



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय)

National Highways Authority of India

(Ministry of Road Transport and Highways)

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No. 11041/217/2007-Admin

Dated: 22.05.2014

Policy Matters: Administration/Finance (139/2014)

(Decision taken in 179th E.C Meeting held on 30.01.2014 vide Agenda Item No.III)

Sub: Acquisition of missing plots from bulk acquisition through Consent.

Whenever land is required for the purpose of National Highways, provisions of the National Highways Act, 1956 are invoked. At times, it has been observed that some of the plots are missed from this bulk land acquisition. It is mainly 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 by-passes 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 DPR stage.

2. Proposals have been received from some of the PIUs to acquire these missing plots through private negotiations. It is mainly to avoid delays in handing over the sites to the contractors; it is contemplated that if such lands are acquired through NH Act, it will cause further delay in handing over the sites to the contractors. Moreover, this may also result into contractual claims by the contractors. As generally the case, the land acquisition through the NH Act 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) 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. However, this process may be adopted as an exception, preferably upto 10% of total quantum of land acquisition in a construction package, and adopted only in the following cases:

- (a) Missing plots which are left out from the bulk acquisition.
- (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.

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 PD/Technical Manager. Prior to their formal consent, the concerned Project Director 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 (LA) 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 NHAI subsequent to the date of agreement for sale, the enhanced rate awarded by the arbitrator for same nature & 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 for which 3A has been notified on or prior to the date of agreement for sale by the land owner with NHAI. The gross enhanced compensation rate {including enhanced rate awarded under section 3 G(2)& 3G(7) b, c & d} awarded by the arbitrator during bulk acquisition under NH Act 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 NHAI, to a land owner who has agreed to give land to NHAI 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, 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 for which 3A has been notified on or prior to the date of agreement for sale by the land owner with NHAI. 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 3A notification 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 NHAI.

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 NHAI, for adjoining area of same nature and type of land which was acquired under NH Act for the same project.

- (v) The rate used by the Competent Authority (LA) or the circle rate/guideline value shall be the maximum upto which the PIU 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, 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 R&R framework has been agreed to, land shall be negotiated at the replacement value worked out through the procedure agreed in the R&R framework for the project. The PD 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 titleholder shall then be recorded on a stamp paper and duly notarized. The format of consent is enclosed at Annexure-I. The concerned PD/Manager shall then finalize the sale deed in the prescribed format enclosed at Annexure-II and shall get the transaction registered with the concerned registrar office.
- (vii) The account payee cheque towards the compensation/replacement value of land shall be given to the titleholder at the time of registry. All taxes, registration charges and other expenses like value of the stamp papers, etc. shall be borne by NHA1.
- (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 PWDs. In such cases the valuation shall be done by the PIU with the help of a Government approved valuer. 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 PD shall ensure that the land acquired through negotiation is mutated in the name of Government of India. The technical division shall keep a separate record of all such land.
- (x) The PD shall send a copy of the consents verified and countersigned by him in original to the concerned technical division at Headquarters.

5. Circular No: Policy Matters-Administration/Finance 124/2013 dated 30.09.2013 is hereby superseded.

6. This issues with the approval of Competent Authority.

22/05

(V.K.Sharma)

Chief General Manager (LA & Coord.)

To:

All officers and employees of HQ/ROs/PIUs/CMUs/Site Offices

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

I
SIGNATURE

CONSENT FROM LANDOWNER
FOR LAND ACQUISITION THROUGH
PRIVATE NEGOTIATION

शपथ पत्र

समझ राष्ट्रपति, भारत सरकार द्वारा परियोजना निर्देशक, भारतीय राष्ट्रीय राजमार्ग प्राधिकरण, परियोजना कार्यान्वयन इकाई, इलाहाबाद बाईपास, इलाहाबाद

शपथ पत्र संख्या _____ सन् _____
शपथ - पत्र निम्नलिखित _____ पुत्र श्री _____ बान _____
परमबा _____ तहसील _____ जनपद _____ निम्नलिखित
है।

हम शपथकर्तागण धर्मपूर्वक निम्नलिखित बयान करते हैं।

1. यह कि हम शपथकर्तागण शपथ - पत्र उपरोक्त में प्रार्थी और शपथ - पत्र में दिए गए कारणों से भली भाँति जानकारी रखते हैं।
2. यह कि भू-खण्ड संख्या _____ कुल रकबा _____ हे० स्थित बान _____ परमबा _____ तहसील _____, जनपद _____ में से क्षेत्रफल _____ हे० भूमि, राष्ट्रपति भारत सरकार द्वारा परियोजना निर्देशक, भारतीय राष्ट्रीय राजमार्ग प्राधिकरण, परियोजना कार्यान्वयन इकाई, इलाहाबाद बाईपास, इलाहाबाद को रु० _____ (_____ मात्र) प्रति हे० की दर से विक्रय करने पर सहमत हैं।

हम शपथकर्तागण उपरोक्त बहलाफ तसदीक करते हैं कि मन्गूल शपथ - पत्र की धारा 1 लगायत 2 हम लोगों की व्यक्तिगत जानकारी में सत्य एवं सही है इसमें कोई तथ्य छिपाया नहीं गया है।

दिनांक : _____

शपथकर्ता

18

ANNEXURE -

II

FORMAT FOR REGISTRATION OF LAND
THROUGH PRIVATE NEGOTIATION

STAMP DUTY EXEMPTED

विक्रय पत्र

मैं/हम कि पुत्र/पत्नी
निवासी ग्राम पो तहसील
जिला अपनी भूमि गाटा सं०
स्थित मीजा से रकबा हे० चेक
सं० द्वारा रु० मुआवजा लेकर, ब्रह्म
राष्ट्रपति भारत सरकार वास्ते पोत परिवहन, सड़क परिवहन और राजमार्ग मंत्रालय
परियोजना निदेशक, भारतीय राष्ट्रीय राजमार्ग प्राधिकरण, परियोजना कार्यान्वयन
इकाई, इलाहाबाद-बार्डमस, इलाहाबाद को बेच दिये तथा विक्रीत भूमि पर क्रेता को
अधिकार दे दिया।

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

दिनांक :