



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 प्लाजा, संख्या-1, लेक एरिया, मेलूर मेन रोड, माटुतावनी, मदुरै-625 007

2nd & 3rd Floor, Vijay Krishna Plaza, No.1, Lake Area, Melur Main Road, Mattuthavani, Madurai-625 107

दूरभाष / Tele : +91-452-258 8999 वेब / Website : www.nhai.gov.in ई-मेल / E-mail : romadurai@nhai.org



NHAI/15018/4.3/09/2023/RO Madurai/E:207300/976

16th June, 2023

INVITATION OF PUBLIC COMMENTS

Sub: NHAI - PIU, Karaikudi - Laying of APL 5L GR X 52, 6" X 6.4mm Thickness of CS Underground Gas Pipeline along the road Km.28/893 to Km.33/600 (RHS) of NH-336 Pudukkottai - Trichy Section (Erstwhile Trichy - Karaikudi section of NH 210) for a length of 4707 meters- Invitation of Public Comments - Reg.

Ref: PD, Karaikudi Lr.No-NHAI/PIU/Karaikudi/11023/GAS-Pipe/2023/60 dated 02.06.2023

The proposal received from PD, Karaikudi vide Lr. No- NHAI /PIU /Karaikudi/ 11023/GAS-Pipe/2023 dated 02.06.2023 there by requesting permission for laying gas pipe line along the road from Km.28/893 to Km.33/600 (RHS) of NH-336 in the state of Tamil Nadu as proposed by, M/s Megha city gas Distribution Private Ltd, Trichy.

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

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

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

Mahendra Meena
16/06/23

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

Encl. As above

Copy to:

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

National Highways Authority of India

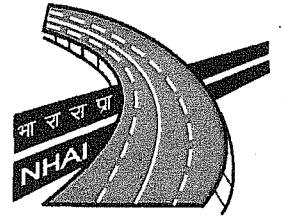
(Ministry of Road Transport and Highways, Government of India)

उप महाप्रबंधक (तकनीकी) सह परियोजना निदेशक के कार्यालय

परियोजना कार्यान्वयन इकाई

Office of the Deputy General Manager (Tech) & Project Director
Project Implementation Unitनंबर 1, 2nd फ्लोर, सुब्रमण्यपुरम 3rd स्ट्रीट, कारैकुडि 630002, तमिलनाडुNo: 1, 2nd Floor, Subramaniapuram 3rd Street, Karaikudi - 630 002, Tamilnadu.

टेली फैक्स / Tele : +91-4565-230707 वेबसाइट / Website: http://www.nhai.gov.in E-mail: karaikudi@piu@gmail.com, karaikudi@nhai.org



NHAI/PIU/Karaikudi/11023/GAS-Pipe/2023/760

June 02, 2023

To

The Regional Officer,
National Highways Authority of India,
Regional Office, Madurai.

Sir,

Sub: NHAI - PIU, Karaikudi - Laying of APL 5L GR X 52, 6" X 6.4mm Thickness of CS Underground Gas Pipeline along the road Km.28/893 to Km.33/600 (RHS) of NH-336 Pudukkottai - Trichy Section (Erstwhile Trichy - Karaikudi section of NH 210) for a length of 4707 meters - Proposal submitted - Approval - Requested - Reg.

Ref: 1. Authorized Signatory, M/s.Megha Gas, Trichy Proposal dated:11.03.2023

2. RE, M/s.L.N.Malviya Infra, Karaikudi Lr.No.LNMIPPL/PO/PD/NHAI/Trichy Bypass/2022-23/108, dated:13.05.2023.

It is to submit that the Authorized Signatory, M/s.Megha Gas, Trichy vide reference 1st cited has submitted the proposal seeking permission for laying of APL 5L GR X 52, 6" X 6.4mm Thickness of CS Underground Gas Pipeline along the road Km.28/893 to Km.33/600 (RHS) of NH-336 Pudukkottai - Trichy Section (Erstwhile Trichy - Karaikudi section of NH 210) for a length of 4707 meters.

2. The same has been forwarded to the Supervision Consultant to offer their comments & recommendations. The Resident Engineer, M/s.L.N.Malviya Infra Projects Pvt. Ltd., Karaikudi vide reference 2nd cited has examine the proposal and recommended for according permission.

3. On scrutiny of the proposal, the following details are submitted:

- The Authorized Signatory, M/s.Megha Gas, Trichy has proposed the laying of APL 5L GR X 52, 6" X 6.4mm Thickness of CS Underground Gas Pipeline along the road from Km.28/893 to Km.33/600 (RHS) of NH-336 Pudukkottai - Trichy Section (Erstwhile Trichy - Karaikudi section of NH 210) for a length of 4707 meters. The said proposal has been submitted in NOC portal and its application number is 20230315/1/6/18573/2312.
- The width of Existing ROW varies from 30 to 60 m.
- The strip plan showing the details of proposed laying of Gas pipeline and necessary checklist are furnished along with the proposal.
- The Authorized Signatory, M/s.Megha Gas, Trichy has given undertaking that they will relocate pipe lines / utilities at their cost notwithstanding the

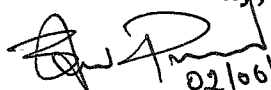
National Highways Authority of India

permission granted within such time as stipulated by NHAI for future 4 laning or any other development.

- e) The Authorized Signatory, M/s.Megha Gas, Trichy has given undertaking on non-judicial stamp paper, that they will pay the fee / rent as mentioned in the MoRT&H Guidelines / Circular No.RW/NH-33044/29/ 2015/S&R (R) dated 22.11.2016 as and when asked by NHAI.
- f) The track rent and restoration charges to be collected from the agency are calculated as per the MoRT&H Guidelines / Circular No.RW/NH-33044/29/ 2015/S&R (R) dated 22.11.2016.
- g) The cost of restoration charges for the laying of GAS pipeline is worked out as **Rs.4,70,700/- (Rupees Four Lakh Seventy Thousand Seven Hundred only)** for which the applicant is required to furnish the BG having validity upto one (1) year as per the Annexure-I.
- h) The track rent to be collected for laying of GAS pipeline along the road is worked out for five years as **Rs.9,69,909/- (Rupees Nine Lakh Sixty Nine Thousand Nine Hundred and Nine Only)** for which the applicant is required to be remitted in Bharatkosh Portal valid for upto Five (5) years period as per the Annexure-II.
- i) The statement showing the list of utility services already approved by the Competent Authority is enclosed as Annexure-III.
- j) Certificate by the undersigned is enclosed as Annexure-IV.
- k) The site will be restored to the original condition by the utility department itself.

4. In view of the above, it is requested that the necessary permission may please be granted to the Authorized Signatory, M/s.Megha Gas, Trichy for laying of APL 5L GR X 52, 6" X 6.4mm Thickness of CS Underground Gas Pipeline along the road Km.28/893 to Km.33/600 (RHS) of NH-336 Pudukkottai - Trichy Section (Erstwhile Trichy - Karaikudi section of NH 210) for a length of 4707 meters in the state of Tamil Nadu at an early date.

Encl: 1 No. of Original Proposal with references.

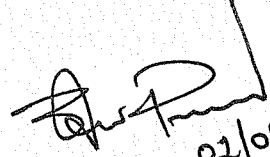
Yours faithfully,

 02/06/23
 (B.Arun Prasad)
 DGM(T) & Project Director
 NHAI, PIU, Karaikudi

Copy to: The Authorized Signatory, M/s.Megha Gas, Trichy.

ANNEXURE-I

Performance security against the restoration work for laying of APL 5L GR X 52, 6" X 6.4mm Thickness of CS Underground Gas Pipeline along the road Km.28/893 to Km.33/600 (RHS) of NH-336 Pudukkottai - Trichy Section (Erstwhile Trichy - Karaikudi section of NH 210) for a length of 4707 meters.

Sl. No.	Description	Length in mtrs.	
A.	Laying of GAS pipeline along the road by Open Trench Method		
	Km.28/893 to Km.33/600 (RHS)	=	4707
	Total length	=	4707
	Cost of Restoration Charges @Rs.100.00 per running meter (4707 x 100)	=	470700
Grant Total			470700
			Say Rs.4.71 Lakhs


 02/06/23
B. ARUN PRASAD
 DGM(T) & Project Director
 National Highways Authority of India
 PIU - KARAISKUDI

700672/2023/PIU - Karaikudi**LICENSE FEES FOR PRIVATE UTILITY (Water Supply Pipeline) (Rs/Sqm/Month)**

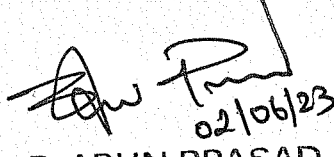
Utilized NH Land area X prevailing Circle Rate of Land per unit area X 10% per annum

ANNEXURE-II

SL. NO	NAME OF VILLAGE	CHAINAGE IN KM		SIDE	LENGTH (L) (in mt)	DIA OF THE PIPE (D) (m)	UTILIZED NH LAND AREA (D x L) (sq.m)	PREVAILING CRICLE RATE OF LAND PER UNIT AREA (sq.m) (Rs)	LICENSE FEE (PRIVATE UTILITY) (Rs)
		FROM	TO						
i	Along the road								
1	Mathur	28.893	33.600	RHS	4707	0.152	715.46	2695.00	1928175.48
ii	Champer								
1	Mathur	31.900			2.40	1.80	4.32	2695.00	11642.40
TOTAL					4709.40		719.78		1939817.88
10% per annum on License Fee									193981.788
License Fee for 5 years									969908.94

License Fee = 969909 /-

(Rupees Nine Lakh Sixty Nine Thousand Nine Hundred and Nine Only)


 02/06/23
B. ARUN PRASAD
 DGM(T) & Project Director
 National Highways Authority of India
 PIU - KARAIKUDI


[Enclosure to Ministry Circular No.RW/NH-33044/17/2000-S&R dated 29.09.2000 and dated 23.07.2009]

Format for Maintaining Records of Right-of-Way permission granted for laying Water Supply Pipeline

(to be maintained separately for every NH and State)

Name of State : TAMIL NADU
 Name of Agency : NATIONAL HIGHWAYS AUTHORITY OF INDIA, PIU, KARAUKUDI
 NH Number : PUDUKKOTTAI - TRICHY SECTION OF NH 336 (OLD NH 210)

Sr. No.	Location (chainage in km)	Left or Right side of NH (towards increasing chainage / km direction)	Section and reach	Kind of Service	Name of License and contact address	Date of signing agreement	Date of validity of agreement	Date of last inspection of site	Any deviation from MoRT&H Standard norms	Remarks
1	Km.10/000 to Km.24/200; Km.28/200 to Km.44/400 (RHS) & from Km.54/800 to Km.63/000 (LHS) and across at Km.24/200; Km.28/200; Km.44/400 & Km.63/000	BHS	Trichy - Karaikudi section of NH 210	OFC	Reliance Jio Infocomm Ltd., Chennai	20.08.2013	20.08.2018	-	-	-
2	Km.28/400 to Km.29/000; Km.29/700 to Km.31/600 & Km.33/400 to Km.34/100 (LHS)	LHS	Trichy - Karaikudi section of NH 210	OFC	Bharathi Airtel Ltd., Chennai	20.08.2013	20.08.2018	-	-	-
3	Km.65/000 to Km.76/400 (LHS) and across at Km.65/000 & Km.76/400	LHS	Trichy - Karaikudi section of NH 210	OFC	DE (Telecom), BSNL, OFC, Madurai	01.07.2014	30.06.2019	-	-	-
4	Km.16/500	Across	Trichy - Karaikudi section of NH 210	OFC	DE (Telecom), BSNL, OFC, Tirunelveli	14.10.2014	13.10.2019	-	-	-
5	Km.28/785	Across	Pudukkottai - Trichy section of NH 336	UG LPG Pipeline	IOCL, Pipelines, Trichy	10.08.2015	09.08.2020	-	-	-
6	Km.71/899 to Km.91/054 (RHS) & Km.76/286 to Km.76/686 (LHS)	LHS	Trichy - Karaikudi section of NH 210	Water Pipeline	Executive Engineer, TWAD Board, Project Division, Karaikudi	23.03.2022	22.03.2027	-	-	-
7	Km.86/800 to Km.91/054 (RHS)	RHS	Trichy - Karaikudi section of NH 210	Water Pipeline	Executive Engineer, TWAD Board, Project Division, Karaikudi	23.03.2022	22.03.2027	-	-	-

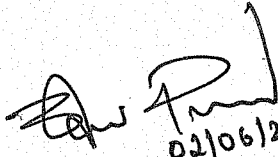

 02/06/23
 B. ARUN PRASAD
 DGM(T) & Project Director
 National Highways Authority of India
 PIU - KARAUKUDI

ANNEXURE-IVCERTIFICATE OF THE PROJECT DIRECTOR

NAME OF THE WORK:- Proposal for laying of APL 5L GR X 52, 6" X 6.4mm Thickness of CS Underground Gas Pipeline along the road Km.28/893 to Km.33/600 (RHS) of NH-336 Pudukkottai - Trichy Section (Erstwhile Trichy - Karaikudi section of NH 210) for a length of 4707 meters.

It is certified that,

1. The proposal is found in order as per the Ministry Circular.
2. The proposal if implemented will not affect design stability & traffic safety.
3. The proposal if approved will be entered in the register for records of permission.
4. The proposal for crossing if implemented will not get affect due to the widening of the road in near future. Further, the Authorized Signatory, M/s.Megha Gas, Trichy has given undertaking that they will relocate GAS pipelines at their own cost notwithstanding the permission granted within such time as stipulated by NHAI for future development.


02/06/23
B. ARUN PRASAD
DGM(T) & Project Director
National Highways Authority of India
PIU - KARAIKUDI

Inbox - karaikudipiu@gmail.com x PIU Karaikudi - Outlook Web App x glr value - Google Search x Inspector General of Registration x

tnreginet.gov.in/portal/webHP?requestType=ApplicationRH&actionVal=homePage&screenId=114&UserLocaleID=en&csrf=2dbc5ea2-dff3-4931-9ae3-08a6a39ae0c0

Apps Welcome to the Re... 164.100.194.5:8080... National Train Enqu... TN Board Results Bookmarks ccis.nic.in/WriteRea... Sign in - Google Ac... - Ministry of Road T... madurai New Tab Other bookmarks

பதிவுத்துறை
REGISTRATION DEPARTMENT

75
சுதந்திரத்தின்
அழகு

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)

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

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Guideline Search

Search Criteria :

Zone: TRICHY Sub Registrar Office: KOLATHUR
Guideline Village: MATTHUR Revenue Village: MAATHUR
Revenue District: PUDUKKOTTAI Revenue Taluka: KULATHUR
Street/Survey Number: 173

18 items found, displaying 1 to 10.
[First/Prev] 1, 2 [Next/Last]

Sr.No.	Survey/Subdivision No.	Guideline Value (₹) (British Value)	Guideline Value (₹) (Metric Value)	Land Classification	Effective Start Date	G.O.Download
1	173/1	-	-	Govt. Others	-	-
2	173/2A	250/ Square Feet	2695/ Square Metre	Residential Class I Type - I	01-Apr-2023	-
3	173/2B	250/ Square Feet	2695/ Square Metre	Residential Class I Type - I	01-Apr-2023	-
4	173/3A1	250/ Square Feet	2695/ Square Metre	Residential Class I Type - I	01-Apr-2023	-
5	173/3A2	250/ Square Feet	2695/ Square Metre	Residential Class I Type - I	01-Apr-2023	-
6	173/3B1	250/ Square Feet	2695/ Square Metre	Residential Class I Type - I	01-Apr-2023	-
7	173/3C1	250/ Square Feet	2695/ Square Metre	Residential Class I Type - I	01-Apr-2023	-
8	173/3C2	250/ Square Feet	2695/ Square Metre	Residential Class I Type - I	01-Apr-2023	-
9	173/3D1	250/ Square Feet	2695/ Square Metre	Residential Class I Type - I	01-Apr-2023	-
10	173/3D2	250/ Square Feet	2695/ Square Metre	Residential Class I Type - I	01-Apr-2023	-

12:17 PM
17/May/2023

700672/2023/PIU - Karaikudi



L.N.MALVIYA INFRA PROJECTS PVT.LTD.

Office : No.30, 2nd Kannadhasan Street, Karaikudi - 630 002.
Sivagangai District, Tamil Nadu.

CIN NO. : U45201DL2010PTC373715

E- mail : trichy2karaikudionm@gmail.com | web.:www.lninfra.com

No. LNMIPPL/PO/PD/NHAI/Trichy Bypass/2022-23/108

Date:13.05.2023

To:

The Project Director,
National Highways Authority of India,
Project Implementation Unit,
No.1,2nd Floor, Subramaniapuram ,3rd Street,
Karaikudi – 630 002 (TN).

PIU - KARAISKUDI	
DATE : 13/05/2023	
DIARY No : 1173	
PD	<i>[Signature]</i>
NGR (TECH)	
D/MGR (TECH)	
ACCT	
100	

Sub: Consultancy services for Operation and maintenance of Trichy Bypass on NH-83 (Old - 67) from KM 110.016 to KM 135.930; on Trichy - Pudukottai on NH-336 (Old-210) from KM 10.000 to KM 43.600; Pudukottai - Thirumayam on NH-36 (Old-210) from KM 43.600 to KM 66.000 Thirumayam - Karaikudi - Ramanathapuram on NH-536 (Old-210) from KM 66.000 to KM 174.000 in the state of Tamilnadu – **Gas Pipeline between Ch 28+893 to Ch 33+600 (RHS) - Observation and Comments of Authority Engineer.**

Ref: (1). NHAI letter no. NHAI/PIU/Karaikudi/11032/Gas-Pipe/2023/384

Dated 21-03-2023

(2). Megha Gas letter no. Nil Dated 11-03-2023

Dear Sir,

Please note that the proposal sought for laying CS underground Gas pipeline by (Megha City Gas Distribution Pvt. Ltd) between Ch 28+893 to Ch 33+600 (RHS) at 15m offset from Centre line of the Highway Road.

ROW is at 15m from the Centre line of the Highway Road. Since, the proposal is at the boundary of the Road Land (ROW); it doesn't affect the traffic in any manner.

Hence, Authority Engineer foresee no problem arising due to this proposed CS underground Gas pipeline; therefore, recommending the proposal for acceptance and approval.

This is for your information and direction please.
Thanking You and assuring you of our best services.

With Regards,

(Binod Sinha)

Highway Maintenance cum Resident Engineer

For M/S L.N Malviya Infra Projects Pvt. Ltd.

In Association with Infratech Solutions & consultant





MEGHA CITY GAS DISTRIBUTION
PRIVATE LIMITED

PIU - KARAIKUDI	
DATE : 16/03/2023	
DIARY No.: 640	
PD	BW
MGR (TECH)	
ACCT.	
LAO	
SECTION	

Date : 11.03.2023

To
The Project Director,
National Highway authority of India,
Karaikudi,
Tamilnadu.

Sir,

Sub: Laying of API 5L GR X 52, 6"X 6.4MM Thickness of CS Underground Gas Pipeline along the road Km.28/893 to Km.33/600 (RHS) of NH -336 Road (Pudukkottai - Trichy Section) for a total length of 4707 meters in Tamilnadu State - Proposal Submitted Approval requested - reg.

We submit herewith the proposal for laying of API 5L GR X 52, 6"X 6.4 MM Thickness of CS Underground Gas Pipeline in along the road from Km.28/893 to Km.33/600 (RHS) in Tamilnadu State by Open Trench and HDD Method.

In this connection it is proposed to lay the GasPipeline along the road. Necessary Performa, detailed drawing and check list also enclosed.

We request that necessary permission may please be issued, so ask to enable to lay the Gas pipeline along the road NH - 336 and the restoration charges may be intimated to the above address for making payment.

Thanking You Sir,

Yours Faithfully,
For M/s. Megha City Gas Distribution Private Limited,

(Authorized Signatory)

2nd Floor, No.7/1,
Raj Tower, Karur By-Pass Road,
Trichy, Tamil Nadu - 620002
www.meghagas.com

Toll Free: 1800 123 1803
e mail: info@meghagas.com
CIN: U40106TG2021PTC154806



Application Details [20230315/1/6/18573/2312]	
Highway	NH210 [NH210]
Name of Highway Authority	
Highway Administration Address	
Whether the Fuel Station is part of Rest-area complex	No
Name of Applicant/Oil Company	MEGHA CITY GAS DISTRIBUTION PRIVATE LIMITED Address: 2nd Floor No 7 Raj Tower Karur ByPass Road, Trichy 620002 Tamil Nadu , TIRUCHIRAPPALLI (TAMIL NADU), PIN: 620002 Phn: 8098981198 Email: prasanthfz001@gmail.com
Application Category	Public Utility
Utility	Gas
State	TAMIL NADU
Type	New
Remarks	NH-336 Road (Pudukkottai – Trichy Section) Along the road from Km.28/893 to Km.33/600 (RHS) Length of 4707 meters.
Submitted On	15 Mar 2023 17:29:57

Details		
1. Length in Meters *		4707 Meters
2. Width of available ROW		
I. Left side from center line towards increasing chainage OR km direction *		Maximum:22.50 Mts Minimum:15.00Mts
II. Right side from center line towards increasing chainage OR km direction *		Maximum:30.00 Mts Minimum:15.00Mts
3. Proposal to lay the utility		
I. Left side from center line towards increasing chainage OR km direction *		0
II. Right side from center line towards increasing chainage OR km direction *		0
4. Proposal to acquire the land		
I. Left side from center line *		NIL
II. Right side from center line *		Maximum:29.00 Mts Minimum:14.00Mts
5. Whether proposal is in the same side where land is not to be acquired *		No
If not then where to lay the cable *		N0
6. Details of already laid services if any along the proposed route *		Nil
7. Number of Existing lanes *		2 Lane
8. Proposed number of lanes *		4 Lane
9. Service road Exists *		Yes

10. Proposed Service road		
Left side from center line		NA
Right side from center line		NA
11. Whether proposal to lay cable is after the service road or between the service road and main carriageway *		No, Close to ROW
12. Whether carrying OFC Cable has been proposed on highway /bridges, If yes then mention the methodology proposed for the same *		NO
13. Is crossing of the road involved? If Yes, is shall be either encased in pipes or through structure of conduits specially built for the purpose at the expense of the agency owing the line *		No
I. Whether the existing drainage structures are allowed to carry utility pipeline. *		No
II. Is it on a line normal to NH? *		No
III. What is the distance of crossing the utility pipelines from the existing structure? Crossings shall not be too near the existing structures on the National Highway, the minimum distance being 15 mtrs. *		50.00

IV. The casing pipe (or conduit pipe in the case of electric cable) line carrying the utility line shall be of steel, cast iron or reinforced concrete and have adequate strength and be large enough to permit ready withdrawal of carrier pipe/cable Mention type of casting. *		NA
V. Ends of the casing/conduit pipe shall be sealed from outside, so that is does not act as a drainage path *		NA
VI. The casing/conduit pipe should be as minimum extend from drain in cuts toe of slope in fills. *		NA
VII. The installation of Casing pipe shall be as per attachment-1 of Ministry's Guidelines dated 22.11.2016 *		NA
VIII. Mention the methodology proposed for crossing of road for the proposed sewerage / gas pipeline crossing shall be boring method (HDD) (Trenchless Technology) specially where the existing road pavement is of cement concrete of dense bituminous concrete type. *		NA
14. Whether the proposal satisfies the following:		

<p>I. Where the ROW is more than 45 M then the duct cable shall be laid at the edge of right of way within the utility corridor of 2 M width, duly keeping in view the future widening. *</p>		<p>YES</p>
<p>II. Where land is yet to be acquired for 4 laning and the position of new carriageway has been decided then the cable shall be laid at the edge of right of way within the utility corridor of 2 M width, on that side of existing carriageway where extra land is not proposed to be acquired for 4 laning. *</p>		<p>LAND ACQUISITION COMPLETED, PIPELINE LAYING CLOSE TO ROW</p>
<p>III. Where the widening plan for 4 laning is not yet decided and available ROW is around 30 M or less, a judicious decision would need to be taken for permitting the laying of cable/duct. This could be within 1.5 M to 2m of utility corridor at the edge of existing ROW, duly keeping in view the possible widening plans. *</p>		<p>LAND ACQUISITION COMPLETED, PIPELINE LAYING CLOSE TO ROW</p>
<p>IV. Where ROW is restricted and adequate only to accommodate the carriageway, central verge, shoulders and drains (e.g. Highways in cutting through hilly/rolling terrain), the cable shall be laid clear of the drain. *</p>		<p>LAYING EARTHEN SHOULDER ONLY</p>

V. Where land strip for utility corridor can't be conveniently earmarked (available ROW restricted to the toe of the embankment) for laying of cable/ducts, the permission may be refused. *		PIPELINE LAYING CLOSE TO ROW & LAYING EARTHEN SHOULDER ONLY
15. Document/Drawings enclosed with the proposal *		Yes
I. Cross section showing the size of trench for open trenching method (is it normal size of 1.2m (min.) deep x 0.3 wide) *		YES
II. Cross section showing the size of pit and location of cable for HDD method *		NO
III. Strip plan/ Route plan showing the OFC, Chainage width of ROW, distance of proposed, cable from the edge of ROW, important mile stone, intersections, cross drainage works etc. *		YES
IV. Methodology of laying of the Utility Pipeline/OFC *		YES
V. Open trenching method (may be allowed in utility corridor only where pavement is neither cement concrete nor dense bituminous concrete type) If yes what is the Methodology of refilling of trench *		YES

(a) The trench width should be at least 30 cms but not more than 60 cms wider than the outer diameter of the pipe *		YES
(b) For filling of the trench, bedding shall be to a depth of not less than 30 cms. It shall consist of granular material, free of lumps, clods, cobbles and graded to yiled firm surface without sudden change in the bearing value, unsuitable soil and rock edges should be excavated and replaced by selected material *		YES
(c) The backfill shall be completed in two stages, i) Side fill to the level of the top of the pipe and ii) Overfill to the bottom of the road crust *		YES
(d) The side fill shall consist of granular material laid in 15 cms, layers each consolidated by mechanical tampering and controlled addition of moisture to 95% of the proctor density. Overfill shall be compacted to the same density as the material that has been removed. *		YES

(e) The road crust shall be built to the same strength as existing crust on either side of the trench. Care shall be taken to avoid the formation of a dip at the trench. *		YES
(f) The excavation shall be protected by flagman, signs and barricades and red lights during night hours. *		YES
(g) If required, a diversion shall be constructed at the expense of agency owing the utility line. *		YES
VI. Horizontal Directional Drilling (HDD) Method *		YES
VII. Laying OFC through CD Works and Method of laying (Whether to be hung outside parapet). *		YES
16. Draft license Agreement signed by two witnesses. *		YES
I. The license fee estimate as per Ministry's guidelines issued vide circular no. RW/NH/33044/29/2015/S&R dated 22.11.2016. *		YES
17. Whether Performance Bank Guarantee is as per Ministry's guidelines issued vide circular no. RW/NH/33044/29/2015/S&R, dated 22.11.2016. *		Yes
I. Confirmation of BG has been obtained as per MoRTH guidelines *		Yes
18. Affidavit/Undertaking from the Applicant for following is to be furnished		

a) Undertaking not to Damage to other utility, if damage then to pay the losses either to NHAI or the concerned agency. *		Yes
b) Undertaking Renewal of Bank Guarantee as and when asked by MoRTH. *		Yes
c) Undertaking Confirming all standard condition of Ministry's guidelines. *		Yes
d) Undertaking for indemnity against all damages and claims *		Yes
e) Undertaking for management of traffic movement during laying of utility line without hampering the traffic *		Yes
f) Undertaking that if any claim is raised by the concessionaire/ contractor then the same has to be paid by the applicant. *		Yes
g) Undertaking that prior approval of the NHAI shall be obtained before undertaking any work of installation, shifting or repairs, or alteration to the utility located in the National Highway Right of Ways. *		Yes

h) Undertaking that expenditure is any incurred by NHAI for repairing any damage cause to the NH by laying, maintenance of shifting of the utility line will be borne by the applicant agency owing the line. *		Yes
i) Undertaking that text of the license deal is as per verbatim of format issued by MoRTH vide circular no. RW/NH/33044/29/2015/S&R dated 22.11.2016 *		Yes
j) Undertaking for shifting of utility as and when asked by MoRTH/ NHAI. *		Yes
k) Certificate from the applicant in the following format		
l) We do undertake that I/we will relocate service road/approach road/utilities at my/our own cost not withstanding the permission granted within such time us will be stipulated by NHAI for future six laning or/any other development		
19. Who will sign the agreement on behalf of Applicant agency? Power of Attorney to sign the agreement is available or not. *		SYAM SUNDHAR PAVAN KUMAR, M/s. MEGHA CITY GAS DISTRIBUTION PRIVATE LIMITED 2nd Floor, No.7/1, Raj Tower, Karur By-Pass Road, Trichy – 620002, Tamil Nadu
20. The Power of Attorney is in favour of authorized signatory? *		Yes

Locations						
Sno	State	District	Highway /Stretch	Start Point	End Point	View
1	TAMIL NADU	TIRUCHIRAPPALLI	NH210 [NH210] (10.00-94.00) From Km: 28.893 To Km: 33.6	Chainage Point: 28.893 Lat: 10.661 Lng: 78.740	Chainage Point: 33.6 Lat: 10.703 Lng: 78.730	View

Documents				
Sno	Stage	Document	Mandatory	Action
1	Under Submission	Layout and Drawings	Yes	View
2	Under Submission	Any Other Supporting Document	No	View
3	Under Submission	Any Document to indicate commercial activities are allowed on the land.	No	--
4	Under Submission	Safety Clearance from Directorate of Electricity	No	--
5	Under Submission	Safety Clearance from Chief Controller of Explosives	No	--
6	Under Submission	Safety Clearance from Petroleum and Explosives Safety Organisation	No	View
7	Under Submission	Safety Clearance from Oil Industry Safety Directorate	No	--
8	Under Submission	Safety Clearance from State/Central Pollution Control Board	No	--
9	Under Submission	Any Other Statutory Clearance as applicable	No	--

Applicable Fee Details					
Sno	Fee Head	Stage	Fee	Amount	Status
1	Utility Fees	Technical Approval	License Fees	86150.33	

UNDERGROUND GAS PIPELINE

ROUTE DIAGRAM

SECTION

**NH-336 Road (Pudukkottai – Trichy Section)
Along the road from Km.28/893 to Km.33/600 (RHS)
Length of 4707 meters.**

APPLICANT:



**M/s. MEGHA CITY GAS DISTRIBUTION PRIVATE LIMITED
2nd Floor, No.7/1, Raj Tower, Karur By-Pass Road,
Trichy – 620002, Tamil Nadu.**

RECEIVED TO:

**The Project Director,
National Highway authority of India,
Karaikudi**

PROPOSAL PREPARED BY



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



MEGHA CITY GAS DISTRIBUTION
PRIVATE LIMITED

To

Date :11.03.2023

The Project Director,
National Highway authority of India,
Karaikudi,
Tamilnadu.

Sir,

Sub: Laying of API 5L GR X 52, 6"X 6.4MM Thickness of CS Underground Gas Pipeline along the road Km.28/893 to Km.33/600 (RHS) of NH -336 Road (Pudukkottai - Trichy Section) for a total length of 4707 meters in Tamilnadu State - Proposal Submitted Approval requested - reg.

We submit herewith the proposal for laying of API 5L GR X 52, 6"X 6.4 MM Thickness of CS Underground Gas Pipeline in along the road from Km.28/893 to Km.33/600 (RHS) in Tamilnadu State by Open Trench and HDD Method.

In this connection it is proposed to lay the GasPipeline along the road. Necessary Performa, detailed drawing and check list also enclosed.

We request that necessary permission may please be issued, so ask to enable to lay the Gas pipeline along the road NH - 336 and the restoration charges may be intimated to the above address for making payment.

Thanking You Sir,

Yours Faithfully,

For M/s. Megha City Gas Distribution Private Limited,

(Authorized Signatory)

2nd Floor, No.7/1,
Raj Tower, Karur By-Pass Road,
Trichy, Tamil Nadu - 620002
www.meghagas.com

Toll Free: 1800 123 1803
e mail: info@meghagas.com
CIN: U40106TG2021PTC154806



**CHECK LIST FOR GETTING APPROVAL FOR LAYING OF
UNDERGROUND GAS PIPELINE ON NH LAND**

Guidelines to Project Director for Processing the Proposal for laying of Underground Gas Pipeline in the land along the National Highways vested with NH.

• **Relevant circulars**

- 1) Ministry Circular No. NH-41 (58)/68 dated 31.1.1969
- 2) Ministry Circular No. NH-III/P/66/76 dated 18/19.11.1976
- 3) Ministry Circular No. RW/NH-III/P/66/76 dated 11.5.1982
- 4) Ministry Circular No. RW/NH-11037/1/86-DOI (ii) dated 28.7.1993
- 5) Ministry Circular No. RW/NH-11037/1/86/DOI dated 19.1.1995
- 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 17.9.2003
- 8) Ministry Circular No. RW/NH-33044/29/2015-S&R (R) dated 22.11.2016

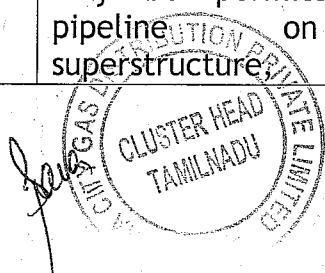
**Check list for getting approval for laying of Underground Gas Pipe Line on
NH land**

S. No.	Item	Information/ Status	Remarks
1	General Information		
1.1	Name and Address of the Applicant/Agency	M/s. MEGHA CITY GAS DISTRIBUTION PRIVATE LIMITED 2 nd Floor, No.7/1, Raj Tower, Karur By-Pass Road, Trichy – 620002, Tamil Nadu.	
1.2	National Highway Number	NH - 336 Road (Pudukkottai - Trichy Section)	
1.3	State	TamilNadu.	
1.4	Location	NH - 336 Road (Pudukkottai - Trichy Section)	
1.5	(Chainage in km)	Along the road from Km.28/893 to Km.33/600 (RHS)	
1.6	Length in Meters	4707 Meters	
1.7	Width of available ROW		
	(a) Left side from center line towards increasing chainage/ km direction	Maximum: 30.00 Mts Minimum: 15.00Mts	
	(b) Right side from center line towards increasing chainage/ km direction	Maximum: 30.00 Mts Minimum: 15.00Mts	
1.8	Proposal to lay underground Gas pipe line.		

[Signature]
CLUSTER HEAD
TAMILNADU
CITY GAS DISTRIBUTION PRIVATE LIMITED

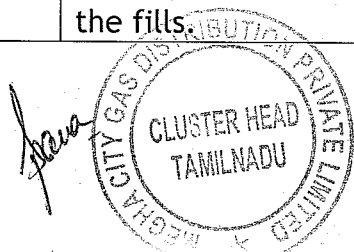
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B. ARUN PRASAD
DCM(T) & Project Director
National Highways Authority of India
PIU - KARAUKUDI

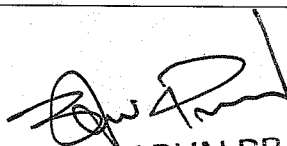
	(a) Left side from center line towards increasing chainage / km direction	NA	
	(b) Right side from center line towards increasing chainage / km direction	Maximum:29.00 Mts Minimum:14.00Mts	
1.9	Proposal to acquire land	No	
	(a) Left side from center line	Nil	
	(b) Right side from center line	Nil	
1.10	Whether proposal is in the same side where land is not to be acquired	No	
	If not then where to lay the Pipe	No	
1.11	Details of already laid services, if any, along the proposed route	Nil	
1.12	Number of lanes (2/4/6/8 lanes) existing	2 lane with service road	
1.13	Proposed Number of lanes (2 lane with paved shoulders/4 / 6/8 lanes)	4 lane with service road	
1.14	Service road existing or not	Yes	
	If yes then which side		
	(a) Left side from center line	Shown in diagram	
	(b) Right side from center line	Shown in diagram	
1.15	Proposed Service road		
	(a) Left side from center line	NA	
	(b) Right side from center line	NA	
1.16	Whether proposal to lay Gas Pipe line is after the service road or between the service road and main carriageway	No, Close to ROW	
1.17	<p>The permission for laying of Gas Pipe Line shall be considered for approval / rejection based on the Ministry Circulars mentioned as above.</p> <p>(a) Carrying of sewage/gas pipelines on highway bridges shall not be permitted as Fumes /gases pipes can accelerate the process of corrosion or may cause explosions, thus, being much more injurious than leakage of Gas.</p> <p>(b) Carrying of Gas Pipe lines on bridges shall also be discouraged. However, if the gas supply authorities seem to have no other viable alternative and approach the highway authority well in time before the design of the bridge is finalized, they may be permitted to carry the pipeline on independent superstructure supported on</p>	<p>Considered for approval based on the NH circular.</p>	



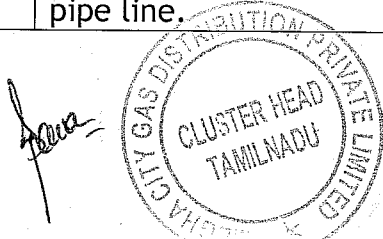
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 DGM(T) & Project Director
 National Highways Authority of India
 KARAIKUDI

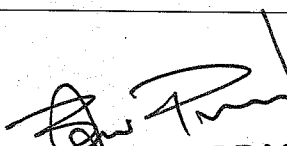
	<p>extended portions of piers and abutments in such a manner that in the final arrangement enough free space around the superstructure of the bridge remains available for inspection and repairs, etc</p> <p>(c) Cost of required extension of the substructure as well as that of the supporting superstructure 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 NH Project Director only.</p>		
1.18	<p>If crossings of the road involved</p> <p>If Yes, it shall be either encased in pipes or through structure or conduits specially built for that purpose at the expenses of the agency owning the line</p>	No	
	(a) Existing drainage structures shall not be allowed to carry the lines.	NA	
	(b) Is it on a line normal to NH	NA	
	(c) Crossings shall not be too near the existing structures on the National Highway, the minimum distance being 15 meter. What is the distance from the existing structures	NA	
	(d) The casing pipe (or conduit pipe in the case of electric cable) carrying the utility line shall be of steel, cast iron, or reinforced cement concrete and have adequate strength and be large enough to permit ready withdrawal of the carrier pipe/cable.	NA	
	(e) Ends of the casing/conduit pipe shall be sealed from the outside, so that it does not act as a drainage path.	NA	
	(f) The casing/conduit pipe should, as minimum extend from drain to drain in cuts and toe of slope toe of slope in the fills.	NA	




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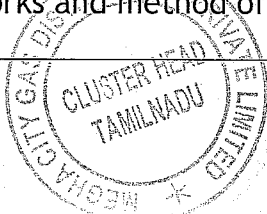
	(g) The top pf the casing/conduit pipe should be at least 1.2 meter below the surface of the road subject to being at least 0.3 m below the drain inverts.	NA	
	(h) Crossing shall be by boring method (HDD) specially where the existing road pavement is of cement concrete or dense bituminous concrete type.	NA	
	(i)The casing/conduit pipe shall be installed with an even bearing throughout its length and in such a manner as to prevent the formation of a gasway along it.	NA	
2	Document / Drawings enclosed with the proposal	Yes	
2.1	Cross section showing the size of trench for open trenching method (Is it normal size of 1.2m deep X 0.3m wide) (i) Should not be greater than 60 Cm wider than the outer diameter of the pipe (ii) located as close to the extreme edge of the right-of-way as possible but not less than 15 meter from the centre-lines of the nearest carriageway (iii) Shall not be permitted to run along the National Highways when the road formation is situated in double cutting. Nor shall these be laid over the existing culverts and bridges (iv) These should be so laid that their top is at least 0.6 meter below the ground level so as not to obstruct drainage of the road land.	Yes	
2.2	Cross section showing the size of pit and location of gas pipe line for HDD method	NA	
2.3	Strip plan/ Route Plan showing Gas Supply pipe line, Chainage, width of ROW, distance of proposed, pipe line from the edge of ROW, important mile stone, intersections, cross drainage works etc.	Yes	
2.4	Methodology for laying of showing Gas pipe line.	Yes	




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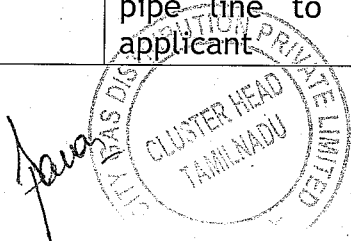
2.4.1	Open trenching method (May be allowed in utility corridor only where pavement is neither cement concrete nor dense bituminous concrete type. If yes, Methodology of refilling of trench	Yes	
	(a) The trench width should be at least 30 cm, but not more than 60 cm wider than the outer diameter of the pipe.	Yes	
	(b) For filling of the trench, Bedding shall be to a depth of not less than 30 cm. It shall consist of granular material, free of lumps, clods and cobbles and graded to yield a firm surface without sudden change in the bearing value. Unsuitable soil and rock edged should be excavated and replaced by selected material.	Yes	
	(c) The backfill shall be completed in two stages (i) side - fill to the level of the top of the pipe and (ii) overfill to the bottom of the road crust.	Yes	
	(d) The side fill shall consist of granular material laid in 15 cm layers each consolidated by mechanical tampering and controlled addition of moisture to 95% of the Proctor's Density. Overfill shall be compacted to the same density as the material that had been removed. Consolidation by saturation or ponding will not be permitted. (e) The road crust shall be built to the same strength as the existing crust on either side of the trench. Care shall be taken to avoid the formation of a dip at the trench.	Yes	
	(f) The excavation shall be protected by flagman, signs and barricades, and red lights during night hours.	Yes	
	(g) If required, a diversion shall be constructed at the expense of agency owning the utility line	Yes	
2.4.2	Horizontal Directional Drilling (HDD) Method	Yes (Only Intersections road)	
2.4.3	Laying of Gas Pipe Line through CD works and method of laying	No	

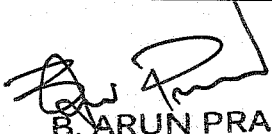
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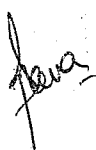
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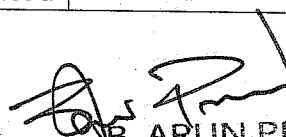
	(a) On approaches, the water mains/cables shall be carried along a line as close to the edge of the right-of way as possible up-to a distance of 30 m from the bridge and subject to all other stipulations contained in this Ministry's guidelines issued with letter No.NH-HI/P/66/76 dated 19.11.1976.	Yes	
3	Draft License Agreement signed by two witnesses	Yes, enclosed with proposal	
4	Performance Bank Guarantee in favour of NHAI has to be obtained @ Rs100/- per running meter (parallel to NH) and Rs1,00,000/- per crossing of NH, for a period of one year initially (extendable if required till satisfactory completion of work) as a security for ensuring/making good the excavated trench for laying the cables/ducts by proper filling and compaction, clearing debris/loose earth produced due to execution of trenching at least 50m away from the edge of the right of way. No payment shall be payable by the NH to the licensee for clearing debris/loose earth.	To be obtained.	
4.1	Performance BG as per above is to be obtained.	To be obtained.	
4.2	Confirmation of BG has been obtained as per NHAI guidelines	To be obtained at the time of execution of Agreement.	
5	Affidavit / Undertaking from the Applicant.	Yes	
5.1	Not to Damage to other utility, if damaged then to pay the losses either to NHAI or to the concerned agency	Yes, enclosed with proposal	
5.2	Renewal of Bank Guarantee	Yes, enclosed with proposal	
5.3	Confirming all standard condition of NH rules	Yes, enclosed with proposal	
5.4	Shifting of Gas pipe line as and when required by NH at their own cost	Yes, enclosed with proposal	
5.5	Shifting due to 4 laneing / widening of NH	Yes, enclosed with proposal	
5.6	Indemnity against all damages and claims clause (xxiv)	Yes, enclosed with proposal	
5.7	Traffic movement during laying of Gas pipe line to be managed by the applicant	Yes, enclosed with proposal	




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 National Highways Authority of India
 PIU - KARAUKUDI

5.8	If any claim is raised by the Concessionaire then the same has to be paid by the applicant	Yes, enclosed with proposal	
5.9	Prior approval of the NH shall be obtained before undertaking any work of installation, shifting or repairs, or alterations to the showing Gas Pipe line located in the National highway right-of-ways.	Yes, enclosed with proposal	
5.10	Expenditure, if any, incurred by NH for repairing any damage caused to the National Highway by the laying, maintenance or shifting of the Gas Pipe line will be borne by the agency owning the line.	Yes, enclosed with proposal	
5.11	If the NH 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 NH at the cost of the agency owning the utility line within a reasonable time (not exceeding 60	Yes, enclosed with proposal	
5.12	Certificate from the applicant in the following format (i) <i>Laying of Gas Pipeline will not have any deleterious effects on any of the bridge components and roadway safety for traffic.</i> (ii) for 4 - laning <i>"We do undertake that I will relocate service road/approach road/utilities at my own cost notwithstanding the permission granted within such time as will be stipulated by NH" for future four - lanning or any other development."</i>	Yes, enclosed with proposal	
6.	Who will sign the agreement on behalf of Gas pipe line agency	M/s. MEGHA CITY GAS DISTRIBUTION PRIVATE LIMITED 2 nd Floor, No.7/1, Raj Tower, Karur By-Pass Road, Trichy – 620002, Tamil Nadu	
7	Certificate from the Project Director.		
7.1	Certificate for confirming of all standard condition issued vide Ministry Circular No. Ministry Circular No. NH-41 (58)/68 dated 31.1.1969, Ministry Circular No. NH-III/P/66/76 dated	(Yes)	



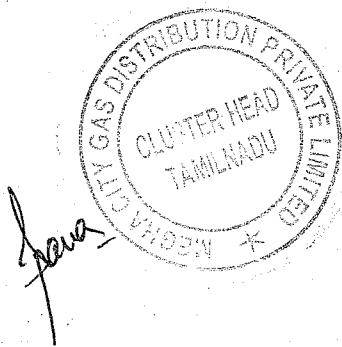


B. ARUN PRASAD
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	18/19.11.1976, Ministry Circular No. RW/NH-III/P/66/76 dated 11.5.1982, Ministry Circular No. RW/NH-11037/1/86-DOI (ii) dated 28.7.1993, Ministry Circular No. RW/NH-11037/1/86/DOI dated 19.1.1995, Ministry Circular No. RW/NH-34066/2/95/ S&R dated 25.10.1999 and Ministry Circular No. RW/NH-34066/7/2003 S&R (B) dated 17.9.2003 and Ministry Circular No. RW/NH-33044/29/2015-S&R (R) dated 22.11.2016.		
7.2	<p>Certificate from PD in the following format</p> <p>(i) "It is certified that any other location of the Gas pipeline would be extremely difficult and unreasonable costly and the installation of Gas pipeline within ROW will not adversely affect the design, stability & traffic safety of the highway nor the likely future improvement such as widening of the carriageway, easing of curve etc".</p> <p>(ii) for 4 -laning</p> <p>(a) Where feasibility is available "I do certify that there will be no hindrance to proposed Four-laning based on the feasibility report considering proposed structures at the said location".</p> <p>(b) In case feasibility report is not available "I do certify that sufficient ROW is available at site for accommodating proposed four-laning".</p>	(Yes)	
8	If NH 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 Licensee has been granted the right to lay cable/duct has also been granted as a right of way to the concessionaire under the concession agreement for up-gradation Along the road from Km.28/893 to Km.33/600 (RHS) for a total length of 4707 m in the state of Tamil Nadu in NH - 336 Road on Build, Operate and Transfer Basis] and	N.A	



[Signature]
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	therefore, the licensee shall honour the same."		
9	Who will supervise the work of laying of Gas pipeline	Consultants and relevant filed Officers of NH.	
10	Who will ensure that the defects in road portion after laying of Gas pipe line are corrected and if not corrected then what action will be taken.	BG will encashed. Claim amount will be determined according to the nature and seriousness of damages.	
11	Who will pay the claims for damages done/disruption in working of Concessionaire if asked by the Concessionaire.	The Applicant should pay claims.	
12	A certificate from PD that he will enter the proposed permission in the register of records of the permissions in the prescribed preformed (copy enclosed).	Yes.	
13	If any previous approval is accorded for laying of underground Gas Pipeline then Photocopy of register of records of permissions accorded as maintained by PD then copy be enclosed	Yes.	

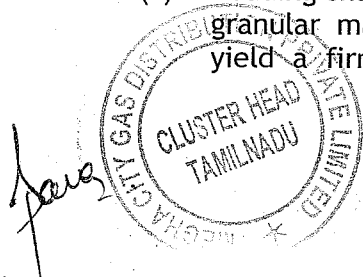


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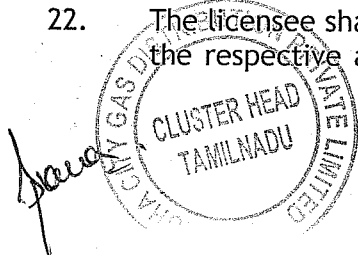
THE PROJECT DIRECTOR
NHAI-PIU-KARAIKUDI
B. ARUN PRASAD
DGM(T) & Project Director
National Highways Authority of India
PIU - KARAIKUDI

Annexure-I**Conditions to be enclosed/incorporated in the approval letter for permission for laying of Gas Pipeline**

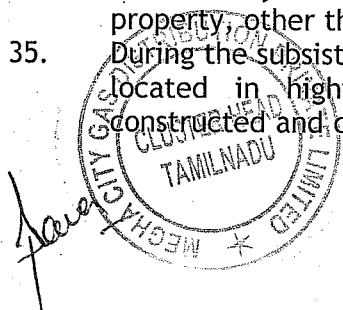
1. The Gas pipe line shall be located as close to the extreme edge of the right-of-way as possible but not less than 15 meter from the centre-lines of the nearest carriageway.
2. The Gas pipe line shall not be permitted to run along the National Highways when the road formation is situated in double cutting. Nor shall these be laid over the existing culverts and bridges without the prior approval of NH/Government of India.
3. The Gas pipe line shall be so placed that at no time there is interference with the maintenance of the National Highways.
4. These should be so laid that their top is at least 0.6 meter below the ground level so as not to obstruct drainage of the road land.
5. The authority/ owner of the under ground utility shall ensure that laying Gas pipe line should not have any deleterious effects on any of the bridge components and roadway safety for traffic.
6. The lines shall cross the National Highways preferably on a line normal to it or as nearly so as practicable.
7. Crossings shall not be too near the existing structures on the National Highway, the minimum distance being 15 meter.
8. The Gas pipe line is permitted to cross the National Highway, either encased in pipes or through structure of conduits specially built for that purpose at the expense of the agency owning the line. Existing drainage structures shall not be allowed to carry the lines across.
9. The casing pipe (or conduit pipe in the case of electric cable) carrying the Gas pipe line shall be of steel, cast iron, or reinforced cement concrete and have adequate strength and be large enough to permit ready withdrawal of the carrier pipe/cable. Ends of the casing/conduit pipe shall be sealed from the outside, so that it does not act as a drainage path.
10. The casing/conduit pipe should, as minimum extend from drain to drain in cuts and toe of slope toe of slope in the fills.
11. The top pf the casing/conduit pipe should be at least 1.2 meter below the surface of the road subject to being at least 0.3 m below the drain inverts.
12. The casing/conduit pipe may be installed under the road embankment either by boring or digging a trench. Installation by boring method shall only be permitted where the existing road pavement is of cement concrete or dense bituminous concrete type.
13. The casing/conduit pipe shall be installed with an even bearing throughout its length and in such a manner as to prevent the formation of a Gasway along it.
14. Open trenching method. (May be allowed in utility corridor only where pavement is neither cement concrete nor dense bituminous concrete type)
 - (a) The sides of the trench should be done as nearly vertical as possible. The trench width should be at least 30 cm, but not more than 60 cm wider than the outer diameter of the pipe.
 - (b) Filling of the trench shall conform to the specifications contained herein below.
 - (c) Bedding shall be to a depth of not less than 30 cm. It shall consist of granular material, free of lumps, clods and cobbles and graded to yield a firm surface without sudden change in the bearing value.



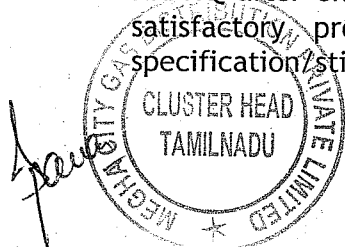
- Unsuitable soil and rock edged should be excavated and replaced by selected material.
- (d) The backfill shall be completed in two stages (i) side - fill to the level of the top of the pipe and (ii) overfill to the bottom of the road crust.
 - (e) The sidefill shall consist of granular material laid in 15 cm layers each consolidated by mechanical tampering and controlled addition of moisture to 95% of the Proctor's Density. Overfill shall be compacted to the same density as the material that had been removed. Consolidation by saturation or ponding will not be permitted.
 - (f) The road crust shall be built to the same strength as the existing crust on either side of the trench or to thickness and specifications stipulated by the Highways Authority. Care shall be taken to avoid the formation of a dip at the trench.
 - (g) The excavation shall be protected by flagman, signs and barricades, and red lights during night hours.
15. If needed, a diversion shall be constructed at the expense of agency owning the Gas pipe line.
 16. Prior approval of the NH shall be obtained before undertaking any work of installation, shifting or repairs, or alterations to the Gas pipe line located in the National highway right-of-ways.
 17. Expenditure, if any, incurred by the Highway Authority for repairing any damage caused to the National Highway by the laying, maintenance or shifting of the Gas pipe line will be borne by the agency owning the Gas pipe line.
 18. If the NH considers it necessary in future to move the Gas pipe line for any work of improvement of repairs to the road, it will be carried out as desired by the Highway Authority at the cost of the agency owning the Gas pipe line within a reasonable time (not exceeding 60 days) of the intimation given.
 19. The licensee shall ensure making good the excavated trench for laying Gas pipeline by proper filling and compaction, so as to restore the land in to the same conditions as it was before digging the trench, clearing debris/loose earth produced due to execution of trenching at least 50m away from the edge of the right of way.
 20. The licensee shall furnish a Bank Guarantee to the NH @ Rs100/- per running meter (parallel to NH) and Rs1,00,000/- per crossing of NH, for a period of one year initially (extendable if required till satisfactory completion of work) as a security for ensuring/making good the excavated trench for laying the cables/ducts by proper filling and compaction, clearing debris/loose earth produced due to execution of trenching at least 50m away from the edge of the right of way. No payment shall be payable by the NH to the licensee for clearing debris/loose earth.
 21. In case the work contemplated herewith is not completed to the satisfaction of the NH, which has granted the permission, within a period of 11 months from the date of issue of the bank guarantee, the licensee shall either furnish a fresh guarantee or extend the guarantee for a further period of one year. In case of the licensee failing to discharge the obligation of making good the excavated trench, the NH shall have a right to make good the damages caused by excavation, at the cost of the licensee and recover the amount by invoking the bank guarantee furnished by the licensee.
 22. The licensee shall shift the Gas pipe line within 60 days (or as specified by the respective agency/owner) from the date of issue of the notice by the



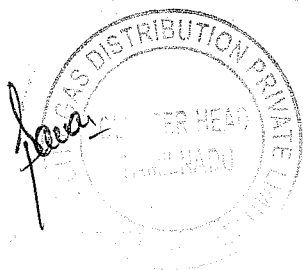
- NH / Govt. of India to shift/relocate the Gas pipe line, in case it is so required for the purpose of improvement/widening of the road/route/highway or construction of flyover/bridges and restore the road/land to its original condition at his own cost and risk.
23. Regarding the location of other cables, underground installation/utilities etc, the licensee shall be responsible to ascertain from the respective agency in coordination with NH. The licensee shall ensure the safety and security of already existing cables/underground installation/utilities facilities etc. before commencement of the excavation.
 24. The licensee shall be solely responsible/ liable for full compensation/indemnification of concerned agency/aggrieved owner for any direct, indirect or consequential damage caused to them/claims or replacement sought for, at the cost and risk of the licensee. The concerned agency in co-ordination with NH shall also have a right to make good such damages/recover the claims by way of invoking of Bank Guarantee furnished by the licensee.
 25. If the licensee fails to comply with the condition 22 and 23 above to the satisfaction of the NH, the same shall be got executed by the NH at the risk and cost of the licensee.
 26. The licensee shall procure insurance from reputed insurance company against damages to already existing cables/underground installation/utilities/facilities etc during trenching.
 27. The licensee has to cross the NH by horizontal drilling method (trenchless technology only). In case any damage is caused to the road pavement in this process, the licensee will be required to restore the same to the original condition at his own cost.
 28. No trenching will be done on pucca road, boring method will be used in pucca road and Gas pipe line will be laid at the extreme edge of the road in the non-BT surface only.
 29. The licensee shall inform/give a notice to the NH / Govt. of India or its authorized agency at least 15 days in advance with route details prior to digging trenches for fresh or maintenance/repair work. A separate work plan and a separate performance Bank Guarantee @ Rs100/- per meter length for maintenance/ repair work shall have to be furnished by the licensee.
 30. 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 NH.
 31. The licensee shall indemnify the concerned agency in co-ordination with NH, against all damages and claims, if any, due to the digging of trenches for laying Gas pipe line.
 32. The NH has a right to terminate the permission or to extend the period of agreement. In case the licensee wants shifting, repairs or alteration to Gas pipe line, he will have to furnish a separate bank guarantee.
 33. The licensee shall not without prior permission in writing from the NH / Govt. of India or its authorized agency undertake any work of shifting, repairs or alterations to the said Gas pipeline.
 34. 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.
 35. During the subsistence of this agreement, the laying of Gas PipeLine /ducts located in highway land/property shall be deemed to have been constructed and continued only by the consent and permission of the NH so

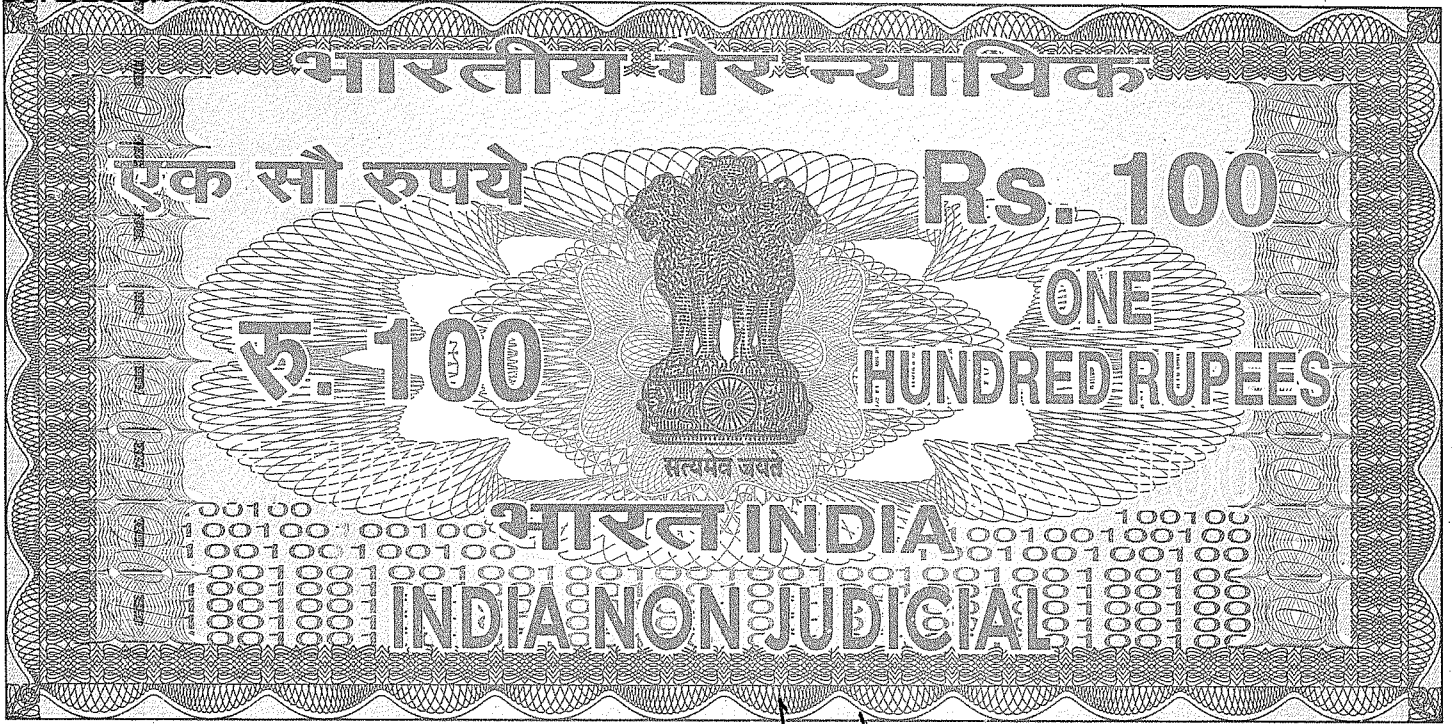


- that the right of the licensee to the use thereof shall not become absolute and indefeasible by laps of time.
36. The licensee shall bear the stamp duty charged for the agreement.
 37. The Gas pipe line shall not be brought in to use by the licensee unless a completion certificate to the effect that the laying of Gas Pipeline 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.
 38. Notwithstanding anything NH contained herein this agreement may be cancelled at any time by the or breach of any condition of the same and the licensee shall neither be entitled to any compensation for any loss caused to it by such cancellation nor shall it be absolved from any liability already incurred.
 39. The licensee shall have to provide barricading, danger lighting and other necessary caution boards while executing the work and during maintenance.
 40. If any traffic diversion works are found necessary during the working period such diversion shall be provided at the cost of licensee.
 41. After the termination/expiry of the agreement, the licensee shall remove the Gas pipe line within 60 days and the site shall be brought back to the original condition failing which the licensee will lose the right to remove the cables/ducts. However, before taking up the work of removal of Gas pipe line the licensee shall furnish a bank guarantee to the owner for a period of one year for an amount assessed by the owner for making good the excavated trench by proper filling and compaction, clearing debris, loose earth produced due to excavation of trenching at least 50m away from the edge of the right of way.
 42. If NH is required to do some emergent work the licensee will provide an observer within 24 hours. NH will not be responsible for any damage of any kind by what so ever means natural or otherwise.
 43. The enforceability of the Right-of Way permission granted here in shall be restricted to the extent of provisions/scope of service contained/defined in the license agreement and for the purpose for which it is granted. Either by content or by intent, the purpose extending this Right-of Way facility is not to enhance the scope.
 44. Strict compliance of the following by the Divisional Engineer:
 - a) If the licensee fails to inform the commencement of laying of Gas pipe line 15 days before the actual start of the work at site the agreement should be null and void.
 - b) It is to be intimated to the HQ that, actual work has already been started at the site as per the provision of the agreement and the conditions stipulated in the Ministry Circular No. Ministry Circular No. NH-41 (58)/68 dated 31.1.1969, Ministry Circular No. NH-III/P/66/76 dated 18/19.11.1976, Ministry Circular No. RW/NH-III/P/66/76 dated 11.5.1982, Ministry Circular No. RW/NH-11037/1/86-DOI (ii) dated 28.7.1993, Ministry Circular No. RW/NH-11037/1/86/DOI dated 19.1.1995, Ministry Circular No. RW/NH-34066/2/95/ S&R dated 25.10.1999 and Ministry Circular No. RW/NH-34066/7/2003 S&R (B) dated 17.9.2003 and Ministry Circular No. RW/NH-33044/29/2015-S&R (R) dated 22.11.2016.
 - c) An interim execution progress report /status report shall be submitted to NH HQ after one month of the start of the work at site, regarding the satisfactory progress of the laying of Gas pipe, as per the specification/stipulation and the alignment as approved.



- d) The final completion certificate shall be issued/submitted by DE to the HQ to the effect that, the work has been completed to the entire satisfaction of the Divisional Engineer and there were no violation of any condition / stipulation contained in the agreement, Ministry Circular No. NH-III/P/66/76 dated 18/19.11.1976, Ministry Circular No. RW/NH-III/P/66/76 dated 11.5.1982, Ministry Circular No. RW/NH-11037/1/86-DOI (ii) dated 28.7.1993, Ministry Circular No. RW/NH-11037/1/86/DOI dated 19.1.1995, Ministry Circular No. RW/NH-34066/2/95/ S&R dated 25.10.1999 and Ministry Circular No. RW/NH-34066/7/2003 S&R (B) dated 17.9.2003 and Ministry Circular No. RW/NH-33044/29/2015-S&R (R) dated 22.11.2016(Same for Both NH /NHAI)
- e) To obtain a performance bank guaranty @ Rs. 100/- per running meter of NH and Rs.1,00,000/- per crossing of NH from the licensee to safe guard the interest of NH.
- f) A register of records of the permissions accorded has to be maintained by the DE in the prescribed proforma (copy enclosed)
- g) Divisional Engineer is authorized to sign an agreement (IN ACCORDANCE WITH THE MODEL AGREEMENT) with the applicant, on behalf of NH.





தமிழ்நாடு தமிழ்நாடு TAMILNADU

01/12/2022

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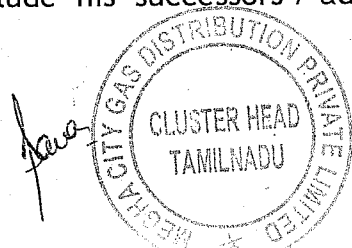
M/s. Megha City Gas
Distribution Private Limited
Trichy.

ப. பன்னீர்செல்வம்
முத்திரைத்தாள் விற்பலையாளர்
உரியம் எண் : 33/2008/சேராடு.

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

Agreement to lay Telecom / OFC cable /electrical cable / Gas Pipe line/ ducts etc, in NH-336 along the road from Km.28/893 to Km.33/600 (RHS) of (Pudukkottai - Trichy Section) in Tamilnadu State for a total length of 4.707 Kms in National Highways, Karaikudi.

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, M/s. Megha City Gas Distribution Private Limited, 2nd Floor, No.7/1, Raj Tower, Karur By-Pass Road, Trichy - 620002, Tamil Nadu, 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.



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Whereas the Authority is responsible, inter-alia, for development and maintenance of lands in NH-336 along the road from Km.28/893 to Km.33/600 (RHS) of (Pudukkottai - Trichy Section) in Tamilnadu State for a total length of 4.707 Kms in National Highways, Karaikudi.

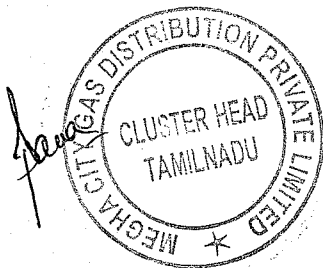
Whereas the Licensee Proposes to lay Telecom cable / OFC cable / electrical cable/Gas Pipe line / ducts etc., referred to as utility services in subsequent paras.

Whereas the Licensee has applied to the Authority for permission to lay utility services in NH-336 along the road from Km.28/893 to Km.33/600 (RHS) of (Pudukkottai - Trichy Section) in Tamilnadu State for a total length of 4.707 Kms in National Highways, Karaikudi.

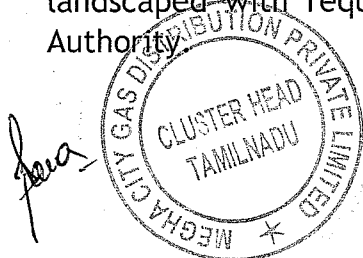
And whereas the Authority has agreed to grant such permission for way leave on the NH RoW as per terms and conditions hereinafter mentioned.

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

1. Row permissions are only enabling in nature. The purpose of extending the way leave facility on the National Highway. Row is not for enhancing the scope of activity of a utility service provider, either by content or by intent. Further, enforceability of the permission so granted shall be restricted only to the extent of provisions / scope of activities defined in the license agreement & for the purpose for which it is granted.
2. No Licensee shall claim exclusive right on the Row and any subsequent user will be permitted to use the Row, either above or below, or by the side of the utilities laid by the first user, subject to technical requirements being fulfilled, Decision of the Authority in relation to fulfilment of technical requirements shall be final and Binding on all concerned parties. In case any disruption / damage is caused to any existing user by the subsequent user, the Authority shall not be held accountable or liable in any manner.
3. The Licensee shall be responsible for undertaking all activities including, but not limited to site identification, survey, design, engineering, arranging, finance, project management, obtaining regulatory approvals & necessary clearances, supply of equipment material, construction, erection, testing and commissioning, maintenance and operation and all other activities essential or required for efficient functioning of their own utility industrial infrastructure facilities.

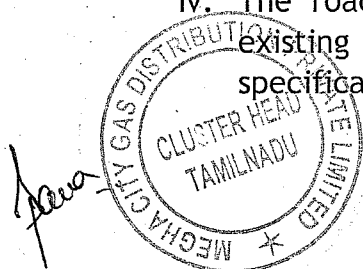


4. The Licensee shall pay license fees @ Rs./sq m/month to the Authority. The Licensee fee shall become payable from the date of handing over of Row land to the Licensee, for laying of utilities/ cables /conduits/pipelines for infrastructure/ service provider. As regards Tariff and Terms and conditions for providing common utility ducts along National Highways, there shall be a separate agreement regime.
5. Fee shall have to be paid in advance for the period for which permission is granted for entering into a license agreement. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @15% per annum compounded annually.
6. Present policy of the MoRT&H is to provide a 2.00 m a wide utility corridor on either side of the extreme edge of Row. In cases where utility ducts with sufficient space are already available along NH, the utility services shall be laid in such ducts subject to technical requirements being fulfilled.
7. The Utility services shall be laid at the edge of the RoW. In case of restricted width of ROW, which may be adequate only to accommodate the carriageway, central verge, shoulders, slopes of embankment, drains, other road side furniture etc: the utility services shall be laid beyond the toe line of the embankments and clear of the drain.
8. The Licensee shall make his own arrangement for crossing of cross drainage structure, rivers, etc. below the bed. In case, this is not feasible, the utility services may be carried outside the railings/ parapets and the bridge superstructure. The fixing and supporting arrangement with all details shall be required to be approved in advance from the concerned Highway Administration. Additional cost on account of fixing and supporting arrangement as assessed by the authority shall be payable by the Licensee.
9. In exceptional cases, where ROW is restricted the utility services can be allowed beneath the carriageway of service road, if available, subject to the condition that the utility services be laid in concrete ducts, which will be designed to carry traffic on top. The width of the duct shall not be less than one lane. In such cases, it also needs to ensure that maintenance of the utility services shall not interfere with the safe and smooth flow of traffic. The cost of operation and maintenance will have to be borne by the Licensee.
10. It is to be ensured that at no time there is interference with the drainage of the road land and maintenance of the National Highways. Towards this, the top of the utility services shall be at least 0.6 metre below the ground level. However any structure above ground shall be aesthetically provided for / landscaped with required safety measures as directed by the concerned Authority.

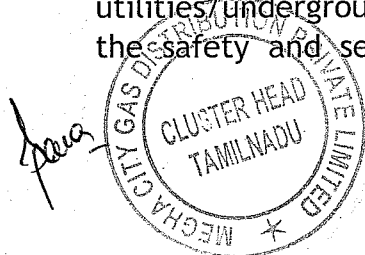


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11. The utility services shall be permitted to cross the National Highway either through structure or conduits specially built for that purpose. The casing /conduit pipe should, as minimum, extend from drain to drain in cuts and toe of slope to toe of slope in the fills and shall be designed in accordance with the provision of IRC and executed following the specifications of the Ministry.
12. Existing drainage structures shall not be allowed to carry the lines across.
13. The top of the casing/conduit pipe containing the utility services to cross the road shall be at least 1.2m below the top of the sub grade or the existing ground level whichever is lower, subject to being at least 0.3m below the drain inverts. A typical sketch showing the clearances is given in Attachment-I.
14. The utility services shall cross the National Highway preferable on a line normal to it or as nearly so as practicable.
15. The casing/conduit pipe for crossing the road may be installed under the road embankment either by boring or digging a trench. Installation by boring method shall be preferred.
16. In case of trenching, the sides of the trench should be done as nearly vertical as possible. The trench width should be at least 30cm. but not more than 60cms wider than the outer diameter of the pipe. Filling of the trench shall conform to the specifications contained here-in-below or as supplied by the Highway Authority.
 - i. Bedding shall be to a depth not less than 30cm. it shall consist of granular material, free of lumps, clods and cobbles, and graded to yield a firm surface without sudden change in the bearing value. Unsuitable soil and rock edges should be excavated and replaced by selected material.
 - ii. The backfill shall be completed in two stages (i) side-fill to the level of the top of the pipe (ii) Overfill to the bottom of the road crust.
 - iii. The side fill shall consist of granular material laid in 15cm. Layers each consolidated by mechanical tamping and controlled addition of moisture to 95% of the Proctor's Density. Overfill shall be compacted to the same density as the material that has been removed. Consolidation by saturation or ponding will not be permitted.
 - iv. The road crust shall be built to the same strength as the existing crust on either side of the trench or to thickness and specifications stipulated by the highway Authority.

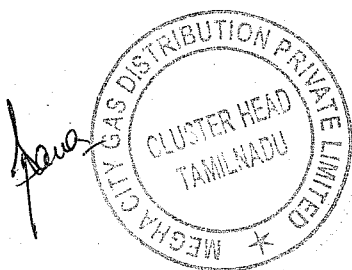


17. The Licensee shall ensure making good the excavated trench for laying utility services by proper filling and compaction, so as to restore the land in to the same condition as it was before digging the trench, clearing debris/loose earth produced due to execution of trenching at least 50m away from the edge of the right of way.
18. All required restoration work subsequent to laying of the cable shall be required to be undertaken by the Licensee at its cost either by itself or through its authorized representative in consultation with the authority as per predetermined time schedule and quality standards.
19. Prior to commencement of any work on the ground, a performance Bank guarantee @Rs. Per route metre /Rs per sq m with a validity of one year initially (extendable if required till satisfactory completion of work) shall have to be furnished by the Licensee to the Authority its designated agency as a security against improper restoration of ground in terms of filling / unsatisfactory compaction damages caused to other underground installations utility services & interference, interruption, disruption, or failure caused thereof any services etc. in case of licensee failing to discharge the obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee.
20. In case, the Performance Bank guarantee is invoked as mentioned above, the Licensee shall be required to replenish and reinstate the required Performance Bank Guarantee within one month of such invoking. In case the work contemplated herein is not completed to the satisfaction of the Authority, which has granted the permission, within a period of 11 months from the date of issue of the Bank Guarantee, the Licensee shall either furnish a fresh guarantee or extend the guarantee for a further period of one year. Notwithstanding this, the Licensee shall be liable to pay full compensation to the aggrieved Authority/its designated agency for any damage sustained by them by reason of the exercise of the RoW facility.
21. The Licensee shall shift the utility services within 90 days (or as specified by the respective authority) from the date of issue of the notice by the concerned authority to shift/relocate the utility services, in case it is so required for the purpose of improvement/widening of the road/route/highway or construction of flyover/bridge and restore the road/land to its original condition at his own cost and risk.
22. The Licensee shall be responsible to ascertain from the respective agency in co-ordination with Authority, regarding the location of other utilities/underground installations/facilities etc. The Licensee shall ensure the safety and security of already existing underground installations /

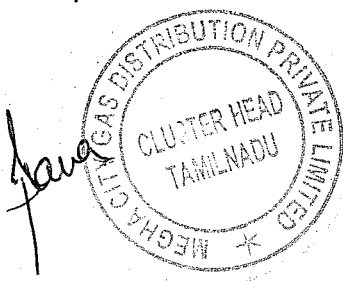


utilities / facilities etc. before commencement of the excavation /using the existing cable ducts. The Licensee shall procure insurance from a reputed insurance company against damages to already existing underground installations/utilities/facilities etc.

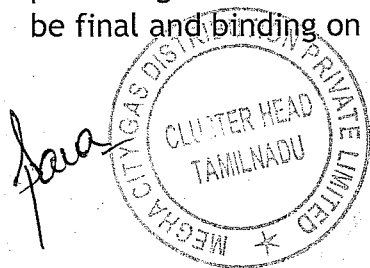
23. The Licensee shall be solely responsible / liable for full compensation/indemnification of concerned agency / aggrieved Authority for any direct, indirect or consequential damage caused to them / claims or replacements sought for, at the cost and risk of the Licensee. The concerned agency in co-ordination with Authority shall also have a right make good such damages/recover the claims by forfeiture of Bank Guarantee.
24. If the licensee fails to comply with any condition to the satisfaction of the Authority, the same shall be executed by the Authority at the cost and risk of the Licensee.
25. Grant of Licensee is subject to the Licensee satisfying (a) minimum disruption of traffic and (b) no damage to the highways. As far as possible, the Licensee should avoid cutting of the road for crossing highway, and other roads and try to carry out the work by trenchless technology. In case any damage is caused to the road pavement in this process, the Licensee will be required to restore the road to the original condition at its cost. If due to unavoidable reasons the road needs to be cut for crossing or laying utility services, the Licensee has to execute the restoration work in a time bound manner at its cost either by itself or through its authorised representative in consultation with the Authority as per predetermined time schedule and quality standards. In case of the Licensee failing to discharge the obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee.
26. The Licensee shall inform/give a notice to the concerned agency designated by the Authority at least 15 day in advance with route details prior to digging trenches, for fresh or maintenance/repair works. A separate performance Bank guarantee for maintenance/repair works shall have to be furnished by the Licensee.
27. Each day, the extent of digging the trenches should be strictly regulated so that utility services is laid and trenches filled up before the close of the work that day, filling should be completed to the satisfaction of the concerned agency designated by the Authority.



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



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



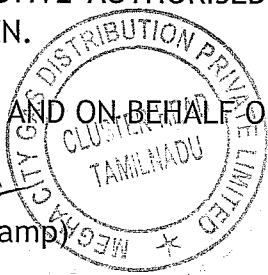
43. For PPP Projects, in case of any financial loss incurred by the respective project concessionaires due to such laying/shifting of utility services by the Licensee, compensation for the same shall be required to be borne by the Licensee in Mutual agreement with the respective project concessionaires. MoRT&H/NHAI/implementing authorities for the project shall not be liable to the concessionaire in any way in this regard.

This agreement has been made in duplicate, each on a stamp paper, each Party to this Agreement has retained one stamped copy each.

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

SIGNED SEALED AND DELIVERED FOR AND ON BEHALF OF AUTHORITY.

BY SHRI S. S. Pavan Kumar
(Signature, name & address with stamp)



SIGNED ON BEHALF OF M/S. MEGHA CITY GAS DISTRIBUTION PRIVATE LIMITED, 2nd FLOOR, NO.7/1, RAJ TOWER, KARUR BY-PASS ROAD, TRICHY - 620002, TAMIL NADU, (LICENSEE)

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

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

1. S. E. Sakkinathan
(S. E. SAKKINATHAN)

2. R. Subramanian
(R. Subramanian)



தமிழ்நாடு தமில்நாடு TAMILNADU 01/12/2022

DA 187144

M/s. Megha City Gas
Distribution Private Limited
Trichy.

P. பன்னீர்செல்வம்
முத்திரைத்தாள் அப்படினாயாளர்
உரிமம் எண் : 33/2008/கோடு.

Annexure-V

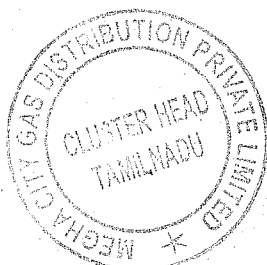
UNDERTAKING

We, M/s. Megha City Gas Distribution Private Limited, 2nd Floor, No.7/1, Raj Tower, Karur By-Pass Road, Trichy - 620002, Tamil Nadu, Laying of Gas Pipeline in NH-336 along the road from Km.28/893 to Km.33/600 (RHS) of (Pudukkottai - Trichy Section) in Tamilnadu State for a total length of 4.707 Kms in National Highways, Karaikudi.

We here by undertake the Standard Conditions of NH Rules:

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

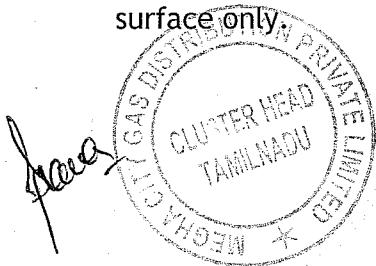
[Signature]



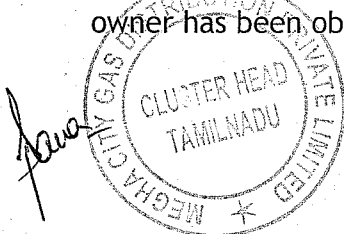
2. **Renewal of Bank Guarantee:** M/s. Megha City Gas Distribution Private Limited shall furnish a Bank Guarantee @ Rs100/- per running meter to the NH, for a period of one year initially (extendable if required till satisfactory completion of work) as a security for ensuring/making good the excavated trench for laying the cables/ducts by proper filling and compaction, clearing debris/loose earth produced due to execution of trenching at least 50m away from the edge of the right of way. No payment shall be payable by the NHAI to M/s. Megha City Gas Distribution Private Limited for clearing debris/loose earth. In case the work contemplated herewith is not completed to the satisfaction of the NH, which has granted the permission, within a period of 11 months from the date of issue of the bank guarantee, M/s. Megha City Gas Distribution Private Limited shall either furnish a fresh guarantee or extend the guarantee for a further period of one year. In case of M/s. Megha City Gas Distribution Private Limited failing to discharge the obligation of making good the excavated trench, the NH shall have a right to make good the damages caused by excavation, at the cost of M/s. Megha City Gas Distribution Private Limited and recover the amount by invoking the bank guarantee furnished by M/s. Megha City Gas Distribution Private Limited.

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

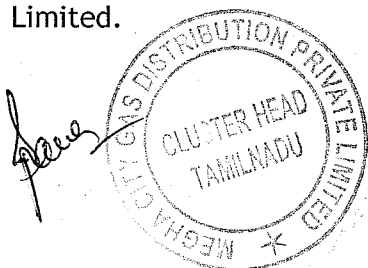
- (i) The period of validity of Way permission shall be co-terminus with the validity of licensee given by the Ministry of Communications / DoT.
- (ii) The cable shall be laid at the edge of the right of way within 2m utility corridors.
- (iii) The top of the casing conduit pipe containing the cables shall be at least 1.20m below the surface of the road subject to being at least 0.3m below the drain inverts.
- (iv) The licensee has to cross the NH by horizontal drilling method (trenchless technology only). In case any damage is caused to the road pavement in this process, M/s. Megha City Gas Distribution Private Limited will be required to restore the same to the original condition at his own cost.
- (v) Existing CD works shall not be allowed for laying the Gas Pipeline and shall be Acrossed by HDD method only.
- (vi) No trenching will be done on link road, boring method will be used in link road and cable will be laid at the extreme edge of the road in the non-BT surface only.



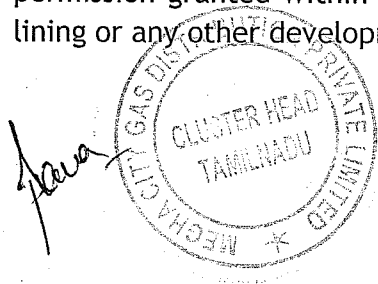
- (vii) The licensee shall inform/give a notice to the NH or its authorized agency at least 15 days in advance with route details prior to digging trenches for fresh or maintenance/repair work. A separate work plan and a separate performance Bank Guarantee @ Rs100/- per meter length for maintenance/repair work shall have to be furnished by M/s. Megha City Gas Distribution Private Limited.
- (viii) 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 NH.
- (ix) The Licensee shall indemnify the concerned agency in co-ordination with NH, against all damages and claims, if any, due to the digging of trenches for laying cables/ducts.
- (x) The NH has a right to terminate the permission or to extend the period of agreement. In case the M M/s. Megha City Gas Distribution Private Limited wants shifting, repairs or alteration to telecom cables/ducts, he will have to furnish a separate bank guarantee.
- (xi) The Licensee shall not without prior permission in writing from the NH or its authorized agency undertake any work of shifting, repairs or alterations to the said telecom cables/ducts.
- (xii) The permission granted shall not in any way be deemed to convey to M/s. Megha City Gas Distribution Private Limited any ownership right or any interest in route/road/highway/ land/ property, other than what is herein expressly granted.
- (xiii) During the subsistence of this agreement, the laying 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 NH so that the right of M/s. Megha City Gas Distribution Private Limited to the use thereof shall not become absolute and indefeasible by laps of time.
- (xiv) M/s. Megha City Gas Distribution Private Limited shall bear the stamp duty charged for the agreement.
- (xv) The telecom cables shall not be brought in to use by M/s. Megha City Gas Distribution Private Limited unless a completion certificate to the effect that the laying gas pipeline/ducts 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.



- (xvi) Notwithstanding anything NH contained herein this agreement may be cancelled at any time by the for breach of any condition of the same and M/s. Megha City Gas Distribution Private Limited shall neither be entitled to any compensation for any loss caused to it by such cancellation nor shall it be absolved from any liability already incurred.
- (xvii) The licensee shall have to provide barricading, danger lighting and other necessary caution boards while executing the work and during maintenance. If NH is required to do some emergent work M/s. Megha City Gas Distribution Private Limited will provide an observer within 24 hours. NH will not be responsible for any damage of any kind by what so ever means natural or otherwise.
- (xviii) The enforceability of the Right-of Way permission granted here in shall be restricted to the extent of provisions/scope of service contained/defined in the license agreement of the License with Department and for the purpose for which it is granted. Either by content or by intent, the purpose extending this Right-of Way facility is not to enhance the scope of M/s. Megha City Gas Distribution Private Limited.
- (xix) Shifting of OFC as and when required by NH: M/s. Megha City Gas Distribution Private Limited shall shift the gas pipeline/ducts within 90 days (or as specified by the respective agency/owner) from the date of issue of the notice by the NH to shift/relocate the cables/ducts, in case it is so required for the purpose of improvement/widening of the road/route/highway or construction of flyover/bridges and restore the road/land to its original condition at his own cost and risk
4. **Shifting due to 4 lining / widening of NH:** After the termination/expiry of the agreement, M/s. Megha City Gas Distribution Private Limited shall remove the cables/ducts within 90 days and the site shall be brought back to the original condition failing which the M/s. Megha City Gas Distribution Private Limited will lose the right to remove the gas pipeline/ducts. However, before taking up the work of removal of gas pipeline the M/s. Megha City Gas Distribution Private Limited shall furnish a bank guarantee to the owner for a period of one year for an amount assessed by the owner for making good the excavated trench by proper filling and compaction, clearing debris, loose earth produced due to excavation of trenching at least 50m away from the edge of the right of way.
5. **Traffic movement during lying of Gas pipeline to be managed by the applicant:** If any traffic diversion works are found necessary during the working period such diversion shall be provided at the cost of M/s. Megha City Gas Distribution Private Limited.



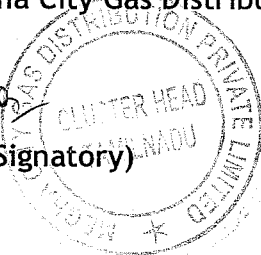
6. If any claim is raised by the concessionaire then the same has to be paid by the applicant: M/s. Megha City Gas Distribution Private Limited shall be solely responsible/ liable for full compensation/indemnification of concerned agency/aggrieved owner for any direct, indirect or consequential damage caused to them/claims or replacement sought for, at the cost and risk of M/s. Megha City Gas Distribution Private Limited. The concerned agency in co-ordination with NH shall also have a right to make good such damages/recover the claims by way of invoking of Bank Guarantee furnished by M/s. Megha City Gas Distribution Private Limited. If M/s. Megha City Gas Distribution Private Limited fails to comply with the condition 5 and 6 above to the satisfaction of the NH, the same shall be got executed by the NH at the risk and cost of the M/s. Megha City Gas Distribution Private Limited.
7. We, M/s. Megha City Gas Distribution Private Limited, 2nd Floor, No.7/1, Raj Tower, Karur By-Pass Road, Trichy - 620002, Tamil Nadu, hereby do undertake to furnish a Performance Bank Guarantee @100/- per meter for a period of one year initially (extendable if required till satisfactory completion of work) as a security against improper restoration of ground in terms of filling/unsatisfactory compaction/damages caused to other underground installation utility services & interference interruption, disruption of failure caused thereof to any services etc. In case, M/s. Megha City Gas Distribution Private Limited. Failing to discharge the obligation of making good the damages caused due to excavated trench, the NH shall have a right to make good the damages caused due to excavation at the cost of the M/s. Megha City Gas Distribution Private Limited and recover the amount by invoking the Bank Guarantee. In case the work contemplated is not completed to the satisfaction of NH, which has granted the permission, within a period of 11 months from the date of issue of the Bank Guarantee, M/s. Megha City Gas Distribution Private Limited shall either furnish a fresh guarantee or extend the guarantee for a further period of one year.
8. Not to damage to other utility, if damaged, then to pay the losses either to NH or to the concerned agency.
9. In case the work contemplated is not completed to the satisfaction of NH, which has granted the permission within a period of 11 months from the date of issue of the Bank Guarantees M/s. Megha City Gas Distribution Private Limited shall either furnish a fresh guarantee or extend the guarantee for a further period of one year.
10. We will relocate Gas pipelines/Utilities at our own cost, notwithstanding the permission granted within such time as will be stipulated by NH "for future four-lining or any other development."



11. We, M/s. Megha City Gas Distribution Private Limited, 2nd Floor, No.7/1, Raj Tower, Karur By-Pass Road, Trichy - 620002, Tamil Nadu, hereby undertake that "The existing avenue plantation is not affect due to the present proposed Gas Pipeline in NH-336 along the road from Km.28/893 to Km.33/600 (RHS) of (Pudukkottai - Trichy Section) in Tamilnadu State for a total length of 4.707 Kms in National Highways, Karaikudi.
12. We, M/s. Megha City Gas Distribution Private Limited, 2nd Floor, No.7/1, Raj Tower, Karur By-Pass Road, Trichy - 620002, Tamil Nadu, hereby undertake to adopt open trench method where the available width of ROW 15.00 m or more and trench less technology (HDD) where the available width of ROW is less than 15.00m.
13. We, M/s. Megha City Gas Distribution Private Limited, 2nd Floor, No.7/1, Raj Tower, Karur By-Pass Road, Trichy - 620002, Tamil Nadu, hereby undertake that the pay the fee/rent as mentioned in the Ministry's Guidelines Lr. No. RW/NH-33044/29/2015-S&R (R) dated 22.11.2016 as and when asked by NHAI.
14. We, M/s. Megha City Gas Distribution Private Limited, 2nd Floor, No.7/1, Raj Tower, Karur By-Pass Road, Trichy - 620002, Tamil Nadu, hereby undertake that the HDD method will be adopted for crossings of all cross roads at grade separators, at grade junctions and wherever required and in the build up areas as per the instructions of NHAI officials.
15. Lr. No. RW/NH-33044/29/2015-S&R (R) dated 22.11.2016 as and when asked by NH. Reference Circular issued by Ministry of Road Transport & Highways, GOI, Circular No. RW/NH-33044/29/2015-S&R (R) dated 22.11.2016. Where in, the last paragraph that "The Highway Administration Rules 2004 will be modified accordingly. This circular will come in to effect from the date of notification of the modified Highway Administration Rule" So we hereby give our constant to abide by the content of this circular from the date of its notification by NH, GOI and agree to pay the ground rent any other charges applicable for the section as applied by us.

For M/s. Megha City Gas Distribution Private Limited,

(Authorized Signatory)





தமிழ்நாடு தமில்நாடு TAMILNADU 01/12/2022

DA 187146

M/s. Megha City Gas
Distribution Private Limited/
Trichy.

ப. பஞ்சவர்ணம்
முத்திரைகள் விநியோகப்பாளர்
உரிமை எண்: 33/2008/பேரூ.
Annexure-VI

INDEMNITY BOND

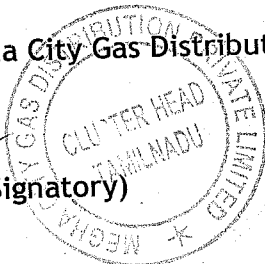
Name of Work : Laying of Gas Pipeline in NH-336 along the road from Km.28/893 to Km.33/600 (RHS) of (Pudukkottai - Trichy Section) in Tamilnadu State for a total length of 4.707 Kms in National Highways, Karaikudi.

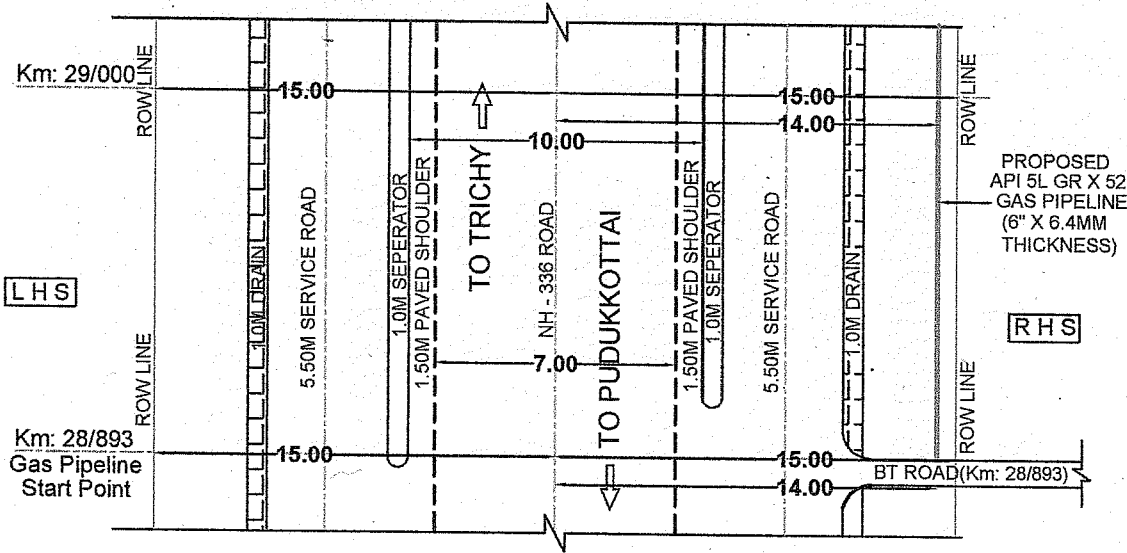
Indemnity against all damages and claims as per Sl. No. 5.6 of Checklist

We, M/s. Megha City Gas Distribution Private Limited, 2nd Floor, No.7/1, Raj Tower, Karur By-Pass Road, Trichy - 620002, Tamil Nadu do hereby indemnify Project Director, National Highways Authority of India, Project Implementation Unit binding ourselves to pay all the losses and claims in respect of laying of gas pipeline in NH-336 along the road from Km.28/893 to Km.33/600 (RHS) of (Pudukkottai - Trichy Section) in Tamilnadu State for a total length of 4.707 Kms in National Highways, Karaikudi or maintenance thereof and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof in relation there to. Failing such payments of claims in the above work we abide in accepting for recovery of such claims affected from any of our assets.

For M/s. Megha City Gas Distribution Private Limited,

(Authorized Signatory)





SHEET NO. START

B. ARUN PRASAD
DGM(T) & Project Director
National Highways Authority of India

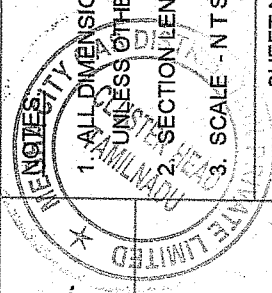
- LEGEND:**
- PIU - KARAISKUDI
 - PROPOSED GAS PIPE LINE
 - PROPOSED CHAMPER
 - BT ROAD
 - CENTER LINE OF CARRIAGEWAY
 - BOUNDARY (ROW)
 - BRIDGE / CULVERT

PUDUKKOTTAI TO TRICHY SECTION (NH - 336)
(Km: 28/893 TO Km: 29/000)

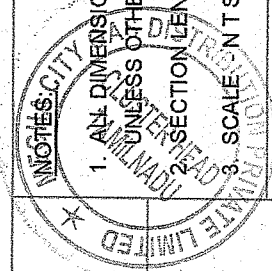
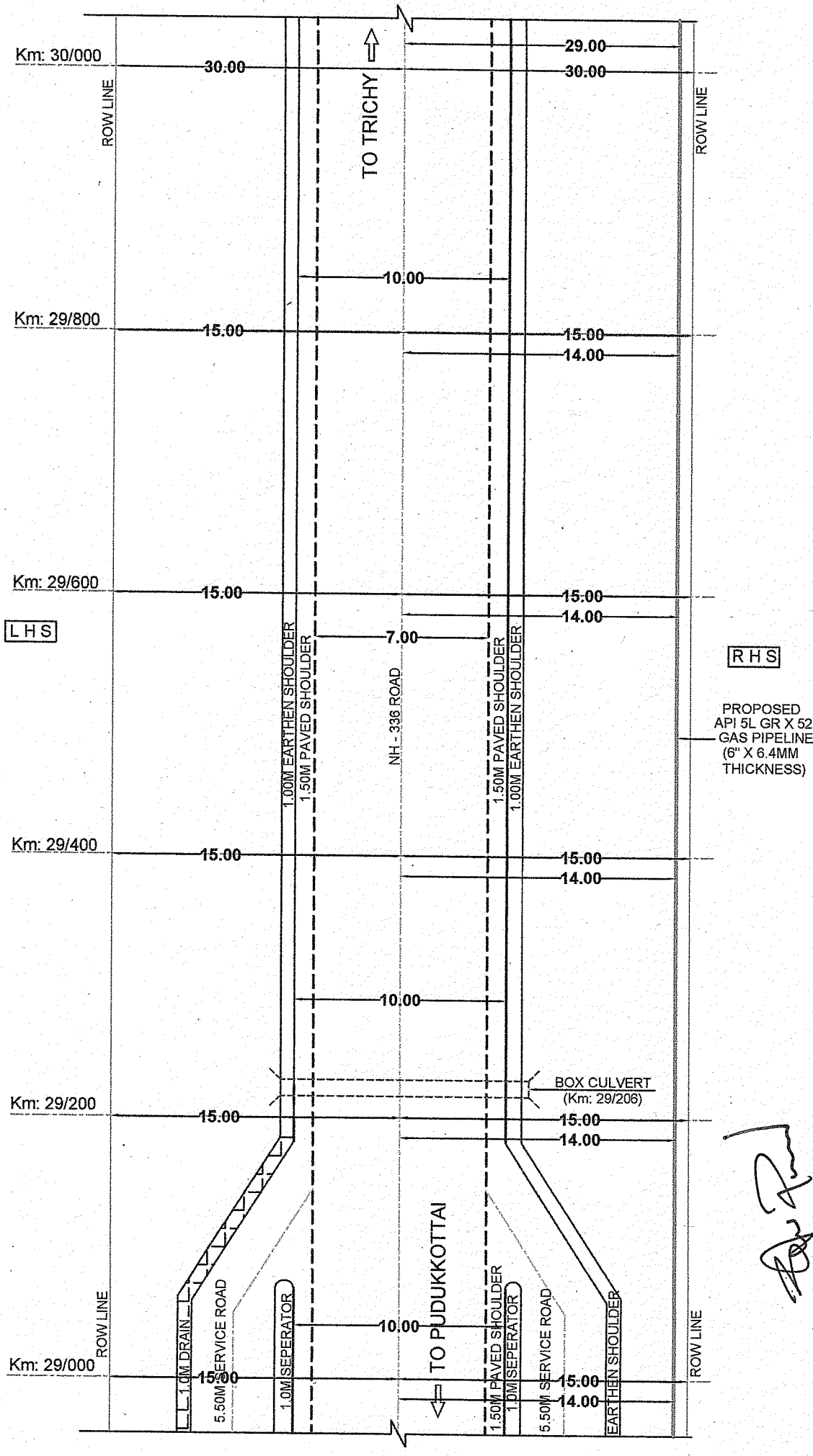
APPLICANT:



M/s. MEGHA CITY GAS DISTRIBUTION PRIVATE LIMITED
2nd Floor, No.7/1, Raj Tower, Karur By-Pass Road, Trichy - 620002, Tamil Nadu.



SHEET NO. 1 OF 6



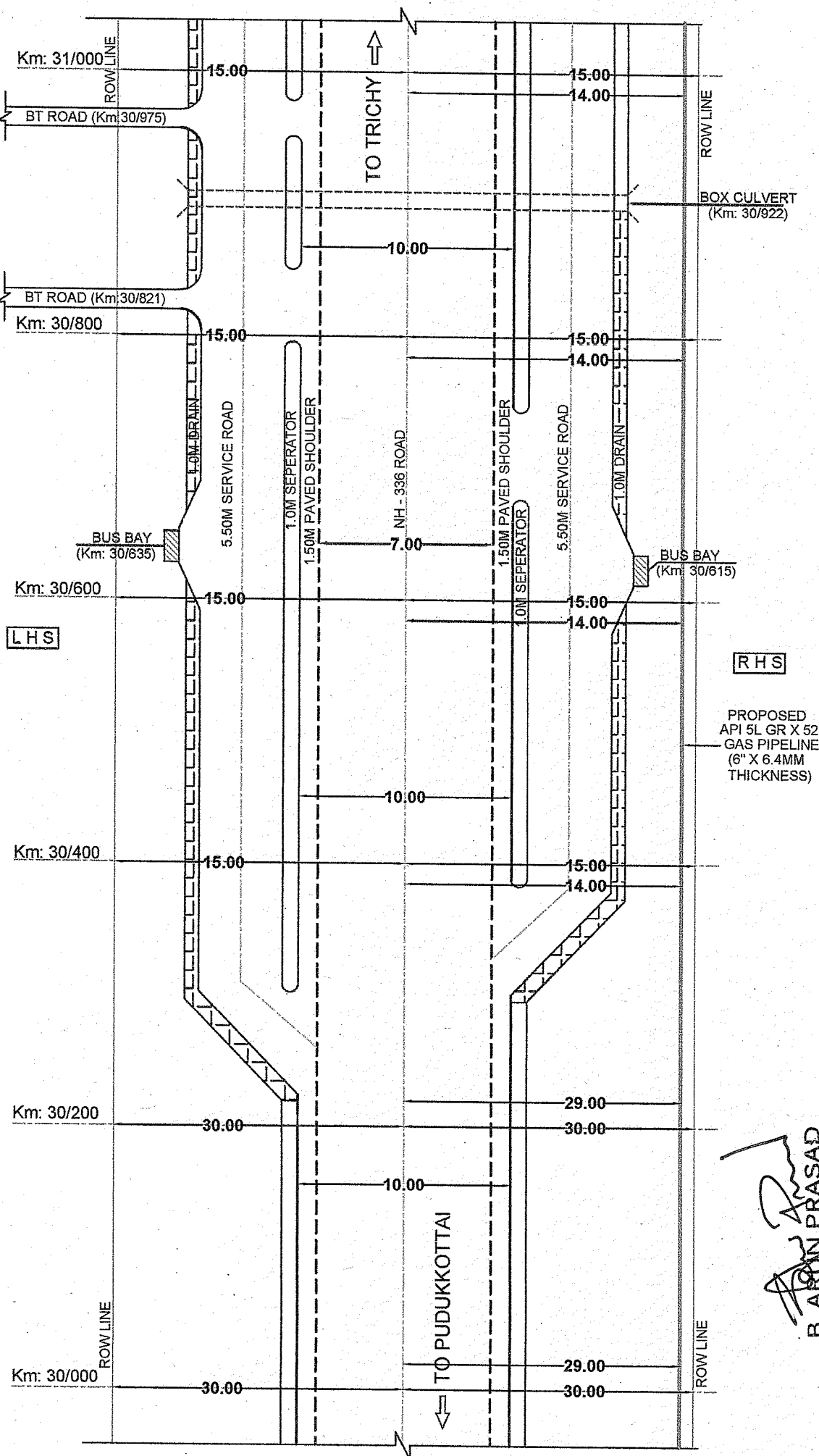
PUDUKKOTTAI TO TRICHY SECTION (NH - 336)

(Km: 29/000 TO Km: 30/000)

- LEGENT:
- DGM(T) & Project Director
 - National Highways Authority of India
 - PROPOSED CHAMBER
 - BT ROAD
 - CENTER LINE OF CARRIAGEWAY
 - BOUNDARY (ROW)
 - BRIDGE / CULVERT

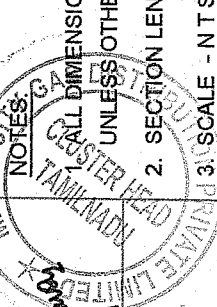
B. ARUN PRASAD

M/s. MEGHA CITY GAS DISTRIBUTION PRIVATE LIMITED
2nd Floor, No.7/1, Raj Tower, Karur By-Pass Road, Trichy - 620002, Tamil Nadu.



PUDUKKOTTAI TO TRICHY SECTION (NH - 336)

(Km: 30/000 TO Km: 31/000)



M/s. MEGHA CITY GAS DISTRIBUTION PRIVATE LIMITED
2nd Floor, No.71, Raj Tower, Karur By-Pass Road, Trichy - 620002, Tamil Nadu.

SHEET NO. 3 OF 6

LEGEND: DGM(T) & Project Director
National Highways Authority of India

- PROPOSED GAS PIPELINE

- PROPOSED CHAMPER

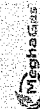
- BT ROAD

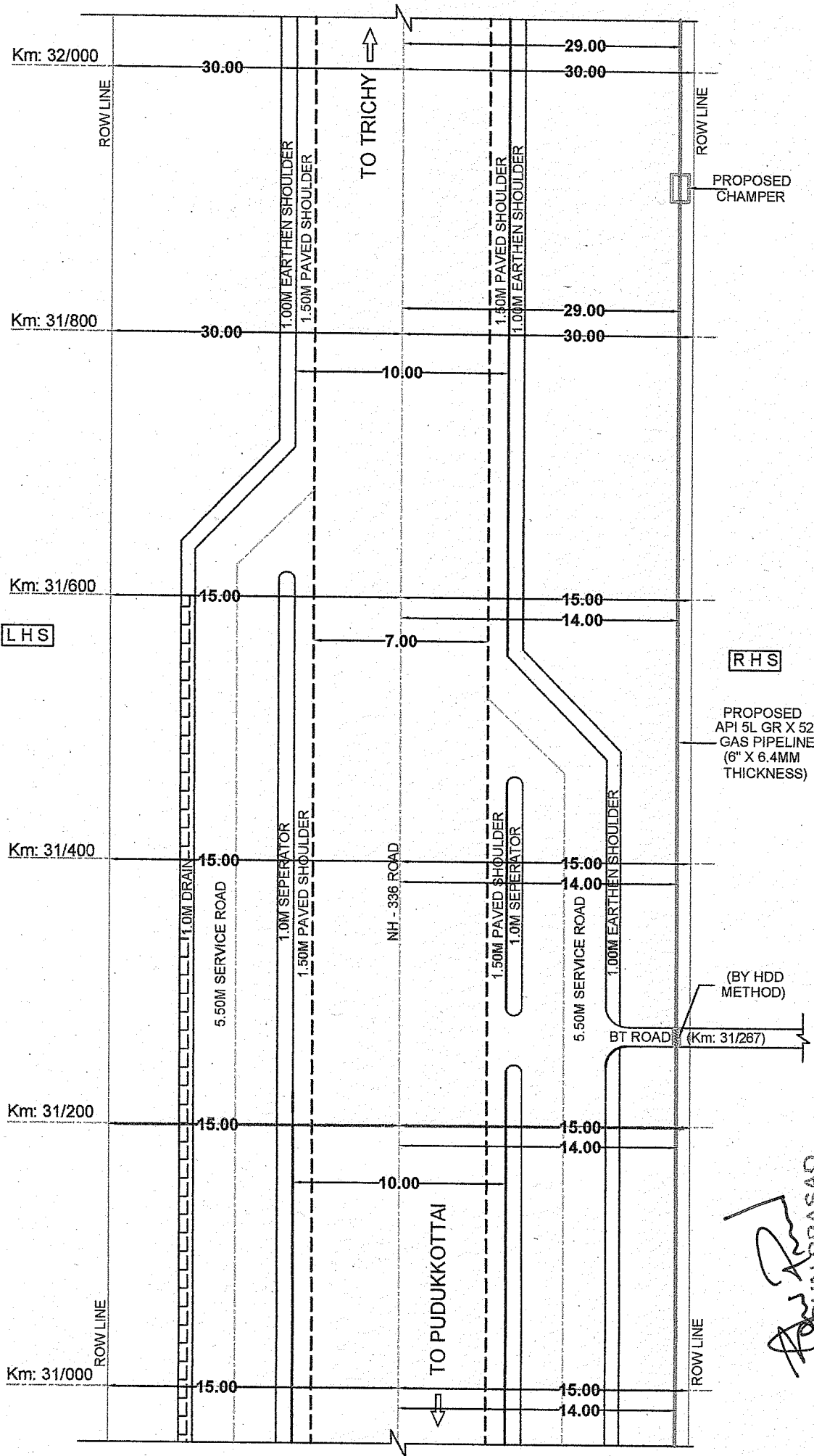
- CENTER LINE OF CARRIAGEWAY

- BOUNDARY (ROW)

- BRIDGE / CULVERT

APPLICANT:





LEGENT:

- PROPOSED CHAMPER
- BT ROAD
- CENTER LINE OF CARRIAGEWAY
- BOUNDARY (ROW)
- BRIDGE / CULVERT

APPLICANT:

M/s. MEGHA CITY GAS DISTRIBUTION PRIVATE LIMITED

2nd Floor, No.7/1, Raj Tower, Karur By-Pass Road, Trichy - 620002, Tamil Nadu.

NOTES:

- ALL DIMENSIONS ARE IN METERS
- UNLESS OTHERWISE SPECIFIED
- SECTION LENGTH - 1000m
- SCALE: 1:1000

MEGHA CITY GAS DISTRIBUTION PRIVATE LIMITED

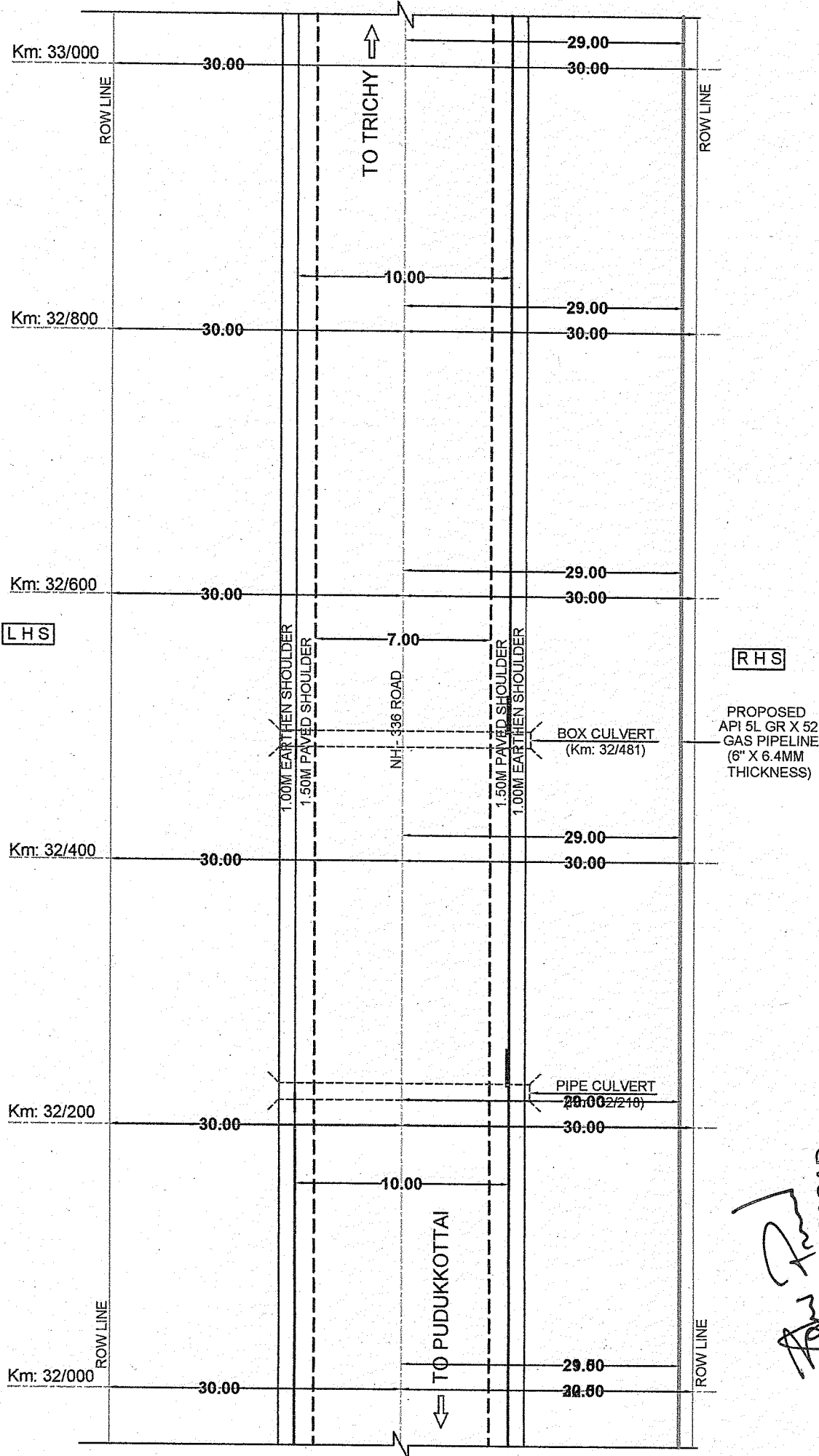
REGISTERED OFFICE

TAMIL NADU

PUDUKKOTTAI TO TRICHY SECTION (NH - 336)

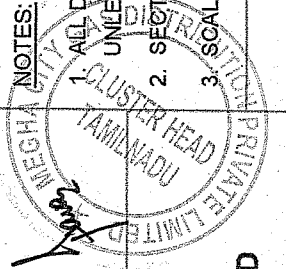
(Km: 31/000 TO Km: 32/000)

SHEET NO. 4 OF 6



NOTES:

1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED
2. SECTION LENGTH - 1000m
3. SCALE - N T S



PUDUKKOTTAI TO TRICHY SECTION (NH - 336)

(Km: 32/000 TO Km: 33/000)

APPLICANT:



M/s. MEGHA CITY GAS DISTRIBUTION PRIVATE LIMITED
 2nd Floor, No.7/1, Raj Tower, Karur By-Pass Road, Trichy - 620002, Tamil Nadu.

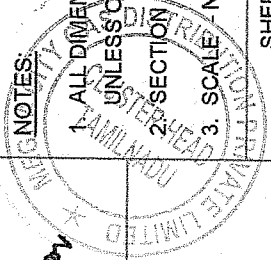
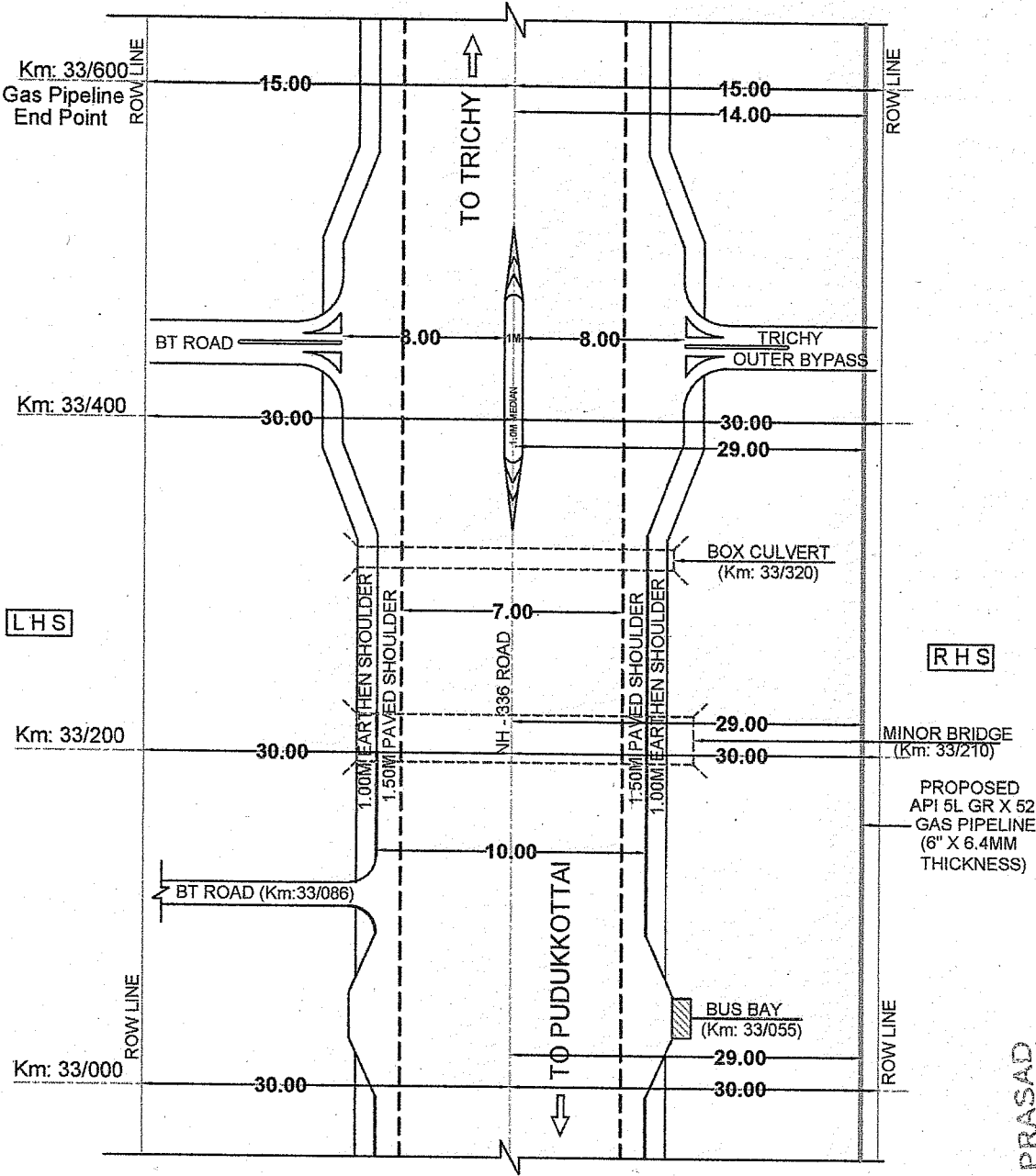
SHEET NO. 5 OF 6

LEGEND:

DGM(T) & Project Director
 National Highways Authority of India
 PUDUKKOTTAI TO TRICHY SECTION
 - PROPOSED CHAMPER

- BT ROAD
 - CENTER LINE OF CARRIAGEWAY
 - BOUNDARY (ROW)
 - BRIDGE / CULVERT

SHEET NO. END



PUDUKKOTTAI TO TRICHY SECTION (NH - 336)

(Km: 33/000 TO Km: 33/600)

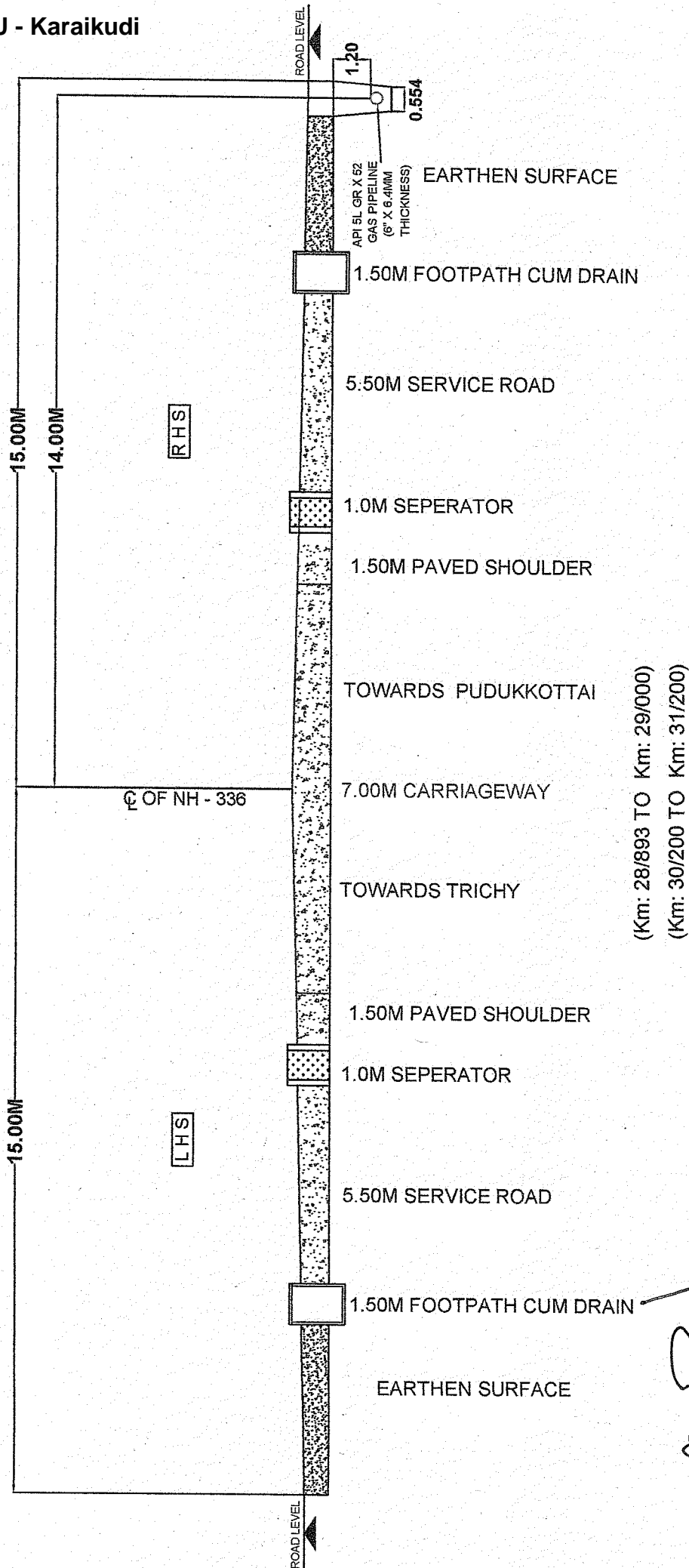
LEGEND:

- PROPOSED GAS PIPELINE
- PROPOSED CHAMPER
- BT ROAD
- CENTER LINE OF CARRIAGEWAY
- BOUNDARY (ROW)
- BRIDGE / CULVERT

APPLICANT:

APPLICANT:

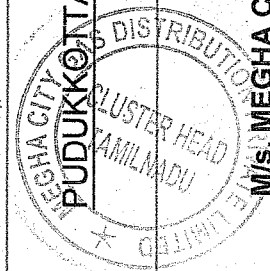
M/s. MEGHA CITY GAS DISTRIBUTION PRIVATE LIMITED
2nd Floor, No. 7/1, Raj Tower, Karur By-Pass Road, Trichy - 620002, Tamil Nadu.



TITLE:

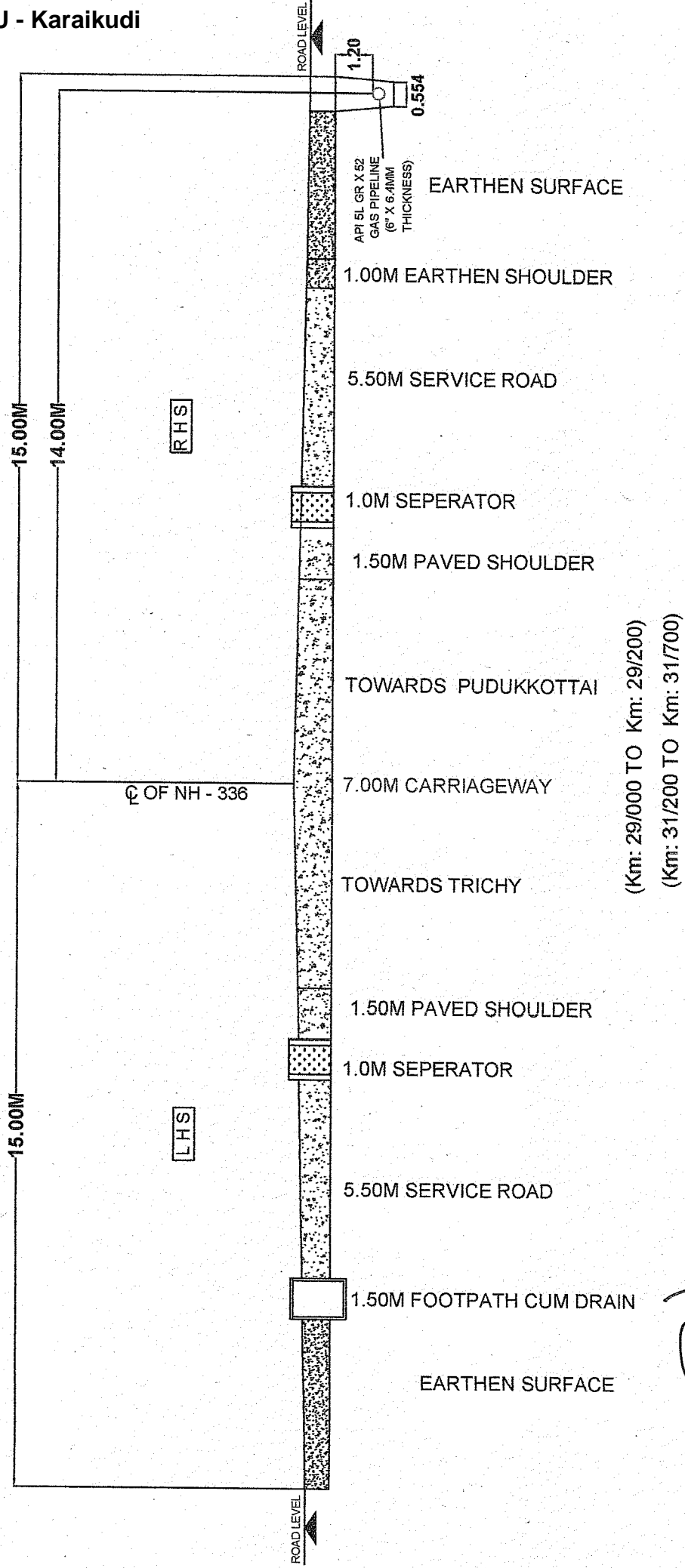
AKUNIPRASAD
DGM(T) & Project Director
National Highways Authority of India
PIU - KARAISKUDI

CROSSECTION DETAILS FOR NH - 336



APPLICANT:

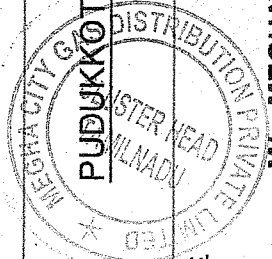
M/s. MEGHA CITY GAS DISTRIBUTION PRIVATE LIMITED
2nd Floor, No.7/1, Raj Tower, Karur By-Pass Road, Trichy - 620002, Tamil Nadu.



TITLE:

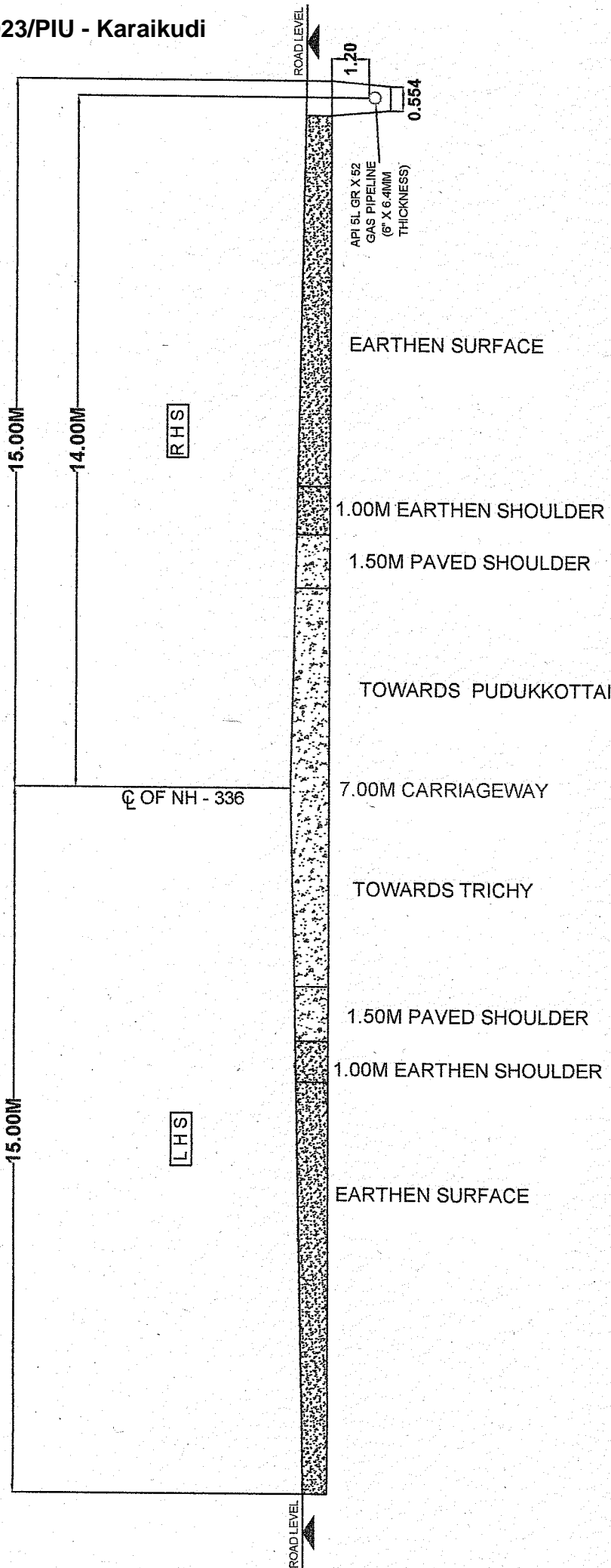
ABHINAV PRASAD
DGM(T) & Project Director
National Highways Authority of India
PIU - KARAUKUDI

CROSSECTION DETAILS FOR NH - 336



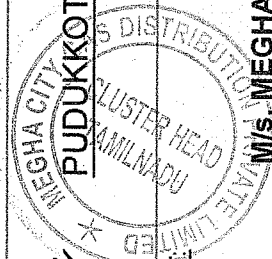
APPLICANT:

M/s. MEGHA CITY GAS DISTRIBUTION PRIVATE LIMITED
2nd Floor, No.7/1, Raj Tower, Karur By-Pass Road, Trichy - 620002, Tamil Nadu.



(Km: 29/200 TO Km: 29/900)
(Km: 33/500 TO Km: 33/600)

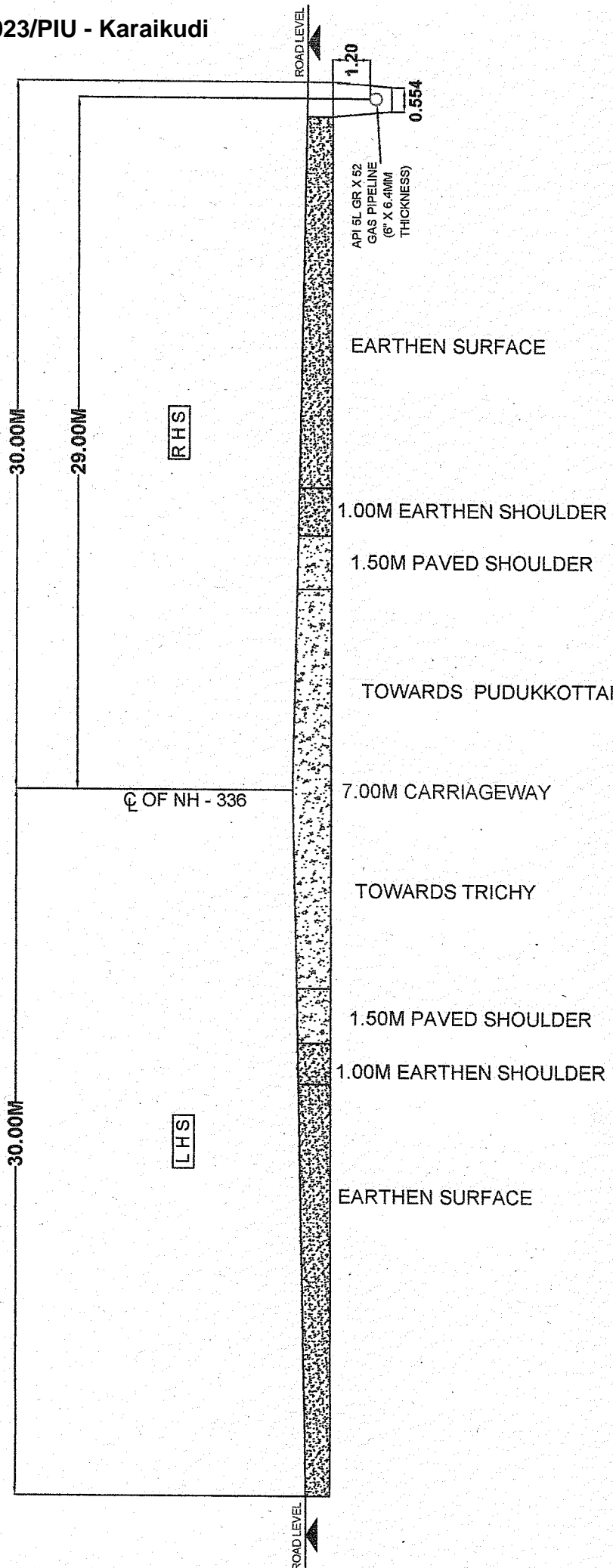
TITLE: B. ARUN PRASAD
DGM(T) & Project Director
National Highways Authority of India
PIU - KARAISKUDI



PUDUKKOTTAI TO TRICHY SECTION (NH - 336)

CROSS SECTION DETAILS FOR NH - 336

M/s. MEGHA CITY GAS DISTRIBUTION PRIVATE LIMITED
2nd Floor, No.7/1, Raj Tower, Karur By-Pass Road, Trichy - 620002, Tamil Nadu.



(Km: 29/900 TO Km: 30/200)
(Km: 31/700 TO Km: 33/350)

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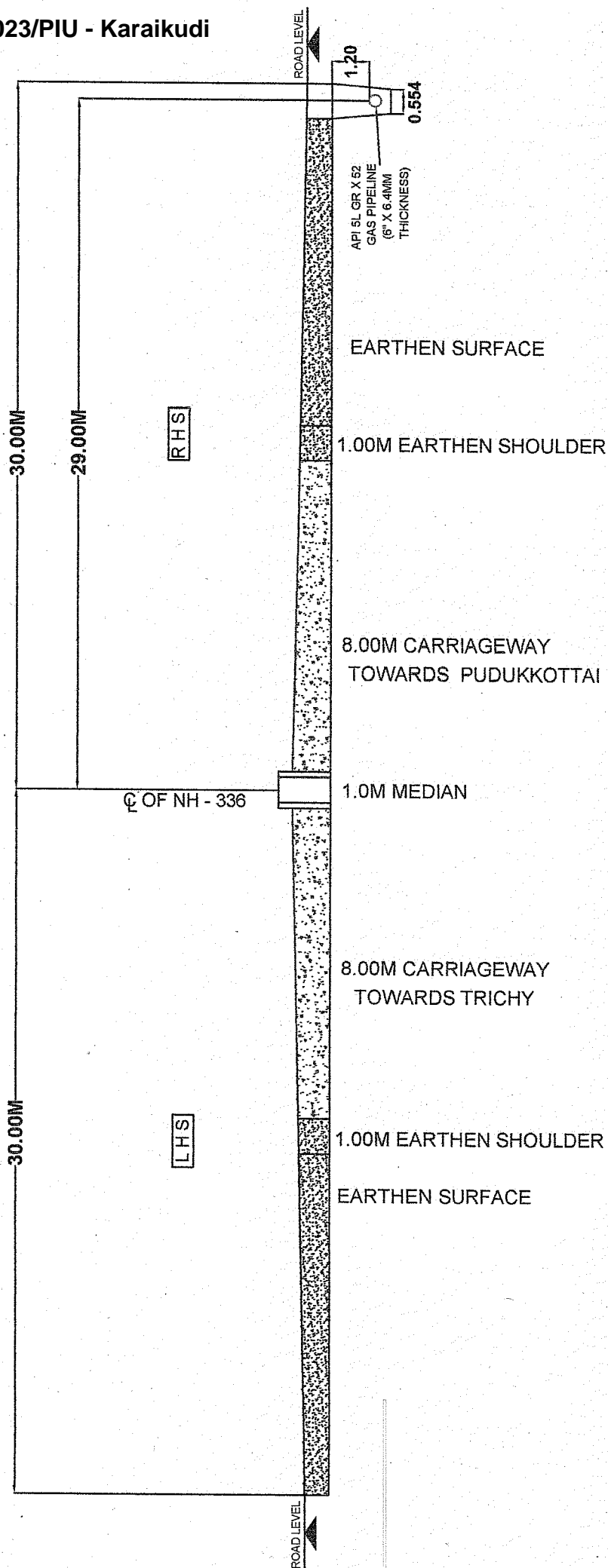
G. ARUN PRASAD
PGM(T) & Project Director
National Highways Authority of India
PIU - KARAUKUDI

CROSS SECTION DETAILS FOR NH - 336

PUDUKKOTTAI TO TRICHY SECTION (NH - 336)

APPLICANT:

M/s. MEGHA CITY GAS DISTRIBUTION PRIVATE LIMITED
2nd Floor, No.7/1, Raj Tower, Karur By-Pass Road, Trichy - 620002, Tamil Nadu.

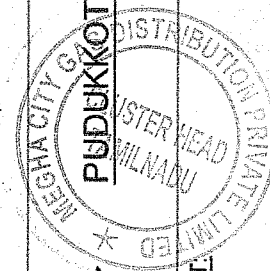


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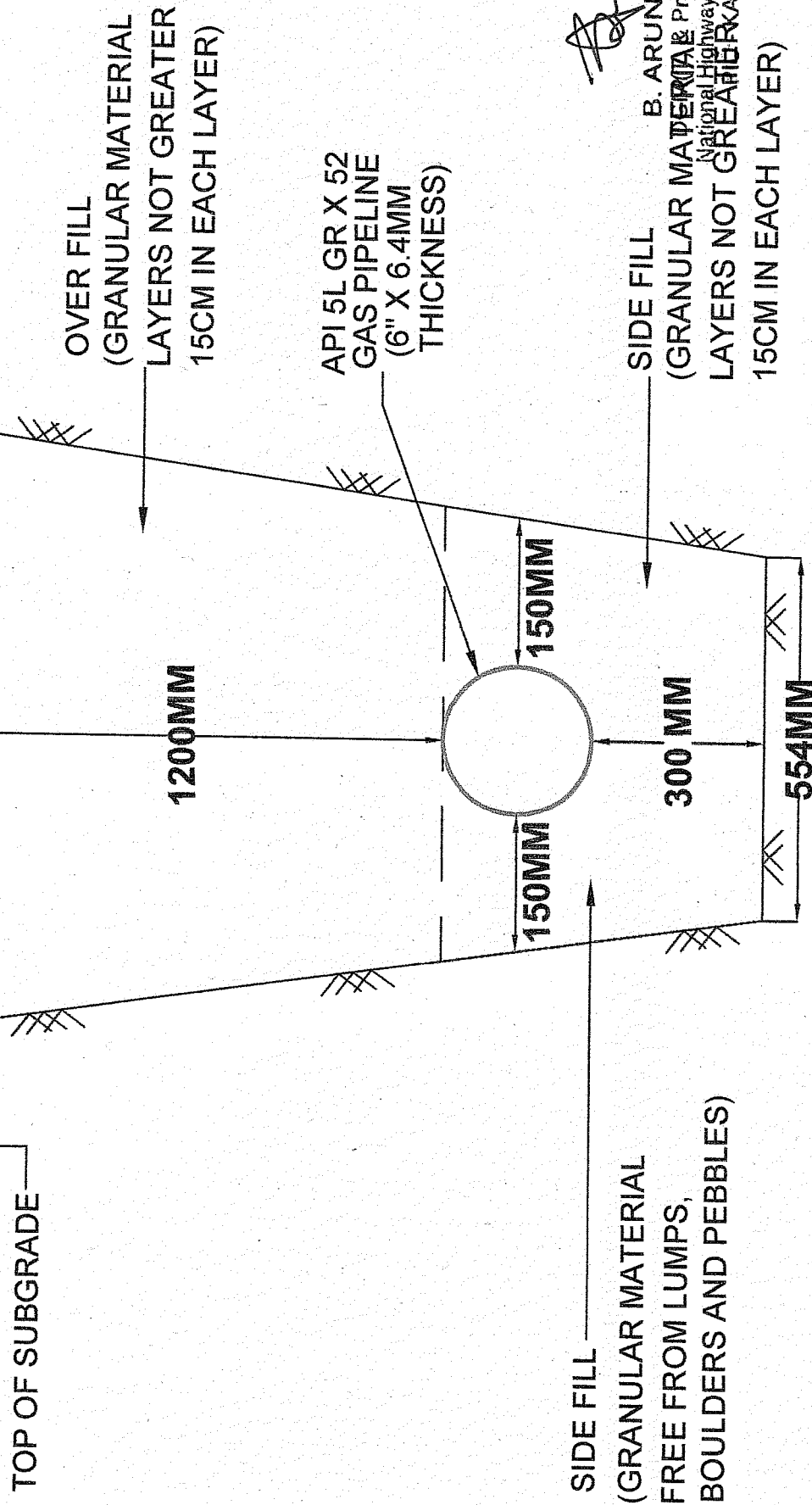
B. ARUN PRASAD
 DGM(T) & Project Director
 National Highways Authority of India
 PIU - KARAISKUDI

CROSSECTION DETAILS FOR NH - 336



APPLICANT

M/s. MEGHA CITY GAS DISTRIBUTION PRIVATE LIMITED
 2nd Floor, No.7/1, Raj Tower, Karur By-Pass Road, Trichy - 620002, Tamil Nadu.



[Signature]
B. ARUN PRASAD
Project Director
National Highways Authority of India
KARAUKUDI

ENCLOSURE TO MINISTRY OF ROAD TRANSPORT & HIGHWAYS LETTER NO.RW/NH-33044/29/2015/S&R(R)(P). DATED 22.11.2016

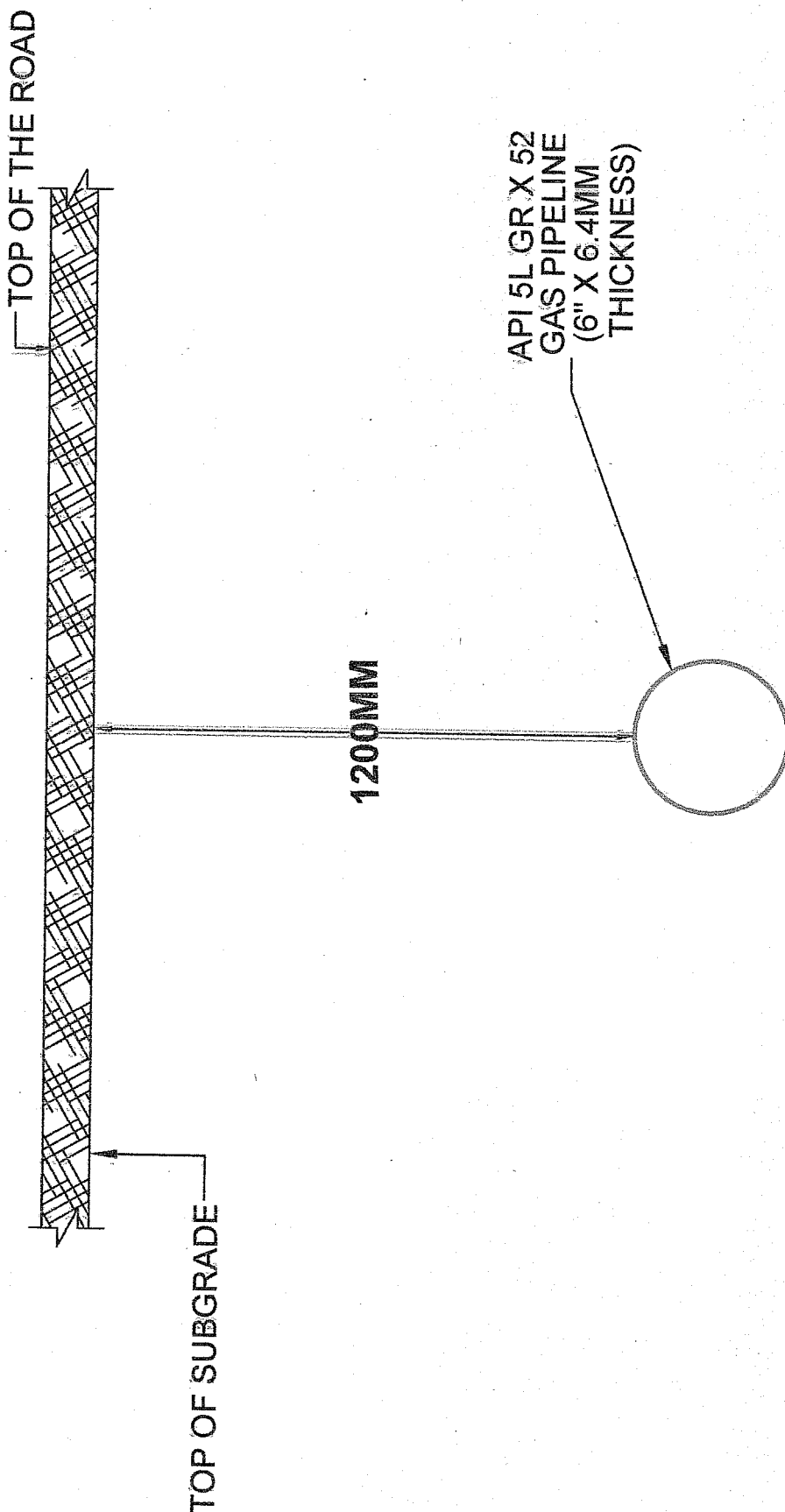
TITLE:

FIGURE - 1 INSTALLATION OF PIPE FOR
ALONG THE ROAD (TRENCH METHOD)

APPLICANT:



M/s. MEGHA CITY GAS DISTRIBUTION PRIVATE LIMITED
2nd Floor, No.7/1, Raj Tower, Karur By-Pass Road, Trichy - 620002, Tamil Nadu.



ENCLOSURE TO MINISTRY OF ROAD TRANSPORT & HIGHWAYS LETTER NO.RW/NH-33044/29/2015/S&R(R)(Pt). DATED 22.11.2016

TITLE:

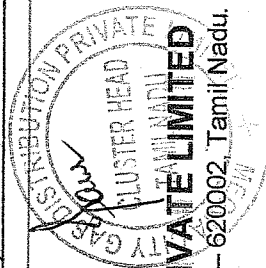
FIGURE - 1 INSTALLATION OF PIPE FOR
ACROSS THE ROAD (HDD METHOD)

APPLICANT:

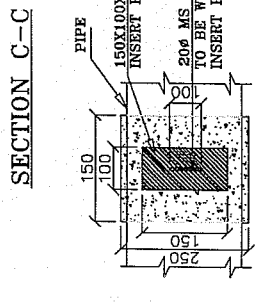
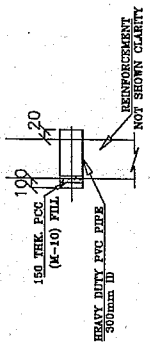
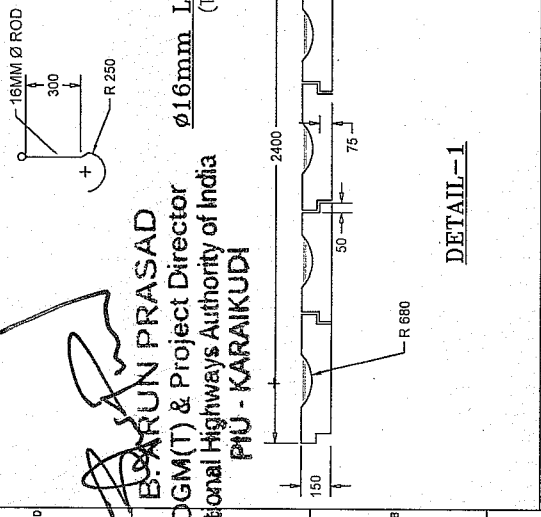
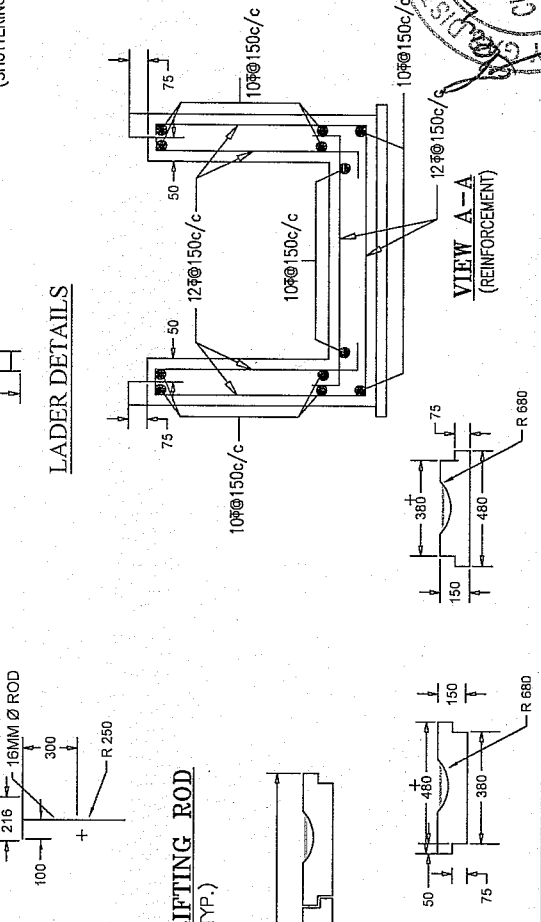
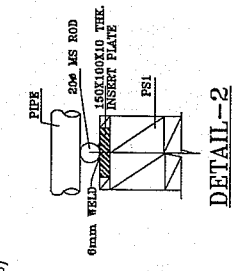
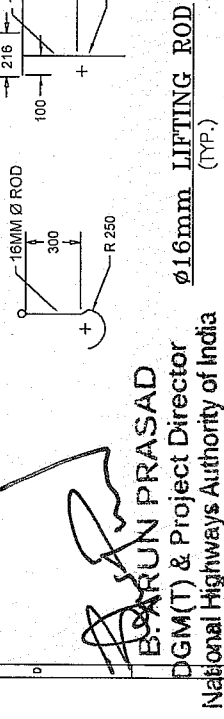
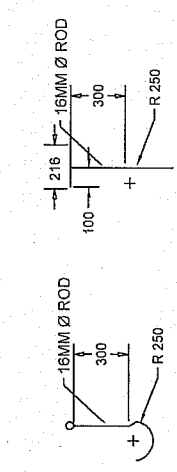
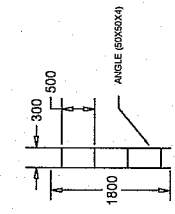
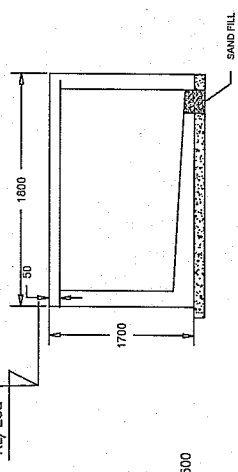
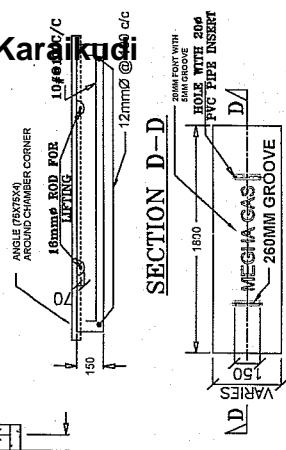
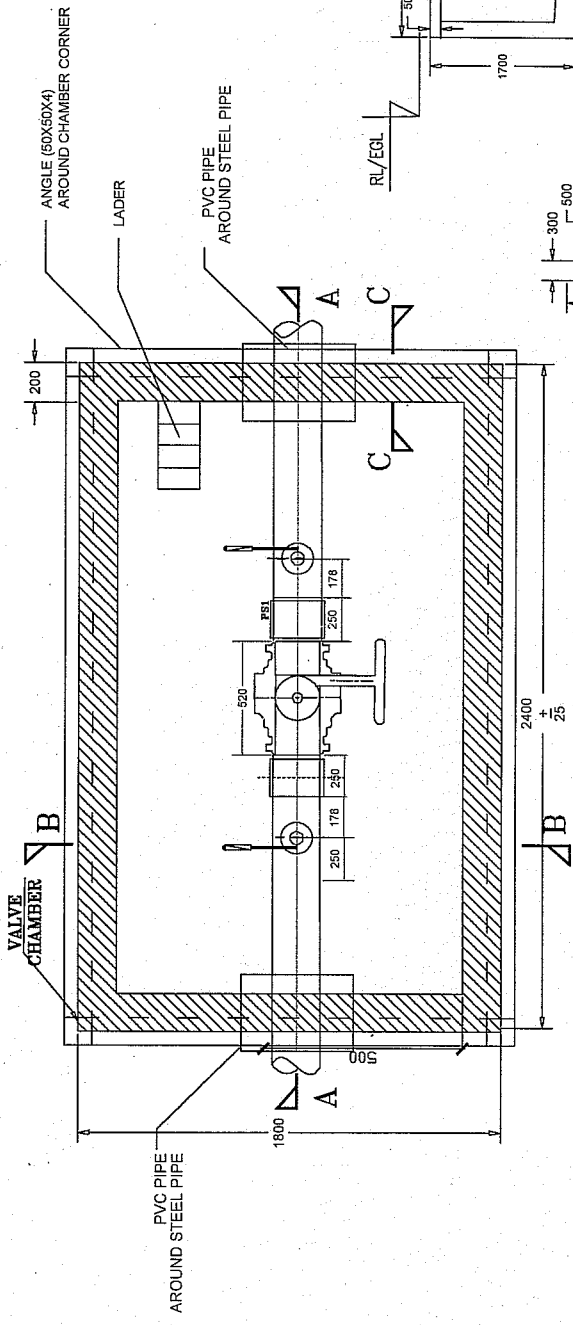
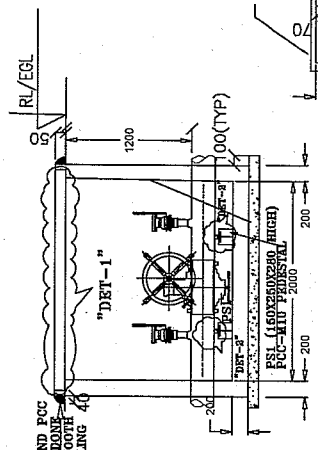


M/s. MEGHA CITY GAS DISTRIBUTION PRIVATE LIMITED

2nd Floor, No.7/1, Raj Tower, Kairur By-Pass Road, Trichy - 620002, Tamil Nadu.



70	GRADE OF CONCRETE	M-25
71	GRADE OF STEEL	F60
72	CONCRETE	10%
73	ROZ	3/8
74	PGG	3/4
75	STEEL	0.002
76	EXCAVATION	11.09
77	SHUTTERING	33.64
78	BACKSLINGS	2/8
79	LARGER	0.015
80	ANGLE ARCHING	0.1152
81	ANGLE ARCHING CHAIR	0.0052



SUBMITTED FOR:				
PEELIM./PLANNING	APPROVAL	INFORMATION	CONSTRUCTION	<input checked="" type="checkbox"/>

[illegible]




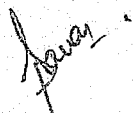
MEGHA CITY GAS DISTRIBUTION
PRIVATE LIMITED

LETTER OF AUTHORITY

TO WHOMSOEVER IT MAY CONCERN

I, the undersigned, **Mr. Venkatesh Palimpati, CEO** of Megha City Gas Distribution Private Limited (MCGDPL), a company registered under the Companies Act, 1956 and having its registered office at S-2, Technocrat Industrial Estate, Balanagar, Hyderabad-500037, Telangana state, do hereby authorise **Mr. SYAM SUNDAR PAVAN KUMAR, Cluster Head of Tamilnadu CGD Projects**, stationed at MCGDPL office, No.7/1, Raj Tower, Karur By-Pas Road, Trichy, Tamilnadu State-600002, to do the following on behalf of MCGDPL.

1. To sign, seal, execute and submit the applications/documents/agreement on behalf of MCGDPL and submission of the said document(s) before any Department of Government of India/State Government, Judicial and quasi-judicial bodies/corporate entity, as relevant and applicable for any other utilities like water connection or electrical connection or drainage line connection, new license, renewals of existing license, license amendment and name transfer as may be required from time to time.
2. To act / sign/represent / seal /execute / register and submit the applications/ documents/ agreement for the purpose of (a) statutory clearance or permissions or acquisitions required for proposed CGS/CNG stations, pipeline construction and tap-off related facilities on the pipeline network, erection & commissioning of CNG Station (new and up-gradation of existing).
3. To do all such incidental / ancillary / related / connected acts and deeds for effectual performance of the above mentioned acts.
4. The Specimen signature and the photograph of the person authorized is as below.

Photograph of person Authorized	Specimen of signatures of the person authorized
	 (SYAM SUNDAR PAVAN KUMAR)

For Megha City Gas Distribution Pvt.Ltd


Venkatesh Palimpati



पेट्रोलियम एवं प्राकृतिक गैस विनियामक बोर्ड
Petroleum and Natural Gas Regulatory Board

प्रथम-तल, वर्ल्ड ट्रेड सेंटर, बाबर रोड, नयी दिल्ली 110001
 1st Floor, World Trade Centre, Babar Road, New Delhi – 110001
 फैक्स नं./Fax No. 91 11 23709151; E-mail contact@pngrb.gov.in

PNGRB/Auth/1-CGD(62)/2021/11.49 (P-3478)

02nd September, 2022

To

Shri Doraiah Palimpati

Director

Megha Engineering & Infrastructures Limited
 S-2, Technocrats Industrial Estate (TIE),
 Balanagar, Hyderabad 500037,
 Telangana

Subject: Transfer of authorization of Pudukottai, Sivaganga and Thanjavur districts GA from Megha Engineering and Infrastructures Limited to its wholly owned subsidiary Megha City Gas Distribution Pvt. Ltd.

Sir,

Reference is made to your letter no. MEIL/CGD/PNGRB/AuthorizationTransfer dated 10.08.2022 on the above subject.

2. PNGRB, after examination of your request on the above subject has accepted the proposal/request to amend the authorization of Geographical Area of **Pudukottai, Sivaganga and Thanjavur districts GA** in favor of **Megha City Gas Distribution Pvt. Ltd. ("MCGDPL")** from the existing entity **Megha Engineering and Infrastructures Limited ("MEIL")**, subject to the condition that MCGDPL would continue to be a wholly owned subsidiary of MEIL and that MCGDPL shall submit fresh/amended Performance Bank Guarantee of Rs. 50 crore wherein MCGDPL shall be named as the authorized entity. Accordingly, it is requested to submit the amended PBG within 60 days from the date of this communication. Other terms and conditions, including work programme shall remain same as per authorization letter issued by PNGRB on 23.03.2022 for **Pudukottai, Sivaganga and Thanjavur districts GA**.

3. The amendment in authorization is also subject to condition that MCGDPL shall continue to be a wholly owned subsidiary of MEIL and shall take prior approval from the Board in case, any changes are made in its equity structure. Besides, MCGDPL shall also abide by the existing/modified terms and conditions of the authorization including compliance with the service obligations and adherence to the quality of service standards. Further, in case MCGDPL fails to meet its obligations/targets towards development of CGD network in **Pudukottai, Sivaganga and Thanjavur districts GA**, then MEIL will fulfil those obligations/targets as per the guarantee submitted to PNGRB.

4. MCGDPL is accordingly permitted to take over the activities of laying, building, operating or expanding the CGD network of **Pudukottai, Sivaganga and Thanjavur districts GA**.

Yours faithfully

(S. C. Gupta)

Joint Advisor (Auth. & Tech.)



पेट्रोलियम एवं प्राकृतिक गैस विनियामक बोर्ड
Petroleum and Natural Gas Regulatory Board

प्रथम-तल, वर्ल्ड ट्रेड सेंटर, बाबर रोड, नयी दिल्ली 110001

1st Floor, World Trade Centre, Babar Road, New Delhi - 110001

फैक्सनं./Fax No. 91 11 23709151; E-mail: contact@pngrb.gov.in

PNGRB/Auth/CGD(62)/2021/11.49

23rd March, 2022

To

Shri Doraiah Palimpati

Director

Megha Engineering & Infrastructures Limited

S-2, Technocrats Industrial Estate (TIE),

Balanagar, Hyderabad 500037,

Telangana

Subject: Grant of Authorization to Megha Engineering & Infrastructures Limited for development of City Gas Distribution Network in the Geographical Area of Pudukottai, Sivaganga and Thanjavur districts

Sir,

With reference to submission of Performance Bank Guarantee for Rs. 50 crore vide your letter dated 24.02.2022, as per the requirement under Regulation 10 (1) of the Petroleum and Natural Gas Regulatory Board (Authorizing Entities to Lay, Build, Operate or Expand City or Local Natural Gas Distribution Networks) Regulations, 2008, please find enclosed authorization in Schedule D for the GA of Pudukottai, Sivaganga and Thanjavur districts in duplicate.

2. You are requested to put your stamp & signature on each page of the document and return one copy, within 7 days of receipt of this communication, to the PNGRB for records.

3. The enclosed authorization issues with the approval of the Board.

Yours faithfully

Encl: As above

Vandana Sharma

(Vandana Sharma)

Secretary

एन.ए.सी./VANDANA SHARMA

सचिव/Secretary

पेट्रोलियम एवं प्राकृतिक गैस विनियामक बोर्ड

Petroleum & Natural Gas Regulatory Board

प्रथम तल, वर्ल्ड ट्रेड सेंटर,

1st Floor, World Trade Centre,

बाबर रोड, नयी दिल्ली-110001

Babar Road, New Delhi-110001

Schedule D

Grant of authorisation for laying, building, operating or expanding CGD network

To

Shri Doraiah Palimpati

Director

Megha Engineering & Infrastructures Limited

S-2, Technocrats Industrial Estate (TIE),

Balanagar, Hyderabad 500037,

Telangana

Subject: Grant of Authorization for laying, building, operating or expanding CGD network in the authorized area of Pudukottai, Sivaganga and Thanjavur districts in the State of Tamil Nadu under the Petroleum and Natural Gas Regulatory Board (Authorising Entities to Lay, Build, Operate or Expand City or Local Natural Gas Distribution Networks) Regulations, 2008

Sir,

With reference to your application-cum-bid for grant of authorisation for laying, building, operating or expanding the City Gas Distribution (CGD) network in GA-11.49 Pudukottai, Sivaganga and Thanjavur districts in the State of Tamil Nadu, it has been decided to grant you the authorisation subject to the Petroleum and Natural Gas Regulatory Board (Authorising Entities to Lay, Build, Operate or Expand City or Local Natural Gas Distribution Networks) Regulations, 2008 and the following terms and conditions, namely:-

1. The Authorised Area for laying, building, operating or expanding the proposed CGD Network shall cover the following Charge Areas, as depicted in indicative and not to scale drawing or map,

S. No.	District Name	Charge Area Name
1	Pudukottai	Aranthangi, Avudayarkoil, Manamelkudi, Gandarvakkottai, Iluppur, Karambakudi, Kulathur & Ponnamaravathi
2		Alangudi, Pudukkottai, Thirumayam & Viralmalai
3	Sivaganga	Devakottai, Ilayangudi, Kalaiyarkoil, Manamadurai, Singampunari, Sivaganga & Thiruppuvanam
4		Karaikkudi & Thiruppathur
5	Thanjavur	Budalur, Orathanadu, Pattukkottai & Peravurani
6		Kumbakonam
7		Papanasam
8		Thanjavur, Thiruvaiyaru & Thiruvudaimarudur

2. The activities of laying, building, operating or expansion of the CGD Network shall commence immediately after the issuance of this authorisation.

Vandana Sharma

Joint Secretary to Government of India
Petroleum & Natural Gas Regulatory Board
New Delhi, India
101, Block, West Tower, Cyber City
Gurgaon, Haryana 122002

3. The activities permitted above shall have to be completed as per the work programme mentioned below, namely: -

Serial Number	Description of work	Numbers
1	Number of CNG Stations (Online and Daughter Booster stations) to be installed within 8 contract years from the date of authorization	216
2	Number of domestic Piped Natural Gas connections to be achieved within 8 contract years from the date of authorisation	1400004
3	Inch-km of steel pipeline to be laid within 8 contract years from the date of authorization	6498

The entity shall be required to achieve the year-wise work programme within 8 contract years as per details given below:

PNG Connections (cumulative)		CNG Stations (cumulative)		Inch-km of steel pipeline (cumulative)	
By the end of contract year	% of work program	By the end of contract year	% of work program	By the end of contract year	% of work program
1 st	Nil	1 st	Nil	1 st	5
2 nd	10	2 nd	15	2 nd	20
3 rd	20	3 rd	30	3 rd	40
4 th	30	4 th	45	4 th	60
5 th	40	5 th	60	5 th	70
6 th	60	6 th	75	6 th	80
7 th	80	7 th	90	7 th	90
8 th	100	8 th	100	8 th	100

Note - In case derived numbers are in fraction, the same shall be rounded off to the nearest whole number and 0.5 shall be rounded off to next higher whole number.

4. Any failure on the part of the entity in complying with the milestones prescribed in the work programme shall lead to consequences as specified under regulation 16.

5. The entity shall design and install an optimal size of the infrastructure in terms of pipelines of various types including steel belting of the authorised area, online compressors of adequate capacity for compressing of natural gas into CNG, allied equipment and facilities in the CGD network depending upon the potential demand for natural gas. The infrastructure in the CGD network should be adequate to maintain uninterrupted flow of natural gas in the pipelines and be also able to maintain supplies at adequate pressure to online CNG stations.

Vandana Sharma
 SECRETARY / VANDANA SHARMA
 Secretary
 Petroleum & Natural Gas Regulatory Board
 1st Floor, 10th Cross Street,
 Anna Nagar, Chennai - 600 029
 Tel: 044-2611 1111
 Fax: 044-2611 1112
 Email: info@pngrb.gov.in

6. The entity shall maintain an uninterrupted supply of natural gas to all categories of customers in the CGD network. In the event of any disruption in the supply of natural gas in the CGD Network, first priority shall be accorded to restoration of supplies to domestic PNG customers. In case of disruption of supply to domestic PNG customers for more than twelve hours, the entity shall compensate the domestic customer on the following manner, namely: -

- (a) the normative volume of natural gas consumption for the first domestic PNG connection for cooking requirements based on last three months weighted average consumption per day to be applied for each day's disruption and multiplied by ten;
- (b) normative value of natural gas consumption shall be based on last three months' weighted average billing price of natural gas for supplies to the first domestic PNG connection for cooking requirements; and
- (c) the value of compensation shall be equal to normative volume of natural gas consumption as per clause (a) above multiplied by normative value as per clause (b) and shall be adjusted by allowing a credit to the domestic PNG Customer in the next billing cycle or in the next pre-paid smart card in case of smart card metering.

In case the disruption of supplies is attributed to any fault of the domestic PNG customer, no compensation shall be payable by the entity.

7. The entity is allowed an exclusivity period under the Petroleum and Natural Gas Regulatory Board (Exclusivity for City or Local Natural Gas Distribution Networks) Regulations, 2008, in respect of the following, namely:

- (a) 300 months from the date of issue of this communication for laying, building and expansion of the CGD network; and
- (b) 96 months from the date of issue of this communication in terms of an exemption from the purview of common carrier or contract carrier for the CGD network:

Provided that the entity meets the obligations in line with the Petroleum and Natural Gas Regulatory Board (Exclusivity for City or Local Natural Gas Distribution Networks) Regulations, 2008:

Provided further that the period of exclusivity allowed under sub-clause (a) or sub-clause (b) may be terminated before the expiry of the period mentioned above in line with the provisions under Petroleum and Natural Gas Regulatory Board (Exclusivity for City or Local Natural Gas Distribution Networks) Regulations, 2008.

Vandana Sharma

SECRETARY / VANDANA SHARMA
 SECRETARY, SECRETARY
 SECRETARY, SECRETARY, THE PETROLEUM AND
 NATURAL GAS REGULATORY BOARD
 1001, 1002, 1003, 1004
 1005, 1006, 1007, 1008
 1009, 1010, 1011, 1012
 1013, 1014, 1015, 1016
 1017, 1018, 1019, 1020

8. The authorised entity shall be required to take prior approval from the Board for creation of any lien, charge or hypothecation of the CGD network to secure finances for the project and furnish details of utilisation of funds. And, in case of raising funds from any financial institution or bank, the entity will be required to only inform the Board of the sanction of the funds within a period of seven days.
9. The entity shall submit a detailed and clear financial closure report to the Board within a period of two hundred and seventy days from the date of authorisation issued by the Board under regulation 10.
10. The entity shall publish on its website the transportation rate for CGD and transportation rate for CNG in the authorised area as per the following table namely: -

Serial Number	Description	Rate
1	Transportation rate for CGD - in rupees per million British Thermal Unit (Rs./MMBTU) for the first contract year	30
2	Transportation rate for CNG - in rupees per kilogram (Rs. /kg) for the first contract year	2

Note - Annual escalation shall be considered from the second contract year and onwards based on the "Wholesale Price Index (WPI) Data (2011-12 = 100)" for "All Group / Commodity", as normally available on the website of the Office of the Economic Adviser, Government of India, Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (DIPP) on the link "<http://eaindustry.nic.in/home.asp>."

11. The entity shall publish the applicable retail selling price of PNG for all categories of customers and also for the purpose of invoicing in Rs. / MMBTU.
12. The entity shall publish and display the retail selling price of natural gas for the purpose of invoicing to CNG customers in Rs. / Kg at all natural gas dispensing stations.
13. The furnishing of performance bond of Rs. 500 Million is a guarantee for timely commissioning of the project as per the prescribed work programme in the bid and for meeting the service obligations during the operating phase of the project.
14. The entity shall comply with the applicable provisions under the Petroleum and Natural Gas Regulatory Board (Authorising Entities to Lay, Build, Operate or Expand City or Local Natural Gas Distribution Networks) Regulations, 2008, the Petroleum and Natural Gas Regulatory Board (Exclusivity for City or Local Natural Gas Distribution Networks) Regulations, 2008, relevant regulations for technical standards and specifications, including safety standards, any other regulations as may be applicable and the provisions of the Act.
15. In case the authorisation of the entity is terminated, the Board may assign the rights and obligations of the entity to any agency or another entity on such terms and conditions,

Vandana Sharma
 Secretary
 Petroleum and Natural Gas Regulatory Board
 10th Floor, World Trade Center,
 200, Anna Salai, Chennai - 600 002

as it may deem fit. Further, the entity may be required, as per the directions of the Board, to continue the operations of the CGD network at the same level till another agency or entity appointed by the Board takes over the full control of the CGD network.

16. The entity shall comply with any other term or condition which may be notified by the Board in public interest from time to time.

You are requested to confirm your acceptance by filling-in the acceptance of the grant of authorisation provided below and return the same in original.

Yours faithfully

Dated: 23-03-2022

Vandana Sharma

Name and Designation of Officer
On behalf of the PNGRB

Official Seal

Director General
Petroleum & Natural Gas Regulatory Board
1st Floor, Marka Trade Centre,
WTC-4B, 4B, Block-1, Sector
Rohini Road, New Delhi-110001

Acceptance of the Grant of Authorisation

I / We hereby accept the grant of authorisation issued by the PNGRB vide letter ref. PNGRB/Auth/CGD(62)/2021/11.49 dated _____ and agree to comply with all the terms and conditions subject to which I/ We have been granted the authorisation for laying, building, operating or expanding city or local natural gas distribution network in the authorised area of GA-11.49 (Pudukottai, Sivaganga and Thanjavur districts) in the State of Tamil Nadu.

Date:

Place:

Signature of the Entity or Authorised Signatory
Name and Official Seal

Bid No.: PNGRB/Auth/CGD(62)/2021/11.49



पेट्रोलियम एवं प्राकृतिक गैस विनियामक बोर्ड
Petroleum and Natural Gas Regulatory Board

GEOGRAPHICAL AREA : 11.49
PUDUKOTTAI, SIVAGANGA AND
THANJAVUR DISTRICTS

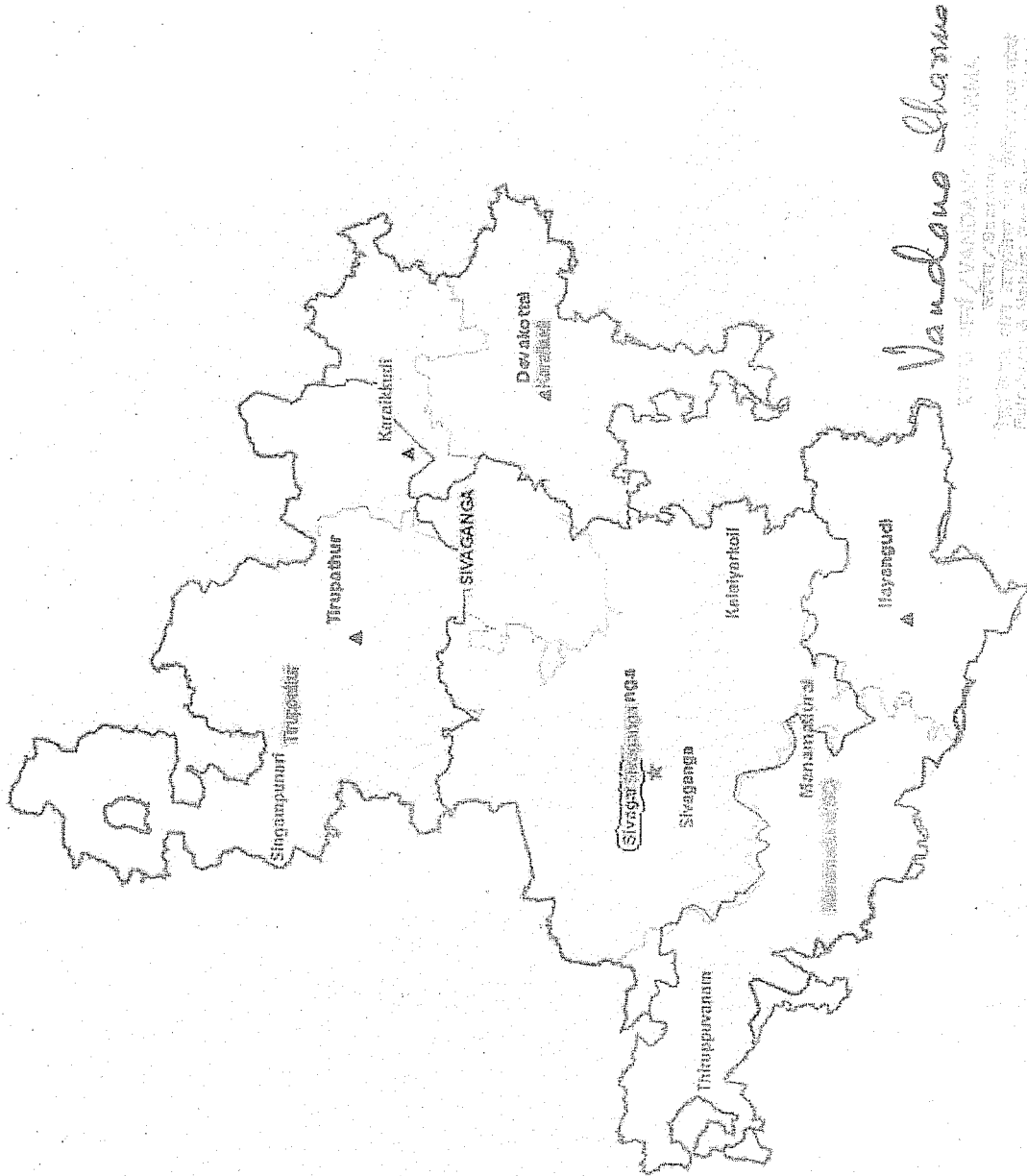
No. of Charge Areas : 8
MAP (2 of 3)

DISTRICT: SIVAGANGA

Charge Area No.	Charge Area
3	Devakottai, Ilayangudi, Kalaiyarkoil, Manamadurai, Singampunari, Sivaganga & Thiruppuvanam
4	Karaikkudi & Thiruppathur

Remarks :

1. Map is indicative, non GIS and not to scale.
2. Source : https://statgisportal.nic.in/statgisportal/Tamilnadu_BharatMaps/map.aspx



Bid No.: PNGRB/Auth/CGD(62)/2021/11.49



पेट्रोलियम एवं प्राकृतिक गैस विनियामक बोर्ड
Petroleum and Natural Gas Regulatory Board

GEOGRAPHICAL AREA : 11.49

PUDUKOTTAI, SIVAGANGA AND
THANJAVUR DISTRICTS

No. of Charge Areas : 8

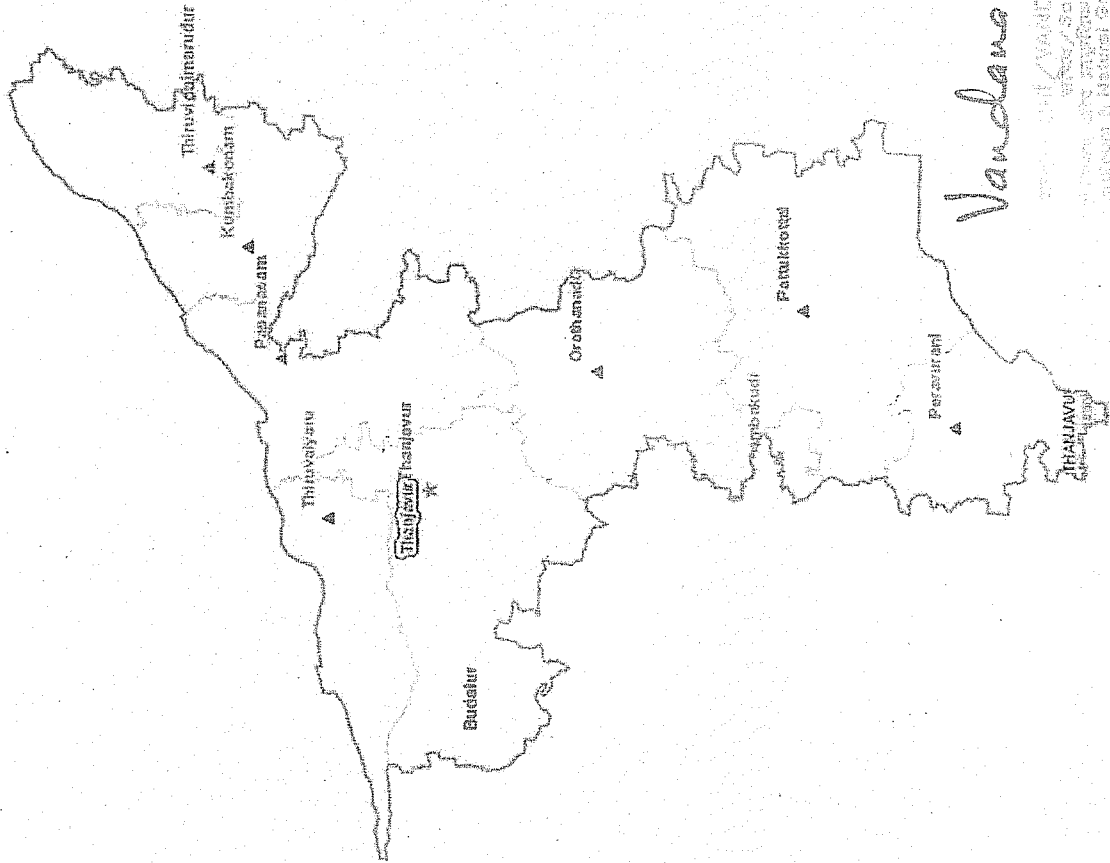
MAP (3 of 3)

DISTRICT: THANJAVUR

Charge Area No.	Charge Area
5	Budalur, Orathanadu, Pattukkottai & Peravurani
6	Kumbakonam
7	Papanasam
8	Thanjavur, Thiruvaiyaru & Thiruvudaimarudur

Remarks :

1. Map is indicative, non GIS and not to scale.
2. Source : https://statagisportal.nic.in/statagisportal/Tamilnadu_BharatMaps/map.aspx





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

S&R(R) ZONE

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

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

Dated: 22nd November, 2016

To,

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

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

Sir,

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

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

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

2. Laying of Utility Services along the National Highways:

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

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

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

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

3. Laying of Utility Services across the National Highway:

3.1 The utility services shall be permitted to cross the National Highway either through structure or conduits specially built for that purpose. The casing / conduit pipe should, as minimum, extend from drain to drain in cuts and toe of slope to toe of slope in the fills and shall be designed in accordance with the provision of IRC and executed following the Specifications of the Ministry.

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

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

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

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

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

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

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

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

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

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

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

The application shall be put out in the public domain for 30 days for seeking claims and objections (on grounds of public inconvenience, safety and general public interest). The permission for laying utility services is to be normally granted within 30 days from the day of closure of public objections and claims. If no communication is received from the Highway Administration within 30 days from the day of closure of public objections and claims, the permission shall be deemed to be granted. The initial permission would be valid for a maximum of 5 years at a time, which can thereafter be considered for renewal. On payment of additional fee at the time of renewal, the permission shall automatically be renewed, unless defaults exist. In case of renewal, rate prevailing at the time of renewal shall be charged.

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

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

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

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

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

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

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

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

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

5.3 Fee shall have to be paid in advance for the period for which permission is granted. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @ 15% per annum compounded annually.

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

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

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

provided in the ducts already provided

≤ 300 mm dia/width

Rs 50

> 300 mm dia/width but ≤ 1000 mm

Rs 100

> 1000 mm

Rs 250

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

Rs 500

Rs 100

In case the Licensee fails to discharge the obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee. In case, the Performance Bank Guarantee is invoked as mentioned above, the Licensee shall be required to replenish and reinstate the required Performance Bank Guarantee within one month of such invoking. Notwithstanding this, the Licensee shall be liable to pay full compensation to the aggrieved Authority/ its designated agency for any damage sustained by them by reason of the exercise of the RoW facility.

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

Encls: As above.

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

Copy to:

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

Copy for kind information to:

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

Annexure I

PUBLIC UTILITY PROVIDER AND INDUSTRIAL INFRASTRUCTURE

A. Public Utility Provider

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

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

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

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