



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)
National Highways Authority of India
(Ministry of Road Transport and Highways, Government of India)
क्षेत्रीय कार्यालय, मदुरै / **Regional Office, Madurai**
दूसरा व तीसरा तल, विजय कृष्णा प्लाजा, सं. 1, लेक एरिया, मेलुर मैन रोड, माटुतावनी, मदुरै - 625107
2nd & 3rd Floor, Vijay Krishna Plaza, No. 1, Lake Area, Melur Main Road, Mattuthavani, Madurai - 625107
दूरभाष / Tele : +91-452-2588999 वेब / Website : www.nhai.gov.in ई.मेल / E-mail: romadurai@nhai.org



NHAI/15018/3.7/03/2025/RO Madurai/E:277211/ 591

1st April, 2025

INVITATION OF PUBLIC COMMENTS

विषय: भाराराप्रा - क्षे.का. मदुरै- पकाई, तूतीकोरिन - Four laning of Tuticorin - Tirunelveli Section of NH-138 in the state of Tamil Nadu- Proposal for erection of 33KV electrical lines with 2 Nos of M+ Type Poles across the road @ Km 25/080 by using Overhead method by M/s Renfro Energy India Pvt. Ltd. in Tuticorin - Tirunelveli Section of NH-138 in the state of Tamil Nadu - Invitation of Public Comments - Reg.

प्रसंग: PD, Tuticorin Lr. No. 11015/NHAI/PIU/TUT/2025/319 dated 13.03.2025.

The Proposal is regarding permission for erection of 33KV electrical lines with 2 Nos of M+ Type Poles across the road @ Km 25/080 by using Overhead method in Tuticorin - Tirunelveli Section of NH-138 in the State of Tamil Nadu by M/s Renfro Energy India Pvt. Ltd., Tirunelveli has been submitted to this office by the PD, Tuticorin Lr. No. 11015/NHAI/PIU/TUT/2025/319 dated 13.03.2025 in accordance with Ministry's latest guidelines dated 22.11.2016.

2) The alignment proposed by M/s Renfro Energy India Pvt. Ltd., Tirunelveli for erection of 33KV electrical lines with 2 Nos of M+ Type Poles across the road @ Km 25/080 by using Overhead method in Tuticorin - Tirunelveli Section of NH-138 is as detailed under:

Stretch in Km	Length (m)	Available ROW (m)	Distance of erection from C/L (m)		Remarks
			LHS	RHS	
Across NH-38: Km 25/080	45	45	-	-	Over Head Line with minimum vertical clearance is 15.00 m from FRL using M+ tower.

3) The Right of Way is 45 m in the aforesaid stretch. M/s Renfro Energy India Pvt. Ltd., Tirunelveli has proposed for erection of 33KV electrical lines with 2 Nos of M+ Type Poles across the road @ Km 25/080 by using Overhead method in Tuticorin - Tirunelveli Section of NH-138 in the State of Tamil Nadu which is in conformity with Ministry's guidelines dated 22.11.2016.

Page 1 of 2

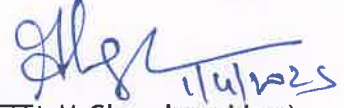
4) M/s Renfa Energy India Pvt. Ltd., Tirunelveli has furnished an Undertaking that they will not cause damage to any other Utility and if any damage, then have to pay the loss to NHAI or concerned agency. Further, mentioned that M/s Renfa Energy India Pvt. Ltd., Tirunelveli will shift the Over Head line EB lines/Poles when requested by the NHAI at their own cost.

5) As per the guidelines issued by the Ministry vide letter No.RW/NH-33044/29/2015/ S&R(R) dated 22.11.2016 the proposal submitted by the applicant will be made available for public comments and the comments is invited within 30 days from the day of uploading.

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.

भवदीय



(एम चंद्रशेखर | M Chandrasekhar)

उप महाप्रबंधक (तक) | Dy. General Manager (Tech)

क्षे.का. मदुरै | RO-Madurai

संलग्न: As above

प्रतिलिपि:

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

List of Correspondences							
Receipt No. / Issue No.	Subject	Type	Marked As	Attached On	Issued On	Pages	Remarks
1218356/2025/PIU - TUTICORIN	Renfra Energy	Receipt		13/03/2025 08:11 PM		1-76	for submission



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



परियोजना कार्यान्वयन इकाई - तूतीकोरिन / Project Implementation Unit - Tuticorin
तूतीकोरिन-तिरुनेलवेली NH-138, थट्टपारई विलक्कु, पुदुकोट्टई पी.ओ., तूतीकोरिन - 628 103
Tuticorin-Tirunelveli NH-138, Thattaparai Vilakku, Pudukottai P.O., Tuticorin - 628 103
दूर/Tele: 0461 2340968 ई मेल/E mail: piututynhai@gmail.com, tuticorin@nhai.org वेब/Web: www.nhai.gov.in

Ref: 11015/NHAI/PIU/TUT/2025/319

Date: 13.03.2025

सेवामें | 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.

विषय | SUB: भाराराप्रा- पकाई- तूतीकोरिन - NHAI-PIU-TUTICORIN- Four laning of Tuticorin - Tirunelveli Section of NH-138 in the state of Tamil Nadu- Proposal for erection of 33KV electrical lines with 2 Nos of M+ Type Poles across the road @ Km.25+080 by using Overhead method in Tuticorin - Tirunelveli Section of NH-138 in the state of Tamil Nadu- **Permission Requested - Reg.**

प्रसंग | Ref: 1. The Authorized Signatory, M/s. Renfra Energy India Private Limited, Tirunelveli Letter dated Nil (received on 20.02.2025).
2. RE, M/s. Bloom Companies, Tirunelveli Lr. No. Bloom/SC/Tuticorin -Tirunelveli/NH-138/NHAI/2025/046, dated: 25.02.2025.

महोदय | Sir,

It is to submit that the Authorized signatory, M/s. Renfra Energy India Private Limited, Tirunelveli wherein the proposal for seeking permission for the erection of 33KV M+ Type poles across the road at Km.25/080 on Tuticorin - Tirunelveli Section of NH-138.

2. The proposal was forwarded to Supervision Consultant for field verification, the SC has recommended vide their letter dated 25.02.2025, subsequently, the proposal was examined by this office as well as authority's engineer as per Ministry's Circular No. RW- NH/33024/29 /2015/S&R @ dated 22.11.2016 and subsequent Amendment dated 17.04.2023 other circulars and the following points are made:

- The Authorized Signatory, M/s. Renfra Energy India Private Limited, Tirunelveli has proposed for erection 33KV Electrical tower across the road at Km.25/080 on Tuticorin - Tirunelveli Section of NH-138.
- The said proposal has been submitted in MoRTH NOC Portal and its application no. 20250108/2/15/14933/14141.
- The width of Existing available ROW is 45 m.

National Highways Authority of India

- iv. The track rent and restoration charges to be collected from the agency are calculated as per the MoRT&H Guideline/Circular No.RW/NH-33044/29/ 2015/S&R (R) dated 22.11.2016.
- v. The cost of restoration charges for the erection of 33KV electrical Line crossing is worked out as **Rs.1,00,675/- (Rupees One Lakh Six Hundred Seventy-Five only)** for which the applicant is required to furnish the BG having validity up to one (1) year as per the **Annexure-I.**
- vi. The track rent to be collected for the erection of a 33KV electrical Line along/across the road is worked out for five years as **Rs.56,371/- (Rupees Fifty Six Thousand Three Hundred and Seventy one Only)** for which the applicant is required to be remitted in Bharatkosh Portal valid for up to Five (5) years period as per the **Annexure-II.**

3. In furtherance to the undertaking submitted by the applicant and the standard conditions indicated in the Policy matter or in the license deed, additional conditions are pertinent to be included in the proposal as under:

- i. It shall be the responsibility of the agency (applicant) to ensure the safety of the Highway traffic against the hazards of the high voltage lines. The proposed site shall be open for inspection of NHAI, and the instructions imparted by officials of NHAI has to be followed by the agency and the Ministry shall not be responsible for any financial liability on this account.
- ii. Prior approval of the Highways Authority shall be shifting or repairs, or alterations, to be obtained before undertaking any work of installation, utility lines located in the National Highway right-of-ways (ROW).
- iii. Expenditure, if any, incurred by the Highway Authority for repairing any damage caused to the National Highways by the laying, maintenance of shifting of the utility line will be borne by the agency owning the line.
- iv. If 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 Highway Authority at the cost of the agency owning the utility line within a reasonable time (not exceeding 60 days) of the intimation given. Also the road land shall be restored to its original condition by agency when required to do so by the Govt. of India or any person authorized on its behalf and agency shall not be entitled to any compensation on account of such removal or restoration.
- v. The road shall be kept in traffic worthy condition during construction/laying period and the traffic should continuously move safety and without hindrance move safety and without hindrance.



National Highways Authority of India

- vi. The Applicant will modify crossing of Transmission Line at its own cost as per revision (revised time to time) of specifications and guidelines issued by IRC: 32, as well as IS Code: 5613 and CEA regulations 2023.
- vii. In case of laying along the NH, many cross-road junctions shall be encountered. At all such locations laying shall be done through HDD/overhead crossing (by fulfilling minimum clearance criteria) and no dismantling of cross-road shall be allowed in any case, as these junction has been developed by NHAI and thus any damage to the same shall not be allowed in any case. Further, in locations of bus lay bye/truck lay bye/bus shelters, the laying shall be done toward the extreme edge of ROW, and no damage shall be caused to these assets and no laying shall be done underneath the Bituminous Concrete.
- viii. Laying along the NH ROW shall be allowed beyond the toe line of the embankment and drains only that too at the extreme edge of the Row as indicated in drawings.
- ix. No utility service shall be laid over existing culverts and bridges except through the utility ducts where such provision exists. In case of absence of such provisions, the Licensee shall make his own arrangement for crossing of cross drainage structure, rivers, etc. below the bed. As an additional measure all such location of minor bridges and Major Bridges has already been deleted from the proposal and applicant shall be required to ensure laying at own arrangement after seeking necessary approval from Concerned Department, as may be applicable. The safety precaution for carrying out HDD shall be ensured by the Applicant has brought out in MoRTH Policy dated 17.04.2023.
- x. No laying shall be allowed underneath/over the drain or service road of the NH in any case. No additional distribution lines shall be laid without specific approval of the Competent Authority.
- xi. It shall be the responsibility of the applicant, to ensure clearance from all statutory departments such as Forest Department, Water Resource Department etc as may be applicable and as mandated by law.
- xii. No damage shall be caused to NH asset such as drain, embankment, carriageway or any road furniture on the NH for this proposed laying along/across the NH ROW. The Utility shall be laid at edge of NH ROW and Removal of Encroachment if any shall be the responsibility of the applicant.



National Highways Authority of India

- xiii. While laying the line, the applicant must ensure that the extent of digging of the trenches should be strictly regulated so that utility services are laid, and trenches filled up before the close of the work that day. The filling should be completed to the satisfaction of the Engineer of Project/NHA and Concessionaire on daily basis.
- xiv. In the section under consideration, the plantation has been carried out by the Forest Department, however if any plantation of the NHA being maintained by the Concessionaire is disturbed/damaged/removed, then the applicant shall be liable to pay damages Rs 2500/- Per plant and in case of failure of agency to deposit the same, it shall be recovered from the BG submitted by the applicant.
- xv. The bank guarantee is submitted as a security against (1) Improper restoration of ground in terms of filling/unsatisfactory compaction (1) damages caused to any asset of NHA (inter alia including plantation) (i) damage caused to any other underground installations/utility services (v) interference, interruption, disruption or failure caused thereof to any services etc. The BG can be forfeited by the Authority in case the work is not carried out as per the conditions imposed by the Approving Authority, the conditions of working permission and executed licence deed for which the Licensee shall not have any right to make objections/claim in the matter.
- xvi. In case of any damage caused to any asset if Authority (inter alia including plantation), the working permission shall be withdrawal till proper restoration to the satisfaction of Authority and in case of failure of applicant to ensure proper rectification, the amount shall be forfeited by the Authority from the Bank Guarantee submitted by the applicant for which the Licensee shall not have any right to make objections/claims.
- xvii. In case, the Performance Bank Guarantee is invoked as mentioned above, the Licensee shall be required to replenish and reinstate the required Performance Bank Guarantee within one month of such invoking failing which the permission may be cancelled by the Highway Administrator for which the Licensee shall neither be entitled to any claims, nor shall it be absolved from any liability already incurred. The Licensee shall be liable to pay full compensation to the Authority (as assessed by the Authority) for any damage sustained by the Authority by reason of the exercise of the Row facility by the applicant.
- xviii. The Licensee shall ensure the safety and security of already existing underground installations/utilities/ facilities etc. before commencement of the excavation/using the existing cable ducts and the Licensee shall procure insurance from a reputed Insurance company against damages to already existing underground installations/utilities/facilities etc. 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

National Highways Authority of India

sought for, at the cost and risk of the Licensee. The concerned agency in coordination with Authority shall also have a right make good such damages/recover the claims by forfeiture of Bank Guarantee.

- xix. In terms of clause-7 of MORTH Guideline dated 22.11.2016, the utility services shall be made operational by the Licensee only after a completion certificate to the effect is issued by the Highway Administration that the utility services has been laid in accordance with the approved specifications and drawings and the trenches have been filled up to the satisfaction of the concerned agency in co-ordination with the Authority.
- xx. For the purpose of completion certificate, three copies of 'as laid drawings of utilities (hard) and soft copies) with geo-tagged photographs (@every 100m interval and at each crossing) and geo-tagged video recordings (Date wise) of laying of cables in the trench (with respect to the NH) shall be submitted after complete restoration shall be submitted to the Authority for verification/record within a month of completion of works.
- xxi. The Bank Guarantee shall be returned only after issuance of completion certificate by the Highway Administration.
- xxii. The permission can be cancelled at any time by Authority for breach of any condition brought out above and for any condition imposed by Competent Authority while granting approval and working permission or licence agreement. Licensee shall not be entitled to any compensation for any loss caused to it by such cancellation not shall it be absolved from any liability already incurred.
- xxiii. Applicant shall ensure videography during the execution of the work and the same shall be compulsorily submitted to this office within 24 hrs, after completion of the work.
- xxiv. The site will be restored to the original condition by the utility department itself.

Proposal	Non-Refundable Licence Fee (for 5 years)	Performance Bank Guarantee (Refundable)
Erection of 33KV electrical Tower across the road at Km.25/080	Rs.56,371/-	Rs.1,00,675/-



National Highways Authority of India

4. In view of the above, it is requested that the necessary permission may please be granted to the Authorized signatory, M/s. Renfra Energy India Private Limited, Tirunelveli has proposed for erection 33KV Electrical tower across the road at Km.25/080 on Tuticorin - Tirunelveli Section of NH-138 in the state of Tamil Nadu at an early date.

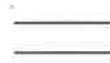
Enclosure: 1 No Proposals and references.

भवदीय
13/08/2025
परियोजनानिदेशक | PROJECT DIRECTOR
पकार्ड- तूतीकोरिन | PIU - TUTICORIN

Annexure-I

RESTORATION CHARGES

SL. NO	NAME OF VILLAGE	CHAINAGE IN KM		SIDE	LENGTH (L)	DIA OF THE PIPE	UTILIZED NH LAND	RESTORATION CHARGES PER	LICENSE FEE (PRIVATE
		FROM	TO						
	Across the road								
1	Chettimallanampatti	25.080		Crossing	45	1.5	67.50	100.00	675.00
Restoration charges per crossing Rs.1,00,000					No.of Crossing	1	100000		100000.00
TOTAL									100675.00

Annexure-II

LICENSE FEES FOR PRIVATE UTILITY

Utilized NH Land area X Prevailing Circle Rate of Land per Unit area X 10% per annum

Utilized NH Land area X Prevailing Circle Rate of Land per Unit area X 10% per annum									
SL. NO	NAME OF VILLAGE	CHAINAGE IN KM		SIDE	LENGTH (L) (in m)	DIA OF THE PIPE	UTILIZED NH LAND	PREVAILI NG	LICENSE FEE (PRIVATE
		FROM	TO						
	Across the road								
1	Chettimalanampatti	25.080		Crossing	45	1.5	67.50	49.45	333.79
TOTAL									333.79

License Fee for 1st year

10000

Add: 6% per annum for 2 year

600.0

10600

Add: 6% per annum for 3 year

636.0

11236

Add: 6% per annum for 4 year

674.2

11910

Add: 6% per annum for 5 year

714.6

12625

Minimum License Fee for for 5 years

56371 /-





BLOOM
COMPANIES, LLC
Infrastructure Innovation and Ingenuity

JV



In Association With



Bloom/SC/Tuticorin-Tirunelveli/NH-138/NHAI/2025/046

Date: 25.02.2025

To

The CFO cum Project Director,
Tuticorin Port Road Company Limited
NATIONAL HIGHWAYS AUTHORITY OF INDIA,
Tuticorin-Tirunelveli NH-138,
Thattaparai Vilakku, Pudukottai,
Tuticorin (TN)-628103.

NHAI PIU - TUTICORIN			
D.Y. NO. 1226	12/02/2025		
DATE: 01.03.25	PROJECT DIRECTOR		
M(T)/AMK:	SE/AYS:	SE/VRM:	SE/
LD-I/RS:	LD-I/NR:	Acct/D:	Acct/RES:
CO/VJ:	CO/SK:	ITE/GD:	YHE/JS:

Sub: Consultancy Services for Supervision Consultants of Operation & Maintenance of from Km 0+000 to Km 47+250 on Tuticorin-Tirunelveli section of NH-138 (Old NH-7A) in the state of Tamilnadu – **Proposal for erection of 33 KV electrical lines with 2 Nos of M+types poles across the road at Km.25/080 by using overhead method in Tuticorin -Tirunelveli section of NH-138 in the state of Tamilnadu – Revised Proposal – Recommended- Reg.**

- Ref:** i) The Authorized signatory, M/s. Renfra Energy India Pvt Ltd, Lr.No.Nil dt: 08.01.25.
ii) Letter from PIU No. NHAI/PIU/TUT/11015/NH-138/33kv/2025/73 dt:10.01.25.
iii) This office letter No. Bloom/SC/Tuticorin-Tirunelveli/NH-138/NHAI/2025/022 dt:22.01.25
iv) The Authorized signatory, M/s. Renfra Energy India Pvt Ltd, Lr.No.Nil dt:20.02.25.
v) Letter from PIU No. NHAI/PIU/TUT/11015/NH-138/33kv/2025/211 dt:20.02.25.

With reference to the above subject, the proposal received from the Authorized signatory, M/s. Renfra Energy India Pvt Ltd regarding proposal for erection of 33 KV electrical lines with 2 Nos of M+types poles across the road at Km.25/080 by using overhead method in Tuticorin -Tirunelveli section of NH-138 in the state of Tamilnadu. The site was inspected on 24/02/2025 and the following observation is brought to the kind perusals

Across the road:

S. No	Crossing at chainage	Distance
1	Km.25+080	45 m
	Total Distance in m	45 m

Total Distance = 45 m

Page (01 of 02)

Corporate Office India: Bloom Companies LLC, 2nd Floor, Tower-A, Capital Business park,
Above Croma, Sohna road, sector-48, Gurugram-122018 **Phone**-0124-4292105
Site Office: Plot no.33, VOC 3rd street (East), VOC Nagar, V.M.Chatram,Tirunelveli,Tamil Nadu,
Website: www.bloomcos.com **E-Mail:** tirunelvelioffice@bloom-india.com **CIN:** F04568

1. The work shall be carried out as per the proposal submitted by the applicant
2. The over head line shall be erected 16.00 mt from FRL as vertical clearance. Left side Pole & Right side Pole are to be fixed away from NHAI RoW.
3. It shall be ensured by the applicant that the on-going road/ structure works shall not get affected during the erection at the above said location.
4. While carrying out the works all the safety precautions like barricading, danger lighting and other necessary caution boards should be taken without affecting the live traffic and other existing & construction works.
5. In case on any further widening works that may be taken up at future date due to revised plan then the applicant shall be responsible to shift protect the over head HT line (if required) affecting the NHAI RoW.
6. The applicant shall inform NHAI/Supervision Consultant before starting and as well as at the time of work.
7. While carrying out the erection of over head electrical line, if any defects found in road portion, BG will be encashed by NHAI.

Hence, in the view of above, we hereby recommend the submitted proposal after scrutinized and verified as per MoRTH guidelines at site for further action.

This is for kind information and necessary action.

With regards,




(S.S.Selvaraj)

Highway Maintenance cum Resident Engineer

Page (02 of 02)

Corporate Office India: Bloom Companies LLC, 2nd Floor, Tower-A, Capital Business park,
 Above Croma, Sohna road, sector-48, Gurugram-122018 **Phone**-0124-4292105
Site Office: Plot no.33, VOC 3rd street (East), VOC Nagar, V.M.Chatram,Tirunelveli,Tamil Nadu,
Website: www.bloomcos.com **E-Mail:** tirunelvelioffice@bloom-india.com **CIN:** F04568

PROPOSAL FOR ERECTION OF 33KV ELECTRICAL LINES WITH 2 NOS OF M+ TYPE TOWER ACROSS THE ROAD @ KM.25/080 IN NATIONAL HIGHWAY NO. 138 OF (TUTICORIN TO TIRUNELVELI SECTION) FOR A TOTAL LENGTH OF 45M BY OVERHEAD METHOD

SUBMITTED TO



**THE DGM (TECH) & PROJECT DIRECTOR
NATIONAL HIGHWAYS AUTHORITY OF INDIA**
No. 2/273, 1st Floor, P.S.P. Nagar 2nd Street,
Korampallam, Thoothukudi - 628 101,
Tamil Nadu.

HIGHWAY ADMINISTRATION



**THE REGIONAL OFFICER
NATIONAL HIGHWAYS AUTHORITY OF INDIA
'REGIONAL OFFICE'**
2nd & 3rd Floor, Vijaya Krishna Plaza,
No.1, Lake Area, Melur Main Road,
Mattuthavani, Madurai - 625 107.

APPLICANT

M/S. RENFRA ENERGY INDIA PRIVATE LIMITED
No:122/12,122/13, Varthaga Nagar,
Kuthukalvalasai,
Tirunelveli,
Tamil Nadu - 627811.

PROPOSAL PREPARED BY



M M CONSULTANCY
No.: 40, 2nd Floor, Bharathi Street,
Veerappan Chatiram (Post), Erode - 638 004.
Mob.: 09787545861, 6381022913.
e-mail:mmconsultancyerode@gmail.com.

From:

M/s. Renfra Energy India Private Limited
No:122/12,122/13, Varthaga Nagar,
Kuthukalvalasai,
Tirunelveli,
Tamil Nadu - 627811.

To

The Project Director,
National Highways Authority of India,
Project Implementation Unit,
Tuticorin.

Sub: Proposal for erection of 33KV electrical Lines with 2 Nos. of M+ Type tower across the road @ Km.25/080 by using Overhead method in National Highway No.138 of (Tuticorin to Tirunelveli section), Tamil Nadu State - Proposal submitted - Observation communicated - Proposal Resubmitted - Approval Requested- Reg

Ref: 1. Our Proposal Letter dated:08.01.2025.

2. PD, NHAI, Tuticorin Letter No.NHAI/PIU/TUT/11015/NH-138/33KV/2025/123,
Dated:24.01.2025.

Please refer to letter vide reference 2nd cited above, we hereby submit the revised proposal duly complied the observations raised on the subject proposal and pointwise compliance are as tabulated below:-

S. No.	Observation	Compliance Report
1	The existing EB lines are not indicated in the proposal. The height difference and horizontal clearance between the existing EB lines and the proposed EB lines should be clearly shown in the drawing.	The modified drawing duly indicating the height difference and horizontal clearance between the existing EB lines and the proposed EB lines is enclosed in the instant proposal.
2	Safety certification regarding the guarding, minimum horizontal clearance, and assurance that no impact will occur to existing utilities, countersigned by TANGEDCO, must be enclosed with the proposal.	Certificate attached.
3	The proposed placement of the electrical pole across the road at Km 25+080 may pose a safety risk to plying traffic, particularly due to the possibility of live wires falling during strong coastal winds. Applicant is required to submit a safety certification, countersigned by the TANGEDCO, outlining the methodology for ensuring public safety.	
4	The erection of poles must not affect the existing IOCL gas pipeline, nor should the operation of the overhead electrical line pose any risk to the pipeline. A safety certification, countersigned by the TANGEDCO, confirming	

S. No.	Observation	Compliance Report
	that there will be no adverse effects on the pipeline, must be submitted by applicant.	
5	The Authorization Letter submitted by the applicant is not considered valid for approval. Therefore, the applicant is required to submit the original Power of Attorney in favor of the Authorized person.	The original Power of Attorney is attached herewith.
6	The Company Registration Certificate and PAN Card details pertaining to the company must also be submitted along with the proposal.	Copy of Company Registration Certificate and PAN Card are enclosed for your reference.
7	The license fee calculation and guideline value details for the proposed work should be submitted as part of the proposal for review and approval.	The license fee calculation and guideline value sheet are enclosed herewith.
8	The strip plan submitted shows proposed poles that are not considered suitable for the crossing. Only towers will be allowed for crossings, and the proposal must be revised accordingly.	We proposed to erect M+ type tower for the proposed EB line crossing and revised drawing is attached herewith.

In view of the above, we hereby submit the revised proposal and documents for your kind consideration and grant permission to erect the proposed electrical M+ Tower for crossing the NH road at the earliest.

Thanking You,

Yours faithfully,

M/s. Renfra Energy India Private Limited,
For RENFRA ENERGY INDIA PVT LTD.


Authorized Signatory
Authorized signatory



ReNfra Energy

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF M/s. RENFRA ENERGY INDIA PVT LTD, HELD ON FRIDAY, 27th DECEMBER 2024, AT 11:00 AM, AT THE REGISTERED OFFICE OF THE COMPANY, NO: 122(12) VARTHAGA NAGAR, KUTHUKALVALASAI-627811, TENKASI - DISTRICT, TAMIL NADU.

“RESOLVED THAT pursuant to the applicable provisions of the Companies Act, 1956, consent of the board of directors of the company be and is hereby authorized to Ministry of Road Transport and Highways' approval on such terms and conditions as may be considered appropriate and in the best interest of the Company.

RESOLVED FURTHER THAT Mr. R.Nandhakumar, (project Manager) S/o. G. Rathinasamy , Aged 38 years Residing at 1/189 Thungavi road, Poolavadi (PO) Udumalpet (TK) Tirupur (DT), Authorized representative of the Company be and is hereby authorized of such process and to sign and execute the process etc...And to give effect to the above resolution.

RESOLVED FURTHER THAT the common seal of the company, wherever required, is affixed herein for the completion of the aforesaid documentation.

//Certificate true copy//

For ReNfra Energy India Private Limited

Chairman & Managing Director



www.renfraenergy.com
Info@renfraenergy.com

ReNfra Energy India Pvt Ltd

(Formerly Renfra Power)

Corp. Off: IndiQube, Ocean Bay, 5th Floor, A-19 & 20,
SIDCO, Thiru Vi Ka Industrial Estate, Guindy, Chennai – 600032
Tamilnadu, India

Our company is proposing to Ministry of Road Transport and Highways' approval for 33KV Double circuit line in NH-7A road (Tirunelveli-Tuticorin) across the road @ KM: 25/00.

Henceforth in accordance with the resolution passed by the Board of directors in its meeting held on Friday, 27th December 2024, at 11:00 am, at the registered office of the company, no: 122(12) Varthaga Nagar, Kuthukalvalasai-627811, Tenkasi - District, Tamil Nadu, hereby authorize **Mr. R.Nandhakumar, (project Manager) S/o. G. Rathinasamy**, Aged 38 years Residing at 1/189 Thungavi road, Poolavadi (PO) Udumalpet (TK) Tirupur (DT), Authorized representative of the Company be and is hereby authorized of such process and to sign and execute the process on behalf of the company.

We hereby agree that all acts and things done by our authorized person in pursuance to this Authorization Letter shall be deemed to have been done by us

//Certificate true copy//

For ReNfra Energy India Private Limited



Chairman & Managing Director


www.renfraenergy.com
Info@renfraenergy.com

ReNfra Energy India Pvt Ltd

(Formerly Renfra Power)

Corp. Off: IndiQuba, Ocean Bay, 5th Floor, A-19 & 20,

SIDCO, Thiru Vi Ka Industrial Estate, Guindy, Chennai – 600032

Tamilnadu, India

UNDERTAKING / SAFETY CERTIFICATION ON MINIMUM HORIZONTAL CLEARANCE

I / we undertake that the proposed 33KV electrical lines will be provided ensuring minimum horizontal clearance with existing lines as per relevant regulations.

30/01/2025
ASSISTANT EXECUTIVE ENGINEER
Non-Conventional Energy Sources
Tamil Nadu Green Energy Corporation Ltd.,
Tirunelveli - 627 011.

UNDERTAKING / SAFETY CERTIFICATION ON GUARDING

I / we undertake that the HT OH Lines provided along the National Highway are laid according to the relevant safety regulations and we shall provide suitable guarding in the section at Km.25/080 by crossing the NH 138 road for preventing risk of live wires falling during strong coastal winds.

Jey 30/01/2025
ASSISTANT EXECUTIVE ENGINEER
Non-Conventional Energy Sources
Tamil Nadu Green Energy Corporation Ltd.,
Tirunelveli - 627 011.

Bank Guarantee Charges to be collected for erection of 33KV electrical Lines with 2 Nos. of M+ Type tower across the road @ Km.25/080 by using Overhead method in National Highway No.138 of (Tuticorin to Tirunelveli section), Tamil Nadu State

Cost of Bank Guarantee Across the Road @ Rs. 1,00,000/-per crossing (1 x 1,00,000) Km.25/080	Rs.1,00,000/-
Bank Guarantee Charges	Rs.1,00,000 /-

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For RENFRA ENERGY INDIA PVT LTD


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<u>Bank Guarantee Charges to be collected for erection of 33KV electrical Lines with 2 Nos. of M+ Type tower across the road @ Km.25/080 by using Overhead method in National Highway No.138 of (Tuticorin to Tirunelveli section), Tamil Nadu State</u>	
Cost of Bank Guarantee Across the Road @ Rs. 1,00,000/-per crossing (1 x 1,00,000) Km.25/080	Rs.1,00,000/-
Bank Guarantee Charges	Rs.1,00,000 /-

For RENFRA ENERGY INDIA PVT LTD


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License fee to be collected for erection of 33KV electrical Lines with 2 Nos. of M+ Type tower across the road @ Km.25/080 by using Overhead method in National Highway No.138 of (Tuticorin to Tirunelveli section), Tamil Nadu State						
Sl No	Description	Length in m	Width in m	Area occupied in Sqm	Guideline Value (Rs.) per Sqm	License Fees (Rs / sqm / month)
B. Across the Road						
1	CHETTIMALANPATTI Km.25/080	45.00	1	45.00	49.45	33.38
	Sub Total - I	45.00		45.00		33.38
C. Proposed Pole						
1	CHETTIMALANPATTI Km.25/080-M+TYPE TOWER LHS	1.5	1.5	2.25	49.45	1.67
2	CHETTIMALANPATTI Km.25/080-M+TYPE TOWER RHS	1.5	1.5	2.25	49.45	1.67
	Sub Total - II			4.50		1.67
Total Area to be utilised (Sub Total I + II)						35.05
Total License fee =Rs.4695.05 Annum Say Rs.10,000/-(minimum)						
License For Public Utility for 1 Year						₹ 10,000.00
License For Public Utility for 2 Year						₹ 10,600.00
License For Public Utility for 3 Year						₹ 11,236.00
License For Public Utility for 4 Year						₹ 11,910.16
License For Public Utility for 5 Year						₹ 12,624.77
Total License For Public Utility for 5 Year						₹ 56,370.93

For RENFRA ENERGY INDIA PVT LTD



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2/8/25, 11:17 AM

Inspector General of Registration - Tamil Nadu

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பதிவுத்துறை
REGISTRATION DEPARTMENT



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For Property Valuation, Click on the Street Name from the Street List, where the property is located.

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Sub Registrar Office:*

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Chettimalan Patti

Land Category*

Dry Abutting National Highways Ty

Search

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Search Criteria :

Zone:	THIRUNELVELI	Sub Registrar Office:	MURAPANADU
Guideline Village:	CHETTIMALAN PATTI	Revenue Village:	CHETTIMALLANPATTI
Revenue District:	THOOTHUKKUDI	Revenue Taluka:	SRIVAIKUNDAM

Below Search results are as on 08-Feb-2025 11:01 AM

For RENFRA ENERGY INDIA PVT LTD

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2/8/25, 11:17 AM

Inspector General of Registration - Tamil Nadu

100 items found, displaying 1 to 10.

[First/Prev] 1, 2, 3, 4, 5, 6, 7, 8 [Next/Last]

Sr.No.	Survey/Subdivision No.	Guideline Value (₹) (British Value)	Guideline Value (₹) (Metric Value)	Land Classification	Effective Start Date	G.O.Download
1	<u>1/2B</u>	200080/ Acre	494500/ Hectare	Dry Abutting National Highways Type - I	01-Jul- 2024	-
2	<u>10/2B</u>	200080/ Acre	494500/ Hectare	Dry Abutting National Highways Type - I	01-Jul- 2024	-
3	<u>10/B/2B</u>	200080/ Acre	494500/ Hectare	Dry Abutting National Highways Type - I	01-Jul- 2024	-
4	<u>19/A/1</u>	200080/ Acre	494500/ Hectare	Dry Abutting National Highways Type - I	01-Jul- 2024	-
5	<u>19/B/2</u>	200080/ Acre	494500/ Hectare	Dry Abutting National Highways Type - I	01-Jul- 2024	-
6	<u>2/1</u>	200080/ Acre	494500/ Hectare	Dry Abutting National Highways Type - I	01-Jul- 2024	-
7	<u>20/A/1</u>	200080/ Acre	494500/ Hectare	Dry Abutting National Highways Type - I	01-Jul- 2024	-
8	<u>20/B/1B</u>	200080/ Acre	494500/ Hectare	Dry Abutting National Highways Type - I	01-Jul- 2024	-
9	<u>20/B/2</u>	200080/ Acre	494500/ Hectare	Dry Abutting National Highways Type - I	01-Jul- 2024	-
10	<u>20/B/3</u>	200080/ Acre	494500/ Hectare	Dry Abutting National Highways Type - I	01-Jul- 2024	-

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Duty and Fees

Reference

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CHECK - LIST

Guidelines for Project Directors for processing the proposal for erection of 33 KV Electrical Line with Tower in the land across National Highways vested with NHAI.

• **Relevant circulars**

- 1) Ministry Circular No. NH-III/P/66/76 dated 19.11.1976
- 2) Ministry Circular No. RW/NH-III/P/66/76 dated 11.5.1982
- 3) Ministry Circular No. RW/NH-11037/1/86/DOI dated 19.1.1995
- 4) Ministry Circular No. RW/NH-33044/29/2015-S&R (R) dated 33.11.2016

Check list for getting approval for erection of 33 KV Electrical Line with Tower in NH land

S.No.	Item	Information/ Status	Remarks
1	General Information	Erection of 33 KV Electrical Line with Tower	
1.1	Name and Address of the Applicant	M/s. Renfra Energy India Private Limited No:122/12,122/13, Varthaga Nagar, Kuthukalvalasai, Tirunelveli, Tamil Nadu - 627811.	
1.2	National Highway Number	NH-138	
1.3	State	Tamil Nadu	
1.4	Location	(Tuticorin to Tirunelveli Section)	
1.5	(Chainage in km)	across the road @ Km.25/080	
1.6	Length in Meter	45 Meters	
1.7	Width of available ROW		
	(a) Left side from center line towards increasing chainage/ km direction	22.50 Mtr	
	(b) Right side from center line towards increasing chainage/ km direction	22.50 Mtr	
1.8	Proposal to erection of electrical Tower		
	(a) Left side from center line towards increasing chainage/ km direction	Nil	
	(b) Right side from center line towards increasing chainage/ km direction	23.50 Mtr from the centre of Highways (i.e). lease land	
1.9	Proposal to acquire land		
	(a) Left side from center line	NA	

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	(b) Right side from center line		
1.10	Whether proposal is in the same side where land is not to be acquired	Yes	
	If not then where to erection of 33 KV Electrical Line with Tower	The Tower shall be laid at the lease land.	
1.11	Details of already laid services, if any, along the proposed route	Nil	
1.12	Number of lanes (2/ 4/ 6/8 lanes) existing	4 Lane	
1.13	Proposed Number of lanes (2 lane with paved shoulders/4 / 6/8 lanes)	-	
1.14	Service road existing or not	Not	
	If yes then which side		
	(a) Left side from center line	~	
	(b) Right side from center line	~	
1.15	Proposed Service road	N/A	
	(a) Left side from center line		
	(b) Right side from center line		
1.16	Whether proposal to erection of 33 KV Electrical Line with Tower is after the service road or between the service road and main carriageway	Across the road	
1.17	The permission for erection of 33 KV Electrical Line with Tower shall be considered for approval / rejection based on the Ministry Circulars mentioned as above	Considered for approval based on the Ministries circular	
1.18	If crossings of the road involved If Yes, it shall be either encased in pipes or through structure or conduits specially built for that purpose at the expenses of the agency owning the line	Yes, crossings of the road by Using Overhead method	
	(a) Existing drainage structures shall not be allowed to carry the lines.	Yes, Crossing will be laid 15m away from the structure	
	(b) Is it on a line normal to NH	Yes	

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	(c) Crossings shall not be too near the existing structures on the National Highway, the minimum distance being 15 meter. What is the distance from the existing structures	Yes, Crossing will be laid 15m away from the structure	
	(d) The casing pipe (or conduit pipe in the case of electric cable) carrying the utility line shall be of steel, cast iron, or reinforced cement concrete and have adequate strength and be large enough to permit ready withdrawal of the carrier pipe/cable.	NA	The Tower shall be erect for overhead only
	(e) Ends of the casing/conduit pipe shall be sealed from the outside, so that it does not act as a drainage path.	NA	The Tower shall be erect for overhead only
	(f) The casing/conduit pipe should, as minimum extend from drain to drain in cuts and toe of slope toe of slope in the fills.	NA	The Tower shall be erect for overhead only
	(g) The top of the casing/conduit pipe should be at least 1.2 meter below the surface of the road subject to being at least 0.3 m below the drain inverts.	NA	The Tower shall be erect for overhead only
	(h) Crossing shall be by boring method (HDD) specially where the existing road pavement is of cement concrete or dense bituminous concrete type.	NA	The Tower shall be erect for overhead only
	(i) The casing/conduit pipe shall be installed with an even bearing throughout its length and in such a manner as to prevent the formation of a waterway along it.	NA	The Tower shall be erect for overhead only
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 1.2m deepX 0.3m wide) (i) Should not be greater than 60	No, Overhead method only	

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	Cm wider than the outer diameter of the pipe		
	<p>(ii) located as close to the extreme edge of the right-of-way as possible but not less than 15 meter from the centre-lines of the nearest carriageway</p> <p>(iii) Shall not be permitted to run along the National Highways when the road formation is situated in double cutting. Nor shall these be laid over the existing culverts and bridges</p> <p>(iv) These should be so laid that their top is at least 0.6 meter below the ground level so as not to obstruct drainage of the road land.</p>	NA	
2.2	Cross section showing the size of pit and location of cable for HDD method	No	
2.3	Strip plan/ Route Plan showing erection of 33 KV Electrical Line with Tower, Chainage, width of ROW, distance of proposed, Tower from the edge of ROW, important mile stone, intersections, cross drainage works etc.	Yes	
2.4	Methodology for erection of 33 KV Electrical Line with Tower	Yes	
2.4.1	Open trenching method. (May be allowed in utility corridor only where pavement is neither cement concrete nor dense bituminous concrete type). If yes, Methodology of refilling of trench	NA	The Tower shall be erect for overhead only
	(a) The trench width should be at least 30 cm, but not more than 60 cm wider than the outer diameter of the pipe.	NA	The Tower shall be erect for overhead only
	(b) For filling of the trench, Bedding shall be to a depth of not less than 30 cm. It shall consist of granular material, free of lumps, clods and cobbles and graded to yield a firm surface	NA	The Tower shall be erect for overhead

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	without sudden change in the bearing value. Unsuitable soil and rock edged should be excavated and replaced by selected material.		only
	(c) The backfill shall be completed in two stages (i) side - fill to the level of the top of the pipe and (ii) overfill to the bottom of the road crust.	NA	The Tower shall be erect for overhead only
	(d) The side fill shall consist of granular material laid in 15 cm layers each consolidated by mechanical tampering and controlled addition of moisture to 95% of the Proctor's Density. Overfill shall be compacted to the same density as the material that had been removed. Consolidation by saturation or ponding will not be permitted. (e) The road crust shall be built to the same strength as the existing crust on either side of the trench. Care shall be taken to avoid the formation of a dip at the trench.	NA	The Tower shall be erect for overhead only
	(f) The excavation shall be protected by flagman, signs and barricades, and red lights during night hours.	NA	The Tower shall be erect for overhead only
	(g) If required, a diversion shall be constructed at the expense of agency owning the utility line	NA	The Tower shall be erect for overhead only
2.4.2	Horizontal Directional Drilling (HDD) Method	Across the road by using overhead method	
2.4.3	Erection of 33 KV Electrical Line with Tower through CD works and method of laying	No	
3	Draft License Agreement signed by two witnesses	Yes	
4	Performance Bank Guarantee in favor of NHAI has to be obtained @ Rs. 100/- per running meter (parallel to NH) and Rs.1,00,000/- per crossing of NH, for a period of one year initially	Will be furnished on receipt of Demand from NHAI.	

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	(extendable if required till satisfactory completion of work) as a security for ensuring/making good the excavated trench for laying the cables/ducts by proper filling and compaction, clearing debris/loose earth produced due to execution of trenching at least 50m away from the edge of the right of way. No payment shall be payable by the NHAI to the licensee for clearing debris/loose earth.		
4.1	Performance BG as per above is to be obtained.	Will be furnished on receipt of Demand from NHAI.	
4.2	Confirmation of BG has been obtained as per NHAI guidelines	Later date	
5	Affidavit / Undertaking from the Applicant for		
5.1	Not to 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	
5.3	Confirming all standard condition of NHAI's guideline	Yes	
5.4	Shifting of erection of 33 KV Electrical Line with Tower and 100KV Transformer as and when required by NHAI at their own cost	Yes	
5.5	Shifting due to 6 lanning / widening of NH	Yes	
5.6	Indemnity against all damages and claims clause (xxiv)	Yes	
5.7	Traffic movement during laying of erection of 33 KV Electrical Line with Tower 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 or repairs, or alterations to the erection of 33 KV Electrical Line with Tower located in the National highway right-of-ways.	Yes	

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5.10	Expenditure, if any, incurred by NHAI for repairing any damage caused to the National Highway by the laying, maintenance or shifting of the erection of 33 KV Electrical Line with Tower will be 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 the agency owning the utility line within a reasonable time (not exceeding 60 days) of the intimation given.	Yes	
5.12	Certificate from the applicant in the following format (i) <i>Laying of erection of 33 KV Electrical Line with Tower will not have any deleterious effects on any of the bridge components and roadway safety for traffic.</i> (ii) for 6 -laning <i>"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."</i>	Yes	
6.	Who will sign the agreement on behalf of erection of 33 KV Electrical Line with Tower agency	M/s. Renfra Energy India Private Limited	
7	Certificate from the Project Director		
7.1	Certificate for confirming of all standard condition issued vide Ministry Circular No. NH-III/P/66/76 dated 19.11.1976, Ministry Circular No. RW/NH-III/P/66/76 dated 11.5.1982 and Ministry Circular No. RW/NH-11037/1/86/DOI dated 19.1.1995 and Ministry Circular No. RW/NH-33044/29/2015-S&R (R) dated 33.11.2016.	Yes	

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7.2	<p>Certificate from PD in the following format</p> <p>(i) <i>"It is certified that any other location of the Electric cable would be extremely difficult and unreasonable costly and the installation of Electric cable within ROW will not adversely affect the design, stability & traffic safety of the highway nor the likely future improvement such as widening of the carriageway, easing of curve etc".</i></p> <p>(ii) for 6 -laning</p> <p>(a) Where feasibility is available <i>"I do certify that there will be no hindrance to proposed six-laning based on the feasibility report considering proposed structures at the said location".</i></p> <p>(b) In case feasibility report is not available <i>"I do certify that sufficient ROW is available at site for accommodating proposed six-laning".</i></p>	To be furnished by PD	
8	<p>If NH section proposed to be taken up by NHAI on BOT basis - a clause is to be inserted in the agreement. <i>"The permitted Highway on which Licensee has been granted the right to erection of 33 KV Electrical Line with Tower has also been granted as a right of way to the concessionaire under the concession agreement for up-gradation of [Tuticorin to Tirunelveli across the road @ Km.25/080 of NH No.138 on Build, Operate and Transfer Basis] and therefore, the licensee shall honour the same."</i></p>	N/A	
9	Who will supervise the work of erection of 33 KV Electrical Line with Tower	Concessionaire/ Consultant/NHAI	
10	Who will ensure that the defects in road portion after laying of erection of 33 KV Electrical Line	M/s. Renfra Energy India Private Limited	

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	with Tower are corrected and if not corrected then what action will be taken.		
11	Who will pay the claims for damages done/disruption in working of Concessionaire if asked by the Concessionaire.	M/s. Renfra Energy India Private Limited	
12	A certificate from PD that he will enter the proposed permission in the register of records of the permissions in the prescribed proforma (copy enclosed)	NHAI	
13	If any previous approval is accorded for erection of 33 KV Electrical Line with Tower then Photocopy of register of records of permissions accorded as maintained by PD may be enclosed.	N/A	

Project Director
NHAI - PIU Tuticorin

For RENFRA ENERGY INDIA PVT LTD

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Annexure-I**Conditions to be enclosed/incorporated in the approval letter for permission for erection of 33 KV Electrical Line with Tower**

1. The erection of 33 KV Electrical Line with Tower shall be located as close to the extreme edge of the right-of-way as possible but not less than 15 meter from the centre-lines of the nearest carriageway.
2. The erection of 33 KV Electrical Line with Tower shall not be permitted to run along the National Highways when the road formation is situated in double cutting. Nor shall these be laid over the existing culverts and bridges without the prior approval of NHAI/Government of India.
3. The erection of 33 KV Electrical Line with Tower shall be so placed that at no time there is interference with the maintenance of the National Highways.
4. These should be so erect that their top is at least 11 meter above the existing road.
5. The authority/ owner of the underground utility shall ensure that erect an eclectic cable carrying high tension lines should not have any deleterious effects on any of the bridge components and roadway safety for traffic.
6. The lines shall cross the National Highways preferably on a line normal to it or as nearly so as practicable.
7. Crossings shall not be too near the existing structures on the National Highway, the minimum distance being 15 meter.
8. The erection of 33 KV Electrical Line with Tower is permitted to cross the National Highway, either encased in pipes or through structure of conduits specially built for that purpose at the expense of the agency owning the line. Existing drainage structures shall not be allowed to carry the lines across.
9. The casing/conduit pipe should, as minimum extend from drain to drain in cuts and toe of slope toe of slope in the fills.
10. The top pf the casing/conduit pipe should be at least 1.2 meter below the surface of the road subject to being at least 0.3 m below the drain inverts.
11. The casing/conduit pipe may be installed under the road embankment either by boring or digging a trench. Installation by boring method shall only be permitted where the existing road pavement is of cement concrete or dense bituminous concrete type.
12. The casing/conduit pipe shall be installed with an even bearing throughout its length and in such a manner as to prevent the formation of a waterway along it.
13. Open trenching method. (May be allowed in utility corridor only where pavement is neither cement concrete nor dense bituminous concrete type)
 - (a) The sides of the trench should be done as nearly vertical as possible. The trench width should be at least 30 cm, but not more than 60 cm wider than the outer diameter of the pipe.
 - (b) Filling of the trench shall conform to the specifications contained herein below.
 - (c) Bedding shall be to a depth of not less than 30 cm. It shall consist of granular material, free of lumps, clods and cobbles and graded to yield a firm surface without sudden change in the bearing value. Unsuitable soil and rock edged should be excavated and replaced by selected material.

For RENFRA ENERGY INDIA PVT LTD



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- (d) The backfill shall be completed in two stages (i) side - fill to the level of the top of the pipe and (ii) overfill to the bottom of the road crust.
 - (e) The side fill shall consist of granular material laid in 15 cm layers each consolidated by mechanical tamping and controlled addition of moisture to 95% of the Proctor's Density. Overfill shall be compacted to the same density as the material that had been removed. Consolidation by saturation or ponding will not be permitted.
 - (f) The road crust shall be built to the same strength as the existing crust on either side of the trench or to thickness and specifications stipulated by the Highways Authority. Care shall be taken to avoid the formation of a dip at the trench.
 - (g) The excavation shall be protected by flagman, signs and barricades, and red lights during night hours.
14. If needed, a diversion shall be constructed at the expense of agency owning the erection of 33 KV Electrical Line with Tower.
 15. Prior approval of the NHAI shall be obtained before undertaking any work of installation, shifting or repairs, or alterations to the erection of 33 KV Electrical Line with Tower located in the National highway right-of-ways.
 16. Expenditure, if any, incurred by the Highway Authority for repairing any damage caused to the National Highway by the laying, maintenance or shifting of the erection of 33 KV Electrical Line with Tower will be borne by the agency owning the erection of 33 KV Electrical Line with Tower.
 17. If the NHAI considers it necessary in future to move the erection of 33 KV Electrical Line with Tower for any work of improvement or repairs to the road, it will be carried out as desired by the Highway Authority at the cost of the agency owning the erection of 33 KV Electrical Line with Tower within a reasonable time (not exceeding 60 days) of the intimation given.
 18. The licensee shall ensure making good the excavated trench for laying cables by proper filling and compaction, so as to restore the land in to the same conditions as it was before digging the trench, clearing debris/loose earth produced due to execution of trenching at least 50m away from the edge of the right of way.
 19. The licensee shall furnish a Bank Guarantee to the NHAI @ Rs...../- per running meter (parallel to NH) and Rs.1,00,000/- per crossing of NH, for a period of one year initially (extendable if required till satisfactory completion of work) as a security for ensuring/making good the excavated trench for laying the cables/ducts by proper filling and compaction, clearing debris/loose earth produced due to execution of trenching at least 50m away from the edge of the right of way. No payment shall be payable by the NHAI to the licensee for clearing debris/loose earth.
 20. 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 licensee shall either furnish a fresh guarantee or extend the guarantee for a further period of one year. In case of the licensee failing to discharge the obligation of making good the excavated trench, the NHAI shall have a right to make good the damages caused by excavation, at the cost of the licensee and recover the amount by invoking the bank guarantee furnished by the licensee.

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21. The licensee shall shift the cables/ducts within 60 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 cables/ducts, 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 his own cost and risk.
22. Regarding the location of other cables, underground installation/utilities etc, the licensee shall be responsible to ascertain from the respective agency in coordination with NHAI. The licensee shall ensure the safety and security of already existing cables/underground installation/utilities facilities etc. before commencement of the excavation.
23. The licensee 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 licensee. 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 by the licensee.
24. If the licensee fails to comply with the condition 33 and 23 above to the satisfaction of the NHAI, the same shall be got executed by the NHAI at the risk and cost of the licensee.
25. The licensee shall procure insurance from reputed insurance company against damages to already existing cables/underground installation/utilities/facilities etc during trenching.
26. The licensee has to cross the NH by horizontal drilling method (trenchless technology only). In case any damage is caused to the road pavement in this process, the licensee will be required to restore the same to the original condition at his own cost.
27. No trenching will be done on pucca road, boring method will be used in pucca road and cable will be laid at the extreme edge of the road in the non-BT surface only.
28. The licensee shall inform/give a notice to the NHAI, Govt. of India or its authorized agency at least 15 days in advance with route details prior to digging trenches for fresh or maintenance/repair work. A separate work plan and a separate performance Bank Guarantee @ Rs...../- per meter length for maintenance/ repair work shall have to be furnished by the licensee.
29. 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 NHAI.
30. The licensee shall indemnify the concerned agency in co-ordination with NHAI, against all damages and claims, if any, due to the digging of trenches for laying cables/ducts.
31. The NHAI has a right to terminate the permission or to extend the period of agreement. In case the licensee wants shifting, repairs or alteration to telecom cables/ducts, he will have to furnish a separate bank guarantee.
32. 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 telecom cables/ducts.

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33. The permission granted shall not in 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.
34. During the subsistence of this agreement, the laying erection of 33 KV Electrical Line with Tower/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 of the licensee to the use thereof shall not become absolute and infeasible by laps of time.
35. The licensee shall bear the stamp duty charged for the agreement.
36. The erection of 33 KV Electrical Line with Tower shall not be brought in to use by the licensee unless a completion certificate to the effect that the erection of 33 KV Electrical Line with Tower 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.
37. Not with standing anything NHAI contained herein this agreement may be cancelled at any time by the or breach of any condition of the same and the licensee 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.
38. The licensee shall have to provide barricading, danger lighting and other necessary caution boards while executing the work and during maintenance.
39. If any traffic diversion works are found necessary during the working period such diversion shall be provided at the cost of licensee.
40. After the termination/expiry of the agreement, the licensee shall remove the cables/ducts within 60 days and the site shall be brought back to the original condition failing which the licensee will lose the right to remove the cables/ducts. However, before taking up the work of removal of cables the licensee 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 excavated trench by proper filling and compaction, clearing debris, loose earth produced due to excavation of trenching at least 50m away from the edge of the right of way.
41. If NHAI is required to do some emergent work the licensee 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.
42. The enforceability of the Right-of Way permission granted here in shall be restricted to the extent of provisions/scope of service contained/defined in the license agreement and for the purpose for which it is granted. Either by content or by intent, the purpose extending this Right-of Way facility is not to enhance the scope.
43. Strict compliance of the following by the Project Director:
 - a) If the licensee fails to inform the commencement of laying of erection of 33 KV Electrical Line with Tower 15 days before the actual start of the work at site the agreement should be null and void.
 - b) It is to be intimated to the HQ that, actual work has already been started at the site as per the provision of the agreement and the conditions stipulated in the Ministry Circular No. NH-III/P/66/76 dated 19.11.1976, Ministry Circular No. RW/NH-III/P/66/76 dated 11.5.1982 and Ministry Circular No. RW/NH-11037/1/86/DOI dated 19.1.1995 and Ministry Circular No. RW/NH-33044/29/2015-S&R (R) dated 33.11.2016.

For RENFRA ENERGY INDIA PVT LTD



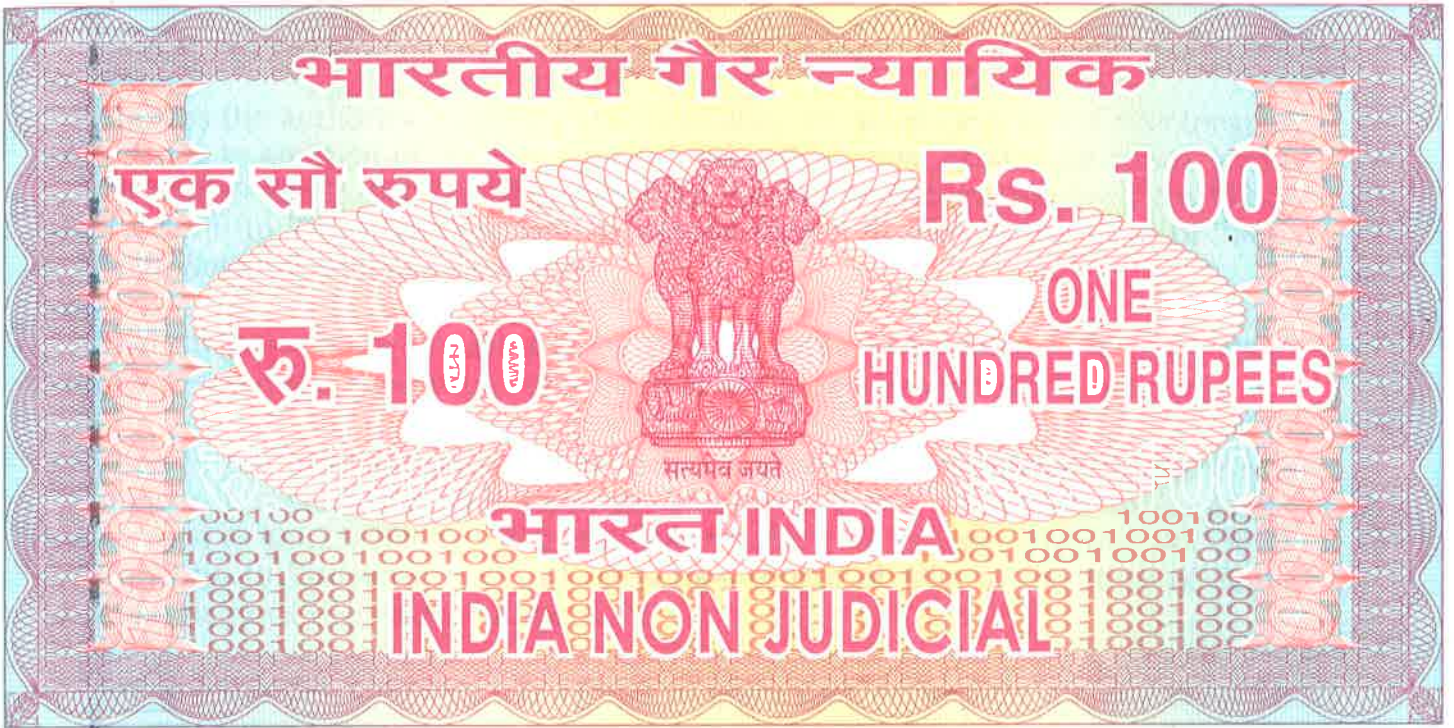
- c) An interim execution progress report /status report shall be submitted to NHAI HQ after one month of the start of the work at site, regarding the satisfactory progress of the laying of erection of 33 KV Electrical Line with Tower, as per the specification/stipulation and the alignment as approved.
- d) The final completion certificate shall be issued/submitted by PD to the HQ to the effect that, the work has been completed to the entire satisfaction of the Project Director and there were no violation of any condition / stipulation contained in the agreement, Ministry Circular No. NH-III/P/66/76 dated 19.11.1976, Ministry Circular No. RW/NH-III/P/66/76 dated 11.5.1982 and Ministry Circular No. RW/NH-11037/1/86/DOI dated 19.1.1995, Ministry Circular No. RW/NH-33044/29/2015-S&R (R) dated 33.11.2016 and the approved plan.
- e) To obtain a performance bank guaranty @ Rs./- per running meter of NH and Rs.1,00,000/- per crossing of NH from the licensee to safe guard the interest of NHAI.
- f) Proposal for permission along NH Sections which are proposed to be taken up by NHAI for development through private sector participation on BOT basis, following clause should be inserted in the agreement.

" The permitted Highway on which Licensee has been granted the right to lay cable/duct has also been granted as a right of way to the concessionaire under the concession agreement for up-gradation of ----- section from Km -----to Km -----of NH No-----on Build, Operate and Transfer Basis and therefore, the licensee shall honour the same."

- g) A register of records of the permissions accorded has to be maintained by the PD in the prescribed proforma (copy enclosed)
- h) Project Director is authorized to sign an agreement (IN ACCORDANCE WITH THE MODEL AGREEMENT) with the applicant, on behalf of NHAI.

For RENFRA ENERGY INDIA PVT LTD


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தமிழ்நாடு தமில்நாடு TAMILNADU 05.02.2025
 RENFRA ENERGY INDIA
 PRIVATE LIMITED
 TIRUNELVELI

EW 890280

B.செந்தில்குமார்

முத்திரைத்தாள் விற்பனையாளர்
 435, சின்ன மாரியம்மன் கோவில் வீதி
 ஈரோடு - 3.
 உரிமம் எண். 7 / 2000

AGREEMENT REGARDING GRANTING OF RIGHT OF WAY PERMISSIONS
 FOR LAYING UTILITY SERVICES ON NATIONAL HIGHWAYS

Agreement to erection of 33KV electrical Lines with 2 Nos. of M+Type tower across the road @ Km.25/080 by using Overhead method in National Highway No.138 of (Tuticorin to Tirunelveli section) for a total length of 45m in the state of Tamil Nadu, National Highways, Tuticorin.

This Agreement made this _____ day 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 successors in office and assigns) on the one part, an M/s. Renfra Energy India Private Limited, No:122/12,122/13, Varthaga Nagar, Kuthukalvalasai, Tirunelveli, Tamil Nadu - 627811.(hereinafter called the "Licensee") which expression shall unless excluded by repugnant to the context, include his successors / administrator assignees on the second part.

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Whereas the Authority is responsible, inter-alia, for development and maintenance of lands in erection of 33KV electrical Lines with 2 Nos. of M+Type tower across the road @ Km.25/080 by using Overhead method in National Highway No.138 of (Tuticorin to Tirunelveli section) for a total length of 45m in the state of Tamil Nadu, National Highways, Tuticorin.

Whereas the Licensee Proposes to lay Telecom cable / OFC cable / electrical cable Line / Pipe line / ducts etc., referred to as utility services in subsequent paras.

Whereas the Licensee has applied to the Authority for permission to lay utility services in erection of 33KV electrical Lines with 2 Nos. of M+Type tower across the road @ Km.25/080 by using Overhead method in National Highway No.138 of (Tuticorin to Tirunelveli section) for a total length of 45m in the state of Tamil Nadu, National Highways, Tuticorin.

And whereas the Authority has agreed to grant such permission for way leave on the NH RoW as per terms and conditions hereinafter mentioned.

Now this agreement witnesseth that in consideration of the conditions hereinafter contained and on the part of the Licensee to be observed and performed, the Authority hereby grants to the Licensee permissions to lay utility services as per the approved drawing attached hereto 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 in the license 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 side of the utilities laid by the first user, subject to technical requirements being fulfilled, Decision of the Authority in relation to fulfilment of technical requirements shall be final and Binding on all concerned parties. In case any disruption / damage is caused to any existing user by the subsequent user, the Authority shall not be held accountable or liable in any manner.
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 or required for efficient functioning of their own utility industrial infrastructure facilities.

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4. The Licensee shall pay license fees @ Rs. to the Authority. The Licensee fee shall become payable from the date of handing over of Row land to the Licensee, for laying of utilities/electrical cables lines/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 license agreement. 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.
6. Present policy of the MoRT&H is to provide a 2.00 m a 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 road side furniture etc: the utility services shall be laid beyond the toe line of the embankments and clear of the drain.
8. The Licensee shall make his 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 railings/ parapets and the bridge superstructure. The fixing and supporting arrangement with all details shall be required to be approved in advance from the concerned Highway Administration. Additional cost on account of fixing and supporting arrangement as assessed by the authority shall be payable by the Licensee.
9. In exceptional cases, where RoW is restricted the utility services can be allowed beneath the 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 that maintenance of the utility services shall not interfere 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 to be ensured that at no time there is interference with the drainage of the road land and maintenance of the National Highways. Towards this, the top of the utility services shall be at least 0.6 metre below the ground level. However any structure above ground shall be aesthetically provided for /

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landscaped with required safety measures as directed by the concerned Authority.

11. The utility services 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 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. The top of the electrical line containing the utility services to cross the road shall be at least 11m top of the existing road level whichever is lower. A typical sketch showing the clearances is given in Attachment-I.
14. The utility services shall cross the National Highway preferable on a line normal to it or as nearly so as practicable.
15. The casing/conduit pipe for crossing the road may be installed under the road embankment either by boring or digging a trench. Installation by boring method shall be preferred.
16. In case of trenching, the sides of the trench should be done as nearly vertical as possible. The trench width should be at least 30cm. but not more than 60cms wider than the outer diameter of the pipe. Filling of the trench shall conform to the specifications contained here-in-below or as supplied by the Highway Authority.
 - i. Bedding shall be to a depth not less than 30cm. it shall consist of granular material, free of lumps, clods and cobbles, and graded to yield a firm surface without sudden change in the bearing value. Unsuitable soil and rock edges should be excavated and replaced by selected material.
 - ii. The backfill shall be completed in two stages (i) side-fill to the level of the top of the pipe (ii) Overfill to the bottom of the road crust.
 - iii. The side fill shall consist of granular material laid in 15cm. Layers each consolidated by mechanical tamping and controlled addition of moisture to 95% of the Proctor's Density. Overfill shall be compacted to the same density as the material that has been removed. Consolidation by saturation or ponding will not be permitted.

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- iv. The road crust shall be built to the same strength as the existing crust on either side of the trench or to thickness and specifications stipulated by the highway Authority.
17. The Licensee shall ensure making good the excavated trench for laying utility services by proper filling and compaction, so as to restore the land in to the same condition as it was before digging the trench, clearing debris/loose earth produced due to execution of trenching 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 Licensee at its cost either by itself or through its authorized representative in 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 @Rs..... with a validity of one year initially (extendable if required 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 ground in terms of filling / unsatisfactory compaction damages caused to other underground installations utility services & interference, interruption, disruption, or failure caused thereof any services etc. in case of 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 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 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 furnish a fresh guarantee or extend the guarantee for a further period of one year. Notwithstanding 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 of the RoW facility.
21. The Licensee shall shift the utility services within 90 days (or as specified by the respective authority) from the date of issue of the notice by the concerned authority to shift/relocate the utility services, in case it is so required for the purpose of improvement/widening of the road/route/highway or construction of flyover/bridge and restore the road/land to its original condition at his own cost and risk.

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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 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 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 make good such damages/recover the claims by forfeiture of Bank Guarantee.
24. If the licensee fails to comply with any 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 other roads and 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 authorised representative in consultation with the Authority as per 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 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 day 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.

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27. Each day, the extent of digging the trenches should be strictly regulated so that utility services is 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 cables/ducts.
29. The permission for laying utility services is granted maximum for 5 years at a time, which can 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 it is issued and fee deposited. However, the Authority also has a right to terminate the permission or to extend the period of Agreement.
31. That the Licensee shall not undertake any work of shifting, repairs or alterations to the utility services without prior written permission of the concerned agency in co-ordination with the Authority.
32. The permission granted shall not in any way be deemed to convey to the Licensee any ownership right or any interest in route/road/highway/and/property. Other than what is herein expressly granted. No use of NHRoW will be permitted for any purpose other than that specified in the Agreement.
33. During the subsistence of this Agreement, the utility services 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 cables in the trench (with respect to the NH) and after complete restoration shall be submitted to the Authority for verification and record within a month of completion of works.

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36. The Licensee shall allow free access to the Site at all times to the authorised representatives of Authority to inspect the Project Facilities and to investigate any matter within their Authority, and upon reasonable notice, shall provide reasonable assistance necessary to carry out their respective duties and functions.
37. The Utility services shall not be made operational by the Licensee unless a completion certificate to the effect that the utility services has been laid in accordance with the approved specifications and drawings and the trenches have been filled up to the satisfaction of the concerned agency in co-ordination with the Authority has been obtained. Notwithstanding anything contained herein, this Agreement may be cancelled at any time by Authority for breach of any condition of the same and the Licensee shall neither be entitled to any compensation for any loss caused to it by such cancellations nor shall it be absolved from any liability already incurred.
38. The Licensee shall ensure adherence to relevant Indian standards and follow best industry practices, methods and standards for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation repair and maintenance of any part of the utility lines/industrial infrastructure facilities and which practices, methods and standards shall be adjusted as necessary, to take account of:
- Operation, repair and maintenance guidelines given by the manufacturers.
 - The requirements of Law.
 - The physical conditions at the Site, and
 - The safety of operating personnel and human beings.
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, a diversion shall be constructed. If any traffic diversion works are found necessary during 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 utility services within 90 days and the site shall be bought back to the original condition failing which the Licensee will lose the right to remove the utility services. However before taking up the work of removal of utility services the 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,

For RENFRA ENERGY INDIA PVT LTD

clearing debris, loose earth produced due to excavation of trenching at least 50m away from the edge of the RoW.

42. Any disputes in interpretation of the terms and condition of this agreement or their implementation shall be referred to the redress mechanism prevailing in the ministry and the decision of the redress mechanism shall be final and binding on all.

43. For PPP Projects, in case of any financial loss incurred by the respective project concessionaires due to such laying/shifting of 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. MoRT&H/NHAI/implementing authorities for the project shall not be liable to the concessionaire in any way in this regard.

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 HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THROUGH THEIR RESPECTIVE AUTHORISED REPRESENTATIVES THE DAY AND THE YEAR FIRST ABOVE WRITTEN.

SIGNED SEALED AND DELIVERED FOR AND ON BEHALF OF AUTHORITY.

BY SHRI _____
(Signature , name & address with stamp)

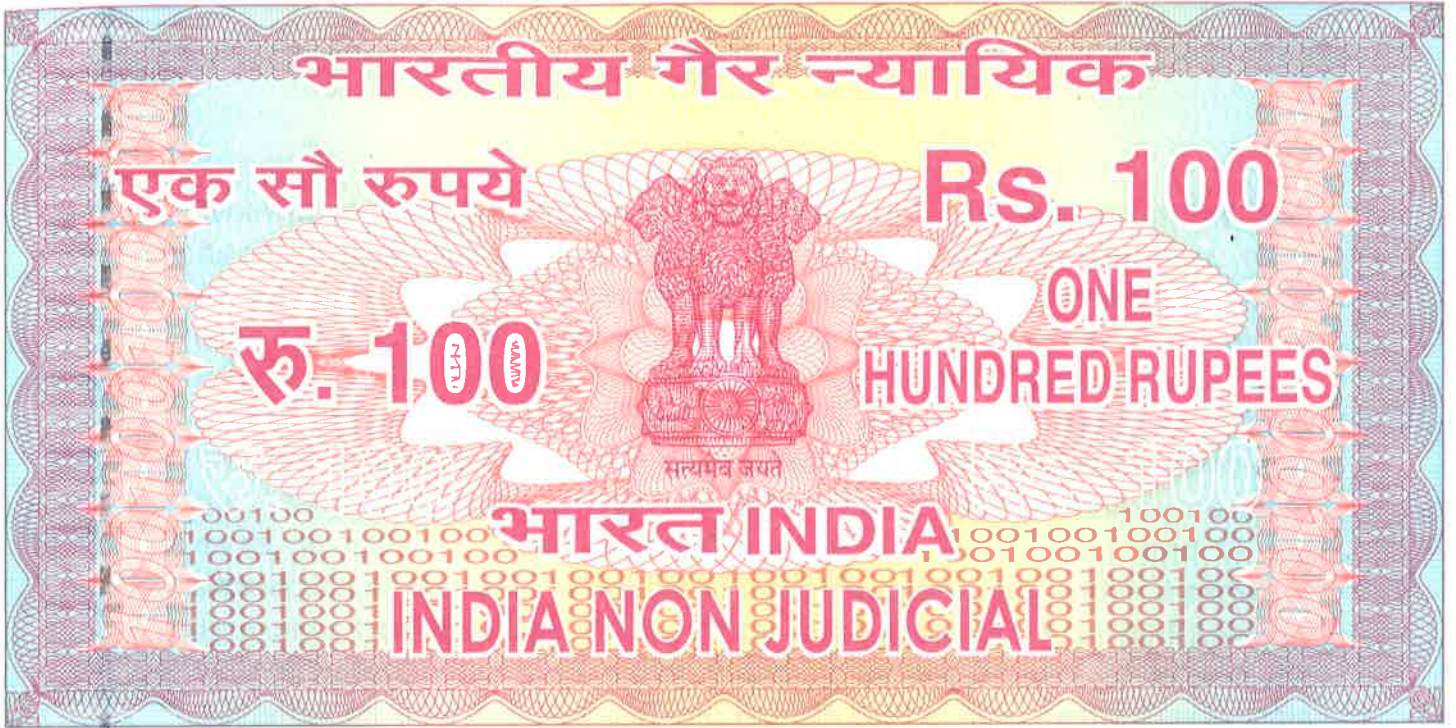
- SIGNED ON BEHALF OF M/S. RENFRA ENERGY INDIA PRIVATE LIMITED,
NO:122/12,122/13, VARTHAGA NAGAR, KUTHUKALVALASAI, TIRUNELVELI,
TAMIL NADU 627811, (LICENSEE)

BY SHRI _____
(Signature, name & address with stamp)

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

①

②



தமிழ்நாடு தமில்நாடு TAMILNADU 06. 02. 2025
 RENFRA ENERGY INDIA
 PRIVATE LIMITED
 TIRUNELVELI.

EW 890283



B.செந்தில்குமார்
 முத்திரைத்தாள் விற்பனையாளர்
 435, சின்ன மாளியம்மன் கோவில் வீதி
 ஈரோடு - 3.
 உரிமம் எண். 7 / 2000
 Annexure-V

UNDERTAKING

We, M/s. Renfra Energy India Private Limited, No:122/12,122/13, Varthaga Nagar, Kuthukalvalasai, Tirunelveli, Tamil Nadu, erection of 33KV electrical Lines with 2 Nos. of M+ Type Tower across the road @ Km.25/080 by using Overhead method in National Highway No.138 of (Tuticorin to Tirunelveli section) for a total length of 45m in the state of Tamil Nadu, National Highways, Tuticorin.

We here by undertake the Standard Conditions of NHA1 Guidelines:

1. Not to Damage to Other Utility, if damaged then to pay the losses either to NHA1 or to the concerned agency: Regarding the location of other electrical line, underground installation/utilities etc, M/s. Renfra Energy India Private Limited shall be responsible to ascertain from the respective agency in coordination with NHA1. M/s. Renfra Energy India Private Limited shall ensure the safety and security of already existing cables/underground installation/utilities facilities etc. before commencement of the excavation.

For RENFRA ENERGY INDIA PVT LTD

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2. **Renewal of Bank Guarantee:** M/s. Renfra Energy India Private Limited shall furnish a Bank Guarantee @ Rs100/- 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 excavated trench for erection of 33Kv electrical line with Tower by proper filling and compaction, clearing debris/loose earth produced due to execution of trenching at least 50m away from the edge of the right of way. No payment shall be payable by the NHAI to M/s. Renfra Energy India Private Limited 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 M/s. Renfra Energy India Private Limited shall either furnish a fresh guarantee or extend the guarantee for a further period of one year. In case of M/s. Renfra Energy India Private Limited failing to discharge the obligation of making good the excavated trench, the NHAI shall have a right to make good the damages caused by excavation, at the cost of M/s. Renfra Energy India Private Limited and recover the amount by invoking the bank guarantee furnished by M/s. Renfra Energy India Private Limited.
3. **Confirming all standard conditions of NHAI:**
- (i) The period of validity of Way permission shall be co-terminus with the validity of licensee given by the Ministry of Communications / DoT.
 - (ii) The 33kv electrical line with Tower shall be laid at the edge of the right of way within 2m utility corridors.
 - (iii) The top of the electrical line shall be at least 11m from existing road.
 - (iv) The licensee has to cross the NH In case any damage is caused to the road pavement in this process, M/s. Renfra Energy India Private Limited will be required to restore the same to the original condition at his own cost.
 - (v) No trenching will be done on link road, boring method will be used in link road and 33Kv electrical line with Tower will be laid at the extreme edge of the road in the non-BT surface only.
 - (vi) The licensee shall inform/give a notice to the NHAI, Govt. of India or its authorized agency at least 15 days in advance with route details prior to

For RENFRA ENERGY INDIA PVT LTD

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digging trenches for fresh or maintenance/repair work. A separate work plan and a separate performance Bank Guarantee @ Rs100/- per meter length for maintenance/ repair work shall have to be furnished by M/s. Renfra Energy India Private Limited.

- (vii) Each day, the extent of erection of 33kv electrical line with Tower 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 NHAI.
- (viii) The Licensee shall indemnify the concerned agency in co-ordination with NHAI, against all damages and claims, if any, due to the erection of 33kvelectrical line with Tower.
- (ix) The NHAI has a right to terminate the permission or to extend the period of agreement. In case the M/s. Renfra Energy India Private Limited wants shifting, repairs or alteration to 33Kv electrical line with Tower, he will have to furnish a separate bank guarantee.
- (x) 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 33kv electrical line with Tower.
- (xi) The permission granted shall not in any way be deemed to convey to M/s. Renfra Energy India Private Limited any ownership right or any interest in route / road / highway / land / property, other than what is herein expressly granted.
- (xii) During the subsistence of this agreement, the erection 33Kv electrical line with Tower 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 of M/s. Renfra Energy India Private Limited to the use thereof shall not become absolute and indefeasible by laps of time.
- (xiii) M/s. Renfra Energy India Private Limited shall bear the stamp duty charged for the agreement.
- (xiv) The 33Kv electrical line with Tower shall not be brought in to use by M/s. Renfra Energy India Private Limited unless a completion certificate to the effect that the erection of 33kv electrical line with Tower has been laid in accordance with the approved specifications and drawings

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and the trenches have been filled up to the satisfactions of the concerned agency in co-ordination with the owner has been obtained.

- (xv) Notwithstanding anything NHAI contained herein this agreement may be cancelled at any time by the for breach of any condition of the same and the M/s. Renfra Energy India Private Limited 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.
 - (xvi) 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 M/s. Renfra Energy India Private Limited 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.
 - (xvii) The enforceability of the Right-of Way permission granted here in shall be restricted to the extent of provisions/scope of service contained/defined in the license agreement of the License with Department of TNEB and for the purpose for which it is granted. Either by content or by intent, the purpose extending this Right-of Way facility is not to enhance the scope of M/s. Renfra Energy India Private Limited.
4. **Shifting of 33Kv electrical line with Tower as and when required by NHAI:** M/s. Renfra Energy India Private Limited shall shift the 33Kv electrical line with Tower 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 33Kv electrical line with Tower, 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 his own cost and risk
 5. **Shifting due to 6 lining / widening of NH:** After the termination/expiry of the agreement, M/s. Renfra Energy India Private Limited shall remove the 33Kv electrical line with Tower within 90 days and the site shall be brought back to the original condition failing which the M/s. Renfra Energy India Private Limited will lose the right to remove the 33kv electrical line with Tower. However, before taking up the work of removal of 33kv electrical line with Tower the M/s. Renfra Energy India Private Limited 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 excavated trench by proper filling and compaction,

For RENFRA ENERGY INDIA PVT LTD


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clearing debris, loose earth produced due to excavation of trenching at least 50m away from the edge of the right of way.

6. **Traffic movement during erection of 33kv electrical line with Tower 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 M/s. Renfra Energy India Private Limited.
7. **If any claim is raised by the concessionaire then the same has to be paid by the applicant:** M/s. Renfra Energy India Private Limited 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 M/s. Renfra Energy India Private Limited. 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 by M/s. Renfra Energy India Private Limited. If M/s. Renfra Energy India Private Limited fails to comply with the condition 5 and 6 above to the satisfaction of the NHAI, the same shall be got executed by the NHAI at the risk and cost of the M/s. Bharat Petroleum Corporation Limited.
8. **We, Renfra Energy India Private Limited, No:122/12,122/13, Varthaga Nagar, Kuthukalvalasai, Tirunelveli, Tamil Nadu, 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, M/s. Renfra Energy India Private Limited. Failing to discharge the obligation of making good the damages caused due to erection, the NHAI shall have a right to make good the damages caused due to erection at the cost of the M/s. Bharat Petroleum Corporation Limited. 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, M/s. Renfra Energy India Private Limited. 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.**

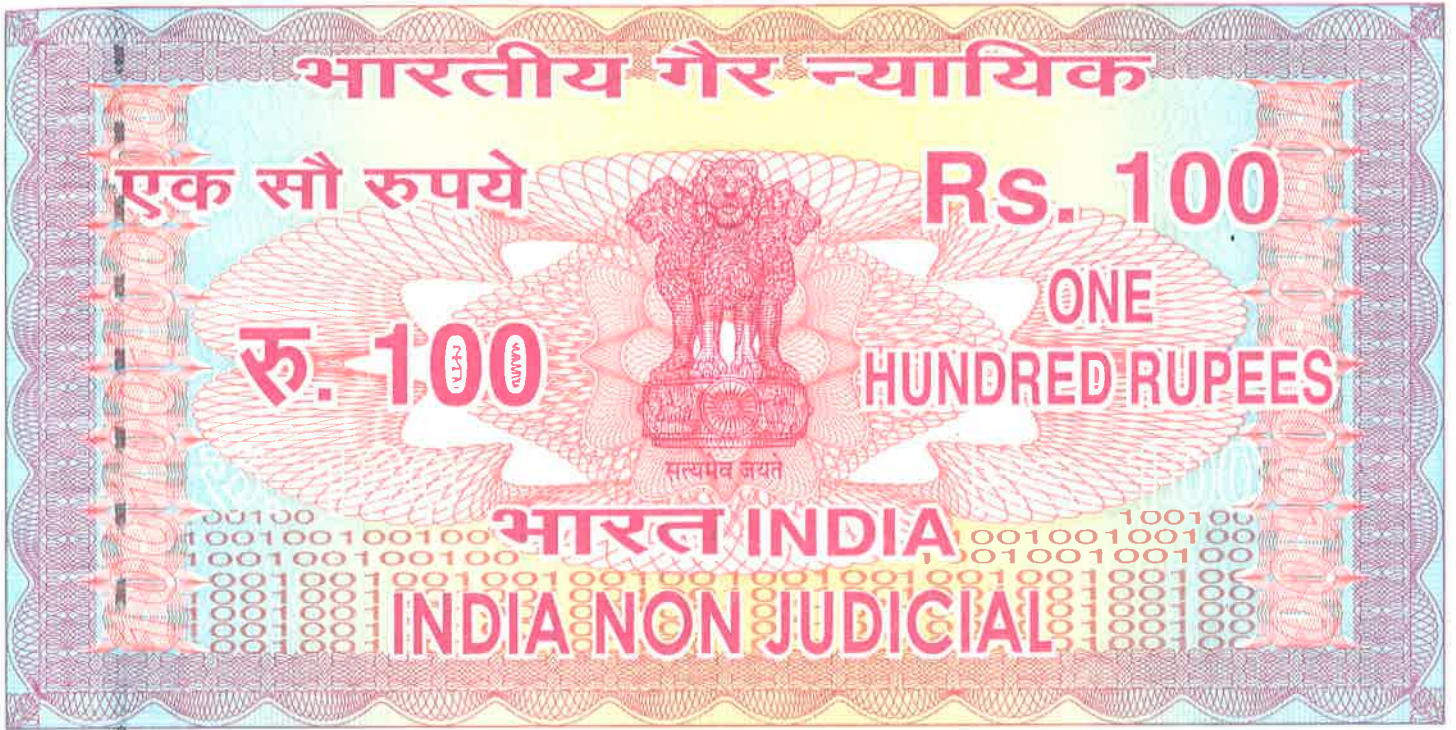
For RENFRA ENERGY INDIA PVT LTD


Authorized Signatory

10. 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 Guarantees, M/s. Renfra Energy India Private Limited shall either furnish a fresh guarantee or extend the guarantee for a further period of one year.
11. We will relocate lines/Utilities at our own cost, notwithstanding the permission granted within such time as will be stipulated by NHAI "for future six-laning or any other development."
12. We, M/s. Renfra Energy India Private Limited, No:122/12,122/13, Varthaga Nagar, Kuthukalvalasai, Tirunelveli, Tamil Nadu, hereby undertake that "The existing avenue plantation is not affect due to the present proposed erection of 33KV electrical Lines with 12 Nos. of M+ Type Tower along the road from Km.19/100 to Km.19/510 (RHS) and across the road @ Km.19/100 by using HDD method for a total length of 454m in National Highway No. 138 of (Tuticorin to Tirunelveli section) ".
13. We, M/s. Renfra Energy India Private Limited, No:122/12,122/13, Varthaga Nagar, Kuthukalvalasai, Tirunelveli, Tamil Nadu, hereby undertake that the pay the fee /rent as mentioned in the Ministry's Guidelines Lr. No. RW/NH-33044/29/2015-S&R (R) dated 33.11.2016 as and when asked by NHAI.
14. Lr. No. RW/NH-33044/29/2015-S&R (R) dated 33.11.2016 as and when asked by NHAI. Reference Circular issued by Ministry of Road Transport & Highways, GOI, Circular No. RW/NH-33044/29/2015-S&R (R) dated 33.11.2016. Where in, the last paragraph that "The Highway Administration Rules 2004 will be modified accordingly. This circular will come in to effect from the date of notification of the modified Highway Administration Rule" So we hereby give our consent to abide by the content of this circular from the date of its notification by MORTH, GOI and agree to pay the ground rent any other charges applicable for the section as applied by us.

Yours Faithfully,
M/s. Renfra Energy India Private Limited,
For RENFRA ENERGY INDIA PVT LTD


Authorized signatory



தமிழ்நாடு தமில்நாடு TAMILNADU 05.02.2025
 RENFRA ENERGY INDIA
 PRIVATE LIMITED
 TIRUNELVELI
 INDEMNITY BOND

EW 890285

B.செந்தில்குமார்

முத்திரைத்தாள் விற்பனையாளர்
 435, சிவன் மாளிகைமன் கோவில் வீதி

சுரோடு - 3.

உரிமம் எண். 7 / 2000

Name of Work: Erection of 33KV electrical Lines with 2 Nos. of M+ Type Tower across the road @ Km.25/080 by using Overhead method in National Highway No.138 of (Tuticorin to Tirunelveli section) for a total length of 45m in the state of Tamil Nadu, National Highways, Tuticorin.

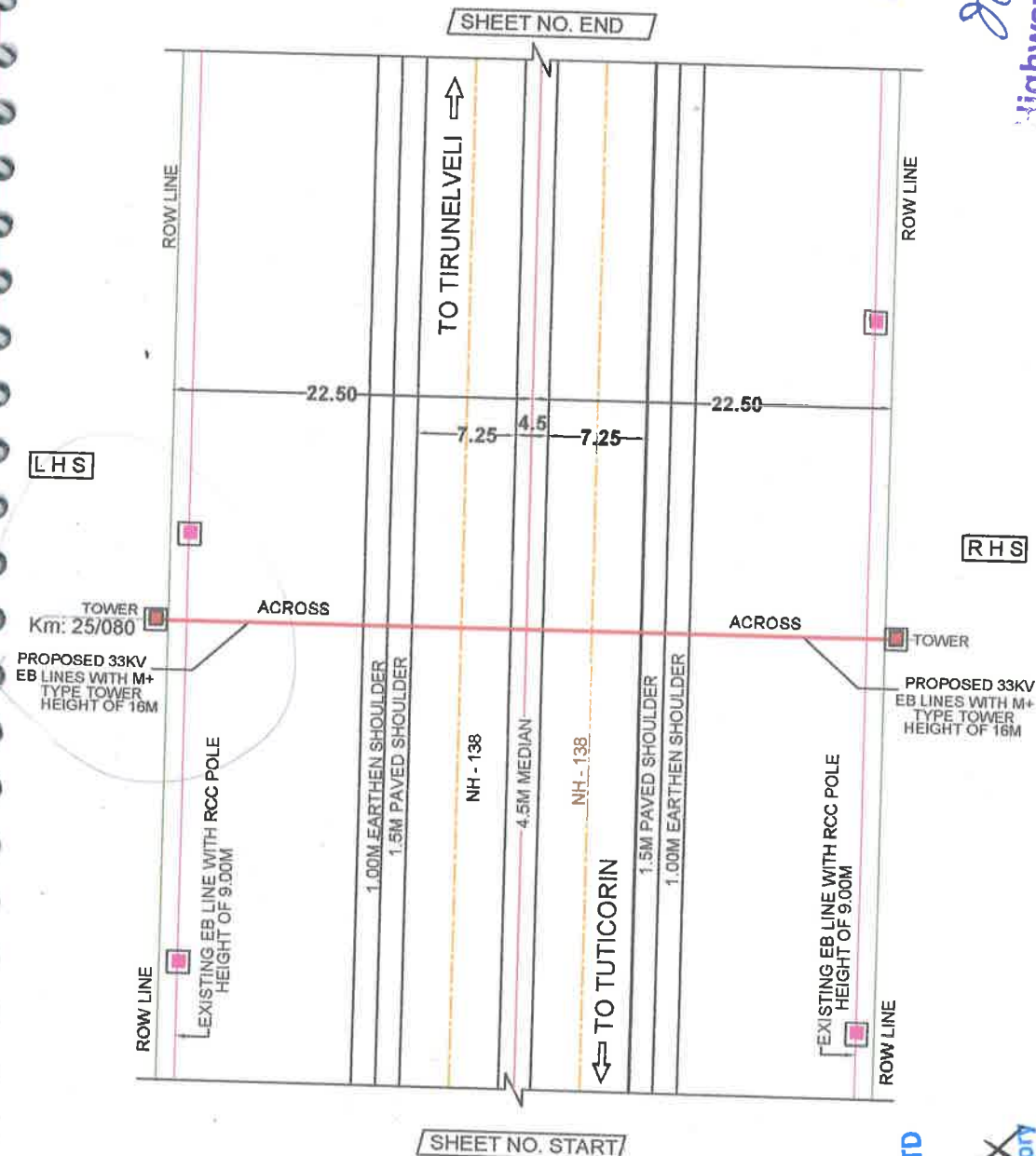
Indemnity against all damages and claims as per Sl. No. 5.6 of Checklist

We M/s. Renfra Energy India Private Limited, No:122/12,122/13, Varthaga Nagar, Kuthukalvalasai, Tirunelveli, Tamil Nadu - 627811, do hereby indemnify Project Director, National Highways Authority of India, Project Implementation Unit, binding ourselves to pay all the losses and claims in respect of Erection of 33KV electrical Lines with 2 Nos. of M+ Type Tower across the road @ Km.25/080 by using Overhead method in National Highway No.138 of (Tuticorin to Tirunelveli section) for a total length of 45m in the state of Tamil Nadu, or maintenance thereof and against all claims, 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.

Yours Faithfully,
 M/s. Renfra Energy India Private Limited,

For RENFRA ENERGY INDIA PVT LTD

Authorized signatory
 Authorized Signatory



Manager (T)
PIU - Tuticorin

Highway Cum RE
Room / CPC / JR
NH - 138

NOTES:

1. ALL DIMENSIONS ARE IN METERS
UNLESS OTHERWISE SPECIFIED
2. ACROSS LENGTH - 45m
3. SCALE - N T S

TUTICORIN TO TIRUNELVELI SECTION (NH - 138)

Across @ Km: 25/080

APPLICANT:

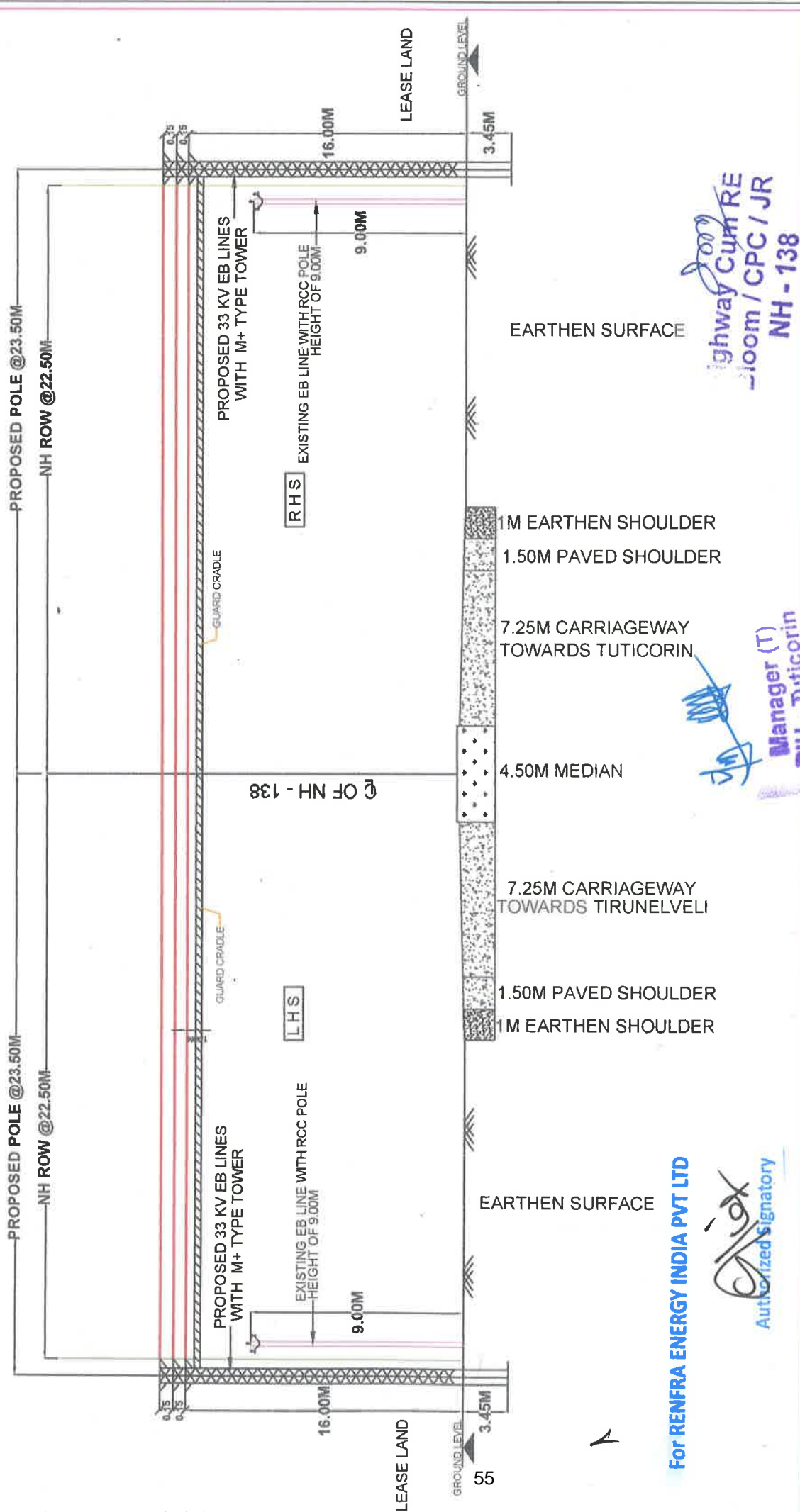
M/s. RENFRA ENERGY INDIA PRIVATE LIMITED

No:122/12,122/13, Varthaga Nagar, Kuthukalvalasai,
Tirunelveli, Tamil Nadu - 627811

- LEGEND:
- PROPOSED EB LINE WITH TOWER
 - EXISTING EB LINE WITH POLE
 - BT ROAD
 - CENTER LINE OF CARRIAGEWAY
 - CENTER LINE OF ROAD
 - BOUNDARY (ROW)
 - BRIDGE / CULVERT

For RENFRA ENERGY INDIA PVT LTD

Authorized Signatory



TUTICORIN TO TIRUNELVELI SECTION (NH - 138)

Across @ Km: 25/080

APPLICANT:

M/s. RENFRA ENERGY INDIA PRIVATE LIMITED
No:122/12,122/13, Varthaga Nagar, Kuthukalvalasai,
Tirunelveli, Tamil Nadu - 627811

CROSSECTION DETAILS FOR NH - 138

TITLE:

UNDERTAKING / SAFETY CERTIFICATION ON GUARDING

I / we undertake that the HT OH Lines provided along the National Highway are laid according to the relevant safety regulations and we shall provide suitable guarding in the section at Km.25/080 by crossing the NH 138 road for preventing risk of live wires falling during strong coastal winds.

For RENFRA ENERGY INDIA PVT LTD


Authorized Signatory

 30/01/2025
ASSISTANT EXECUTIVE ENGINEER
Non-Conventional Energy Sources
Tamil Nadu Green Energy Corporation Ltd.,
Tirunelveli - 627 011.

UNDERTAKING / SAFETY CERTIFICATION ON MINIMUM HORIZONTAL CLEARANCE

I / we undertake that the proposed 33KV electrical lines will be provided ensuring minimum horizontal clearance with the existing lines as per relevant regulations and will not affect any adverse effect to the existing utilities & IOCL Gas pipelines.

For RENFRA ENERGY INDIA PVT LTD


Authorized Signatory


ASSISTANT EXECUTIVE ENGINEER
Non-Conventional Energy Sources
Tamil Nadu Green Energy Corporation Ltd.,
Tirunelveli - 627 011.

(Amended)



Government of India
Form GST REG-06
[See Rule 10(1)]

Registration Certificate

Registration Number :33AAICR5893B1ZB

1.	Legal Name	RENFRA ENERGY INDIA PRIVATE LIMITED			
2.	Trade Name, if any	RENFRA ENERGY INDIA PRIVATE LIMITED			
3.	Additional trade names, if any				
4.	Constitution of Business	Private Limited Company			
5.	Address of Principal Place of Business	NO.122/12,122/13, RENFRA POWER PRIVATE LIMITED, VARTHAGA NAGAR, KUTHUKALVALASAI, Tirunelveli, Tamil Nadu, 627811			
6.	Date of Liability	16/11/2017			
7.	Date of Validity	From	16/11/2017	To	Not Applicable
8.	Type of Registration	Regular 			
9.	Particulars of Approving	Tamil Nadu Goods and Services Tax Act, 2017			
Signature		Validity unknown Digitally signed by DS GOODS AND SERVICES TAX NETWORK Date: 2023.07.17 14:46:20 IST			
Name		JEYARAJ			
Designation		Commercial Tax Officer			
Jurisdictional Office		TENKASI			
Date of issue of Certificate		17/07/2023			
Note: The registration certificate is required to be prominently displayed at all places of Business/Office(s) in the State.					

This is a system generated digitally signed Registration Certificate issued based on the approval of application granted on 17/07/2023 by the jurisdictional authority.



Goods and Services Tax Identification Number: 33AAICR5893B1ZB

Details of Additional Place of Business(s)

Legal Name RENFRA ENERGY INDIA PRIVATE LIMITED

Trade Name, if any RENFRA ENERGY INDIA PRIVATE LIMITED

Additional trade names, if any

Total Number of Additional Places of Business(s) in the State 13

- 1 NO.79, RENFRA POWER PVT LTD, PETAMANAGARAM, SRI MOOLAKARAI VILLAGE, SRIVAİKUNTAM TALUK, Thoothukudi, Tamil Nadu, 628620
- 2 RENFRA POWER PVT LTD NO.127, VADAKKU SANGANTHIRADU,, KALLUR POST, PAPPAKUDI TALUK, Tirunelveli, Tamil Nadu, 627603
- 3 RENFRA POWER PVT LTD SURVEY NO 74/2 PATTA NO 679, EAKKAKUDI VILLAGE KILAKKARAI TALUK, Sakkankudi, Ramanathapuram, Tamil Nadu, 623502
- 4 RENFRA POWER PVT LTD SF NO.120/1A1 401 AND 332, MEENAVANKULAM MAIN ROAD KALLIKULAM POST NANGUNERI TALUK, Kallikkulamchatram, Tirunelveli, Tamil Nadu, 627502
- 5 EARAL TALUK, RENFRA POWER PVT LTD SF NO.50/1A4A2, MEENACHI PATTI TO NATTATHI MAIN ROAD, Nallathi, Thoothukudi, Tamil Nadu, 628851
- 6 9TH FLOOR SOUTH PHASE, RENFRA POWER PVT LTD PLOT NO.33-B, OLYMPIA PLATINA, GUINDY INDUSTRIAL ESTATE, Guindy, Chennai, Chennai, Tamil Nadu, 600032
- 7 RENFRA POWER PVT LTD NO.2/19, 86TH STREET, Ashok Nagar, Chennai, Chennai, Tamil Nadu, 600083
- 8 RENFRA POWER PRIVATE LIMITED, SUR NO.28/3, VAGAIKULAM TO PERURANI MAIN ROAD, Varthakareddipatti, Thoothukudi, Tamil Nadu, 628102
- 9 RENFRA POWER PVT LTD SUR NO.242/1, MARAPATTI VILLAGE, IRUNTHIRAPATTI PANCHAYAT, Iluppur, Pudukkottai, Tamil Nadu, 622102
- 10 RENFRA POWER PVT LTD SF NO.50/1A4A2, NATTATHI POST, MEENACHI PATTI TO NATTATHI MAIN ROAD, EARAL TALUK, Perungulam, Thoothukudi, Tamil Nadu, 628751
- 11 Sy no 536/3, Sathuperi Palayam to Othalavadi main road, Othalavady, Tiruvannamalai, Tamil Nadu, 632326
- 12 Sy no 89/2, Adari to Kachimailur Main road, Veppur Taluk, Kachimailur, Cuddalore, Tamil Nadu, 606108
- 13 No 49, Thuraiyur Taluk, Nagalapuram, Tiruchirappalli, Tamil Nadu, 621002



Goods and Services Tax Identification Number: 33AAICR5893B1ZB

Legal Name RENFRA ENERGY INDIA PRIVATE LIMITED

Trade Name, if any RENFRA ENERGY INDIA PRIVATE LIMITED

Additional trade names, if any

Details of Managing / Whole-time Directors and Key Managerial Persons

1		Name	LINGA DURAI ARUMUGA RAJA
		Designation/Status	DIRECTOR
		Resident of State	Tamil Nadu
2		Name	PERIYASAMY MUTHURAJ
		Designation/Status	CHAIRMAN&MANAGINGDIRECTOR
		Resident of State	Tamil Nadu



CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF M/s. RENFRA ENERGY INDIA PVT LTD, HELD ON FRIDAY, 27th DECEMBER 2024, AT 11:00 AM, AT THE REGISTERED OFFICE OF THE COMPANY, NO: 122(12) VARTHAGA NAGAR, KUTHUKALVALASAI-627811, TENKASI - DISTRICT, TAMIL NADU.

"RESOLVED THAT pursuant to the applicable provisions of the Companies Act, 1956, consent of the board of directors of the company be and is hereby authorized to Ministry of Road Transport and Highways' approval on such terms and conditions as may be considered appropriate and in the best interest of the Company.

RESOLVED FURTHER THAT Mr. R.Nandhakumar, (project Manager) S/o. G. Rathinasamy , Aged 38 years Residing at 1/189 Thungavi road, Poolavadi (PO) Udumalpet (TK) Tirupur (DT), Authorized representative of the Company be and is hereby authorized of such process and to sign and execute the process etc...And to give effect to the above resolution.

RESOLVED FURTHER THAT the common seal of the company, wherever required, is affixed herein for the completion of the aforesaid documentation.

//Certificate true copy//

For ReNfra Energy India Private Limited

[Signature]
Chairman & Managing Director



www.renfraenergy.com
info@renfraenergy.com

ReNfra Energy India Pvt Ltd

(Formerly Renfra Power)

**Reg : Regus Olympia Platina, 9th Floor,
Guindy, Chennai - 600032.**

Tamilnadu, India.



TO WHOM SO EVER IT MAY COCERN

AUTHORISATION LETTER

Our company is proposing to Ministry of Road Transport and Highways' approval for 33KV Double circuit line in NH-138 road (Tirunelveli-Tuticorin) across the road @ KM: 25/00.

Henceforth in accordance with the resolution passed by the Board of directors in its meeting held on Friday, 27th December 2024, at 11:00 am, at the registered office of the company, no: 122(12) Varthaga Nagar, Kuthukalvalasai-627811, Tenkasi - District, Tamil Nadu, hereby authorize **Mr. R.Nandhakumar, (project Manager) S/o. G. Rathinasamy**, Aged 38 years Residing at 1/189 Thungavi road, Poolavadi (PO) Udumalpet (TK) Tirupur (DT), Authorized representative of the Company be and is hereby authorized of such process and to sign and execute the process on behalf of the company.

We hereby agree that all acts and things done by our authorized person in pursuance to this Authorization Letter shall be deemed to have been done by us

//Certificate true copy//

For ReNfra Energy India Private Limited

[Signature]
Chairman & Managing Director



www.renfraenergy.com
Info@renfraenergy.com

ReNfra EnerGy India Pvt Ltd

(Formerly Renfra Power)

Reg : Regus Olympia Platina, 9th Floor,
Guindy, Chennai - 600032,
Tamilnadu, India.

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AN IMS CERTIFIED COMPANY

: T N G E C L :

From
Er. R.K. Vinothan, B.E., M.I.E.,
Director Technical,
TNGECL,
144, Anna Salai,
Chennai – 600 002

To
M/s. Renfra Energy India Pvt Ltd
IndiQube Ocean Bay, 5th Floor, A-19 & 20,
SIDCO Thiru Vi Ka Industrial Estate,
Guindy, Chennai – 600032
Tamil Nadu, India.

Lr.No.CE/NCES/L21/F.M/s. Renfra Energy India Pvt Ltd- 50MW/2024,D.No 360 dated:
03.12.2024.

Dear Sir,

Sub: NCES – M/s. Renfra Energy India Pvt Ltd- Establishment of 110/33KV Substation with 1 x 50 MVA Power Transformer at **Kombukaranatham SS, Tuticorin District** for evacuation of 50 MW Solar PV Power Plant under Section 10(1) of Electricity Act 2003 – **connectivity at 110/33/11 KV Kombukaranatham TANTRANSCO Sub - station at 110KV Level** – Award letter -Issued – Reg.

- Ref:
1. Per FB TNGECL Proceedings No.03 (Technical Branch) dt.29.08.2024.
 2. Letter dated 19.07.2023 received from M/s. Renfra Energy India Pvt Ltd.
 3. Lr. No. 007944-1/CE/NCES/SE/Sol/EE/SCB/L2/F. M/s. Renfra Energy India Pvt Ltd – 1x50MW – Kombukaranatham /2023 Dt: 08.08.2023.
 4. Lr. No./CE/NCES/SE/Sol/EE/SCB/L2/F.M/s.Renfra Energy India Pvt Ltd – 1x50MW – Kombukaranatham /2023-2 Dt: 21.08.2023.
 5. UO No. CE/Plg&RC/SE/SS/EE-II/AEE1/F. Study 27 (23-24) /D.463/23 dt:01.11.2023.- Study Report
 6. Lr.No.010148/L21/F.M/s.ReNfra Energy India Pvt Ltd – 1x50MW/2024,, D.800/2024 Dt: 21.03.2024.- LFS Intimation
 7. Note approval DIR/Techniacal dated – 27.11.2024

Based on the request made by you in the reference cited 3rd& 4th above and as per the B.P. cited second above, you are permitted to take up the work for establishment of new

110/33 KV pooling SS with erection of 1 x 50 MVA, 110/33KV Power Transformer at Tuticorin District along with its associated 110KV Transmission line & 110KV Bay arrangement and with 110KV metering arrangement at the existing 110/33/11 KV **Kombukaranatham** TANTRANSCO SS under section 10(1) of EA 2003 for evacuation of 50MW Solar Power and duly meeting out all expenditures by yourself for evacuation of Solar power generated from your / your client's SPV plant through the TANGEDCO/TANTRANSCO grid, with the following conditions:

1. Your proposed **Kombukaranatham** 110/33 KV Pooling 10(1) SS should be connected with the existing 110/33/11 KV **Kombukaranatham** TANTRANSCO SS at 110KV level duly erecting a 110 KV SC line on DC tower with AL59 Panther conductor from your proposed Pooling **Kombukaranatham** 110/33 KV, 10(1) pooling substations to the existing 110/33/11 KV **Kombukaranatham** TANTRANSCO SS subject to the following conditions
2. Your proposed **Kombukaranatham** 110/33 KV Pooling 10(1) SS shall be interfaced at existing 110/33/11 KV **Kombukaranatham** TANTRANSCO SS at 110KV level with dedicated 110KV Bay arrangements. The 110KV Bay allocation will be done at 110/33/11 KV **Kombukaranatham** TANTRANSCO SS subject to remittance of necessary 110KV bay allotment charges to TANTRANSCO.
3. The 110KV Bay extension work at **Kombukaranatham** 110/33/11 KV Sub-Station may be taken up by you only on remittance of necessary establishment and supervision charges to TANTRANSCO and should be carried out under the supervision of TANTRANSCO officials only and as per the TANTRANSCO standard after getting drawing approval well in advance from the TANTRANSCO. The protection system of your proposed 110KV line should be validated by the P&C wing / Madurai.
4. The newly proposed **Kombukaranatham** 110/33KV 10(1) Pooling Substation along with Power Transformer and its auxiliaries and the associated 110KV transmission line shall be carried out by yourself at your cost.
5. All the Substation works and the associated feeder work should be completed within 15 months from the date of award.

6. As per BP cited 1st above, you have already paid the interest free refundable security deposit total of 500 lakhs @ Rs.10 Lakhs/MW vide **Bank Guarantee No: 2360IBG151529 Dt:21.11.2024** for evacuation of 50MW Solar Power Project. The Power evacuation application fee of Rs. 5,90,000/- paid vide Doc. No. Doc.No:2350859062 Dt:14.08.2023, Load flow study charges of Rs.1,18,000/- paid vide Doc.No: 2350859063 Dt:14.08.2023 and Security deposit for Load flow Study of Rs.20 Lakhs paid, vide Doc.No: 2350859064 Dt:14.08.2023 are taken into account of this project.
7. If Substation is not commissioned within the time line, further extension of time will be approved on payment of Non-refundable commitment charges in advance for the extension requested period equivalent to transmission charges per day per MW as applicable based on the prevailing TNERC Order. If the Substation is not commissioned even after the extension of approval period the security deposit Rs.10 Lakhs/MW will be forfeited and the evacuation reservation will be cancelled without any further notice and will be allot the next prospective generator.
8. The required transmission charges/day/MW should be paid to TANTRANSCO at the rates approved by TNERC time to time, from the date of commissioning of your Substation with Line (or) from the date of commitment whichever is earlier. Requisite cost for provision of data integration with the existing / sanctioned SS and necessary Supervision Charges should be paid by you well in advance based on the demand raised by TANTRANSCO/TNGECL.
9. Only on production of CEIG safety certificate, your Substation and associated dedicated transmission line and the Renewable Energy feeder lines will be permitted for charging and to tie-up with TANTRANSCO grid.
10. The 110KV Substation and associated dedicated transmission line and SPV feeder lines erected by you under Section 10(1) of EA-2003 shall be maintained by yourself. If any defect (or) failure occurs in the newly erected system / line, TNGECL/TANTRANSCO shall not be held responsible for any loss of generation and Board shall not pay any compensation for any deemed generation loss. Also, if any

damage caused to the Board equipments consequent on failure of your equipments, the entire cost shall be collected from you.

11. At the time of commissioning of each Solar Power Plant, you must furnish the Agreement executed between you and your client for authorizing yourself for maintenance of the Substation and an undertaking for not claiming any compensation for deemed generation loss due to defect (or) failure of TANTRANSCO Substation equipments.
12. A 110KV bulk meter with ABT compatibility with 0.2s class accuracy with remote metering facility shall be provided by yourself at the proposed 110KV feeder of the existing 110/33/11 KV **Kombukaranatham** TANTRANSCO SS end and the reading of this bulk meter shall only be considered for all billing transactions.
13. Individual ABT meter shall also to be provided by you / your clients/SPV with remote metering facility at each SPV Plant so as to transfer the data to SLDC directly and for calculation of line losses.
14. The line losses between the generator meter and the SS feeder end bulk meter at TANTRANSCO SS end shall be shared by your clients proportionately as per their plant capacity.
15. The Bulk meter reading shall be the final reading for all the transaction after deduction of line losses for all the generators to be connected at your 110/33 KV Pooling 10(1) SS.
16. After commissioning the Pooling Substation, you are bound to abide all the terms and conditions of SLDC issued from time to time in accordance with Hon'ble TNERC, Hon'ble CERC and CEA regulations for a grid safety.
17. The applicable O&M charges for 110KV bay have to be paid to TANTRANSCO, which would be intimated separately, and is subject to revision. As DSM is implemented, the generation details shall be made available at **Kombukaranatham 110/33/11 KV Sub-Station** through data connectivity.
18. Further M/s. Renfra Energy India Pvt Ltd has to provide the following at their cost.
 - I. Breakers and necessary protection arrangement at your plant Switchyard end as per TNGECL norms.

- II. ABT meters for recording your supply as per CERC/TNERC Regulations in force.
 - III. Cost towards provision of data as Ethernet data at Jurisdiction LD centre (JLDC) end either by VSAT or any other communication.
 - IV. For Instantaneous data communication, the Modem with Sim card is to be installed and it should remain workable upto the lifetime of the solar plant.
19. For data connectivity to jurisdiction LD centre you have to pay Rs 3,00,000/-+ GST Rs.54,000/- (Rupees Three Lakhs and Fifty Four Thousand only) to TANTRANSCO towards terminal equipment to be provided by TNEB at JLDC.23
 20. The speech communication to adjacent stations can be provided either by land line or PLCC depending on the infrastructure available at the premises.
 21. Further, you are requested to execute an Undertaking to effect that, you shall not claim any compensation or responsibility for any unforeseen outage or scheduled maintenance outage at **Kombukaranatham 110/33/11 KV Sub-Station**.
 22. You are also requested to ensure that Harmonics are maintained within the prescribed limit as per the CEA norms to maintain the grid discipline. **The Harmonic study shall be conducted within two months for taking necessary action to limit the level of Harmonics as per CEA norms.** The SPV plant generator has to maintain power factor at their plant end as per IEGC.
 23. TNGECL reserves the right to allow the other developers to connect their power plants in the power evacuation line erected by you until the optimum capacity of the power evacuation line is achieved, as there may be no space for the further bay extension at the existing sub-station.

In such case, the cost of the line shall be shared among the developers who are permitted to use the line. The cost sharing may be mutually decided by such developers who wish to use the evacuation line.

TANTRANSCO will carry out the operation and maintenance of the newly erected equipment in the SS related to the project after collecting necessary charges which would be intimated separately.

In this regard, it is to be informed that further action will be taken by TNGECL subject to fulfillment of the above said terms.


Chief Engineer/NCES
for Director/ Technical
TNGECL

Copy to the Director/Transmission Project/TANTRANSCO/Chennai
Copy to the Chief Engineer/Grid Operation /Chennai-2.
Copy to the Chief Electrical Inspector of Government/Guindy/Chennai.
Copy to the Chief Engineer/Distribution/ Tirunelveli.
Copy to the Chief Engineer/System Operation/Trichy.
Copy to the Superintending Engineer/NCES/Tirunelveli.
Copy to the Superintending Engineer/EDC/Tuticorin
Copy to the Superintending Engineer/System Studies/Chennai – 2.
Copy to the Superintending Engineer/Operation/ Tirunelveli.
Copy to the Superintending Engineer/GCC/Madurai
Copy to the Superintending Engineer/P&C/Madurai.
Copy to the Executive Engineer/WFP/Tirunelveli.

Government of India
Ministry of Road Transport and Highways
(Highway Administration Cell)

Transport Bhavan, 1, Parliament Street, New Delhi — 110 001

No. NH-36094/01/2022-S&R(P&B)

Dated: 17th April, 2023

To

1. The Chief Secretaries of all the State Governments/UTs
2. The Principal Secretaries/ Secretaries of all States/ UTS Public Works Department dealing with National Highways, other centrally sponsored schemes.
3. All Engineers-in-Chief and Chief Engineers of Public Works Department of States/ UTs dealing with National Highways, other Centrally Sponsored Schemes.
4. The Director General (Border Roads), Seema Sadak Bhawan, Ring Road, New Delhi-110 010.
5. The Chairman, National Highways Authority of India, G-5 & 6, Sector-10, Dwarka, New Delhi-110 075.
6. The Managing Director, NHIDCL, PTI Building, New Delhi-110001
7. ROs, ELOs and PIUs of the MoRTH.

Subject- Accommodation of Public and Industrial Utility Services along and across National Highways- Policy guidelines; Clarifications regarding OFC/Telecom cables.

Sir,

Following amendments are issued herewith with reference to Ministry's policy circular no RW/NH-33044/29/2015-S&R(R) dated 22.11.2016 regarding permission for laying of underground OFC/telecom cables in NH ROW with immediate effect:


Clause	Existing provision	Amendments
3.1	The utility services 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 accordance with the provision of IRC and executed following the Specifications of the Ministry.	The utility services shall normally 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 accordance with the provision of IRC and executed following the Specifications of the Ministry. Alternatively, for crossing of NH by pipelines for petroleum products, Horizontal Directional Drilling (HDD) method may be used

		without casing/ conduit pipe following the safety precautions and Codes as given in Annexure II.
5.	<p>Charges for granting licence for use of highway land: For the purpose of license fee/lease rentals, the utilities have been divided into two categories; i) Public utilities and b) Industrial utilities as per the details given in Annexure I.</p> <p>License Fee/lease rentals described below is for Industrial utilities. The license fee for Public utilities shall be 33% of the fee prescribed for Industrial utilities.</p>	<p>Charges for granting licence for use of highway land: For the purpose of license fee/lease rentals, the utilities have been divided into two categories; i) Public utilities and b) Industrial utilities as per the details given in Annexure I.</p>
5.1	<p>The following methodology shall be followed for license fees/lease rental determination for utility service lines other than localized infrastructure facilities like towers, repeaters and junction boxes).</p> <p>License Fees (Rs/sq m/ month) = (Utilized NH land area X Prevailing Circle Rate of land per unit area) / (10 X 12) where,</p> <p>Utilized NH land area = Outer diameter/width of the concerned utility line X length</p>	<p>License Fee for Industrial Utilities shall be equal to utilized NH land area X Prevailing Circle Rate of land per unit area X 10% per annum.</p> <p>Utilized NH land area shall include projection of utility on ground including area of support system / tower.</p> <p>License fee for total term of license (up to maximum of 5 years) shall be deposited in advance.</p>
5.2	<p>The following methodology shall be followed for license fees/lease rental determination for utility services such as towers/repeaters junction boxes etc.</p> <p>License Fees (Rs/sq m/ month) = (Utilized NH land area X Prevailing Circle Rate of land per unit area) / (10 X 12) where,</p>	<p>License Fee for public utility shall be equal to utilized NH land area X Prevailing Circle Rate of land per unit area X 1.5% per annum, subject to minimum of Rs. 10,000/-, with 6% annual increment.</p> <p>Utilized NH land area shall include area of support system / tower but not include projection of utility on ground.</p>

Utilized NH land area = Projection of utility on the ground including area of support system/tower. However, for public utilities, area below the support system/tower shall only be charged.	There shall be no license fee for OFC cables crossing the NH through HDD method. License fee for total term of license (up to maximum of 5 years) shall be deposited in advance.
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2. This issues with the approval of competent authority.

Yours faithfully



(Rakesh Prakash Singh) 17/4/23
Superintending Engineer (HA)

Copy to:

1. AS/ JS/CEs in MoRTH
2. Director, IAHE
3. The Secretary General, Indian Roads Congress
4. Technical circular file of S&R(P&B) Section and Road Safety Engineering Cell
5. NIC-for uploading on Ministry's website under "What's new"

Copy for information to:

1. PS to Hon'ble Minister (RT&H)/ PS to Hon'ble MOS (RT&H)
2. Sr. PPS to Secretary (RT&H)/ Sr. PPS to AS(H)/ Sr. PPS to AS&FA
3. Sr. PPS to DG (RD) & SS/ Sr. PPS / PPS /PS to ADG-I/II/III/IV


(Rakesh Prakash Singh) 17/4/23
Superintending Engineer (HA)

Annexure II**A. Codes/ publications for guidance on design of Horizontal Directional Drilling crossing for Petroleum Pipelines**

- a) Oil Industry Safety Directorate Code: IOSD Code-141.
- b) American Gas Association PR-227-9424 "Installation of Pipelines by Horizontal Directional Drilling an Engineering Design Guide".
- c) American Society of Civil Engineering Practice No.89 – "Pipeline Crossings Handbook".
- d) Directional Crossing Contractors Association publications "Guidelines for a Successful Directional Crossing Bid Package", "Directional Crossing Survey Standards" and "Guidelines for Successful Mid-Sized Directional Drilling Projects."

B. Safety precautions and plan to be submitted along with the proposal for HDD crossings:

- a) Before taking up the HDD work, area to be scanned by suitable methods like GPR to locate all underground utilities. Accordingly, crossing plan and profile drawings to be developed showing all pipelines, utilities, cables and structures that cross the drill path, are parallel to and within 30m of the drill path and that are within 30m of the drilling operation, including mud pits and bore pits.
- b) Damage prevention plan to reduce or avoid the likelihood of damage to adjacent underground facilities, including pipelines, utilities, cables and other subsurface structures considering the accuracy of the method in locating existing structures and in tracking the position of the pilot string during drilling. Consideration should be given to having an auxiliary location system to include manual excavation to ensure that the drilling bit or reamer is following the projected path and does not encroach upon crossing or parallel lines. The damage prevention plan should include provision for sending notification to all affected parties.
- c) Safety plan to include contingency plans in the event the drilling string impacts subsurface facilities and identify facilities and resources to be utilized in the event of an emergency or any personnel injuries. The safety plan shall be reviewed on site with all construction personnel prior to the commencement of drilling operations.
- d) Plan for containment and disposal of drilling fluids, if used.
- e) Hydrostatic test plan that should consider pretesting of the fabricating string(s) prior to installing the crossing.
- f) Testing plan be agreed upon the measures like Cathodic protection, periodic inspection be outlined and Supplementary extra thickness of pipe be ensured to compensate for corrosion.
- g) Pipeline laying agencies to submit annual certificates of inspection after laying.

Cal
17/4/23



GOVERNMENT OF INDIA
MINISTRY OF ROAD TRANSPORT & HIGHWAYS
AN ISO 9001:2008 CERTIFIED MINISTRY

S&R(R) ZONE

IAHE Campus,
A-5, Sector-62,
Noida-201301.

F. No. RW/NH-33044/29/2015/S&R(R)

Dated: 22nd November, 2016

To,

1. The Chief Secretaries of all the State Governments/ UTs
2. The Principal Secretaries/ Secretaries of all States/ UTs Public Works Department dealing with National Highways, other centrally sponsored schemes.
3. All Engineers-in-Chief and Chief Engineers of Public Works Department of States/ UTs dealing with National Highways, other centrally sponsored schemes.
4. The Director General (Border Roads), Seema Sadak Bhawan, Ring Road, New Delhi-110 010.
5. The Chairman, National Highways Authority of India, G-5 & 6, Sector-10, Dwarka, New Delhi-110 075.
6. The Managing Director, NHIDCL, PTI Building, New Delhi-110001

Subject: Accommodation of Public and Industrial Utility Services along and across National Highways – Policy guidelines regarding.

Sir,

The Government has realized that development of infrastructure across the Country on a sustainable and integrated manner continues to be an imperative for improving the state of economy, enhancing quality of life of the citizens and ensuring equitable development throughout the country.

Land being among the most precious of natural resources available, optimum utilization of land shall play a critical role in integrated development of infrastructure. One of the ways to effect such optimum utilization is leveraging land within National Highway (NH) Right of Way (ROW) for laying utility services. This may be achieved through granting permissions for laying utility services along and /or across the ROW. However, environment and safety of the road users are the prime factors in deciding permission for utility services. Permission may be denied, if it is not feasible to ensure safety and environment through requisite safeguards. The Administration of ROW, has been defined in the National Highway Land and traffic Control Act 2002 and relevant Rules 2004.

Keeping in view the need for consistency and clarity, in supersession of all the instructions contained in the earlier previous circulars on the subject, following guidelines shall apply for accommodation of Utility Services along and across National Highways.

2. Laying of Utility Services along the National Highways:

- 2.1 There shall be a provision for utility ducts for appropriate categories/combination of utilities in the construction of new/4-6 laning of National Highways. The ducts shall be located at appropriate location preferably as close to the extreme edge of ROW.
- 2.2 Utility services shall be laid in the utility ducts, if provided for the purpose.
- 2.3 In stretches where utility ducts have not been provided, the utility services shall be located, beyond the toe line of the embankment and drains, as close to the extreme edge of the RoW as possible. While granting permission, requirement of up-gradation also needs to be kept in view.

2.3

2.4 It is to be ensured that at no time there is interference with the drainage of the road land and maintenance of the National Highways. Towards this, the top of the utility services shall be at least 0.6 metre below the ground level.

2.5 No utility service shall be laid over existing culverts and bridges except through the utility ducts where such provision exists. In case of absence of such provisions, the Licensee shall make his own arrangement for crossing of cross drainage structure, rivers, etc. below the bed.

2.6 In exceptional cases, where ROW is restricted the utility services can be allowed beneath the carriageway of service road, 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 in such case shall not be less than one lane. In such cases, it also needs to be ensured that maintenance of the utility services shall not interfere with the safe and smooth flow of traffic. The cost of operation and maintenance will have to be borne by the Licensee as per the agreement.

3. Laying of Utility Services across the National Highway:

3.1 The utility services 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 accordance with the provision of IRC and executed following the Specifications of the Ministry.

3.2 Existing drainage structures shall not be allowed to carry the lines across.

3.3 The utility services shall cross the National Highway preferably on a line normal to it or as nearly so as practicable.

3.4 The casing/conduit pipe may be installed under the road embankment either by boring or digging a trench. Installation by boring method shall be preferred.

3.5 In case of trenching, the sides of the trench should be done as nearly vertical as possible. The trench width should be at least 30 cm wider, (but not more than 60 cm wider), than the outer diameter of the utility pipe. Filling of the trench shall conform to the specifications contained here-in-below or as supplied by the Highway Authority.

3.5.1 Bedding shall be to a depth not less than 30 cm. It shall consist of granular material, free of lumps, clods and cobbles, and graded to yield a firm surface without sudden change in the bearing value. Unsuitable soil and rock edges should be excavated and replaced by selected material.

3.5.2 The backfill shall be completed in two stages (i) Side-fill to the level of the top of the pipe (ii) Overfill to the bottom of the road crust.

3.5.3 The side fill shall consist of granular material laid in 15 cm. Layers each consolidated by mechanical tamping and controlled addition of moisture to 95% of the modified Proctor's density. Overfill shall be compacted to the same density as the material that had been removed. Consolidation by saturation or ponding will not be permitted.

3.5.4 The road crust shall be built to the same strength as the existing crust on either side of the trench or to thickness and specifications stipulated by the Highway Authority.

3.6 When utilities are allowed overhead, the horizontal and vertical clearance in accordance with the IRC shall be maintained.

4. Procedure for processing application for granting permission for use of highway land: Any person who intends to obtain permission shall make an application online in the prescribed form to Highway Administration or an officer authorized by Highway Administration on his behalf. The application must mention details the various safety clearances from the respective authorities such as Directorate of Electricity, Chief Controller of Explosives, Petroleum and Explosives Safety Organization, Oil Industry Safety

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Directorate, State/Central Pollution Control Board and any other statutory clearances as applicable, which must be obtained by the Applicant before applying to the Highway Administration.

The application shall be put out in the public domain for 30 days for seeking claims and objections (on grounds of public inconvenience, safety and general public interest). The permission for laying utility services is to be normally granted within 30 days from the day of closure of public objections and claims. If no communication is received from the Highway Administration within 30 days from the day of closure of public objections and claims, the permission shall be deemed to be granted. The initial permission would be valid for a maximum of 5 years at a time, which can 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.

5. **Charges for granting licence for use of highway land:** For the purpose of license fee/lease rentals, the utilities have been divided into two categories; i) Public utilities and b) Industrial utilities as per the details given in Annexure I.

License Fee/lease rentals described below is for Industrial utilities. The license fee for Public utilities shall be 33% of the fee prescribed for Industrial utilities.

5.1 The following methodology shall be followed for license fees/lease rental determination for utility service lines other than localized infrastructure facilities like towers, repeaters and junction boxes).

License Fees (Rs/sq m/ month) = (Utilized NH land area X prevailing Circle Rate of land per unit area) / (10 x 12) where,

Utilized NH land area = Outer diameter/width of the concerned utility line X length

5.2 The following methodology shall be followed for license fees/lease rental determination for utility services such as towers/repeaters/ junction boxes etc.

License Fees (Rs/sq m/ month) = (Utilized NH land area X prevailing Circle Rate of land per unit area) / (10 x 12) where,

Utilized NH land area = Projection of utility on the ground including area of support system/tower

However, for public utilities, area below the support system/tower shall only be charged.

5.3 Fee shall have to be paid in advance for the period for which permission is granted. 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.

5.4 A system to redress grievances and to consider relaxation from the guidelines, in exceptional cases, shall be notified separately and shall be effective from the date of notification.

6. All required restoration, maintenance work subsequent to laying of utility services shall be required to be undertaken by the Licensee at its cost either by itself or through its authorized representative in consultation with the Authority as per predetermined time schedule and quality standards. To process for the granting of permission and prior to signing of Lease agreement, a Performance Bank Guarantee for an amount based on per route metre with a validity of one year initially, in the prescribed format (extendable if required till satisfactory completion of work) shall have to be furnished by the utility service provider/ Licensee, as a security against improper restoration of ground in terms of

14

filling/unsatisfactory compaction damages caused to other underground installations/utility services & interference, interruption, disruption or failure caused thereof to any services etc.; Utility services such as pipes etc (rate in per sq m)

provided in the ducts already provided

≤ 300 mm dia/width

Rs 50

> 300 mm dia/width but ≤ 1000 mm

Rs 100

> 1000 mm

Rs 250

Utility services such as towers etc (rate in Rs per sq m)

Rs 500

Rs 100

In case the Licensee fails 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 by forfeiture of the Bank Guarantee. In case, the Performance Bank Guarantee is invoked as mentioned above, the Licensee shall be required to replenish and reinstate the required Performance Bank Guarantee within one month of such invoking.

Notwithstanding 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 of the RoW facility.

7. The Authority shall enter into a License Agreement with the respective utility service provider in the format enclosed (Appendix) including any other conditions imposed by Highway Administration, to ensure safe and uninterrupted flow of traffic. Post signing of the agreement, the utility service provider shall be designated as 'Licensee' for the purpose of this project and will be authorized to install and operate utility services within the NH RoW. However, utility services shall be made operational by the Licensee only after a completion certificate to the effect is issued by the Highway Administration.

Encls: As above.

Manoj Kumar
(Manoj Kumar)

Executive Engineer(NFSG) (S,R&T) (Roads)
For Director General (Road Development) & SS

Copy to:

1. All Technical Officers in the Ministry of Road Transport & Highways
2. All ROs and ELOs of the Ministry
3. The Secretary General, Indian Roads Congress
4. The Director, IAHE
5. Technical circular file of S&R (R) Section
6. NIC-for uploading on Ministry's website under "What's new"

Copy for kind information to:

7. PS to Hon'ble Minister (RTH&S)
8. PS to Hon'ble MOS (RTH&S)
9. Sr. PPS to Secretary (RT&H)
10. PPS to DG (RD) & SS
11. PPS to SS&FA
12. PS to ADG-I/ ADG-II
13. PS to JS (T)/ JS (H)/ JS (LA&C)/ JS (EIC)

Annexure I

Public Utility Provider and Industrial Infrastructure

A. Public Utility Provider

A Public Utility Provider in context of this Guideline shall mean any organization that provides and maintains the infrastructure for a public service like electricity, gas, water supply, telecom cables and sewage disposal subject to applicable regulation.

B. Eligible activities for Industrial Units or 'Industrial Infrastructure'

Industrial Infrastructure in context of this Guideline shall mean any physical infrastructure that is required to facilitate industrial operations and is constructed, operated and maintained along/across Right of Way of National Highways. Such infrastructure shall include the following:

- a. Underground & above ground pipelines including provisions for booster pumping facilities, maintenance bays and other required support infrastructure for transport of legally permitted materials for industrial usage by a business entity having valid license for industrial operations.
- b. Conveyor Belts including provisions for maintenance bays and other required support infrastructure for transport of legally permitted materials, by a business entity having valid license for industrial operations.
- c. Power cables/wires etc. meant for industrial usage by a business entity having valid license for industrial operations.
- d. Any other such associated industrial infrastructure facility.