



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, माटुतावनी, मदुरै-625 107  
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 ई-मेल / E-mail : romadurai@nhai.org



NHAI/15018/3.7/02/2023/RO Madurai/E:214433/1318

28<sup>th</sup> July, 2023

**INVITATION OF PUBLIC COMMENTS**

**विषय:** भाराराप्रा - क्षे.का. मदुरै- पकाई, तूतीकोरिन - Four laning of Madurai - Tuticorin 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.249+200 to Km.249+400 LHS and across the road at Km.249+400 of NH-38 by M/s. Green Infra Wind Energy Ltd Submission of Proposal-Approval Requested- Invitation of Public Comments - Reg.

**प्रसंग:** PD, Tuticorin Lr.No-11015/17/NH-38/EB/2023/826 dated 20.07.2023.

The proposal received from PD, Tuticorin vide Lr. No- 11015/17/NH-38/EB/2023 dated 20.07.2023 there by requesting Permission for Erection of 33KV AC Overhead Transmission line from Km.249+200 to Km.249+400 (LHS) and across the road at Km.249+400 on Madurai - Tuticorin section of NH 45B as per proposal submitted by M/s. Green Infra Wind Energy Ltd.

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

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

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

*महेन्द्र मीना*  
28/07/23

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

**संलग्न:** As above

**प्रतिलिपि:**

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



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

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

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

नं : 2/273, पहला तल, पी.एस.पी.नगर, दूसरा स्ट्रीट, कोरम्पल्लम, तूतिकुडि - 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 : piututynhai@gmail.com  
tuticorin@nhai.org

11015/17/NH-38/EB/2023/826

20.07.2023

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-Four laning of Madurai - 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.249+200 to Km.249+400 LHS and across the road at Km.249+400 of NH-38 by M/s. Green Infra Wind Energy Ltd Submission of Proposal-Approval Requested -Reg.**

**Ref:** M/s.Green Infra Wind Energy Ltd, Haryana Letter No. Nil Dated: 05.07.2023.  
**Sir,**

Vide reference cited above, the proposal has been received from the Authorized Signatory, M/s. Green Infra Wind Energy Ltd, Haryana regarding permission for erection of 33KV overhead electrical line from Km.249+200 to Km.249+400 LHS and across the road at Km.249+400 of Madurai-Tuticorin section of NH-45B (New NH-38) in the state of Tamilnadu.

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

- The four laning work in the above stretch of Madurai - Tuticorin Section of NH-45B was completed from Km.138.800 to Km.266.865 in the year 2011.
- The erection of 33 KV power supply line from km.249+200 to Km.249+400 LHS and crossing at Km.249+400 of Madurai-Tuticorin section of NH-45B (New NH-38) submitted by M/s. Green Infra Wind Energy Ltd, Haryana has mentioned that the Electric pole shall be erected on Overhead line only.
- The proposal location for the 33 KV OHL Electric pole starts along the road from km.249+200 to Km.249+400 LHS and crossing at Km.249+400 of NH-38.
- The proposed erection of electrical pole is 29.5 m from LHS of the road.
- The vertical clearance proposed from F.R.L is 15m for the electric pole.
- 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 at 29.50m.
- The work shall be carried out as per the proposal submitted by the applicant.
- 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.

*[Signature]*

**Corporate Office:**

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

**Regional Office:**

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

## National Highways Authority of India

- (ix) While carrying out the works, all the safety precautions should be taken without affecting the existing traffic, other existing utilities and construction works.
  - (X) If further expansion of road works that may be taken up in 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.
  - (xi) The applicant should inform NHAI before starting of erection work and at the time of work.
  - (xii) The bank guarantee and licence deed shall be obtained from the applicant at the time of execution of agreement.
  - (xiii) There shall be no fouling of any EB line.
  - (xiv) The EB line should be either above or below the existing EB line
  - (xv) The Authorized Signatory of M/s. Green Infra Wind Energy Ltd, Haryana has submitted undertaking to shift/ remove this 33 KV Overhead line as and when required by NHAI at the cost of M/s. Green Infra Wind Energy Ltd, Haryana.
  - (xvi) The Authorized Signatory of M/s. Green Infra Wind Energy Ltd, Haryana has given undertaking to agree to pay the necessary rent for use of National Highways 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.
- Restoration Charges 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.

**Restoration Charges for erection of 33 KV Overhead line is proposed along NH-45B from Km.249+200 to Km.249+400 LHS of Madurai – Tuticorin Section of NH-45B.**

Restoration Charges @Rs.100/- per Running meter (265 * Rs.100/-)	Rs.26,500/-
Restoration Charges @Rs.1,00,000/- per Crossing	Rs.1,00,000/-
<b>Total</b>	<b>Rs.1,26,500/-</b>

### Licence Fee

LICENSE FEES FOR PRIVATE UTILITY (EB Line)									
Utilized NH Land Area X Prevailing Circle Rate of Land Per Unit Area X 10% per annum									
SN	Village Name	Chainage in Km.		Side	Length (L) in Meters	Dia of The Pipe (D) in Meters/ width of land affected	Utilized NH land Area (D x L) (Sq.m)	Prevailing Circle rate of land per unit area (Sq.m) (Rs.)	License Fee per year (private utility) (Rs.)
		From	To						
<b>A. Area Occupied along the road</b>									
1	Valasamuthiram	249+200	249+400	LHS	200	1.20	240	300	7200
<b>B. Area Occupied across the road</b>									
2	Valasamuthiram	249+400	249+400	BHS	65	3.00	195	300	5850
<b>Total license fee per year</b>									<b>13050</b>

**For 5 years = 65,250/-**



## National Highways Authority of India

The Proposal of M/s. Green Infra Wind Energy Ltd for erection overhead electrical 33 KV power supply line from Km.249+200 to Km.249+400 LHS and across the road at Km.249+400 of Madurai-Tuticorin section of NH-45B (New NH-38) has been examined by this office and found in order w.r.t the provision of MoRTH Guidelines dated 22.11.2016. Therefore recommended herewith for kind approval.

**With regards,**

**Enclosure:** 2 No's of Proposals.



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

**Green Infra Wind Energy Limited**

CIN: U23200HR2005PLC078211

Regd. Office: 5th Floor, Tower C, Building No. 8,  
DLF Cybercity, Gurugram 122 002, Haryana, India  
Tel (91) 124 3896700, Fax (91) 124 3896710[sgil.complianceofficer@sembcorp.com](mailto:sgil.complianceofficer@sembcorp.com)[www.sembcorpenergyindia.com/GIWEL](http://www.sembcorpenergyindia.com/GIWEL)

Date: 05.07.2023

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 33KV Transmission line 110/33KV GIWEL Pooling Substation Tied up with 400/230-110KV TANTRANSCO Ottapidaram Substation-Proposal for Erection of Overhead Electrical Line from km 249/200 to 249/400 LHS and Line Crossing at 249/400 of Madurai-Tuticorin Section of NH-45B in the state of Tamilnadu – Reg

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With reference to the above, we herewith submitted the Proposal for Overhead EB line of NH-38 OF Madurai-Tuticorin section Near Valasamudram Village is enclosed herewith. It is requested necessary approval may kindly be accorded for Erection of Overhead line from km 249/200 to 249/400 LHS and line crossing at 249/400 in Madurai-Tuticorin Section of NH-45B in the state of Tamilnadu.

Thanking You

Yours Sincerely,

Green Infra Wind Energy Limited

Authorized Signatory

Encl: Proposal 6 sets



Arrange for the site  
visit and open the  
new file  
Smt  
06/07/23

06/07/23



**PERMISSION FOR OVER HEAD**  
**ELECTRIC POLE ERECTION AND TOWER**  
**LINE CROSSING FOR 33KV 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  
GREEN INFRA WIND ENERGY LIMITED  
5<sup>TH</sup> FLOOR TOWER C BUILDING NO 8  
CLF CYBERCITY GURUGRAM  
HARYANA-122002

Authority:

THE PROJECT DIRECTOR  
NATIONAL HIGHWAYS AUTHORITY OF INDIA  
TUTICORIN

## CHECK LIST

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

Permission for 33 KV Overhead electric pole erection from km 249/200 to 249/400 LHS and Tower line Crossing at Km 249/400 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, Green infra wind energy limited Dlf Cyber City, Gurugram, Haryana-122002	
1.2	National Highway Number	NH-45B (New No. NH38)	
1.3	State	Tamilnadu	
1.4	Location	Madurai-Tuticorin Section Of NH-45B	
1.5	Chainage In km	From Km 249/200 to 249/400 and Crossing at Km 249/400	

**For GREEN INFRA WIND ENERGY LTD**

*M. S. D.*  
Authorized Signatory

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

1.6	Length in Meters	60 M	
1.7	Width in available ROW		
	(a) Left side from center line towards increasing chainage/km Direction	30M	
	(b) Right side from center line towards increasing chainage/km Direction.	30M	
1.8	Proposal to erection of EB Line		
	(a) Left side from center line towards increasing chainage/km Direction	Out Side of ROW	
	(b) Right side from center line towards increasing chainage/km Direction	Out Side of ROW	
1.9	Proposal to acquire land		
	(a) Left side from center Line	Nil	
	(b) Right side from center Line	Nil	
1.10	Whether proposal is in the same side where land is not be acquire, If not then where to lay the underground pipeline.	LA Completed	
1.11	Details of already laid services, if any along the proposed route	NA	
1.12	Number of lanes (2/4/6 lanes) Existing	4 Lanes	
1.13	Proposed Number of lanes ( 2 lane with paved shoulders/4/6/8 lanes	6/8 Lanes	
1.14	Service road Existing or not	No	
	If yes then which side		
	(a) Left side from center Line	Nil	
	(b) Right side from center Line	Nil	
1.15	Proposed Service Road		
	(a) Left side from center Line	NA	
	(b) Right side from center Line	NA	
1.16	Whether proposal to erection of overhead line is after the service road or between the service road and main carriage way.	Outside of NHAI Row	
1.17	The permission for erection of overhead line shall be considered for approval/rejection based on Ministry Circular mentioned as above. (a) Carrying of Sewage /gas pipelines in highway bridges shall not be	NA	

For GREEN INFRA WIND ENERGY LTD

M. 8 2 9.  
Authorised Signatory

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

	<p>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)		
	<p>(a) Should not be greater than 60cm in wider that the outer diameter of the pipe.</p> <p>(b) Located as close to the extreme edge of the right of way as possible but not less than 15</p>	NA	

For GREEN INFRA WIND ENERGY LTD

M. S. D.  
Authorised Signatory

S. Raut  
Y.A. RAUT  
Project Director  
NHAI, PIU - T. H.

	<p>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.	33kv OH for providing uninterrupted power supply.- Construction of 33KV 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 obtained @ Rs 100/- per meter length	Applicable at later date	
4.2	Confirmation of BG gas been obtained as per NHAH guidelines	To be obtained at the time of execution of Agreement.	

For GREEN INFRA WIND ENERGY LTD

  
Authorised Signatory

  
Y.A. RAUT  
Project Director  
NHAI

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	
5.12	Certificate from the applicant in the following format (a) Laying of overhead electrical line will not have any deleterious	Yes	

For GREEN INFRA WIND ENERGY LTD

M. S. S.  
Authorised Signatory

  
Y.A. RAUT  
Project Director

	effects on any of the bridge components and road way safety for traffic (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."		
6	Who will sign the agreement on behalf TANGEDCO or Private agency	The Authorized Signatory, Green infra wind energy limited Dlf Cyber City, Gurugram, Haryana-122002	
7	Certificate from the Project Director		
7.1	Certificate for confirming of all standard condition issued vide Ministry circular No.RE/NH-33044/17/2000-S&R dated 29.09.2000 and NHAI,s guidelines issued vide no. NHAI/OEC/2K/VOL II dated 7.11.2000 NAD Ministry Circular No RW/NH-33044/27/2005-S&R ® (pt) dated 06.08.2013 and Ministry Circular No. RW/NH-33044/27/2005-S &R ® dated 22.11.2016	Yes	
7.2	Certificate for 6-laning from PD in the following format	Yes	
	(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". (b) In case feasibility report is not available "I do certify that sufficient ROW is available at site for accommodating proposed	Yes	

For GREEN INFRA WIND ENERGY LTD

  
M. S. R.  
Authorised Signatory

  
Y.A. RAUT  
Project Director  
NHAI PIL - Tuticorin

	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, Green infra wind energy limited Dlf Cyber City, Gurugram, Haryana- 122002 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 Enclosed) issued vide ministry circular No. RW/NH/33044/17/2000/S&R R dated 23.07.2003 & 06.08.2013 and	Yes	

For GREEN INFRA WIND ENERGY LTD

  
M. S. D.  
Authorised Signatory

  
Y.A. RAUT  
Project Director  
NHAI, P.W.D. Tuticorin

	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	

**For GREEN INFRA WIND ENERGY LTD**

  
**Authorised Signatory**

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

**Proposed for erection of 33KV Overhead Electrical Line From Km  
249/200 to 249/400 LHS and Crossing at Km249/400 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 249/200 to 249/400 lhs and Crossing at KM 249/400
C	Whether the applicant is private agency of Govt. Agency	Private Agency
D	Any time schedule fixed for the completion of the proposal made	Three months From the In principle Approval
E	Whether any other location other that this difficult or costly	NA

**For GREEN INFRA WIND ENERGY LTD**

  
M. S. D.  
Authorised Signatory

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

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

**For GREEN INFRA WIND ENERGY LTD**

  
**Authorised Signatory**

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



தமிழ்நாடு தமிலநாடு TAMIL NADU

Green Infra Wind Energy Ltd.

30AC 015997

ச. சண்முகவேல் (S.V)

L.No: 8/1997, ஒப்பீட்டாள்

தேதி: 04.7.2023

குறியை: 20

### INDEMNITY BOND

Name of the work: Madurai – Tuticorin section – Erection of 33 KV Over Head Electric Pole From km 249/200 to 249/400 LHS and Line Crossing at Km 249/400 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, Green Infra Wind Energy Limited, 5<sup>th</sup> Floor, Tower C Building No.8, DLF Cyber City, Gurugram, Haryana-122002 do here by indemnity the Project Director, NHAI, PIU, Tuticorin binding ourselves to pay all the losses and claims in respect of laying and Erection of 33 KV Over Head Electric pole from Km 249/200 to 249/400 and line Crossing at km 249/400 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,

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

**The Authorized Signatory, Green Infra Wind Energy Limited, 5th Floor, Tower C Building No.8, DLF Cyber City, Gurugram, Haryana-122002.**

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),

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

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

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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 at its cost either by itself or through its authorized representative in consultation with the authority as per

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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

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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

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தமிழ்நாடு தமில்நாடு TAMILNADU

Green Infra wind Energy Ltd

DB 100119

R. சிவசுந்தரன்  
R. சிவசுந்தரன்  
பிரதமன் எண்: 3 / 98  
கோவிலம்பட்டி.

04.17.2023

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

Agreement to Erection of 33KV Over Head Electrical pole from 249/200 to 249/400 LHS and Line Crossing at Km 249/400 in Madurai – Tuticorin section of NH-45B in the State of Tamil Nadu.

This Agreement made this \_\_\_\_\_ days of \_\_\_\_\_ (month) of \_\_\_\_\_ (year) between \_\_\_\_\_ acting in his executive capacity through \_\_\_\_\_ (hereinafter referred to as the "Authority" which expression shall unless excluded by or repugnant to the context, include his successes in office and assigns) on the part, and The Authorized Signatory, Gurygram Tamil Nadu State (hereinafter called the "Licensee") which expression shall unless excluded by

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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 National Highway of 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 from 249/200 to 249/400 LHS and Line Crossing at Km 249/400 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 in the licensee agreement: & for the purpose for which it is granted.
2. No Licensee shall claim exclusive right on the ROW and any subsequent user will be permitted to use the ROW, either above or below or by the utilities laid by the first user, subject to technical requirements being fulfilled. Decision of the Authority in relation to fulfillment of technical requirement shall be final and binding on all concerned parties, In case any disruption/damage is caused to any existing user by the subsequent use, the Authority shall not be accountable or liable in any manner.

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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 clearness, supply of equipment material, construction, erection, testing and commissioning. Maintenance and operation and all other activities essential for required for efficient functioning or their own utility/industrial infrastructure facilities.
4. The Licensee shall pay licensee fees @Rs...../Sq m/ month to the Authority. The Licensee fee become payable from the date of handing over of ROW land in the Licensee for laying of overhead electrical line/ utilities/cables/conduits/pipelines for infrastructure/service Provider. As regards Tariff and Terms and conditions for providing common utility ducts along National Highways, there shall be a separate agreement regime.
5. Fee shall have to be paid in advance for the period for which permission is granted for entering into a licensee agreement. In case of removal, rate prevailing at the time of removal shall be charged. Delay in deposition of fee shall attract interest @ 15% per annum compounded annually.
6. Present policy of the MoRTH is to provide a 2.00m wide utility corridor on either side of the extreme edge of ROW. In cases where utility ducts with sufficient space are already available along NH, the utility services shall be laid in such ducts subject to technical requirements being fulfilled.
7. The utility services shall be laid at the edge of the ROW. In case of restricted width of ROW, which may be adequate only to accommodate the carriageway, central verge, shoulders, slopes of embankment drains, other

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

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

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

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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 ground in terms of filling/ unsatisfactory compaction damages caused to other underground in terms of filling/ unsatisfactory compaction damages caused to other underground insulation/ utility services & interference, interruption, disruption or failure caused there of any services etc. In case of the Licensee failing in discharge the obligation of making good of the excavated trench/ other restoration work, the Authority shall have a right to make good the damages caused by excavation at the cost the licensee and recover the amount by forfeiture of the Bank Guarantee.

20. In case the Performance Bank Guarantee is invoked as mentioned above, the Licensee shall be required to replenish and reinstate the required the performance Bank Guarantee within one month of such invoking. In case the work contemplated herein is not completed in the satisfaction of the Authority, which has granted the permission within a period of 11 months from the date of issue of the Bank Guarantee, the Licensee shall either furnish a fresh guarantee or extend the guarantee for a further period of one year. Not with standing this, the Licensee shall be liable to pay full compensation to the aggrieved Authority/its designated agency for any damage sustained by them by reason of the exercise the ROW facility.

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

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

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.

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

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

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

**For GREEN INFRA WIND ENERGY LTD**



**Authorised Signatory**

SIGNED ON  
THE AUTHORIZED SIGNATORY  
GREEN INFRA WIND ENERGY LIMITED  
DLF CYBERITY, GURUGRAM  
HARAYANA-122002

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

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

1.

2.



தமிழ்நாடு தமில்நாடு TAMILNADU

Green Infra Wind Energy Limited.

DB 100067

R. சிவசுந்தரி  
R. சிவசுந்தரி  
புதுச்சேரி மாவட்டம்  
விடுதலைவாணி  
புதிதில் எண்: 3 / 96  
கோவில்பட்டி.

01.07.2023

### UNDERTAKING

We The Authorized Signatory, Green Infra Wind Energy Limited, 5<sup>th</sup> Floor, Tower C Building No.8, DLF Cyber City, Gurugram, Haryana-122002 to Erection of overhead Electrical Pole From Km 249/200 to 249/400 and Line Crossing at Km 249/400 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, Green Infra Wind Energy Limited, 5<sup>th</sup> Floor, Tower C Building No.8,

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DLF Cyber City, Gurugram, Haryana-122002 shall be responsible to ascertain from the respective agency in coordination with NHAI. The Authorized Signatory, Green Infra Wind Energy Limited, 5<sup>th</sup> Floor, Tower C Building No.8, DLF Cyber City, Gurugram, Haryana-122002 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 Green Infra Wind Energy Limited, 5<sup>th</sup> Floor, Tower C Building No.8, DLF Cyber City, Gurugram, Haryana-122002 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, Green Infra Wind Energy Limited, 5<sup>th</sup> Floor, Tower C Building No.8, DLF Cyber City, Gurugram, Haryana-122002 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, Green Infra Wind Energy Limited, 5<sup>th</sup> Floor, Tower C Building No.8, DLF Cyber City, Gurugram, Haryana-122002 shall either furnish a fresh guarantee or extend the guarantee for a further period of one year. In case of The Authorized Signatory Green Infra Wind Energy Limited, 5<sup>th</sup> Floor, Tower C Building No.8, DLF Cyber City, Gurugram, Haryana-122002 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, Green Infra Wind Energy Limited, 5<sup>th</sup> Floor, Tower C Building No.8, DLF Cyber City, Gurugram, Haryana-122002

### 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, Green Infra Wind Energy Limited, 5<sup>th</sup> Floor, Tower C Building No.8, DLF Cyber City, Gurugram, Haryana-122002
- iii. The NHAI has a right to terminate the permission or to extend the period of agreement. In case The Authorized Signatory, Green Infra Wind Energy Limited, 5<sup>th</sup> Floor, Tower C Building No.8, DLF Cyber City, Gurugram, Haryana-122002 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 Green Infra Wind Energy Limited, 5<sup>th</sup> Floor, Tower C Building No.8, DLF Cyber City, Gurugram, Haryana-122002 any ownership right or any interest in route/road/highway/land/property, other than what is herein expressly granted.
- vi. During the subsistence of this agreement, the laying overhead lines /ducts located in highway land / property shall be

deemed to have been constructed and continued only by the consent and permission of the NHAI so that the right The Authorized Signatory, Green Infra Wind Energy Limited, 5<sup>th</sup> Floor, Tower C Building No.8, DLF Cyber City, Gurugram, Haryana-122002 to the use thereof shall not become absolute and indefeasible by laps of time.

vii. The Authorized Signatory, Green Infra Wind Energy Limited, 5<sup>th</sup> Floor, Tower C Building No.8, DLF Cyber City, Gurugram, Haryana-122002 shall bear the stamp duly charged for the agreement.

viii. The overhead lines shall not be brought in to use by The Authorized Signatory, Green Infra Wind Energy Limited, 5<sup>th</sup> Floor, Tower C Building No.8, DLF Cyber City, Gurugram, Haryana-122002 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 Green Infra Wind Energy Limited, 5<sup>th</sup> Floor, Tower C Building No.8, DLF Cyber City, Gurugram, Haryana-122002 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

**For GREEN INFRA WIND ENERGY LTD**

  
**Authorised Signatory**

emergent work, The Authorized Signatory, Green Infra Wind Energy Limited, 5<sup>th</sup> Floor, Tower C Building No.8, DLF Cyber City, Gurugram, Haryana-122002 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 Green Infra Wind Energy Limited, 5<sup>th</sup> Floor, Tower C Building No.8, DLF Cyber City, Gurugram, and Haryana-122002 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 Green Infra Wind Energy Limited, 5<sup>th</sup> Floor, Tower C Building No.8, DLF Cyber City, Gurugram, Haryana-122002.
5. **Shifting of OHL as and when required by NHAI:** The Authorized Green Infra Wind Energy Limited, 5<sup>th</sup> Floor, Tower C Building No.8, DLF Cyber City, Gurugram, Haryana-122002 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

**For GREEN INFRA WIND ENERGY LTD**

  
**Authorised Signatory**

6. **Shifting due to 4 lining/widening of NH:** After the termination/expiry of the agreement, The Authorized Signatory, Green Infra Wind Energy Limited, 5<sup>th</sup> Floor, Tower C Building No.8, DLF Cyber City, Gurugram, Haryana-122002 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 Green Infra Wind Energy Limited, 5<sup>th</sup> Floor, Tower C Building No.8, DLF Cyber City, Gurugram, Haryana-122002 will lose the right to remove the overhead electrical lines. However before taking up the work of removal of overhead lines The Authorized Signatory, Green Infra Wind Energy Limited, 5<sup>th</sup> Floor, Tower C Building No.8, DLF Cyber City, Gurugram, Haryana-122002 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, Green Infra Wind Energy Limited, 5<sup>th</sup> Floor, Tower C Building No.8, DLF Cyber City, Gurugram, Haryana-122002

**For GREEN INFRA WIND ENERGY LTD**

M. S. D.  
Authorised Signatory

8. **If any claim is raised by the concessionaire then the same has to be paid by the applicant:** The Authorized Signatory, Green Infra Wind Energy Limited, 5<sup>th</sup> Floor, Tower C Building No.8, DLF Cyber City, Gurugram, Haryana-122002 Executive shall be solely responsible/liable for full compensation/indemnification of concerned agency/aggrieved owner for any direct, indirect or consequential damage caused to them/claims or replacement sought for, at the cost and risk of The Authorized Signatory Green Infra Wind Energy Limited, 5<sup>th</sup> Floor, Tower C Building No.8, DLF Cyber City, Gurugram, Haryana-122002 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 Green Infra Wind Energy Limited, 5<sup>th</sup> Floor, Tower C Building No.8, DLF Cyber City, Gurugram, Haryana-122002 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, Green Infra Wind Energy Limited, 5<sup>th</sup> Floor, Tower C Building No.8, DLF Cyber City, Gurugram, Haryana-122002 The Authorized Signatory, Green Infra Wind Energy Limited, 5<sup>th</sup> Floor, Tower C Building No.8, DLF Cyber City, Gurugram, Haryana-122002 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, Green Infra Wind Energy Limited, 5<sup>th</sup> Floor, Tower C Building No.8, DLF Cyber City, Gurugram, Haryana-122002 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, Green Infra Wind Energy Limited, 5<sup>th</sup> Floor, Tower C Building No.8, DLF Cyber City, Gurugram, Haryana-122002 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, Green Infra Wind Energy Limited, 5<sup>th</sup> Floor, Tower C Building No.8, DLF Cyber City, Gurugram, Haryana-122002 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 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, Green Infra Wind Energy Limited, 5<sup>th</sup> Floor, Tower C Building No.8, DLF Cyber City, Gurugram, Haryana-122002 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.

23. We The Authorized Signatory Green Infra Wind Energy Limited, 5<sup>th</sup> Floor, Tower C Building No.8, DLF Cyber City, Gurugram, Haryana-122002 hereby undertakes that crossings of all cross roads at grade separators, at grade junctions and wherever required and in the buildup areas as per the instructions of NHAI officials.

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

For The Authorized Signatory Green Infra Wind Energy Limited, 5<sup>th</sup> Floor, Tower C Building No.8, DLF Cyber City, Gurugram, Haryana-122002

**For GREEN INFRA WIND ENERGY LTD**

  
**Authorised Signatory**



Green Infra Wind Energy Limited

CIN: U23200HR2005PLC078211

Regd. Office: 5th Floor, Tower C, Building No. 8,  
DLF Cybercity, Gurugram - 122 002, Haryana, India  
Tel (91) 124 3896700, Fax (91) 124 3896710

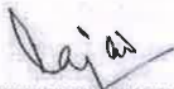
[sgil.complianceofficer@sembcorp.com](mailto:sgil.complianceofficer@sembcorp.com)

[www.sembcorpenergyindia.com/GIWEL](http://www.sembcorpenergyindia.com/GIWEL)

**TO WHOMSOEVER IT MAY CONCERN**

I, Ankur Rajan, Authorised Person, Green Infra Wind Energy Limited (Company), in exercise of the power given to me vide Board Resolution dated 10th November 2022, do hereby authorize **Mr Jyoti Ranjan Nanda, Mr Shanmugham M., Mr Zafar Khan and Mr. Pushkal Patidar** on behalf of the Company, to do the following in connection with various approvals in the State of Tamil Nadu for Renewable Power Projects of the Company:

- To prepare, finalize, execute, sign and submit certificates, declarations, agreements, bonds, deeds, deposits, fees, documents, undertakings, as may be required and to deal with and represent the Company before Tamil Nadu Electricity Board ("TNEB"), Tamil Nadu Transmission Corporation Limited ("TANTRANSCO"), Chief Electrical Inspector to the Government ("CEIG") and Energy Department and / or any other agency in respect of obtaining the approval related to drawings and/or other construction stage approvals and /or other related approvals for setting up Wind and/or Solar Power Project(s) in the State of Tamil Nadu.
- To execute for and on behalf of the Company all other Project related documents including applications, affidavits, bonds, deeds, contracts, agreements, documents, covenants, plaints, complaints, memorandums, forms, undertakings and writings etc.
- To do all such acts, deeds and things as may be required or considered necessary or incidental thereto in matters aforesaid.

  
ANKUR RAJAN  
Authorised Person  
Green Infra Wind Energy Limited



Date: 17th November, 2022

**For GREEN INFRA WIND ENERGY LTD**

  
Authorised Signatory



பதிவுத்துறை  
REGISTRATION DEPARTMENT



For  
Complaints  
and  
Clarifications,  
please  
contact:  
9498452110 /  
9498452120 /  
9498452130  
(Monday to  
Friday 10 AM to  
5.45 PM,  
excluding  
Government  
holidays)

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



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[More](#)

User Registration

Marriage Registration

### Guideline Search

#### Search Criteria :

Zone:	THIRUNELVELI	Sub	OTTAPIDARAM
Guideline	SINTHALAKATTAI	Registrar	
Village:		Office:	
Revenue	THOOTHUKKUDI	Revenue	SINDALAKATTAI
District:		Village:	
Street/Survey	264	Revenue	OTTAPIDARAM
Number:		Taluka:	

One item found.

1

Sr.No.	Survey/Subdivision No.	Guideline Value (□) (British Value)	Guideline Value (□) (Metric Value)	Land Classification	Effective Start Date	G.O.Download
1	264	-	-	Govt. Others	-	-

[Back](#)

Online Services

For GREEN INFRA WIND ENERGY LTD

<https://tnreginet.gov.in/portal/webHP?requestType=ApplicationRH&actionVal=homePage&screenId=114&UserLocaleID=en&csrf=ed8ff27b-df22-42be...> 1/3

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Encumbrance Certificate

### Search

Stamp Vendor

Search/View EC

Society

Chit Funds

Marriage

Birth and Death

Firm

### Duty and Fees

Duty and Fees

### Reference

Citizen Charter

Tell me How

User Manual

### Download

Utility Forms

Circulars

Latha Font

Typewriter Interface Tool

Typewriter Interface Manual

Rupee Symbol

Cyber Security Awareness

Safe and Ethical AI

TamilNadu Blockchain Policy

Cyber Security Policy

### External Links

National Portal

Cyber Resilience

Cyber Security Incident Reporting

Electronic/Digital Signature facility

### Legal Information

Terms & Conditions

Privacy Policy

Hyper Linking Policy

Copyright Policy

### Quick Contact

Address:

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

**For GREEN INFRA WIND ENERGY LTD**

  
**Authorised Signatory**

3/23, 5:21 PM

Inspector General of Registration - Tamil Nadu

Telephone: 044-24640160

Fax: 044-24642774

E-mail: helpdesk@tnreginet.net

"Bribe giving and receiving is an offence. Complaints about demand for bribe may be made in person or over phone to the directorate of Vigilance and Anti-corruption,

No.293, M.K.N.Road, Alandur, Chennai-16 or to the local Vigilance Office. Website: [www.dvac.tn.gov.in](http://www.dvac.tn.gov.in)"

Phone Nos: (044) 22310989/22321090/22321085/22342142; FAX: 044-22321005.

"For Election Related Information : [www.elections.tn.gov.in](http://www.elections.tn.gov.in)"

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

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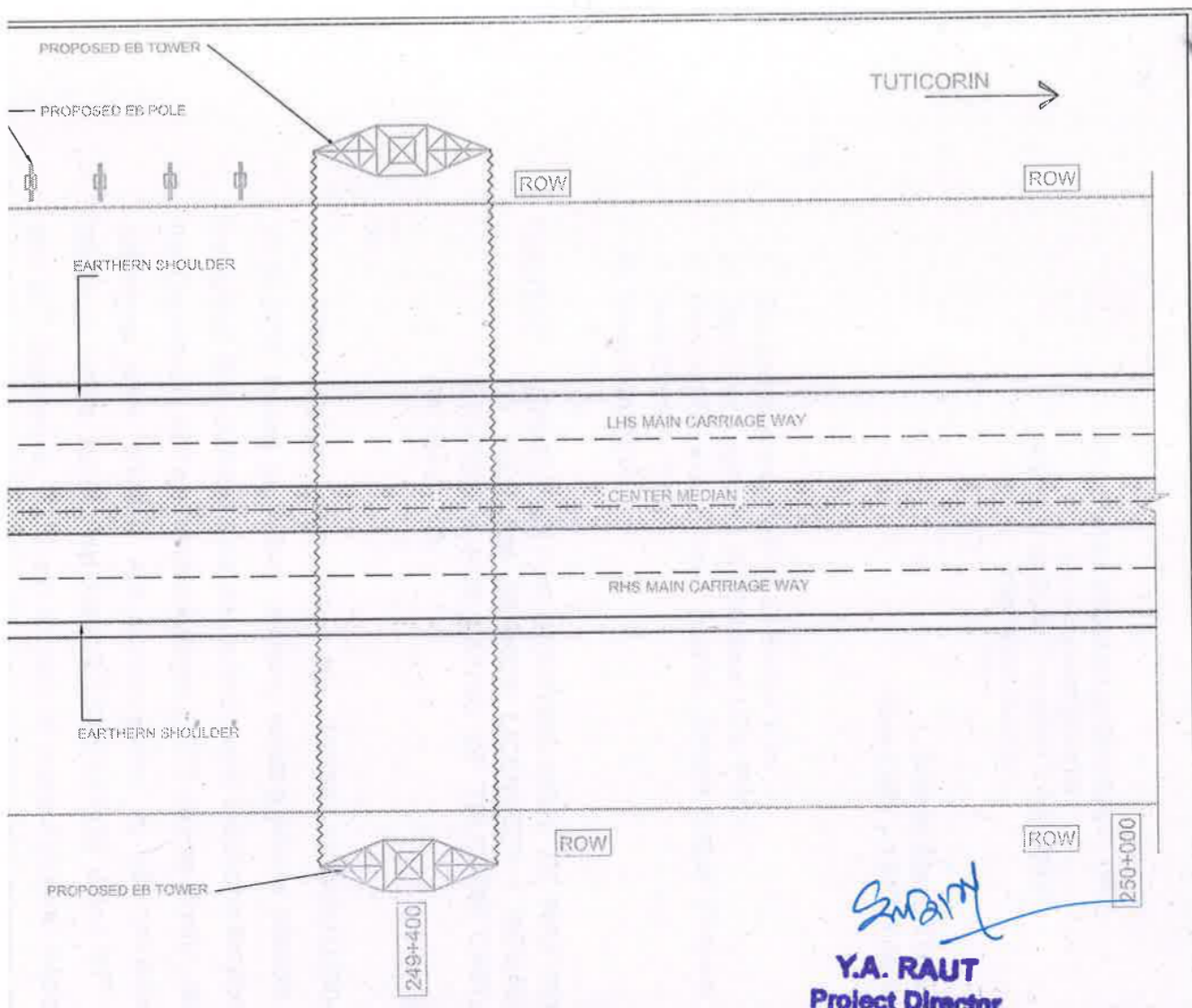
Site Maintained by Tata Consultancy Services Ltd.

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

Last Updated on 16/06/2023

For GREEN INFRA WIND ENERGY LTD

  
Authorised Signatory



*Smarny*

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

NOTES:  
1. ALL DIMENSIONS ARE IN METERS  
2. NOT TO SCALE  
3. LENGTH

**For GREEN INFRA WIND ENERGY LTD**

PROPOSED EB LINE ON NH-45B IN MADURAI -  
TUTICORIN SECTION OF NH - 45B

*M. S. J.*  
**Authorised Signatory**

APPLICANT

No.RW/NH-33044/27/2005/S&R(R) (Pt.)  
Government of India  
Ministry of Road Transport & Highways  
(Highways Section)  
\*\*\*\*\*

1, Sansad Marg, Transport Bhawan,  
New Delhi – 110001 dated 06.08.2013  
of.

To,

1. The Secretaries, PWD of all States/ UTs.
2. The Chief Engineers of all States/ UTs, PWD
3. Director General (Border Roads), Seema Sadak Bhawan, Ring Road,  
New Delhi – 110010.
4. Chairman, NHAI

**SUBJECT : GUIDELINES FOR GRANTING RIGHT OF WAY PERMISSIONS  
TO TELECOM SERVICE LICENSEES / INFRASTRUCTURE  
PROVIDERS FOR LAYING OF TELECOM CABLES/ DUCTS  
ON NH LAND.**

Sir,

This Ministry vide letter No. RW/NH-33044/17/2000-S&R dated 29.09.2000, issued guidelines allowing existing private telecom licensees to lay optical fibre cables for cellular mobile/ basic telephone services at par with the Department of Telecommunications (DOT). Subsequently, revisions in the guidelines were effected and communicated to all concerned vide this Ministry's letters No.RW/NH-33044/27/2005-S&R(R) dated 21<sup>st</sup> March, 2006 and 21<sup>st</sup> September, 2010 etc. In view of representations made by public & private sector telecom service providers before the Ministry in recent past regarding issues pertaining to laying of Telecom Cables along National Highway (NH) land, changing environment, requirement to bring about desired clarity in this regard, a fresh set of guidelines have been finalized in this regard and is enclosed as **Annexure - I**. These guidelines to be followed uniformly across the country, are in supersession of all concerned earlier letters in this regard including those mentioned above.

- 2 The agreement (format enclosed as **Annexure - II**) may be executed by the State Chief Engineers / NHAI / BRDB or his designated representatives

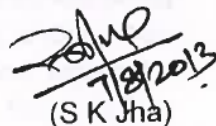
on behalf of the Authority. For any relaxation on the provisions of the guidelines and / or agreement, prior approval from the Ministry shall be obtained.

3. Before recommending for such permission, the State PWDs are required to keep in view the requirement of 4-/6- laning of National Highways (NHs)

4. The Highway Administrators/ Nodal Officers as per the guidelines shall keep a register of record or right of way permissions to the licensees who have been permitted access to the National Highway under his jurisdiction in the format enclosed (**Annexure - III**) with this letter. A copy of the record should be sent to the Circle Office as well as to the Regional Officer of the Ministry. The record should be periodically checked by inspecting officials.

5. These guidelines shall come into force with immediate effect.

Yours faithfully,

  
(S K Jha)

Under Secretary to the Government of India  
Telephone No. 23353141

**Encl :** As above.

Copy forwarded for information to :

1. PS to Hon'ble Minister (RT&H)/ PS to Hon'ble MOS - TAC (RT&H)/ PS to Hon'ble MOS - SS (RT&H)
2. The Secretary, Department of Telecommunications, New Delhi.
3. Director, PMO, New Delhi.
4. All ROs / ELOs.
5. All SEs/EEs in the State PWDs.
6. Indian Roads Congress
7. Director, IAHE

Copy also for information to : PPS to Secy (RT&H)/ PPS to AS & FA, RT&H/  
PPS to JS (H)/ Dir (H)

Copy also for information to : PPS to DG (RD) & SS/ All ADGs/ All SEs/ All  
EEs

Enclosure to Ministry of Road Transport & Highways letter No.RW/NH-33044/27/2005/S&R(R) (Pt.) dated 06.08.2013.

**Annexure - I**

**GUIDELINES FOR GRANTING RIGHT OF WAY PERMISSIONS TO TELECOM SERVICE LICENSEES / INFRASTRUCTURE PROVIDERS FOR LAYING OF TELECOM CABLES/DUCTS ON NH 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 the 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 telecom operators and registered infrastructure providers for laying Telecom Cables including Optical Fibre Cables (OFC)/ducts under, over, along, across, in or upon a property vested in or under the control or management of a 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 Licensee 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 and 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 cable ducts with sufficient space are already available along NH, the cables shall be laid in such ducts subject to technical requirements being fulfilled. Present policy of the MoRTH is to provide a 2.00 m wide utility corridor on either side of the extreme edge of RoW where required RoW of at least 45m is available, which includes provision for 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 the reinstatement charges shall be borne by such Licensees.
5. A Performance Bank Guarantee @ Rs.100 per route metre with a validity of one year initially (extendable if required till satisfactory completion of work) shall have to be furnished by each Licensee to the Authority/its designated agency as a security against improper restoration of ground in terms of filling/unsatisfactory compaction damages caused to other underground installations/utility services & interference, interruption, disruption or failure caused thereof 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 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. In case of the Licensee failing to discharge the obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee. 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.



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 Deptt. to function as Secretary to this Single Window Clearance Committee. However, in case of NH land, Licensees would be required to take permission from the highway administration for laying of cables. As regards NH 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 NH routes held by NHA & BRDB, the designated officers of NHA & BRDB may be assigned this task.

For work involving laying of cables along National Highways in different States or National Highway Project of length exceeding 500 km. in one state, Chief Engineer (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 case of any dispute for ownership of property and to 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 or 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 NH, 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 respective State Government / utility agencies. However, the creation of

Enclosure to Ministry of Road Transport & Highways letter No.RW/NH-33044/27/2005/S&R(R) (Pt.) dated 06.08.2013.

Annexure - II

**AGREEMENT REGARDING GRANTING OF RIGHT OF WAY PERMISSIONS**  
**FOR LAYING TELECOM CABLES/DUCTS**

Agreement to lay Telecom Cables/OFC /ducts from \_\_\_\_\_ to \_\_\_\_\_ Km of \_\_\_\_\_ land.

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ (month) of \_\_\_\_\_ (year)  
between \_\_\_\_\_ acting in his executive capacity through \_\_\_\_\_ (hereinafter referred to as the "Authority" which expression shall unless excluded by or repugnant to the context, include his successors in office and assigns) on the one part, and M/s \_\_\_\_\_, 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 in \_\_\_\_\_.

Whereas the Licensee proposes to lay Telecom Cables/ducts in \_\_\_\_\_.

Whereas the Licensee has applied to the Authority for permission to lay Telecom Cables/ducts from Km \_\_\_\_\_ to Km \_\_\_\_\_ of road/route up to \_\_\_\_\_ and from Km. \_\_\_\_\_ to Km. \_\_\_\_\_ of road/route up to \_\_\_\_\_.

And whereas the Authority has agreed to grant such permission on the terms and conditions hereinafter mentioned.

*20/10*

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;

5) The Licensee shall make his own arrangement for crossing of cross drainage structure, rivers, etc. below the bed. In case, this is not feasible, the cables/ducts may be carried outside the railings/parapets and supported on brackets fixed to the outside of the bridge superstructure. The fixing and supporting arrangement with all details shall be required to be approved in advance from the concerned Authority which has granted such permission. Additional cost on account of fixing and supporting arrangement as assessed by the Authority shall be payable by the Licensee.

6) The Licensee shall shift the cables/ducts 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 cables/ducts, in case it is so required for the purpose of improvement/widening of the road/route/highway or construction of flyover/bridge and restore the road/land to its original condition at his own cost and risk.

7) The Licensee shall be responsible to ascertain from the respective agency in co-ordination with Authority, regarding the location of other cables, cable duct, underground installations/ utilities/facilities etc. The Licensee shall ensure the safety and security of already existing cables/underground installations/ utilities/facilities etc. before commencement of the excavation/using the existing cable ducts.

8) 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 claims by forfeiture of Bank Guarantee.

9) If the Licensee fails to comply with the condition (6) and (7) above to the satisfaction of the Authority, the same shall be executed by the Authority at the cost and risk of the Licensee.

10) 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. Whether the technical requirements are fulfilled or not, shall be decided by Highway Administration/Government in their sole discretion. In case of any disruption/damage



caused to any existing user by the subsequent user, the Authority would not be accountable or liable in any manner whatsoever.

11) The Licensee shall procure insurance from a reputed insurance company against damages to already existing cables/underground installations/utilities/facilities etc. during trenching.

12) 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 for crossing or laying a cable, the Licensee has to execute the corresponding restoration work in a time bound manner. 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 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. In case of the Licensee failing to discharge the obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee.

13) 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.

14) 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.

15) 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.

16) This permission shall be co-terminus with the validity of license awarded by the Department of Telecommunications (DoT). The permission granted under this Agreement will automatically cease in case of premature termination of the license granted to by the DoT. The Authority also has a right to terminate the permission or to extend the period of Agreement. In case the Licensee wants shifting, repairs or alteration to Telecom Cables/ducts, he will have to furnish a separate Bank Guarantee.



17) That the Licensee shall not without prior permission in writing of the concerned agency in co-ordination with Authority undertake any work of shifting, repairs or alterations to the said Telecom Cables/ducts.

18) In order to avoid repeated digging on the same routes, in cases where cable ducts with sufficient space are already available along NH, laying of cables shall be encouraged in such ducts subject to technical feasibility in terms of interference etc. In cases where such ducts are not available, the Licensee is free 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 Licensee with suitable mutual agreements with the Authority or his designated agency. However, the creation of excess capacity by the Licensee is not a precondition for RoW permission granted herein.

19) 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 for any purpose other than that specified in the Agreement.

20) During the subsistence of this Agreement, the Telecom Cables/Ducts located in highway land /property shall be deemed to have been constructed and continued only by the consent and permission of the Authority so that the right of the Licensee to the use thereof shall not become absolute and indefeasible by lapse of time.

21) The Licensee shall bear the Stamp Duty charged on this Agreement.

22) The Telecom Cables shall not be brought into use by the Licensee unless a completion certificate to the effect that the Telecom Cables/ducts has been laid in accordance with the approved specifications and drawings and the trenches have been filled up to the satisfaction of the concerned agency in co-ordination with the Authority has been obtained. Three copies of 'as laid drawings' of utilities (hard and soft copies) with geotagged photographs and geotagged 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.

23) 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.

24) The Licensee shall have to provide safety measures like barricading, danger lighting and other necessary caution boards while executing the work.

25) If any traffic diversion works are found necessary during the working period, such diversion shall be provided at the cost of Licensee.



26) After the termination /expiry of the agreement, the Licensee shall remove the cable/ducts within 90 days and the site shall be brought back to the original condition failing which the Licensee will lose the right to remove the cables/ducts. However, before taking up the work of removal of cables the Licensee shall furnish a Bank Guarantee to the 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.

27) The enforceability of the RoW permission granted herein shall be restricted to the extent of provisions /scope of service contained/defined in the license agreement of the Licensee with DoT and for the purpose for which it is granted. Either by content or by intent, the purpose of extending this RoW facility is not to enhance the scope of License of the Licensee with the DoT.

28) Any disputes in interpretation of the terms and conditions of this Agreement or their implementation shall be referred to the High Level Committee comprising the designated representatives of the Authority, Licensee and the concerned agencies and the decision of the committee shall be final and binding on all.

29) For PPP projects, in case of any financial loss incurred by the respective project concessionaires due to such laying/ shifting of cables/ cable ducts 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/ NHA/ Implementing authorities for the project shall not be liable to the concessionaire in any way in this regard.

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

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

SIGNED SEALED AND DELIVERED FOR AND ON BEHALF OF AUTHORITY.

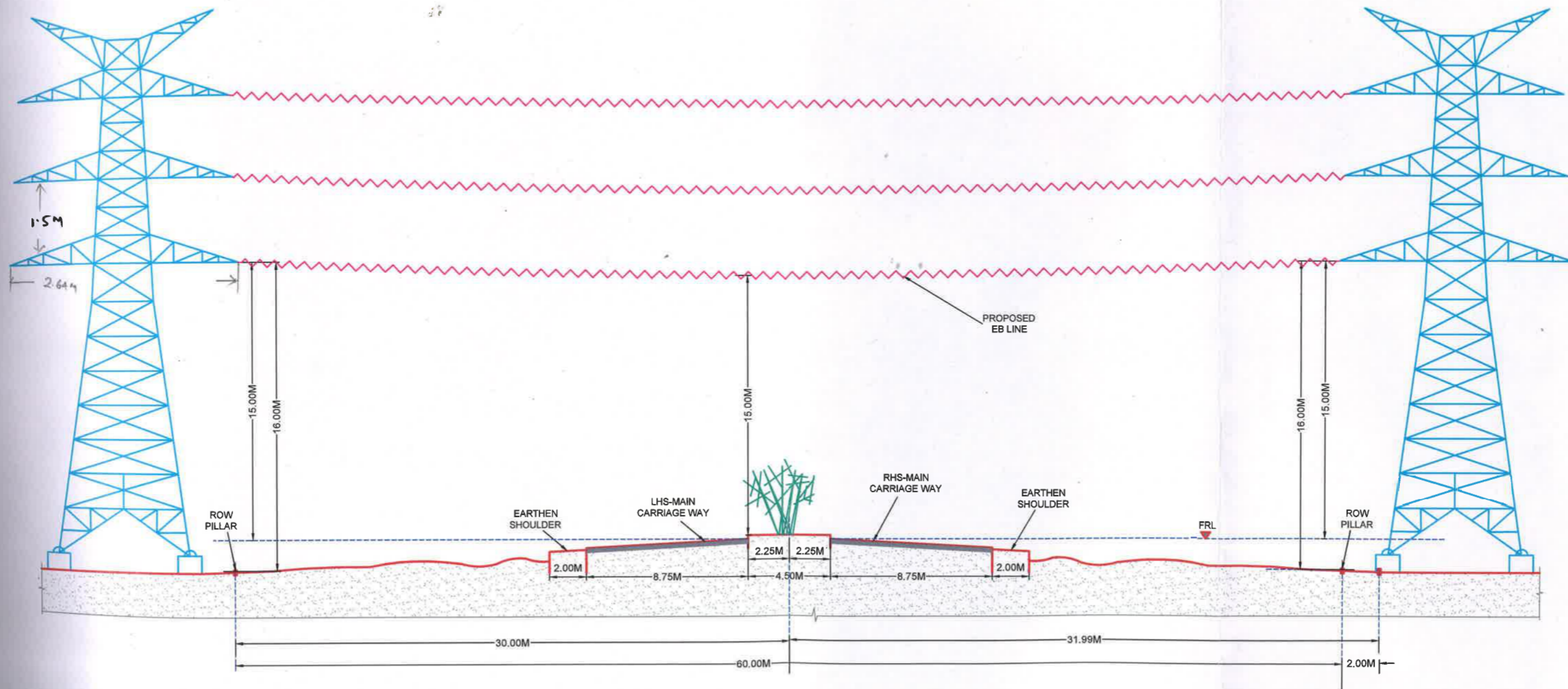
BY SHRI \_\_\_\_\_

(Signature, name & address with stamp)



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



**ROAD CROSS SECTION**

For GREEN INFRA WIND ENERGY LTD

M. S.   
 Authorized Signatory

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