

Agreement between National Highway Authority of India (NHAI) and Forest Development Corporation of Maharashtra Limited (Government of Maharashtra Undertaking) for plantation on NHAI owned Lands Under National Green Highways Mission

An agreement made at **NEW DELHI on this 9th day of November 2016** between the President of India representing National Highways Authority of India acting through the **Regional Officer - Nagpur, National Highways Authority of India** (hereinafter referred to as 'the NHAI' which shall include his successors) of the one part and the **Managing Director, Forest Development Corporation of Maharashtra Limited, Nagpur**, incorporated under the Companies Act, 1956 which is a Government of Maharashtra owned public sector undertaking (hereinafter referred to as 'the FDCM Limited' which shall include his successors) of the other part.

Whereas, the NHAI has acquired land along the National Highways passing through the State of Maharashtra for future expansion/widening and construction of bye-passes. The Authority has acquired Right of Way varying up to 60m width for future expansion of the highways and for purpose of developing green belt under the aegis of Green Highway Policy – 2015 of Ministry of Road Transport & Highways. The NHAI is the absolute owner of the land situated along the National Highways (hereinafter referred to as 'the said lands');

And Whereas, the FDCM Limited has agreed to carryout plantation/afforestation on the said lands falling within the boundaries of the State of Maharashtra for afforestation purposes on the terms and conditions specified hereunder:-

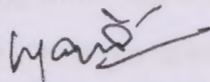
Now this agreement witnesses and the parties hereto agree as follows:-

1. The FDCM Limited shall from the **9th day of November 2016** take up plantation on the said lands for the purposes of the afforestation thereof.
2. The demarcation and fixing of boundary pillar of the said lands shall be done by the NHAI. The NHAI shall provide all the relevant records like land plan, details of Gut number and khasra number of the said lands and kilometer-wise/chainage-wise availability of land for afforestation. In case of encroachment on the site, the same shall be got evicted by the NHAI.
3. The settlement of dispute regarding payment of compensation for acquisition of land and settlement of boundary dispute shall be the responsibility of NHAI.

4. The land selected for afforestation shall be made available to the FDCM Limited for plantation and afforestation without interference to routine Highway operations. Nature of Species to be planted at the given site will be decided by FDCM Limited after evaluating the site and as per the guidelines of NHAI on species choice.
5. The FDCM Limited shall undertake plantation on the said lands in accordance with Green Highway Policy – 2015 and respective guidelines for implementation of Green Highways Policy – 2015. All norms 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. shall be strictly adhered to by the parties entering into this agreement.
6. The entire cost of plantation and the maintenance thereof shall be borne by the NHAI. The plantation costs will be inclusive of supervision charges and other statutory requirements.
7. For any project, payment to Maharashtra FDC for undertaking plantation and maintenance activities will be based on site specific project report made as per the Guidelines for National Green Highways Policy - 2015 and duly approved by First Party.
8. Since the said lands are the property of NHAI, the same shall not be declared as Protected Forests or Reserved Forests under any circumstances.
9. The NHAI may resume the said land at any time for development/widening purposes with the consent of the Managing Director, Forest Development Corporation of Maharashtra Limited Nagpur without any compensation or payment other than cost incurred by FDCM Limited for that portion till the resumption of site by NHAI.
10. The designated Tree Officer empowered under relevant Act shall be competent to accord the permission for felling of trees as per requirement of NHAI for future development purposes. A simple procedure of joint inspection of concerned official of NHAI and concerned Tree Officer for marking of trees required for felling as per the development plan of NHAI shall be done and Tree Officer concerned shall take decisions in respect of according the permission for felling of trees under existing rules and regulations for the time being in force.
11. Without prejudice to any Agreement in force between the NHAI and any concessionaire, any plantation work already awarded to such concessionaire by the NHAI on Highway but not yet executed by them can also be entrusted to the FDCM Limited with prior consent of such concessionaire and FDCM Limited.

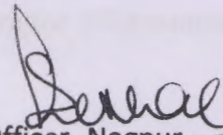
12. The FDCM Limited shall submit a quarterly report on the status of plantation work along with details of the species planted to the concerned RO-NHAI and shall facilitate the NHAI in fetching site specific information for GIS enabled monitoring system.
13. The NHAI may, in case of accidents, breaches and other emergencies, utilize earth for repairs to formation, lopping of branches and execution of works required for normal functioning of Highway with prior permission of Divisional Manager, Forest Project Division concerned. In case of emergency and when it is not practicable to obtain such prior permission, the local officer of the NHAI may undertake the repair work and shall thereafter inform the Divisional Manager, Forest Project Division, concerned in writing at the earliest about the same.
14. Any dispute arising out of or in respect of this agreement shall be resolved and settled by mutual consultation and negotiations between the parties entering into this Agreement.
15. The usufructs benefits, such as timber, fruits and other produce in any form whatsoever accruing as a result of the plantations taken up under this Agreement, shall be the sole property of the NHAI and the FDCM Limited shall have no claim what so ever on the same.
16. The NHAI shall be the sole Authority to dispose of the property referred to in Para 14 by following due process of law.

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



Managing Director,
Forest Development Corporation of
Maharashtra Limited, Nagpur.

Signed, sealed and delivered on
behalf of Forest Development
Corporation of Maharashtra, Nagpur



Regional Officer- Nagpur,
National Highways Authority of
India

Signed, sealed and delivered on
behalf of NHAI
New Delhi

Witnesses

1.

2.

Witnesses

1.

2.