

Government of India  
Ministry of Road Transport & Highways  
Transport Bhawan, New Delhi - 110001

Dated 30<sup>th</sup> July 2025

**Subject: Inviting public comments on Draft Policy for development, operations and management of Wayside Amenities on Private Land along National Highway/ National Expressway- reg.**

Ministry of Road Transport & Highways (MoRTH) is in the process of floating a policy for the development, operation and management of wayside amenities on private land along the National Highways/National expressways. The Draft Policy outlining the proposed criteria is enclosed herewith for reference.

2. Comments/suggestions on the draft policy are invited from public/stakeholders within 21 days from the date of this communication i.e upto 21.8.2025 to the email id: directorlogistic-rth@gov.in

*Hema*  
30/7/25

(Hema Rawat)

Under Secretary to the Govt. of India  
Tel.No. 23710454

To

NIC for uploading on the MoRTH website.

**Copy for kind information to:-**

- i. PSO to Secretary(RT&H), MoRTH
- ii. Sr. PPS to AS(Highways), MoRTH
- iii. Chairman, NHAI
- iv. CEO, NHLML

## **Draft policy for development, operations and management of Wayside Amenities on Private Land along NH/NE**

### **1. Background**

The National Highways (NHs) including National Expressways (NEs) network covers 1,46,195 kilometers as of March 2025 providing the infrastructure for transportation of goods and people. Ministry of Road Transport & Highways (MoRT&H), Government of India plans to develop Wayside Amenities (WSAs) to provide for rest and refresh facilities for travellers along the NH and NE. The facilities will include fuel stations, food courts, hygienic toilets, medical rooms, parking and outlets to promote local art & crafts. National Highways Logistics Management Ltd. (NHLML) is leading the effort for the establishment and operation of WSAs on a standard template for the benefit of highway travellers.

### **2. Objective**

While NHLML is in the process of establishment of around 900 WSAs on land under the ownership of Government of India along the NHs and NEs, the provision of WSAs along every stretch of 30-40 kms along either direction of NHs and NEs would require around 5000 WSAs to be established along all NHs having a minimum configuration of atleast two lanes with paved shoulders and all NEs. Therefore, private sector participation in the establishment of WSAs on the standard template including in the provision of land for the purpose and for the operations and management of the WSA as a franchisee of NHLML would need to be encouraged.

### **3. Policy Guidelines**

NHLML shall, as nodal agency issuing franchise, invite offers from private landowner(s) through issue of Expression of Interest (EoI) for development of WSAs subject to the following requirements:-

#### **3.1 Land for Wayside Amenity**

- 3.1.1 Land parcels must be abutting National Highways (NHs) with minimum configuration of atleast two lanes with paved shoulders and all NEs proximate to the specified location within a distance of  $\pm 1$  km of the specified location measured along the length of the NH. In case of a NE, the specified location shall be within a specified area of the entry/exit location before the toll plaza.
- 3.1.2 The offered land should have a frontage of 100 meters along the NH or NE at the location. Frontage, though smaller areas may be acceptable in hilly terrain.
- 3.1.3 In hilly areas, the offered land parcel should be at least of 50 m long frontage along the NH.

3.1.4 NHLML shall develop standard layout, design as per the following 3 categories:

- a) 0-2 acre
- b) 2-5 acre
- c) More than 5 acre

3.1.5 The offered land must be vacant and the person(s) or entity offering the land shall have clear and unencumbered ownership, right, title and possession over the offered land. The offered land shall not be under any litigation or dispute or have any unpaid dues or fall in any designated non-construction zone in the published Master Plan or Development Plan of the area. The title and ownership of the offering person(s) or entity shall be clearly and unambiguously recorded as such in the land records.

3.1.6 The specified or offered location shall not be along any designated Ring Road or Bypass to a city or town or within a distance of 5 kilometres from any city or town.

3.1.7 The land use or conversion permission or approval, as the case may be, of the State Government or any other competent statutory authority of Government under law shall be obtained by the offering person(s) or entity and all charges for the purpose, including conversion charges or other charges, shall be payable by the offering person(s) or entity.

3.1.8 The offering person(s) or entity shall be willing to provide the offered land against the consideration of lease for a period of 30 years at an annual fixed consideration of Rs.100 to NHLML for the purpose of development and establishment of a WSA. On acceptance of the offered land, NHLML shall enter into a registered lease deed in the designated format with the offering person(s) or entity. The annual lease amount shall remain fixed for the entire duration of lease.

### **3.2 Land Development for Wayside Amenity**

3.2.1 The offering person(s) or entity shall establish and register a company under the provisions of the Companies Act, 2013, specifically for the purposes of development, operations and management of the WSA over the accepted and leased land. The Memorandum of Association (MoA) and Articles of Association (AoA) shall conform to a standard format specified by NHLML. After registration of the Company, the attested copy of the MoA and AoA shall be submitted to NHLML for purposes of record.

3.2.2 Thereafter, NHLML shall enter into a franchise concession agreement with the Company established granting the franchise for development, operations and

management of the WSA as per the layout, design and specifications and conditions laid down by NHLML.

- 3.2.3 At least 60% of the accepted land area shall remain open for parking for all kinds of vehicles, road for vehicle movement and landscaping and the maximum covered area shall be 35% including the area under the fuel station or as per local bylaws, whichever is lower. No commercial activity including levy of parking fees shall be permissible in the parking area.
- 3.2.4 The WSA shall, subject to the conditions contained in this policy, shall abide by the FSI/FAR.
- 3.2.5 The franchisee Company shall prepare detailed design in conformity with the layout, design and specification provided by NHLML and submits to NHLML for approval. The franchisee Company shall also obtain building permissions and approvals from the competent authority.
- 3.2.6 The franchisee Company shall have no right to amend, modify or alter the design, layout, specifications and overall plan of the WSA except with the express prior consent of NHLML and shall adhere to the terms & conditions of the franchise at all times during the lease period. Any attempt to amend, modify or alter the design, layout, specifications or overall plan or contravene the terms & condition of the franchise concession agreement may cause NHLML to take over possession along with its operations and management for the balance period of the lease possession or terminate the franchise concession agreement and withdraw the access permission.
- 3.2.7 Access permission for the WSA to the NH or NE through the right of way shall be provided by the competent authority of the Ministry of Road Transport & Highways (MoRT&H) through NHLML. The access permission shall be provided on the condition that the franchisee Company constructs at his own cost the acceleration and deceleration lanes of 70 m and 100 m respectively to the WSA. The access permission will also be subject to renewal free of charge in accordance with access permission guidelines of MoRTH.
- 3.2.8 The WSA shall be operational round-the-clock and shall be in conformity with good industry standards and in conformity with the conditions of NHLML generally or specifically issued from time to time on the operations and management of the WSA.
- 3.2.9 The list of the mandatory and permissible facilities for WSA is annexed. The mandatory facilities include – Food court / restaurants, convenience store, washroom and toilet facilities (separate for ladies, gents & Divyang), Baby care room, Drinking water, parking space for cars/buses/trucks, first-aid medical

facility, outlets to promote local artisans, Self Help Groups & crafts, affordable dhaba for truckers, resting space and dormitory for drivers and truckers, washing facilities for cars/buses/trucks, etc. The permissible facilities include – Fuel Station, EV Charging Station, ATM, self-laundry & cooking facility for truckers, Open gym, vehicle spares and repair shops, tourist information desk, telecom towers, etc. The franchisee company may establish a convenience store over not more than 2% of the total WSA area.

3.2.10 NHLML shall facilitate the franchisee Company in obtaining approval for establishment of a fuel station at the WSA.

3.2.11 The franchisee Company shall provide on rotational basis annually at least two dedicated kiosks/stalls for promoting local artisans or Self Help Groups under the One District One Product (ODOP) policy of Government at a specified monthly lease rental as per the policy of NHLML.

3.2.12 All the food and beverage items sold at the franchised WSA shall have to adhere to the standards of quality and food safety as prescribed by the existing guidelines of Food Safety and Standards Authority of India (FSSAI) and other legal authorities. Sale and consumption of alcohol in any part of the WSA shall be completely prohibited.

3.2.13 The Franchisee Company shall, with the prior permission of NHLML, have the liberty to set up additional permissible facilities provided additional land over and above the minimum area as specified is available for the purpose. NHLML shall establish an online process from NHLML and shall permit or deny permission within 30 days of application failing which permission will be deemed to have been granted.

3.2.14 The franchisee shall provide and maintain prescribed fire-fighting and fire protection systems as mandated by the laws of the land.

3.2.15 The franchisee Company shall facilitate all applicable permissions, clearances and licensed under the law.

3.2.16 The WSA shall be included in the Rajmargyatra App of National Highways Authority of India (NHAI) for location, branding, rating and promotion.

3.2.17 NHLML shall have the liberty to inspect and conduct checks to ensure compliance with the terms and conditions for grant of franchise Concession and also compliance with applicable legal provisions, licenses, permissions and prohibitions.

### **3.3 Franchise Concession Fee and financing the development, operations and management of the Wayside Amenity**

- 3.3.1 The franchisee Company shall be responsible for financing the development, operations and management of the WSA. The financing agreement, if any, from any financial institution for the purposes shall be submitted to NHLML for information. The cost of stamp paper, registration and all applicable permissions, clearances and licenses and their renewals, except the access permission fee and access permission renewal fee, shall be borne by the franchisee Company.
- 3.3.2 The franchise Concession shall be granted to the franchisee Company for development, operations and management of the WSAs with the standard branding guidelines of NHLML on payment of monthly franchise Concession fee.
- 3.3.3 A nominal monthly franchise Concession fee of Rs 100 shall be payable by the franchisee Company to NHLML for the first three years after commissioning of the WSA. Further from 4<sup>th</sup> year onwards, the franchisee Company shall pay a monthly franchise concession fee of Rs Twenty Five Thousand only, indexed annually as provided in sub-clause (4) of this clause to NHLML. If the franchisee Company operates and manages the truckers' facility along with the WSA in accordance with affordability and quality performance indicators specified by NHLML from time to time a discount of 25% shall be provided on the monthly franchise concession fee.
- 3.3.4 The monthly franchise Concession fee shall be adjusted on 1<sup>st</sup> April of every financial year annually based on inflation linked indices with 70% weightage to the Wholesale Price Index (WPI) and 30% to the Consumer Price Index (CPI).

### **4. Alternate Model for development of the Wayside Amenity**

In case the offering person(s) or entity is/are not willing to develop, operate and manage the WSA, the land can be offered to NHLML on lease for a period of 30 years. NHLML shall then proceed to issue a Request for Proposal (RFP) inviting offers from desirous entities for development operation and management in accordance with its standard procedure. In such a case, offering person(s) or entity, as the case be will receive annual lease rental after deducting the agency charge by NHLML, discovered through the bidding process by the successful bidder.

## **5. Termination and end of lease**

- 5.1 The franchise concession may be terminated if the franchisee Company attempts to amend, modify or alter the design, layout, specifications or overall plans or contravene the terms & conditions of the franchise Concession or fails to operate and maintain the WSA of the acceptable quality performance indicators and other the terms and conditions of the franchise Concession for a period of three consecutive months or defaults in making payment of monthly franchise Concession fee for two consecutive months. Before termination of the franchise Concession, the franchisee Company shall be afforded an opportunity of being heard. In case of termination, a communication shall be issued to all the concerned authorities, including the oil company sponsoring the fuel station besides MoRT&H for withdrawal of the access permission and to the general public as well as removal of NHLML branding, signages and promotion on Rajmargyatra App.
- 5.2 The franchisee Company may request for termination of the franchise Concession by giving a written notice to NHLML at least nine months in advance. In such a case, NHLML shall proceed to issue a Request for Proposal (RFP) inviting offers from desirous entities for development operation and management in accordance with its standard procedure.
- 5.3 Upon end of the lease period of 30 years, the lease may be extended for a further period of 30 years with mutual consent. In case of non-extension of lease, the WSA along with assets, if any, shall be handed over to the offering person(s) or entity. However, the landowner(s) will have to apply to MoRT&H as per its standard procedure for access permission under the provisions of the NHs (Control of Land) Act, 2002, for permission to continue to have the benefit of access to the NH or NE.

## Annexure I: Mandatory and Permissible Facilities across WSA land Parcels

S. No.	Facility	Targeting		
		Car Passengers	Trucks/Goods Vehicle	Composite: Car & Truck/Goods Vehicles
<b>A.</b>	<b>Mandatory Facility</b>			
1.	Food court / Restaurant	Y	X	Y
2.	Convenience store	Y	Y	Y
3.	Toilet Facility (separate for ladies, gents & Divyang with appropriate ramp and railing) and Baby Care Room	Y	Y	Y
4.	Drinking water	Y	Y	Y
5.	Car / Bus / Truck Parking (Provision of wheelchair & other facilities for Divyang)	Y	Y	Y
6.	First Aid Medical Facility	Y	Y	Y
7.	Dedicated area for promoting local artisans and Self Help Groups in form of Kiosk/stall in covered zone	Y	Y	Y
8.	Affordable Dhabha and resting area and dormitory (minimum of 7 bed) for Truckers	X	Y	Y
9.	Car / Bus / Trucks washing facility	Y	Y	Y
10.	Children's play area	Y	X	Y
11.	Landscaping	Y	Y	Y
<b>B.</b>	<b>Permissible Facility</b>			
1.	Fuel Stations (Petrol/ Diesel pump, CNG fuel station any other type of fuel station) with air filling stations, puncture repair and pollution check	Y	Y	Y
2.	Electric Vehicle Charging Station	Y	Y	Y
3.	Tourist Information Kiosk	Y	X	Y
4.	Motel / rooms for short stay	Y	X	Y
5.	Dormitory for drivers	Y	Y	Y
6.	Open gym & open rest areas with benches and tables	Y	Y	Y
7.	Vehicle repair shop	Y	Y	Y
8.	Spare parts shop	Y	Y	Y
9.	Medical clinic with ambulance	Y	Y	Y
10.	ATM	Y	Y	Y
11.	Convention Centre	Y	X	Y
12.	Telecom Tower	Y	Y	Y

S. No.	Facility	Targeting		
		Car Passengers	Trucks/Goods Vehicle	Composite: Car & Truck/Goods Vehicles
13.	Self-laundry (houda) & cooking facility for truckers	X	Y	Y
14.	Trolley coupling / decoupling facility	X	Y	Y
15.	Safety Awareness Corner	Y	Y	Y