

मध्य प्रदेश MADHYA PRADESH

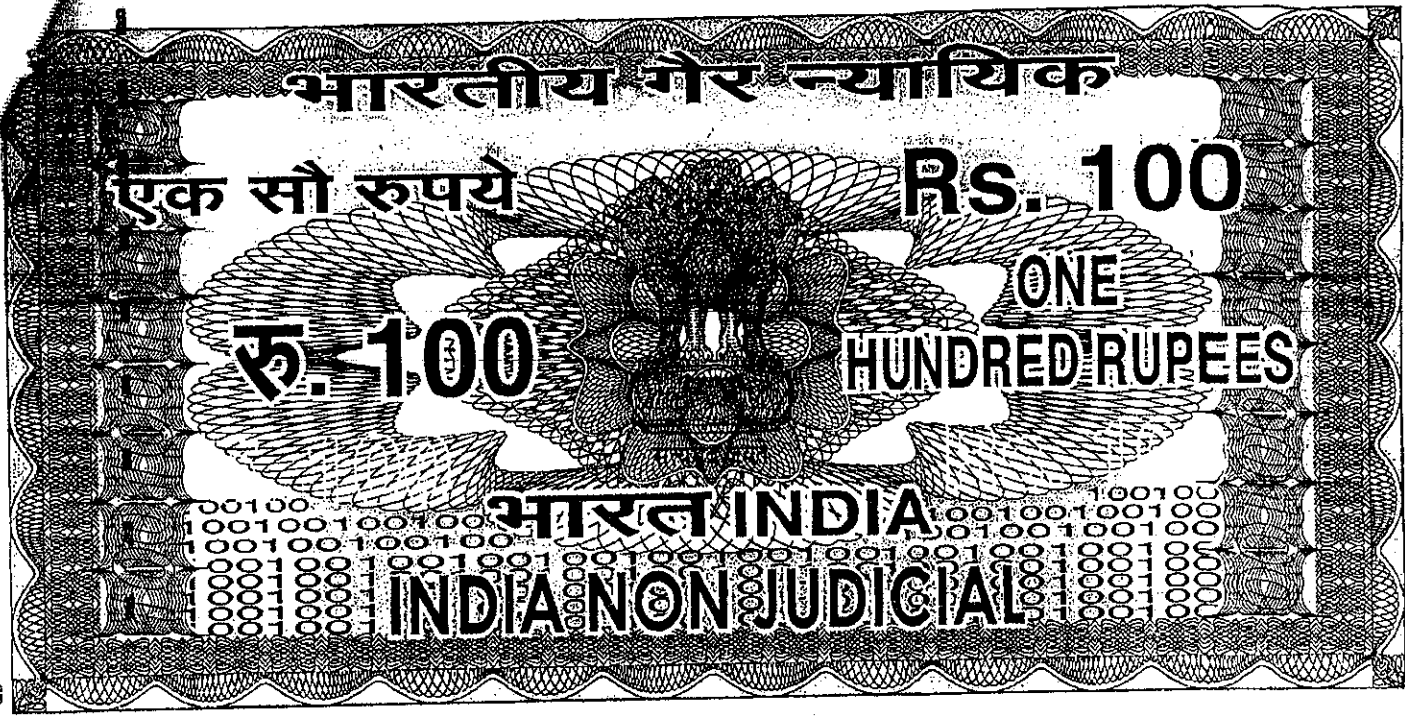
AL 339990

**Agreement between National Highways Authority of India
(NHAI) and MP State Forest Development Corporation
(MPSFDC) for plantation on NHAI lands.**

An agreement made this 09th day of August 2016 between National Highways Authority of India acting through the Regional Officer Bhopal & Chief General Manager, National Highways Authority of India (herein called the NHAI which terms shall indicate his successors) of the one part and Managing Director, Madhya Pradesh Rajya Van Vikash Nigam Ltd, Bhopal or his authorized representation Additional Principal Chief Conservator of Forest & Regional Chief General Manager (Seoni) (herein called the MPRVYN Limited which terms shall indicate his successors) of the other part.

Whereas, the National Highways Authority of India (NHAI) has acquired land along the National highways passing through the state of Madhya Pradesh for future expansion/ widening and construction of bye-passes. The Authority has acquired ROW varying upto 60m width for future expansion of the highways and for the purpose of developing green belt under the aegis of Green Highways Policy – 2015 of Ministry of Road Transport & Highways. The NHAI is the absolute owner of the land situated along the National Highways (herein called the said land).





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Whereas the MPRVVN, Limited has agreed to carryout avenue plantation/ Afforestation for following stretches in the State of Madhya Pradesh on the terms and conditions specified here under:

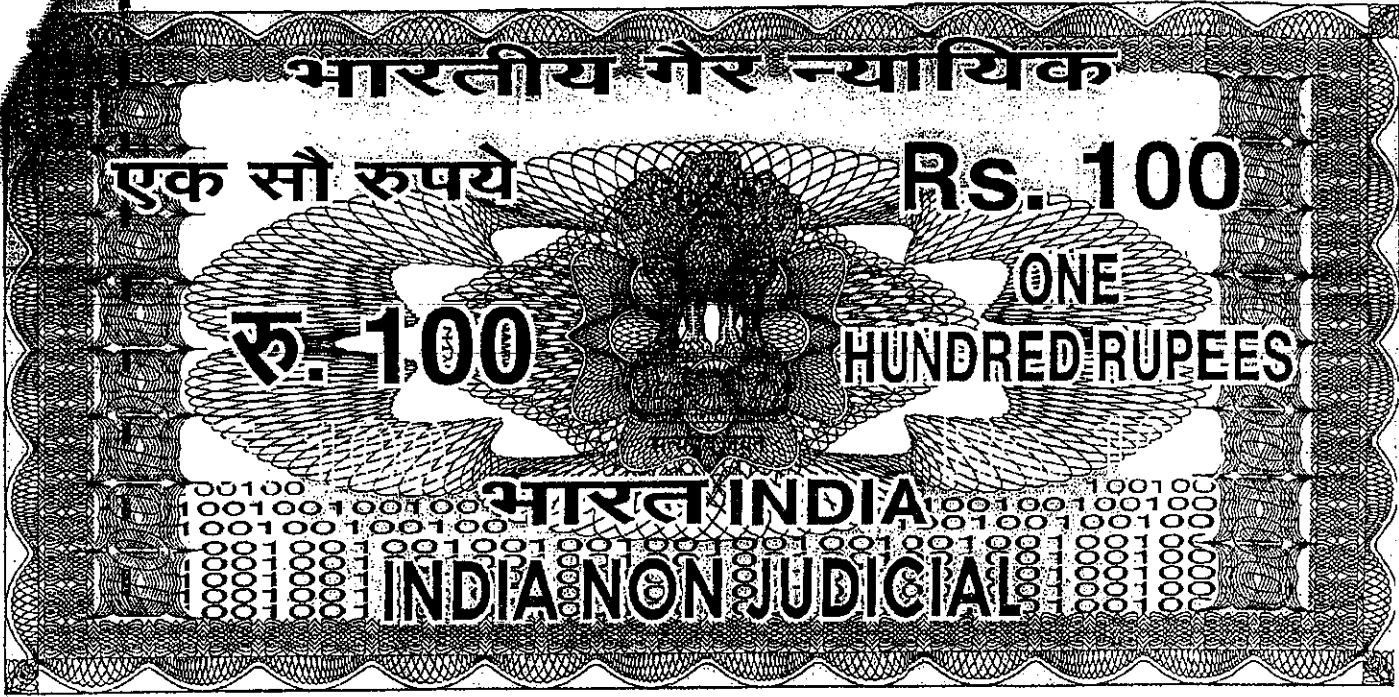
Sl. No.	Project Details	Length Available (Km)	Estimated Total Project Cost (in Crore)
1	Avenue plantation along NH 347 Multai-Imlikheda (Chhindwara) section km 0.200 to km 24.700.	20	2.4
2	Avenue plantation along NH 347 Chhindwara-Seoni section km 89.701 to km 126.301.	15	1.8
3	Avenue plantation along NH 547 Chhindwara-Narsinghpur section km 96.995 to km 133.660	20	2.4

Now this agreement witnesses and the parties here to agree as follows:-

1. The MPRVVN, Limited shall from the 9th day of August 2016 carry out plantation in the said lands for the purposes of the afforestation thereof.
2. The demarcation and fixing of boundary pillar of the said land will be done by the NHAI. The NHAI will provide the all relevant records like land plan, details of Killa number and Khasra number of the land and kilometer -wise/ chainage-wise availability of land for afforestation. In case of encroachment on the site , the same will be get vacated by the NHAI.

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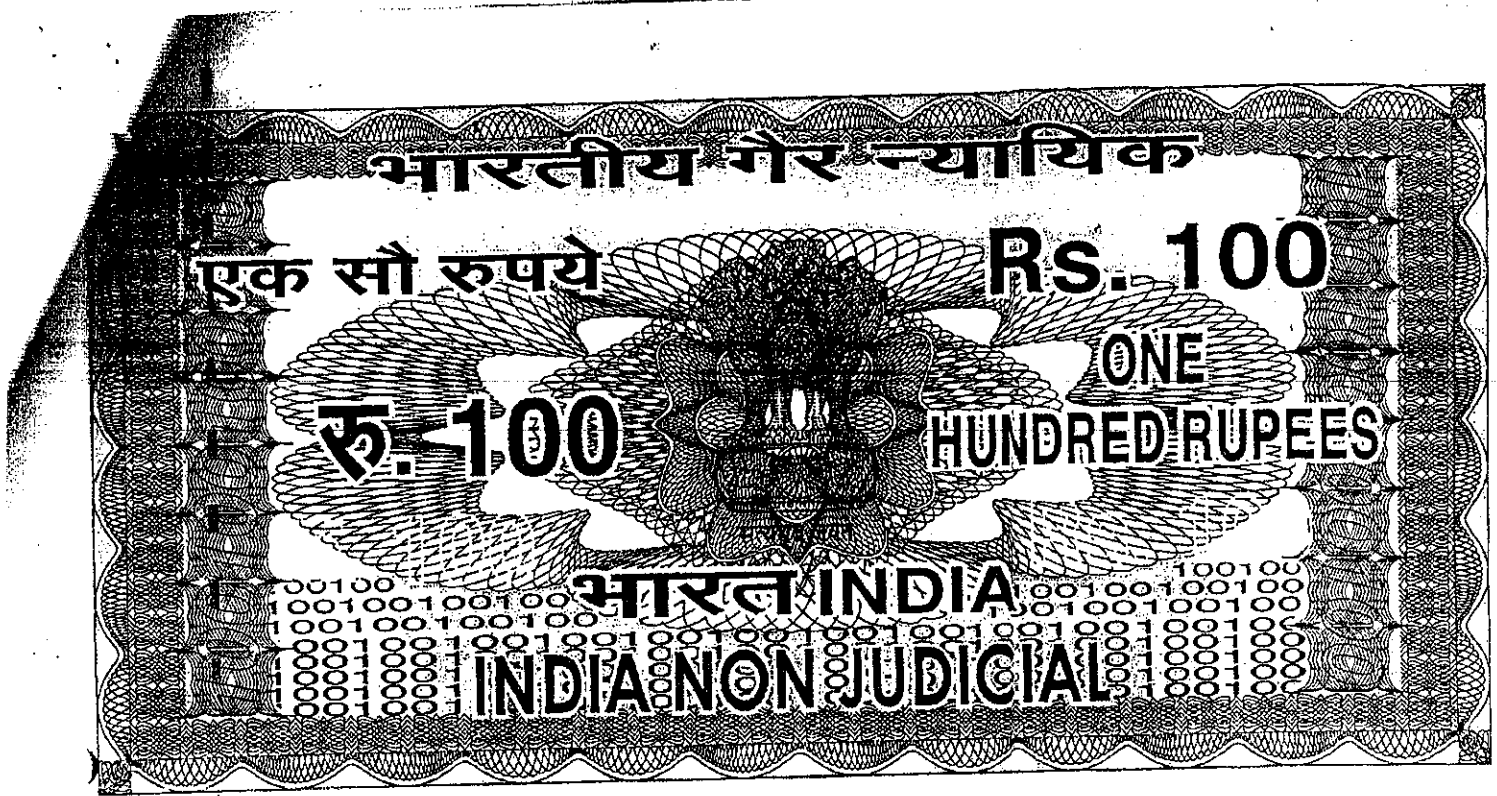
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3. The settlement of dispute regarding payment of compensation for acquisition of land and settlement of boundary dispute will be the responsibility of NHA.
4. The land selected for afforestation will be made available to MPRVVN, Limited for plantation and afforestation without interference to Highway operations.
5. The MPRVVN, Limited will undertake plantation on the said land in accordance to Green Highways Policy – 2015 and respective guidelines for implementation of Green Highways Policy - 2015. All instructions/ restrictions of the highways provided in IRC-SP-21-2009 guidelines relating to the traffic visibility, planting of trees along the curves, minimum distances of planting line from the toe / berm etc. will be followed.
6. (a) In case the MPRVVN, Limited bears the entire cost of plantation and maintain and protect them till economic rotation age of the species as specified in the working plan of the district then the trees will be harvested by the MPRVVN, Limited at the time of economic rotation specified in the working plan of the district and the revenue will be shared by the MPRVVN, Limited and the NHA in the ratio of 75:25.
(b) In case the NHA deposits the entire cost of plantation and maintenance and MPRVVN, Limited undertakes plantation, maintenance and protect them till economic rotation age of the species as specified in the working plan of the district then the trees will be harvested by MPRVVN, Limited at the time of economic rotation specified in the working plan of the district and the revenue will be shared by the MPRVVN, Limited and the NHA in the ratio of 25:75.

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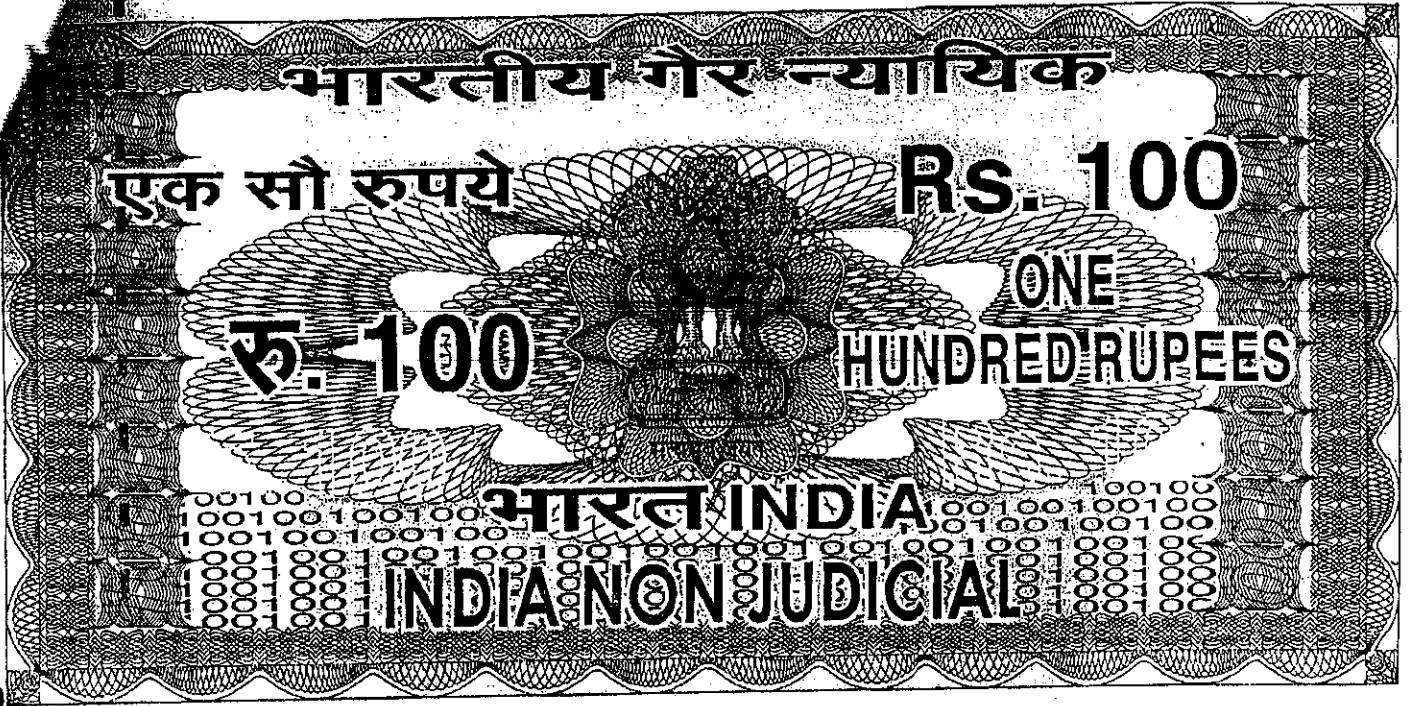
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- (c) The plantation already done by NHA1 shall also be part of this agreement. As the expenditure of plantation and maintenance of this plantation has already been done by NHA1, the revenue till first economic rotation shall be the prerogative of NHA1. However, MPRVVN, Limited may plant extra trees in these areas.
- (d) The plantation done by MPRVVN, Limited, will be handed over to NHA1 after the period of five years maintenance.
7. Since the said land is the property of NHA1, the same shall not be declared as Protected Forests or Reserve Forests under any circumstances of NHA1.
8. The NHA1 may resume the said land at any time for Developmental/widening purposes with the consent of the Managing Director of MPRVVN, Limited without any compensation/ any payment to whatsoever to the MPRVVN, Limited. The standing trees will be harvested by the MPRVVN, Limited and the revenue will be shared accordingly between MPRVVN, Limited and NHA1 as per clause 6(a)& (b),
9. The Principal Chief Conservator of Forest-cum HOFF (Head of Forest Force), Forest Department, Madhya Pradesh will be competent to accord the permission for felling of trees as per requirement of NHA1 for future development purposes. A simple procedure of joint inspection of concerned officials of NHA1 and MPRVVN, Limited for marking of trees required for felling as per the development plan of NHA1 will be done and submitted to HOFF through CCF/CF of the circle and PCCF -cum-HOFF will accord the permission for felling of trees under existing rules and regulations in force at that point of time.

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10. The plantation work already awarded to the concerned concessionaire by NHAI on Highways but not yet executed by them can also be entrusted to MPRVNL, Limited with prior consent of the concessionaire concerned.
11. MP Forest Development Corporation will submit a quarterly report on the status of plantation works along with details of the species planted to RO -NHA1, Bhopal and will facilitate NHAI in fetching site specific information for GIS enabled monitoring system.
12. The NHAI may, in case of accidents, breaches and other emergencies, utilize earth for repairs to formation, lopping of branches and execution of works required for normal functioning of Highways with prior permission of Divisional Forest Officer. In case of emergency and when it is not possible to obtain prior permission of the DFO, the local NHAI officer may undertake the repair work and will inform the DFO in writing at the earliest about the same.


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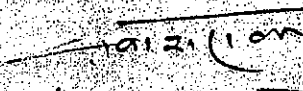
3. In the event of any dispute or difference arising out of or in respect of this agreement will be settled with mutual agreement between MPRVVN Limited and NHAI.


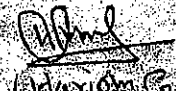
In witness whereof, of parties to these presents have here into put and subscribed their hands and seals


(B. P. S. Parihar)
Additional Chief
Conservator of Forest &
Regional Chief General
Manager (Seoni), Madhya
Pradesh Rajya Van Vikash
Nigam Ltd, Bhopal


Regional Officer, Bhopal & Chief
General Manager, National
Highways Authority of India


Witnesses
1. 
कार्यालय क्षेत्रीय मुख्य महाप्रबंधक,
मध्य प्रदेश राज्ज वन विकास निगम लि., भोपाल (म.प्र.)
मो. नं. 9424604391

2. 
(प्रकाश रविश)
अप प्रबंधक
आयल इलेक्ट्रिकल महाप्रबंधक
सिकरी

Witnesses
1. 
(S. Vinakshi Dohal)
Manager, R.O. - Bhopal
2. 
(Anand Gupta)
Regional Officer, Bhopal