



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण (सड़क परिवहन और राजमार्ग मंत्रालय)

National Highways Authority of India

(Ministry of Road Transport & Highways, Government of India)

क्षेत्रीय कार्यालय : 41-29-45A, सर्वे नं: 373/2A, कोदंडरामालयम्, चलसानी नगर,
रानीगरीतोटा, कृष्णालंका, विजयवाड़ा - 520 013, आंध्र प्रदेश

Regional Office : D.No. 41-29-45A, RS No. : 373/2A, Kodandaramalayam, Chalasani Nagar,
Ranigari Thota, Krishna Lanka, Vijayawada - 520 013, Andhra Pradesh

फोन / Tele : 0866 -2483910, ई-मेल / E-mail : rovijayawada@nhai.org, nhairovja@gmail.com
वेब / Web : www.nhai.gov.in



Ref: NHAI/RO-VJA/Access/PIU-KDP/2023-24/1161

Dt: 10-04-2024

To

The Sr. Technical Director,
NIC, Transport Bhawan,
New Delhi- 110001.

Sub: RO - Vijayawada - Permission for laying of Water Supply pipeline (315/6kgf mm dia HDPE pipeline) along Kadapa - Kurnool section of NH-18 (New NH-40) from Km.291+400 to Km.296+650 RHS and from Km.296+650 to Km.296+750 LHS (Udumalpuram to Balapanur) and one crossing at Km.296+650 with a total length of 5.410 km by M/s SPY Agro Industries Ltd - **Public comments** - Reg.

Sir,

Please find enclosed herewith a proposal submitted for laying of Water Supply pipeline (315/6kgf mm dia HDPE pipeline) along Kadapa - Kurnool section of NH-18 (New NH-40) from Km.291+400 to Km.296+650 RHS and from Km.296+650 to Km.296+750 LHS (Udumalpuram to Balapanur) and one crossing at Km.296+650 with a total length of 5.410 km by M/s SPY Agro Industries Ltd.

2. As per MORTH guidelines vide letter No. RW/NH-33044/29/2015/S&R(R) dated 22nd November 2016, the application along with the recommendations of PD, PIU-Kadapa are enclosed herewith with a request to host the same in the Ministry's website for 30 days seeking claims and objections (on grounds of public inconvenience, safety and general public interest), for taking further necessary action.

Yours faithfully,

Encl: As above

(R. K. Singh, IES)
CGM (Tech.) & Regional Officer

Copy to: PD, PIU - Kadapa



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय)

National Highways Authority of India

(Ministry of Road Transport & Highways, Government of India)

क्षेत्रीय कार्यालय : 41-29-45A, सर्वे नं: 373/2A, कोदंडरामालयम्, चलासानी नगर ,
रानीगरीतोटा, कृष्णालंका, विजयवाड़ा - 520 013, आंध्र प्रदेश

Regional Office : D.No. 41-29-45A, RS No. : 373/2A, Kodandaramalayam, Chalasani Nagar,
Ranigari Thota, Krishna Lanka, Vijayawada - 520 013, Andhra Pradesh

फोन / Tele : 0866 -2483910, ई-मेल / E-mail : rovijayawada@nhai.org, nhairovja@gmail.com

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Ref: NHAI/RO-VJA/Access/PIU-KDP/2023-24/ 1162

Dt: 10-04-2024

INVITATION OF PUBLIC COMMENTS

Sub: RO - Vijayawada - laying of Water Supply pipeline (315/6kgf mm dia HDPE pipeline) along Kadapa - Kurnool section of NH-18 (New NH-40) from Km.291+400 to Km.296+650 RHS and from Km.296+650 to Km.296+750 LHS (Udumalpuram to Balapanur) and one crossing at Km.296+650 with a total length of 5.410 km by M/s SPY Agro Industries Ltd., - **Public comments** - Reg.

The Project Director, PIU - Kadapa submitted a proposal of laying of Water Supply pipeline (315/6kgf mm dia HDPE pipeline) along Kadapa - Kurnool section of NH-18 (New NH-40) from Km.291+400 to Km.296+650 RHS and from Km.296+650 to Km.296+750 LHS (Udumalpuram to Balapanur) and one crossing at Km.296+650 with a total length of 5.410 km by M/s SPY Agro Industries Ltd.

As per MORTH guidelines vide letter No. RW/NH-33044/29/2015/S&R(R) dated 22nd November 2016, the Highway Administration will put out the application in the Ministry's website for 30 days seeking claims and objections (on grounds of public inconvenience, safety and general public interest).

In view of the above, the comments of public, if any, on the above mentioned proposal is invited on below mentioned address.

Regional Officer - Vijayawada,
National Highways Authority of India,
Regional Office, Dr. No.41-29-45A, R. S. No.373/2A
Near Kodandaramalayam, Chalasani Nagar,
Ranigarithota, Krishnalanka, Vijayawada - 520 013.
Email: rovijayawada@nhai.org

(R. K. Singh, IES)
CGM (Tech.) & Regional Officer



भारतीय राष्ट्रीय राजमार्ग प्रधिकारण (सडक परिवहन ओर राजमार्ग मंत्रालय)

NATIONAL HIGHWAYS AUTHORITY OF INDIA

(Ministry of Road Transport & Highways, Govt. of India)

Project Implementation Unit, KADAPA

D.No. 1/441/16, Behind Lakshmi Towers, Maruthi Nagar, KADAPA - 516 001. YSR Dist. A.P.

E-mail: kadapanhai@gmail.com piukadapa@nhai.org



NHAI/PIU-KDP/13006/1/2023/NH-40/Access Permission/15009

Date 10.04.2024

To

Regional Officer
National Highways Authority of India,
Door No.41-29-45A, R.S.No.373/2A,
Near Kodandaramalayam, Chalasani Nagar,
Ranigarithota, Krishnalanka,
VIJAYAWADA - 520 013.

Sub: NHAI, PIU-Kadapa - Operation & Maintenance of 4 laning of Kadapa - Kurnool section of NH-18 from the existing Km 167.750 to Km 356.502 in the State of Andhra Pradesh under NHDP Phase-III on BOT Basis - Proposal for grant of access permission for laying of Water Supply pipeline (315/6kgf mm dia HDPE pipeline) along Kadapa - Kurnool section of NH-18 (New NH-40) from Km.291+400 to Km.296+650 RHS and from Km.296+650 to Km.296+750 LHS (Udumalpuram to Balapanur) and one crossing at Km.296+650 with a total length of 5.410 km by M/s SPY Agro Industries Ltd., - **Request for approval - Reg.**

Ref: T/o. Letter No. NHAI/PIU-KDP/13006/1/2023/NH-40/Access Permission/14877 dated 25.03.2024

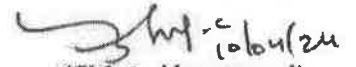
Sir,

In continuation to this office letter under reference cited above, please find enclosed herewith the signed copy of revised checklist, Typical Cross Section of the proposal, Calculation sheet of License fee & Bank Guarantee for the subject permission and Prevailing Circle rates downloaded from IGRS portal.

It is requested to take further necessary action at the earliest.

Encl: As above

Yours faithfully,


(Chinta Venugopal)

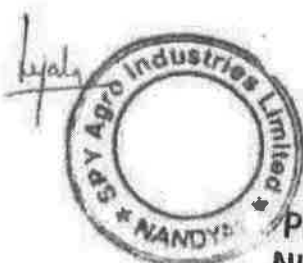
DGM (Tech.) & Project Director

Building a Nation. Not Just Road

CHECK - LIST

Guidelines for processing the proposal for laying of utility line in the land along National Highways vested with NHAI / PWD/BRO

| S. No. | Item | Information /Status | Remarks |
|--------|--|--|---|
| 1 | General Information | Providing Bulk Water Supply to M/s SPY Agro Industries Ltd, Udumalpuram, Nandyal District. | Providing Bulk Water Supply to M/s S.P.Y Agro Industries Ltd, Udumalpuram, Nandyal District. |
| 1.1 | Name and address of the applicant/ Agency | Director, M/s S.P.Y Agro Industries Ltd, Udumalpuram, Nandyal District. | Director, M/s S.P.Y Agro Industries Ltd, Udumalpuram, Nandyal District. |
| 1.2 | National Highway Number | NH-40 | New NH-40; Old NH-18 |
| 1.3 | State | Andhra Pradesh | Andhra Pradesh |
| 1.4 | Location | Udumalpuram to Balapanur | Udumalpuram to Balapanur Villages |
| 1.5 | (Chainage in Km) | Km.291.400 to Km.296.750 | Starting point at Km.291+400 to Km.296+650 RHS and from Km.296+650 to Km.296+750 LHS along NH-40 and crossing at Km.296+650 |
| 1.6 | Length in meters | 5.410 K.M | 5.410 K.M |
| 1.7 | Width of available ROW | | Chainage |
| | | | From To ROW |
| | | | 291.400 291.800 60 to 146 various |
| | | | 291.800 296.250 60 |
| | | | 296.250 296.350 85.75 |
| | | | 296.350 297.750 60 |
| | a) Left side from centre line towards increasing chainage/ km direction | 30M | Chainage |
| | | | From To LHS |
| | | | 291.400 291.800 30 to 62 various |
| | | | 291.800 296.250 30 |
| | | | 296.250 296.350 30 |
| | b) Right side from centre line towards increasing chainage/ km direction | 30M | Chainage |
| | | | From To RHS |
| | | | 291.400 291.800 30 to 61 various |
| | | | 291.800 296.250 30 |
| | | | 296.250 296.350 38 |
| 1.8 | Proposal to lay the utility | | |
| | a) Left side from centre line towards increasing chainage / km direction | Yes, as per drawings attached | Km.296.650 to Km.296.750 (LHS) |
| | b) Right side from centre line towards increasing chainage/ km direction | Yes as per the drawings attached | Km.291.400 to Km.296.650 (RHS) |
| 1.9 | Proposal to acquire the land | NA | NA |
| | a) Left side from centre line | - | - |
| | b) Right side from centre line | - | - |
| 1.10 | Whether proposal is in the same side where land is not to be acquired | NA | NA |
| | If not then where to lay the cable | | |
| 1.11 | Details of already laid services, if any | NO | Some of the electrical lines are shifted to |



PROJECT DIRECTOR
NHAI, P.I.U. KADAPA



| S. No. | Item | Information /Status | Remarks |
|--------|---|---------------------|--|
| | along the proposed root | | utility corridor by concessionaire at the time of widening. Chainages are CH Km.291+400 to 294+000 LHS CH Km.296+500 to 296+750 LHS CH Km.291+400 to 295+800 RHS CH Km.296+000 to 296+750 RHS |
| 1.12 | Number of existing lanes (2,4,6,8 lanes) | 4 lane | 4lane |
| 1.13 | Proposed number of lanes 2 lane with paved shoulders/4/6/8 lanes) | NA | As of now no proposal for expansion |
| 1.14 | Service road existing or not If yes then which side | Yes | Service Road exists from Km.291.400 to Km.291.875 BHS Km.293.400 to Km.294.350 BHS Km.295.670 to Km.296.680 BHS |
| | a) Left side from centre line | 13m to 16m | 29 M |
| | b) Right side from centre line | 13m to 16m | 29 M |
| 1.15 | Proposed service road | NA | No service road is proposed at present. However utility will be laid in the utility corridor, which is at a distance of 29 mts from the centre line. |
| | a) Left side from centre line | | |
| | b) Right side from centre line | | |
| 1.16 | Whether proposal to lay the utility is after the service road or between the service road and main carriageway | After service road | Proposed utility will be laid at the utility corridor 28-30 m from the present centre line |
| 1.17 | Whether carrying of water pipeline has been proposed on highway/ bridges if yes then mention the methodology proposed for the same | NO | NO |
| 1.18 | Whether carrying of water pipeline has been proposed on the parapet bar any part of the bridges. If yes then mention the methodology proposed for the same | NO | NO |
| | If crossings of the road involved if Yes, it shall be either encased in pipes or through structure or conduits specially built for that purpose in the expenses of the agency owning the line. | Yes at Km.296+650 | Yes, at Km.296+650 Crossing is involved Through HDD methodology |
| 1.19 | a) Whether the existing drainage structures are allowed to carry the utility pipeline | No | No |
| | b) Is it on align normal to the NH | Yes | Yes |
| | c) What is the distance of crossing the utility pipelines from the existing structures crossing shall not be too near the existing structures on the National Highway? The minimum distance being 15 meter. | NA | Crossing is proposed at Km.296+650. Nearby structure (MNB) at km 296+684 to km.296+741. Approaches starts from Km.296+693 including approach slab and dry stone revetment. (Existing bridge retained and |



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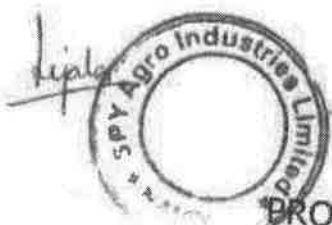


| S. No. | Item | Information /Status | Remarks |
|--------|---|---------------------|---|
| | | | additional new bridge of 2 lane is constructed) Structure type -RCC T beam girder Span arrangement - 2X11.40 +3X10.80 |
| | d) The casing pipe carrying the utility line shall be of steel, cast iron or reinforced cement concrete and have adequate strength and be large enough to permit ready withdrawal of carrier pipe/cable. | Yes | YES |
| | Mention type of casing | HDPE Pipeline | HDPE Pipeline |
| | e) Ends of the casing pipe shall be sealed from the outside. So that it does not act as a drainage path | Yes | YES |
| | f) The casing / conduit pipe should as minimum extend from drain to drain in cuts and toe of slope in the fills. | Yes | YES, Applicable |
| | g) The top of the casing / conduit pipe should be at least 1.2 meter below the surface of the road subject to being at least 0.3 m below the drain inverts. | Yes | The top of the casing /conduit should be 1.2 meters below the surface of the road |
| | Mention the proposed details | | |
| | h) Mention the methodology proposed for crossing of road for the proposed water pipeline. Crossing shall be by boring method HDD. Especially where the existing road pavement is of cement concrete or dense bituminous concrete type. | H.D.D | H.D.D |
| | i) The casing pipe shall be installed with an even boring throughout its length and in such a manner as to prevent the formation of a water way along it. | Yes | Yes |
| 2 | Document bar drawing to be enclosed with the proposal | Yes Enclosed | Yes Enclosed |
| 2.1 | Cross section showing the size of the trench for open trenching method. (Is it normal size of 1.2m deep X0.3m wide) (i) Should not be greater than 60 Cm wider than the outer diameter of the pipe. (ii) Located as close to the extreme edge of the right-of-way as possible but not less than 15 meter from the centre-lines of the | Enclosed | Yes provided and also considered HDD method. |



PROJECT DIRECTOR
NHAI, P.I.U. KADAPA.

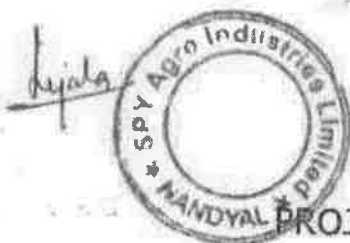
| S. No. | Item | Information /Status | Remarks |
|--------|---|--|--|
| | nearest carriageway. (iii) Shall not be permitted to run along the National Highways when the road formation is situated in double cutting. Nor shall these be laid over the existing culverts and bridges. (iv) These should be so laid that their top is at least 0.6 meter below the ground level so as not to obstruct drainage of the road land. | | |
| 2.2 | Cross section showing the size of the pit and location of cable for HDD method | Yes Enclosed | Yes Enclosed |
| 2.3 | Strip plan/ route plan showing the utility/ gas pipeline chainage width of ROW distance of proposed pipeline from the edge of ROW. Important milestone intersections, cross drainage works etc. | Yes Enclosed as per drawing | Strip plan showing all the details is Enclosed |
| 2.4 | Methodology for laying of the utility pipeline | Yes Enclosed | Yes Enclosed, both are proposed open trench/HDD Methodology, shall be applied based on site requirement. |
| 2.4.1 | Open trenching method (May be allowed in utility corridor only where pavement is neither cement concrete nor dense bituminous concrete type. If yes, what is the Methodology of refilling of trench. | Backfill the soil excavated with compaction at the rate of every 300mm | Yes, Undertaking has been enclosed. The same will be applied for backfilling. |
| | (a) The trench width should be at least 30 cm, but not more than 60 cm wider than the outer diameter of the pipe. | Enclosed | 30 cm wider than outer diameter of pipe has been shown in the drawing. |
| | (b) For filling of the trench, Bedding shall be to a depth of not less than 30 cm. It shall consist of granular material, free of lumps, clods and cobbles and graded to yield a firm surface without sudden change in the bearing value. Unsuitable soil and rock edged should be excavated and replaced by selected material. | Yes | Yes, 30 cm granular material has been considered in two layers (15 cm in each layer) |
| | (c) The back fill shall be completed in two stages in side fill to the level of the top of the pipe and (ii) over fill to the bottom of the road crust. | Yes | Yes, same has been considered |
| | (d) The side-fill shall consist of granular material laid in 15 cm layers each consolidated by | Yes | Yes, same has been considered |



PROJECT DIRECTOR
NHAI, P. H. KADAP



| S. No. | Item | Information /Status | Remarks |
|--------|--|---|---|
| | mechanical tampering and controlled addition of moisture to 95% of the proctor's density Overfill shall be compacted to the same density as the material that had been removed. Consolidation by saturation or pounding will not be permitted. | | |
| | (e) The road crust shall be built to the same strength as the existing crust on either side of the trench (are shall be taken to avoid the formation of a dip at the trench. | Yes | Yes, same has been considered |
| | (f) The excavation shall be protected by flagrant signs and barricades and red lights..... | Yes | Yes, same has been considered |
| | (g) If required a diversion shall be constructed at the expense at agency owning the utility line. | Yes | Yes, same has been considered |
| 2.4.2 | Horizontal directional drilling method (HDD method). | NA | As per Site condition |
| 2.4.3 | Methodology for laying of the pipeline through CD works and method of laying. In case where the carrying of water pipeline on the bridge becomes inescapable. | NA | NA |
| 3 | Draft licence agreement is signed by two witnesses | Enclosed | Yes ,Enclosed |
| 3.1 | The licensee fee estimate as per Ministry's guidelines issued vide circular No. RW/NH-33044/29/2015/ S&R(R) dated 22.11.2016. | Enclosed | Enclosed |
| 4 | Whether Performance Bank Guarantee as per Ministry's Circular no. RW/NH-33044/29/2015/S&R(R) dated 22.11.2016 is obtained. | No | Bank guarantee to be submitted |
| 4.1 | Confirmation of BG has been obtained are not as per MORTH/NHAI Guidelines. | Will be provided after obtaining provisional approval | Will be provided after obtaining provisional approval |
| 5 | Affidavit/ undertaking from the applicant from the following is to be furnished. | Yes Enclosed | Yes Enclosed |
| 5.1 | Undertaking not to damage any other utility, If damaged to pay the losses either NHAI or to the concerned agency. | Yes Enclosed | Yes Enclosed |
| 5.2 | Undertaking for renewal of BG as when asked by MORTH/NHAI. | Yes Enclosed | Yes Enclosed |
| 5.3 | Undertaking for confirming all standard condition of Ministry/NHAI guidelines. | Yes Enclosed | Yes Enclosed |
| 5.4 | Undertaking for indemnity against all damages and claims | Yes Enclosed | Yes Enclosed |



PROJECT DIRECTOR
NHAI, P. U. KADAPA

| S. No. | Item | Information /Status | Remarks |
|--------|---|--|--|
| 5.5 | Undertaking of management of traffic movement during laying of utility line without hampering the traffic. | Yes Enclosed | Yes Enclosed |
| 5.6 | Undertaking that if any claim is raised by the concessionaire/ contractor then the same has to be paid by applicant. | Yes Enclosed | Yes Enclosed |
| 5.7 | Undertaking that prior approval of the NHAI shall be obtained before undertaking any work of installation, shifting or repairs, or alterations to the utility located in the National Highway right-of ways. | Yes Enclosed | Yes Enclosed |
| 5.8 | Undertaking that expenditure, if any, incurred by NHAI for repairing any damage caused to the National Highway by the laying, maintenance or shifting of the utility line will be borne by the applicant agency owning the line. | Yes Enclosed | Yes Enclosed |
| 5.9 | Undertaking that text of the license deed is as per verbatim of MORTH format issued vide ministry's circular number:RW-NH-33044/29/2015/S&R(R) dated: 22-11-2016. | Yes Enclosed | Yes Enclosed |
| 5.10 | Undertaking that the applicant has obtained various safety clearances from the representative authorities such as Directorate of Electricity, Chief controller of Explosives, Petroleum and Explosive Safety Organization, Oil Industry Safety Directorate, State Central Pollution Control Board and any other statutory clearances applicable, before applying to Highway Administration. | To be obtained before provisional approval | To be obtained before provisional approval |
| 5.11 | If the MoRTH/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 MoRTH/NHAI at the cost of the agency owning the utility line within a reasonable time (not exceeding 60 days) of the intimation given. | Yes Enclosed | Yes Enclosed |
| 5.12 | Certificate from the applicant in the following format. | Yes Enclosed | Yes Enclosed |
| | (i) Laying of Gas pipe line will not have any deleterious effects on any of the bridge components and roadway safety for traffic. | NA | NA |
| | (ii) We do undertake that I/ We will | Yes Enclosed | Yes Enclosed |

hijala



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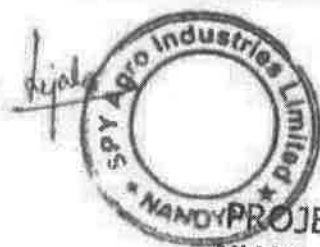


gudhy



PROJECT DIRECTOR
NHAI, P. II KADAPA

| S. No. | Item | Information /Status | Remarks |
|--------|---|---|---|
| | relocate service road / approach road / utilities at my/ our own cost notwithstanding the permission granted within such time as will be stipulated by NHA/ for future 6 laning/ any other development". | | |
| 6 | Who will sign the agreement on behalf of water pipeline agency | Power of Attorney Agent, M/s SPY Agro Industries Ltd, Udumalpuram, Nandyal District | Power of Attorney Agent, M/s SPY Agro Industries Ltd, Udumalpuram, Nandyal District |
| | Power of attorney to sign the agreement is available or not | Yes | Available |
| 7 | The Project Director will submit the following certificates | | |
| 7.1 | Certificate that the proposal is confirming to all standard conditions issued wide ministers circular number: RW/NH/33044/29/2015/S&R dated: 22-11-2016 | Yes Enclosed | Yes Enclosed |
| | Certificate from PD in the following format | | |
| 7.2 | (i) It is certified that any other location of the Gas pipe line would be extremely difficult and unreasonable costly and the installation of Gas pipe line within ROW will not adversely affect the design, stability & traffic safety of the highway nor the likely future improvement such as widening of the carriageway, easing of curve etc." | Yes Enclosed | Yes Enclosed |
| | (ii) For 6-laning | | |
| | a) Where feasibility is available "I do certify that there will be no hindrance to proposed 6 laning based on the feasibility report considering proposed structures at he said location" | Not applicable | Not applicable |
| | b) In case feasibility report is not available "I do certify that sufficient RoW at site for accommodating proposed 6 laning" | | |
| 8 | If NH section to be proposed to be taken up by NHA/ on BOI basis a clause is to be inserted in the agreement. The permitted highway on which license has been granted the right to lay gas pipeline/ duct has also been granted as a right of way of to the Concessionaire under the concession agreement for upgrading of (..... Section from Km..... to | Yes inserted | Yes, inserted |



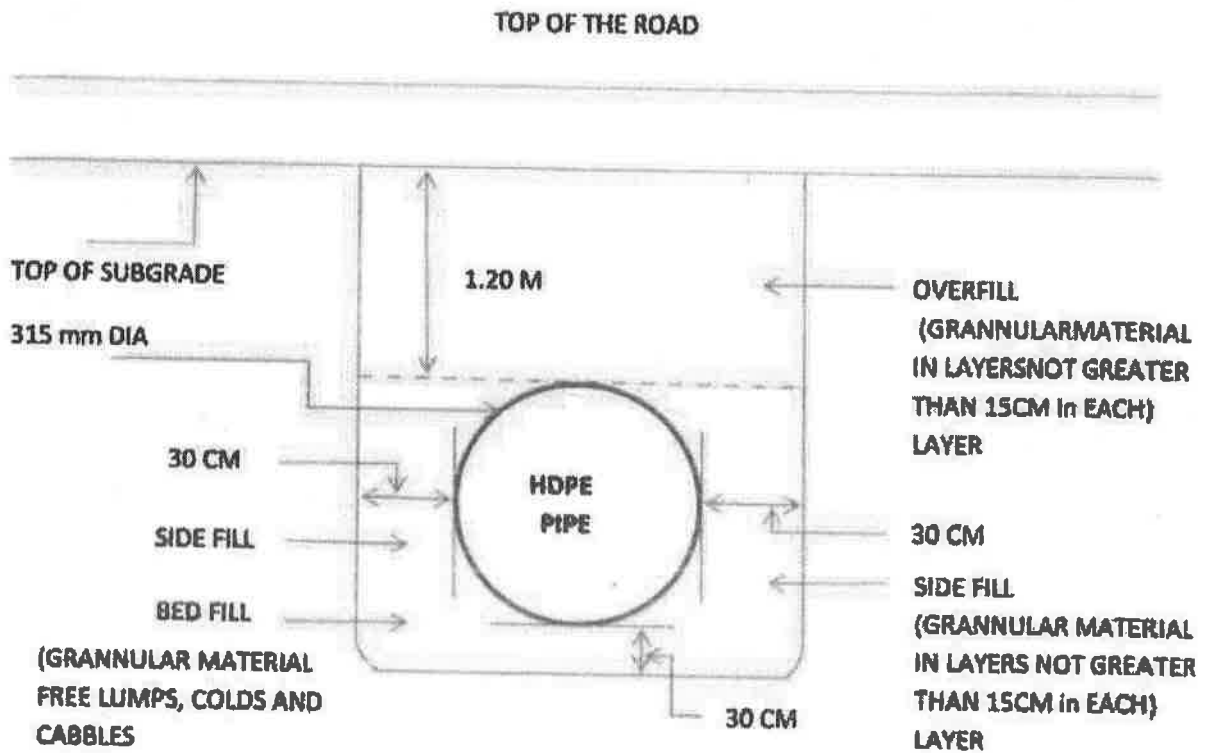
PROJECT DIRECTOR
NHA/ P.I.U. KADAPA.



| S. No. | Item | Information /Status | Remarks |
|--------|--|--|---|
| | Km..... of NH No..... on build. (Operate and transfer basis) and the license shall honour the same. | | |
| 9 | Who will supervise the work of laying of water pipeline | | |
| | a) On behalf of the applicant | Director, M/s SPY Agro Industries Ltd, Udumalpuram, Nandyal District | Director, M/s SPY Agro Industries Ltd, Udumalpuram, Nandyal District |
| | b) On behalf of MORTH/NHAI | PD, NHAI | PD, NHAI |
| 10 | Who will ensure that the defects in road portion after laying of gas pipeline are corrected and if not corrected then what action will be taken. | | |
| | a) On behalf of the applicant | Director, M/s SPY Agro Industries Ltd, Udumalpuram, Nandyal District | Director, M/s SPY Agro Industries Ltd, Udumalpuram, Nandyal District |
| | b) On behalf of NHAI | PD, NHAI | PD, NHAI |
| 11 | Who will pay the claims for damages done/ disruption in working of concessionaire if asked by the concessionaire | | |
| | On behalf of applicant | Director, M/s SPY Agro Industries Ltd, Udumalpuram, Nandyal District | Director, M/s SPY Agro Industries Ltd, Udumalpuram, Nandyal District |
| 12 | A certificate from PD that he will enter the proposed permission in the register of records of the permission in the prescribed proforma(copy enclosed) | Enclosed | Enclosed |
| 13 | If any previous approvals is accorded for laying of underground gas pipeline then photocopy of register of records/ permission accorded (as maintained by PD) be enclosed. | NA | NA |



PROJECT DIRECTOR
NHAI, P.I.U. KADAPA.



INSTALLATION OF HDPE PIPE FOR CROSSING THE ROAD

NOTE: Figure not fit for scale.



PROJECT DIRECTOR
NHAI, P.I.U. KADAPA.

Calculation of License Fee & Bank Guarantee

Proposal for Provisional Access Permission to lay water pipeline along Kadapa - Kumool section of NH-18 (New NH-40) from Km.291.400 to Km.296.650 RHS and Km. 296.650 to Km.296.750 LHS and one crossing at Km.296+650 for a length of 5.410 Km for providing water to M/s SPY Agro Industries Limited under NHAI, P.U.-Kadapa

| S.No | Name of the Village | Chainage (in Km) | | Length (in Mtrs) | Width (in Mtrs) | Utilized NH Land Area (in Sq. Mtrs) | Prevailing Circle rate of Land in Rs./Acre (As per Revenue Records) | Prevailing Circle rate of Land in Rs./Sq. Mtrs (Rate per Acre/4046.86) | Amount | Remarks |
|---|--------------------------|------------------|---------|------------------|-----------------|-------------------------------------|---|--|-----------|---------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7(5*6) | 8 | 9 | 10(7*9) | 11 |
| 1 | Udumalapuram - Balapanur | 291.400 | 296.750 | 5350 | 1.00 | 5350 | 1,600,000 | 395 | 2,113,250 | Along the Project Highway |
| 2 | Balapanur | 296.65 | | 60 | 1.00 | 60 | 1,600,000 | 395 | 23,700 | Across the Road |
| Total Amount in (Rs.) | | | | | | | | | | 2,136,950 |
| License Fee for Industrial utility shall be equal to utilized NH land area X Prevailing Circle Rate of Land per unit are X 10% per annum | | | | | | | | | | 213,695 |
| License Fee for 1st year | | | | | | | | | | 213,695 |
| License Fee for 2nd year | | | | | | | | | | 213,695 |
| License Fee for 3rd year | | | | | | | | | | 213,695 |
| License Fee for 4th year | | | | | | | | | | 213,695 |
| License Fee for 5th year | | | | | | | | | | 213,695 |
| Total License fees payable by M/s SPY Agro Industries for Laying Utility services (Water Pipe line) for Industrial utility as per MORT&H Circular No. RW/NH_33044/29/2015/S&R dated: 22-11-2016 & NH-36094/01/2022-S&R (P&B) (E-208825) dated: 24-04-2023 | | | | | | | | | | 1,068,475 |
| Performance Bank Guarantee Amount Calculation | | | | | | | | | | |
| Amount of Performance Bank Guarantee to be Submitted = Total No of Route Meter (315/6) (mm Dia/Width) Le., 5410m x Rs.250/- = Rs.13,52,500/- | | | | | | | | | | |
| Performance Bank Guarantee Amount Rs.13,52,500/- | | | | | | | | | | |

PROJECT DIRECTOR
NHAI, P.U. KADAPA.





Unit Rates Village Wise

NANDYAL

NANDYAL

UDUMALPURAM

Select

The rates during the year 2023

| S.N. | Location | Description of Work | Unit Rate Rs. per 20 cu | Effective Date (From To) |
|------|----------------------|--------------------------------|-------------------------|--------------------------|
| 1. | UDUMALPURAM | Land abutting NHSHZPP/MPP | 1,600,000 | 01/04/2023 |
| 2. | VENKATESWARAPURAM | Land abutting NHSHZPP/MPP | 1,600,000 | 01/04/2023 |
| 3. | UDUMALPURAM | House Sites | 7,744,000 | 01/04/2023 |
| 4. | UDUMALPURAM | Agricultural Land fit for H.S. | 3,146,000 | 01/04/2023 |
| 5. | NANDYAL MUNICIPALITY | House Sites | 0 | 01/04/2023 |
| S.N. | Location | Description of Work | Unit Rate Rs. per 20 cu | Effective Date (From To) |
| 7. | UDUMALPURAM | Wet Land double crop | 700,000 | 01/04/2023 |
| 8. | UDUMALPURAM | Coconut Garden | 700,000 | 01/04/2023 |
| 9. | VENKATESWARAPURAM | Coconut Garden | 700,000 | 01/04/2023 |
| 10. | VENKATESWARAPURAM | Wet Land double crop | 700,000 | 01/04/2023 |
| 11. | VENKATESWARAPURAM | Dry land | 700,000 | 01/04/2023 |
| 12. | VENKATESWARAPURAM | Agricultural Land fit for H.S. | 3,146,000 | 01/04/2023 |
| 13. | VENKATESWARAPURAM | House Sites | 7,744,000 | 01/04/2023 |

Note:

1 This is provisional information as per records maintained by registration department for the purpose of helping the registering public to estimate the stamp duty only. subject to change due to revision of market value once in a year OR adhoc due to anomalies.

2 For further details contact Sub Registrar office
NANDYAL.



PROJECT DIRECTOR
NHAI, P.I.U. KADAPA.



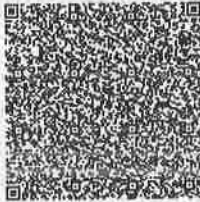
INDIA NON JUDICIAL

Government of Andhra Pradesh

IN-AP68366459518722W

e-Stamp

Certificate No. : IN-AP68366459518722W
Certificate Issued Date : 01-Mar-2024 12:46 PM
Account Reference : NEWIMPACC (SV)/ ap18018104/ AP-NDL/ AP-NYL/apvisdhai
DDO Code : 27002308001 O/o IG R
Unique Doc. Reference : SUBIN-APAP1801810426164263735977W
Purchased by : S SUJALA WIF OF S SREEDHAR REDDY
Description of Document : Article 7 Agreement
Property Description : AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : MS S P Y AGRO INDUSTRIES LTD
Second Party : Not Applicable
Paid By : MS S P Y AGRO INDUSTRIES LTD
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



Please write or type below this line

Enclosure to Ministry of Road Transport & Highways letter No. 33044/29/2015/S&R(R) dated 22.11.2016.

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

Agreement to lay ~~Telecom cable / OFC cable / electrical cable~~ / pipeline/ duets etc., from Km.291+400 to Km.296+650 (RHS) and from Km.296+650 to Km.296+750 (LHS) and one crossing at Km.296+650 with a total length of 5.410 kms in the State of Andhra Pradesh of Kadapa of NH-40 land.

This Agreement made this _____ day of _____ (month) _____ (year) between NHA acting in his executive capacity through (hereinafter referred to as the "Authority" which expression shall unless excluded by or repugnant to the context, include his successors in office and assigns) on the one part, and M/s. SPY Agro Industries Ltd., a company registered under the Companies Act, 1956 and having its Registered Office at (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 Authority is responsible, inter-alia, for development and maintenance of lands from Km.291+400 to Km.296+650 (RHS) and from Km.296+650 to Km.296+750 (LHS) and one crossing at Km.296+650 with a total length of 5.410 kms of NH No-40 ROW.

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Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.

Whereas the Licensee proposes to lay ~~Telecom cable / OFC cable / electrical cable / pipe line / ducts~~ etc. referred to as utility services in subsequent paras.

Whereas the Licensee has applied to the Authority for permission to lay utility services from Km.291+400 to Km.296+650 (RHS) and from Km.296+650 to Km.296+750 (LHS) and one crossing at Km.296+650 with a total length of 5.410 kms of NH-40 Road route Udumalpuram to Balapanur.

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

Now this agreement witnesseth that in consideration of the conditions hereinafter contained and on the part of the Licensee to be observed and performed, the Authority hereby grants to the Licensee permission to lay utility services as per the approved drawing attached hereto subject to the following conditions, namely.

1. RoW permissions are only enabling in nature. The purpose of extending the way leave facility on the National Highway RoW is not for enhancing the scope of activity of a utility service provider, either by content or by intent. Further, enforceability of the permission so granted shall be restricted only to the extent of provisions/scope of activities defined in the license agreement & for the purpose of which it is granted.
2. No Licensee shall claim exclusive right on the RoW and any subsequent user will be permitted to use the RoW, either above or below, or by the side of the utilities laid by the first user, subject to technical requirements being fulfilled. Decision of Authority in relation to fulfilment of technical requirements shall be final and binding on all concerned parties. In case any disruption/damage is caused to any existing user by the subsequent user, the Authority shall not be held accountable or liable in any manner.
3. The Licensee shall be responsible for undertaking all activities including, but not limited to site identification, survey, design, engineering, arranging finance, project management, obtaining regulatory approvals & necessary clearances, supply of equipment, material, construction, erection, testing and commissioning, maintenance and operation and all other activities essential or required for efficient functioning of their own utility/ industrial infrastructure facilities.
4. The Licensee shall pay license fees @ Rs...../sqm/month to the Authority. The License fee shall become payable from the date of handing over of RoW land to the Licensee, for laying of 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 license agreement. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @ 15% per annum compounded annually.



6. Present policy of the MoRT&H is to provide a 2.00 m wide utility corridor on either side of the extreme edge of RoW. In cases where utility ducts with sufficient space are already available along NH, the utility services shall be laid in such ducts subject to technical requirements being fulfilled.
7. The utility services shall be laid at the edge of the RoW. In case of restricted width of RoW, which may be adequate only to accommodate the carriageway, central verge, shoulders, slopes of embankment, drains, other road side furniture etc; the utility services shall be laid beyond the toe line of the embankments and clear of the drain.
8. The Licensee shall make his own arrangement for crossing of structure, rivers, etc; below the bed. In case, this is not feasible, the utility services may be carried outside the railings/parapets and the bridge superstructure. The fixing and supporting arrangement with all details shall be required to be approved in advance from the concerned Highway Administration. Additional cost on account of fixing and supporting arrangement as assessed by the Authority shall be payable by the Licensee.
9. In exceptional cases, where RoW is restricted the utility services can be allowed beneath the carriageway of service road, if available, subject to the condition that the utility services be laid in concrete ducts, which will be designed to carry traffic on top. The width of the duct shall not be less than one lane. In such cases, it also needs to ensure that maintenance of the utility services shall not interfere with the safe and smooth flow of traffic. The cost of operation and maintenance will have to be borne by the Licensee.
10. It is to be ensured that at no time there is interference with the drainage of the road land and maintenance of the National Highways. Towards this, the top of the utility services shall be at least 0.6 metre below the ground level. However, any structure above ground shall be aesthetically provided for / landscaped with required safety measures as directed by the concerned Authority;
11. The utility services shall be permitted to cross the National Highway either through structure or conduits specially built for that purpose. The casing / conduit pipe should, as minimum, extend from drain to drain in cuts and toe of slope to toe of slope in the fills and shall be designed in accordance with the provision of IRC and executed following the Specifications of the Ministry.
12. Existing drainage structures shall not be allowed to carry the lines across.
13. The top of the casing/conduit pipe containing the utility services to cross the road shall be at least 1.2m below the top of the sub grade or the existing ground level whichever is lower, subject to being at least 0.3m below the drain inverts. A typical sketch showing the clearances is given in Attachment-I.
14. The utility services shall cross the National Highway preferably on a line normal to it or as nearly so as practicable.



20. In case, the Performance Bank Guarantee is invoked as mentioned above, the Licensee shall be required to replenish and reinstate the required Performance Bank Guarantee within one month of such invoking. In case the work contemplated herein is not completed to the satisfaction of the Authority, which has granted the permission, within a period of 11 months from the date of issue of the Bank Guarantee, the Licensee shall either furnish a fresh guarantee or extend the guarantee for a further period of one year. Notwithstanding this, the licensee shall be liable to pay full compensation to the aggrieved Authority/its designated agency for any damage sustained by them by reason of the exercise of the RoW facility;
21. The Licensee shall shift the utility services within 90 days (or as specified by the respective Authority) from the date of issue of the notice by the concerned Authority to shift/ relocate the utility services, in case it is so required for the purpose of improvement /widening of the road/route/highway or construction flyover/bridge and restore the road/land to its original condition at its 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 underground installations/ utilities/ facilities before commencement of the excavation /using the existing cable ducts. The Licensee shall procure insurance from a reputed insurance company against damages to already existing underground installations /utilities / facilities. etc.
23. The Licensee shall be solely responsible/able to provide 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 claims by forfeiture of Bank Guarantee.
24. If the Licensee fails to comply with any condition to the satisfaction of the Authority, the same shall be executed by the Authority at the cost and risk of the Licensee.
25. Grant of License is subject to the Licensee satisfying (a) minimum disruption of traffic and (b) no damage to the highways. As far as possible, the Licensee should avoid cutting of the road for crossing highway, and other roads and try to carry out the work by trenchless technology. In case any damage is caused to the road pavement in this process, the Licensee will be required to restore the road to the Original condition at its cost. If due to unavoidable reasons the road needs to be cut 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 consultation with the Authority as per predetermined time schedule and quality standards. In case of the Licensee failing to discharge the making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee.

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26. The Licensee shall inform/give a notice to the concerned agency designated by the Authority at least 15 day in advance with route details prior to digging trenches, for fresh or maintenance /repair works. A separate performance Bank Guarantee for maintenance /repair works shall have to be furnished by the Licensee.
27. Each day, the extent of digging the trenches should be strictly regulated so that utility services is laid and trenches filled up before the close of the work that day. Filling should be completed to the satisfaction of the concerned agency designated by the Authority.
28. The licensee shall indemnify the concerned agency in co-ordination with Authority, against all damages and claims, if any due to the digging of trenches for laying cables/ducts.
29. The permission for laying utility services is granted maximum for 5 years at a time, which can thereafter be considered for renewal. On payment of additional fee at the time of renewal, the permission shall automatically be renewed, unless defaults exist. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @15% per annum compounded annually.
30. The permission shall be valid only for the period it is issued and fee deposited. However, the Authority also has a right to terminate the permission or to extend the period of Agreement.
31. That the Licensee shall not undertake any work of shifting, repairs or alteration to the utility services without prior written permission of the concerned agency in co-ordination with the Authority.
32. The permission granted shall not in any way be deemed to convey to the Licensee any ownership right or any interest in route/road/highway land /property, other than what is herein expressly granted. No use of NH RoW will be permitted any purpose other than that specified in the Agreement.
33. During the subsistence of this Agreement, the utility services located in highway land / property shall be deemed to have been constructed and continued only by the consent and permission of the Authority so that the right of the Licensee to the use thereof shall not become absolute and indefeasible by lapse of time.
34. The Licensee shall bear the Stamp Duty charged on this Agreement.
35. Three copies of "as laid drawings" of utilities (hard and soft copies) with geo-tagged photographs and geo-tagged video recordings of laying of cables in the trench (with respect to the NH) and after complete restoration shall be submitted to the Authority for verification and record within a month of completion of works.
36. The Licensee shall allow free access to the Site at representatives of Authority to inspect the Project Facilities and to investigate any matter within their Authority, and upon reasonable notice, shall provide reasonable necessary to carry out their respective duties and functions.



37. The utility services shall not be made operational by the Licensee unless a completion certificate to the effect that the utility services has been laid in with the approved specifications and drawings and the trenches have filled up to the satisfaction of the concerned agency in co-ordination with the Authority has been obtained. Notwithstanding anything contained herein, this Agreement may be cancelled at any time by Authority for breach of any condition of the same and the Licensee shall neither be entitled to any compensation for any loss caused to it by such cancellation nor shall it be absolved from any liability already incurred.
38. The Licensee shall ensure adherence to relevant Indian standards and follow best industry practices, methods and standards for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation, repair and maintenance of any part of the utility lines/industrial infrastructure facilities and which practices, methods and standards shall be adjusted as to take account of:
- operation, repair and maintenance guidelines given by the manufacturers,
 - the requirements of Law,
 - the physical conditions at the Site, and
 - The safety of operating personnel and human beings.
39. The Licensee shall have to provide safety measures like barricading, danger lighting and other necessary caution boards while executing the work.
40. While laying utility services, at least one lane of road shall be kept open to traffic all times. In case of single lane roads, a diversion shall be constructed. If any traffic diversion works are found necessary during the working period such diversion shall be provided at the cost of Licensee.
41. After the termination/expiry of the agreement, the Licensee shall remove the utility services within 90 days and the site shall be brought back to the original condition which the Licensee will lose the right to remove the utility services. However before taking up the work of removal of utility services the Licensee shall furnish a Bank guarantee to the Authority for a period of one year for an amount assessed by the authority as a security for making good the excavated trench by proper filling and compaction, clearing debris, loose earth produced due to excavation of trenching at least 50m away from the edge of the RoW.
42. Any disputes in interpretation of the terms and conditions of this Agreement their implementation shall be referred to the redress mechanism prevailing in the Ministry and the decision of the redress mechanism shall be final and binding on all.
43. For PPP Projects, in case of any financial loss incurred by the respective project concessionaires due to such laying/shifting of utility services by the Licensee, compensation for the same shall be required to be borne by the Licensee in mutual agreement with the respective project concessionaires. MoRT&H/NHAI/implementing authorities for the project shall not be liable to the concessionaire in any way in this regard.

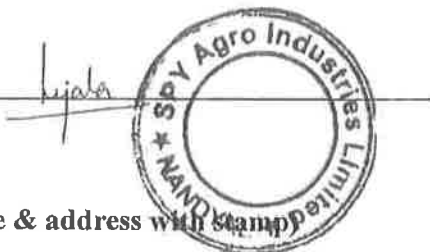


This agreement has been made in duplicate, each on a Stamp Paper, Each party to this Agreement has retained one stamped copy each.

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

SIGNED SEALED AND DELIVERED FOR AND ON BEHALF OF AUTHORITY.

BY SHRI



(Signature, name & address with stamp)

SIGNED ON BEHALF OF M/S. _____ (LICENSEE)

BY SHRI _____

(Signature, name & address with stamp)

HOLDER OF GENERAL POWER OF ATTORNEY DATED _____

EXECUTED IN ACCORDANCE WITH THE RESOLUTION NO. _____

DATED _____ PASSED BY THE BOARD OF DIRECTORS IN THE MEETING
HELD ON _____

IN THE PRESENCE OF (WITNESSES):

1.

Molam Reddy

2.



CIN No.: U01100TG2005PLC045887

S.P.Y. Agro Industries Limited

UNDERTAKING

We, Director, M/s SPY Agro Industries, Udumalpuram do hereby undertake in reference to our ROW application for Laying of 315/6kgf mm Dia HDPE pipeline along NH-40 from Km.291+400 to Km.296+650 (RHS) and Km.296+650 to Km.296+750 (LHS) with a total length of 5.410 kms in the State of Andhra Pradesh to providing Industrial Water Supply Project to M/s. SPY Agro Industries Ltd., Udumalpuram along NH-40 in the State of Andhra Pradesh.

We will relocate water pipe line/Utilities at our own cost notwithstanding the permission granted within such time as will be stipulated by NH for future 6 Laning or any other development.

Undertaking that text of the license dead is as per verbatim of MORTH format issued vide Ministry's circular number: RW-NH-33044/29/2015/S&R (R) dated: 22-11.2016.

M/s S.P.Y Agro Industries Ltd



Director



Regd.Office : D.No. 8-3-833, Plot No. 188, 1st Floor, Phase - II, Kamalapuri Colony, Hyderabad - 500 073. T.S. INDIA
E-mail: spyagroindustries@gmail.com

Works : Sy.No. 446, 449, 469, 518,516, New Industrial Estate, Udumalpuram, Nandyal, Kurnool, Andhara Pradesh - 518502. INDIA
Phone: +91 8514 222084, Fax: 08514-222082, E-mail: spyagro_nandigroup@yahoo.com

The herb is available at the following locations:

[illegible]

2. **Renewal of Bank Guarantee:** The Director, M/s. SPY Agro Industries Ltd, Udumalpuram, Nandyal District, Andhra Pradesh shall furnish a Bank Guarantee at 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 excavated trench for laying the pipe line by proper filling and compaction, clearing debris/loose earth produced due to execution of trenching at least 50m away from the edge of right of way. No payment shall be payable by NHAI to M/S. SPY Agro Industries Ltd., department for clearing debris/loose earth. In case the work contemplated here with 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 Bank Guarantee, the M/s. SPY Agro Industries Ltd., shall either furnish a fresh Guarantee or Extended guarantee for a period of one year. In case of the M/s. SPY Agro Industries Ltd., failing to discharge the obligation of making good the excavated trench, the NHAI shall have a right to make good the damages caused by excavation, at the cost of the M/s. SPY Agro Industries Ltd., and recover the amount by invoking the Bank Guarantee furnished by the M/s. SPY Agro Industries Ltd.,.

3. **Confirming all standard conditions of MORTH:**

- A. The period of validity of way permission shall be co-terminus with the validity of license **given by the Director, M/s. SPY Agro Industries Ltd.**
- B. The pipe line shall be laid at the edge of the right of way within 2 meters utility corridors.
- C. The top of the conduit pipe shall be at least 1.20 m below the surface of the road subject to being at least 0.3m below the drain inverts.
- D. The licensee has to cross the NHAI by horizontal drilling method (trenchless technology only) In case any damage is caused to the road in this processes, **M/s. SPY Agro Industries Ltd.,** will be required to restore the same to the original condition at his own cost.
- E. Existing CD works shall not be allowed for laying the pipeline and shall be caused by HDD method only.
- F. No trenching will be done on the link road, boring method will be used in link road and pipe line will be laid at the extreme edge of the road in the non-BT surface only.
- G. The licensee shall inform/give a notice to NHAI or its authorized agency at least 15 days in advance with route details prior to digging trenches for fresh or maintenance/repair work. A separate work plan and a separate performance bank Guarantee 100/- per meter length for maintenance/repair work shall have to be furnished by the **M/s. SPY Agro Industries Ltd.**
- H. Each day, the extent of digging the trenches should be strictly regulated so that pipeline is laid and trenches filled up before the close of the work that day. Filling should be completed to the satisfaction of the concerned agency designated by the NHAI.
- I. The licensee shall indemnify the concerned agency in co-ordination with NHAI against all damages and claims, if any, due to the digging of trenches for laying cables/ducts.
- J. NHAI has a right to terminate the permission or to extend the period of agreement. In case **M/s. SPY Agro Industries** wants shifting, repairs or alteration to pipeline, telecom cables/ducts, he will have to furnish a separate bank guarantee.

