



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)
National Highways Authority of India
(Ministry of Road Transport & Highways, Government of India)
क्षेत्रीय कार्यालय, मदुरै / Regional Office, Madurai

दूसरा व तीसरी तल, विजय कृष्ण प्लाज़ा, संख्या-1, लेक एरिया, मेलूर मेन रोड, माट्टुतावनी, मदुरै- 625 107
2nd & 3rd Floor, Vijay Krishna Plaza, No.1, Lake Area, Melur Main Road, Mattuthavani, Madurai-625 107
दूरभाष/ Tele : +91-452-258 8999 वेब /Website : www.nhai.gov.in ई-मेल/E-mail : romadurai@nhai.org



NHAI/15018/3.7/03/2023/RO Madurai/E:214430/1313

28th July, 2023

INVITATION OF PUBLIC COMMENTS

विषय: भाराराप्रा - क्षे.का. मदुरै- पकाई, तूतीकोरिन - Operation & Maintenance of four laning of Madurai - Aruppukottai section from Km.138.800 to Km. 266.865 of NH-45B in the state of Tamilnadu - **Proposal for Erection of 33KV AC Overhead Transmission line across the road at Km.239+500 of NH-38 by M/s. Kshema Power & Infrastructure Company Pvt Ltd- Invitation of Public Comments - Reg.**

प्रसंग: PD, Tuticorin Lr.No-11015/18/NH-38/EB/2023/825 dated 20.07.2023.

The proposal received from PD, Tuticorin vide Lr. No- 11015/18/NH-38/EB/2023/825 dated 20.07.2023 there by requesting Permission for Erection of 33KV AC Overhead Transmission line across the road at Km.239+500 on Madurai - Tuticorin section of NH 45B as per proposal submitted by M/s. Kshema Power & Infrastructure Company Pvt Ltd.

Accordingly, as per Policy Guidelines issued by Ministry vide letter No. RW/NH-33044/29/2015/S&R(R) dated 22.11.2016, the application is being uploaded on public domain for 30 days for seeking claims and objections (on grounds of public inconvenience, safety and general public interest).

In view of the above, comments of the public on the above proposal is invited to the below mentioned address:

Regional Officer,
National Highways Authority of India,
No.2nd & 3rd Floor, Vijay Krishna Plaza,
No.1, Lake Area, Melur Main Road, Mattuthavani,
Madurai - 625 007.

मे-5 मीन
28/07/23

महेन्द्र मीना | Mahendra Meena
उप प्रबंधक (तक) | Dy. Mgr (Tech)

संलग्न: As above

प्रतिलिपि:

1. The NIC, New Delhi - for uploading in the Ministry's website.
2. The PD, Tuticorin- for information.



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय)
National Highways Authority of India
(Ministry of Road Transport & Highways)

उप महाप्रबंधक (तकनीकी) सह परियोजना निदेशक के कार्यालय
परियोजना कार्यान्वयन इकाई

Office of the Deputy General Manager (Tech) cum Project Director
Project Implementation Unit

नं : 2/273, पहला तल, पी.एस.पी.नगर, दूसरा स्ट्रीट, कोरम्पल्लम, तूतुकुडि - 628 101.
No: 2/273, 1st Floor, P.S.P. Nagar, 2nd Street, Korampallam, Tuticorin - 628 101.



दूरभाष / Tele : +91461-2340968

वेब / Website : www.nhai.gov.in

ई-मेल / E-mail : piututynhai@gmail.com
tuticorin@nhai.org

11015/18/NH-38/EB/2023

825

20.07.2023

To,

The Regional Officer,
National Highways Authority of India,
2nd & 3rd Floor, Vijay Krishna Plaza,
No.1, Lake Area, Melur Main Road,
Mattuthavani, Madurai – 625 107.

Sub: NHAI-PIU-TUTICORIN – Operation & Maintenance of four laning of Madurai - Aruppukottai section from Km.138.800 to Km. 266.865 of NH-45B in the state of Tamilnadu – **Proposal for Erection of 33KV AC Overhead Transmission line across the road at Km.239+500 of NH-38 by M/s. Kshema Power & Infrastructure Company Pvt Ltd - Submission of Proposal – Approval Requested -Reg.**

Ref M/s. Kshema Power & Infrastructure Company Pvt Ltd Lr No. Nil Dated: 01.07.2023.
Sir,

Vide reference above cited, the proposal has been received from the Authorized Signatory, M/s. Kshema Power & Infrastructure Company Pvt Ltd, Chennai regarding permission for erection of 33KV overhead electrical line across the road at Km.239+500 of Madurai-Tuticorin section of NH-45B (New NH-38) in the state of Tamilnadu.

2. The proposal has been examined as per Ministry's Circular No. RW/NH 33044/27/2005/S&R ® pt. dt. 06.08.2013 and RW- NH/33024/29/2015/S&R ® dated 22.11.2016 and subsequent Amendment dated 17.04.2023 other circulars and the following observations are made:

- The four laning work in the above stretch of Madurai - Tuticorin Section of NH-45B was completed from Km.138.800 to Km.266.865 in the year 2011.
- The said proposal has been submitted in NOC Portal and its application no 20230618/2/15/19865/2933.
- The erection of 33 KV power supply line across at Km.239+500 of Madurai-Tuticorin section of NH-45B (New NH-38) submitted by M/s. Kshema Power & Infrastructure Company Pvt Ltd, Chennai has mentioned that the Electric tower shall be erected on Overhead line only.
- The proposed location for the 33 KV OHL Electric Tower across at Km.249+400 of NH-38.
- The proposed erection of OHT tower are to be erected beyond the ROW.
- The Proposed crossing at Km. 239+500 should be vertical clearance of 15m as duly comply the IRC 032.
- NHAI ROW will be permitted for erection of 33 KV OHL as specified in the licensed. the tower are to be erected beyond ROW.
- The work shall be carried out as per the proposal submitted by the applicant.

Corporate Office:

G-5 & 6, Sector-10, Dwarka, New Delhi - 110 075.
Tel : 011-2507 4100 / 2507 4200
Website : www.nhai.gov.in

Regional Office:

2nd & 3rd Floor, Vijay Krishna Plaza, No.1, Lake Area,
Melur Main Road, Mattuthavani, Madurai - 625 107.
Ph: +91 452-2588999 E-mail: romadurai@nhai.org

National Highways Authority of India

- ix. It shall be ensured by the applicant that the on-going road / structure work shall not get affected due to erection at the above said location.
- x. While carrying out the works, all the safety precautions should be taken without affecting the existing traffic, other existing utilities and construction works.
- xi. If further expansion of road will be taken up in future by NHAI, then the applicant will be responsible to shift / remove the overhead HT lines on the NHAI ROW at their own cost .
- xii. The applicant should inform NHAI before starting of erection work and at the time of work.
- xiii. The bank guarantee and licence deed shall be obtained from the applicant at the time of execution of agreement.
- xiv. There shall be no fouling of any EB line.
- xv. The EB line should be either above or below the existing EB line.
- xvi. The Authorized Signatory of M/s. Kshema Power & Infrastructure Company Pvt Ltd, Chennai has given undertaking to shift/ remove this 33 KV Overhead line as and when required by NHAI at the cost of M/s. Kshema Power & Infrastructure Company Pvt Ltd, Chennai.
- xvii. The Authorized Signatory of M/s. Kshema Power & Infrastructure Company Pvt Ltd, Chennai has given undertaking to agree to pay the necessary rent for use of National Highways whenever asked by the National Highways Authority of India as per Ministry of Road Transport and Highways Circular No.RW/NH-33044/27/2005-S&R O dated 21.09.2010.

3.Restoration Charges in the form of BG as per Ministry Circular Dated 22.11.2016 and NHAI, RO, Chennai Lr No.NHAI/11019/10/2011/RO Chennai/1187 Dated: 20.03.2017 shall be paid by the applicant as per following:

Restoration Charges @Rs.100/- per Running meter (60 * Rs.100/-)	Rs.6000/-
Across the road km at 239/500 (1 lakh per crossing)	Rs.1,00,000/-
Total	Rs.1,06,000/-

4. Licence Fee :

LICENSE FEES FOR PRIVATE UTILITY (EB Line)

Utilized NH Land Area X Prevailing Circle Rate of Land Per Unit Area X 10% per annum									
SN	Village Name	Chainage in Km.		Side	Length (L) in Meters	Dia of The Pipe (D) in Meters/ width of land affected	Utilized NH land Area (D x L) (Sq.m)	Prevailing Circle rate of land per unit area (Sq.m) (Rs.)	License Fee per year (private utility) (Rs.)
		From	To						
A. Area Occupied along the road									
1	Jegaveera pandiyapuram	239+500	239+500	BHS	60	6.00	360	250	9000/-
Total license fee per year									9000/-

For 5 years = 45,000/-



National Highways Authority of India

The Proposal of **M/s. Kshema Power & Infrastructure Company Pvt Ltd, Chennai** for erection of overhead electrical 33 KV power supply line across at Km: 239/500 RHS of Madurai-Tuticorin section of NH-45B (New NH-38) has been examined by this office and found in order w.r.t the provision of MoRTH Guidelines dated 22.11.2016. Therefore recommended herewith for kind approval.

Enclosure: 2 No Proposals



(Y.A.RAUT)
PROJECT DIRECTOR,



To,

The Project Director,
National Highways Authority of India,
Project Implementation Unit- Tuticorin.
No.2/273, 1st Floor, P.S.P Nagar, 2nd Street,
Korampallam, Tuticorin-628101.

Sub: Proposal for Erection of 33KV AC Overhead Transmission line crossing at Km.239+500 of Madurai Tuticorin Section of NH-45B (New NH-38) by M/s. Kshema power and infrastructure company Pvt Ltd, Chennai - **Submission of Proposal – Approval Requested -Reg.**

Sir,

The proposal for Erection of 33KV AC Overhead Transmission line crossing at Km.239+500 of Madurai Tuticorin Section of NH-45B (New NH-38) in the state of Tamilnadu by M/s. Kshema power and infrastructure company Pvt Ltd, Chennai is enclosed herewith.

In this regard, it is kindly requested to necessary approval to cross the NH road as per the details provided in the proposal and we are ready to pay necessary fees for getting the approval.

Thanking you

The Authorized Signatory,

M/s.Kshema power and infrastructure company Pvt Ltd,
Chennai

For Kshema Power & Infrastructure Company Pvt. Ltd.

Authorized Signatory

(S. SRINAM MARUTHI)



PERMISSION FOR OVER HEAD
TOWER LINE CROSSING FOR 33 KV
POWER SUPPLY LINE

Section

Operation and Maintenance work from Km 138.800 to Km 266.865 of Madurai-Tuticorin section of NH-45B (New No. NH-38) Under O&M (2B) Basis in the state of Tamil Nadu.

Applicant:

THE AUTHORIZED SIGNATORY
KSHEMA POWER AND INFRASTRUCTURE COMPANY PVT LTD,
OLD NO 108, NEW O 94, 13 TH CROSS STREE,
DEFENSE OFFICERS COLONY,
EKKAATTUTHANGAL,
CHENNAI-600032

Authority:

THE PROJECT DIRECTOR
NATIONAL HIGHWAYS AUTHORITY OF INDIA
TUTICORIN

CHECK LIST

Guidelines for project directors for processing the proposal for Erection of overhead Electrical Line Erection in the land at National Highways vested with NHAI.

Permission for 33 KV Overhead Tower line Crossing at Km 239/500 in Madurai -Tuticorin section of NH-45 B in the state of Tamilnadu.

Relevant circulars:

- 1) Ministry Circular No. NH-41 (58)/68 dated 31.01.1969
- 2) Ministry Circular No. NH-III/P/66/76 dated 19.11.1976
- 3) Ministry Circular No. RW/NH-III/P/66/76 dated 11.05.1982
- 4) Ministry Circular No. RW/NH-11037/1/86-DOI (ii) dated 28.07.1993
- 5) Ministry Circular No. RW/III-11037/1/86-DOI (ii) dated 19.01.1995
- 6) Ministry Circular No. RW/NH-34066/2/95/S&R dated 25.10.1999
- 7) Ministry Circular No. RW/NH-34066/7/2003 S&R (B) dated 17.09.2003
- 8) Ministry Circular No. RW/NH-III-34044/27/2005-S&R dated 21.09.2010
- 9) Ministry Circular No. RW/NH-III-34044/27/2005-S&R dated 22.11.2016

Check list for getting approval for Erection of Overhead Electrical line on NH land

S.No	Item	Information /Status	Remarks
1.0	General Information		
1.1	Name and Address of the Applicant	The Authorized Signatory, Kshema Power and Infrastructure Company Pvt Ltd, Old No 108, New O 94, 13 Th Cross Street, Defense Officers Colony, Ekkaattuthangal, Chennai-600032	
1.2	National Highway Number	NH-45B (New No. NH38)	
1.3	State	Tamilnadu	

For Kshema Power & Infrastructure Company Pvt. Ltd



Authorised Signatory



Y.A. RAUT
Project Director
NHAI, PIU - Tuticorin

1.4	Location	Madurai-Tuticorin Section Of NH-45B	
1.5	Chainage In km	Crossing at Km 239/500	
1.6	Length in Meters	60 M	
1.7	Width in available ROW		
	(a) Left side from center line towards increasing chainage/km Direction	30M	
	(b) Right side from center line towards increasing chainage/km Direction.	30M	
1.8	Proposal to erection of EB Line		
	(a) Left side from center line towards increasing chainage/km Direction	Out Side of ROW	
	(b) Right side from center line towards increasing chainage/km Direction	Out Side of ROW	
1.9	Proposal to acquire land		
	(a) Left side from center Line	Nil	
	(b) Right side from center Line	Nil	
1.10	Whether proposal is in the same side where land is not be acquire, If not then where to lay the underground pipeline.	LA Completed	
1.11	Details of already laid services, if any along the proposed route	NA	
1.12	Number of lanes (2/4/6 lanes) Existing	4 Lanes	
1.13	Proposed Number of lanes (2 lane with paved shoulders/4/6/8 lanes	6/8 Lanes	
1.14	Service road Existing or not	No	
	If yes then which side		
	(a) Left side from center Line	Nil	
	(b) Right side from center Line	Nil	
1.15	Proposed Service Road		
	(a) Left side from center Line	NA	
	(b) Right side from center Line	NA	
1.16	Whether proposal to erection of overhead line is after the service road or between the service road and main carriage way.	Outside of NHA Row	
1.17	The permission for erection of overhead line shall be considered for	NA	

For Kshema Power & Infrastructure Company Pvt. Ltd


Authorized Signatory


Y.A. RAUT
Project Director
NHAI, PIU - Tuticorin

	<p>approval/rejection based on Ministry Circular mentioned as above.</p> <p>(a) Carrying of Sewage /gas pipelines in highway bridges shall not be permitted Fumes/gases pipe can be accelerating the process of corrosion or may cause explosions, thus being much more injurious of water.</p> <p>(b) Carrying of water pipelines on bridges shall be discouraged. However, if the water supply authorities seem to have no other viable alternative and approach the highway authority well in time before the design of the bridges si finalized, they may be permitted to carry the pipeline in Independent superstructure, supported on extended portions of piers and abutments in such a manner that in the final arrangement enough free spade around the superstructure of the bridge remains available for inspection and repaired etc...,</p> <p>(C) Cost of required extension of the substructure as well as that of the supporting structure shall be borne by the agency-in -charge of the utilities,</p> <p>(d) Services are not being allowed indiscriminately on the parapet/any part of the bridges, safety of the bridges has to be kept in view while permitting various services along bridge. Approvals are to be accorded in this regard with the concurrence of the Ministry's Project Chief Engineers only.</p>		
1.18	No of application on the same stretch	First	
2	Document/Drawings enclosed with the proposal	Yes	
2.1	Cross section showing the size of trench for open trenching method (Is it normal size of 1.2 m deep X0.3m wide)		
	(a) Should not be greater than	NA	

For Kshema Power & Infrastructure Co.




Authorised Signatory

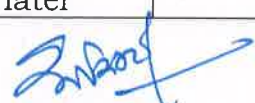


Y.A. RAUT
Project Director
NHAI, PIU - Tuticorin

	<p>60cm in wider that the outer diameter of the pipe.</p> <p>(b) Located as close to the extreme edge of the right of way as possible but not less than 15 meter from the center lines of the nearest carriageway</p> <p>(c) Shall not be permitted to run along the NH when the road formation is situated in double cutting. Nor shall these be laid over the existing culverts and bridges.</p> <p>(d) These should be so laid that their top I at least 0.6 m below the ground level so as not to obstruct drainage of the road land.</p>		
2.2	Cross section showing the size of pit location of cable for HDD method	NA	
2.3	Strip plan/Route plan showing the Overhead Electrical line, Chainage, Width of Row distance, Important mile stone, and intersections etc.	Yes Shown in diagram	
2.4	Methodology for erection of overhead electrical line.	33 kv OH for providing uninterrupted power supply.- Construction of 33 KV Double circuit Transmission line on Double Circuit Tower From the proposed Pooling substation	
2.41	Open Trenching method. (May be allowed in utility corridor only while pavement is neither cement concrete nor dense bituminous concrete type. If yes, Methodology of refilling of trench	NA	
3	Draft License Agreement signed by Two witness	Signed later date	
4.0	Performance Bank guarantee	Would be obtained after approval of the proposals	
4.10	Performance BG as per ministry's	Applicable at later	

For Kshema Power & Infrastructure Company Pvt. Ltd


Authorised Signatory


Y.A. RAUT
Project Director
NHAI, PIU - Tuticorin

	Circular No. RW/NH-33044/27/2005-S &R ® dated 22.11.2016 to be obtained @ Rs 100/- per meter length	date	
4.2	Confirmation of BG gas been obtained as per NHAI guidelines	To be obtained at the time of execution of Agreement.	
5.0	Affidavit/Undertaking from the Applicant	Undertaking is enclosed is herewith	
5.1	Not to be Damage to other utility, if damaged then to pay the losses either to NHAI or to the concerned agency	Yes	
5.2	Renewal of Bank Guarantee	Yes will be obtained after submission of BG	
5.3	Confirming all standard condition of NHAI's Guideline	Yes	
5.4	Shifting of OH line as and when required by NHAI at their own cost	Yes	
5.50	Shifting due to 6laning/widening of NHAI	Yes	
5.6	Indemnity against all damages and claims clause (XXIV)	Yes	
5.7	Traffic movement during laying of water supply pipeline to be managed by the applicant	Yes	
5.8	If any claim is raised by the concessionaire then the same has to be paid by the applicant	Yes	
5.9	Prior approval of the NHAI shall be obtained before undertaking any work of installation, shifting of repairs, or alternations to the showing water supply pipeline located in NH right of ways	Yes	
5.10	Expenditure if any incurred by NHAI for repairing any damage caused to the NH by laying maintenance or shifting of the water supply pipe line will borne by the agency owning the line.	Yes	
5.11	If the NHAI considers it necessary in future to move the utility line for any work of improvement or repairs to the road, it will be carried out as desired by the NHAI at the cost of agency owning the utility line within a	Yes	

For Kshema Power & Infrastructure Company Pvt. Ltd



Authorised Signatory



Y.A. RAUT
Project Director
NHAI, PIU - Tuticorin

	reasonable time (not exceeding 60 days) of the intimation given		
5.12	<p>Certificate from the applicant in the following format</p> <p>(a) Laying of overhead electrical line will not have any deleterious effects on any of the bridge components and road way safety for traffic</p> <p>(b) For 6-laning “ we do undertake that I will relocate service road /approach road /utilities at my own cost notwithstanding the permission granted within such time as will be stipulated by NHAI” for future six – laning or any other development.”</p>	Yes	
6	Who will sign the agreement on behalf TANGEDCO or Private agency	<p>The Authorized Signatory, Kshema Power and Infrastructure Company Pvt Ltd, Old No 108, New O 94, 13 th Cross Street, Defense Officers Colony, Ekkaattuthangal, Chennai-600032</p>	
7	Certificate from the Project Director		
7.1	<p>Certificate for confirming of all standard condition issued vide Ministry circular No.RE/NH-33044/17/2000-S&R dated 29.09.2000 and NHAI,s guidelines issued vide no. NHAI/OEC/2K/VOL II dated 7.11.2000 NAD Ministry Circular No RW/NH-33044/27/2005-S&R ® (pt) dated 06.08.2013 and Ministry Circular No. RW/NH-33044/27/2005-S &R ® dated 22.11.2016</p>	Yes	
7.2	<p>Certificate for 6-laning from PD in the following format</p> <p>(a) Where Feasibility is available “I</p>	Yes	
		Yes	

For Kshema Power & Infrastructure Company Pvt. Ltd



Authorised Signatory



Y.A. RAUT

Project Director

NHAI PIU - Tuticorin

	<p>do certify that there will be Hindrance to proposed six laning based on the feasibility report considering proposed structure at the said location".</p> <p>(b) In case feasibility report is not available "I do certify that sufficient ROW is available at site for accommodating proposed six laning".</p>		
8	<p>If NHAI section proposed to be taken up by NHAI on BOT basis a clause is to be inserted in the agreement. " The permitted highway on which License has been granted the right of way to the concessionaire under the concession agreement for up-gradation of Madurai Tuticorin section of NH-45B on O&M basis and therefore the license shall honor the same"</p>	Yes	
9	<p>Who will supervise the work of erection of overhead electrical line</p>	<p>Filed officers of NHAI and consultant/ Concessionaire, TNEB- Distribution Officials</p>	
10	<p>Who will ensure that the defects in road portion after erection of overhead electrical line are corrected and if not corrected then what action will be taken</p>	<p>The Authorized Signatory, Kshema Power and Infrastructure Company Pvt Ltd, Old No 108, New O 94, 13 Th Cross Street, Defense Officers Colony, Ekkaattuthangal, Chennai-600032- BG will be encashed. Claim amount will be determined according to the nature and seriousness to the nature and seriousness of</p>	

For Kshema Power & Infrastructure Company Pvt. Ltd



Authorised Signatory



Y.A. RAUT
Project Director
NHAI, PIU - Tuticorin

		damages (if any defects in road portion, BG will be encashed by NHAI)	
11	Who will pay the claims for damages done/disruption in working of Concessionaire if asked by the Concessionaire	The applicant should pay the claims	
12	A certificate from PD that he will either the proposed permissions in the register of records of the permissions in the prescribed Performa (Copy Enclosed) issued vide ministry circular No. RW/NH/33044/17/2000/S&R R dated 23.07.2003 & 06.08.2013 and Ministry Circular No. RW/NH-33044/27/2005-S&R ® dated 22.11.2016.	Yes	
13	If any previous approval is accorded for erection of overhead electrical line then photocopy of register of records of permission accorded as maintained by PD then copy be enclosed	No	

For Kshema Power & Infrastructure Company Pvt. Ltd



Authorised Signatory



Y.A. RAUT
Project Director
NHAI, PIU - Tuticorin

**Proposed for erection of 33 KV Overhead Electrical Line Crossing at Km
239/500 in Madurai-Tuticorin Section of NH-45 B in the state of
Tamilnadu**

GENERAL TO ACCOMPANY ALL PROPOSALS

CHECKLIST

GENERAL

1	Whether the details for 100 m either side of utility laying have been furnished	No
2	Does the plan is shown in full	Yes
	a. NHAI boundary line with distance from center line of the road marked at salient points where the land width is changing and also 200 m interval.	Yes
	b. The berm, line distance form center line of proposal with Change showing and distance from NHAI center line	Yes
	c. Center line of pavement and parent edge line marked distinctly	Yes
	d. The locations of the utility line of proposal with Change shoeing exact location and distance from NHAI Center line	Yes
	e. Median if any marked to scale	Yes
	f. The Existing culverts/ drainage works with diversions	Yes
A	Purpose of the proposal in details	Erection of 33 kv Head line for providing un interrupted power supply for new solar power plant
B	Exact Location of the proposal	Crossing at KM 239/500
C	Whether the applicant is private agency of Govt. Agency	Private Agency
D	Any time schedule fixed for the completion of the proposal made	Three months From the In principle Approval
E	Whether any other location other that this difficult or costly	NA
F	Whether the proposal, if implemented, will affect the design stability and traffic safety of	No

For Kshema Power & Infrastructure Company Pvt. Ltd



Authorised Signatory



Y.A. RAUT
Project Director
NHAI, PIU - Tuticorin

	national Highways	
G	Whether the proposal, if implemented now will affect any likely future improvement, such as improvements in geometric	No
H	If there any proposal improvements, in this stretch of likely to be sanctioned in the near future where they will be affected by this	No

CERTIFICATE

1. This proposal when implemented will not affect the design stability and traffic safety of National Highways Authority of India.
2. This proposal implemented now, will not affect any likely future improvements such as improvements to geometrics.
3. There is no proposal for improvements in this stretch likely to be sanctioned near future.
4. This proposal is in accordance with the Government of India specifications.
5. The Licensee shall have to provide safety measures like barricading, danger lighting and other necessary caution boards while executing the work.

The above mentioned rules have been noted for guidance

For Kshema Power & Infrastructure Company Pvt. Ltd


Authorised Signatory


Y.A. RAUT
Project Director
NHAI, PIU - Tuticorin



தமிழ்நாடு தமில்நாடு TAMIL NADU

Kshema Power & Infrastructure Company Private
Chennai - Limited.

30AC 015328

ச. சண்முகவேல் (S.V)

L.No: 8/1997, ஒப்பந்தம்

தேதி: 18-6-2022

ருபாய் 2/-

INDEMNITY BOND

Name of the work: Madurai – Tuticorin section – Erection of 33 KV Over Head Electric Pole Line Crossing at Km 239/500 on Madurai – Tuticorin section of NH 45-B in the state of Tamil Nadu.

Indemnity against all damages and claims as per SI.No. 5.6 Of Checklist:

We The Authorized Signatory, Kshema Power and Infrastructure Company Pvt Ltd, Old No 108, New No 94, 13 th Cross Street, Defence Officers Colony, ERkattuthangal, Chennai-600032 do here by indemnity the Project Director, NHAI, PIU, Tuticorin binding ourselves to pay all the losses and claims in respect of laying and Erection of 33 KV Over Head line Crossing at km 239/500 in Madurai – Tuticorin section of NH 45-B in the state of Tamil Nadu or maintenance thereof and against all claims, proceedings, damages, costs, charges and expenses or maintenance thereof and against all claims,

For Kshema Power & Infrastructure Company Pvt. Ltd


Authorized Signatory

proceedings , damages, costs, charges and expenses whatsoever in respect thereof in relation there to. Failing such payments of claims in the above work we abide in accepting for recovery of such claims affected from any of our assets.

The Authorized Signatory, Kshema Power and Infrastructure Company Pvt Ltd, Old No 108, New No 94, 13 th Cross Street, Defence Officers Colony, Ekkattuthangal, Chennai-600032

Enclosure to Ministry of Road Transport & Highways Letter no.RW/NH-33044/27/2005/S&R (R) (PT.) dated 22.11.2016

Annexure-1

GUIDELINES FOR GRANTING RIGHT OF WAY PERMISSIONS TO TELECOM SERVICE LICENSEES / INFRASTRUCTURE PROVIDES FOR LAYING OF TELECOM CABLES/DUCTS/OVERHEAD LINES ON NHAI LAND

Government has realized the need for creating a robust telecommunication infrastructure with adequate bandwidth at affordable rates in order to promote development and proliferation of Information Technology, Electronic Governance, E-Commerce convergence of information, communication, and entertainment sectors so as to improve the state of economy, enhance the quality of life of the citizens and to ensure development of urban and rural areas with equity throughout the country.

The Department of Telecom (DoT), Ministry of communications, Government of India has issued the National Telecom Policy 2012 in recent past which enunciates the need to review and simplify sectoral policy for granting Right of Way (Row) for laying cable networks among others.

Keeping the above objectives in view, the following broad guidelines are being recommended by the Ministry of Road Transport &

For Kshema Power & Infrastructure Company Pvt. Ltd


Authorized Signatory

Highways(MoRTH), under which row permissions may be granted to licensed telecom operators and registered infrastructure providers for laying Telecom Cables including Optical Fiber Cable (OFC)/ ducts under, over, along, across, in or upon a property vested in or under the control or management of local authority or of any other person including public authority, public corporation, autonomous body, State Govt. or Central Govt. in their respective licensed service area during the currency of their license.

1. Any authorized License of DoT/Registered Infrastructure Provider is eligible to seek/avail RoW facility/permission. However, enforceability of the permission so granted shall be restricted to the extent of provisions/scope of service contained, defined in the license agreement of that licensee & for the purpose for which it is granted.

2. Either by content or by intent, the purpose of extending RoW facility is not to enhance the scope of license of a licensee or such RoW permissions are only enabling/facilitating in nature.

3. The cable shall always be laid at the edge of the RoW. In case of restricted width of RoW, which may be adequate only to accommodate the carriageways, central verge, shoulders, slopes of embankment and drains, the cables shall be laid beyond the toe line of the embankments and clear of the drain. In cases where cables ducts with sufficient spaces are already available along with NHAI, the cables shall be laid in such ducts subject to technical requirements being fulfilled. Present policy of the MoRTH is to provide a 2.00m wide utility corridor on either side of

For Kshema Power & Infrastructure Company,



Authorised Signatory

the extreme edge of RoW where required RoW of at least 45m is available, which includes provision of OFC Ducts.

4.The facility of RoW for laying underground Telecom cables, shall be available to all licensees (irrespective of existing or future) and registered/licensed infrastructure providers, without discrimination and without payment of any compensatory charges/levy/lease rentals/license fee/free bandwidth/revenue share/cashless equity etc. subject to the condition that this row shall be available to licensees to the extent of provisions contained in their license agreements and reinstatement charges shall be borne by such licensees.

5.A Performance Bank Guarantee @ RS.100 per route meter with a validity of one year initially (expandable if required till satisfactory completion of work) shall have to be furnished by each license to the Authority /its designated agency as a security against improper restoration of ground in terms of filling /unsatisfactory compaction charges damages caused to other underground installations /utility services & interference, interruption, disruption or failure caused thereof to any services etc. the above charge of Rs.100/m is liable to be reviewed every 5 years. For clarification, it is hereby mentioned that all required restoration work subsequent to laying of the cable shall be required to be undertaken by the licensees at its cost either by itself or through its authorized representative in consultation with the authority as per

For Kshema Power & Infrastructure Company Pvt. Ltd


Authorised Signatory

predetermined time schedule and quality standards. In case of the licensee failing to discharge the obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the licensee and recover the amount of forfeiture of the Bank Guarantee. In case, the performance Bank Guarantee is invoked as mentioned above the license shall be required to replenish and reinstate the required Performance Bank Guarantee within one month of such invoking. In case the work contemplated herein is not completed to the satisfaction of the Authority, which has granted the permission, within a period of 11 months from the date of issue of the Bank Guarantee, the licensee shall either period furnish a fresh guarantee or extend the guarantee for a further period of one year. Notwithstanding this, the License shall be liable to pay full compensation to the aggrieved Authority its designated agency for any damage sustained by them by reason of the exercise of the Row facility.

6. In order to expedite RoW clearances to the Licensees in a time-bound manner through an appropriate and effective approval mechanism, a committee under the chairmanship of Chief Secretary to the respective State Govts. may act as single window to coordinate all activities in this regard. Each State Govt. may select a Nodal Person/Secretary of a Dept. to function as Secretary to this Single Window Clearance Committee. However, in case of NHAI land, Licenses would be required to take



permission from the highway administration for lying of cables. As regards NHAI routes executed by the State PWD, the concerned state Chief Engineer (NH) may act as nodal point/single window to coordinate the activities whereas in respect of the NHAI routes held by NHAI & BRDB, designated officers of NHAI & BRDB may be assigned this task.

For work involving laying of cables along National Highways Authority of India in different States or National Highway Authority of India Project of length exceeding 500 km. in one state, Project Director (Standards, Research & Technology) (R), MoRTH shall be the approving authority under whom a Single Window Facilitation Committee will be created.

Highway Administrator Nodal Officer shall maintain a record of all Row permissions granted in the Format given in Annexure - III including permissions given at Ministry level.

7. RoW permissions may be granted by the said nodal office to a Licensee within a period of four weeks from the date of submission of completed application subject to the Licensee's application being complete with route details (including authority/ownership of concerned sections of the route) and compliance to eligibility requirement, furnishing of requisite Bank Guarantee and execution of an Agreement having operational details. The above stated Single Window Clearance committee may be responsible to co-ordinate in the case

For Kshema Power & Infrastructure Company Pvt. Ltd



Authorised Signatory

of any dispute for ownership of property and expedite grant of RoW clearance thereof so as to adhere to the stipulated time-frame.

8. In case any shifting or alteration in the position of the laid Telecom Cables is required due to widening of highways and constructing of flyovers of bridges, the Licensee shall do the same at his own cost at a later date within specified period indicated by the respective agency.

9. In order to avoid repeated digging on the same routes in cases where cable ducts with sufficient space are already available along NHAI, laying of cables shall be encouraged in such ducts subject to technical requirements being fulfilled. In cases where such ducts are not available, the first incumbent shall be allowed to lay voluntarily extra ducts/conduits with extra capacity so as to take care of future needs. The capacity/excess capacity can be commercialized by the incumbent with suitable mutual agreements with the excess capacity by the first incumbent shall not be a pre-condition for giving RoW clearances. The Central/State roadways authorities may consider laying ducts/conduits at the time of construction of roads to facilitate laying Telecom Cables for which suitable charges could be imposed.

10. Licensee shall ensure safety and security of all underground installations / utilities / facilities and shall be solely responsible for compensation / indemnification of concerned authority for damage

For Kshema Power & Infrastructure Company Pvt. Ltd



Authorised Signatory

caused / claims or replacements sought for at the cost and risk of Licensee.

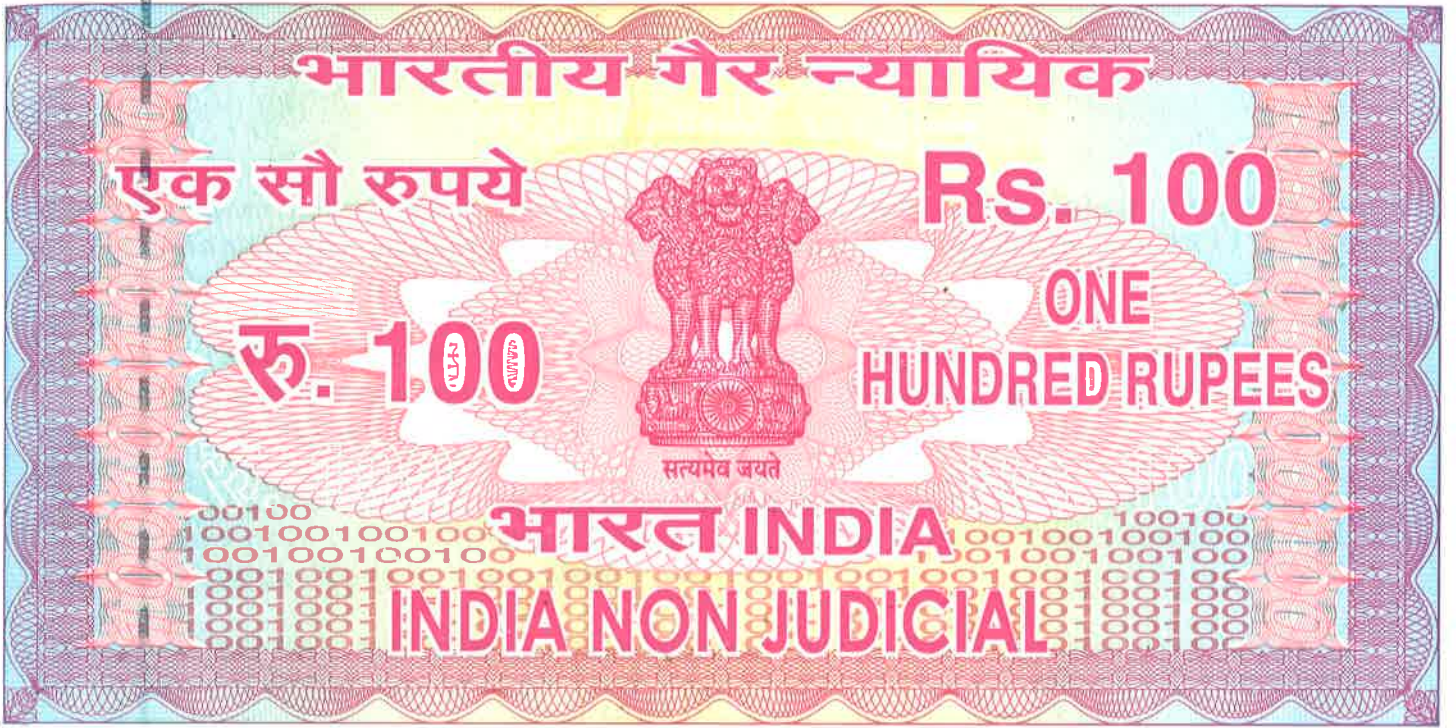
11. Licensee shall be liable to give a notice of 15 days with route details prior to trenching for fresh or maintenance / repair works. A separate performance Bank Guarantee for maintenance / repair works shall be furnished by Licensee.

12. The period of validity of RoW permission shall be co-terminus with the validity of license.

For Kshema Power & Infrastructure Company Pvt. Ltd



Authorised Signatory



தமிழ்நாடு தமில்நாடு TAMILNADU

Kshema Power & Infrastructure Company
Chennai - Private Limited.

DB 097637

R. சிவசுந்தரம்
R. முத்துலட்சுமி
பணர் முத்திரைத்தாள்
விற்பனையாளர்
பரிமல் எண் : 3/96
கோவில்பட்டி.
15.6.2023

LICENSCE DEED FOR ERECTION OF OVERHEAD ELECTRICAL LINE ON NATIONAL HIGHWAY LAND

Agreement to Erection of 33KV Over Head Electrical Line Crossing at Km 239/500 in Madurai – Tuticorin section of NH-45B in the State of Tamil Nadu.

This Agreement made this _____ days of _____ (month) of _____ (year) between _____ acting in his executive capacity through _____ (hereinafter referred to as the "Authority" which expression shall unless excluded by or repugnant to the context, include his successes in office and assigns) on the part, and The Authorized Signatory, Kshema Power and Infrastructure Company Pvt Ltd, Old No 108, New No 94, 13 th Cross Street, Defence Officers Colony, Ekkattuthangal, Chennai-600032 Tamil Nadu State

For Kshema Power & Infrastructure Company Pvt. Ltd

Authorised Signatory

(hereinafter called the "Licensee") which expression shall unless excluded by repugnant to the context, include his successors/administrator assignees on the second part.

WHEREAS the National Highway Authority of India is responsible for the development and maintenance of road from the National Highway NH-45 B in the State of Tamil Nadu.

WHEREAS the Licensee is a Company and has been given a licensee by the Government of India, Ministry of Communication to Provide long distance network services in the State of Tamil Nadu.

WHEREAS the Licensee has applied to the NHAI for the permission to Agreement to Erection of 33KV Over Head Electrical Line Crossing at Km 239/500 in Madurai - Tuticorin section of NH-45B in the State of Tamil Nadu.

And WHEREAS the NHAI have agreed to grant such permission on the terms and conditions herein after mentioned.

Now, this agreement witnesses that subject to the conditions hereinafter contained and the part of the Licensee to be observed and performed. NHAI hereby grant to the licensee permission to erection of overhead 33 KV electrical lines in accordance with the predetermined route and the approved drawing and methodology attached hereto as annexure subject to the following conditions, namely:

1. ROW permissions are only enabling in nature. The purpose of extending the way leave facility on the National Highway ROW is not for enhancing the scope of activity of a utility service provider, either by content or by intent. Further enforceability of the permission so granted shall be restricted only to the extent of provisions/scope of activities defined the in the licensee agreement: & for the purpose for which it is granted.
2. No Licensee shall claim exclusive right on the ROW and any subsequent user will be permitted to use the ROW, either above or below or by the utilities laid by the first user, subject to technical requirements being fulfilled. Decision of the Authority in relation to fulfillment of technical requirement shall be final and binding on all concerned parties, In case any disruption/damage is caused to any existing user by the subsequent use, the Authority shall not be accountable or liable in any manner.

For Kshema Power & Infrastructure Company Pvt. Ltd



Authorised Signatory

3. The Licensee shall be responsible for undertaking all activities including, but not limited to site identification, survey, design, engineering, arranging, finance, project management, obtaining regulatory approvals & necessary clearances, supply of equipment material, construction, erection, testing and commissioning. Maintenance and operation and all other activities essential for required for efficient functioning or their own utility/industrial infrastructure facilities.
4. The Licensee shall pay licensee fees @Rs...../Sq m/ month to the Authority. The Licensee fee become payable from the date of handing over of ROW land in the Licensee for laying of overhead electrical line/ utilities/cables/conduits/pipelines for infrastructure/service Provider. As regards Tariff and Terms and conditions for providing common utility ducts along National Highways, there shall be a separate agreement regime.
5. Fee shall have to be paid in advance for the period for which permission is granted for entering into a licensee agreement. In case of removal, rate prevailing at the time of removal shall be charged. Delay in deposition of fee shall attract interest @ 15% per annum compounded annually.
6. Present policy of the MoRTH is to provide a 2.00m wide utility corridor on either side of the extreme edge of ROW. In cases where utility ducts with sufficient space are already available along NH, the utility services shall be laid in such ducts subject to technical requirements being fulfilled.
7. The utility services shall be laid at the edge of the ROW. In case of restricted width of ROW, which may be adequate only to accommodate the carriageway, central verge, shoulders, slopes of embankment drains, other

For Kshema Power & Infrastructure Company Pvt. Ltd



Authorised Signatory

side furniture etc. utility services shall be laid beyond the toe line of the embankments and clear of the drain.

8. The Licensee shall make own arrangement for crossing of cross drainage structure, rivers etc. below the bed. In case this is not feasible, the utility services may be carried outside the railing/parapets and the bridge superstructures. The fixing and supporting arrangement with all details shall be required to be approved in advance from the concerned Highway Administration. Additional cost in account of fixing and supporting arrangement as assessed by Authority shall be payable by the Licensee.
9. In exceptional cases, where ROW is restricted the utility services can be allowed beneath carriageway of service road, If available, subject to the condition that the utility services be laid in concrete ducts, which will be designed to carry traffic on top. The width of the duct shall not be less than one lane. In such cases, it also needs to ensure the maintenance of the utility services shall not interface with the safe and smooth flow of traffic. The cost of operation and maintenance will have to be borne by the Licensee.
10. It is being ensured that at no time there is interference with the drainage of the road land and maintenance of the National Highways. Forwards this, the top of the utility services shall be aesthetically provided for / landscaped with required safety measures as directed by concerned Authority.
11. The utility service shall be permitted to cross the National Highway either through structure or conduits specially built for that purpose. The casing/conduit pipe should as minimum, extend from drain to drain in cuts and toe of slope to toe of slope in the fills and shall be designed in

For Kshema Power & Infrastructure Company Pvt. Ltd



Authorised Signatory

accordance with the provision of IRC and executed following the specifications of the Ministry.

12. Existing drainage structures shall not be allowed to carry the lines across.
13. That the licensee shall at all-time permit any duly authorized officer (or) servant of the NHAI to inspect the said erection/crossing of Overhead Electrical line.
14. The casing services shall cross the national Highways preferable on a line normal to it or nearly so as practicable.
15. The casing/conduit pipe for crossing the road may be installed under the embankment either by boring or digging a trench. Installation by boring method shall be preferred.
16. That incase of any burst or leak of Erection/crossing of Electrical line, the licensee shall bear the entire cost of the restoration or damage caused to the road.
 - a. That the licensee shall be liable for any loss or damage caused to the NHAI by drainage obstruction or any other like caused due to the said erection of electrical pole.
 - b. The backfill shall be completed in two stages (i) side-fill to the level of the top of pipe (ii) Overfill to the bottom of the road crust.
17. The licensee shall ensure making good the excavated trench for laying utility services by proper filling and compacting, so as to restore the land in to the same condition as it was before digging the trench, cleaning

For Kshema Power & Infrastructure Company Pvt. Ltd



Authorised Signatory

debris/loose earth produce due to execution of trenching at least at least 50m away from the edge of the right of way.

18. All required restoration work subsequent to laying of the cable shall be required to be undertaken by the consultation with the Authority as per Predetermined time schedule and quality standards.
19. Prior to commencement of any work on the ground a performance Bank Guarantee @ per sq m with validity of one year initially (extendable if require till satisfactory completion of work) shall have to be furnished by the Licensee to the Authority/its designated agency as a security against improper restoration of group in terms o filling/ unsatisfactory compaction damages caused to other underground in terms of filling/ unsatisfactory compaction damages caused to other underground insulation/ utility services & interference, interruption, disruption or failure caused there of any services etc. In case of the Licensee failing in discharge the obligation of making good of the excavated trench/ other restoration work, the Authority shall have a right to make good the damages caused by excavation at the cost the licensee and recover the amount by forfeiture of the Bank Guarantee.
20. In case the Performance Bank Guarantee is invoked as mentioned above, the Licensee shall be required to replenish and reinstate the required the performance Bank Guarantee within one month of such invoking. In case the work contemplated herein is not completed in the satisfaction of the Authority, which has granted the permission within a period of 11 months from the date of issue of the Bank Guarantee, the Licensee shall either furnish a fresh guarantee or extend the guarantee for a further period of one year. Not with standing this, the Licensee shall be liable to pay full compensation to the aggrieved Authority/its designated agency for any damage sustained by them by reason of the exercise the ROW facility.

For Kshema Power & Infrastructure Company Pvt. Ltd


Authorised Signatory

21. The Licensee shall shift the Overhead Electrical line within 90 days (or as specified by the respective NHAI) from the date of issue of the concerned Authority to shift/relocate the Overhead Electrical line, in case it is so required for the purpose of improvement widening of the road/highway or construction of flyover/bridge and restore the road/land to its original condition at his own cost and risk.
22. The Licensee shall be responsible to ascertain from the respective agency in co-ordination, with Authority regarding the location of other utilities/ underground installations/facilities etc. the Licensee shall ensure the safety and security of already existing Overhead lines/underground installations/utilities/facilities etc. before commencement of the excavation/using the existing cable ducts. The Licensee shall procure insurance from a reputed insurance company against damages to already existing Overhead lines/ underground installations/utilities/facilities etc.
23. The Licensee shall be solely responsible / liable for full compensation/ indemnification of concerned agency/aggrieved Authority for any direct, indirect or consequential damage caused to them/claims or replacements sought for, at the cost and risk of the Licensee. The concerned agency in co-ordination with authority shall also have a right to make good such damages/recover the claim by forfeiture of Bank Guarantee.
24. If the Licensee fails to comply with the condition to the satisfaction of the Authority, the same shall be executed by the Authority at the cost and risk of the Licensee.
25. Grant of Licensee is subject to the Licensee satisfying (a) minimum disruption of traffic and (b) no damage to the highways. As far as possible, the Licensee should avoid cutting of the road for crossing highway, and

For Kshema Power & Infrastructure Company Pvt. Ltd



Authorised Signatory

other roads any try to carry out the work by trenchless technology. In case any damage is caused to the road pavement in this process, the Licensee will be required to restore the road to the original condition at its cost. If due to unavoidable reasons the road needs to be cut for crossing or laying utility services, the Licensee has to execute the restoration work in a time bound manner at its cost either by itself or through its authorized representative in consultative with the Authority as per predetermined time schedule and quality standards. In case of the Licensee failing to discharge the obligation of making of good of the excavated trench/ other restoration work, the Authority shall have a right to make good the damage caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee.

26. The Licensee shall inform/give a notice to the concerned agency designated by the Authority at least 15 days in advance with route details prior to digging trenches, for fresh or maintenance/repair works. A separate performance Bank Guarantee for maintenance/repair works shall have to be furnished by the Licensee.
27. Each day, the extent of digging the trenches should be strictly regulated so that cables are laid and trenches filled up before the close of the work that day. Filling should be completed to the satisfaction of the concerned agency designated by the Authority.
28. The Licensee shall indemnify the concerned agency in co-ordination with authority, against all damages and claims, if any, due to the digging of trenches for laying cable/ducts.
29. The permission for laying utility services is granted maximum for 5 years at a time which a thereafter be considered for renewal. On payment of additional fee at the time of renewal, the permission shall automatically be



renewed, unless defaults exist. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @ 15% per annum compounded annually.

30. The permission shall be valid only for the period it is issued and fee deposited however, the Authority also has a right to terminate the permission or to extent the period of agreement.
31. That the Licensee shall not undertake any work of shifting, repairs or alteration to the utility services without prior written permission of the concerned agency in coordination with the Authority.
32. The permission granted shall not any way be deemed to convey to the licensee any ownership right or any interest in route/road/highway land/property, other than what is herein expressly granted. No use of ROW will be permitted for any purpose other than that specified in the agreement
33. During the subsistence of this Agreement, the Overhead Electrical line/Ducts located in highway land/property shall be deemed to have been constructed and continued only by the consent and permission of the Authority so that the right of the Licensee to the use thereof shall not become absolute and indefeasible by lapse of time.
34. The Licensee shall bear the stamp Duty charged on this Agreement.
35. Three copies of 'as laid drawings' of utilities (hard and soft copies) with Geo-tagged photographs and Geo-tagged video recordings of laying of overhead lines (with respect to the NH) and after complete restoration shall be submitted to the Authority verification and record wit in a month of completion of works.

For Kshema Power & Infrastructure Company Pvt. Ltd



Authorised Signatory

39. The Licensee shall have to provide safety measures like barricading, danger lighting and other necessary caution boards while executing the work.
40. While laying utility services, at least one lane of road shall be kept open to traffic at all times. In case of single lane roads, diversions shall be constructed, If any traffic diversion works are found necessary the working period such diversion shall be provided at the cost of Licensee.
41. After the termination / expiry of the agreement, the licensee shall remove the Overhead electrical line / cable / ducts within 90 days and the site shall be brought back to the original condition failing which licensee shall furnish a Bank Guarantee to the Authority for a period of one year for an amount assessed by the Authority as a security for making good the excavated trench by proper filling and compaction, Clearing debris, loose earth produced due to excavation of trenching at least 50 m away from the edge of the ROW.
42. Any disputes in interpretation of the terms and conditions of this agreement or their implementation shall be referred to the redress mechanism preventing in ministry and decision of the redress mechanism shall be final and binding on all.
43. For PPP Project in case of any financial loss incurred by the respective project concessionaires due to such erection of overhead electrical line / laying and shifting or utility services by the licensee, compensation for the same shall be required to be borne by the Licensee in mutual agreement with the respective project concessionaires. MORTH & NHAI / Implementing Authorities for the project not liable to the concessionaire in any way in this regard.

For Kshema Power & Infrastructure Company Pvt. Ltd



Authorised Signatory

This Agreement has been made in duplicate, each on a Stamp paper;
each party to this agreement has retained one stamped copy each

IN WITNESS WHEREOF THE PARTIES HERE TO HAVE CAUSED THIS
AGREEMENT TO BE EXECUTED THROUGH THEIR RESPECTIVE
AUTHORISED REPRESENTATIVES THE DAY THE YEAR FIRST ABOVE
WRITTEN

For Kshema Power & Infrastructure Company Pvt. Ltd



SIGNED ON **Authorised Signator**
THE AUTHORIZED SIGNATORY
KSHEMA POWER
EKKATTUTHANGAL, CHENNAI

SIGNED SEALED ON
DELIVERED FOR AND
ON BEHALF OF AUTHORITY
NHAI, PROJECT DIRECTOR
TUTICORIN

HOLDER OF GENERAL POWER OF
ATTORNEY DATED.....
EXECUTED IN ACCORDANCE WITH
THE RESOLUTION NO. NIL DATED
PASSED BY THE BOARD OF
DIRECTORS IN THE MEETING HELD ON
IN THE PRESENCE OF (WITNESS);

1.

2.



தமிழ்நாடு தமில்நாடு TAMILNADU

Kshemapower & Infrastructure Company Private
Chennai Limited

DB 097638

R. முத்துலட்சுமி
பொது முத்திரைத்தாள்
விற்பனையாளர்
உரிமம் எண் : 3/96
கோவைப்படி.
15-6-2023

UNDERTAKING

We The Authorized Signatory, Kshema Power and Infrastructure Company Pvt Ltd, Old No 108, New No 94, 13 th Cross Street, Defence Officers Colony, Ekkattuthangal, Chennai-600032 to Erection of overhead Electrical Line Crossing at Km 239/500 in Madurai – Tuticorin section of NH 45-B in the state of Tamil Nadu.

We hereby undertake the standing conditions of NHAI Guidelines.

1. **Not to damage to other utility, if damaged then to pay the Losses either to NHAI or to the concerned agency:** Regarding the location of other Overhead Electrical lines / Pipelines, underground installation / utilities etc. The Authorized Signatory, Kshema Power and Infrastructure Company Pvt Ltd, Old No 108,

For Kshema Power & Infrastructure Company Pvt. Ltd


Authorised Signatory

New No 94, 13 th Cross Street, Defence Officers Colony, Ekkattuthangal, Chennai-600032 shall be responsible to ascertain from the respective agency in coordination with NHAI. The Authorized Signatory, Kshema Power and Infrastructure Company Pvt Ltd, Old No 108, New No 94, 13 th Cross Street, Defence Officers Colony, Ekkattuthangal, Chennai-600032 shall be responsible for safety of all construction works such as erection of towers, stringing of line along and across the NH Road.

2. **Renewal of Bank Guarantee:** The Authorized Signatory, Kshema Power and Infrastructure Company Pvt Ltd, Old No 108, New No 94, 13 th Cross Street, Defence Officers Colony, Ekkattuthangal, Chennai-600032 furnishes a bank guarantee @ Rs. 100 per running meter to the NHAI. For a period of one year initially (extendable if required till satisfactory completion of work) as a security for ensuring/making good the erection of electrical overhead line should be minimum 6.5m vertical clearance as per IRC. No payment shall be payable by the NHAI to The Authorized Signatory, Kshema Power and Infrastructure Company Pvt Ltd, Old No 108, New No 94, 13 th Cross Street, Defence Officers Colony, Ekkattuthangal, Chennai-600032 for clearing debris /loose earth. In case the work contemplated herewith is not completed to the satisfaction of the NHAI, which has granted the permission, within a period of 11 months from the date of issue of the bank guarantee. The Authorized Signatory, Kshema Power and Infrastructure Company Pvt Ltd, Old No 108, New No 94, 13 th Cross Street, Defence Officers Colony, Ekkattuthangal, Chennai-600032 shall either furnish a fresh guarantee or extend the guarantee for a further period of one year. In case of The Authorized Signatory Kshema Power and Infrastructure Company Pvt Ltd, Old No 108, New No 94, 13 th Cross Street, Defence Officers Colony, Ekkattuthangal, Chennai-600032 falling to discharge the obligation



of making good the excavated trench, NHAI shall have an amount by invoking the bank guarantee furnished by The Authorized Signatory, Kshema Power and Infrastructure Company Pvt Ltd, Old No 108, New No 94, 13 th Cross Street, Defence Officers Colony, Ekkattuthangal, Chennai-600032

3. Confirming all standard conditions of NHAI:

i. The period of validity of way leave permission shall be co-terminus with the validity of licensee given by the Ministry of communication/DOT.

ii. Existing CD works shall not be allowed for laying overhead line and shall be crossed by The Authorized Signatory, Kshema Power and Infrastructure Company Pvt Ltd, Old No 108, New No 94, 13 th Cross Street, Defence Officers Colony, Ekkattuthangal, Chennai-600032.

iii. The NHAI has a right to terminate the permission or to extend the period of agreement. In case The Authorized Signatory, Kshema Power and Infrastructure Company Pvt Ltd, Old No 108, New No 94, 13 th Cross Street, Defence Officers Colony, Ekkattuthangal, Chennai-600032 wants shifting, repair or alteration to overhead lines, it will have to furnish a separate bank guarantee.

iv. The Licensee shall not without prior permission in writing from the NHAI Govt of India or its authorized agency undertake any work of Shifting, repairs or alterations to the said erection of overhead line.

v. The permission granted shall not in any way be

For Kshema Power & Infrastructure Company Pvt. Ltd



Authorised Signatory

deemed to convey to The Authorized Signatory Kshema Power and Infrastructure Company Pvt Ltd, Old No 108, New No 94, 13 th Cross Street, Defence Officers Colony, Ekkattuthangal, Chennai-600032 any ownership right or any interest in route/road/highway/land/property, other than what is herein expressly granted.

vi. During the subsistence of this agreement, the laying overhead lines /ducts located in highway land / property shall be deemed to have been constructed and continued only by the consent and permission of the NHAI so that the right The Authorized Signatory, Kshema Power and Infrastructure Company Pvt Ltd, Old No 108, New No 94, 13 th Cross Street, Defence Officers Colony, Ekkattuthangal, Chennai-600032 to the use thereof shall not become absolute and indefeasible by laps of time.

vii. The Authorized Signatory, Kshema Power and Infrastructure Company Pvt Ltd, Old No 108, New No 94, 13 th Cross Street, Defence Officers Colony, Ekkattuthangal, Chennai-600032 shall bear the stamp duly charged for the agreement.

viii. The overhead lines shall not be brought in to use by The Authorized Signatory, Kshema Power and Infrastructure Company Pvt Ltd, Old No 108, New No 94, 13 th Cross Street, Defence Officers Colony, Ekkattuthangal, Chennai-600032 unless a completion a certificate to the effect that the laying pipelines has been laid in accordance with the approved specifications and drawings and the trenches have been filled up to the satisfactions of the concerned agency in co-ordination with the owner has been obtained.

ix. Notwithstanding anything NHAI contained herein this

agreement may be cancelled at any time by the breach of any condition of the same The Authorized Signatory, Kshema Power and Infrastructure Company Pvt Ltd, Old No 108, New No 94, 13 th Cross Street, Defence Officers Colony, Ekkattuthangal, Chennai-600032 shall neither be entitled to any compensation for any loss caused to it by such cancellation nor shall it be absolved from any liability already incurred.

x. The licensee shall have to provide barricading, danger lighting and other necessary caution boards while executing the work and during maintenance. If NHAI is required to do some emergent work, The Authorized Signatory, Kshema Power and Infrastructure Company Pvt Ltd, Old No 108, New No 94, 13 th Cross Street, Defence Officers Colony, Ekkattuthangal, Chennai-600032 will provide an observer within 24 hours. NHAI will not be responsible for any damage of any kind by what so ever means natural or otherwise.

4. The enforceability of the ROW permission granted shall be restricted to the extent of provisions/scope of service contained/defined in the licensee agreement of the licensee with The Authorized Signatory, Kshema Power and Infrastructure Company Pvt Ltd, Old No 108, New No 94, 13 th Cross Street, Defence Officers Colony, Ekkattuthangal, Chennai-600032 and for the purpose for which it is granted. Either by content or by intent the purpose extending this ROW facility is not enhancing the scope of The Authorized Signatory, Kshema Power and Infrastructure Company Pvt Ltd, Old No 108, New No 94, 13 th Cross Street,

For Kshema Power & Infrastructure Company Pvt. Ltd


Authorised Signatory

Defence Officers Colony, Ekkattuthangal, Chennai-600032

5. **Shifting of OHL as and when required by NHAI:** The Authorized Signatory Kshema Power and Infrastructure Company Pvt Ltd, Old No 108, New No 94, 13 th Cross Street, Defence Officers Colony, Ekkattuthangal, Chennai-600032 shall shift the EB Lines within 90 days (or as specified by the respective agency/owner) from the date of issue of the notice by the NHAI, Govt. of India to shift/relocate the Overhead electrical lines. In case, it is so required for the purpose of improvement/widening of the road/route/highway or construction of flyover/bridges and restore the road/land to its original condition at its own cost and risk
6. **Shifting due to 4 lining/widening of NH:** After the termination/expiry of the agreement, The Authorized Signatory, Kshema Power and Infrastructure Company Pvt Ltd, Old No 108, New No 94, 13 th Cross Street, Defence Officers Colony, Ekkattuthangal, Chennai-600032 shall remove the Overhead electrical lines within 90 days and the site shall be brought back to the original condition failing which The Authorized Signatory Kshema Power and Infrastructure Company Pvt Ltd, Old No 108, New No 94, 13 th Cross Street, Defence Officers Colony, Ekkattuthangal, Chennai-600032 will lose the right to remove the overhead electrical lines. However before taking up the work of

For Kshema Power & Infrastructure Company Pvt Ltd



Authorised Signatory

removal of overhead lines The Authorized Signatory, Kshema Power and Infrastructure Company Pvt Ltd, Old No 108, New No 94, 13 th Cross Street, Defence Officers Colony, Ekkattuthangal, Chennai-600032 shall furnish a bank guarantee to the owner for a period of one year for an amount assessed by the owner for making good the erection of electrical overhead lines should be 6.5m vertical clearance.

7. Traffic movement during laying of OHL to be managed by the

applicant: If any traffic diversion works are found necessary during the working period such diversion shall be provided at the cost of The Authorized Signatory, Kshema Power and Infrastructure Company Pvt Ltd, Old No 108, New No 94, 13 th Cross Street, Defence Officers Colony, Ekkattuthangal, Chennai-600032

8. If any claim is raised by the concessionaire then the same has

to be paid by the applicant: The Authorized Signatory, Kshema Power and Infrastructure Company Pvt Ltd, Old No 108, New No 94, 13 th Cross Street, Defence Officers Colony, Ekkattuthangal, Chennai-600032 Executive shall be solely responsible/liable for full compensation/indemnification of concerned agency/aggrieved owner for any direct, indirect or consequential damage caused to them/claims or replacement sought for, at the cost and risk of The Authorized Signatory Kshema Power and Infrastructure Company Pvt Ltd, Old No 108, New No 94, 13 th Cross Street, Defence

For Kshema Power & Infrastructure Company Pvt. Ltd



Authorised Signatory

Officers Colony, Ekkattuthangal, Chennai-600032 The concerned agency in co-ordination with NHAI shall also have a right to make good such damages/recover the claims by way of invoking of bank guarantee furnished The Authorized Signatory Kshema Power and Infrastructure Company Pvt Ltd, Old No 108, New No 94, 13 th Cross Street, Defence Officers Colony, Ekkattuthangal, Chennai-600032 fails to comply with the condition 5 and above to the satisfaction of the NHAI, the same shall be got executed by the NHAI at the risk and cost of The Authorized Signatory, Kshema Power and Infrastructure Company Pvt Ltd, Old No 108, New No 94, 13 th Cross Street, Defence Officers Colony, Ekkattuthangal, Chennai-600032 The Authorized Signatory, Kshema Power and Infrastructure Company Pvt Ltd, Old No 108, New No 94, 13 th Cross Street, Defence Officers Colony, Ekkattuthangal, Chennai-600032 hereby do undertake to furnish a performance bank guarantee@ 100/- per meter for a period of one year initially (extendable if required till satisfactory completion of work) as a security against improper restoration of ground in terms of filling/unsatisfactory compaction/damages caused to other underground installation utility services & interference Interruption, disruption of failure caused thereof to any services etc. in case, The Authorized Signatory, Kshema Power and Infrastructure Company Pvt Ltd, Old No 108, New No 94, 13 th Cross Street, Defence

For Kshema Power & Infrastructure Company Pvt. Ltd



Authorised Signatory

Officers Colony, Ekkattuthangal, Chennai-600032 failing to discharge the obligation of making good the damages caused due to excavated trench, the NHAI shall have a right to make good the damages caused due to excavation at The Authorized Signatory, Kshema Power and Infrastructure Company Pvt Ltd, Old No 108, New No 94, 13 th Cross Street, Defence Officers Colony, Ekkattuthangal, Chennai-600032 and recover the amount by invoking the bank guarantee. In case the work contemplated is not completed to the satisfaction of NHAI, which has granted the permission within a period of 11 months from the date of issue of the bank guarantee. The Authorized Signatory, Kshema Power and Infrastructure Company Pvt Ltd, Old No 108, New No 94, 13 th Cross Street, Defence Officers Colony, Ekkattuthangal, Chennai-600032 shall either furnish a fresh guarantee or extend the guarantee for a further period of one year.

9. Not to damage to other utility, if damaged, then to pay the losses either to NHAI or to the concerned agency.
10. We shall inform the officers of NHAI at least 15 days in advance before starting the work.
11. We shall not, without the prior permission in writing of the concern officers of the NHAI undertake the any shifting and other alteration works of this erection of power lines.
12. NHAI shall not be responsible for any damage caused to the power

For Kshema Power & Infrastructure Company Pvt. Ltd.


Authorized Signatory

supply lines or by any activity of our side on the permitted highway. The parties are agreed that we are laying the power supply lines on the permitted highway at its own cost.

13. The excavated tower pit shall be properly back filled, so as to restore the land in the same in the condition as it was before the excavation of the pits and shall clear the debris/loose earth produced from the execution of the tower erection lines.

14. In case the work contemplated is not completed to the satisfaction of. NHAI, which has granted the permission within a period of 11 months from the date of issue of the bank guarantee. The Authorized Signatory, Kshema Power and Infrastructure Company Pvt Ltd, Old No 108, New No 94, 13 th Cross Street, Defence Officers Colony, Ekkattuthangal, Chennai-600032 shall either furnish a fresh guarantee or extend the guarantee for a further period of one year.

15. We will relocate the overhead electrical lines/utilities at our own cost notwithstanding the permission granted within such times as is stipulated by NHAI for future six lining or any other development.

16. We The Authorized Signatory, Kshema Power and Infrastructure Company Pvt Ltd, Old No 108, New No 94, 13 th Cross Street, Defence Officers Colony, Ekkattuthangal, Chennai-600032 hereby undertake that the existing avenue plantation is not affect due to

For Kshema Power & Infrastructure Company Pvt. Ltd


Authorized Signatory

the present proposed erection of overhead electrical line Crossing at Km 239/500 of Madurai to Tuticorin section of NH-45B in the State of Tamil Nadu.

17. We The Authorized Signatory, Kshema Power and Infrastructure Company Pvt Ltd, Old No 108, New No 94, 13 th Cross Street, Defence Officers Colony, Ekkattuthangal, Chennai-600032 hereby undertake to erection of electrical supply line will not have any deleterious effects on any of the bridge components and road way safety for traffic.

18. We agree indemnity against all damages and claims clause XXIV

19. We are confirming the standard conditions of NHAI 's Guidelines.

20. We shall be responsible for shifting of the electrical line as and when required by NHAI at their own cost.

21. We undertake that vertical clearance shall be 6.50 Meter above from FRL

22. We The Authorized Signatory, Kshema Power and Infrastructure Company Pvt Ltd, Old No 108, New No 94, 13 th Cross Street, Defence Officers Colony, Ekkattuthangal. Chennai-600032 hereby undertakes that the pay the fee/rent as mentioned in the Ministry's Guidelines Lr. No. RW/NH-33044/27 2005-S&R(R) dated 21-09-2010 as and when asked by NHAI.

23. We The Authorized Signatory, Kshema Power and Infrastructure

For Kshema Power & Infrastructure Company Pvt. Ltd



Authorised Signatory

Company Pvt Ltd, Old No 108, New No 94, 13 th Cross Street, Defence Officers Colony, Ekkattuthangal, Chennai-600032 hereby undertakes that crossings of all cross roads at grade separators, at grade junctions and wherever required and in the buildup areas as per the instructions of NHAI officials.

24.Lr.No. RW/NH-33044/27/2005-S&R® dated 21.09.2010 as and when asked by NHAI. Reference circular issued by Ministry of Road Transport & Highways, GOI, Circular No. RW/NH-33044/27/2005-S&R® dated 21st September 2010. Where in, the last paragraph that "The Highway Administration Rules 2004 will be modified according this circular will come in to effect from the date of notification of the modified "Highway Administrative Rule". So we hereby give our consent to abide by the content of this circular from the date of its notification by MoRT&H,GOI and agree to pay the ground rent any other charges applicable for the section as applied by us.

For The Authorized Signatory, Kshema Power and Infrastructure Company Pvt Ltd, Old No 108, New No 94, 13 th Cross Street, Defence Officers Colony, Ekkattuthangal, Chennai-600032

For Kshema Power & Infrastructure Company Pvt. Ltd



Authorised Signatory

भारतीय गैर न्यायिक

1

एक सौ रुपये

Rs. 100

रु. 100

ONE
HUNDRED RUPEES



सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

தமிழ்நாடு தமிழ்நாடு TAMILNADU

11.9 APR 2023

18.0007-

Kshema Power AND

Infrastructure Company

Private Limited

Chennai

CK 459846

P. Sathish P. Sathish

முத்துப்பாளையம் சிவில் பொதுப்பணித் துறை
74, மதுரை வீதி, சென்னை-600 032
உரிமம் எண்: 3 of 1997

POWER OF ATTORNEY

BE IT KNOWN TO ALL BY THIS INSTRUMENT that I, **SATHEESH BASANT**, son of Mr.Kuttappan, residing at CN.122A, Lovely Haven, Angamaly, Church Nagar First Street, Parakkadavu, Ernakulam, Kerala-683 572, India, Managing Director and duly constituted Attorney of M/s Kshema Power & Infrastructure Company Private Limited, No.94, 13th Cross Street, Defense Officers Colony, Ekkattuthangal, Chennai-600 032, India do hereby delegate my power under my Power of Attorney to **Mr.SRIRAM MARUTHI.S**, son of Mr.Sivanu, residing at 7/103 I, Deivanai Nagar, Near Karthikeyan Nagar, Reddiarpatti, Tirunelveli-627 007, Tamilnadu, India, also an employee of our Company at Project execution, to do perform and execute the acts and things hereunder mentioned:



- (1) To sign all documents related to Right of Way Permission for NH Crossing of Panther conductor in the District of Thoothukudi, Tamilnadu.
- (2) To negotiate on behalf of the Company for the above matters.
- (3) To sign and accept all documents related to the above matters.

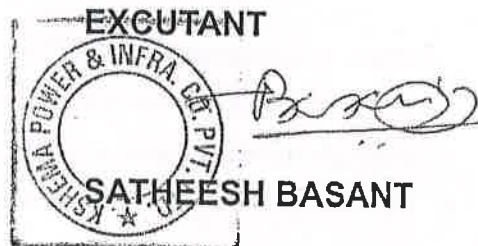
AND I hereby agree that all the deeds and things lawfully done by my said attorney shall be construed as acts, deeds and things done by the company and undertake to ratify and confirm all whatsoever the said Attorney shall lawfully do or cause to be done by virtue of the power hereby given.

This POA shall be valid only for the purpose it's issued and till Mr. SRIRAM MARUTHI.S, is in employment with the company, whichever is earlier.

IN WITNESS WHEREOF I signed the deed on this 14th day of June 2023 at Chennai.

J. S. Maruthi S

Signature of Mr. SRIRAM MARUTHI. S



Witness:

1. SARATH KUMAR. S. *Sarath Kumar S*

2. S. Sathish, S/o. Sathivel, Muthukrishnapuram, Kachasaram,

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF KSHEMA POWER AND INFRASTRUCTURE COMPANY PRIVATE LIMITED HELD ON SATURDAY, THE 14TH DAY OF APRIL, 2023, AT CN 122A, LOVELY HAVEN CHURCH NAGAR, STREET - 1, ANGAMALY ERNAKULAM, KERALA - 683572, INDIA AT 11.00 A.M.

AUTHORIZATION TO ISSUE POWER OF ATTORNEY

"RESOLVED THAT approval of the Board is hereby given to issue Power of Attorney in favour of the Company's Executives or other Managerial Personnels, to enter into contract works or undertake any projects with various Ministries/departments/Authorities of Central and State Governments, Quasi departments, Government undertaking Public sectors, Private sectors and other organisation, etc on behalf of the Company for the Financial Year 2023-24."

"RESOLVED FURTHER THAT the powers so delegated under the Power of Attorney shall be specific and limited to the particular project or matter and not to be a general Power of Attorney."

"RESOLVED FURTHER THAT Mr. Satheesh Basant (DIN: 01718676), Managing Director and Mr. Abhinand Basant (DIN: 06549023), Whole Time Director of the Company are hereby jointly and severally authorized to issue the Power of Attorney in favour of such Executives or other Managerial Personnels from time to time as per the requirements of the business transactions of the Company."

// CERTIFIED TRUE COPY //

FOR KSHEMA POWER AND INFRASTRUCTURE COMPANY PRIVATE LIMITED


SATHEESH BASANT
DIN: 01718676
MANAGING DIRECTOR



Resize Text - + Reset

Screen Reader



பதிவுத் துறை
REGISTRATION DEPARTMENT

தமிழகப் பொதுப் பதிவுத் துறை
TAMIL NADU



9498452110 / 9498452120 /
9498452130

(Monday to Friday 10 AM to 5.45 PM,
excluding Government holidays)

1800 102 5174
contact:
(Monday to Friday 8 AM to 8 PM, Saturday 10
AM to 5 PM excluding Government holidays)

The information provided Online is updated and no physical visit is required for the Services provided Online.

Home

About us

Registration

E-Services

Circulars

Guideline Value

Sitemap

Help

More

Guideline Search

Search Criteria :

Zone: THIRUNELVELI
Guideline Village: JAGAVEERAPANDIYAPURAM
Revenue District: THOOTHUKKUDI
Street/Survey Number: 61
Sub Registrar Office: OTTAPIDARAM
Revenue Villa e: JEGAVEERAPANDIAPURAM
Revenue Taluka: OTTAPIDARAM

5 items found, displaying all items.
1

Sr.No.	Survey/Subdivision No.	Guideline Value (₹) (British Value)	Guideline Value (₹) (Metric Value)	Land Classification	Effective Start Date	G.O. Download
1	61/1A	271145/ Acre	670000/ Hectare	Dry Well Irrigation Type - I	01-Apr-2023	-

Sr.No.	Survey/Subdivision No.	Guideline Value (₹) (British Value)	Guideline Value (₹) (Metric Value)	Land Classification	Effective Start Date	G.O. Download
2	61/1B	271145/ Acre	670000/ Hectare	Dry Well Irrigation Type - I	01-Apr-2023	-
3	61/2A	299475/ Acre	740500/ Hectare	Dry Special Type - I	01-Apr-2023	-
4	61/2B	299475/ Acre	740500/ Hectare	Dry Special Type - I	01-Apr-2023	-
5	61/3	246865/ Acre	610500/ Hectare	Dry Maanavari Lands Type - I	01-Apr-2023	-

Back

Online Services

Encumbrance Certificate

Search

Stamp Vendor
Search/View EC
Society
Chit Funds
Marriage
Birth and Death
Firm

Duty and Fees

Duty and Fees

Reference

Citizen Charter
Tell me How
User Manual

Download

Utility Forms
Circulars
Latha Font
Typewriter Interface Tool
Typewriter Interface Manual
Rupee Symbol
Cyber Security Awareness
Safe and Ethical AI

TamilNadu Blockchain Policy
Cyber Security Policy

External Links

National Portal
Cyber Resilience
Cyber Security Incident Reporting
Electronic/Digital Signature facility

Legal Information

Terms & Conditions
Privacy Policy
Hyper Linking Policy
Copyright Policy

Quick Contact

Address:

No.100, Santhome High Road, Chennai-600028, Tamil Nadu, India

Telephone: 044-24640160

Fax: 044-24642774

E-mail: helpdesk@tnreginet.net

"Bribe giving and receiving is an offence. Complaints about demand for bribe may be made in person or over phone to the directorate of Vigilance and Anti-corruption, No.293, M.K.N.Road, Alandur, Chennai-16 or to the local Vigilance Office. Website: www.dvac.tn.gov.in"
Phone Nos: (044) 22310989/22321090/22321085/22342142; FAX: 044-22321005.

"For Election Related Information : www.elections.tn.gov.in"

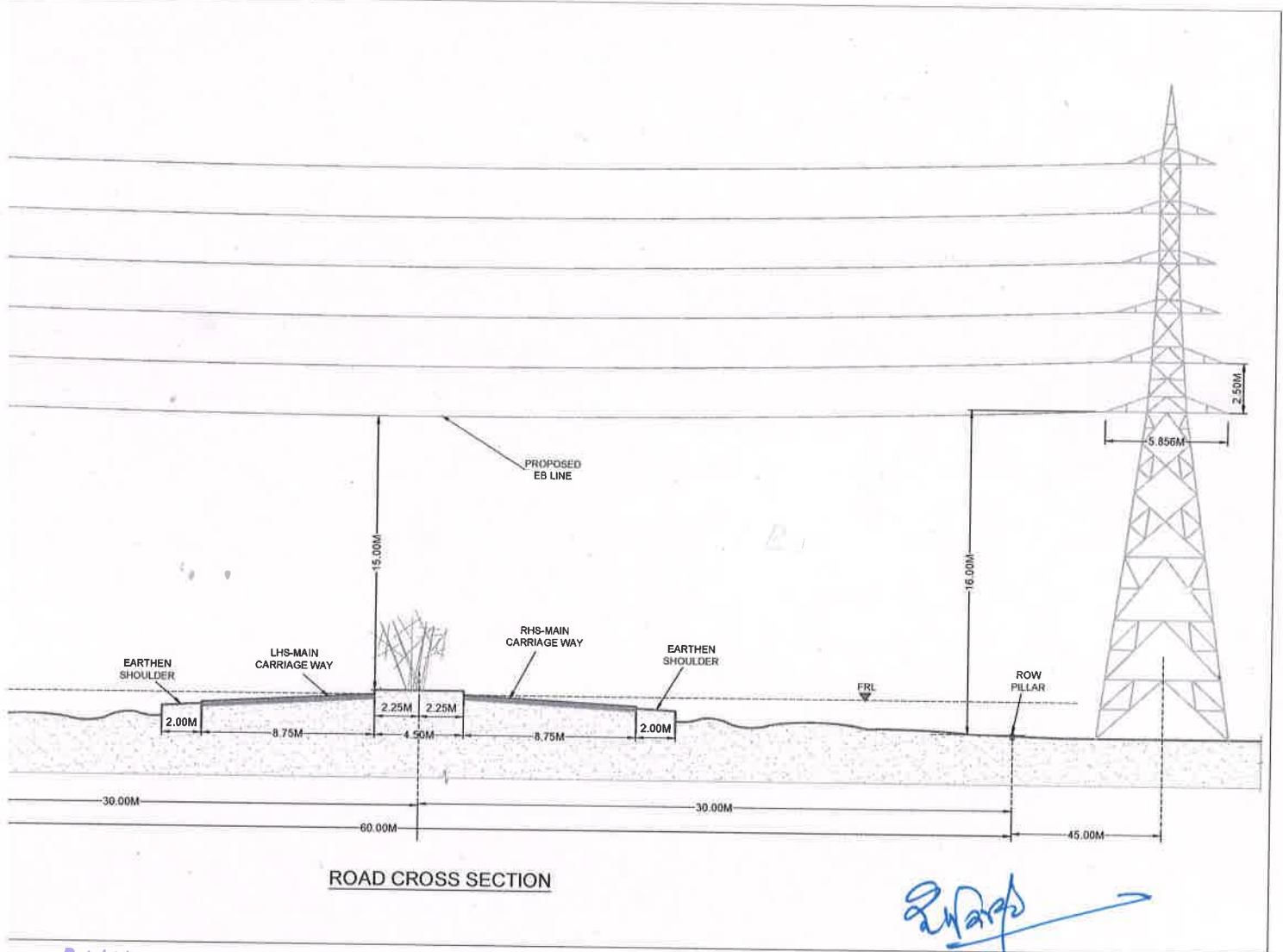
Disclaimer: The contents of the website have been prepared with due care and with reference to the Acts and Rules. However in case of any error or omission, the Department cannot be held responsible. The contents of the site are of informative in nature.

© Content Owned by Registration Department, Government of TamilNadu.

Site Maintained by Tata Consultancy Services Ltd.

Best Viewed in Internet Explorer 10.0 and above at resolution 1366 x 768

Last Updated on 12/06/2023

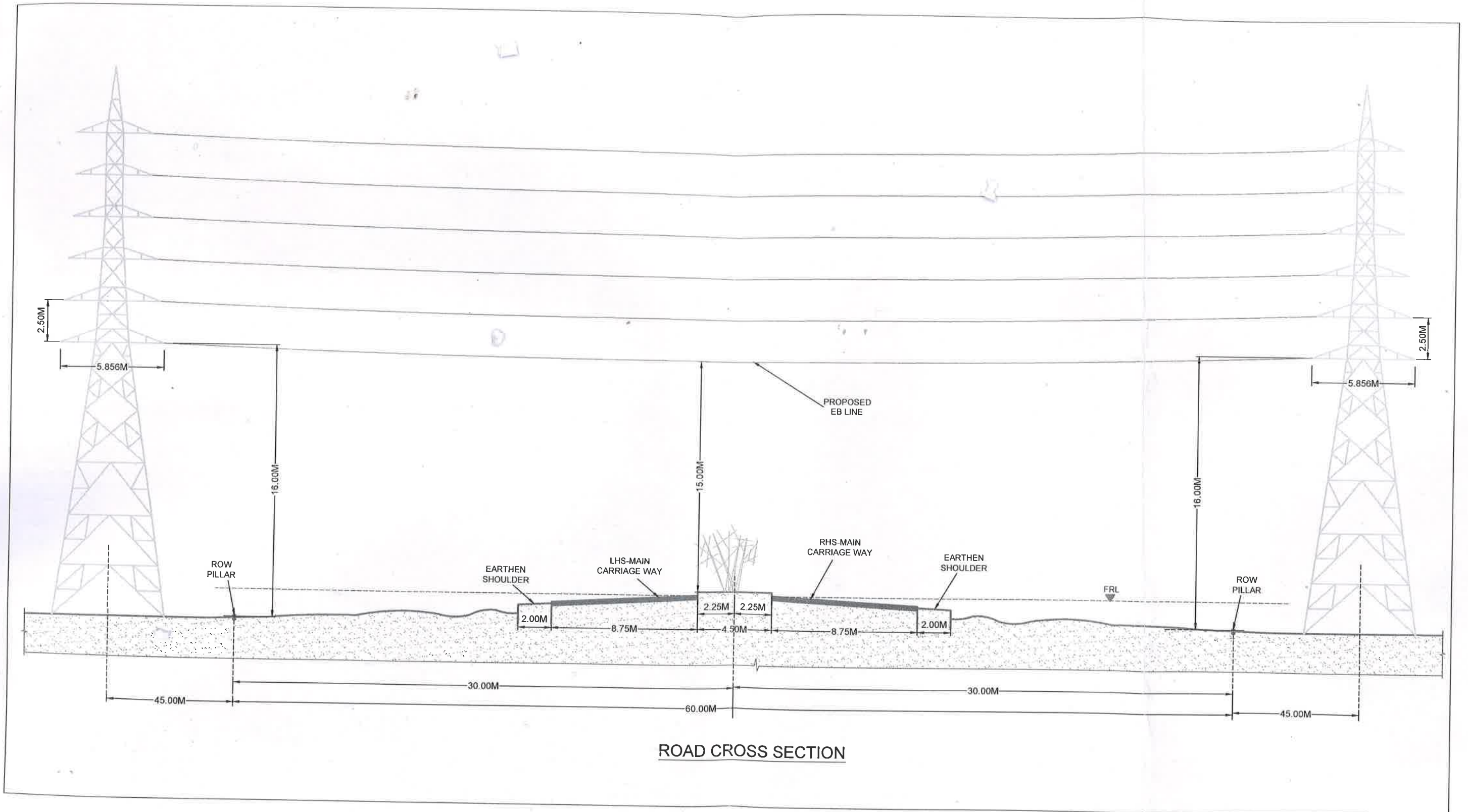


ROAD CROSS SECTION

[Signature]
Y.A. RAUT
 Project Director
 NHAI, PIU - Tuticorin

Company Pvt. Ltd.

Signatory



ROAD CROSS SECTION

For Kshema Power & Infrastructure Company Pvt. Ltd

[Signature]
 Authorised Signatory

[Signature]
Y.A. RAUT
 Project Director
 NHAI, PIU - Tuticorin