

Date: 27.03.2025

Invitation of Public Comments

Subject: Proposal for permission of underground road crossing of 33KV line on NH-12 between Shahpura town and Belkheda near Bahubali Dhaba Village- Surai in the state of Madhya Pradesh- reg.

DM, MPRDC, Jabalpur vide letter no. 2565/DM/MPRDC/MoRTH/CROSSING-CHARGE/2025 dated 17.03.2025 forwarded therewith a proposal in this office for permission of underground road crossing of 33KV line on NH-12 between Shahpura town and Belkheda near Bahubali Dhaba Village- Surai in the state of Madhya Pradesh.

2. As per Ministry vide OM No. RW/NH-33044/29/2015/S&R(R) dated 22.11.2016, the Highways Administrator will make available the proposal seeking permission for utility laying for public comments for 30 days on ground of public interest.

3. In view of the above the comments of public are invited on captioned proposal and the same should reach to below mentioned address within 30 days beyond which no comments will be considered.

The Highways Administration O/o RO Highways Administration Ministry of Road Transport & Highways IInd Floor, Nirman Bhawan, Bhopal-462011. Email: ro.bpl-morth@gov.in

4. This issues with the approval of Highways Administration-cum Regional Officer, MoRT&H, Bhopal. (Computer no. – 250775).

Yours faithfully,

Digitally signed by Shubham Kaushal Ahirwar Date: 27-03-2025 10:49:580 Executive Engineer For RO, MoRT&H, Bhopal

Copy to:

- 1. The Senior Technical Director, NIC, Transport Bhawan, New Delhi-110001 for uploading on Ministry's Website.
- 2. The CE(NH), MPRDC, Bhopal-for information.
- 3. The Divisional Manager, MPRDC, Jabalpur -for information and requested to furnish the recommendation in view of Ministry's circular No. RW/NH-33044/29/2015/S&R (R) dated 22.11.2016 along with verified fees viz. license fee etc. as per circular and their detailed calculations.

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| MPRO | MADHYA PRADESH ROAD DEVELOPMENT CORPORATION LIMITED & H N/R/L (Govt. of M.P. Undertaking) 45 - A, Arera Hills, Bhopat - 462 011 Tel: (0) 0755 - 2765196, 205, 213, 216 (EPBX) Fax: 91-755-2572643 Website : www.mprdc.nic.in OFFICE OF THE DIVISIONAL MANAGER Opp. Office of the Chief Engineer (c/z) P.W.D., Civil lines, JABALPUR - 482000 |
| | (CIN : U45203MP2004 SG000738) |
| T | 2565 /DM/MPRDC/MoRTH/CROSSING-CHARGE/2025 Jabalpur, Dated: - 17 .03.2025 |
| Letter so.: | 2365 /DM/MPRDC/MORTH/CROSSING-CHARGE/2025 Jabalpur, Dated: - 17.03.2025 |
| The Chief F | Engineer Cum Regional Officer, |
| Ministry of | Road Transport & Highways |
| 2nd Floor, 1 | Road Transport & Highways Nirman Bhawan, Arera Hills, N 1 21-3-2 r |
| Bhopal - 40 | 52011 (M.P.) |
| Sub.:- | Permission to lay Electrical Cable line (33 KV) on Jabalpur Bhopal Road Section NH12, between Shahpura town and Belkheda at near location Bahubali Dhaba situated 200M. Village Surai Sub-station Total Length 60M of underground Crossing. |
| Ref.:- | 1. E.E./O&M/WORK/349, Patan, Jabalpur, Dated - 09.05.2024 dated 26.02.2025 (Received dated - 05.03.2025) |

2. This office DN letter no. 0257/DM/MPRDC/NH45/2023-24, dated 13.05.2025

On the above subject, the Permission to lay Electrical Cable line (33 KV) on Jabalpur-Bhopal Road Section NH12, between Shahpura town and Belkheda at near location Bahubali Dhaba situated 200M. Village Surai Sub-station Total Length 60M of underground Crossing. have been complied in conformity to Ministry of Road Transport & Highways Circular No. RW/IHI-33044/29/2015/S&R(R); dated 22.11.2016 & NH-36094/01/2022-S&R(P&B) dated 17.04.2023.. Accordingly, the draft agreements for laying these utility services on National Highway are enclosed herewith for your kind perusal, and approval. These proposals are being forwarded enclosed herewith in 1 copies duly recommended for favour of further needful at your end. All the necessary statuary fees as per the demand are also enclosed alongwith these proposals through appropriate instrument in favour of the concerned.

| Ŝr. | Name of Project | Formalities | Remarks |
|-----|------------------------------|--|-------------------------|
| 1 | Permission to lay Electrical | Bharatkosh receipt NEFT Transaction Reference | |
| | Cable line (33 KV) on | Number: 1712240029908 from Executive | |
| | Jabalpur-Bhopal Road | Engineer, MPPKVVCL PATAN., to Acconut of NH | |
| | Section NH12, between | to lay 32kv line NH12, Jbp Bpl, Rs. 4,752.00 (In | Received copy |
| | Shahpura town and | ward - Rs. Four Thousand Seven Hundred | enclosed |
| | Belkheda at near location | Fifty-Two Only) date 17.12.2024 for licence fee | |
| | Bahubali Dhaba situated | for laying of utility services. | |
| | 200M. Village Surai Sub- | | SBI Bank Bhopal DD No. |
| | station Total Length 60M of | FDR of copy - 80560978519 issued dated | 336901 issued dtd |
| | underground Crossing. | 06.02.2025 valid up to 05.02.2026. | 13.01.2025 Rs. |
| | 1 | Rs. 6,419.00 (EE. O&M, DH MPSEB), (SBI | 1,00,000.00 & DD No |
| | | Patan Distt. Jabalpur)) | 336902 issued dtd |
| | | | 13.01.2025 Rs. |
| | | | 10,000.00 (In favour of |
| | | | MD, MPRDC, Bhopal) |
| | Enel Original Proposal & (B) | haratkosh Receipt, Conv of FDR) | 1 A |

Encl. Original Proposal & (Bharatkosh Receipt, Copy of FDR)

Divisional Manager M P Road Development Corporation Ltd., Jabalpur (MP)

Endt. No. /DM/MPRDC/MoRTH/CROSSING-CHARGE/2025 Jabaipur, Dated: - .03.2025 Copy forwarded to-

1. The Chief General Manager (Admin), MPRDC, Bhopal. (Original D.D. 2 nos)

2. Executive Engineer (O&M), M.P. Poorv Kshetra Vidhut Vitran Co. Ltd, Patan, Distt Jabalpur, for information

Divisional Manager M P Road Development Corporation Ltd., Jabalpur (MP)

The states 210 ΡŽ 75 J. S. Norses163 3. 12 He I Insuing Breits, BATAN (JABALPUR DIST.) 155 m /CODECIE: 05546 16 No. - 5810537565 D M D DEMAND DRAFT 9 या उनके आदेश पर MANAGING DIRECTOR, M.P. ROAD D EVELOPMENT CORPORATION LTD.** 8 OR ORDER 7 रुपयेर्स्ट One Lake One ē 100000:00 5 अदा करें ANT STALLE RECEIVED 4 ALADUNT BELOW 100001(0/6) Key MAHDET Sr. No: 526183 101 000451336901 3 SE COM ON MPSEE PATAN Name of Applicant Robinso 2 आस्तीय स्टेट बैंक STATE BANK OF INDIA SIGIDAT WINT / DRAWEE BRANCH:BHOPAL MAIN BRANCH N-5344 SS No म्यूटा झारा मुद्रित होने यर ही बैंभ केवल 3 महीने के लिए बेध काइ क. /CODE No: 01308 हित झेले. पर ही बैध है। **₹130** VALID FOR S IRONTHE ONLY #336901# 000002000# 000451# 16 13012025 State Bank of India Kay OCHOP * AMISING ST. No: 478238 M M D Ď जारी करनेत्वाली शाँखा issuingeretainch: PATAN (JABA PUR DIST.) obs & RospE, Ja: 05646 Man. 9812637555 DEMAND DRAFT 9 या उनके आदेश पर THE MANAGING DIRECTOR, M.P. ROAD D EVELOPMENT CORPORATION LTD. 8 OR ORDER 7 RUP RUPER 6 अदा करें ₹ 10000.00 Ten Thousand Only 5 4 HEA WALLE RECEIVED AMOUNT BELOW 10007(0/5) Key: OLINCOP Sr. No: 476238 EE OSM: DN MPSEB PATAN 3 101 000451336902 2 toung Name of Applicant 1 भारतीय स्टेट बैंक STATE BANK OF INDIA SIGNE BRANCH BHOPAL MAIN BRANCH BUS D. CODE No: 01308 No tap a Manual pressent at at tat सन 5 मेडीने के लिए बेध बूटर हारा मुहित होने पर ही बैंग NOTING STORES VALID FOR & HONOTHS CHLY. VALUE CHLY IF CH KITER PROFILE PF: 5589657 #336902# 000002000# 000451# 16

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(07621)- 299022, E-Mail- depatan11@rediffmail.com, website:www.mpez.co.in

No.E.E./0&M/WORK/3494 To,

Crossing.

28,02.2025 PATAN, DTD:-

The Divisional Manager, Madhya Pradesh Road Development Corp. Limited, **Opposite office of Chief Engineer (C/Z), PDW** South Civil Lines, Jabalpur. Sub.: -Permission to lay Electrical Cable line (33KV) on Jabalpur Bhopal Road Section NH12 between Shahpura town and Belkheda at near location Bahubali Dhaba situated 200M. Village Surai Sub-Station Total Length 60M of underground

Ref. :-

1. Memo No. 257/DM/MPRDC/2023-24 JBP, Dt:- 13.05.2024

2. E.E.(O&M) Patan Letter No. 198 Patan Dt:- 09.05.2024

3. S.E.(O&M) Jabalpurabalpur Letter No.202 JBP Dt:- 30.04.2024

4. Memo No. 1958/DM/MPRDC/2023-24 JBP, Dt:- 16.01.2024

5. E.E.(O&M) Patan Letter No. 1984, Patan Dt:- 19.12.2023

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उपरोक्त संदर्भित पत्रानुसार जबलपुर-भोपाल रोड (एन.एच.-12) पर शहपूरा एवं बेलखेडा के मध्य स्थान-बाहुबली ढाबा के पास, सुरई ग्राम में 33 के.व्ही. लाईन की स्वीकृति के संबंधित प्रकरण में चाहे गये आवश्यक दस्तावेज संदर्भित पत्र क. 04 के अनुसार तैयार कर प्रति संलग्न मूलतः पत्र के साथ अग्रिम आवश्यक कार्यवाही हेतु आपकी ओर सादर प्रेषित है। नोट :- संदर्भित पत्र 04 के अनुसार :- बिंदु कंमांक 01, 02, 03, 04, 05, 06, 07।

सलग्न --- मूलतः प्रति।

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 कार्यपालन अभियंता (सं.सं.) संभाग

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 कार्यपालन अभियंता (सं.सं.) संभाग

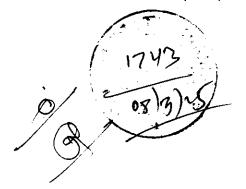
 म.प्र.पूक्षे.वि.वि.कं.लि. पाटन

 कार्यपालन अभियंता (सं.सं.) संभाग

 पाटन, दिनांक : .02.2025

प्रतिलिपि :--

1. सहायक अभियंता (सं.सं.), म.प्र.पू.क्षे.वि.वि.कं.लि. उपसंभाग पाटन सूचनार्थ।



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| | Registration and Stamp Department Madhya Pradesh |
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| | Certificate of Stamp Duty |
| | B-Stamp Details |
| E-Stamp Code | 01010510012025003936 |
| Total E-Stamp Amount Govt. Stamp Duty (Rs.) | 500 |
| Janpad Duty (Rs.) | 500Municipality Duty (Rs.) 00Upkar Amount (Rs.)0 |
| Exempted Amount(Rs.) | 0 Upkar Amount (Rs.) 0 0 |
| E-Stamp Type | NON-JUDICIAL |
| Issue Date & Time | 10/01/2025 13:14:49 |
| Service Provider or Issuer Details | SURYA KUMAR RAJORIYA/SP011840008201500244 |
| SP/SRO/DRO/HO Details | NEAR TEHSIL KARYALAY OFFICE PATAN TEH. PATAN JILA JABALPUR PATAN |
| 12 - Caral Martin Barris Caralter Constraint Alexandres | JABALPUR |
| Deed Type | Agreement/Memorandum of an agreement |
| Deed Instrument | If relating to secure repayment of a loan or debt 0.25 percent of the amount of loan or |
| | debt, subject to a maximum of five lakh rupees |
| Purpose | Agreement |
| | Eirst Party Details |
| Organization Name | MPRDC / NHAI BHOPAL |
| Address | 45-A, Arerahills, Bhopal, Pin-462011 BHOPAL Madhya Pradesh INDIA |
| Number of Persons | 】 331991 - · · · · · · · · · · · · · · · · · · |
| Organization Name | M.P.P.K.V.V.C.L. |
| Address | E.E.(O&M) Patan Division, Near Police Station Patan, Jabalpur M.P. Pin-483113 |
| | JABALPUR Madhya Pradesh INDIA |
| Number of Persons | 1 |
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| Agreement | |
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| | EXECUTIVE ENGINEER (OAM) |
| Disitally sizes the OUDMA | M.P.P.K.V.V. Ob. Litt., PARAN |
| Digitally signed by SURYA KUMAR RAJORIYA | |
| Date: 2025.01.10 13:14:53 | |
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AGREEMENT REGARDING GRANTING OF RIGHT OF WAY PERMISSION FOR UTILITY SERVICES ON STATE HIGHWAY/NATIONAL HIGHWAY

Agreement to lay 33kv underground electrical cable line across Jabalpur-Bhopal Road Section NH12,between Shahpura town and Belkheda at near location Bahubali Dhaba situated 200M from Surai Sub-station Total Length 60M for 33 kv feeder underground crossing along at JABALPUR - BHOPAL NH-12 in state of Madhya Pradesh.

Whereas the Madhya Pradesh Road Development Corporation limited is responsible, inter- alia, for development and maintenance of lands in State of Madhya Pradesh. Whereas the licensee propose to lay 33kv Underground cable along MPRDC NH-30 pipeline along JABALPUR -BHOPAL NH-12 Road from Jabalpur-Bhopal Road Section NH12, between Shahpura town and Belkheda at near location Bahubali Dhaba situated 200M from Surai Sub-station Total Length 60M for 33 kv feeder along at JABALPUR - BHOPAL NH-12 in state of Madhya Pradesh.

Whereas the Licensee has applied to the Authority for permission to lay utility services from MPRDC Jabalpur-Bhopal Road Section NH12, between Shahpura town and Belkheda at near location Bahubali Dhaba situated 200M from Surai Sub-station Total Length 60M NH 12 in state of Madhya Pradesh.

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

Now this agreement witnesses that in consideration of the conditions hereinafter contained and on the part of the licensee to be observed and performed, the MPRDC/NH hereby grants to the Licensee permission to lay Pipeline as per the drawings attached here to 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 fulfillment 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 License fee shall become payable from the date of handing over of ROW land to the Licensee, for laying

of utilities/cables/conduits/pipelines for infrastructure/ service provider. As regards Tariff and Terms and conditions for providing common utility ducts along National Highways, there shall be a separate agreement regime.

- 5. Fee shall have to be paid in advance for the period for which permission is granted for entering into a license agreement. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @ 15% per annum compounded annually.
- 6. Present policy of the MoRT&H is to provide a 2.00 m wide utility corridor on either side of the extreme edge of ROW. In cases where utility ducts with sufficient space are already available along NH, the utility services shall be laid in such ducts subject to technical requirements being fulfilled.
- 7. The utility services shall be laid at the edge of the ROW. In case of restricted width of ROW, which may be adequate only to accommodate the carriageway, central verge, shoulders, slopes of embankment, drains, other road side furniture etc; the utility services shall be laid beyond the toe line of the embankments and clear of the drain.
- 8. The Licensee shall make his own arrangement for crossing of 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 meter below the ground level. However, any structure above ground shall be aesthetically provided for/landscaped with required safety measures as directed by the concerned Authority;
- 11. The utility services shall be permitted to cross the National Highway either through structure or conduits specially built for that purpose. The casing / conduit pipe should, as minimum, extend from drain to drain in cuts and toe of slope to toe of slope in the fills and shall be designed in accordance with the provision of IRC and executed following the Specifications of the Ministry.
- 12. Existing drainage structures shall not be allowed to carry the lines across.
- 13. The top of the casing/conduit pipe containing the utility services to cross the road shall be at least 1.2m below the top of the sub grade or the existing ground level whichever is lower, subject to being at lease 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 30 cm. but not more than 60 cms 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.
 - a. 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.

EXECUTIVE ENGINEER (O&M) M.P.P.K.V.V. Co. Ltd., PATAN

- b. 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.
- c. The side fill shall consist of granular material laid in 15 cm. Layers each consolidated by mechanical tamping and controlled addition of moisture to 95% of the Proctor's Density. Overfill shall be compacted to the same density as the material that had been removed. Consolidation by saturation or ponding will not be permitted.
- d. 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 meter / 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 to any services etc. 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.
- 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 coordination 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 coordination 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 License is subject to the Licensee satisfying (a) minimum disruption of traffic and (b) no damage to the highways. As far as possible, the Licensee should avoid cutting of the road for crossing highway, and other roads and try to carry out the work by menchless technology.

EXECUTIVE ENGINEER (ORM. M.P.P.K.V.V. OD. LIN. PATAN In case any damage is caused to the road pavement in this process, the Licensee will be required

to restore the road to the original condition at its cost. If due to unavoidable reasons the road needs to be cut for crossing or laying utility services, the Licensee has to execute the restoration work in a time bound manner at its cost either by itself or through its authorized representative in 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 a utility service is laid and trenches filled up before the close of the work that day. Filling should be completed to the satisfaction of the concerned agency designated by the Authority.
- 28. The licensee shall indemnify the concerned agency in co-ordination with Authority, against all damages and claims, if any due to the digging of trenches for laying cables/ducts.
- 29. The permission for laying utility services is granted maximum for 5 years at a time, which can thereafter be considered for renewal. On payment of additional fee at the time of renewal, the permission shall automatically be renewed, unless defaults exist. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @ 15% per annum compounded annually.
- 30. The permission shall be valid only for the period it is issued and fee deposited. However, the Authority also has a right to terminate the permission or to extend the period of Agreement.
- 31. That the Licensee shall not undertake any work of shifting, repairs or alterations to the utility services without prior written permission of the concerned agency in coordination with the Authority.
- 32. The permission granted shall not in any way be deemed to convey to the Licensee any ownership right or any interest in route/road/highway land/property, other than what is herein expressly granted. No use of NH ROW will be permitted 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 authorized representatives of Authority to inspect the Project Facilities and to investigate any matter within their Authority, and upon reasonable notice, shall provide reasonable assistance necessary to carry out their respective duties and functions.
- 37. The utility services shall not be made operational by the Licensee unless a completion certificate 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 cancellation not shall it be absolved from any liability already incurred.
- 38. The Licensee shall ensure adherence to relevant Indian standards and fellow best industry practices, methods and standards for the purpose of ensuring the safe, efficient and economic

EXECUTIVE ENGINEER (DAM)

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

Signature of Applicant SIGNED, SEALED AND DEVIVERED BY

for and on behalf of

DIVISIONAL MANAGER MP ROAD DEVELOPMENT CORPORATION LIMITED, JABALPUR (MP)

LTD. JABALPUR MANDLA (MP)

for and on behalf of

In the presence of (Licensee side)

WITNESS:

1.

2.

MP POORV KHSETRA VIDYUT VITARAN CO.

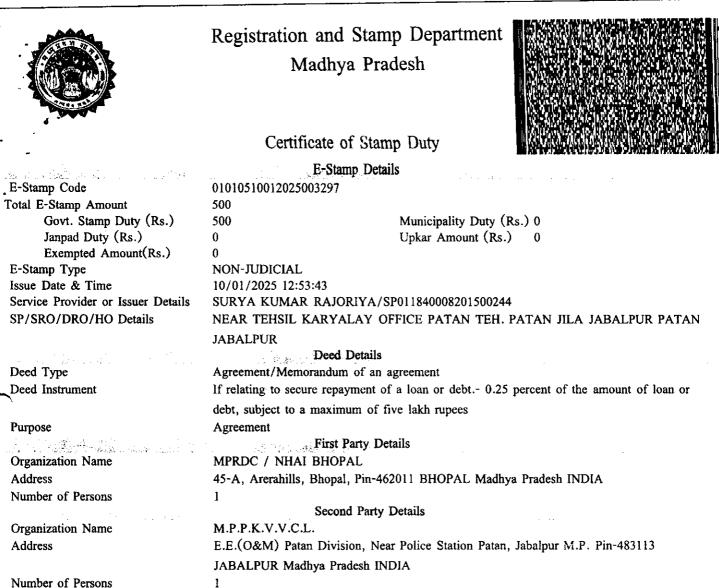
In the presence of (Client/Employer side)

1.

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+ mr. lift WITNESS

GOVERNMENT OF INDIA MINISTRY OF ROAD TRANSPORT & HIGHWAYS CIRCULAR NO. F. No. RWINH-33044/29/201S/S&R(R) Dated: 220d November, 2016

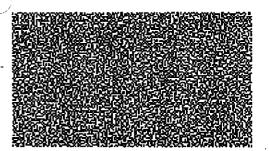


Number of Persons

Agreement

Digitally signed by SURYA KUMAR RAJORIYA Date: 2025.01.15 15:39:26 IST





AGREEMENT REGARDING GRANTING OF RIGHT OF WAY PERMISSION FOR UTILITY SERVICES ON STATE HIGHWAY/NATIONAL HIGHWAY

Agreement to lay 33kv underground electrical cable line across Jabalpur-Bhopal Road Section NH12, between Shahpura town and Belkheda at near location Bahubali Dhaba situated 200M from Surai Sub-station Total Length 60M for 33 kv feeder underground crossing along at JABALPUR - BHOPAL NH-12 in state of Madhya Pradesh.

Whereas the Madhya Pradesh Road Development Corporation limited is responsible, inter- alia, for development and maintenance of lands in State of Madhya Pradesh. Whereas the licensee propose to lay 33kv Underground cable along MPRDC NH-30 pipeline along JABALPUR - BHOPAL NH-12 Road from Jabalpur-Bhopal Road Section NH12, between Shahpura town and Belkheda at near location Bahubali Dhaba situated 200M from Surai Sub-station Total Length 60M for 33 kv feeder along at JABALPUR - BHOPAL NH-12 in state of Madhya Pradesh.

Whereas the Licensee has applied to the Authority for permission to lay utility services from MPRDC Jabalpur-Bhopal Road Section NH12, between Shahpura town and Belkheda at near location Bahubali Dhaba situated 200M from Surai Sub-station Total Length 60M NH 12 in state of Madhya Pradesh.

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

Now this agreement witnesses that in consideration of the conditions hereinafter contained and on the part of the licensee to be observed and performed, the MPRDC/NH hereby grants to the Licensee permission to lay Pipeline as per the drawings attached here to 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 fulfillment 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 License fee shall become payable from the date of handing over of ROW land to the Licensee, for laying

of utilities/cables/conduits/pipelines for infrastructure/ service provider. As regards Tariff and Terms and conditions for providing common utility ducts along National Highways, there shall be a separate agreement regime.

- 5. Fee shall have to be paid in advance for the period for which permission is granted for entering into a license agreement. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @ 15% per annum compounded annually.
- 6. Present policy of the MoRT&H is to provide a 2.00 m wide utility corridor on either side of the extreme edge of ROW. In cases where utility ducts with sufficient space are already available along NH, the utility services shall be laid in such ducts subject to technical requirements being fulfilled.
- 7. The utility services shall be laid at the edge of the ROW. In case of restricted width of ROW, which may be adequate only to accommodate the carriageway, central verge, shoulders, slopes of embankment, drains, other road side furniture etc; the utility services shall be laid beyond the toe line of the embankments and clear of the drain.
- 8. The Licensee shall make his own arrangement for crossing of 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 meter below the ground level. However, any structure above ground shall be aesthetically provided for/landscaped with required safety measures as directed by the concerned Authority;
- 11. The utility services shall be permitted to cross the National Highway either through structure or conduits specially built for that purpose. The casing / conduit pipe should, as minimum, extend from drain to drain in cuts and toe of slope to toe of slope in the fills and shall be designed in accordance with the provision of IRC and executed following the Specifications of the Ministry.
- 12. Existing drainage structures shall not be allowed to carry the lines across.
- 13. The top of the casing/conduit pipe containing the utility services to cross the road shall be at least 1.2m below the top of the sub grade or the existing ground level whichever is lower, subject to being at lease 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 30 cm. but not more than 60 cms 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.
 - a. 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.

EXECUTIVEENGINEER (O&M) M.P.P.K.V.V. Co. Ltd., PATAN

- b. 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.
- c. The side fill shall consist of granular material laid in 15 cm. Layers each consolidated by mechanical tamping and controlled addition of moisture to 95% of the Proctor's Density. Overfill shall be compacted to the same density as the material that had been removed. Consolidation by saturation or ponding will not be permitted.
- d. 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 meter / 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 to any services etc. 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.
- 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 coordination 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 coordination 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 License is subject to the Licensee satisfying (a) minimum disruption of traffic and (b) no damage to the highways. As far as possible, the Licensee should avoid cutting of the road for crossing highway, and other roads and try to carry out the work by penchless technology.

EXECUTIVE ENGINEER (OSMI M.P.P.K.V.V. Co. Ltd., PATAN In case any damage is caused to the road pavement in this process, the Licensee will be required

to restore the road to the original condition at its cost. If due to unavoidable reasons the road needs to be cut for crossing or laying utility services, the Licensee has to execute the restoration work in a time bound manner at its cost either by itself or through its authorized representative in 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 a utility service is laid and trenches filled up before the close of the work that day. Filling should be completed to the satisfaction of the concerned agency designated by the Authority.
- 28. The licensee shall indemnify the concerned agency in co-ordination with Authority, against all damages and claims, if any due to the digging of trenches for laying cables/ducts.
- 29. The permission for laying utility services is granted maximum for 5 years at a time, which can thereafter be considered for renewal. On payment of additional fee at the time of renewal, the permission shall automatically be renewed, unless defaults exist. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @ 15% per annum compounded annually.
- 30. The permission shall be valid only for the period it is issued and fee deposited. However, the Authority also has a right to terminate the permission or to extend the period of Agreement.
- 31. That the Licensee shall not undertake any work of shifting, repairs or alterations to the utility services without prior written permission of the concerned agency in coordination with the Authority.
- 32. The permission granted shall not in any way be deemed to convey to the Licensee any ownership right or any interest in route/road/highway land/property, other than what is herein expressly granted. No use of NH ROW will be permitted 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 authorized representatives of Authority to inspect the Project Facilities and to investigate any matter within their Authority, and upon reasonable notice, shall provide reasonable assistance necessary to carry out their respective duties and functions.
- 37. The utility services shall not be made operational by the Licensee unless a completion certificate 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 cancellation not 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 same ficient and economic

VERTITIVE ENGINEER (ORM)

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.

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

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

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

Signature of Applicant SIGNED, SEALED AND DEVIVERED BY

GOVERNMENT OF INDIA MINISTRY OF ROAD TRANSPORT & HIGHWAYS CIRCULAR NO. F. No. RWINH-33044/29/201S/S&R(R) Dated: 220d November, 2016

for and on behalf of

DIVISIONAL MANAGER MP ROAD DEVELOPMENT CORPORATION LIMITED, JABALPUR (MP)

EXIST UTIVE ENGINEER OLM MP POORV KHSETRA VIDYUT VITARAN CO. LTD. JABALPUR MANDLA (MP)

for and on behalf of

In the presence of (Licensee side)

WITNESS:

2.

In the presence of (Client/Employer side)

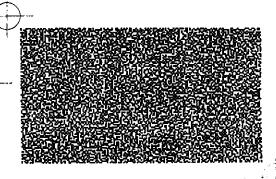
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| Deed Details | |
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| debt, subject to a maximum of five lakh rupees | |
| Purpose Agreement | |
| First Party Details | |
| Organization Name MPRDC / NHAI BHOPAL | |
| Address 45-A, Arerahilis, Bhopal, Pin-462011 BHOPAL Madhya Prac | desh INDIA |
| Number of Persons 1 | |
| Second Party Details | |
| Organization Name M.P.P.K.V.V.C.L. | M.D. D:- 492112 |
| Address E.E.(O&M) Patan Division, Near Police Station Patan, Jabal | pur M.P. Pin-485115 |
| JABALPUR Madhya Pradesh INDIA | |
| Number of Persons 1 | |

Agreement

Digitally signed by SURYA KUMAR RAJORIYA Date: 2025.01.10 13:14:53 IST





PROPOSAL for NEW 33/11 KV S/s for FY 2025-26

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Annexure-1

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| SI. No. | Name of Division /circle | of new S/s | GIS Feeder Id | Name of existing 11 kV feeder on which new S/s proposed | Name of 33/11 kV S/s from which existing 11 kV feeder radiating | Length of existing 11 kV feeder | Maxim um load on feeder | After creation of New S/s expected Load on New S/S | Tail end volta ge | Expected tail end voltage after new S/s | Name of Location at which new 33 kV line will be tapped | | New 33kV Line (KM) with Dog conductor on 280 Kg/9.0mtr long PCC Pole | New 11KV Line for Interconne ction on PCC pole with rabbit conductor (KM) | Bay at 33/11 | 33 kV Bay at EHV S/s | whether forest clearanc e required | Railway crossing permissio |
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Authorised Signatory

AGREEMENT REGARDING GRANTING OF RIGHT OF WAY PERMISSION FOR UTILITY SERVICES ON STATE HIGHWAY/NATIONAL HIGHWAY

Agreement to by 33 member of the second electrical cable line across Jabalpur-Bhopal Road Section NH12, between Shalpura and Belkheda at near location Bahubali Dhaba situated 200M from Surai Sub-station Total Location and Belkheda at near location Bahubali Dhaba situated 200M - BHOPAL NH-12 in state of Machine Scatter

······ day of ····· Month of This Acres ------ between Divisional Manager, Madhya Pradesh Year Two Thousand Twenty Road Development Corpora acting in his executive capacity through (hereinafter **-** S shall unless excluded by or repugnant to the context. referred to as the MPRDC 📫 on the one part and 🛛 MADHYA PRADESH POORV include his successors 🚾 🖉 **LIMITED**, JABALPUR a company registered under KSHETRA VIDYUT VITA companies act 1956 registered office located, Block No. 7, Shakti reafter referred as Mppkvvcl/Licensee) which Bhawan, Rampur, Jabalpur, pugnant to the context, include his heirs its expression shall, unless second part. successors/their succes Whereas I

inter- alia, for development licensee propose to lay 3 BHOPAL NH-12 Road from at near location Bahaluft feeder along at JABAL

Whereas from MPRDC Jabalper for location Bahubali Dhaba Madhya Pradesh

And where conditions hereinafter Now this

contained and on the grants to the Licensee following conditions

- 1. ROW permissions on the National from provider, either shall be restricted agreement & for the
- No Licensee shall to use the ROT. subject to tech fulfillment of tech any disruption shall not be helf.
- 3. The Licensee states site identification obtaining research construction, construction activities essentiation
- The Licensee shall become shall become

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the Authority for permission to lay utility services E12,between Shahpura town and Belkheda at near Sub-station Total Length 60M NH 12 in state of

need to grant such permission on the terms and

in consideration of the conditions hereinafter served and performed, the MPRDC/NH hereby a per the drawings attached here to subject to the

The purpose of extending the way leave facility the scope of activity of a utility service ther, enforceability of the permission so granted stors/scope of activities defined in the license acted.

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ang all activities including, but not limited to arranging finance, project management, chemances, supply of equipment, material, maintenance and operation and all other checkoning of their own utility/ industrial

EXECUTIVE ENGINEER (06M)

STATE SHOW AYS CIRCULAR NO.

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.

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- 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 ass ___ed by the Authority shall be payable by the Licensee.
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- 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 meter below the ground level. However, any structure above ground shall be aesthetically provided for/landscaped with required safety measures as directed by the concerned Authority;
- 11. The utility services shall be permitted to cross the National Highway either through structure or conduits specially built for that purpose. The casing / conduit pipe should, as minimum extend from drain to drain in cuts and toe of slope to toe of slope in the fills and shall be designed in accordance with the provision of IRC and executed following the Specifications of the Ministry.
- 12. Existing drainage structures shall not be allowed to carry the lines across.
- 13. The top of the casing/conduit pipe containing the utility services to cross the road shall be at least 1.2m below the top of the sub grade or the existing ground level whichever is lower, subject to being at lease 0.3m below the drain inverts. A typical sketch showing the clearances is given in Attachment-1.
- 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 30 cm. but not more than 60 cms 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.
 - a. 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.

EXECUTIVE ENGINEER (OSA) M.P.P.K.V.Y. Co. Ltd., PATAN

- b. The backfill shall be completed in two stages (i) Side-fill to the level of the top of the p (ii) Overfill to the bottom of the road crust.
- c. The side fill shall consist of granular material laid in 15 cm. Layers each consolidated mechanical tamping and controlled addition of moisture to 95% of the Proctor's Dens Overfill shall be compacted to the same density as the material that had been remov Consolidation by saturation or ponding will not be permitted.
- d. The road crust shall be built to the same strength as the existing crust on either side 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 proper filling and compaction, so as to restore the land in to the same condition as it w before digging the trench, clearing debris/loose earth produced due to execution of trenchi 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 undertaken by the Licensee at its cost either by itself or through its authorized representati 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 @ Rsper route meter / Rs. per sq m with a validity of one year initially (extendable if required t satisfactory completion of work) shall have to be furnished by the Licensee to the Authority/i designated agency as a security against improper restoration of ground in terms of fillin unsatisfactory compaction damages caused to other underground installations/utility service & interference, interruption, disruption or failure caused thereof to any services etc. 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 t excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bar Guarantee.
- 20. In case, the Performance Bank Guarantee is invoked as mentioned above, the Licensee sha be required to replenish and reinstate the required Performance Bank Guarantee within on month of such invoking. In case the work contemplated herein is not completed to th satisfaction of the Authority, which has granted the permission, within a period of 11 month from the date of issue of the Bank Guarantee, the Licensee shall either furnish a free guarantee or extend the guarantee for a further period of one year. Notwithstanding this, th Licensee shall be liable to pay full compensation to the aggrieved Authority/ its designate 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 origina condition at his own cost and risk.
- 22. The Licensee shall be responsible to ascertain from the respective agency in coordination 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 coordination 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 License is subject to the Licensee satisfying (a) minimum disruption of traffic and (b) no damage to the highways. As far as possible, the Licensee should avoid cutting of the road for crossing highway, and other roads and try to carry out the work by menchless technology.

EXECUTIVE ENGINEER (OSN: M.P.P.K.V.M. OD. LM., PATAN In case any damage is caused to the road pavement in this process, the Licensee will required

to restore the road to the original condition at its cost. If due to unavoidable reasons the r needs to be cut for crossing or laying utility services, the Licensee has to execute restoration work in a time bound manner at its cost either by itself or through its authori representative in consultation with the Authority as per predetermined time schedule quality standards. In case of the Licensee failing to discharge the obligation of making good the excavated trench/other restoration work, the Authority shall have a right to make good damages caused by excavation, at the cost of the Licensee and recover the amount forfeiture of the Bank Guarantee.

- 26. The Licensee shall inform/give a notice to the concerned agency designated by the Autho at least 15 day in advance with route details prior to digging trenches, for fresh maintenance/ repair works. A separate performance Bank Guarantee for maintenance/rej works shall have to be furnished by the Licensee.
- 27. Each day, the extent of digging the trenches should be strictly regulated so that a utility servise is laid and trenches filled up before the close of the work that day. Filling should be completo the satisfaction of the concerned agency designated by the Authority.
- 28. The licensee shall indemnify the concerned agency in co-ordination with Authority, emission 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 thereafter be considered for renewal. On payment of additional fee at the time of renewal, permission shall automatically be renewed, unless defaults exist. In case of renewal, prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attribute interest @ 15% per annum compounded annually.
- 30. The permission shall be valid only for the period it is issued and fee deposited. However, Authority also has a right to terminate the permission or to extend the period of Agreeme
- 31. That the Licensee shall not undertake any work of shifting, repairs or alterations to the ut services without prior written permission of the concerned agency in coordination with Authority.
- 32. The permission granted shall not in any way be deemed to convey to the Licensee ownership right or any interest in route/road/highway land/property, other than what is he expressly granted. No use of NH ROW will be permitted for any purpose other than specified in the Agreement.
- 33. During the subsistence of this Agreement, the utility services located in highway lat property snall be deemed to have been constructed and continued only by the consent permission of the Authority so that the right of the Licensee to the use thereof shall not ______ 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-tag photographs and geo-tagged video recordings of laying of cables in the trench (with resi to the NH) and after complete restoration shall be submitted to the Authority for verifica and record within a month of completion of works.
- 36. The Licensee shall allow free access to the Site at all times to the authorized representat of Authority to inspect the Project Facilities and to investigate any matter within t Authority, and upon reasonable notice, shall provide reasonable assistance necessary to c out their respective duties and functions.
- 37. The utility services shall not be made operational by the Licensee unless a comple certificate to the effect that the utility services has been laid in accordance with the appropriations and drawings and the trenches have been filled up to the satisfaction of concerned agency in co-ordination with the Authority has been obtained. Notwithstan anything contained herein, this Agreement may be cancelled at any time by Authority breach of any condition of the same and the Licensee shall neither be entitled to compensation for any loss caused to it by such cancellation not shall it be absolved from liability already incurred.
- 38. The Licensee shall ensure adherence to relevant Indian standards and fellow best indu practices, methods and standards for the purpose of ensuring the safe, efficient and econo

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

Signature of Applicant SIGNED, SEALED AND DEVIVERED BY

for and on behalf of

DIVISIONAL MANAGER MP ROAD DEVELOPMENT CORPORATION LIMITED, JABALPUR (MP)

In the presence of (Licensee side)

WITNESS:

1.

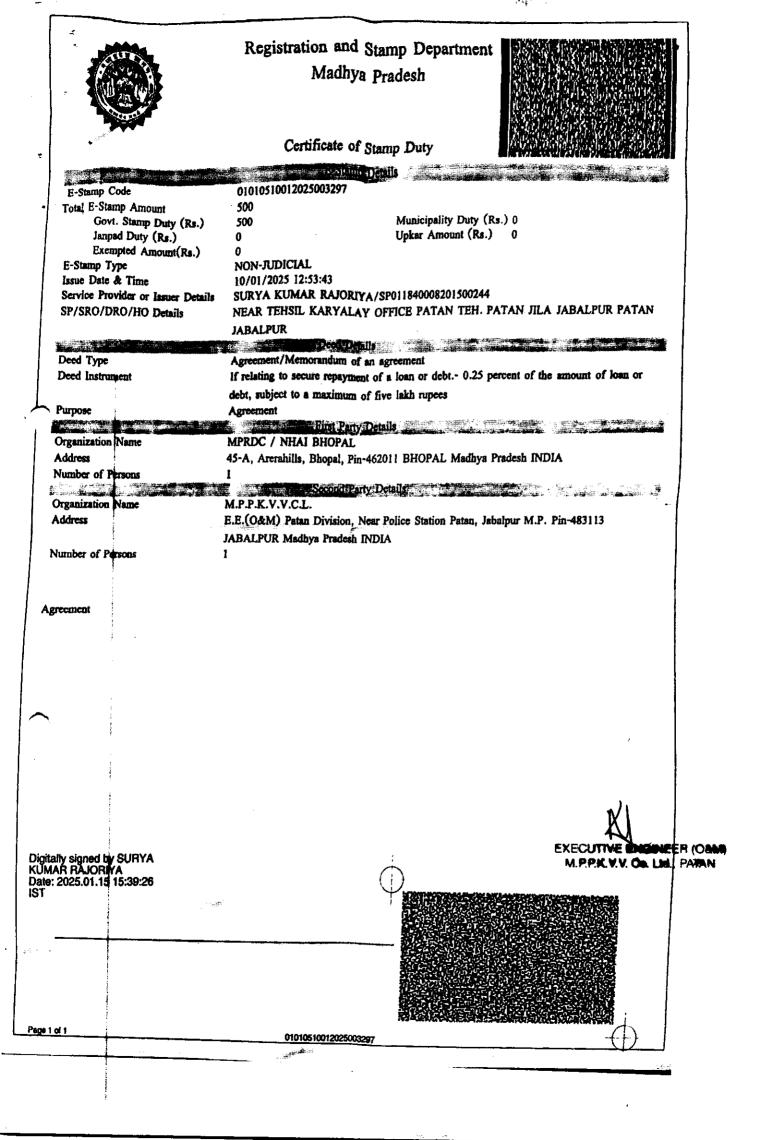
2.

for and on behalf of MP POOR KHSETRA VIDYUT VITARAN CO LTD. JABALPUR MANDLA (MP)

In the presence of (Client/Employer side)

D.K. Durvived

GOVERNMENT OF INDIA MINISTRY OF ROAD TRANSPORT & HIGHWAYS CIRCULAR NO. F. No. RWINH-33044/29/2015/S&R(R) Dated: 220d November, 2016



AGREEMENT REGARDING GRANTING OF RIGHT OF WAY PERMISSION FOR UTILITY SERVICES ON STATE HIGHWAY/NATIONAL HIGHWAY

Agreement to lay 33kv underground electrical cable line across Jabalpur-Bhopal Road Section NH12, between Shahpura town and Belkheda at near location Bahubali Dhaba situated 200M from Surai Sub-station Total Length 60M for 33 kv feeder underground crossing along at JABALPUR - BHOPAL NH-12 in state of Madhya Pradesh.

Whereas the Madhya Pradesh Road Development Corporation limited is responsible, inter- alia, for development and maintenance of lands in State of Madhya Pradesh. Whereas the licensee propose to lay 33kv Underground cable along MPRDC NH-30 pipeline along JABALPUR -BHOPAL NH-12 Road from Jabalpur-Bhopal Road Section NH12, between Shahpura town and Belkheda at near location Bahubali Dhaba situated 200M from Surai Sub-station Total Length 60M for 33 kv feeder along at JABALPUR - BHOPAL NH-12 in state of Madhya Pradesh.

Whereas the Licensee has applied to the Authority for permission to lay utility services from MPRDC Jabalpur-Bhopal Road Section NH12, between Shahpura town and Belkheda at near location Bahubali Dhaba situated 200M from Surai Sub-station Total Length 60M NH 12 in state of Madhya Pradesh.

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

Now this agreement witnesses that in consideration of the conditions hereinafter contained and on the part of the licensee to be observed and performed, the MPRDC/NH hereby grants to the Licensee permission to lay Pipeline as per the drawings attached here to 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 fulfillment 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 License fee shall become payable from the date of handing over of ROW land to the Ligensee, for laying

of utilities/cables/conduits/pipelines for infrastructure/ service provider. As regards Tariff and Terms and conditions for providing common utility ducts along National Highways, there shall be a separate agreement regime.

- 5. Fee shall have to be paid in advance for the period for which permission is granted for entering into a license agreement. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @ 15% per annum compounded annually.
- 6. Present policy of the MoRT&H is to provide a 2.00 m wide utility corridor on either side of the extreme edge of ROW. In cases where utility ducts with sufficient space are already available along NH, the utility services shall be laid in such ducts subject to technical requirements being fulfilled.
- 7. The utility services shall be laid at the edge of the ROW. In case of restricted width of ROW, which may be adequate only to accommodate the carriageway, central verge, shoulders, slopes of embankment, drains, other road side furniture etc; the utility services shall be laid beyond the toe line of the embankments and clear of the drain.
- 8. The Licensee shall make his own arrangement for crossing of 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 meter below the ground level. However, any structure above ground shall be aesthetically provided for/landscaped with required safety measures as directed by the concerned Authority;
- 11. The utility services shall be permitted to cross the National Highway either through structure or conduits specially built for that purpose. The casing / conduit pipe should, as minimum, extend from drain to drain in cuts and toe of slope to toe of slope in the fills and shall be designed in accordance with the provision of IRC and executed following the Specifications of the Ministry.
- 12. Existing drainage structures shall not be allowed to carry the lines across.
- 13. The top of the casing/conduit pipe containing the utility services to cross the road shall be at least 1.2m below the top of the sub grade or the existing ground level whichever is lower, subject to being at lease 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 30 cm. but not more than 60 cms 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.
 - a. 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.

EXECUTIVE ENGINEER (Oam), M.P.P.K.V.V. Co. LId., PATAN

- b. 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.
- c. The side fill shall consist of granular material laid in 15 cm. Layers each consolidated by mechanical tamping and controlled addition of moisture to 95% of the Proctor's Density. Overfill shall be compacted to the same density as the material that had been removed. Consolidation by saturation or ponding will not be permitted.
- d. 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 meter / 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 to any services etc. 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.
- 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 coordination 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 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 coordination 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 License is subject to the Licensee satisfying (a) minimum disruption of traffic and (b) no damage to the highways. As far as possible, the Licensee should avoid cutting of the road for crossing highway, and other roads and try to carry out the work by tranchless technology.

EXECUTIVE ENGINEER (O&M)

In case any damage is caused to the road pavement in this process, the Licensee will be required

to restore the road to the original condition at its cost. If due to unavoidable reasons the road needs to be cut for crossing or laying utility services, the Licensee has to execute the restoration work in a time bound manner at its cost either by itself or through its authorized representative in 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 a utility service is laid and trenches filled up before the close of the work that day. Filling should be completed to the satisfaction of the concerned agency designated by the Authority.
- 28. The licensee shall indemnify the concerned agency in co-ordination with Authority, against all damages and claims, if any due to the digging of trenches for laying cables/ducts.
- 29. The permission for laying utility services is granted maximum for 5 years at a time, which can thereafter be considered for renewal. On payment of additional fee at the time of renewal, the permission shall automatically be renewed, unless defaults exist. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @ 15% per annum compounded annually.
- 30. The permission shall be valid only for the period it is issued and fee deposited. However, the Authority also has a right to terminate the permission or to extend the period of Agreement.
- 31. That the Licensee shall not undertake any work of shifting, repairs or alterations to the utility services without prior written permission of the concerned agency in coordination with the Authority.
- 32. The permission granted shall not in any way be deemed to convey to the Licensee any ownership right or any interest in route/road/highway land/property, other than what is herein expressly granted. No use of NH ROW will be permitted 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 authorized representatives of Authority to inspect the Project Facilities and to investigate any matter within their Authority, and upon reasonable notice, shall provide reasonable assistance necessary to carry out their respective duties and functions.
- 37. The utility services shall not be made operational by the Licensee unless a completion certificate 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 cancellation not 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

EXECUTIVE ENGINEER (ORM) M.P.P.K.V.V. Co. Ltd., PATAN 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.
- 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 conditions 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 WHERE OF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THROUGH THEIR RESPECTIVE AUTHORISED REPRESENTATIVES THE DAY AND THE YEAR FIRST ABOVE WRITTEN.

Signature of Applicant SIGNED, SEALED AND DEVIVERED BY

for and on behalf of

DIVISIONAL MANAGER MP ROAD DEVELOPMENT CORPORATION LIMITED, JABALPUR (MP) EXEXPTCET WE WERE MODEL MP POOR KHISETRA VIDYUT VITARAN CO. LTD. JABALPUR MANDLA (MP)

In the presence of (Client/Employer side)

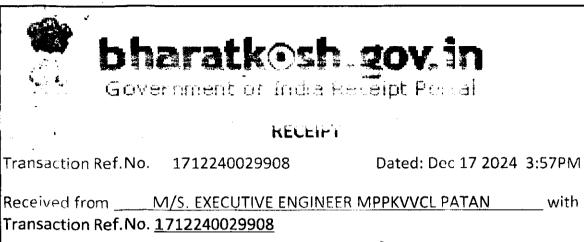
for and on behalf of

In the presence of (Licensee side)

WITNESS:

1. 2.

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Dated Dec 17 2024 3:57PM the sum of INR 4752 (Four Thousand Seven Hundred Fifty-Two Only)_ through Internet based Online payment in the account of⁻

Receipt of Service Fees on Account of NH, , permission to lay 33kv line on NH12 ibp-bpl by EE(O&M) patan.

Disclaimer:- This is a system generated electronic receipt, hence no physical signature is required for the purpose of authentication

Printed On: 17-12-2024 03:59:41

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(07621)- 299022, E-Mail- depatan11@rediffmail.com, website:www.mpez.co.in

Annexure No-4

UNDERTAKING

We, Executive Engineer (O&M) MPPKVVCL PATAN hereby do undertake in Reference to our ROW Application for the route on Jabalpur-Bhopal Road Section NH-12, Between Shahpura town and Belkheda at near location Bahubali Dhaba situated 200M from Surai Sub Station Total Length 60M.

We will relocate Pipeline/Cable lines/Utilities at our own cost, notwithstanding the permission granted within such time as will be stipulated by MPRDC for further expansion or any other development.

For EXECUTIVE ENGINEER (O&M) MPPKVVCL PATAN.

Authorized Signatory

ER (OSM) M.P.P.K.V.V. Co. LN., PATAN





(07621)- 299022, E-Mail- depatan11@rediffmail.com, website:www.mpez.co.in

Annexure No-5

UNDERTAKING

We, Executive Engineer (O&M) MPPKVVCL PATAN hereby do undertake in Reference to our ROW Application for the route on Jabalpur-Bhopal Road Section NH-12, Between Shahpura town and Belkheda at near location Bahubali Dhaba situated 200M from Surai Sub Station Total Length 60M.

1. If river / nallah are dry MPPKVVCL PATAN proposes to cross the same by laying GI/RCC pipes at least 1.65 m below the river bed. In case of flowing water where MPPKVVCL PATAN cannot cross by Horizontal Drilling method, the same bridge/canal will be crossed by clamping method.

2. If clamp is not possible bridge will be crossed by concrete encased GI pipe laid inside the railing on the edge of the bridge.

3. All link roads will be crossed by Auger boring or using trench less method. In case if there are any difficulties at a particular crossing MPPKVVCL PATAN will contact department's concerned engineer before taking up the work.

4. The department shall not be responsible for any loss or damage to the Pipeline/cable etc. that may occur due to any reasons during/after laying the same.

5. In the event of any mis-happening/accidents etc. while carrying laying of Pipeline/ cables MPPKVVCL PATAN shall be liable to pay the any type of compensation so claimed.

6. MPPKVVCL PATAN shall not cause any damage to the carriageway of the highway and structure like bridges, culverts, drains, buildings, etc and in case of failure. MPPKVVCL PATAN will be liable to make good the loss caused to the department

7. MPPKVVCL PATAN shall lay the cables under the guidance of the department.

8. The department shall not be responsible in case the cable line comes in the area under development in future at any time. In such an eventuality shifting of the cable etc. shall be the liability of MPPKVVCL PATAN.

9. MPPKVVCL PATAN shall be responsible for any damage caused to the tress in the NHAI boundary, it will be responsibility of MPPKVVCL PATAN to obtain permission for such likely foreseen/unforeseen damage from the competent Authority.

10. In case of some unavoidable circumstances if MPPKVVCL PATAN desires to cross the carriageway, the same shall be done under the guidance of the department and under no circumstances, the carriageway shall be allowed to the damage. The crossing of carriageway shall be allowed with pressure angles only

EXECUTIVE ENGINEER (ORM) M.P.P.K.V.V. Co. Ltd., PATAN



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11. While crossing the bridge/culverts, no additional dead load shall be allowed to beadded to the existing structure

12. In case of difficulty anywhere in the stretch, MPPKVVCL PATAN shall contact the concerned engineer of the department.

For EXECUTIVE ENGINEER (O&M) MPPKVVCL PATAN.

Authorized Signatory

NGINEER (OM) M.P.P.K.V.V. CO. LIC. PATAN



(07621)- 299022, E-Mail- depatan11@rediffmail.com, website:www.mpez.co.in

Annexure No-5

UNDERTAKING

We, Executive Engineer (O&M) MPPKVVCL PATAN hereby do undertake in Reference to our ROW Application for the route on Jabalpur-Bhopal Road Section NH-12, Between Shahpura town and Belkheda at near location Bahubali Dhaba situated 200M from Surai Sub Station Total Length 60M.

1. MPPKVVCL PATAN shall be solely responsible/ liable for full compensation/indemnification of concerned agency/aggrieved owners for any direct or indirect or consequential damages caused to them/claim or replacements sought for at our cost and risk.

2. Cable would be laid keeping in mind future expansion /4/6 laning of the NH. However, we also agree that we shall shift the Pipeline/cables/ducts within 30 days (or as specified by the respective agency/owner) from the date of issue of Notice by the concerned owner to shift/relocate the Pipeline/cables/duct in case it is 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 our own cost and risk.

3. We will not violate the instruction of MORTH (Ministry of Road Transport & Highways), New Delhi.

4. It is undertaken that the cable will be carried out on the outside of railing/parapets of the bridge/culvert and supported by brackets and fixed outside of the bridge super-structure or as design approved by the Engineer in Charge.

5. Pipeline/Cable will be laid under link road by boring system.

6. The agency will notify the concerned Executive Engineer at least 15 days in advance before digging trenches along with the road.

7. Adequate arrangement for cautioning the traffic by way of caution board during daytime and danger light at night will be provided by the agency.

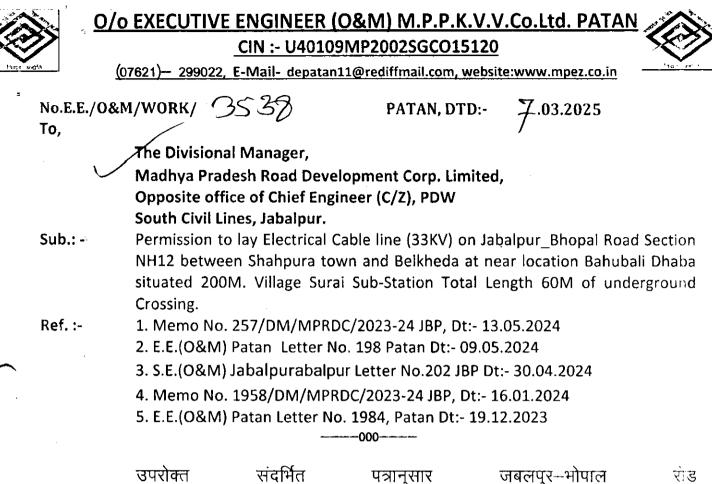
8 .Each days the extent of digging trenches should be strictly regulated so that the cables are laid and trenches filled up before the close of work that day, the filling should be completed to the satisfaction of Engineer in charge.

9. The agency shall indemnify the road all the damages, if any, due to the digging of trenches fo For MPPKVVCL PATAN.

For EXECUTIVE ENGINEER (O&M) MPPKVVCL PATAN.

EXECUTIVE ENGINEER (OEM) M.P.P.K.V.V. Co. LNL. PATAN

Authorized Signatory



(एन.एच.--12) पर शहपुरा एवं बेलखेडा के मध्य स्थान--बाहुबली ढाबा के पास, सुरई ग्राम में 33 के. व्ही. लाईन की स्वीकृति के संबंधित प्रकरण में चाहे गये आवश्यक दस्तावेज संदर्भित पत्र कं. 04 के अनुसार बिंदु कंमांक 07 "Undertaking as per above guidelines" तैयार कर मूलतः प्रति पत्र के साथ अग्रिम आवश्यक कार्यवाही हेतु आपकी ओर सादर प्रेषित है।

संलग्न :-- १. ई-स्टांप मूलतः प्रति (100*6=600 Rs.) २. ई--स्टांप छायाप्रति ०३ सेट।

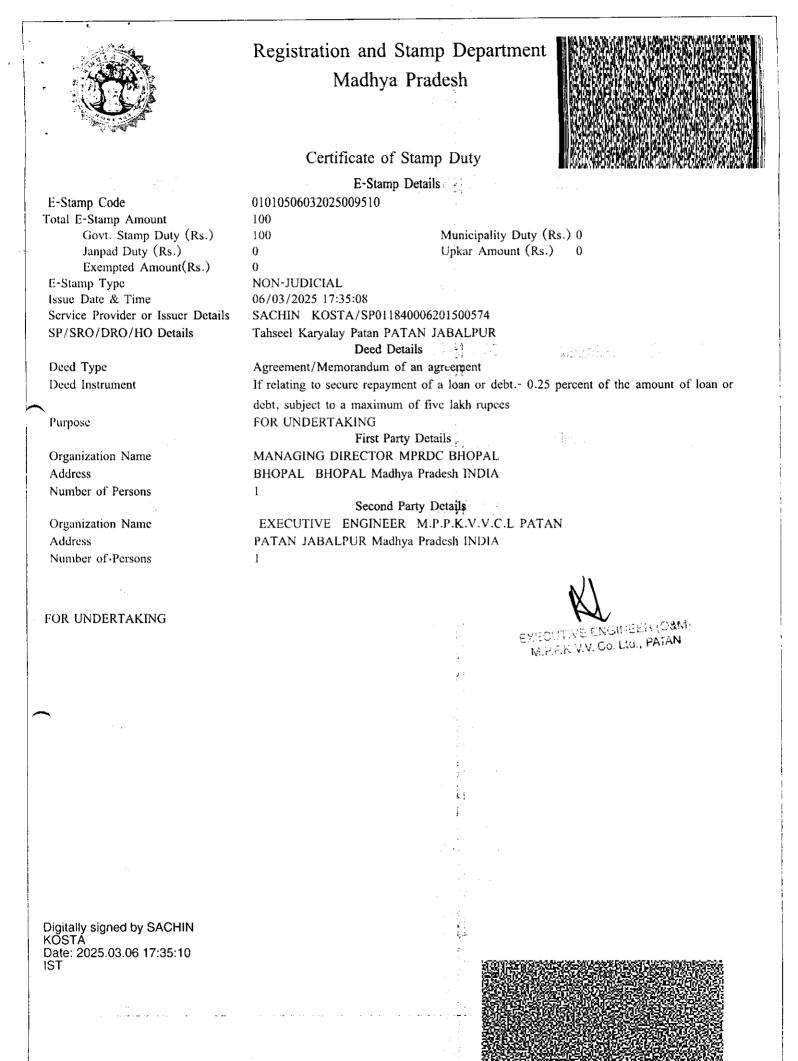
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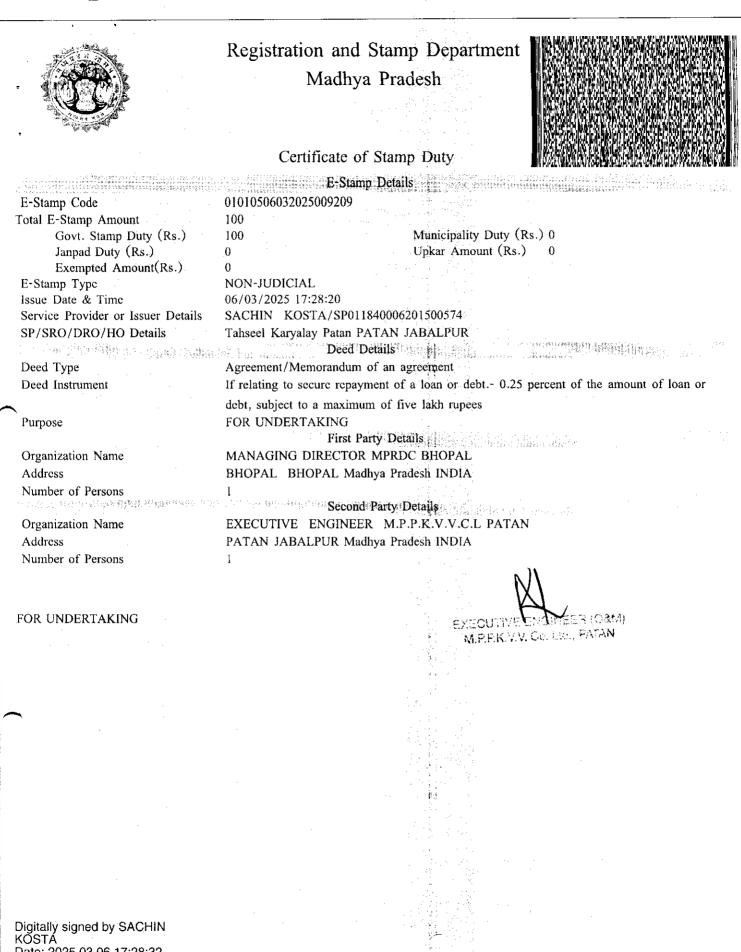
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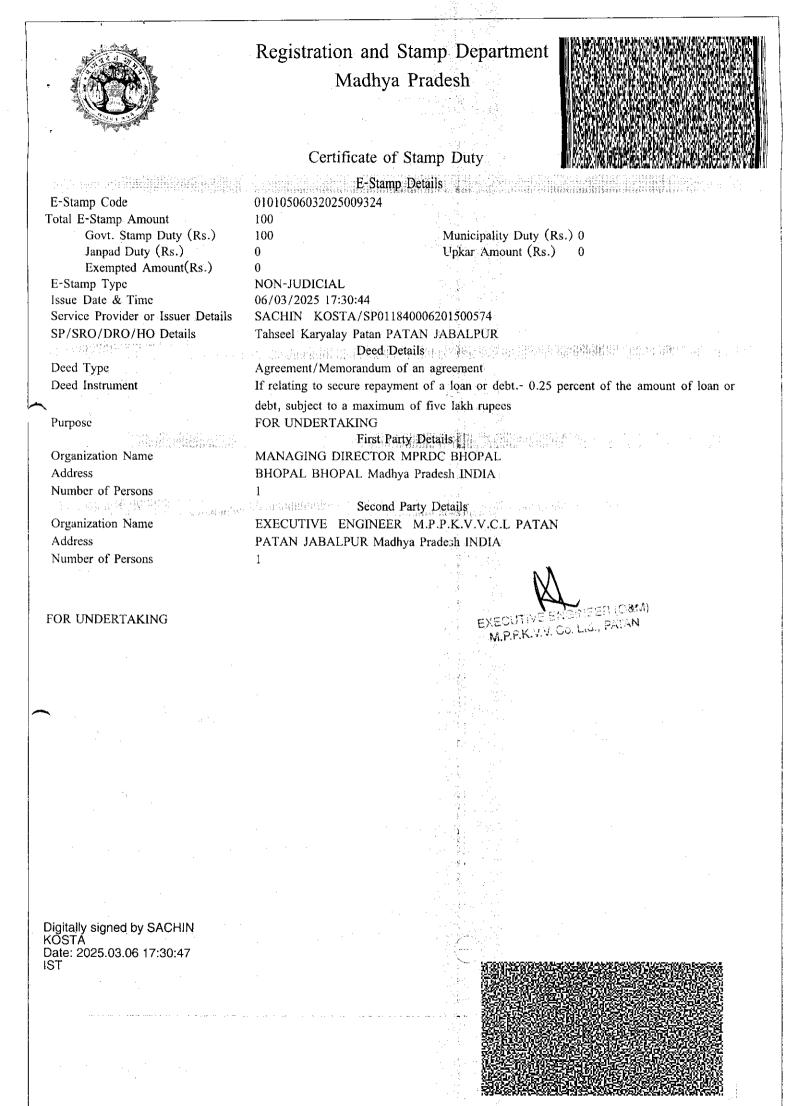
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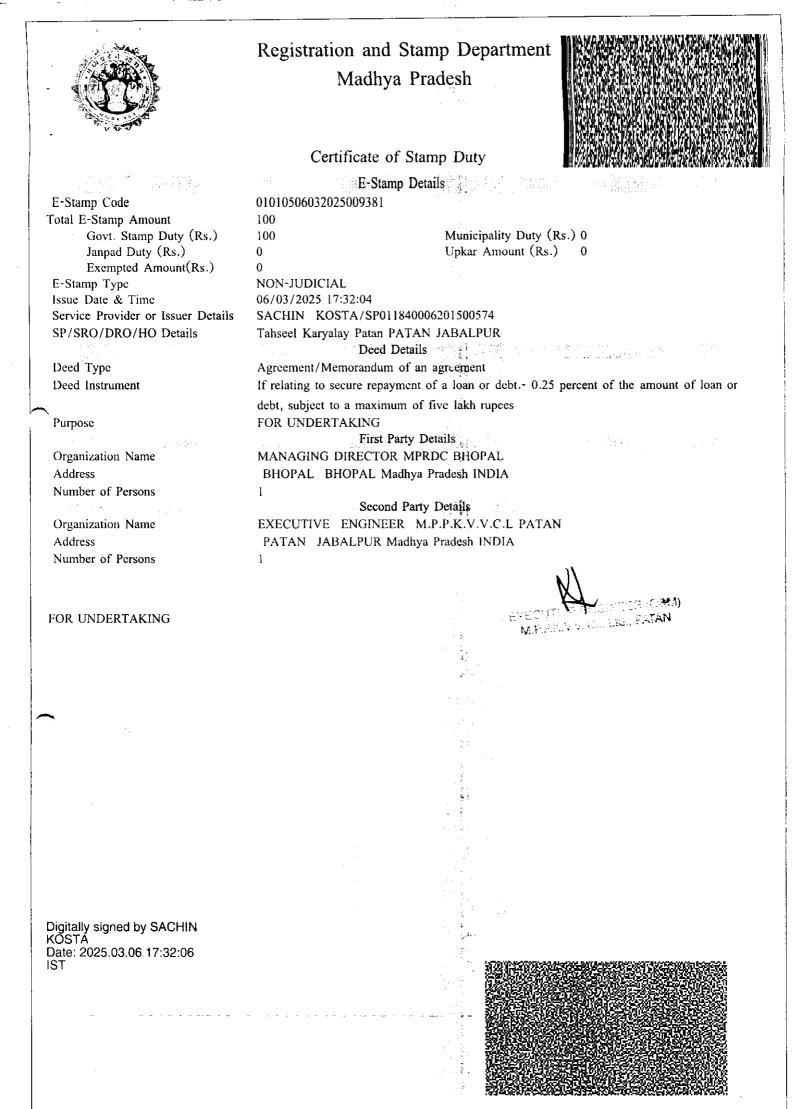


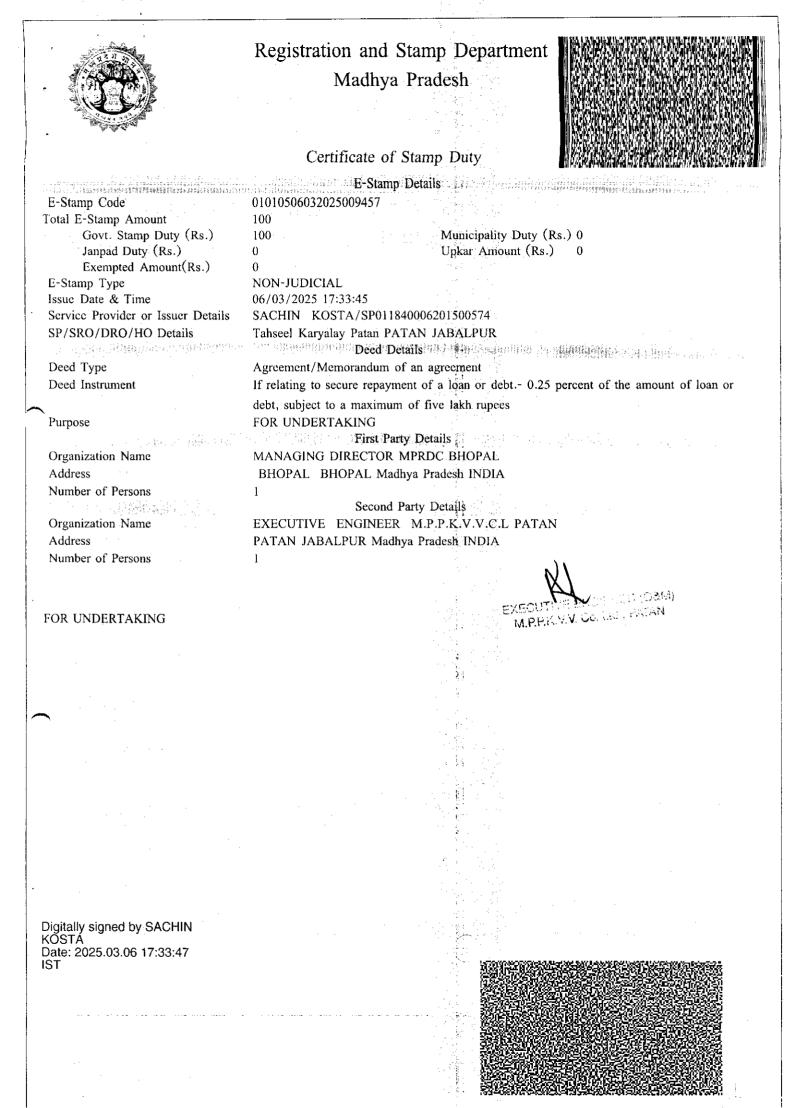
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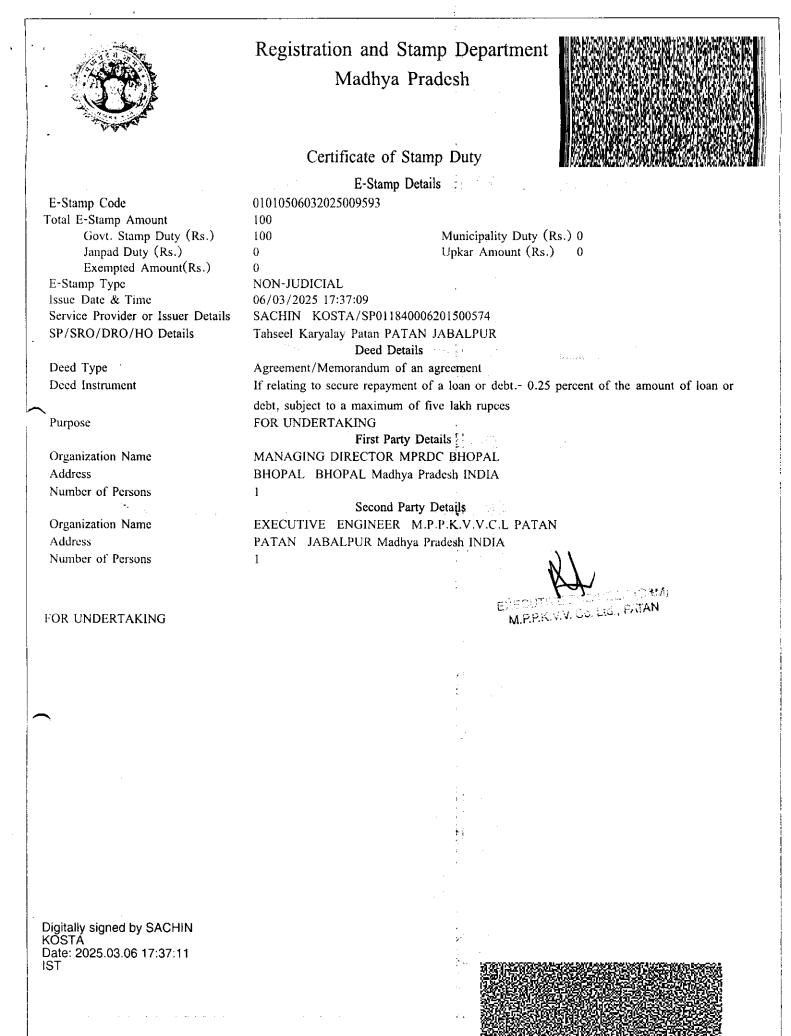
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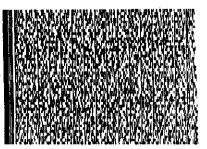




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Deed Type Deed Instrument

Purpose

Organization Name Address Number of Persons

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FOR UNDERTAKING

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Agreement/Memorandum of an agreement

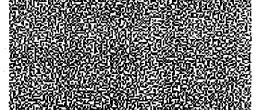
If relating to secure repayment of a loan or debt.- 0.25 percent of the amount of loan or

debt, subject to a maximum of five lakh rupees FOR UNDERTAKING

First Party Details MANAGING DIRECTOR MPRDC BHOPAL BHOPAL BHOPAL Madhya Pradesh INDIA

Second Party Details EXECUTIVE ENGINEER M.P.P.K.V.V.C.L PATAN PATAN JABALPUR Madhya Pradesh INDIA 1

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Purpose

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FOR UNDERTAKING

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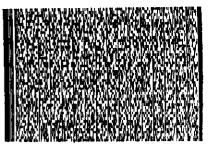
First Party Details MANAGING DIRECTOR MPRDC BHOPAL BHOPAL BHOPAL Madhya Pradesh INDIA

Second Party Details EXECUTIVE ENGINEER M.P.P.K.V.V.C.L PATAN PATAN JABALPUR Madhya Pradesh INDIA 1

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Deed Type Deed Instrument

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Organization Name Address Number of Persons

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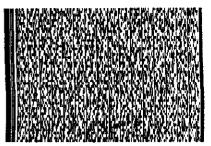
MANAGING DIRECTOR MPRDC BHOPAL BHOPAL BHOPAL Madhya Pradesh INDIA

Second Party Details EXECUTIVE ENGINEER M.P.P.K.V.V.C.L PATAN PATAN JABALPUR Madhya Pradesh INDIA 1

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Organization Name Address Number of Persons Organization Name Address Number of Persons

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Agreement/Memorandum of an agreement If relating to secure repayment of a loan or debt.- 0.25 percent of the amount of loan or

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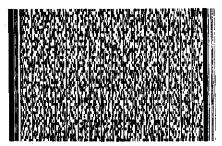
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Deed Type Deed Instrument

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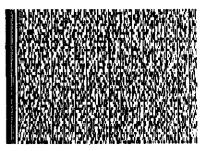
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Second Party Details EXECUTIVE ENGINEER M.P.P.K.V.V.C.L PATAN PATAN JABALPUR Madhya Pradesh INDIA

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Deed Type Deed Instrument

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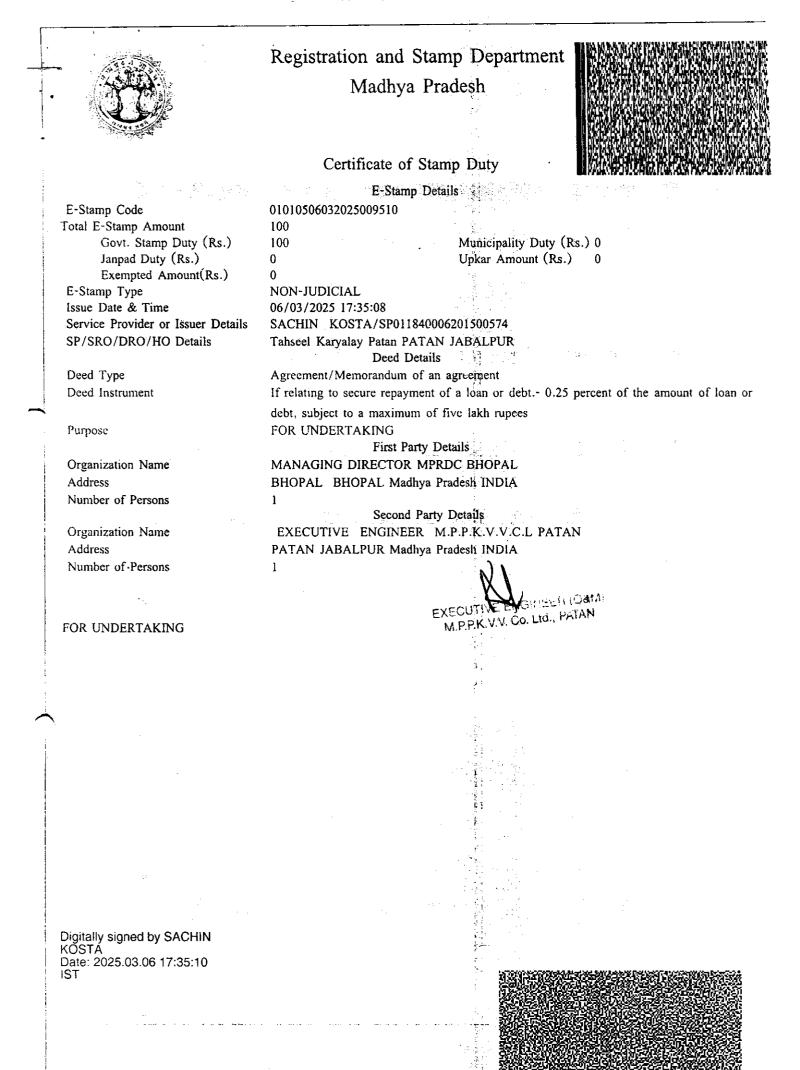
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First Party Details MANAGING DIRECTOR MPRDC BHOPAL BHOPAL BHOPAL Madhya Pradesh INDIA 1

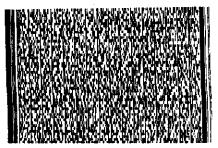
Second Party Details EXECUTIVE ENGINEER M.P.P.K.V.V.C.L PATAN PATAN JABALPUR Madhya Pradesh INDIA

-(⊖**?**≛1) EX-3 M.R.H.K.V.V. Co. Ltd., PATAN

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Deed Type Deed Instrument

Purpose

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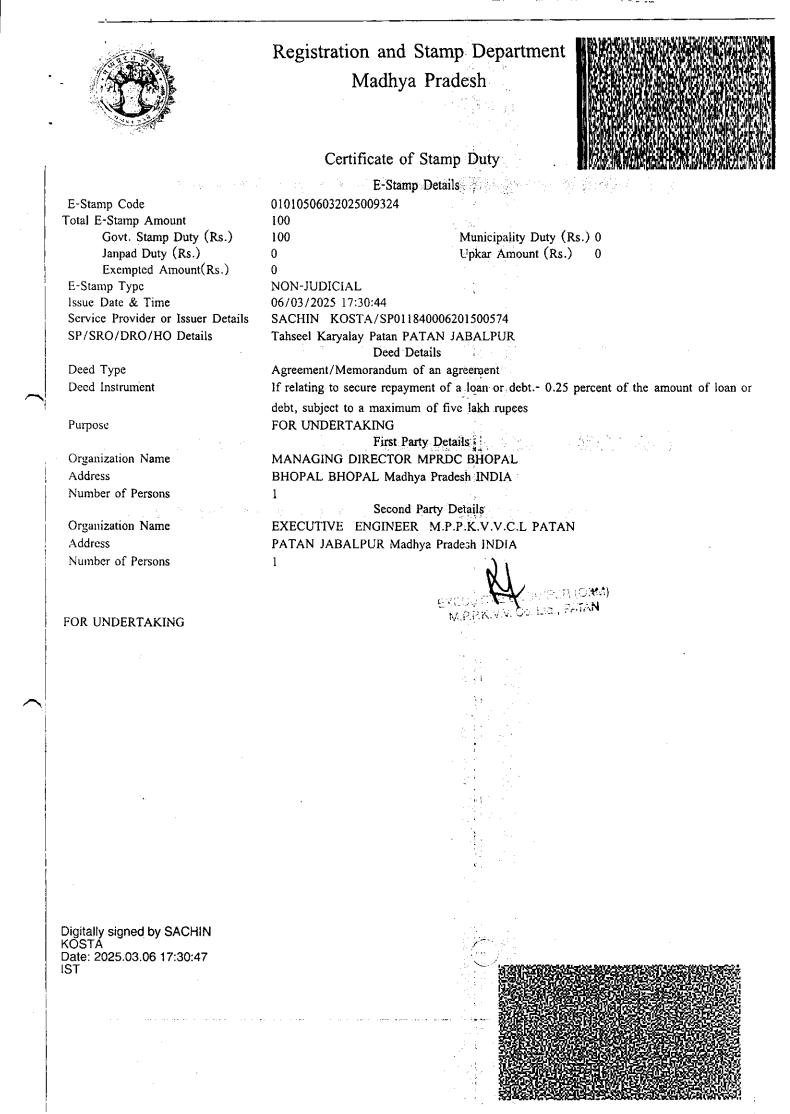
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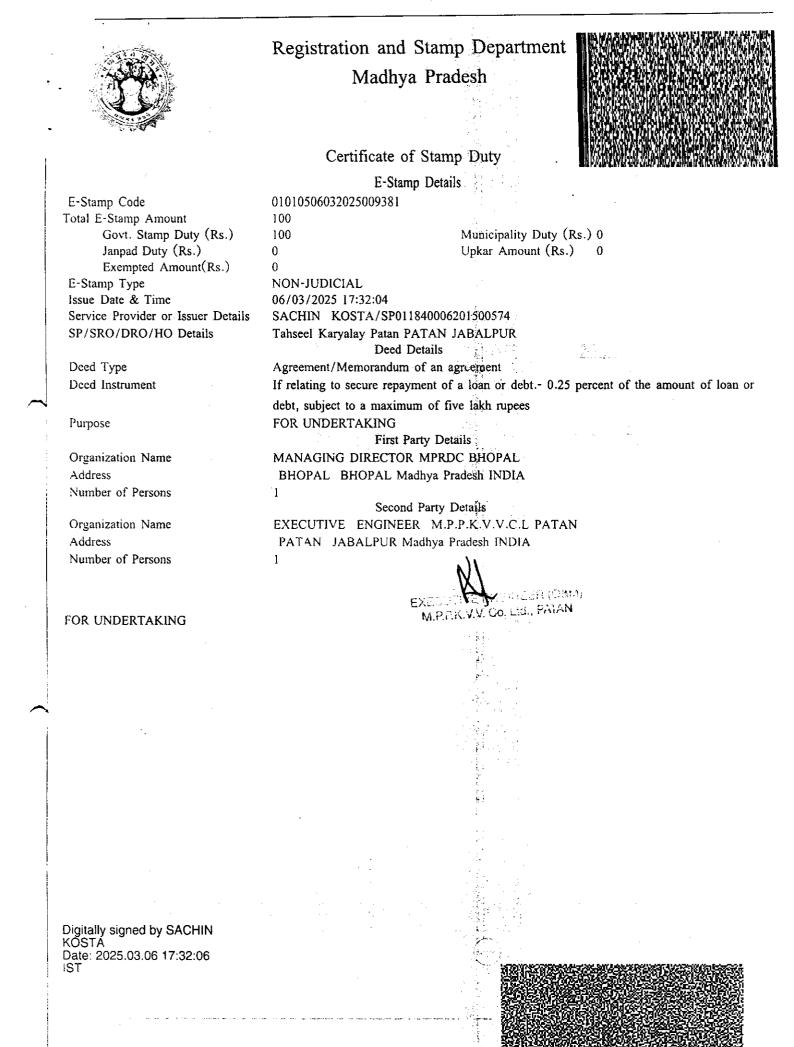
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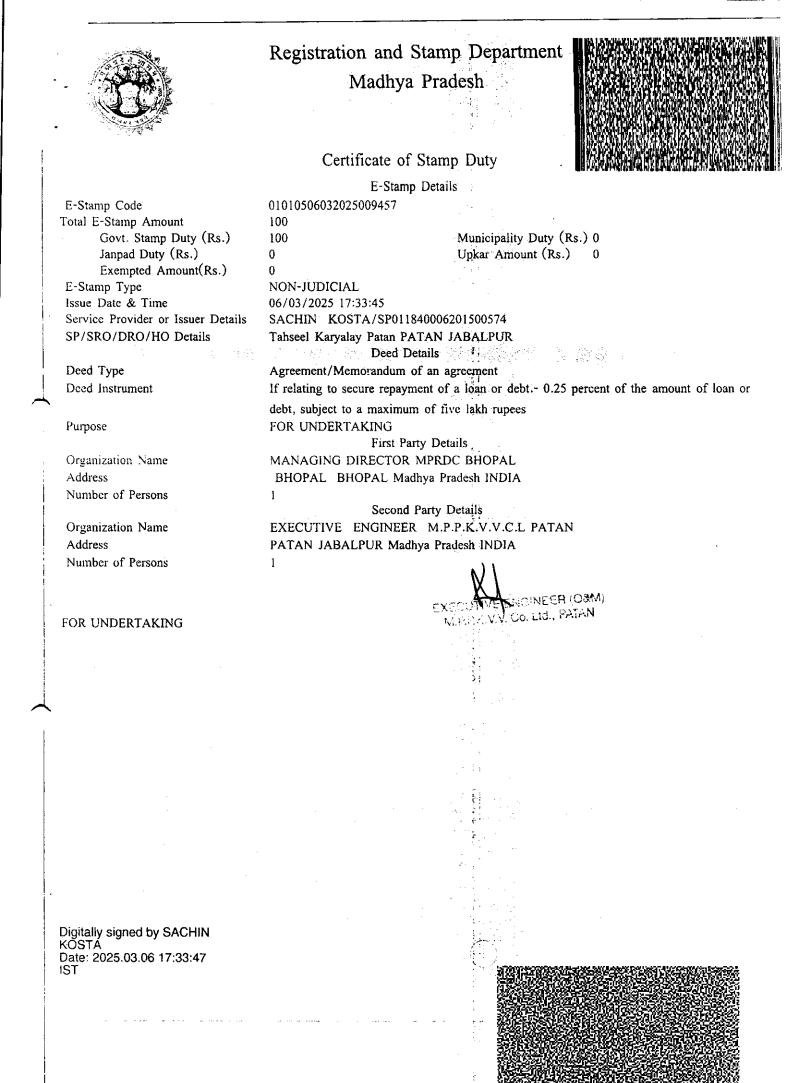
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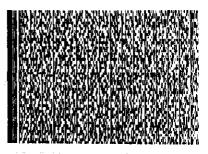
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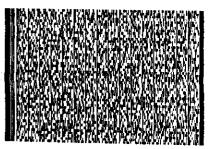
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First Party Details MANAGING DIRECTOR MPRDC BHOPAL BHOPAL BHOPAL Madhya Pradesh INDIA 1

Second Party Details EXECUTIVE ENGINEER M.P.P.K.V.V.C.L PATAN PATAN JABALPUR Madhya Pradesh INDIA

Digitally signed by SACHIN KOSTA Date: 2025.03.06 17:37:11 IST





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First Party Details MANAGING DIRECTOR MPRDC BHOPAL BHOPAL BHOPAL Madhya Pradesh INDIA 1

Second Party Details EXECUTIVE ENGINEER M.P.P.K.V.V.C.L PATAN PATAN JABALPUR Madhya Pradesh INDIA 1

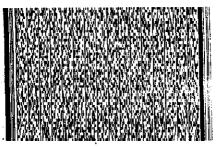
eese Cato EXECUTA M.P.P.K.V.V. CD. Ltd., PATAN

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Sec. 10. 10. Registration and Stamp Department Madhya Pradesh Certificate of Stamp Duty E-Stamp Details E-Stamp Code 01010506032025009209 Total E-Stamp Amount 100 Govt. Stamp Duty (Rs.) 100 Municipality Duty (Rs.) 0 Janpad Duty (Rs.) Upkar Amount (Rs.) 0 0 Exempted Amount(Rs.) 0 E-Stamp Type NON-JUDICIAL Issue Date & Time 06/03/2025 17:28:20 SACHIN KOSTA/SP011840006201500574 Service Provider or Issuer Details SP/SRO/DRO/HO Details Tahseel Karyalay Patan PATAN JABALPUR Deed Details Deed Type Agreement/Memorandum of an agreement Deed Instrument If relating to secure repayment of a loan or debt.- 0.25 percent of the amount of loan or debt, subject to a maximum of five lakh rupees FOR UNDERTAKING Purpose First Party Details Organization Name MANAGING DIRECTOR MPRDC BHOPAL Address BHOPAL BHOPAL Madhya Pradesh INDIA Number of Persons 1 Second Party Details EXECUTIVE ENGINEER M.P.P.K.V.V.C.L PATAN Organization Name PATAN JABALPUR Madhya Pradesh INDIA Address Number of Persons 1 ER OBM EXEC M.P.P.K.V.V. Co. LTd., PATAN FOR UNDERTAKING

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Certificate of Stamp Duty

E-Stamp Details

E-Stamp Code Total E-Stamp Amount Govt. Stamp Duty (Rs.) Janpad Duty (Rs.) Exempted Amount(Rs.) E-Stamp Type Issue Date & Time Service Provider or Issuer Details SP/SRO/DRO/HO Details

Deed Type Deed Instrument

Purpose

Organization Name Address Number of Persons

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FOR UNDERTAKING

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NON-JUDICIAL 06/03/2025 17:30:44 SACHIN KOSTA/SP011840006201500574 Tahseel Karyalay Patan PATAN JABALPUR Deed Details Agreement/Memorandum of an agreement

If relating to secure repayment of a loan or debt.- 0.25 percent of the amount of loan or debt, subject to a maximum of five lakh rupees FOR UNDERTAKING

Municipality Duty (Rs.) 0

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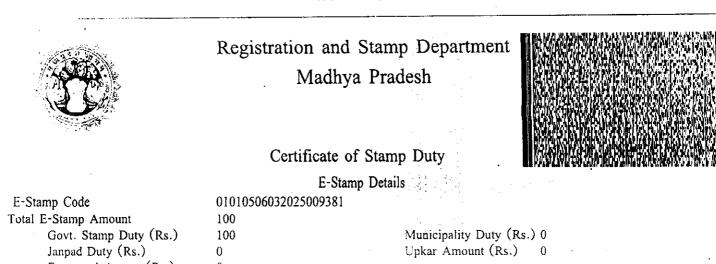
Upkar Amount (Rs.)

First Party Details MANAGING DIRECTOR MPRDC BHOPAL BHOPAL BHOPAL Madhya Pradesh INDIA

Second Party Details EXECUTIVE ENGINEER M.P.P.K.V.V.C.L PATAN PATAN JABALPUR Madhya Pradesh INDIA 1

Co. LId., PATAN

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Exempted Amount(Rs.) E-Stamp Type Issue Date & Time Service Provider or Issuer Details SP/SRO/DRO/HO Details

Deed Type Deed Instrument

Purpose

Organization Name Address Number of Persons Organization Name Address Number of Persons

FOR UNDERTAKING

0 NON-JUDICIAL 06/03/2025 17:32:04 SACHIN KOSTA/SP011840006201500574 Tahseel Karyalay Patan PATAN JABALPUR Deed Details Agreement/Memorandum of an agreement

If relating to secure repayment of a loan or debt.- 0.25 percent of the amount of loan or debt, subject to a maximum of five lakh rupees

M.P.P.K.V.V. Co. Ltd., PATAN

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FOR UNDERTAKING First Party Details MANAGING DIRECTOR MPRDC BHOPAL BHOPAL BHOPAL Madhya Pradesh INDIA

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Second Party Details EXECUTIVE ENGINEER M.P.P.K.V.V.C.L PATAN PATAN JABALPUR Madhya Pradesh INDIA 1

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Certificate of Stamp Duty

E-Stamp Details

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Deed Type Deed Instrument

Purpose

Organization Name Address Number of Persons

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FOR UNDERTAKING

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FOR UNDERTAKING First Party Details

MANAGING DIRECTOR MPRDC BHOPAL BHOPAL BHOPAL Madhya Pradesh INDIA

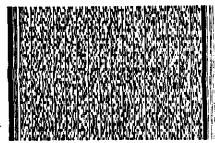
Second Party Details EXECUTIVE ENGINEER M.P.P.K.V.V.C.L PATAN PATAN JABALPUR Madhya Pradesh INDIA

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Deed Type Deed Instrument

Purpose

Organization Name Address Number of Persons

Organization Name Address Number of Persons

FOR UNDERTAKING

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Tahseel Karyalay Patan PATAN JABALPUR

Deed Details

Agreement/Memorandum of an agreement If relating to secure repayment of a loan or debt.- 0.25 percent of the amount of loan or

Municipality Duty (Rs.) 0

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Upkar Amount (Rs.)

debt, subject to a maximum of five lakh rupces

FOR UNDERTAKING

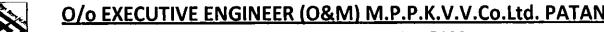
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First Party Details MANAGING DIRECTOR MPRDC BHOPAL BHOPAL BHOPAL Madhya Pradesh INDIA 1

Second Party Details EXECUTIVE ENGINEER M.P.P.K.V.V.C.L PATAN PATAN JABALPUR Madhya Pradesh INDIA 1

M.P.P.K.V.Y. Co. Ltd., PATAN

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CIN :- U40109MP2002SGC015120



(07621)- 299022, E-Mail- depatan11@rediffmail.com, website:www.mpez.co.in

Annexure No-4

UNDERTAKING

We, Executive Engineer (O&M) MPPKVVCL PATAN hereby do undertake in Reference to our ROW Application for the route on Jabalpur-Bhopal Road Section NH-12, Between Shahpura town and Belkheda at near location Bahubali Dhaba situated 200M from Surai Sub Station Total Length 60M.

We will relocate Pipeline/Cable lines/Utilities at our own cost, notwithstanding the permission granted within such time as will be stipulated by MPRDC for further expansion or any other development.

For EXECUTIVE ENGINEER (O&M) MPPKVVCL PATAN.

EXECUTIVE NORMER (ONM) Authorized Signatory



4.

O/o EXECUTIVE ENGINEER (O&M) M.P.P.K.V.V.Co.Ltd. PATAN CIN :- U40109MP2002SGC015120



(07621)- 299022, E-Mail- depatan11@rediffmail.com, website:www.mpez.co.in

Annexure No-5

UNDERTAKING

We, Executive Engineer (O&M) MPPKVVCL PATAN hereby do undertake in Reference to our ROW Application for the route on Jabalpur-Bhopal Road Section NH-12, Between Shanpura town and Belkheda at near location Bahubali Dhaba situated 200M from Surai Sub Station Total Length 60M.

1. If river / nallah are dry MPPKVVCL PATAN proposes to cross the same by laying GI/RCC pipes at least 1.65 m below the river bed. In case of flowing water where MPPKVVCL PATAN cannot cross by Horizontal Drilling method, the same bridge/canal will be crossed by clamping method.

2. If clamp is not possible bridge will be crossed by concrete encased GI pipe laid inside the railing on the edge of the bridge.

3. All link roads will be crossed by Auger boring or using trench less method. In case if there are any difficulties at a particular crossing MPPKVVCL PATAN will contact department's concerned engineer before taking up the work.

4. The department shall not be responsible for any loss or damage to the Pipeline/cable etc. that may occur due to any reasons during/after laying the same.

5. In the event of any mis-happening/accidents etc. while carrying laying of Pipeline/ cables MPPKVVCL PATAN shall be liable to pay the any type of compensation so claimed.

6. MPPKVVCL PATAN shall not cause any damage to the carriageway of the highway and structure like bridges, culverts, drains, buildings, etc and in case of failure. MPPKVVCL PATAN will be liable to make good the loss caused to the department

7. MPPKVVCL PATAN shall lay the cables under the guidance of the department.

8. The department shall not be responsible in case the cable line comes in the area under development in future at any time. In such an eventuality shifting of the cable etc. shall be the liability of MPPKVVCL PATAN.

9. MPPKVVCL PATAN shall be responsible for any damage caused to the tress in the NHAI boundary, it will be responsibility of MPPKVVCL PATAN to obtain permission for such likely foreseen/unforeseen damage from the competent Authority.

10. In case of some unavoidable circumstances if MPPKVVCL PATAN desires to cross the carriageway, the same shall be done under the guidance of the department and under no circumstances, the carriageway shall be allowed to the damage. The crossing of carriageway shall be allowed with pressure angles only





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11. While crossing the bridge/culverts, no additional dead load shall be allowed to be added to the existing structure

12. In case of difficulty anywhere in the stretch, MPPKVVCL PATAN shall contact the concerned engineer of the department.

For EXECUTIVE ENGINEER (O&M) MPPKVVCL PATAN.

Engineer (O3M) 1. Co. Lid., Patan Authorized Signato





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Annexure No-6

UNDERTAKING

We, Executive Engineer (O&M) MPPKVVCL PATAN hereby do undertake in Reference to our ROW Application for the route on Jabalpur-Bhopal Road Section NH-12, Between Shahpura town and Belkheda at near location Bahubali Dhaba situated 200M from Surai Sub Station Total Length 60M.

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2. Cable would be laid keeping in mind future expansion /4/6 laning of the NH. However, we also agree that we shall shift the Pipeline/cables/ducts within 30 days (or as specified by the respective agency/owner) from the date of issue of Notice by the concerned owner to shift/relocate the Pipeline/cables/duct in case it is 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 our own cost and risk.

3. We will not violate the instruction of MORTH (Ministry of Road Transport & Highways), New Qelhi.

4. It is undertaken that the cable will be carried out on the outside of railing/parapets of the bridge/culvert and supported by brackets and fixed outside of the bridge super-structure or as design approved by the Engineer in Charge.

5. Pipeline/Cable will be laid under link road by boring system.

6. The agency will notify the concerned Executive Engineer at least 15 days in advance before digging trenches along with the road.

7. Adequate arrangement for cautioning the traffic by way of caution board during daytime and danger light at night will be provided by the agency.

8 .Each days the extent of digging trenches should be strictly regulated so that the cables are laid and trenches filled up before the close of work that day, the filling should be completed to the satisfaction of Engineer in charge.

9. The agency shall indemnify the road all the damages, if any, due to the digging of trenches fo For MPPKVVCL PATAN.

For EXECUTIVE ENGINEER (O&M) MPPKVVCL PATAN.

GINERECOMM M.P.P.K.M.V. CO. LIG., PATAN

Authorized Signatory





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For EXECUTIVE ENGINEER (O&M) MPPKVVCL PATAN.

TNEER (OBM) Authorized Signatory K.V.V. Co. Lid., PATAN





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Annexure No-5

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11. While crossing the bridge/culverts, no additional dead load shall be allowed to be added to the existing structure

12. In case of difficulty anywhere in the stretch, MPPKVVCL PATAN shall contact the concerned engineer of the department.

For EXECUTIVE ENGINEER (O&M) MPPKVVCL PATAN.

-258 **(OM)** Authorized Signatory P.K.V.V. Co. Lic., PATAN





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<u>Annexure No-6</u>

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For EXECUTIVE ENGINEER (O&M) MPPKVVCL PATAN.

. Catte M.P.P.K.V.V. Co. Lin., PATAN

Authorized Signatory





(07621)— 299022, E-Mail- depatan11@rediffmail.com, website:www.mpez.co.in

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For EXECUTIVE ENGINEER (O&M) MPPKVVCL PATAN.

NEER (O**8M**) EXECUT Authorized Signatomp.K.V.V. Co. Ltd., PATAN





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Annexure No-5

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(MBC) Hotel M.P.P.K.V.V. Co. Lid., PATAN



(07621)- 299022, E-Mail- depatan11@rediffmail.com, website:www.mpez.co.in

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For EXECUTIVE ENGINEER (O&M) MPPKVVCL PATAN.

3 **(OEM)** Authorized Signatory V.V. Co. Lto., PARAN



(07621)- 299022, E-Mail- depatan11@rediffmail.com, website:www.mpez.co.in

Annexure No-6

UNDERTAKING

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For EXECUTIVE ENGINEER (O&M) MPPKVVCL PATAN.

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Authorized Signatory