

**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/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
 - b. 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)
 - b. 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
 - b. 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 Village, inTaluk ofDistrict, which is intended to be acquired for public purpose through purchase may be determined through 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, one-half 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 title holders	No. of title holders who have given consent	Details of the Title holder and the land to be purchased (Sy No., extent, tharam, etc.)	Basic land value calculated (Rs.)	Land value decided by the DLPC on negotiation	Percentage increase of the negotiated value over the basic value of land (%)	Existing fair value (Rs/Are)	Details of Value of improvements calculated (Rs)	Total Consideration (in Rs)	Remarks
1	2	3	4	5	6	7	8	9	10	11	12
A											
B											
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 TEMPLATE**

This sale deed is executed on thisday of20....at

.....by
s/o.....aged.....
years.....(occupation) residing at
(local
 body),.....village.....place of
Taluk,.....District
 having PIN CodePAN

No.....hereinafter called "the
 VENDOR/first party") in favour of Government of
 Kerala/Government of India
 ,/.....a public sector under
 taking/having its office at.....represented 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 on.....as document
 No.....of(year) of Book...Volume
 No..... filed at pages.....to..... 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
 Rupees.....(in words).

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

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.....datedfor 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 WHEREAS, the VENDOR is fully satisfied with the total consideration amount for land and improvements of ₹..... (Rupees..... only) offered 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 VENDOR is in need of funds in order to meet his personal commitments and family expenses and has decided to sell the property more fully described in the SCHEDULE hereunder for a consideration of ₹...../- (Rupees..... only) and the PURCHASER herein has also agreed to Purchase the same for the said consideration and to the effect they had entered into 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:

Hectares.....Ares.....Square meters

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 ₹.....

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

Name of the Vendor:

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.....

