

No.NH-11011/30(2)/2016-LA
Government of India
Ministry of Road Transport & Highways

Transport Bhawan,
Parliament Street,
New Delhi dated 03rd August, 2016

To,

1. The Chairman,
National Highways Authority of India
G-5&6, Sector- 10, Dwarka, New Delhi-75
2. Principal Secretary/Secretary,
Public Works Department/Revenue,
State Government of Telangana

Subject: Bulk acquisition/purchase of land through consent of land owners - reg.

Sir,

I am directed to refer to this Ministry's letter of No.NH-11011/30/2016-LA dated 27.05.2016 and Government of Telangana's letter no.15362/LA/2016 dated 15.07.2016 on the subject cited above.

2. The competent authority in this Ministry has decided that while land for NH projects can continue to be acquired under the relevant provisions/sections of the National Highways Act, 1956, in consonance with the applicable provisions of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement (RFCTLARR) Act, 2013, wherever feasible, land for NH projects can also be procured in the State of Telangana in accordance with the Government of Telangana's Policy vide G O.MS.No. 123 dated 30.07.2015 (copy enclosed).

3. This may be brought into the notice of all concerned authorities dealing with the acquisition of land in the state of Telangana and it may be ensured that all determination of compensation for acquisition of land/bulk purchase of the land on consent basis is in consonance with the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement (RFCTLARR) Act, 2013 and respective State Government's land laws/policies.

Yours faithfully,



(Rajesh Gupta)

Deputy Secretary to the Government of India
Tel No. 011-23718527

Encl. As Above

Copy for similar action to:-

1. Director General (Roads Development) & Special Secretary, M/o RT&H
2. ADG-I/ Coordinator -I/ Coordinator- II/ Coordinator- III
3. CE (P-7)/ CE (NHDP- IVA)/ CE (Mon)/ CE (Planning)
4. RO (Hyderabad), M/o RT&H

Copy for information to:

1. PS to Minister (RT&H)/ PS to MoS (RT&H)
2. Sr PPS to Secretary (RT&H)/ PPS to AS&FA
3. PPS to JS (LA)/ JS (H)/ JS (T)/ JS (Coord)

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SE (NHDP)

16-8-2016

SE (NHDP)

GOVERNMENT OF TELANGANA
ABSTRACT

Procurement of land and other structures thereon from Willing Land Owners
by the Procuring Agencies for public purposes - Orders – Issued

REVENUE (JA&LA) DEPARTMENT

G.O.MS.No. 123

Dated 30.07.2015.

ORDER:

In order to expeditiously procure land for public projects, Government deem it fit to come out with a framework that allows the land owners to participate in the development process by willingly sell their land and properties thereon, for a consideration on the basis of an agreement between land owners and the user department/undertaking/society/authority, here-in-after called as Procuring Agency, as approved by the District Level Land Procurement Committee (DLLPC)

2. To procure land from Willing Land Owners and others, the following procedure is prescribed.-

- i) The Procuring Agency will inform the District Collector about the land required for public developmental purpose along with necessary details
- ii) On receipt of such information, the District Collector will ascertain the willingness of the land owners for sale of land and property thereon.
- iii) Subject to getting willingness from the land owners/authorised representatives for voluntarily selling their land and property, the District Collector shall inform about the number of such sellers, extent of land out of total indent, and likely consideration to the Procuring Agency.
- iv) On receiving confirmation from the Procuring Agency, the District Collector shall place the matter before the District Level Land Procurement Committee, as constituted below:
 - (a) The District Collector of the concerned District - Chairperson
 - (b) The Joint Collector of the District - Member
 - (c) Land Procurement Officer i.e , SDCs/RDO - Convener
 - (d) S.E /E.E of Roads & Buildings - Member
 - (e) Representative of the Procuring Agency - Member
 - (f) District Registrar - Member
- v) The Land Procurement Officer shall place all connected records of enquiry, valuation statements, encumbrances of preceding (12) years and other relevant records duly verified by him before the District Level Land Procurement Committee.
- vi) The District Level Land Procurement Committee may take up local inspections, where deemed necessary

(PTO)

- vii) Conduct of the business by the District Level Land Procurement Committee will be as follows -
- a) The Chairman shall preside over all meetings of the Committee
 - b) The Committee shall hold negotiations with the persons interested or authorized by them.
 - c) The Chairperson shall fix the date, time and place of the meetings
 - d) The Committee may hear any oral/written representations made in respect of any claim/objection by the interested persons or their authorized representatives.
 - e) The proceedings or deliberations of the Committee shall be recorded/minuted.
 - f) Agreement in Form-I shall be attested by all the members.
 - g) After attesting Form-I, the Convener shall obtain affidavits from concerned interested persons on the same day in Form- II.
 - h) Once the agreement is reached, the Collector after executing agreements in Form-I and II shall publish the details of land owners including others and their respective share in two news papers inviting claims and objections within (15) days of publication of such notification
 - i) After receipt of objections/claims, if any, the District Level Land Procurement Committee shall examine and approve the consideration as detailed at para-2 (viii) below, for sale of land by individual land owners.
 - j) The District Collector shall requisition necessary funds from the Procuring Agency.
- viii) The consideration as agreed by the individual land owner/owners and Procuring Agency before the District Level Land Procurement Committee shall inter-alia, include the value of land and property, perceived loss of livelihood, equivalent costs required for rehabilitation and resettlement of willing land owners and others.
- ix) Land owner will give an affidavit that she/he will not have any right to further enhancement of consideration finalised by the Committee to any other forum
- x) While determining the consideration, the District Level Land Procurement Committee shall take into account all taxes as admissible under various Central/State/Local Laws.
- xi) On signing of agreement, the District Collector shall ensure registration of Conveyance Deed / Sale Deed in favour of Procuring Agency duly making on-line payment of consideration
- xii) The Government may from time to time issue such guidelines or executive instructions as may be deemed necessary.

(Contd...on..3)

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3 The Chief Commissioner of Land Administration, Telangana State, Hyderabad/ District Collectors shall take necessary action in the matter accordingly

(BY ORDER AND IN THE NAME OF THE GOVERNOR OF TELANGANA)

**B.R. MEENA
PRINCIPAL SECRETARY TO GOVERNMENT**

To

The Chief Commissioner of Land Administration, Telangana, Hyderabad.

All the District Collectors.

The Commissioner, Rehabilitation & Resettlement and LA, I&CAD Dept., Hyd.

Copy to

All Departments in the Secretariat.

All HODs in the State of Telangana

P S to all Ministers.

P.S to Chief Secretary.

The Accountant General, Telangana

The DTO, TS/ PAO, Hyderabad.

SF/SC

// FORWARDED :: BY ORDER //

SECTION OFFICER

FORM-I

Agreement to be executed for selling land /property voluntarily for public purpose through negotiation by the land owner to the Procuring Agency.

An agreement made this _____ day of _____ 20_____ between _____ hereinafter called the "Owner" (Which expression shall unless repugnant to the context or meaning thereof include his heirs, executors and administrators) and _____ hereinafter called the "Interested Party" (Which expression shall unless repugnant to the context or meaning thereof include their successors and assignees (to be scored out if there is no interested party on the one part) and the Procuring Agency based on the agreement approved by the DLLPC.

AND WHEREAS the right, title and interest of the owner/owners and the interested party/parties in the following land/lands are as specified below.

A. Persons being the absolute owner/owners of the Property or having an interest therein capable of leading ownership ultimately hereinafter mentioned and hereby conveyed in the following shares, that is to say:

- (1) _____ S/o _____ Share _____
(2) _____ S/o _____ Share _____
(3) _____ S/o _____ Share _____

B Where the land/lands are held by the interested party/parties under the owners named herein above with respective terms and nature of interest:

- (1) _____ S/o _____ Definite
Term and nature of interest _____
(2) _____ S/o _____ Definite
Term and nature of interest _____
(3) _____ S/o _____ Definite
Term and nature of interest _____

AND WHEREAS the owner and the interested party and the Procuring Agency have agreed for payment of consideration towards the value of land and property, perceived loss of livelihood, equivalent costs required for rehabilitation and resettlement of willing land owners etc. at Rs. _____ for an extent covering-----Acres including any building/structures/trees/aperturment, perceived loss of livelihood, equivalent costs required for rehabilitation and resettlement in _____ (vlg) _____ (Mandal) _____ (District).

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AND WHEREAS the owner/ interested parties have no intention to raise any dispute with regard to the contents and manner of this Agreement and the owner/interested parties have no intention of making a reference to any court or authority, as far as the sale consideration, contents and manner of this Agreement are concerned.

Signatures of the owners/interested parties

FORM-II

**Affidavit to be executed by the interested person before the DLLPC on
Rs.10/- Non-Judicial Stamp Paper.**

I/We, Sri/Smt /Kum _____ S/o, W/O,
D/O _____ owner/owners/interested parties over the
land in Sy No _____ of Village _____ Mandal
_____ District, hereby agree for the voluntary sale of my/our land
by the Collector for the purpose of _____

I/We solemnly affirm that I/We am/are the absolute owner/owners of the
land mentioned above and the land is not encumbered. The sale consideration
payable for this land may be paid to me/may be paid to

I/We am/are agreeable to the payment of all inclusive sale consideration
including perceived livelihood loss/equivalent costs for Rehabilitation and
Resettlement etc , agreed to in the District Level Land Procurement
Committee.

I/We hereby declare that I/We will not claim for payment of higher
consideration in any court of law or in any other forum and I shall abide by
the sale agreement finalised in the District Level Land Procurement
Committee.

Signature and date of interested person.

Attestation of Collector:

Name and Designation: