. shall be permitted.
- v) The Agency shall be allowed to publicise the free service on hoarding of approved size, which should not distract the attention of vehicle drivers. Such hoardings should be got approved from the State PWD/NHAI.
- vi) The garden/tree plantation/landscaping will be developed and maintained to the satisfaction of the Engineer-in-Charge and the National Highway land will be vacated if so desired for the development of the road or any other public purpose in a clean condition within one month of the notice from the Engineer-in-Charge. The Engineer-in-Charge for the purpose shall be the Executive Engineer/Divisional Engineer of the State PWD/NHAI under whose jurisdiction the said section of National Highway falls.
- vii) The ownership of the said NH land shall continue to vest with Ministry of Surface Transport at all times.
- viii) On expiry of the Memorandum of Understanding, all fencing material/tree guards, trees, shrubs, tubewell if any provided shall automatically become the property of the Ministry of Surface Transport.

3. In this connection, a copy of the Memorandum of Understanding which the agency has to execute with the Government is enclosed.

4. The State Governments are requested to forward such proposals received by them, in this connection, for the permission of the Ministry, along with their recommendations/comments.

MEMORANDUM OF UNDERSTANDING *

THIS MEMORANDUM OF UNDERSTANDING MADE THIS DAY OF BETWEEN, the President of India acting through Director General (Road Development), Ministry of Surface Transport, New Delhi or his authorised representative (Hereinafter called the MOST which expression shall where the context so admits include its successors in Office and assigns) of the one part AND (Name of Company/Organisation/Voluntary Body) (address) hereinafter called the Agency which expression shall where the context so admits, include his successors and assigns) of the other part. WHEREAS THE MOST IS THE ABSOLUTE owner of land, situated alongside the National Highways, hereinafter called the "said land" and more particularly described in the schedule and whereas the Agency has agreed to undertake development and maintenance of tree plantation/Gardens/Landscaping purely on voluntary basis, on the terms and conditions contained hereinafter :-

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSES AS UNDER :

1. The Agency shall from the (date) undertake the work pertaining to development and maintenance of gardens/tree plantation/landscaping on the said land alongwith protection of estate and land on behalf of Ministry of Surface Transport, Demarcation of existing encroachments shall also be done jointly and the agency shall be responsible to ensure that further encroachments do not occur. The Memorandum of Understanding shall remain in force until terminated by either party after giving one month notice, or for a period of 5 years (five years) from the date of its signing whichever is earlier. In case the Agency fails to take up the work of development and maintenance of gardens/tree plantation/landscaping within a period of 90 days from the above date (i.e. the date of signing of the MOU), the same shall automatically stand terminated without issue of notice.
2. The exact demarcation of the said land/area shall be done by the Public Works Department, Govt. of The Agency shall ensure that shrubs/trees only of acceptable variety are planted. A proposal in this regard will be got approved from Ministry of Surface Transport. The inventory of existing tree plantation shall be jointly taken by the Ministry of Surface Transport or its agent (State PWD/NHAI) and the Agency, and it will continue to be the property of the Ministry of Surface Transport. All sale proceeds, if any, on account of timber, grass and other forest produce on the said land taken for development of garden by the Agency shall be credited to the PWD, Govt. of
3. The Agency shall be responsible for maintenance of the entire existing and the newly planted trees/shrubs on the portion of the land (on both side as well as central verge of the road/rotary) handed over to them for the purpose of intensive plantation.
4. All costs of formation, protection, tree plantation, maintenance and providing tree guards etc. shall be borne by the Agency.
5. The Agency shall not be permitted to construct/erect any building or structure etc. on the land allotted for tree plantation under the Memorandum of Understanding.
6. The Agency shall not be permitted to undertake commercial usage of any kind from the land by way of sale of plants, setting up of nursery etc.
7. The Ministry of Surface Transport shall be entitled to authorise the PWD to utilise earth for repairs to formation and cut branches of trees and also to execute works required for normal functioning of the PWD. The decision of Ministry of Surface Transport in this regard shall be final and binding. No compensation shall be paid by MOST/PWD if any damage is caused to the plantation done by the Agency in the course of execution of such works.
8. The PWD shall be at liberty to carry out their normal work in connection with the maintenance of roads, traffic signals etc. and the employees of the PWD shall not be challenged or obstructed while moving around, in performance of their duties.
9. All the instructions/restrictions of the MOST/PWD relating to road visibility and traffic, plantation of tree, measures for the safety of the roads, underground cables, choice of species shall be followed.

(On a Non Judicial Stamp Paper of Rs.10/-)

10. In case of accidents due to over grown branches of trees and any other emergencies etc., the PWD Government of has the liberty to order cutting of trees/branches for works required in connection with restoration or transportation without giving any notice. The decision of the PWD in this regard shall be final and binding. No compensation shall be payable to the agency in such a case.

11. The ownership of the said land shall continue to vest with the Ministry of Surface Transport. The area/land selected for garden/tree plantation/landscaping will be handed over to the Agency for garden/tree plantation/landscaping without interference to traffic operation or to any PWD operations.

12. The PWD officers are authorised to enter the said land at any time without assigning any reason and without any compensation being payable to the Agency.

13. The Agency shall be allowed to display the boards of the maximum size of 75 cm x 60 cm and at locations as may be approved by Ministry of Surface Transport. The spacing of the display boards shall generally be 60 m apart. No display boards shall be allowed to be executed in the central verge of the road. The display board shall carry the message in Hindi or English like

"KEEP GREEN
(Name of the State)

OR
GROW MORE PLANTS TO KEEP AWAY POLLUTION"

The name/logo of the Agency shall be at the bottom of the display board and shall not occupy more than 50% of the area of the board. The message, location, height etc. of each board shall be got approved from State PWD/NHAI by submitting a drawing and the approved drawing shall form part of Memorandum of Understanding.

14. The Agency shall be permitted to display its name and or logo on the fence or treeguards erected for the protection of plants. There should be no advertisement of product. The size of such display board shall not exceed 1000 sq.cm.

15. The team of officers nominated by Ministry of Surface Transport will inspect the performance of the Agency at regular intervals. Necessary action as per recommendations of the said committee shall immediately be initiated against the agencies who are found to be violating the conditions of the Memorandum of Understanding and whose performance is not found satisfactory.

16. It shall be the responsibility of the Agency to arrange for the water required for the purpose at their cost. Ministry of Surface Transport shall however, allow drawing water from a tube well at the cost of agency. MOST/PWD may help the Agency in getting electric connection, but payment will have to be made by the Agency.

17. On expiry of this Memorandum of Understanding, all fencing material/treeguards, tubewells, provided by the Agency and the tree/shrubs planted by them shall become the property of the Ministry of Surface Transport.

18. All disputes and differences arising out of, or in any way touching or concerning this Memorandum of Understanding shall be decided by the Director General (Road Development) or his nominee and his decision shall be final and binding on the agency.

IN WITNESS WHERE OF THE parties to these presents have set and subscribed their hands and seals on the day, month and the year above written.

SCHEDULE

Particulars of land

FOR AND ON BEHALF OF THE
DIRECTOR GENERAL (ROAD DEVELOPMENT)

Witnesses :

1.

2.

Witnesses :

1.

2.

FOR AND ON BEHALF OF THE AGENCY