



# भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(पोत परिवहन, सड़क परिवहन और राजमार्ग मंत्रालय)

## National Highways Authority of India

(Ministry of Shipping, Road Transport and Highways)

G-5 & 6, Sector-10, Dwarka, New Delhi-110075

Phone : 91-11-25074100/25074200

Fax : 91-11-25093507/25093514

Extn. : 2223/2318/2468/2553

No. 11041/21/2005-Admn.

January 30, 2006

### **POLICY CIRCULAR: ADMINISTRATION/FINANCE (113 /2006)**

[Decision taken on Environment Division's File no. : 11012/18/R&R/(Misc.)]

#### **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 deviations 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 alterations 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 land 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 5% of total quantum of land acquisition in a construction package, and adopted only in the following cases:

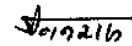
- (a) Missing plots which are left out from the bulk acquisition.
- (b) Additional land required due to alteration of alignment at implementation stage.

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 technical division 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 the revenue authorities for such areas.
- (iv) 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. 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.

- (v) 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.
- (vi) 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 NHAI.
- (vii) 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.
- (viii) 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.
- (ix) The PD shall send a copy of the consents verified and countersigned by him in original to the concerned technical division at Headquarters.

5. This issues with the approval of the Chairman.



(Jiwan Dass)  
Dy. General Manager (Admn.)

To

- 1 PS to Chairman
- 2 PS/PA to all Members/CGMs/CVO
- 3 All GMs/DGMs
- 4 All PIUs/CMUs/SPVs
- 5 Hindi Officer/Librarian

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

AMNOURE-1

CONSENT FROM LANDOWNER  
FOR LAND ACQUISITION THROUGH  
PRIVATE NEGOTIATION

### शपथ पत्र

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

शपथ पत्र संख्या \_\_\_\_\_

सन् \_\_\_\_\_

शपथ - पत्र मिनजानिब ..... पुत्र श्री ..... ग्राम .....  
परमना ..... 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 करणों से भली भांति जानकारी रखते हैं।
2. यह कि भू-खण्ड संख्या ..... कुल रकबा ..... हे० स्थित ग्राम .....  
परमना ..... तहसील ..... , जनपद .....  
में से क्षेत्रफल ..... हे० भूमि , राष्ट्रपति भारत सरकार द्वारा परियोजना निदेशक, 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 बहलफ तसदीक करते हैं कि मजमूज 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

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 मौजा ..... से रकबा हे० ..... चेक  
 सं० ..... द्वारा रु० ..... मुआवजा लेकर, बहक

राष्ट्रपति भारत सरकार वास्ते पोत परिवहन, सड़क परिवहन और राजमार्ग मंत्रालय  
 परियोजना निदेशक, भारतीय राष्ट्रीय राजमार्ग प्राधिकरण, परियोजना कार्यान्वयन  
 इकाई, इलाहाबाद बाईपास, 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 : .....