

Panaji, 30th May, 2016 (Jyaistha 9, 1938)

SERIES I No. 8

OFFICIAL GAZETTE

GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

EXTRAORDINARY

GOVERNMENT OF GOA

Department of Revenue

Notification

22/01/2016-RD

The Government of Goa is pleased to frame the following policy on procurement of land under Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 (30 of 2013) for direct procurement of land to set up public purposes projects on priority basis and the said policy is hereby published in the Official Gazette for general information of the public.

By order and in the name of the Governor of Goa.

Anju S. Kerkar, Under Secretary (Revenue-II)/Link.

Porvorim, 30th May, 2016.

Policy on Procurement of land under Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 for Direct Procurement of land to set up public purposes projects on priority basis

Introduction.— Development in the State has been a priority and basic duty of the Government. These developments may

include improvement in communications, transportation, technology, public health, education, justice delivery system, and any other projects for overall betterment for the people in the State. Admittedly, for improvements and developments in the State the prime requirement is financial support and availability of land. Finance can be procured or adjusted but arranging of land is difficult task. Land being scarce and demand being ever increasing, furthermore as land cannot be expanded or created, it imposes a major hurdle in developmental projects. Many projects of the Government get stranded on account of non availability of adequate and appropriate land as required for the project. Although Government has considerable amount of land under its ownership the same cannot be put to use due to various limitations. Acquisition of land has been the only source through which the land could be procured by any Government department for any specific public purpose.

Every legislation has its own sphere of action within which the department has to function. There are specific provisions of law for dealing with Government land and putting it to use. In order to ensure adequate availability of land for various public purposes and to expedite the procurement of land thereby curtailing on time consumption and on giving due regards to adequate and decent consideration to the land owner it is desired to enact a Policy for procurement of land by the Government for public purposes.

The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 has made a provision for enabling Government to exercise option of taking land on lease, instead of acquisition. It is further provided under section 107 of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 (30 of 2013) that State can provide better compensation and resettlement & rehabilitation to the affected persons. Further as the Government is competent to enter into an Agreement/contract with any private party for purchasing the property from the willing seller subject to the criteria as may be laid down in the policy decision as framed by the Government, it is considered to frame a policy in this regards.

The Government of Goa hereby frames the following policy, namely:—

1. *Concept:* 1.1 This Policy provides for procurement of land by way of a deed of conveyance. The due entitlement of the owner of land shall be protected by providing adequate consideration as deserved by the owner.

2. *Procedure:* 2.1 Any Government Department (hereinafter referred to as Requiring Department) requiring land for public purposes may request the Collector for the same. The Requiring Department may submit the request in prescribed Form-I, as annexed, to the Collector which will include the purpose for requirement of land, number of beneficiaries of the project, whether the project will generate revenue, employment or any other benefits to the State, extent of area required, preferable locations i.e. Taluka in which the project is proposed, financial arrangement, etc.

2.2 The concerned Collectorate shall then depute its team for inquiry into the request. The team headed by an officer not below the rank of Dy. Collector or any other officer not below the rank of Jr. Scale Officers of Goa Civil

Service shall inspect the area and submit its detailed project report for procurement of the said land to the Collector.

2.3 The team shall comprise of the team leader as mentioned above, Zonal Agricultural Officer, Town Planner, ISLR, responsible Middle Level Officer of the concerned Department, BDO or Chief Officers as the case may be.

2.4 The team leader shall procure feasibility report from all the members of the team, who in turn shall be responsible to submit the report within seven days of the inspection. The team leader shall then calculate the consideration amount for procurement of land. The calculation of consideration shall be based on the minimum land rates notified by the Government under the Stamp Act from time to time.

2.5 The team shall obtain consent letter from the owner of the land in the prescribed format annexed as Form-II. This consent letter should be explained to the owner of the land in the language known to him and endorsed by the team leader.

2.6 The Collector on receipt of report shall examine the same and submit with due comments and recommendation to the Revenue Department for obtaining administrative approval, finance expenditure sanction and Cabinet approval.

2.7 The Revenue Department will get the draft sale deed vetted by Law Department and on administrative approval and finance concurrence place the matter before the Council of Ministers for approval.

2.8 On approval of Government the sale deed shall be executed and registered by the Collector. Being a requirement for Government purpose, the said sale deed shall be exempted from payment stamp duty and registration fees.

2.9 Collector shall get the land records mutated and partitioned from the concerned

revenue authorities within one month of execution of sale deed. After partition being finalised the Collector may if need be get the properties amalgamated. The survey plan shall be updated within one month of mutation, partitioned and amalgamation if any. The land records shall show this land as “Government of Goa: Revenue: (name/details of requiring department)”.

3. *Consideration:* 3.1 The consideration amount to be paid to the land owner shall be calculated based on following factors namely:—

A. Land Valuation

3.2 The market value of land to be procured will be determined by the Land Rates notified under Stamp Act as in force in the State of Goa viz. under sub-rule (3) of Rule 4 of the Goa Stamp (Determination of True Market Value of Property) Rules, 2003, without any remission or rebate over the notified rates.

3.3 The multiplication factor by which market value of the land is to be multiplied will be 2.00 in case of rural areas and 1.00 for urban areas.

3.4 An additional amount of 100% will be given to the land owner.

3.5 Over and above the amount inferred above, an amount equivalent to 12% on market value as arrived above shall be considered and included in the consideration.

3.6 As a factor of policy remuneration, an additional amount equivalent to one percent will be given to the land owner.

3.7 Valuation of standing structures in the land to be procured will be assessed and included in the consideration. Valuation will be carried by the Public Works Department of the Government of Goa.

3.8 Valuation of standing crop or trees in the land will be assessed and included in consideration. Valuation to be carried out by the Directorate of Agriculture or Forest Department of the Government of Goa as the case may be.

B. Rehabilitation and Resettlement components

3.9 If a House is lost for procuring any land under this policy, a constructed house shall be provided by the Requiring Department to the affected families. The size of the house shall be equal to the House lost by the families and same shall be made available in the close vicinity of the house lost. Close Vicinity shall mean within a radius of 1 to 5 Kms from the land procured. The House can be accommodated either within the procured area itself or any other land belonging to Government in the vicinity. The Government decision in this regard will be final.

3.10 The Collector shall identify all the Government land, waste land and other suitable land, taluka wise for rehabilitation purposes.

3.11 Subsistence allowance shall be paid to the affected displaced families for an amount of Rs. 3000 per month for a period of one year after displacement date. In addition to this amount, those affected belonging to Scheduled Castes and Scheduled Tribes displaced from the acquired areas, shall be eligible to receive an additional one time amount equivalent to Rs. 50,000/-.

3.12 An one time payment of Rs. 5 lakhs shall be paid to each affected family as displacement compensation remitting due to loss of employment which was locally availed.

3.13 A Transportation allowance to meet the cost of movement and transport shall be personal effects and others of Rs. 50,000 per affected displaced families be payable.

3.14 Those affected displaced families having cattle shed or petty shops will be eligible to avail one time financial assistance of Rs. 25,000.

3.15 In the case affected/displaced artisans, small traders, etc. as defined and identified by the Government a one time grant of Rs. 50,000/- shall be payable.

3.16 Further, a one time resettlement allowance of Rs. 50,000 shall be payable after

shifting of household effect and the affected displaced family to the new house.

3.17 The Requiring Department will as far as possible provide the infrastructure in Rehabilitation and Resettlement area, which includes the roads, drainage, Panchayatghar, post, Community Hall and such other facilities as mentioned in the THIRD SCHEDULE of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013.

3.18 The financial and rehabilitation above package will be applicable if the affected person accepts the same through a written consent.

C. Optional consideration.

3.19 The owner of the land can either opt for the consideration as above or avail benefits in kind. Such benefits may include grant of a shop or other single business unit for self sustenance by the owner, or proportionate increase in FAR to the extent the land lost.

4. *Deed of conveyance.*— 4.1 While submitting its detailed project report to the Collector, the team in the Collectorate shall submit a draft deed of conveyance duly filled in with all details, including reference of the reports of the team members, survey plan, consent letters of the owners etc. the said deed of conveyance shall be in the prescribed format as at Form-III.

5. *Mandates for procurement of land.*— 5.1 The procurement of land vide this policy shall be strictly as per the provisions made in this policy and no negotiations or any other act which is not mentioned in this policy or approved by the Government in Revenue Department shall be considered as valid.

5.2 The base rate for calculation of consideration shall be the minimum land rates notified under the Indian Stamp Act, 1899 as in force in the State of Goa and no other rate.

5.3 The Collector on procuring the land shall transfer the same to the requiring department on no loss no profit basis.

5.4 The Requiring Department shall bear all the expenditure incurred in procurement of land and the entire process of procurement will be initiated by the Collector only on obtaining the fund availability certificate from the Requiring Department and transfer of the entire required amount to the appropriate Budget Head of the Collectorate concerned.

5.5 The Requiring Department shall not further transfer, lease, mortgage or in any manner alienate the said land without the prior approval of the Government through Revenue Department.

5.6 The Requiring Department shall not utilise the land procured under this policy for any other purposes than the public purpose for which the land is procured. For any change in use of the land than the purpose for which it is procured, needs to be submitted to the Government with all detailed requirements through the concerned Collector to the Revenue Department for approval of the Government.

5.7 The Land procured under this policy shall not be used for any private project.

6. *Implementation of Policy.*— 6.1 This policy is framed in line of the provisions of the Right to Fair Compensation and Transparency in Land Acquisition, Resettlement and Rehabilitation Act, 2013. Government may from time to time amend the policy for better implementation of the same in consonance of the basic principles of the Policy.

By order and in the name of the Governor
of Goa.

Sudhir Mahajan, IAS, Secretary (Revenue).

Porvorim, 27th May, 2016.

FORM-I

(See clause 2)

Application by Government Departments for procurement of land under the policy

To,
The District Collector,
North/South Goa District,
Panaji/Margao, Goa.

Subject: Application for procurement of land for in
(name of project), (name of Village-Taluka)
admeasuring approximately Square meters, regarding

1. Name of the Government Department
2. Name of the Project/public purpose for which land is required
3. Number of Beneficiaries
4. Whether the project will generate any revenue/employment or other benefits to the State, (state in brief)
5. If land is identified: Land details:—
 - a. Area in sq. mts.
 - b. Survey No.
 - c. Village & Taluka.
 - d. Zoning of the land.
6. If land is not identified:
 - a. Area required.
 - b. Amenities required in vicinity.
 - c. Preferable Village & Taluka.
 - d. Benefit & effect of the project to an area in radius of kms.
7. Details of Administrative Approval:
8. Details of Finance Concurrence/Fund Availability Certificate:
9. Name and contact details of nodal officer:
10. Gist of the Detail Project Report, copy of DPR to be enclosed.

I, Shri./Smt., (designation), (name of Department) requests the Collector of District to kindly procure the land details of which are given hereinabove. I undertake to do all the necessary needful action on the part of my Department to assist the Collectorate in procuring the said land. I, including any agents, officials, servants, contractors and successor to the post and any other person acting for and on behalf of this Department undertake to abide by the each and every condition stipulated in the policy on acquisition of land under Right To Fair Compensation and Transparency In Land Acquisition, Rehabilitation and Resettlement Act, 2013 for direct procurement of land to set up public purposes projects on priority basis, notified and amended by the Government from time to time.

Sign.
Full name in bold letter
Designation

Round seal of the Department

FORM-II

Consent Letter

(See clause 2)

Latest
passport size
photograph
with sign
across the
photograph

I, Shri/Smt/Kum....., S/D/W/H/o....., aged....., occupation....., residing at do solemnly state on affirmation as under:—

1. That I am owner in occupation of landed property described in survey records as..... and surveyed under No. sub-division of village of taluka of District of the State of Goa. Enclosed is the title document of the property.

2. That I am been approached by Shri/Smt..... from the office of Collector of District, with an offer to transfer the above mentioned land admeasuring sq. mts. for setting up of a public project viz. by the Department of

3. That towards the procurement of the said land portion I am been offered a sum of Rs./- (Rupees only), which I have accepted as a full and final settlement towards alienating of the land title to the Government of Goa from me.

OR I have opted for a business unit to run a business of, in village of Taluka as a full and final settlement towards alienating of the land title to the Government of Goa from me.

OR I have opted for increase in FAR to % as a full and final settlement towards alienating of the land title to the Government of Goa from me.

4. That I request the Government to credit the aforesaid amount by ECS in my account number of the vendor viz. of Bank at Branch.

5. That there is no any dispute over the said land and there is no case pending before any Court of Law pertaining to the said land. The said land is free from any and all encumbrances and I am entitled by law to transfer the same to the Government.

6. That I indemnify Government of Goa or any personnel acting on its behalf from any title dispute over the said land for all the times to come, and that I will be completely responsible for the transfer the said land, and shall make good any adversities to the Government arising out of the title disputes.

7. That I am willing to transfer the said portion of land to the Government of Goa and for which I undertake to enter into and abide by the conditions of any conveyance deed that will be executed for the purpose.

8. That I know to read and understand English and this consent certificate is understood and agreed by me without any duress or coercion from any individual,

or

9. That I do not understand English and hence I was read over and explained about the contents of this certificate in Marathi/Konkani by Shri./Smt which I understood and agree without any duress or coercion from any individual.

This Certificate is solemnly affirmed on this..... day of the month of..... of the year..... before the Sub Divisional Magistrate of Sub Division.

Deponent's signature

Name in full

Identified by

BEFORE ME

SUB DIVISIONAL MAGISTRATE

..... GOA

Name of SDM in Full

Place

FORM-III
DEED OF SALE
(See clause 4)

This Deed of Sale is made at, on this day of,
BETWEEN

The Governor of Goa (hereinafter called the “Government”) represented by Shri./
/Smt..... District Collector and authorised to execute this conveyance vide Order
No. dated....., of the ONE PART

AND

Shri, S/D/W/H of, aged years, Indian National, r/o.,
(hereinafter called the “Vendor” which expression shall unless repugnant to the context or meaning
thereof mean and include his heirs, successors, legal representatives, administrators, executors and
assignees) of the OTHER PART.

WHEREAS, the Government is in need of landed premises for the purpose of
(hereinafter called the “said purpose”);

AND WHEREAS, the vendor is the absolute owner of a landed property admeasuring an area of
sq. mts., situated in the property surveyed under survey No. and Sub-division No. of
Village/Chalta No. of PT. Sheet No. of City Survey of....., of City of
....., within the limits of, Taluka, District Goa, State of
Goa and more particularly described in the Schedule hereinafter written (hereinafter called as the “said
land”);

AND WHEREAS, the Government vide No. dated has
requested the Vendor to sell to it the said land for the said purpose and the Vendor vide
dated has consented to the said request of the Government and agreed to sell the said
premises to the Government subject to certain terms and conditions.

Now, therefore, this Deed of Sale witnesses and the parties hereto hereby mutually agree as under:12(1)
In consideration of payment of a sum of Rs. (Rupees only) by the
Government to the Vendor in the manner hereinafter mentioned, the Vendor hereby agrees to sell and the
Government hereby agrees to purchase the said land.

(2) The said land on purchase by the Government shall vest with the Government for perpetuity free
from all encumbrances of any nature.

(3) The amount of purchase price hereby agreed to be paid shall be paid by the Government to the
Vendor on or before the day of the execution of this deed by way of Electronic Clearance System (ECS)
into the account number of the vendor viz. of Bank at Branch.

(4) The Government shall use the said land for the said purpose or for any other public purpose and all
incidental and allied purposes thereto.

(5) The Vendor hereby covenant that they have full right and authority to sell the said premises to the
Government and the Government shall peacefully hold, enjoy, use and possess the said premises hereby
transferred/sold to it for it’s own use and benefits and in the event of any defect in the Vendor’s title, right
and authority to lease the said premises to the Government, the Vendors hereby undertake to indemnify
the Government against any loss whatsoever that may be suffered by the Government on account of the
defective title of the Vendor in respect of the said land.

(6) The vendors have assured the purchasers that the said land is free from encumbrances, charges,
claims of whatsoever nature and the said land is not the subject matter of any litigation or neither
acquisition nor the said land is hypothecated or mortgaged to any Bank or Financial Institution.

(7) Vendor hereby confirms that all the due taxes and all other financial liabilities whatsoever in respect
of the said land are duly paid by the Vendor.

(8) The Government shall not be liable for loss of profit or loss of goodwill of the Vendor arising from it’s
occupation of the said land or for any amount of compensation in respect of the said land other than the
purchase price as aforesaid and the Vendor shall make no claim in respect thereof.

(9) The Vendor hereby agree with the Government that the latter paying the purchase price hereby reserved and observing and performing the conditions and stipulations herein contained and/or on the Government's part to be observed and performed, the Government shall peacefully hold, posses and enjoy the said land during the period of lease, without any interruption or disturbance from or by the Vendor or any person claiming by or through or under him.

(10) In the event of any dispute or difference of opinion arising out of or in any way relating to or concerning these presents or the construction or effect of these presents, the same shall be referred to the sole arbitration of a person appointed by the Secretary (Revenue) to the Government of Goa. The Vendor shall not be entitled to raise objection to any such appointment on the ground that the sole arbitrator is a Government servant or that he had dealt with the matters to which these presents relates or that in the course of his duties as such Government servant, he had expressed views on all or any of the matters in dispute or difference. In the event of such arbitrator being transferred or vacates his office or refuses or being unable to act for any reason whatsoever, it shall be open to the Secretary (Revenue) to the Government of Goa, to appoint another person in his place. The arbitrator so appointed shall be entitled to proceed with the reference from the stage at which it was pending. From time to time, the Arbitrator may, with the consent of both the parties to these presents, extend the time for making the award. The award of the arbitrator shall be final and binding on both the parties hereto. Subject as aforesaid, the Arbitration and Conciliation Act, 1996 (Central Act 26 of 1996) and the rules made thereunder shall apply to the arbitration proceeding under this clause.

(11) The Government hereby agrees to bear the costs, charges and expenses on account of the stamp duty and registration fees, if any, payable on this Deed of Sale.

(12) This Deed of Sale shall be executed in two counterparts i.e. one original and the other duplicate. The original copy of this Deed of Sale shall remain with the Government and duplicate thereof with the Vendor.

SCHEDULE

All that portion of land admeasuring an area of sq. mts., situated in the property surveyed under Survey No. and Sub-division No. of Village/Chalta No. of P. T. Sheet No. of City Survey of, of city of, within the limits of the Village Panchayat of...../..... Municipal Council, Taluka, District Goa, State of Goa, surrounded by boundaries of:—

- On East
- On West
- On North
- On South

IN WITNESS WHEREOF the parties hereto have signed this Deed of Sale on the day, month and year first hereinabove mentioned.

SIGNED, SEALED AND DELIVERED

BY Shri

Collector for Goa district, Government of Goa,

For and on behalf of the GOVERNOR OF GOA

SIGNED AND DELIVERED

BY THE "VENDOR",

Shri

WITNESSES:- 1. 2.

www.goaprintingpress.gov.in

Printed and Published by the Director, Printing & Stationery,
Government Printing Press,
Mahatma Gandhi Road, Panaji-Goa 403 001.

PRICE - Rs. 8.00

PRINTED AT THE GOVERNMENT PRINTING PRESS, PANAJI-GOA—65/350—5/2016.