



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

दूसरा व तीसरी तल, विजय कृष्ण प्लाज़ा, संख्या-1, लेक एरिया, मेलूर मेन रोड, माट्टुतावनी, मदुरै-625 007  
2<sup>nd</sup> & 3<sup>rd</sup> Floor, Vijay Krishna Plaza, No.1, Lake Area, Melur Main Road, Mattuthavani, Madurai-625 107  
दूरभाष/ Tele : +91-452-258 8999 वेब / Website : [www.nhai.gov.in](http://www.nhai.gov.in) ई-मेल/ E-mail : [romadurai@nhai.org](mailto:romadurai@nhai.org)



NHAI/15018/3.7/01/2023/RO Madurai/E:210387/1078

03<sup>rd</sup> July, 2023

**INVITATION OF PUBLIC COMMENTS**

**Sub: NHAI-PIU-TUTICORIN** - Operation & Maintenance of four laning of Madurai - Aruppukottai section from Km.138.800 to Km. 266.865 of NH-45B in the state of Tamilnadu-Proposal for Erection of 33KV AC Overhead Transmission line along from Km.240+000 to Km.244+650 RHS-Invitation of Public Comments - Reg.

**Ref:** PD, Tuticorin Lr.No-11013/NHAI/PIU/TUTY/NHB/2023/657 dated 21.06.2023.

The proposal received from PD, Tuticorin Lr.No-11013/NHAI/PIU/TUTY/ NH-45B/2023/657 dated 21.06.2023 there by requesting permission for Erection of 33KV AC Overhead Transmission line along from Km.240+000 to Km.244+650 on RHS of NH -45B of Madurai - Tuticorin section as per proposal submitted by M/s. Nisanth Enterprises, Tuticorin.

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

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

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

*Mahendra Meena*  
03/07/23

(Mahendra Meena),  
Dy. Manager (Tech.,)

Encl. As above

Copy to:

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



सत्यमेव जयते

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

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

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

नं : 2/273, पहला तल, पी.एस.पी.नगर, दूसरा स्ट्रीट, कोरम्पल्लम, तूत्तुकोडि - 628 101.

No: 2/273, 1st Floor, P.S.P. Nagar, 2nd Street, Korampallam, Tuticorin - 628 101.



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वेब / Website : www.nhai.gov.in

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

11013/NHAI/PIU/TUTY/NH-45B/2023/657

21.06.2023

To,

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

**Sub:** NHAI-PIU-TUTICORIN – Operation & Maintenance of four laning of Madurai - Aruppukottai section from Km.138.800 to Km. 266.865 of NH-45B in the state of Tamilnadu – **Proposal for Erection of 33KV AC Overhead Transmission line from Km.240+000 to Km.244+650 RHS of M/s. Nisanth Enterprises Submission of Proposal – Approval Requested -Reg.**

**Ref:** (i) IE Lr No.MSV/MDU/MTEL/IE/2022/074 Dated: 25.02.2023.  
(ii) This office Letter No. 11015/15/NH-38/EB/2023/257 Dated: 22.02.2023.  
(iii) M/s. Nisanth Enterprises, Tuticorin Letter No. Nil Dated: 10.02.2023.  
(iv) This office Letter No. 11015/15/NH-38/EB/2023/105 Dated: 31.01.2023.  
(v) IE Lr No.MSV/MDU/MTEL/IE/2022/028 Dated: 28.01.2023.  
(vi) This office Letter No. 11015/15/NH-38/EB/2023/82 Dated: 25.01.2023.  
(vii) M/s. Nisanth Enterprises, Tuticorin Letter No. Nil Dated: 23.01.2023.

Sir,

Vide ref (vii) cited above, the proposal has been received from the Authorized Signatory, **M/s. Nisanth Enterprises, Tuticorin** regarding permission for erection of 33KV overhead electrical line from **Km.240+000 to Km.244+650 RHS** of Madurai-Tuticorin section of NH-45B (New NH-38) in the state of Tamilnadu. The same was forwarded to the Independent Engineer M/s. MSV International INC, Madurai for field verification and report.

Vide ref (v) cited above, the Independent Engineer M/s. MSV International INC, has made certain observations on the proposal and the same was communicated to applicant vide this office letter dated 31.01.2023.

Accordingly, **M/s. Nisanth Enterprises, Tuticorin letter dated 10.02.2023** has submitted the revised proposal after rectifying the observation the same has been forwarded to the Independent Engineer M/s. MSV International INC, Madurai to offer their comments. The Team Leader, M/s. MSV International INC, vide reference (i) cited has recommended the proposal for further processing:

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

**Corporate Office:**

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

**Regional Office:**

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

*Signed*

- The four laning work in the above stretch of Madurai - Tuticorin Section of NH-45B has been completed from Km.138.800 to Km.266.865 in the state of Tamilnadu.
- The erection of 33 KV power supply line from **Km.240+000 to Km.244+650** RHS of Madurai-Tuticorin section of NH-45B (New NH-38) submitted by **M/s. Nisanth Enterprises, Tuticorin** has mentioned that the Electric pole shall be erected on Overhead line only.
  - I. The proposed location for the 33 KV OHL Electric pole starts from Km: 240/000 to 244/650 (RHS) of NH-38 along the road.
  - II. The proposed erection of electrical pole is at 29.5 m on RHS from centre line of the road.
  - III. The vertical clearance proposed from F.R.L is 10m for the electric pole.
  - IV. NHAI ROW will be permitted for erection of 33 KV OHL as specified in the licensed. the pole are to be erected in the extreme edge of ROW.
  - V. The work shall be carried out as per the proposal submitted by the applicant.
  - VI. It shall be ensured by the applicant that the on-going road / structure work shall not get affected due to erection at the above said location.
  - VII. While carrying out the works, all the safety precautions should be taken without affecting the existing traffic, other existing utilities and construction works.
  - VIII. If further expansion of road will be taken up in future by NHAI, then the applicant will be responsible to shift / remove the overhead HT lines on the NHAI ROW at their own cost .
  - IX. The applicant should inform NHAI before starting of erection work and at the time of work.
  - X. The bank guarantee and licence deed shall be obtained from the applicant at the time of execution of agreement.
  - XI. There shall be no fouling of any EB line.
  - XII. The EB line should be either above or below the existing EB line
  - XIII. The Authorized Signatory of **M/s. Nisanth Enterprises, Tuticorin** has given undertaking to shift/ remove this 33 KV Overhead line as and when required by NHAI at the cost of **M/s. Nisanth Enterprises, Tuticorin**.
  - XIV. The Authorized Signatory of **M/s. Nisanth Enterprises, Tuticorin** has given undertaking to agree to pay the necessary rent for use of National Highways whenever asked by the National Highways Authority of India as per Ministry of Road Transport and Highways Circular No.RW/NH-33044/27/2005-S&R O dated 21.09.2010.

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

*Smarth*

Restoration Charges @Rs.100/- per Running meter (4650 * Rs.100/-)	Rs.4,65,000/-
<b>Total</b>	<b>Rs.4,65,000/-</b>


**4. Licence Fee :**

LICENSE FEES FOR PRIVATE UTILITY (EB Line)									
Utilized NH Land Area X Prevailing Circle Rate of Land Per Unit Area X 10% per annum									
SN	Village Name	Chainage in Km.		Side	Length (L) in Meters	Dia of The Pipe (D) in Meters	Utilized NH land Area (D x L) (Sq.m)	Prevailing Circle rate of land per unit area (Sq.m) (Rs.)	License Fee per year (private utility) (Rs.)
		From	To						
A. Area Occupied along the road									
1	Jegaveera pandiyapuram	240+000	243+340	RHS	3340	1.20	4008	113	45,290 /-
2	S.Kumarapuram	243+340	244+650	RHS	1310	1.20	1572	113	17,764/-
Total license fee per year									63,054/-

**For 5 years = 3,15,270/-**

Hence the Proposal of The Authorized Signatory, **M/s. Nisanth Enterprises, Tuticorin** for erection of overhead electrical 33 KV power supply line from Km: 240/000 to 244/650 RHS of Madurai-Tuticorin section of NH-45B (New NH-38) is submitted herewith for kind perusal and approval please.

**Enclosure: 2 No Proposals and references.**



**(Y.A. RAUT)  
PROJECT DIRECTOR,**

**Copy to: The Team Leader, M/s. MSV Madurai- for information.**





# MSV INTERNATIONAL INC.

In Association with

## MSV INTERNATIONAL TECH PVT. LTD.

MSV International, Inc.  
C/o Sh. T. Balasekaran,  
No:33, JK Nagar 1<sup>st</sup> Street,  
West Narayanapuram,  
Madurai-625014.  
Phone: 09443040161  
Email:msv.tuticorin@gmail.com

SERVICES DURING O&M OF 4 LANING OF MADURAI-THOOTHUKUDI SECTION NH 45B IN THE STATE OF TAMIL NADU UNDER NHDP PHASE-III A

MSV/Madurai/MTEL/IE/2022/074

To,

Date: 25.02.23

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

Sir,

**Sub:-** Independent Engineering service during Operation & Maintenance Period for Madurai - Aruppukottai-Thoothukudi Section of NH-45B Km 138/800 to Km 266/865 in the state of Tamilnadu under NHDP Phase-III—**Proposal for Erection of Overhead Electrical Line From km : 240/000 to 244/650 (RHS) of Madurai - Tuticorin Section of NH-45B in the State of Tamil Nadu-Resubmission - Reg.**

Reg:

1. PD/NHAI/PIU/PIU/TUT/2023/082 dated: 25/01/23
2. MSV/MDU/NHAI/IE/2023/0028 dated: 28/01/23
3. PD/NHAI/PIU/TUT/2023/257 dated: 22/02/23

As per ref 3 the proposals for permission for erection of OHL 33 KV power supply line from Km.240/000-244/650 (RHS) of NH-38 along the road has been received and the following observations are made:-

1. The proposed location for the 33 KV OHL electric pole starts from Km. 240/000-244/650 (RHS) of NH-38 along the road.
2. The proposed erection of electrical pole is 28 m from RHS of the road.
3. The vertical clearance proposed from F.R.L is 10m for the electric pole.
4. The proposal is recommended for approval from competent Authority with the following condition:-

- i). NHAI ROW will be permitted for erection of 33 KV OHL as specified in the licenseded.

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The poles are to be erected in the extreme edge of ROW.

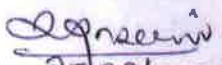
- ii). The work shall be carried out as per the proposal submitted by the applicant.
- iii). It shall be ensured by the applicant that the ongoing road / structure works shall not get affected due to erection at the above said locations.
- iv). While carrying out the works, all the safety precautions should be taken without affecting the existing traffic, other existing utilities and construction works.
- v). If further expansion road works that may be taken up at a future date due to revised plans by NHAI then the applicant should be responsible to shift the overhead HT lines (if required) affecting the NHAI ROW.
- vi). The applicant should inform NHAI/ concessionaire before starting of erection work and at the time of work.
- vii). The bank guarantee and licence deed shall be obtained from the applicant at the time of execution of agreement.
- viii). There shall be no fouling of any EB line.
- ix). The EB line should be either above or below the existing EB line.

This is for your information and necessary action

Thanking you.

Thank & Regards

**Yours Sincerely**  
**For MSV International Inc,**

  
25/02/2023  
K. Thangavel  
(Team Leader)

CC to: PM/MTEL for information, Ettayapuram.



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

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

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

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



दूरभाष / Tele : +91461-2340968  
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ई-मेल / E-mail : plututynhai@gmail.com  
tuticorin@nhai.org

11015/15/NH-38/EB/2023/257.

22.02.2023

To

The Team Leader,  
M/s. MSV International Inc,  
Door No 33, J.K.Nagar, 3rd Street,  
West Narayanapuram, Reserve Line,  
Madurai-625014.

**Sub:** Design, Detailed engineering, fabrication, supply and erection and commissioning of 33kv Transmission line 230/33 kv Tuticorin Rural –North substation **Proposal for Erection of Overhead Electrical Line From Km: 240/000 to 244/650 (RHS) of Madurai – Tuticorin Section of NH-45B in the state of Tamil Nadu – Resubmission -Reg.**

**Ref:** (i) This Office Letter No 11015/15/NH-38/EB/2023/015 Dated: 31.01.2023  
(ii) M/s. Nisanth Enterprises Lr.No: NIL Dated: 10.02.2023

Sir,

Enclosed herewith proposal Resubmitted by M/s.Nisanth Enterprises, Thoothukudi vide which request to NOC for Erection of overhead EB line of from Km. 240/000 to 244/650 (RHS) in Madurai –Tuticorin Section of NH-38 (old NH-45B) submitted to this office.

It is therefore, requested to inspect the site along with the representative and send the report to this office immediately.

With regards,

Encl: as above,

(Y.A. RAUT)

PROJECT DIRECTOR

**Copy to:** (i) The Project Manager, MTEL- Ettayapuram -for joint inspection  
(ii) M/s.Nisanth Enterprises, Thoothukudi - for joint inspection

**Corporate Office:**

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

**Regional Office:**

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



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ஊர்காவலசாமி துணை

94431 03197  
94421 03197  
88709 88117  
89002 77777

# NISANTH ENTERPRISES

(Contractors)

4/483, Housing Board Colony, Ettayapuram Road, Thoothukudi - 628 002.

Email : nisanthenterprises@outlook.com

GSTIN : 33BRHPN8830L1ZD

Date : 10.02.2023

To

The Project Director  
National Highways Authority of India  
PSP Nagar, Korampallam  
Tuticorin-



Sir,

Sub: Design, Detailed engineering, fabrication, supply and erection and Commissioning of 33 kv Transmission line 230/33 Kv Tuticorin Rural-North substation. - **Proposal for Erection of Overhead Electrical Line from km 240/000 to 244/650 RHS of Madurai-Tuticorin Section of NH-45B in the state of Tamilnadu -Reg**

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Ref@ The Project Director Letter No: 11015/15/NH-38/2023/105 Dated 31.01.2023

With reference to the above, we herewith submitted the Modified Proposal as per your observations for Overhead EB line of NH-38 OF Madurai-Tuticorin section Near Subramaniyapuram Village to Jegaveerapandiyapuram Village is Enclosed herewith. It is requested necessary approval may kindly be accorded for Erection of Overhead line from km 240/000 to 244/650 RHS in Madurai-Tuticorin Section of NH-45B in the state of Tamilnadu.

Thanking You

Yours Sincerely

For NISANTH ENTERPRISES

The Authorized Signatory,  
Nisanth Enterprises

Encl: Proposal 6 sets





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

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

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

नं : 2/273, पहला तल, पी.एस.पी.नगर, दूसरा स्ट्रीट, कोरम्पल्लम, तुत्तुकुडि - 628 101.

No: 2/273, 1st Floor, P.S.P. Nagar, 2nd Street, Korampallam, Tuticorin - 628 101.



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

11015/15/NH-38/EB/2023/ 105

31.01.2023

To

The Authorized Signatory  
M/s. Nisanth Enterprises,  
No: 4/483, Housing Board Colony,  
Ettayapuram Road,  
Thoothukudi - 628002

**Sub:** Design, Detailed engineering, fabrication, supply and erection and commissioning of 33kv Transmission line 230/33 kv Tuticorin Rural –North substation - **Proposal for Erection of Overhead Electrical Line From Km: 240/000 to 244/650 (RHS) of Madurai – Tuticorin Section of NH-45B in the state of Tamil Nadu – Observations-Reg.**

**Ref:** (i) M/s. Nisanth Enterprises Lr.No: Nil Dated: 23.01.2023

(ii) This Office Letter No: 11015/15/NH-38/EB/2023/082 Dated: 25.01.2023

(iii) IE Letter No: MSV/MDU/NHAI/IE/2023/0028 Dated: 28.01.2023

Sir,

Please refer your office letter cited at reference (i), above submitting theirwith the proposal for Erection of Overhead EB line of from Km: 240/000 to km.244/650 (RHS) in Madurai – Tuticorin Section of NH-38 (Old NH-45B).

2. The NOC proposal for Erection of 33 KV OHL has been inspected by the IE M/s. MSV International INC and the following observations are made.

a) As per Annexure (1) guide lines for granting right of way permissions to Telecom service, Licenses/ Infrastructure provides for laying of Telecom cables/ Ducts/ OHL on NH land. In para (1) it reads as "Any authorised Licence of DOT/ Registered Infra Structure provider is eligible to seek/ avail ROW facility/permission.

In the proposal received there is no evidence provided for the authorised licence for M/s Nisanth Enterprises Thoothukudi.

(b) In the check list general serial number (1) clearly indicates the site plan should be either in 1:5000 or 1:2500. But the site plan enclosed is not to scale without any futures. In serial number 1.6, the length of erection of 33 KV OHL is noted as 4500m instead of 4650m as per Km 240/0-244/650 of NH 38 and as per drawing.

(c) In the draft License deed it is noted as NHAI has agreed to grant permission for 20 KV electrical OHL where as permission seeked for 33KV electrical OHL.

(d) In the draft undertaking there are many numbers of corrections which are to be corrected.

**Corporate Office:**

G-5 & 6, Sector-10, Dwarka, New Delhi - 110 075.

Tel : 011-2507 4100 / 2507 4200

Website : www.nhai.gov.in

**Regional Office:**

2nd & 3rd Floor, Vijay Krishna Plaza, No.1, Lake Area,

Melur Main Road, Mattuthavani, Madurai - 625 107.

Ph: +91 452-2588999 E-mail: romadurai@nhai.org

## National Highways Authority of India

- (e) Indemnity bond should be 100 rupee stamp paper instead of 20 rupee stamp paper. Also Indemnity itself typed error. The cross sections inserted in between the indemnity bond which shows the careless preparation.

It is therefore requested to resubmit the proposal after compliance of above observations to this office for necessary action.

**With regards,**

**Encl: as above,**



**(Y.A. RAUT)**

**PROJECT DIRECTOR**

**Copy to:** (i) The Team Leader, MSV International INC--for information  
(ii) The Project Manager, MTEL-Ettypuram – for information



# MSV INTERNATIONAL INC.

In Association with

## MSV INTERNATIONAL TECH PVT. LTD.

MSV International, Inc.  
C/o Sh. T. Balasekaran,  
No.33, JK Nagar 1<sup>st</sup> Street,  
West Narayanapuram,  
Madurai-625014.  
Phone: 09443040161  
Email:msv.tuticorin@gmail.com

SERVICES DURING O&M OF 4 LANE OF MADURAI-THOOTHUKUDI SECTION NH 45B IN THE STATE OF TAMIL NADU UNDER NHDP PHASE-III A

MSV/MDU/NHAI/IE/2023/ 0028

Madurai

Date: 28.01.2023

To,

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

Sir,

Sub: Independent Engineering service during Operation & Maintenance Period for Madurai - Aruppukottai-Thoothukudi Section of NH-45B Km 138/800 to Km 266/865 in the state of Tamilnadu under NHDP Phase-III-**Proposal for Erection of overhead line from Km 240-244/650 RHS NH38-Reg**

Ref: PD/NHAI/PIU/TUT/11015/15/NH38/2023/082

Dated 25.01.2023

In the above reference, the Project Director, NHAI, PIU, Tuticorin has sent a proposal for NOC which has been received from M/S Nisanth Enterprises Thoothukudi for erection of 33KV EB line from km 240/0- km 244/650 of NH 38 for inspection and review.

The NOC proposal for erection of 33 KV OHL has been inspected and the following observations are made:-

1. As per Annexure (1) guide lines for granting right of way permissions to Telecom service, Licensees/ Infrastructure provides for laying of Telecom cables/ Ducts/ OHL on NH land. In para (1) it reads as "Any authorised Licence of DOT/ Registered Infra Structure provider is eligible to seek/ avail ROW facility / permission.

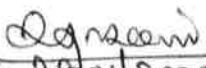
In the proposal received there is no evidence provided for the authorised licence for M/S Nisanth Enterprises Thoothukudi.

2. In the check list general serial number (1) clearly indicates the site plan should be either in 1:5000 or 1:2500. But the site plan enclosed is not to scale without any futures. In serial number 1.6, the length of erection of 33 KV OHL is noted as 4500m instead of 4650m as per Km 240/0 – 244/650 of NH 38 and as per drawing.

6

3. In the draft License deed it is noted as NHAI has agreed to grant permission for 20 KV electrical OHL where as permission seeked for 33KV electrical OHL.
4. In the draft undertaking there are many number of corrections which are to be corrected.
5. Indemnity bond should be 100 rupee stamp paper instead of 20 rupee stamp paper. Also Indemnity itself typed error. The cross sections inserted in between the indemnity bond which shows the careless preparation.
6. Hence the applicant may be informed to submit modified proposal by incorporating all the above points for erection of 33kv OHL in km 240/0- km 244/650 of NH 38 early.

With regards,

  
28/01/2023  
Team Leader

MSV International Inc  
Madurai-Tuticorin NH-45B

Copy to: The Project Manager, MTEL, Ettayapuram for information.





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

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

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

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



दूरभाष / Tele : +91461-2340968  
वेब / Website : www.nhai.gov.in  
ई-मेल / E-mail : piututynhai@gmail.com  
tuticorin@nhai.org

11015/15/NH-38/EB/2023/ 082

25.01.2023

To

The Team Leader,  
M/s. MSV International Inc,  
Door No 33, J.K.Nagar, 3rd Street,  
West Narayanapuram, Reserve Line,  
Madurai-625014.

**Sub:** Design, Detailed engineering, fabrication, supply and erection and commissioning of 33kv Transmission line 230/33 kv Tuticorin Rural –North substation - **Proposal for Erection of Overhead Electrical Line From Km: 240/000 to 244/650 (RHS) of Madurai – Tuticorin Section of NH-45B in the state of Tamin Nadu – Reg.**

**Ref:** M/s.Nishanth Enterprises Lr.No: Nil Dated: 23.01.2023

Sir,

Enclosed herewith proposal from M/s.Nishanth Enterprises, Thoothukudi vide which request to NOC for Erection of Overhead EB line of from Km: 240/000 to km.244/650 (RHS) in Madurai –Tuticorin Section of NH-38 (old NH-45B) is submitted to this office.

It is therefore requested to inspect the site along with the representative and send the report to this office immediately.

With regards,

Encl: as above,

(Y.A. RAUT)

PROJECT DIRECTOR

**Copy to:** The Project Manager, MTEL-Ettypuram – for joint inspection

**Corporate Office:**

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

**Regional Office:**

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



உ  
ஊர்காவலசாமி துணை

94431 03197  
94421 03197  
88709 88117  
89002 77777

# NISANTH ENTERPRISES

(Contractors)

4/483, Housing Board Colony, Ettayapuram Road, Thoothukudi - 628 002.  
Email : nisanthenterprises@outlook.com

GSTIN : 33BRHPN8830L1ZD

Date : 23/1/2023

To

Date:

The Project Director  
National Highways Authority of India  
PSP Nagar, Korampallam  
Tuticorin-



Sir,

Sub: Design, Detailed engineering, fabrication, supply and erection and Commissioning of 33 kv Transmission line 230/33 Kv Tuticorin Rural-North substation. - **Proposal for Erection of Overhead Electrical Line from km 240/000 to 244/650 RHS of Madurai-Tuticorin Section of NH-45B in the state of Tamilnadu -Reg**

\*\*\*\*\*

The Proposal for Overhead EB line of NH-38 OF Madurai-Tuticorin section Near Subramaniyapuram Village to Jegaveerapandiyapuram Village is Enclosed herewith. It is requested necessary approval may kindly be accorded for Erection of Overhead line from km 240/000 to 244/650 RHS in Madurai-Tuticorin Section of NH-45B in the state of Tamilnadu.

Thanking You

Yours Sincerely

The Authorized Signatory.  
Nishanth Enterprises

Encl: Proposal 6 sets

For o/a  
Smt  
23.01.23  
SE (AP)

For NISANTH ENTERPRISES

U. N. P.  
Proprietor

**PERMISSION FOR ERECTION OF**  
**OVER HEAD ELECTRICAL 33 KV**  
**POWER SUPPLY LINE**

Section

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

**Applicant:**

THE AUTHORIZED SIGNATORY  
NISANTH ENTERPRISES,  
4/4/3, HOUSING BOARD COLONY,  
ETTAIYAPURAM ROAD,  
THOOTHUKUDI -628 002

Authority:

THE PROJECT DIRECTOR  
NATIONAL HIGHWAYS AUTHORITY OF INDIA  
TUTICORIN

## CHECK LIST

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

Permission for Erection of Electrical 33 kv overhead line Erection at Km 240/000 to 244/650 RHS in Madurai -Tuticorin section of NH-45 B in the state of Tamilnadu.

Relevant circulars:

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

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

S.No	Item	Information / Status	Remarks
1.0	General Information		
1.1	Name and Address of the Applicant	The Authorized Signatory, Nishanth Enterprises, 4/4/3, Housing Board Colony, Ettaiyapuram Road, Thoothukudi - 628 002	
1.2	National Highway Number	NH-45B (New No. NH38)	
1.3	State	Tamilnadu	
1.4	Location	Madurai-Tuticorin	

  
**Y.A. RAUT**  
 Project Director

For NISANTH ENTERPRISES

  
 Proprietor



		Section Of NH-45B	
1.5	Chainage In km	From km 240/000 to 244/650 RHS	
1.6	Length in Meters	4650 Meters	
1.7	Width in available ROW		
	(a) Left side from center line towards increasing chainage/km Direction	30M	
	(b) Right side from center line towards increasing chainage/km Direction.	30M	
1.8	Proposal to erection of EB Line		
	(a) Left side from center line towards increasing chainage/km Direction	28 M	
	(b) Right side from center line towards increasing chainage/km Direction	28 M	
1.9	Proposal to acquire land		
	(a) Left side from center Line	Nil	
	(b) Right side from center Line	Nil	
1.10	Whether proposal is in the same side where land is not be acquire, If not then where to lay the underground pipeline.	LA Completed	
1.11	Details of already laid services, if any along the proposed route	NA	
1.12	Number of lanes (2/4/6 lanes) Existing	4 Lanes	
1.13	Proposed Number of lanes ( 2 lane with paved shoulders/4/6/8 lanes	6/8 Lanes	
1.14	Service road Existing or not	No	
	If yes then which side		
	(a) Left side from center Line	Nil	
	(b) Right side from center Line	Nil	
1.15	Proposed Service Road		
	(a)Left side from center Line	NA	
	(b) Right side from center Line	NA	
1.16	Whether proposal to erection of overhead line is after the service road or between the service road and main carriage way.	Inside of NHAI Row	
1.17	The permission for erection of overhead line shall be considered for approval/rejection based on Ministry	NA	



**Y.A. RAUT**

**Project Director**

**NHAI, PIU - Tuticorin**

For NISANTH ENTERPRISES



**Proprietor**

	<p>Circular mentioned as above.</p> <p>(a) Carrying of Sewage /gas pipelines in highway bridges shall not be permitted Fumes/gases pipe can be accelerating the process of corrosion or may cause explosions, thus being much more injurious of water.</p> <p>( b) Carrying of water pipelines on bridges shall be discouraged. However, if the water supply authorities seem to have no other viable alternative and approach the highway authority well in time before the design of the bridges si finalized, they may be permitted to carry the pipeline in Independent superstructure, supported on extended portions of piers and abutments in such a manner that in the final arrangement enough free spade around the superstructure of the bridge remains available for inspection and repaired etc...,</p> <p>( C ) Cost of required extension of the substructure as well as that of the supporting structure shall be borne by the agency-in -charge of the utilities,</p> <p>(d) Services are not being allowed indiscriminately on the parapet/any part of the bridges, safety of the bridges has to be kept in view while permitting various services along bridge. Approvals are to be accorded in this regard with the concurrence of the Ministry's Project Chief Engineers only.</p>		
1.18	No of application on the same stretch	First	
2	Document/Drawings enclosed with the proposal	Yes	
2.1	Cross section showing the size of trench for open trenching method ( Is it normal size of 1.2 m deep X0.3m wide)		
	(a) Should not be greater than 60cm in wider that the outer diameter of the pipe.	NA	

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

For NISANTH ENTERPRISES

  
 Proprietor

	<p>(b) Located as close to the extreme edge of the right of way as possible but not less than 15 meter from the center lines of the nearest carriageway</p> <p>(c) Shall not be permitted to run along the NH when the road formation is situated in double cutting. Nor shall these be laid over the existing culverts and bridges.</p> <p>(d) These should be so laid that their top I at least 0.6 m below the ground level so as not to obstruct drainage of the road land.</p>		
2.2	Cross section showing the size of pit location of cable for HDD method	NA	
2.3	Strip plan/Route plan showing the Overhead Electrical line, Chainage, Width of Row distance, Important mile stone, and intersections etc.	Yes Shown in diagram	
2.4	Methodology for erection of overhead electrical line.	33 kv OH for providing uninterrupted power supply.- Construction of 33 KV Double circuit Transmission line on Double Circuit Tower From the proposed Pooling substation	
2.41	Open Trenching method. (May be allowed in utility corridor only while pavement is neither cement concrete nor dense bituminous concrete type. If yes, Methodology of refilling of trench	NA	
3	Draft License Agreement signed by Two witness	Signed later date	
4.0	Performance Bank guarantee	Would be obtained after approval of the proposals	
4.10	Performance BG as per ministry's Circular No. RW/NH-33044/27/2005-S &R ® dated 22.11.2016 to be	Applicable at later date	

  
**M. RAUT**  
 Project Director  
 NHAI, PIU - Tuticorin

For NISANTH ENTERPRISES

  
 K. M. J.  
 Proprietor



	obtained @ Rs 100/- per meter length		
4.2	Confirmation of BG gas been obtained as per NHAI guidelines	To be obtained at the time of execution of Agreement.	
5.0	Affidavit/Undertaking from the Applicant	Undertaking is enclosed is herewith	
5.1	Not to be Damage to other utility, if damaged then to pay the losses either to NHAI or to the concerned agency	Yes	
5.2	Renewal of Bank Guarantee	Yes will be obtained after submission of BG	
5.3	Confirming all standard condition of NHAI's Guideline	Yes	
5.4	Shifting of OH line as and when required by NHAI at their own cost	Yes	
5.50	Shifting due to 6laning/widening of NHAI	Yes	
5.6	Indemnity against all damages and claims clause (XXIV)	Yes	
5.7	Traffic movement during laying of water supply pipeline to be managed by the applicant	Yes	
5.8	If any claim is raised by the concessionaire then the same has to be paid by the applicant	Yes	
5.9	Prior approval of the NHAI shall be obtained before undertaking any work of installation, shifting of repairs, or alternations to the showing water supply pipeline located in NH right of ways	Yes	
5.10	Expenditure if any incurred by NHAI for repairing any damage caused to the NH by laying maintenance or shifting of the water supply pipe line will borne by the agency owning the line.	Yes	
5.11	If the NHAI considers it necessary in future to move the utility line for any work of improvement or repairs to the road, it will be carried out as desired by the NHAI at the cost of agency owning the utility line within a reasonable time ( not exceeding 60 days ) of the intimation given	Yes	

  
**Y.A. RAUT**  
 Project Director

For NISANTH ENTERPRISES

*K. N. H.*



5.12	<p>Certificate from the applicant in the following format</p> <p>(a) Laying of overhead electrical line will not have any deleterious effects on any of the bridge components and road way safety for traffic</p> <p>(b) For 6-laning " we do undertake that I will relocate service road /approach road /utilities at my own cost notwithstanding the permission granted within such time as will be stipulated by NHAI" for future six – laning or any other development."</p>	Yes	
6	Who will sign the agreement on behalf TANGEDCO or Private agency	The Authorized Signatory, Nisanth Enterprises, 4/4/3, Housing Board Colony, Ettaiyapuram Road, Thoothukudi - 628 002	
7	Certificate from the Project Director		
7.1	<p>Certificate for confirming of all standard condition issued vide Ministry circular No.RE/NH-33044/17/2000-S&amp;R dated 29.09.2000 and NHAI,s guidelines issued vide no. NHAI/OEC/2K/VOL II dated 7.11.2000 NAD Ministry Circular No RW/NH-33044/27/2005-S&amp;R ® (pt) dated 06.08.2013 and Ministry Circular No. RW/NH-33044/27/2005-S &amp;R ® dated 22.11.2016</p>	Yes	
7.2	Certificate for 6-laning from PD in the following format	Yes	
	<p>(a) Where Feasibility is available "I do certify that there will be Hindrance to proposed six laning based on the feasibility report considering proposed structure at the said location".</p> <p>(b) In case feasibility report is not available "I do certify that</p>	Yes	

  
**Y.A. RAUT**  
 Project Director

For NISANTH ENTERPRISES

  
 Nisanth

	sufficient ROW is available at site for accommodating proposed six laning".		
8	If NHAI section proposed to be taken up by NHAI on BOT basis a clause is to be inserted in the agreement. " The permitted highway on which License has been granted the right of way to the concessionaire under the concession agreement for up-gradation of Madurai Tuticorin section of NH-45B on O&M basis and therefore the license shall honor the same"	Yes	
9	Who will supervise the work of erection of overhead electrical line	Filed officers of NHAI and consultant/ Concessionaire, TNEB- Distribution Officials	
10	Who will ensure that the defects in road portion after erection of overhead electrical line are corrected and if not corrected then what action will be taken	The Authorized Signatory, Nishanth Enterprises, 4/4/3, Housing Board Colony, Ettaiyapuram Road, Thoothukudi -628 002 Tuticorin- BG will be encashed. Claim amount will be determined according to the nature and seriousness to the nature and seriousness of damages ( if any defects in road portion, BG will be encashed by NHAI)	
11	Who will pay the claims for damages done/disruption in working of Concessionaire if asked by the Concessionaire	The applicant should pay the claims	
12	A certificate from PD that he will either the proposed permissions in the register of records of the permissions in the prescribed Performa (Copy	Yes	

  
**Y.A. RAUT**  
 Project Director

For NISANTH ENTERPRISES

  
 Nishanth Enterprises

	Enclosed) issued vide ministry circular No. RW/NH/33044/17/2000/S&R R dated 23.07.2003 & 06.08.2013 and Ministry Circular No. RW/NH-33044/27/2005-S&R @ dated 22.11.2016.		
13	If any previous approval is accorded for erection of overhead electrical line then photocopy of register of records of permission accorded as maintained by PD then copy be enclosed	No	

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

**Proposed for erection of 33 KV Overhead Electrical Line from Km  
240/000 to 244/650 RHS in Madurai-Tuticorin Section of NH-45 B in the  
state of Tamilnadu**

**GENERAL TO ACCOMPANY ALL PROPOSALS**

**CHECKLIST**

**GENERAL**

1	Whether the details for 100 m either side of utility laying have been furnished	No
2	Does the plan is shown in full	Yes
	a. NHAI boundary line with distance from center line of the road marked at salient points where the land width is changing and also 200 m interval.	Yes
	b. The berm, line distance form center line of proposal with Change showing and distance from NHAI center line	Yes
	c. Center line of pavement and parent edge line marked distinctly	Yes
	d. The locations of the utility line of proposal with Change shoeing exact location and distance from NHAI Center line	Yes
	e. Median if any marked to scale	Yes
	f. The Existing culverts/ drainage works with diversions	Yes
A	Purpose of the proposal in details	Erection of 33 kv Head line for providing un interrupted power supply for new solar power plant
B	Exact Location of the proposal	From Km 240/000 to 244/650 RHS
C	Whether the applicant is private agency of Govt. Agency	Private Agency
D	Any time schedule fixed for the completion of the proposal made	Three months From the In principle Approval
E	Whether any other location other that this	NA

  
**Y.A. RAUT**  
Project Director

For **NISANTH ENTERPRISES**

  
Proprietor



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

### CERTIFICATE

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

The above mentioned rules have been noted for guidance

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

For NISANTH ENTERPRISES





தமிழ்நாடு தமிழ்நாடு TAMILNADU

CV 645033

சிவகு : 100 Nisanth Enterprises  
: 10.02.2023 Thoothukudi

V.V. கந்திரகுத்தி  
முத்திரைத்தாள் விநியோகம்  
உரிமம் எண். V2009  
செட்டியும்

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

Agreement to Erection of 33KV Over Head Electrical pole for providing uninterrupted power supply from Km.240/000 to 244/650 of Madurai - Tuticorin section of NH-45B in the State of Tamil Nadu.

This Agreement made this \_\_\_\_\_ days of \_\_\_\_\_ (month) of \_\_\_\_\_ (year) between \_\_\_\_\_ acting in his executive capacity through \_\_\_\_\_ (hereinafter referred to as the "Authority" which expression shall unless excluded by or repugnant to the context, include his successes in office and assigns) on the part, and The Authorized Signatory, Nishanth Enterprises, 4/4/3, Housing Board Colony, Ettaiyapuram Road, Thoothukudi -628 002 Tamil

For NISANTH ENTERPRISES

*[Signature]*



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

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

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

WHEREAS the Licensee has applied to the NHAI for the permission to Erection of 33KV Over Head Electrical pole for providing uninterrupted power supply from Km.240/000 to 244/650 in Madurai-Tuticorin section of NH-45B in the state of Tamil Nadu.

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

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

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

For NISANTH ENTERPRISES

K. N. H.

Proprietor

any disruption/damage is caused to any existing user by the subsequent use, the Authority shall not be 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 for required for efficient functioning or their own utility/industrial infrastructure facilities.
4. The Licensee shall pay licensee fees @Rs...../Sq m/ month to the Authority. The Licensee fee become payable from the date of handing over of ROW land in the Licensee for laying of overhead electrical line/ utilities/cables/conduits/pipelines for infrastructure/service Provider. As regards Tariff and Terms and conditions for providing common utility ducts along National Highways, there shall be a separate agreement regime.
5. Fee shall have to be paid in advance for the period for which permission is granted for entering into a licensee agreement. In case of removal, rate prevailing at the time of removal shall be charged. Delay in deposition of fee shall attract interest @ 15% per annum compounded annually.
6. Present policy of the MoRTH is to provide a 2.00m wide utility corridor on either side of the extreme edge of ROW. In cases where utility ducts with sufficient space are already available along NH, the utility services shall be laid in such ducts subject to technical requirements being fulfilled.

For NISANTH ENTERPRISES



Proprietor

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

For NISANTH ENTERPRISES

K. H.

Proprietor



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. That the licensee shall at all-time permit any duly authorized officer (or) servant of the NHAI to inspect the said erection/crossing of Overhead Electrical line.
14. The casing services shall cross the national Highways preferable on a line normal to it or nearly so as practicable.
15. The casing/conduit pipe for crossing the road may be installed under the embankment either by boring or digging a trench. Installation by boring method shall be preferred.
16. That incase of any burst or leak of Erection/crossing of Electrical line, the licensee shall bear the entire cost of the restoration or damage caused to the road.
  - a. That the licensee shall be liable for any loss or damage caused to the NHAI by drainage obstruction or any other like caused due to the said erection of electrical pole.
  - b. The backfill shall be completed in two stages (i) side-fill to the level of the top of pipe (ii) Overfill to the bottom of the road crust.
17. The licensee shall ensure making good the excavated trench for laying utility services by proper filling and compacting, so as to restore the land

in to the same condition as it was before digging the trench, cleaning debris/loose earth produce due to execution of trenching at least at least 50m away from the edge of the right of way.

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

For NISANTH ENTERPRISES

K. M. H.

compensation to the aggrieved Authority/its designated agency for any damage sustained by them by reason of the exercise the ROW facility.

21. The Licensee shall shift the Overhead Electrical line within 90 days (or as specified by the respective NHAI) from the date of issue of the concerned Authority to shift/relocate the Overhead Electrical line, in case it is so required for the purpose of improvement widening of the road/highway or construction of flyover/bridge and restore the road/land to its original condition at his own cost and risk.
22. The Licensee shall be responsible to ascertain from the respective agency in co-ordination, with Authority regarding the location of other utilities/ underground installations/facilities etc. the Licensee shall ensure the safety and security of already existing Overhead lines/underground installations/utilities/facilities etc. before commencement of the excavation/using the existing cable ducts. The Licensee shall procure insurance from a reputed insurance company against damages to already existing Overhead lines/ underground installations/utilities/facilities etc.
23. The Licensee shall be solely responsible / liable for full compensation/ indemnification of concerned agency/aggrieved Authority for any direct, indirect or consequential damage caused to them/claims or replacements sought for, at the cost and risk of the Licensee. The concerned agency in co-ordination with authority shall also have a right to make good such damages/recover the claim by forfeiture of Bank Guarantee.
24. If the Licensee fails to comply with the condition to the satisfaction of the Authority, the same shall be executed by the Authority at the cost and risk of the Licensee.

25. Grant of Licensee is subject to the Licensee satisfying (a) minimum disruption of traffic and (b) no damage to the highways. As far as possible, the Licensee should avoid cutting of the road for crossing highway, and other roads any try to carry out the work by trenchless technology. In case any damage is caused to the road pavement in this process, the Licensee will be required to restore the road to the original condition at its cost. If due to unavoidable reasons the road needs to be cut for crossing or laying utility services, the Licensee has to execute the restoration work in a time bound manner at its cost either by itself or through its authorized representative in consultative with the Authority as per predetermined time schedule and quality standards. In case of the Licensee failing to discharge the obligation of making of good of the excavated trench/ other restoration work, the Authority shall have a right to make good the damage caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee.
26. The Licensee shall inform/give a notice to the concerned agency designated by the Authority at least 15 days in advance with route details prior to digging trenches, for fresh or maintenance/repair works. A separate performance Bank Guarantee for maintenance/repair works shall have to be furnished by the Licensee.
27. Each day, the extent of digging the trenches should be strictly regulated so that cables are laid and trenches filled up before the close of the work that day. Filling should be completed to the satisfaction of the concerned agency designated by the Authority.
28. The Licensee shall indemnify the concerned agency in co-ordination with authority, against all damages and claims, if any, due to the digging of trenches for laying cable/ducts.



29. The permission for laying utility services is granted maximum for 5 years at a time which a thereafter be considered for renewal. On payment of additional fee at the time of renewal, the permission shall automatically be renewed, unless defaults exist. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @ 15% per annum compounded annually.
30. The permission shall be valid only for the period it is issued and fee deposited however, the Authority also has a right to terminate the permission or to extent the period of agreement.
31. That the Licensee shall not undertake any work of shifting, repairs or alteration to the utility services without prior written permission of the concerned agency in coordination with the Authority.
32. The permission granted shall not any way be deemed to convey to the licensee any ownership right or any interest in route/road/highway land/property, other than what is herein expressly granted. No use of ROW will be permitted for any purpose other than that specified in the agreement
33. During the subsistence of this Agreement, the Overhead Electrical line/Ducts located in highway land/property shall be deemed to have been constructed and continued only by the consent and permission of the Authority so that the right of the Licensee to the use thereof shall not become absolute and infeasible 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

For NISANTH ENTERPRISES

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overhead lines (with respect to the NH) and after complete restoration shall be submitted to the Authority verification and record within a month of completion of works.

36. The Licensee shall allow free access to the site at all times to the authorized 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 in the effect that the utility services has been laid in accordance with the approved specification 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 the 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 cancellation nor shall it be absolved from any liability already incurred.
38. The Licensee shall ensure adherence to relevant India 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
  - a. Operation, repair and maintenance guidelines given by the manufactures.
  - b. The requirements of Law.

- c. The physical conditions at the site, and
- d. 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, diversions shall be constructed, If any traffic diversion works are found necessary the working period such diversion shall be provided at the cost of Licensee.

41. After the termination /expiry of the agreement, the licensee shall remove the Overhead electrical line /cable/ducts within 90 days and the site shall be brought back to the original condition failing which licensee shall furnish a Bank Guarantee to the Authority for a period of one year for an amount assessed by the Authority as a security for making good the excavated trench by proper filling and compaction, Clearing debris, loose earth produced due to excavation of trenching at least 50 m away from the edge of the ROW.

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

43. For PPP Project in case of any financial loss incurred by the respective project concessionaires due to such erection of overhead electrical line/ laying and shifting or utility services by the licensee, compensation for the same shall be required to be borne by the Licensee in mutual agreement with the respective project concessionaires. MORTH & NHAI/Implementing

For NISANTH ENTERPRISES

K. M. A. I.

Proprietor

Authorities for the project not 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 HERE TO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THROUGH THEIR RESPECTIVE AUTHORISED REPRESENTATIVES THE DAY THE YEAR FIRST ABOVE WRITTEN

SIGNED ON  
THE AUTHORIZED SIGNATORY  
NISHANTH ENTERPRISES  
HOUSING BOARD COLONY, TUTICORIN

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

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

1.

2.

For NISANTH ENTERPRISES

*Handwritten signature*





தமிழ்நாடு தமில்நாடு TAMILNADU

CV 645034

புகை: 100 Nisanth Enterprises  
திக: 10-02-2023 Thoothukudi

V.N. நந்தி ரெண்டி  
முத்திரைகள் கீழ்ப்படிவானது  
உரிமம் எண். V2009  
எட்டியுள்

### UNDERTAKING

We The Authorized Signatory, Nisanth Enterprises, 4/4/3, Housing Board Colony, Ettaiyapuram Road, Thoothukudi -628 002 to Erection of overhead Electrical Pole Line from Km. 240/000 to 244/650 RHS in Madurai - Tuticorin section of NH 45-B in the state of Tamil Nadu.

We hereby undertake the standing conditions of NHAI Guidelines.

1. **Not to damage to other utility, if damaged then to pay the Losses either to NHAI or to the concerned agency:** Regarding the location of other Overhead Electrical lines / Pipelines, underground installation / utilities etc. The Authorized Signatory, Nishanth Enterprises, 4/4/3, Housing Board Colony, Ettaiyapuram Road, Thoothukudi -628 002 shall be responsible to

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ascertain from the respective agency in coordination with NHAI. The Authorized Signatory, Nisanth Enterprises, 4/4/3, Housing Board Colony, Ettaiyapuram Road, Thoothukudi -628 002 shall be responsible for safety of all construction works such as erection of towers, stringing of line along and across the NH Road.

2. **Renewal of Bank Guarantee:** The Authorized Signatory, Nisanth Enterprises, 4/4/3, Housing Board Colony, Ettaiyapuram Road, Thoothukudi -628 002 furnishes a bank guarantee @ Rs. 100 per running meter to the NHAI. For a period of one year initially (extendable if required till satisfactory completion of work) as a security for ensuring/making good the erection of electrical overhead line should be minimum 6.5m vertical clearance as per IRC. No payment shall be payable by the NHAI to The Authorized Signatory, Nisanth Enterprises, 4/4/3, Housing Board Colony, Ettaiyapuram Road, Thoothukudi -628 002 for clearing debris /loose earth. In case the work contemplated herewith is not completed to the satisfaction of the NHAI, which has granted the permission, within a period of 11 months from the date of issue of the bank guarantee. The Authorized Signatory, Nisanth Enterprises, 4/4/3, Housing Board Colony, Ettaiyapuram Road, Thoothukudi -628 002 shall either furnish a fresh guarantee or extend the guarantee for a further period of one year. In case of The Authorized Signatory Nisanth Enterprises, 4/4/3, Housing Board Colony, Ettaiyapuram Road, Thoothukudi -628 002 falling to discharge the obligation of making good the excavated trench, NHAI shall have an amount by invoking the bank guarantee furnished by The Authorized Signatory, Nisanth Enterprises, 4/4/3, Housing Board Colony, Ettaiyapuram Road, Thoothukudi -628 002



### 3. Confirming all standard conditions of NHAI:

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

ii. Existing CD works shall not be allowed for laying overhead line and shall be crossed by The Authorized Signatory, Nisanth Enterprises, 4/4/3, Housing Board Colony, Ettaiyapuram Road, Thoothukudi -628 002 method only.

iii. The NHAI has a right to terminate the permission or to extend the period of agreement. In case The Authorized Signatory, Nisanth Enterprises, 4/4/3, Housing Board Colony, Ettaiyapuram Road, Thoothukudi -628 002 wants shifting, repair or alteration to overhead lines, it will have to furnish a separate bank guarantee.

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

v. The permission granted shall not in any way be deemed to convey to The Authorized Signatory Nisanth Enterprises, 4/4/3, Housing Board Colony, Ettaiyapuram Road, Thoothukudi - 628 002 any ownership right or any interest in route/road/highway/land/property, other than what is herein expressly granted.

vi. During the subsistence of this agreement, the laying

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overhead lines /ducts located in highway land / property shall be deemed to have been constructed and continued only by the consent and permission of the NHAI so that the right The Authorized Signatory, Nisanth Enterprises, 4/4/3, Housing Board Colony, Ettaiyapuram Road, Thoothukudi -628 002 to the use thereof shall not become absolute and indefeasible by laps of time.

vii. The Authorized Signatory, Nisanth Enterprises, 4/4/3, Housing Board Colony, Ettaiyapuram Road, Thoothukudi -628 002 shall bear the stamp duly charged for the agreement.

viii. The overhead lines shall not be brought in to use by The Authorized Signatory, Nisanth Enterprises, 4/4/3, Housing Board Colony, Ettaiyapuram Road, Thoothukudi -628 002 unless a completion a certificate to the effect that the laying pipelines has been laid in accordance with the approved specifications and drawings and the trenches have been filled up to the satisfactions of the concerned agency in co-ordination with the owner has been obtained.

ix. Notwithstanding anything NHAI contained herein this agreement may be cancelled at any time by the breach of any condition of the same The Authorized Signatory, Nisanth Enterprises, 4/4/3, Housing Board Colony, Ettaiyapuram Road, Thoothukudi -628 002 shall neither be entitled to any compensation for any loss caused to it by such cancellation not shall it be absolved from any liability already incurred.

x. The licensee shall have to provide barricading, danger lighting and other necessary caution boards while executing the work and during maintenance. If NHAI is required to do some emergent work, The Authorized Signatory, Nisanth Enterprises,

4/4/3, Housing Board Colony, Ettaiyapuram Road, Thoothukudi - 628 002 will provide an observer within 24 hours. NHAI will not responsible for any damage of any kind by what so ever means natural or otherwise.

4. The enforceability of the ROW permission granted shall be restricted to the extent of provisions/scope of service contained/defined in the licensee agreement of the licensee with The Authorized Signatory, Nisanth Enterprises, 4/4/3, Housing Board Colony, Ettaiyapuram Road, Thoothukudi -628 002 and for the purpose for which it is granted. Either by content or by intent the purpose extending this ROW facility is not enhancing the scope of The Authorized Signatory, Nisanth Enterprises, 4/4/3, Housing Board Colony, Ettaiyapuram Road, Thoothukudi -628 002
5. **Shifting of OHL as and when required by NHAI:** The Authorized Signatory Nisanth Enterprises, 4/4/3, Housing Board Colony, Ettaiyapuram Road, Thoothukudi -628 002 shall shift the EB Lines within 90 days (or as specified by the respective agency/owner) from the date of issue of the notice by the NHAI, Govt. of India to shift/relocate the Overhead electrical lines. In case, it is so required for the purpose of improvement/widening of the road/route/highway or construction of flyover/bridges and restore the road/land to its original condition at its own cost and risk

6. **Shifting due to 4 lining/widening of NH:** After the termination/expiry of the agreement, The Authorized Signatory, Nisanth Enterprises, 4/4/3, Housing Board Colony, Ettaiyapuram Road, Thoothukudi -628 002 shall remove the Overhead electrical lines within 90 days and the site shall be brought back to the original condition failing which The Authorized Signatory Nisanth Enterprises, 4/4/3, Housing Board Colony, Ettaiyapuram Road, Thoothukudi -628 002 will lose the right to remove the overhead electrical lines. However before taking up the work of removal of overhead lines The Authorized Signatory, Nisanth Enterprises, 4/4/3, Housing Board Colony, Ettaiyapuram Road, Thoothukudi - 628 002 shall furnish a bank guarantee to the owner for a period of one year for an amount assessed by the owner for making good the erection of electrical overhead lines should be 6.5m vertical clearance.
7. **Traffic movement during laying of OHL to be managed by the applicant:** If any traffic diversion works are found necessary during the working period such diversion shall be provided at the cost of The Authorized Signatory, Nisanth Enterprises, 4/4/3, Housing Board Colony, Ettaiyapuram Road, Thoothukudi -628 002
8. **If any claim is raised by the concessionaire then the same has to be paid by the applicant:** The Authorized Signatory, Nisanth Enterprises, 4/4/3, Housing Board Colony, Ettaiyapuram Road,

Thoothukudi -628 002 Executive shall be solely responsible/liable for full compensation/indemnification of concerned agency/aggrieved owner for any direct, indirect of consequential damage caused to them/claims or replacement sought for, at the cost and risk of The Authorized Signatory Nishanth Enterprises, 4/4/3, Housing Board Colony, Ettaiyapuram Road, Thoothukudi - 628 002 The concerned agency in co-ordination with NHAI shall also have a right to make good such damages/recover the claims by way of invoking of bank guarantee furnished The Authorized Signatory Nishanth Enterprises, 4/4/3, Housing Board Colony, Ettaiyapuram Road, Thoothukudi -628 002 fails to comply with the condition 5 and above to the satisfaction of the NHAI, the same shall be got executed by the NHAI at the risk and cost of The Authorized Signatory, Nishanth Enterprises, 4/4/3, Housing Board Colony, Ettaiyapuram Road, Thoothukudi -628 002 The Authorized Signatory, Nishanth Enterprises, 4/4/3, Housing Board Colony, Ettaiyapuram Road, Thoothukudi -628 002 hereby do undertake to furnish a performance bank guarantee@ 100/- per meter for a period of one year initially (extendable if required till satisfactory completion of work) as a security against improper restoration of ground in terms of filling/ unsatisfactory compaction/damages caused to other underground installation utility services & interference Interruption, disruption of failure caused thereof to



any services etc. in case, The Authorized Signatory, Nishanth Enterprises, 4/4/3, Housing Board Colony, Ettaiyapuram Road, Thoothukudi -628 002 failing to discharge the obligation of making good the damages caused due to excavated trench, the NHAI shall have a right to make good the damages caused due to excavation at The Authorized Signatory, Nishanth Enterprises, 4/4/3, Housing Board Colony, Ettaiyapuram Road, Thoothukudi -628 002 and recover the amount by invoking the bank guarantee. In case the work contemplated is not completed to the satisfaction of NHAI, which has granted the permission within a period of 11 months from the date of issue of the bank guarantee. The Authorized Signatory, Nishanth Enterprises, 4/4/3, Housing Board Colony, Ettaiyapuram Road, Thoothukudi -628 002 shall either furnish a fresh guarantee or extend the guarantee for a further period of one year.

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

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

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

14. In case the work contemplated is not completed to the satisfaction of. NHAI, which has granted the permission within a period of 11 months from the date of issue of the bank guarantee. The Authorized Signatory, Nishanth Enterprises, 4/4/3, Housing Board Colony, Ettaiyapuram Road, Thoothukudi -628 002 shall either furnish a fresh guarantee or extend the guarantee for a further period of one year.

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

16. We The Authorized Signatory, Nisanth Enterprises, 4/4/3, Housing Board Colony, Ettaiyapuram Road, Thoothukudi -628 002 hereby undertake that the existing avenue plantation is not affect due to the present proposed erection of overhead electrical Pole line from Km. 240.000 to 244/650 of Madurai to Tuticorin section of NH-45B

in the State of Tamil Nadu.

17. We The Authorized Signatory, Nishanth Enterprises, 4/4/3, Housing Board Colony, Ettaiyapuram Road, Thoothukudi -628 002 hereby undertake to erection of electrical supply line will not have any deleterious effects on any of the bridge components and road way safety for traffic.
18. We agree indemnity against all damages and claims clause XXIV
19. We are confirming the standard conditions of NHAI 's Guidelines.
20. We shall be responsible for shifting of the electrical line as and when required by NHAI at their own cost.
21. We undertake that vertical clearance shall be 6.50 Meter above from FRL
22. We The Authorized Signatory, Nisanth Enterprises, 4/4/3, Housing Board Colony, Ettaiyapuram Road, Thoothukudi -628 002 hereby undertakes that the pay the fee/rent as mentioned in the Ministry's Guidelines Lr. No.RW/NH-33044/27 2005-S&R(R) dated 21-09-2010 as and when asked by NHAI.
23. We The Authorized Signatory, Nisanth Enterprises, 4/4/3, Housing Board Colony, Ettaiyapuram Road, Thoothukudi -628 002 hereby undertakes that crossings of all cross roads at grade separators, at grade junctions and wherever required and in the buildup areas as per the instructions of NHAI officials.

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*(Signature)*

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

For The Authorized Signatory, Nisanth Enterprises, 4/4/3, Housing Board Colony, Ettaiyapuram Road, Thoothukudi -628 002

For NISANTH ENTERPRISES

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மதிப்பு ரூ. 20 Nisanth Enterprises Ltd  
தாள் : 10.02.2023 Thoothukudi

V. மந்திர குந்தி  
முத்தூர் தாள் சிறப்பகம்  
உரிம எண். V2009  
செ.உ.ப.நா.

### INDEMNITY BOND

Name of the work: Madurai – Tuticorin section – Erection of 33 KV Over Head Electric Pole line from 240/000 to 244/650 RHS on Madurai – Tuticorin section of NH 45-B in the state of Tamil Nadu.

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

We The Authorized Signatory, Nisanth Enterprises, 4/4/3, Housing Board Colony, Ettaiyapuram Road, Thoothukudi -628 002 do here by indemnity the Project Director, NHAI, PIU, binding ourselves to pay all the losses and claims in respect of laying and Erection of 33 KV Over Head line from Km. 240/000 to 244/650 RHS in Madurai – Tuticorin section of NH 45-B in the state of Tamil Nadu or maintenance thereof and against all claims, proceedings, damages, costs, charges and expenses or maintenance thereof and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect

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thereof in relation there to. Failing such payments of claims in the above work we abide in accepting for recovery of such claims affected from any of our assets.

**The Authorized Signatory, Nisanth Enterprises, 4/4/3, Housing Board Colony, Ettaiyapuram Road, Thoothukudi -628 002**

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

#### **Annexure-1**

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

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

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

Keeping the above objectives in view, the following broad guidelines are being recommended by the Ministry of Road Transport & Highways(MoRTH), under which row permissions may be granted to licensed

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

1. Any authorized License of DoT/Registered Infrastructure Provider is eligible to seek/avail RoW facility/permission. However, enforceability of the permission so granted shall be restricted to the extent of provisions/scope of service contained, defined in the license agreement of that licensee & for the purpose for which it is granted.
2. Either by content or by intent, the purpose of extending RoW facility is not to enhance the scope of license of a licensee or such RoW permissions are only enabling/facilitating in nature.
3. The cable shall always be laid at the edge of the RoW. In case of restricted width of RoW, which may be adequate only to accommodate the carriageways, central verge, shoulders, slopes of embankment and drains, the cables shall be laid beyond the toe line of the embankments and clear of the drain. In cases where cables ducts with sufficient spaces are already available along with NHAI, the cables shall be laid in such ducts subject to technical requirements being fulfilled. Present policy of the MoRTH is to provide a 2.00m wide utility corridor on either side of

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

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

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

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K. M. A.

Proprietor



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

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

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

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

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

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

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

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

9. In order to avoid repeated digging on the same routes in cases where cable ducts with sufficient space are already available along NHAI, laying of cables shall be encouraged in such ducts subject to technical requirements being fulfilled. In cases where such ducts are not available, the first incumbent shall be allowed to lay voluntarily extra ducts/conduits with extra capacity so as to take care of future needs.

The capacity/excess capacity can be commercialized by the incumbent with suitable mutual agreements with the excess capacity by the first incumbent shall not be a pre-condition for giving RoW clearances. The Central/State roadways authorities may consider laying ducts/conduits at the time of construction of roads to facilitate laying Telecom Cables for which suitable charges could be imposed.

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

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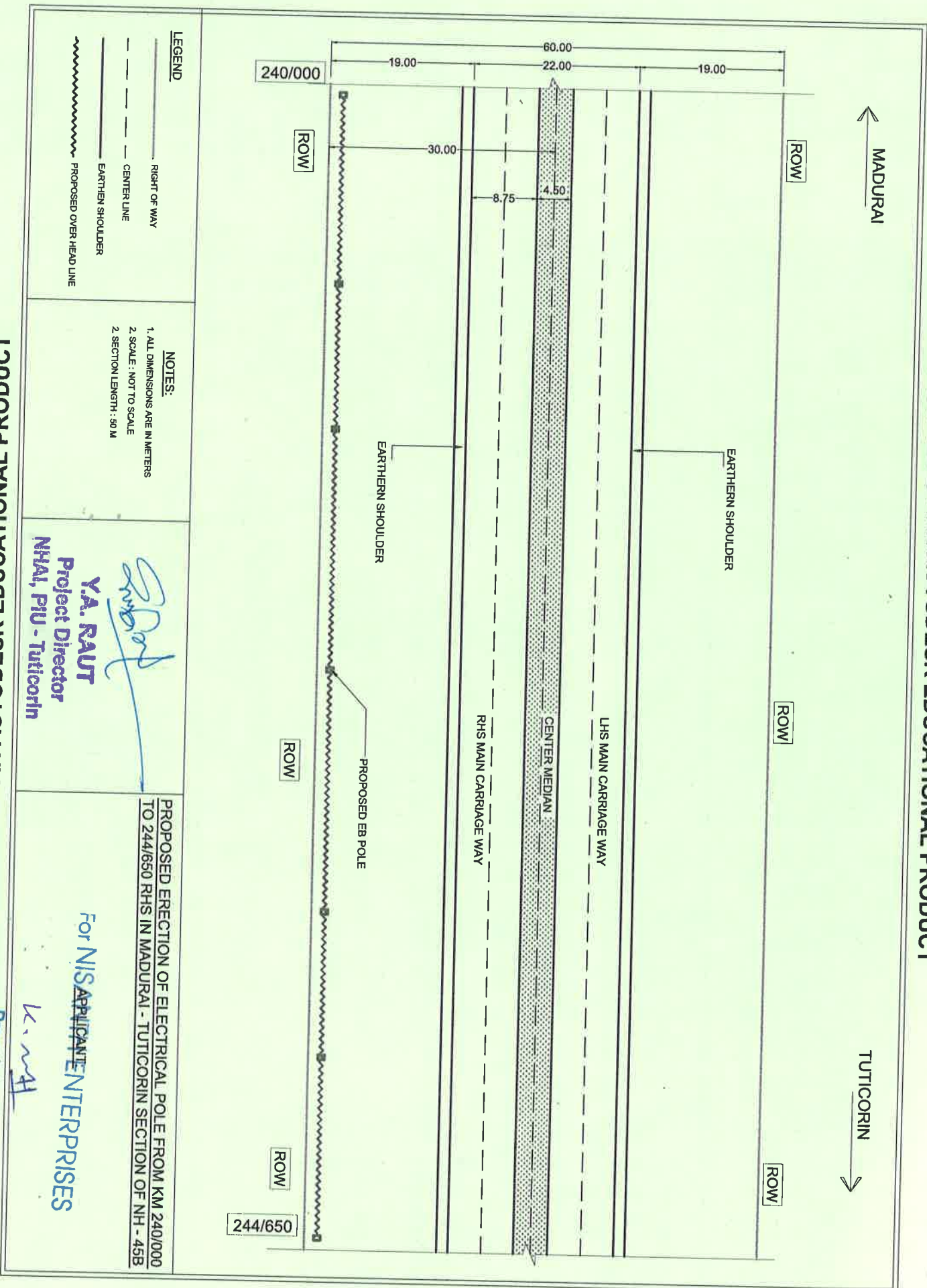
  
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caused / claims or replacements sought for at the cost and risk of Licensee.

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

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

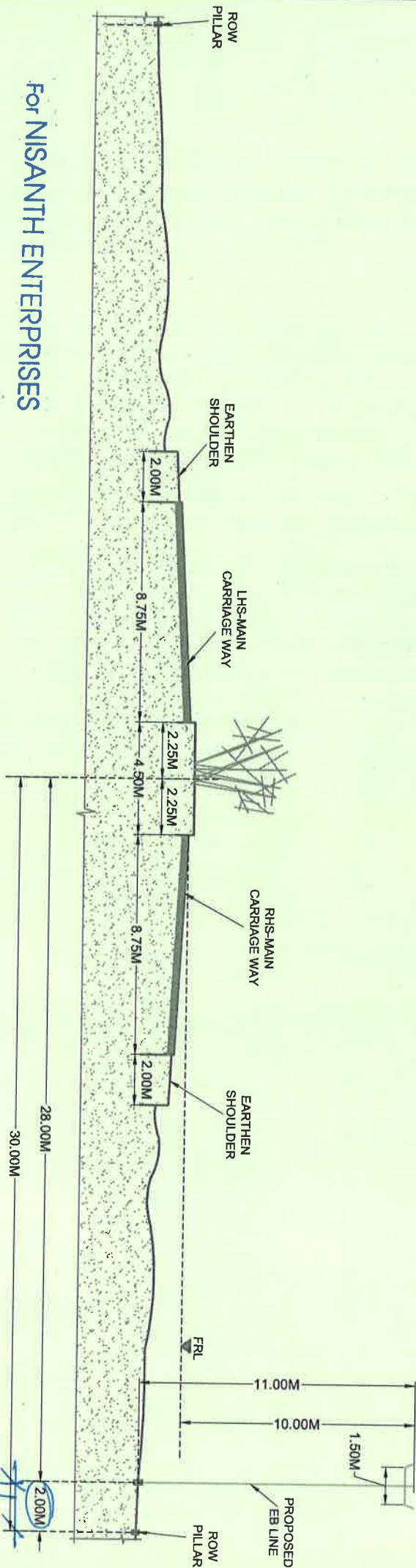




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# ROAD CROSS SECTION



Project Director  
NHAI, PIU - Tuticorin

**V.A. RAUT**

*[Signature]*

*[Signature]*  
0.60m



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அந்தோனி சகாயம் கோமளம் (ஸ்.ஸ்)

(அவ்வே) L.No.:32/97/தா.டி/1997

நாள்: 04 - 02 - 2002

NOW KNOW YE ALL AND THESE PRESENTS WITNESSETH THAT, V.K.Nisanth Enterprises, a Company incorporated under the Companies Act, 1956, having its Registered Office at 4/483, Housing Colony, Ettayapuram Road, Thoothukudi, Tamilnadu, 628002 India (hereinafter called the "COMPANY"), doth hereby nominate, constitute and appoint, SHRI. NISANTH (hereinafter for brevity's sake called the 'ATTORNEY') being the true and lawful Attorney for and on behalf of the Company and to do all or any of the following acts or deeds for and or on behalf of the Company for setting up of Erection of Overhead Electrical Line with Company's ILA and Enodeb Mast Stations, Aggregation nodes and other infrastructure facilities to be set up by the Company in the State of Tamil Nadu.

1. To sign applications, correspondences or any other writings for obtaining permission and clearances as may be required for Right of Way.
2. To make, sign and execute necessary applications, writings and other documents required for water connection, electricity connection, telephone/internet/fax connections, installation of air-conditioners and other electrical/electronics/mechanical appliances and/or necessary plumbing, electrical, masonry, painting, interior decorations etc. and all such works on and in connection with the immovable properties belonging to or leased/hired by the Company.
3. To accept notices or services of writ of summons or other legal process that may be served upon the Company and to appoint Advocates/Counsels and to declare and affirm all complaints, written statements, applications, petitions, affidavits and other necessary documents on behalf of the Company.

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K. M. H.

4. To appear and represent on behalf of the Company before any official or authorities Revenue, Municipal, Police, Local Bodies, or otherwise to represent the Company in all matters and proceedings before them of any nature whatsoever.
5. To submit on behalf of the company, agreements, applications, technical drawings or any other documents to municipal and /or state and/or Central Government offices like Department of Telecommunications, National Highway Authority of India, Railways, Controllers of Explosives, State Electricity Board, Public Works Department, Town Planning/Urban Development, District Magistrate, District Collector, Police, Revenue, Environment & Forest etc.

AND GENERALLY to sign all letters, correspondence and all other documents in the above matters and to take all actions, incidental and consequential thereto and engagements of every nature and kind whatsoever to that effect fully and effectually to all intents and purposes as we the Company could do and did the same and desire that all matters and things respecting the same shall be under the full management and directions of the Company.

AND the Company doth hereby ratifies and agrees to ratify and confirm all and whatsoever the said Attorney do or purport to do or cause to be done by virtue of these presents.

PROVIDED THAT this Power of Attorney shall be deemed to have commenced with effect from the date of execution of these presents and shall cease to have effect on 30th December 2024 or on the date, on which the Attorney ceases to be associated with the Company, whichever is earlier and the lawful acts, deeds and things done by the said Constituted Attorney during this period are valid and binding on the Company.

IN WITNESS WHEREOF, the Company has hereunto set and subscribed its hands at Tuticorinon this day of January 2023.

SIGNED AND DELIVERED BY V.K.NISANTH  
ENTERPRISES

For NISANTH ENTERPRISES

Before me,

I accept the above Power of Attorney:

*Sh. Nisanth*  
Proprietor

(Signature of Sh.Nisanth)

Witness : \_\_\_\_\_

Name : M. Ganesh Kumar

Signature : M. Ganesh Kumar



*M. Ganga*  
M. Ganga  
ADVOCATE & NOTARY  
GOVERNMENT OF INDIA  
92-R, DEVARPURAM ROAD  
THOOTHUKUDI-628 003, TAMILNADU  
Ph: 94431 32542





**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: 22<sup>nd</sup> 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.

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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



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/ Licencee, 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 to any services etc.;

Utility services such as pipes etc (rate in per 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

Rs 500

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

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:

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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)

\*\*\*\*

For NISANTH ENTERPRISES

*U. V. H.*



**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.



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2	61/1B	271145/ Acre	670000/ Hectare	Dry Well Irrigation Type - I	01-Apr-2023	-
3	61/2A	299475/ Acre	740500/ Hectare	Dry Special Type - I	01-Apr-2023	-
4	61/2B	299475/ Acre	740500/ Hectare	Dry Special Type - I	01-Apr-2023	-
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