## 15 -ാം കേരള നിയമസഭ

#### 14 -ാം സമ്മേളനം

## നക്ഷത്ര ചിഹ്നം ഇല്ലാത്ത ചോദ്യം നം. 1577

<u>19-09-2025 - ൽ മറുപടിയ്</u>ക്

# <u>പർച്ചേസ് കമ്മിറ്റികൾ</u>

ചോദ്യം ശ്രീ. എ. പി. അനിൽ കുമാർ			ഉത്തരം			
			ശ്രീ. കെ. രാജൻ (റവന്യൂ-ഭവനനിർമ്മാണ വകുപ്പ് മന്ത്രി)			
(എ)	സ്വകാര്യ വ്യക്തികളിൽ നിന്നും പൊതു ആവശ്യങ്ങൾക്ക് ഭൂമി വിലപേശി വാങ്ങുവാൻ സംസ്ഥാനത്ത് പർച്ചേസ് കമ്മിറ്റികൾ രൂപീകരിച്ചിട്ടുണ്ടോ; ഉണ്ടെങ്കിൽ ഇതിന്റെ പ്രവർത്തനം ഏത് രീതിയിലാണെന്ന് വ്യക്തമാക്കുമോ; ഇത് സംബന്ധിച്ച് പുറപ്പെട്ടവിച്ച സർക്കാർ ഉത്തരവുകളുടെയും സർക്കലറുകളുടെയും പകർപ്പ് ലഭ്യമാക്കാമോ;	(എ)	പൊതു ആവശ്യത്തിനായി സന്നദ്ധരായ സ്വകാര്യ വ്യക്തികളിൽ നിന്നും ഭൂമി വാങ്ങുന്നതിനുള്ള നടപടിക്രമം ലളിതമാക്കുന്നതമായി ബന്ധപ്പെട്ട് 31- 12-2024, 30-06-2025 എന്നീ തീയതികളിൽ REV- B2/183/2023-REV നമ്പർ സർക്കുലറുകൾ പുറപ്പെടുവിച്ചിട്ടുണ്ട് (പകർപ്പ് ഉളളടക്കം ചെയ്യുന്നു). ഇത്തരത്തിൽ പൊതുആവശ്യങ്ങൾക്കായി നെഗോഷിയേറ്റഡ് പർച്ചേസ് മുഖാന്തരം സ്വകാര്യ ഭൂമി വാങ്ങുന്നതിനായി സംസ്ഥാനതല പർച്ചേസ് കമ്മിറ്റി, ജില്ലാതല പർച്ചേസ് കമ്മിറ്റി എന്നിവ രൂപീകരിച്ച് 27- 06-2025ലെ സ.ഉ. (കൈ) നം.189/2025/റവ പ്രകാരം ഉത്തരവായിട്ടുള്ളതാണ് (പകർപ്പ് ഉളളടക്കം ചെയ്യുന്നു).			
(ബി)	2013 ലെ ഭൂമി ഏറ്റെടുക്കൽ സംബന്ധിച്ച കേന്ദ്ര നിയമത്തിലെ വ്യവസ്ഥകൾ മറികടന്ന് ഇപ്രകാരം നടപടി സ്വീകരിക്കുവാൻ സാധിക്കുമോ; ഇത് സംബന്ധിച്ച് അഡ്വക്കേറ്റ് ജനറൽ നൽകിയ നിയമപദേശം എന്താണ്; പ്രസ്തുത നിയമോപദേശത്തിന്റെ പകർപ്പ് ലഭ്യമാക്കാമോ?	(ബി)	1872-ലെ ഇന്ത്യൻ കോൺട്രാക്ട് ആക്സ് പ്രകാരമുള്ള, ഉഭയകക്ഷി സമ്മതത്തോടെയുള്ള കൈമാറ്റത്തിനു മാത്രമാണ് മേൽ പരാമർശിത സർക്കലർ പുറപ്പെടുവിച്ചിട്ടുളളത്.			

സെക്ഷൻ ഓഫീസർ



#### **GOVERNMENT OF KERALA**

No:REV-B2/183/2023-REV

EV Revenue (B) Department Thiruvananthapuram, Dated:31-12-2024

# **CIRCULAR**

Sub:- Simplification of procedures for the acquisition and

disposal of land for public purpose-Reg.

Ref: G.O. (P) No.470/2015 RD dated 19/09/2015.

1

2 G.O (Ms) No. 485/2015/RD dated 23/09/2015.

3 G.O. (Ms.) No.56/2019/RD dated 14/02/2019.

Section 108 (1) of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 (hereinafter called "Act, 2013"), states as follows:

"Where a State law or policy framed by the Government of a State provides for a higher compensation than calculated under this Act for the acquisition of land, the affected persons or his family or member of his family may at their option opt to avail such higher compensation and rehabilitation and resettlement under such State law or such policy of the State."

2. As per the Government Order 3<sup>rd</sup> cited, the Revenue Department has been entrusted to accord Administrative Sanction for acquisition of land for public purpose. In the Government Order it has been clarified that, before submitting the requisition for land acquisition to the District Collector, the Requisitioning Authority shall furnish specific proposal to the Administrative Department for issuance of administrative sanction. The Administrative Department after ascertaining the availability of funds, needs to issue specific orders

according sanction for the project clearly mentioning the availability of funds. Meanwhile, the Requisitioning Authority will forward formal requisition along with alignment sketch to the District Collector concerned. Thereafter, the Administrative Department shall forward proposal for Land Acquisition to the Revenue Department. The sanction order for Land Acquisition (irrespective of the mode of acquisition i.e., by invoking the provisions contained in LARR Act, negotiated purchase by invoking Section 108 of LARR Act or by direct purchase) issued by Revenue Department in this regard should contain the extent of land covered, Village/Taluk included, Survey Numbers, the name of Requisitioning Authority and the mode of acquisition involved in the process after obtaining specific remarks from the District Collectors.

- 3. The judgment of the Hon'ble High Court in Shanavas V. State of Kerala [WP(C) No.19611/2015] holds that the State Government have to resort to the provisions of Act, 2013 for completing the process of acquisition even if it has entered into agreements, sale deeds etc. with the land owners, paid any purchase price and taken advance possession. But the said judgment of the learned single judge has not considered the provisions of Sec 108. Appeal filed by the State against the said judgment is pending before the Hon'ble High Court.
- 4. Subsequent to the above judgment, another single bench of the Hon'ble High Court of Kerala in K. Aravindakshan Pillai and others Vs. State of Kerala in WP (C) No. 40332/2017 (N) dated 13<sup>th</sup> June, 2019 stated that "this matter was carried in Writ Appeal No.2365/2017. A Division Bench of this Court, after adverting to the arguments of the learned Additional Advocate General appeared for the State, considered the question whether the State have power to purchase property through private negotiations, observed that the said question needs no answer and it can be resolved in appropriate cases." It was also noted that "the Division Bench neither set aside nor upheld the views of the learned Single Judge in regard to the method of acquisition denuding the provisions of Act 30 of 2013".
- 5. The order dated 13<sup>th</sup> June, 2019 above further observed that "the State's power to compulsorily acquire private land without consent is

based on the principles of eminent domain power. The eminent domain power reserves the right to the State to acquire land of private party without his consent on payment of fair compensation. On the other hand, contractual obligations are voluntarily incurred based on party autonomy. The Government's power to enter into contract is absolute and is not controlled by any provisions. The agreement entered between the Government and private persons in regard to purchase of property by the former is not a statutorily entered contract. The consent and party autonomy is reflected in such contract. Therefore, terms and conditions of a contract cannot be questioned through public law remedy. The terms and conditions of contract can be only questioned on such grounds as enumerated under the Indian Contract Act. In Puravankara Projects Ltd Vs. Hotel Venus International and others [(2007) 10 SCC 33], the Hon'ble Supreme Court held that the courts do not have the power to import doctrine of fairness to impose, amend or alter express terms of contract between parties. In series of decisions of the Apex Court, New Bihar Biri Leaves Co. Vs. State of Bihar [(1981) I SCC 537], Assistant Excise Commissioner. Vs. Issac Peter [(1994) 4 SCC 104], Sterling Computers Ltd. Vs. M.N. Publications Ltd, and others (AIR 1996 SC 51), the Apex Court has consistently taken the view that the court shall not interfere with the terms and conditions of the contract. The Government is free to enter into contract with private individual to acquire the land belonged to the latter. There is no requirement under law that it should be in accordance with the land acquisition enactments. Acquisition and disposition are the characteristics of ownership rights".

- 6. Based on the above observations and order of the Hon'ble High Court, it is declared as the policy of Government of Kerala, that
- i. in emergent situations and in public interest, all Departments and subordinate entities of the Government can, where deemed necessary, purchase land through negotiation by entering into a contract as per the Indian Contract Act, 1872, with willing private land owner(s) by providing appropriate compensation as agreed to by the private land owner(s), in accordance with the terms of such contract agreement.
- ii. The price of land shall be ascertained through the existing process of valuation of land under the District Collector.
- iii. Negotiated purchase cannot be undertaken in any instance where

the Government is resorting to powers of eminent domain.

7. All procedural guidelines that are specified in this circular shall be strictly adhered to.

# SARADA MURALEEDHARAN I A S CHIEF SECRETARY

To

- 1. Additional Chief Secretary/Principal Secretary/Secretary/Special Secretary of all Departments.
- 2. Land Revenue Commissioner, Thiruvananthapuram.
- 3. All District Collectors and Head of the Departments.
- 4. All Departments including Finance and Law.
- 5. Law Department [Vide U O (f) No.ST-I(2)/419/2024/Law dated 17.10.2024]
- 6. The Information And Public Relations (W&NM) Department.
- 7. Stock File/ Office Copy (REV-B2/183/2023-REV).

Forwarded / By order,

Section Officer.

# Copy to:-

Private Secretary to the Hon'ble Chief Minister.

Private Secretary to the Hon'ble Minister (Revenue).

Private Secretary to All Ministers

Officer On Special Duty to Chief Secretary



#### **GOVERNMENT OF KERALA**

No: REV-B2/183/2023-REV

Revenue (B) Department Thiruvananthapuram, Dated:30-06-2025

# **CIRCULAR**

Sub: Revenue Department-Simplification of procedures for the acquisition and disposal of land for public purpose-Reg.

Ref: 1 Circular of even number dated 31.12.2024.

2 Letter No.LR/252/2023-LR(C2) dated 03.04.2025 & 06.06.2025 from the Land Revenue Commissioner

Government has issued the circular referred to above, declaring the policy of the State Government as follows;

- 1. In emergent situations and in the public interest, all Departments and subordinate entities of the Government can, where deemed necessary, purchase land through negotiation by entering into a contract as per the Indian Contract Act, 1872, with willing private land owner(s) by providing appropriate compensation as agreed to by the private land owner(s), in accordance with the terms of such contract agreement.
- 2. The price of land shall be ascertained through the existing process of valuation of land under the District Collector.
- 3. Negotiated purchase cannot be undertaken in any instance where the Government is resorting to powers of eminent domain.

Based on the circular, requests are received from various departments to advise on the guidelines to be followed for the negotiated purchase.

Therefore, the following guidelines are issued to be followed for the land procurement for public purposes through negotiated purchase.

M G RAJAMANICKAM SECRETARY

To

- 1. Additional Chief Secretaries /Principal Secretaries/Secretaries/ Special Secretaries of all Departments.
- 2. Land Revenue Commissioner, Thiruvananthapuram
- 3. All District Collectors
- 4. All HoDs
- 5. All Departments in the Government Secretariat
- 6. I & PR (W&NM) Department
- 7. Stock File/Office Copy (REV-B2/183/2023-REV)

Forwarded / By order,

Section Officer.

# PROCEDURE FOR THE NEGOTIATED PURCHASE OF LAND FOR PUBLIC PURPOSES

As part of simplification of the procedures for acquisition of land for various infrastructure projects in emergency situations and for bonafide public purposes, all departments and subordinate entities of the Government can, where deemed necessary, purchase land through negotiation by entering into a contract as per the Indian Contract Act, 1872, with willing private land owners after providing appropriate consideration as agreed to by the private land owner (s), in accordance with the terms of such contract agreement. The government are pleased to issue the following guidelines for this purpose.

# **Objective:**

- 1. To facilitate the acquisition of land through negotiated purchase.
- 2. To avoid undue time and cost overruns in the project completion for urgent developmental activities.
- 3. To minimise litigation over compensation by duly conducting negotiations and purchasing land based on consent.

#### **Procedure**

1. The purchasing department/authority shall submit an application in FORM NO.1 (Annexure 1) for the valuation of the land intended to be purchased through negotiation, to the District Collector concerned,

along with survey numbers, the extent required and proper alignment sketches. If contiguous land is to be purchased for the project (other than linear projects) in more than one district, the application shall be submitted to the District Collector in whose jurisdiction the major portion of the project land is situated.

- 2. The purchasing department/ authority shall conduct a joint verification and survey with the District Collector/Representative and the Tahsildar concerned for identification of the land required for acquisition.
- 3. The Government shall constitute a District Level Purchase Committee (DLPC) in every district for this purpose. The District Level Purchase Committee shall have the following members a)
  - a. The District Collector- Chairperson
  - ь. Finance Officer (Collectorate)
  - c. District Law Officer
  - d. Representative of the purchasing department/authority empowered to take financial decisions on behalf of the entity concerned
  - e. Deputy Collector, Land Acquisition (Convenor)
  - f. An officer not below the rank of a Deputy Collector, designated by the District Collector of the district concerned, if negotiation is for the purchase of contiguous project land situated in more than one District.
  - g. Secretary of the local self government institution of the area where the land is situated. Where the land to be purchased is situated in more than one district, the District Level Purchase Committee of the district where the major portion of the land to be purchased lies, shall function as the District Level Purchase Committee (DLPC) chaired by the District Collector concerned.
- 4. The District Collector shall verify the title, non encumbrance certificate, basic tax receipt, building tax receipt, possession certificate

and such other relevant records of each parcel of the land to be purchased with due diligence.

- 5. The District Government Pleader or a Government Law Officer specially authorised by the District Collector for the purpose will scrutinize the title and other documents relating to ownership and possession and give necessary opinion and recommendations to the District Collector.
- 6. The District Level Purchase Committee shall fix the parameters and define the criteria for categorization of land as per the lie of the land to fix the land value and the same be approved by the committee. The committee should take utmost care in determining the criteria for categorization. The authority to change the categorization once approved by the district level purchase committee shall rest only with the State Level Purchase Committee.
- 7. After categorization of lands, District Level Purchase Committee shall arrive at the land value in the manner specified in Annexure 2 and reckon this as the 'basic value' of the land.
- 8. A team as mentioned below shall be constituted at the district level for negotiation. Based on the basic value of the land, the team shall negotiate for fixing the purchase price. Price escalation up to 50 % increase over the 'basic value' of land calculated may be allowed. Enhancement specified shall be considered only for land value and the value of improvements shall not be considered for any cost escalation. Any increase beyond the basic value of land negotiated and agreed by the District Level Purchase Committee shall be based on specific merit and sound reasoning to be recorded in writing. The negotiation with the private parties shall be undertaken by a team consisting of the following members:
  - a. District Collector (of the DLPC District)
  - ь. District Registrar (of the DLPC District)

- c. District Survey Superintendent (of the DLPC District)
- d. The Tahsildar of the Taluk concerned.
- e. The Secretary of the LSGI concerned and
- f. The Village Officer concerned
- 9. The District Level Purchase Committee shall arrive at the value of the things attached to the land using the services of a competent Government Engineer / Agriculture Officer / a forest officer not below the rank of a Range Officer / Experts in the relevant field, as the occasion demands. The committee will finalise a fair and reasonable negotiated purchase price of land and the value of improvements (Annexure 3). Negotiated value of land + value of improvements as calculated shall be the consented consideration for the purchase.
- 10. The negotiated price arrived at by the team shall be considered by the District Level Purchase Committee and the proposal (negotiated value of land + value of improvements) may be recommended to the State Level Purchase Committee (in Annexure 4) for approval.
- 11. The Government shall constitute a State Level Purchase Committee (SLPC) which shall have the following members;
  - a. Chief Secretary Chairperson
  - ь. Revenue Secretary- Convenor
  - c. Finance Secretary
  - d. Law Secretary
  - e. Secretary of the Administrative Department
  - f. Commissioner, Land Revenue
- 12. The State Level Purchase Committee shall approve or return the proposal for reconsideration by the District Level Purchase Committee with its suggestions/observations as it deems fit.
- 13. The District Level Purchase Committee shall share the approval/suggestions of the SLPC with the purchasing department/

authority and the administrative department.

14. Based on the State Level Purchase Committee approval, a competent representative of the purchasing department/authority shall execute a sale deed with the land owners in the standard template and shall cause it to be registered. The sample sale deed template is provided as Annexure -5

- 15. In the case of Government Departments (i.e., purchasing department excluding Local Self Government Institutions, PSUs and other Government agencies) SRO No. 1755/2015 dated 17.11.2015, or further modifications to it, regarding exemption of stamp duty and registration fees shall be taken into consideration.
- 16. The consideration agreed upon shall be paid into the bank account, the details of which shall be submitted by the private landowner along with the irrevocable consent. Income Tax TDS as applicable for sale deeds shall be deducted and paid as usual.
- 17. On completion of the conveyance, the purchasing department / authority shall take possession of the land immediately and intimate the District Collector concerned.
- 18. The designated officer of the project / department / authority concerned shall take steps to ensure that necessary changes in the land records are effected through the Taluk Tahsildar on the basis of the copy of the registered deed obtained from the Office of the Sub Registrar.

#### Annexure - 1

#### FORM NO. 1

To

The District Collector and Chairman
District Level Purchase Committee

Sir/Madam,

It is requested that the negotiated value of land in survey number measuring an extent of ....... Hectares in which is intended to be acquired for public purpose may be determined through purchase negotiations. The negotiated value of land and the value of improvements (i.e., the total consideration for purchase) as approved by the State Level Purchase Committee may be informed in due course. Yours.....

Purchasing Department / Authority

#### Annexure-2

#### Manner of Calculation of Market value of Land

The Collector shall adopt the following criteria in assessing and determining the market value of the land, namely

- a the fair value, if any, specified in the Kerala Stamp Act, 1959 for the registration of sale deeds or agreements to sell, as the case may be, in the area, where the land is situated; or
- b the average sale price for similar type of land situated in the nearest village or nearest vicinity area; or c consented amount of compensation as agreed upon

The average sale price shall be determined taking into account the sale deeds or the agreements to sell registered for similar type of land in the near village or near vicinity area during the immediately preceding three years of the year in

which such purchase of land is proposed to be made.

For determination of the average sale price, onehalf of the total number of sale deeds or the agreements to sell in which the highest sale price has been mentioned shall be taken into account

#### Annexure - 3

# **Checklist for the District Level Purchase Committee**

- 1. Whether the title of the land is clear:
- 2. Whether any government land is involved:
- 3. Criteria for categorization:
- 4. Criteria for fixing land value:
- 5. Negotiated consideration for land:
- 6. Value of improvements:
- 7. Decision of the DLPC:

#### Annexure - 4

# FORMAT FOR SUBMITTING PROPOSALS TO SLPC

Category	Total Extent of Land (in Ares)	No. of ti tle holde rs	hold ers who ha	land to be ( Rs.) p urchased (Sy No., extent, tharam, etc.)	alue c	DL P C	Percentage i ncrease of t he negotiate d value ove r the basic value of lan d (%)	Existing f air value ( Rs/Are)	Details of Value of imp rovements cal culated (Rs)	Total Consi deration (in Rs)	Rema rks
1	2	3	4	5	6	7	8	9	10	11	12
A											
В											
Total											

- i. Budget provision under head of account 5054-80-800-65 LA for Government Purposes / Other funding source:
- ii. Approximate amount proposed to be released as consideration in the present case:
- iii. Amount recommended for release:
- iv. Whether percentage of increase is justified?(record justification)

## **Annexure -5**

SALE DEED TEMPLA	ATE	

This sale deed is executed on this .....day of .....20....at

by	
years(occupation) residing(local	
body),place Taluk,Distri	of ct
having PIN CodePAN	
Nohereinafter called "the	
VENDOR/first party") in favour of Government of	
Kerala/Government of India	
,/a public sector under	
taking/having its office atrepresented by	
, here in after called "the PURCHASER/	
second party")	
WHEREAS, the VENDOR herein having absolute right,	
title, interest, possession and ownership of the said	
property more fully described in the Schedule hereunder	
by virtue of Partition Deed/Settlement Deed/Gift	
Deed/Will/Patta/Sale deed datedand	
registered onas document	
Noof(year) of BookVolume	
No filed at pagesto on the file of	
the Sub Registrar ofand	
fully possessed, enjoyed, owned, occupied and taxes paid	
by me has agreed to sell in favour of the above said	
purchaser for a sum of consideration of	

AND WHEREAS, the VENDOR herein has been in exclusive possession and enjoyment of the property fully described in the schedule hereunder,

Rupees.....(in words).

AND WHEREAS, the VENDOR is the exclusive owner of the property, more fully described in the schedule hereunder and he has absolute right to dispose of the same as in the manner he/she wishes,

AND WHEREAS, the property of the VENDOR as more fully described in the schedule hereunder is required for public purpose and work proposed to be undertaken and implemented by the PURCHASER,

AND WHEREAS, the VENDOR and the District Level Purchase Committee for and on behalf of the PURCHASER has held negotiations on the matter of purchase of the VENDOR's Property for Public Purpose,

AND WHEREAS, the District Level Purchase Committee was authorized to facilitate negotiations on behalf of the State of Kerala/PSU/......as per G.O......dated ......for speedy purchase of the scheduled property for a public purpose by direct purchase from the willing vendor,

AND WHEREAS, in the negotiations, the VENDOR has voluntarily offered to sell his property described in the Schedule, to the PURCHASER,

AND	WHE	REAS, the	e VEN	DOR is fi	ılly sa	atisfied	with
the	total	considera	ation	amount	for	land	and
impro	ovemen	ts of	₹				
(Rup	ees	• • • • • • • • • • • • • • • • • • • •			only)	) offere	d by

the PURCHASER,

AND WHEREAS, the VENDOR has fully agreed and is willing for the SALE of the property more fully described in the schedule on the above said SALE CONSIDERATION and PURCHASER has fully agreed for the PURCHASE of the said property;

AND WHEREAS, the VI	ENDOR is in need of funds in
order to meet his person	nal commitments and family
expenses and has decided	to sell the property more fully
described in the SCF	HEDULE hereunder for a
consideration of	₹/-
(Rupees	
	onl
y) and the PURCHASE	R herein has also agreed to
Purchase the same for the	e said consideration and to the
effect they had entered in	to a formal understanding that
was minuted on	

# NOW THIS DEED OF SALE WITNESSES AS FOLLOWS

1.	That in pursuance of the aforesaid willingness to sell for a negotiated
	consideration of a sum of ₹
	(Rupees
	only) received by the VENDOR through electronic means on account
	of his/her willingness to sell the land directly to the PURCHASER for
	the public purpose and on receipt of the said entire amount (excluding
	Income Tax TDS) of ₹
	(Rupees only), the VENDOR
	do hereby admit, acknowledge, acquit, release and discharge the

PURCHASER from making further payments thereof and the VENDOR do hereby sell, convey, transfer and assigns unto and to the use of the PURCHASER, the property more fully described in the Schedule hereunder together with the waterways, easements, advantages and appurtenances, and all estates, rights, title and interests of the VENDOR to and upon the said property TO HAVE TO HOLD the said property hereby conveyed unto the PURCHASER absolutely free of all encumbrances and forever.

- 2. That the VENDOR do admit that he is fully satisfied with the total consideration amount arrived at as above said.
- 3. That the vendor shall pay the income tax due, if any, with respect to the said transaction.
- 4. That the property more fully described in the Schedule hereunder shall be quietly and peacefully entered into and held and enjoyed by the PURCHASER without any interference, interruption, or disturbances from the VENDOR or any person claiming through or under him,
- 5. That the VENDOR has absolute right, title and the power to sell, convey and transfer unto the PURCHASER by way of absolute sale and that the VENDOR has not done anything or knowingly suffered anything diminishing or divesting or inhibiting his right and power to sell and convey to the PURCHASER the property hereby conveyed,
- 6. That the schedule property is free of all encumbrances including attachment by Courts, mortgages, charges, lien, attachments, claim, demand and other acquisition proceedings by Government, of any kind whatsoever and the VENDOR shall discharge the same from out of his own funds and keep the PURCHASER indemnified.
- 7. That the schedule property is not included in vested forest lands, ecologically fragile lands, surplus land under the Kerala Land Reforms Act, 1963 or other Government land.

8. That no person with any of the disabilities mentioned under the National Trust Act, 1999 has any legal right over the property being transacted and by this transaction the rights of such individuals are neither being deprived nor infringed upon.

- 9. That the VENDOR hereby declares with the PURCHASER that the VENDOR has paid all the taxes, rates and other outgoings due to Local Bodies, revenue, urban and other authorities in respect of the property more fully described in the schedule hereunder up to the date of execution of this sale deed and the PURCHASER shall bear and pay the same hereafter where payable. If any arrears are found due to the earlier period, the same shall be discharged by the VENDOR.
- 10. That the VENDOR has handed over the vacant possession of the property more fully described in the Schedule hereunder to the PURCHASER and delivered the connected original title document in respect of the scheduled property hereby conveyed on the date of execution of these presents.
- 11. That the VENDOR will at all times and at the cost of the Purchaser execute, register or cause to be done, all such acts and deeds for perfecting the title to the PURCHASER in the property hereby sold and conveyed herein.
- 12. That the vendor do hereby covenants and assures that the PURCHASER is entitled to have mutation of this name in all public records, local body and also obtain patta in the name of the PURCHASER
- 13. The sale consideration mentioned above has been fully paid and its receipt acknowledged and acquit the purchaser from payment for the said sale.

The fair value of the property is ₹.....per Are

Classification of Land
SCHEDULE OF PROPERTY
Serial No:
District:
Sub District:
Taluk:
Firka:
Local Body:
Ward No:
Hactores Area Square maters
HectaresAresSquare meters  Then down on Nambon of callon
Thandapper Number of seller:
Thandapper Number of purchaser (In case of purchasing authority other than Government):
Boundaries:
East By:
West By:
North By:
South By:
Description and Linear measurement:
The total consideration amount is ₹

Name of the Vendor:

IN WITNESS WHEREOF, the VENDOR and the PURCHASER have set their signatures on the day, month and year first above written.

Name of the Purchaser:

Signature:	Signature:
VENDOR	PURCHASER
In the presence of witness	In the presence of witness
1)	1)
2)	2)
	Licensee No. If any
Drafted by:	
Note of correction	
Name of Vendor	Signature

"ഭരണഭാഷ- മാതൃഭാഷ"



#### സംഗ്രഹം

റവന്യ വകുപ്പ്- സംസ്ഥാനത്ത് പൊഇ ആവശ്യങ്ങൾക്കായി നെഗോഷ്യേറ്റഡ് പർച്ചേയ്സ് മുഖാന്തിരം സ്വകാര്യ ഭൂമി വാങ്ങുന്നതിനായി സംസ്ഥാനതല പർച്ചെയ്സ് കമ്മിറ്റി & ജില്ലാതല പർച്ചെയ്സ് കമ്മിറ്റി എന്നിവ രൂപീകരിച്ച - ഉത്തരവ് പുറപ്പെടുവിക്കുന്നു.

# റവനു (ബി) വകപ്പ്

സ.ഉ.(കൈ) നം.189/2025/RD തീയതി,തിരുവനന്തപുരം, 27-06-2025

- പരാമർശം:- 1. 31.12.2024 ലെ ബി2/183/2023-റവ നം. സർക്കലർ.
  - 2. ലാൻഡ് റവന്യൂ കമ്മിഷണറുടെ 03.04.2025 ലെ LR/8252/2023-LR(C2) നം.കത്ത്.

#### ഉത്തരവ്

- 1. സംസ്ഥാനത്ത് പൊഇ ആവശ്യങ്ങൾക്കായി സ്വകാര്യ ഭൂമി ഏറ്റെടുക്കുന്നതിന് നിലവിലെ നിയമമായ ഭൂമി ഏറ്റെടുക്കലിൽ ന്യായമായ നഷ്ടപരിഹാരത്തിനും സുതാര്യതയ്ക്കും പുനരധിവാസത്തിനും പുനഃസ്ഥാപനത്തിനുമുള്ള അവകാശ നിയമത്തിലെ നടപടിക്രമങ്ങളിലെ കാലതാമസം പദ്ധതികളുടെ സമയബന്ധിതമായ പൂർത്തീകരണത്തിന് തടസ്സമാകന്ന സാഹചര്യമുള്ളതിനാൽ, നിബന്ധനകൾക്ക് വിധേയമായി സന്നദ്ധരായ സ്വകാര്യ വ്യക്തികളിൽ നിന്ന് നെഗോഷ്യേറ്റഡ് പർച്ചേസ് മുഖേന ഭൂമി വാങ്ങുന്നത് സംബന്ധിച്ച് പരാമർശം (1) പരിപത്രം പുറപ്പെടുവിച്ചിട്ടുണ്ട്.
- 2. സംസ്ഥാനത്ത് പൊതു ആവശ്യങ്ങൾക്കായി നെഗോഷ്യേറ്റഡ് പർച്ചേയ്സ് മുഖാന്തിരം സ്വകാര്യ ഭൂമി വാങ്ങുന്നതിന്റെ നടപടിക്രമങ്ങളുടെ ഭാഗമായി സംസ്ഥാനതല പർച്ചെയ്സ് കമ്മിറ്റി, ജില്ലാതല പർച്ചെയ്സ് കമ്മിറ്റികൾ എന്നിവ രൂപീകരിക്കണമെന്ന് പരാമർശം (2) പ്രകാരം ലാൻഡ് റവന്യ കമ്മീഷണർ ശുപാർശ ചെയ്തിട്ടുണ്ട്.
- 3. സർക്കാർ ഇക്കാര്യം വിശദമായി പരിശോധിച്ചു. ലാൻഡ് റവന്യൂ കമ്മീഷണറുടെ ഇപാർശയുടെ അടിസ്ഥാനത്തിൽ താഴെ പറയുന്ന അംഗങ്ങളെ ഉൾപ്പെടുത്തി സംസ്ഥാനതല പർച്ചെയ്സ് കമ്മിറ്റി, ജില്ലാതല പർച്ചെയ്സ് കമ്മിറ്റി എന്നിവ രൂപീകരിച്ചു ഉത്തരവ് പുറപ്പെടുവിക്കുന്നു.

### <u>സംസ്ഥാനതല പർച്ചേസ് കമ്മിറ്റി (SLPC)</u>

- i. ചീഫ് സെക്രട്ടറി ചെയർപേഴ്ലൺ
- ii. റവന്യൂ സെക്രട്ടറി കൺവീനർ
- iii. ധനകാരു സെക്രട്ടറി
- iv. നിയമ സെക്രട്ടറി
- v. ബന്ധപ്പെട്ട ഭരണ വകുപ്പിന്റെ സെക്രട്ടറി
- vi. ലാൻഡ് റവനു കമ്മീഷണർ

#### <u>ജില്ലാതല പർച്ചെയ്സ് കമ്മിറ്റി (DLPC)</u>

- i. ജില്ലാ കളക്ഉർ-ചെയർപേഴ്ലൺ
- ii. ഫിനാൻസ് ഓഫീസർ (കളക്ടറേറ്റ്)
- iii. ജില്ലാ നിയമ ഓഫീസർ
- iv. ഭ്രമി വാങ്ങുന്ന സ്ഥാപനത്തിന്റെ സാമ്പത്തിക തീരുമാനങ്ങൾ എടുക്കാൻ അധികാരപ്പെട്ട വകപ്പിന്റെ/അതോറിറ്റിയുടെ പ്രതിനിധി.
- v. ഡെപ്യൂട്ടി കളക്ടർ, ലാൻഡ് അകിസിഷൻ (കൺവീനർ).
- vi. പദ്ധതിക്കായി ഒന്നിലധികം ജില്ലകളിലായി സ്ഥിതി ചെയ്യുന്ന ഭ്രമിയാണ് ഉഭയസമ്മതപ്രകാരം വാങ്ങുന്നതെങ്കിൽ ബന്ധപ്പെട്ട ജില്ലകളിലെ ജില്ലാ കളക്ടർ നാമനിർദ്ദേശം ചെയ്യുന്ന ഡെപ്യൂട്ടി കളക്ടറുടെ റാങ്കിൽ കുറയാത്ത ഒരു ഉദ്യോഗസ്ഥൻ.
- vii. ഭ്രമി സ്ഥിതി ചെയ്യുന്ന പ്രദേശത്തെ തദ്ദേശ സ്വയംഭരണ സ്ഥാപനത്തിന്റെ സെക്രട്ടറി.

(ഗവർണറുടെ ഉത്തരവിൻ പ്രകാരം) എം ജി രാജമാണിക്കം സെക്രട്ടറി

- 1. ലാൻഡ് റവനു കമ്മീഷണർ
- 2. എല്ലാ ജില്ലാ കളക്ടർമാർക്കും (ലാൻഡ് റവന്യൂ കമ്മീഷണർ മുഖേന)
- 3. എല്ലാ കമ്മിറ്റി അംഗങ്ങൾക്കം
- 4. പ്രിൻസിപ്പൽ അക്കൗണ്ടന്റ് ജനറൽ (ഓഡിറ്റ്)കേരള, തിരുവനന്തപുരം.
- 5. പ്രിൻസിപ്പൽ അക്കൗണ്ടന്റ് ജനറൽ (എ & ഇ)കേരള, തിരുവനന്തപുരം.
- 6. ഇൻഫർമേഷൻ & ബഹ്ലിക് റിലേഷൻസ് (വെബ് & ന്യൂ മീഡിയ)വകുപ്പ്
- 7. സ്റ്റോക്ക് ഫയൽ/ഓഫീസ് കോപ്പി ( REV-B2/183/2023-REV

REV-B2/183/2023-REV സ.ഉ.(ക്കര) നം.189/2025/RD

ഉത്തരവിൻ പ്രകാരം

സെക്ഷൻ ഓഫീസർ

പകർപ്പ്:-

ബഇ: മുഖ്യമന്ത്രിയുടെ പ്രൈവറ്റ് സെക്രട്ടറിക്ക് ബഇ: റവന്യൂ മന്ത്രിയുടെ പ്രൈവറ്റ് സെക്രട്ടറിക്ക് ചീഫ് സെക്രട്ടറിയുടെ സ്റ്റാഫ് ഓഫീസർക്ക് റവന്യൂ വകപ്പ് സെക്രട്ടറിയുടെ പി.എ-യ്ക്ക് ധനകാര്യ വകപ്പ് സെക്രട്ടറിയുടെ പി.എ-യ്ക്ക് നിയമ വകുപ്പ് സെക്രട്ടറിയുടെ പി.എ-യ്ക്ക്