भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)

NATIONAL HIGHWAYS AUTHORITY OF INDIA

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

क्षेत्रीय कार्यालय / REGIONAL OFFICE

ुँई-2/167, अरेरा कॉलोनी, हबीबगंज रेल्वे स्टेशन के पास, भोपाल (म.प्र.) 462016 E-2/167, Arera Colony, Near Habibganj Railway Station, Bhopal (M.P.) 462016

दूरभाष/Phone: 0755-2426638, फैक्स /Fax: 0755-2426698, ई-मेल/E-mail: robhopal@nhai.org



Date: 27.01.2021

NHAI/RO-MP/BPL/ROL-Bhiyapur/2020/ 41875

To.

The Territory Signatory, M/s Bharat Petroleum Corporation Ltd.,

Office Complex, 3rd Floor, Block-A, Goutam Nagar, Bhopal (MP)-462023 Phone- (0755-2581899)

Sub: Application for the permission for construction & use of approaches/access road for proposed ROL at Old NH-69 (New NH-46), Obedullaganj to Budni, Hand Written Ch. 5.411, RHS, Part of Survey No. 7/2, PH. No. 10/18, Village-Bhiyapur, Tehsil-Goharganj, District Raisen in the State of MP.

Ref:

(i).

M/s BPCL letter no. BPCL/OLD NH-69(New NH-46/BHIYAPUR/2020 dated 19.12.2020.

(ii). This office letter no. 41216 dated 03.12.2020

(iii). PD, PIU Bhopal letter no. 16672 dated 05.11.2020.

Sir,

Please refer above mentioned letters on the subject captioned proposal.

- 2. As certified by your office, Engineer of the project & Project Director, PIU-Bhopal, NHAI that the proposal fulfills all the conditions/norms of Ministry's circular no. RW-NH-33032/01/2017-S&R(R) dated 26.06.2020. The Competent Authority has approved the proposal "In-principle" and "Provisional Permission for Access" is issued in accordance with Ministry's guidelines dated 26.06.2020 issued by MoRT&H under provision of section 28 & 29 (Chapter IV) and Section 38 (Chapter VI) of Control of National Highway (Land & Traffic) Act, 2002 subject to following conditions:
 - (a) Oil company/owner shall be responsible for the construction and maintenance of deceleration/acceleration lanes, channelizers, drainage arrangement, drinking water and toilet facilities, signs and markings in accordance with the approved layout specifications conforming to these norms, at his own cost.
 - (b) As per the approved layout the Toilet Unit shall be provided at a standalone location within the Retail Outlet premises duly equipped with lighting, Water and requisite cleaning accessories etc. A separate access to all road users of National Highways with traffic Signages for availability of toilet facility on NH may be provided and are kept open round the clock.
 - (c) The drinking water and toilet facilities shall be accessible to the public round the clock. In order to inform the public about these, a display board showing availability of such facilities shall be installed before the entry to the Fuel Station.
 - (d) The Oil Company will remove/shift the trees and utilities, if existing, at its own cost on the proposed site & access road after taking the prior approval of Competent Authority as per prevailing rules & norms.
 - (e) The Oil Company/Owner may construct the Fuel Station along with its access as per approved drawings at their own cost within 12 months of the issue of Provisional Permission of Access.

Qe

- The concerned Oil Company would be allowed to energize the fuel station only after the Final approval i.e. after Signing of the License Deed by Highway Administration. In the event the Fuel Station is energized without seeking Final approval (Final NOC) and before signing of the License Deed, necessary action may be initiated against the Applicant as per MoRTH Policy Guideline dated 26.06.2020 and Control of National Highway (Land & Traffic) Act, 2002, including but not limited to cancellation of Provisional Permission for Access/ In principle approval.
- (g) The fees of Rs. 20,000/- has been deposited vide Ref No. 0812200006757 dated 08.12.2020 and license fee of Rs 2,50,000/- has been deposited vide Ref No. 0812200007066 dated 08.12.2020 and a Bank Guarantee No. 9063IFIBG200001 dated 17.12.2020 valid up to 17.03.2024 (towards successful completion of the access roads) has been submitted by applicant. The BG shall be released by the Highway Administrator within 30 days of the grant of the regular access permission. In case the construction is not completed even within the extended period, the Highway Administration may encash the Bank Guarantee.
- The License Deed will be processed after submission and verification of License Fee and realization in Ministry's account and completion of construction of Retail Outlet as per approved drawings with certification in this regard by the concerning Highway Administrator.
- In case the sitting of proposed Retail Outlet is not found in accordance with the RW-NH-33032/01/2017-S&R(R) dated 26.06.2020 and as per the approved drawings the permission shall stand cancelled, and the NHAI shall not be responsible for any claim/damage/loss to the Oil Company or any person.
- The Highway Administration always reserves the right to carry out inspection for checking any deviations from the prescribed/approved norms after signing of the License Deed. Wherever any default/ deviation is observed during inspection of the Highway or otherwise by the field level, such officer shall point out such default/ deviation to the concerned party, advising/ instructing him to rectify such deviation/default within a period of 60 days. Failure to rectify the identified deficiencies within the prescribed time would lead to de-energization of the fuel station by the concerned Oil Company and access of such fuel station/property to the Highway shall be cut-off. The access would be restored only upon complete rectification at the cost of the defaulting party and on the authorization by the authorized Highway Administration. In such cases, appropriate action shall also be taken against the Proposing Authority who antave certified the completion of access as per approved drawings.

This is being issued with the approval of Competent Authority.

(V.K. Kankane) Dy. General Manager (T)

Copy to:

- (i) The Regional Officer (MoRT&H), 2nd floor, Nirman Bhawan, Arera Hills, Bhopal-462004- Please find enclosed herewith the receipt the fees of Rs. 20,000/- has been deposited vide Ref No. 0812200006757 dated 08.12.2020 and license fee of Rs 2,50,000/- has been deposited vide Ref No. 0812200007066 dated 08.12.2020 for kind information please.
- The Collector, Raisen (MP) for kind information please. (ii)
- The Project Director, NHAI, PIU-Bhopal (MP)- Please find enclosed herewith the approved layout and (iii) drawing along with the Original BG No. 9063IFIBG200001 dated 17.12.2020.
- (iv) e-mail: Mansoor@nic.in for necessary record.

भारत पेट्रोलियम कॉपीरेशन लिमिटेड भारत सरकार का उपक्रम भोपात हेरिटरी, रिटेस



BHARAT PETROLEUM CORPORATION LTD.

A Govi of India Enterprise Bhopal Territory Retail

Ref: BPCL/OLD NH-69(New NH-46)/BHIYAPUR/2020

Date: 19.12.2020



Chief General Manager

National Highways Authority of India

Regional Office, Bhopal.

Application for the permission for construction & use of approaches/access road for NOC for access permission to the proposed fuel station of M/s Bharat Petroleum, Corporation Limited at NH-46 (Old NH-69) at Hand Written Ch. 5.411, RHS on part of survey no. 7/2, Village – Bhiyapur, Tehsil – Goharganj, District – Raisen in state of Madhya Pradesh.

Ref: Your office letter no. NHAI/RO-MP/BPL/ROL/Bhiyapur/2020/41216 dated 03.12.2020

Sir.

Please refer your above mentioned letter dated 03.12.2020 vide which it was requested to submit the following:-

- Fee for Rs. 20,000/- for issuance of Provision Permission for Access and License fee of Rs. 2,50,000/- through Bharatkosh as per MoRTH Policy Guideline dt. 26.06.2020
- BG for an amount of Rs. 2,50,000/- valid for a period of 3 years + 3 Months as per policy guidelines dt. 26,06,2020

In compliance to above, it is conveyed that Rs. 20,000/- for issuance of Provision Permission for Access has been submitted through Bharatkosh bearing Transaction Ref. No. 0812200006757 Dtd. 08.12.2020 (Receipt enclosed) and License Fee of Rs. 2,50,000/- bearing Transaction Ref. No. 0812200007066 Dtd. 8.12.2020 through Bharatkosh (Receipt enclosed)

Bank Guarantee No. 9063IFIBG200001 dtd. 17-Dec-2020 for an amount of Rs. 2,50,000/-validity and claim validity being 17-Dec-2024 and 17-Dec-2025 (enclosed)

Encl:

- 1. Bharatkosh Receipt of Rs. 20,000/-
- 2. Bharatkosh Receipt of Rs. 2,50,000/-
- Original Bank Guarantee No. 9063|F|BG200001 dtd. 17-12-2020.

For BHARAT PETROLEUM CORPORATION LTD

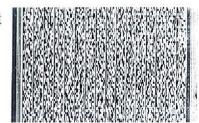
Authorized Signatory

ऑफिस कॉम्लेक्स, वृतीय तल, ब्लॉक-ए, गीतम नगर, भोपाल-462 023 (ग.प्र.), फोन (0755) 258 1899, 4220947 रजिस्टर्ड ऑफिस: भारत भवन, 4 & 6, करीमधॉय रोड, बेलार्ड इस्टेट, पोस्ट बॉक्स क्र. 688, गुंबई-400 001.

Pl. Protect.



Registration and Stamp Department Madhya Pradesh



Certificate of Stamp Duty

E-Stamp Details

1-Stamp Code

01012917122020013427

Fotal E-Stamp Amount

625

Govt. Stamp Duty (Rs.)

625

Municipality Duty (Rs.) 0

Janpad Duty (Rs.) Exempted Amount(Rs.)

0 0

Upkar Amount (Rs.)

1:-Stamp Type

NON-JUDICIAL

Issue Date & Time

17/12/2020 19:17:07

Service Provider or Issuer Details

prakash lalehandani/SP010541705201500349

SP/SRO/DRO/HO Details

SHOP NO. 3 RAN THAMBORE COMPLEX M.P.NAGAR ZONE-II BHOPAL HUZUR

BHOPAL

Deed Details

Deed Type

Bank Gaurantee

Deed Instrument

Bank Guarantee, Guarantee deed executed by a bank as surety to secure the due performance

of a contract or the due discharge of liability.- 0.25 percent of the amount, subject to a

maximum of twenty five thousand rupees.

Purpose

BANK GUARANTEE

First Party Details

Organization Name

BANK OF INDIA ACC OF BPCL BHOPAL

Address

OBDULAGANJ RAISEN Madhya Pradesh INDIA

Number of Persons

Second Party Details

Organization Name

REGIONAL OFFCER NATIONAL HIGHWAY AUTHORITY OF INDI

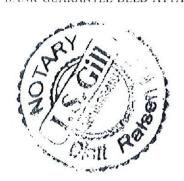
Address

REGIONAL OFFCER NATIONAL HIGHWAY AUTHORITY OF INDIA BHOPAL

BHOPAL Madhya Pradesh INDIA

Number of Persons

BANK GUARANTEE DEED ATTACHED



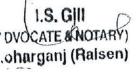
Digitally signed by Prakash

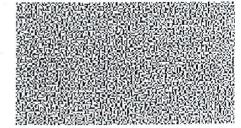
Date: 2020.12.17 19:17:17

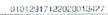
Lalchandani

rage 1 of 1

..oharganj (Raisen)









BANK GUARANTEE FOR PERFORMANCE GUARANTEE

TO
The Regional Officer and Highway Administration
Regional Officer - Bhopal
National Highways Authority of India Regional

Office - MP E-2/167, Arera Colony, Bhopal (M.P)

Bank Guarantee No.	9063IFIBG200001
Amount	2,50,000
Date of issue	17-12-2020
Valid up to .	17-03-2024
Claim expiry date	17-03-2025

- 1. Where the Regional Officer and Highway Administration Regional Officer Bhopal National Highways Authority of India Regional Office MP E-2/167, Arera Colony, Bhopal (M.P) has having a NOC for the permission for construction & use of approached/Access Road for proposed retail outlet at old nh-69 (new nh-46), Obedullaganj to budni, hand written ch. 5.411, rhs, part of survey no. 7/2, ph. no. 10/18, village bhiyapur, tehl. goharganj, dist raisen state of Madhya Pradesh in order to complete the work. Subject to the terms and conditions contained in the contract.
- 2. Whereas Rajvinder kaur w/o Gurpal singh, h.no. 2 ward no. 7 village umariya p.o. Obedullaganj dist Raisen m.p. 464993 on behalf of m/s Bharat petroleum corporation ltd. Office complex, third floor, block-a gautam nagar, bhopal-462023 received a demand to submit bank guarantee vide letter no. NHAI/RO/-MP/BPL/ROL/BHIYAPUR/2020/41216 from regional office, NHAI, and Bhopal for the use of national highway land/agreement to construct an approach/access road in respect "proposed retail outlet at old nh-69 (new nh-46), Obedullaganj to budni, hand written ch. 5.411, rhs, part of survey no. 7/2, ph. No. 10/18, village bhiyapur, tchl. Goharganj, dist raisen state of Madhya Pradesh in order to complete the work.
- 3. We, Bank of India, Obedullaganj Branch further agree with National Highways Authority of India Regional Office Bhopal shall have the fullest liberty without our consent and without affecting in any manner our obligations and liabilities hereunder to vary any of the terms and conditions of the said contract or to extend time for performance of contract by the contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by NHAI against the contractor/supplier under the contract and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variations or extension being granted to the contractor or for any forbearance, act or omission on the part of NHAI or any indulgence by NHAI to the contractor or by any such matter or thing whatsoever, which under the law relating to the sureties would, but for this provision, have effect of so relieving us.
- 4. We Bank of India do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand stating that amount claimed is on account of non-compliance of any of the conditions of provisional approval for access permission granted by National Highways Authority of India, Regional Office, Bhopal. However, our liability under this guarantee shall be restricted to Rs. 2,50,000/-(Rs. Two lakh and fifty thousand only). We undertake to pay the principal any money so demanded not withstanding any dispute or disputes raised by the



RP

I.S. GIII

ADVOCATA & NOTARY)

Goharganj (Raisen)



Bank Guarantee No.	90631FIBG200001
Amount	2,50,000
Date of issue	17-12-2020
Valid up to	17-03-2024
Claim expiry date	17-03-2025

Oil/Gas Companies/applicants/ Property owners in any suit or proceeding pending before any court or tribunal relating there our liability under this present being absolute and unequivocal.

- 5. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Oil/Gas Companies/applicants/ Property owners shall have no claim against us for making such payments.
 - The beneficiary may, in its own interest, verify the genuineness of the bank guarantee by seeking confirmation of its issuance from a branch of Bank of India Obedullaganj branch other than the issuing branch.
- 6. We Bank of India Bank further agree that the guarantee herein contained shall remain in full force and erect during the period would be taken for the performance of said agreement and that it shall be continued to be enforceable till all the dues Of the principal or by virtue of the said agreement have been fully Paid and Its claim satisfied or discharged or fill the principal, Certify that the terms and condition of the said agreement have been fully and properly carried out by the said Oil/Gas Companies/ applicants Property owners and accordingly discharges this guarantee or till 17-03-2024 (3 years & 3 months (ex. expiry period 12 month), we shall be discharged form our liabilities under this guarantees thereafter.
- 7. The guarantee will not be discharged due to the change in the constitution of the bank or of the Oil/Gas Companies/applicants/ Property owners.
- 8. Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. 2,50,000/-(Rs. Two lakh and fifty thousand only) and the Guarantee shall remain valid till 17-03-2024. Unless a claim or a demand in writing is served upon us on or before 17-03-2024 all our liability under this guarantee shall cease.
- The guarantor/bank hereby confirm that it is on the SFMS (Structural finance Messaging system)
 platform & shall invariably send an advice of this bank guarantee to the designated bank of NHAI
 alter obtaining details thereof from NHAI. Details of which is given below.

Sr. No.	Particulars Details
1	Name of Beneficiary: - National Highways Authority of India
2	Beneficiary Bank Account No. :- 1471201001629
3	Beneficiary Bank:- Canara Bank
4	Address of Branch:- Arera Colony, Bhopal (Madhya Pradesh)
5	IFSC Code CNRB0001471

- 10. A) Our liability under this Bank Guarantee shall not exceed Rs. 2,50,000/-(Rs. Two lakh and Fifty Thousand only).
 - b) This Bank guarantee shall be valid from 17-12-2020 to 17-03-2024
 - c) We are liable to pay the guaranteed amount or any part thereof under this bank Guarantee only and only if you serve upon us a written claim on or before 17-03-2024 (exc.12months of expiry of guarantee).

The liability of the Guaranter under this, Guarantee shall not exceed Rs. 2, 50,000/- Rs. Two lakh and fifty thousand only).

The beneficiary may, in its own interest, verify the genuineness of the bank guarantee by seeking confirmation of its issuance from a branch of Bank of India Obedullaganj Branch other than the issuing branch.

BP.

I.S. Gill
ADVOCATE NOTARY
Cohargani (Raisen



	W. 11311
Bank Guarantee No.	9063IFIBG200001
Amount	2,50,000
Date of issue	17-12-2020
Valid up to	17-03-2024
Claim expiry date	17-03-2025

This Guarantee shall be valid up to 17-03-2024

Notwithstanding anything to the contrary contained herein, no obligation of the Guarantor to pay any amount under this Guarantee shall arise prior to the fulfillment of the following conditions precedent:

written claim/demand(s) in terms of this Guarantee of an aggregate amount less than or a) equal to the Guaranteed Amounts is/are made by the Beneficiary hereunder: and

Such written claim/demand(s) is/are delivered to the Guarantor on or before expiry date b) 17-03-2025 at Bank Of India Obedullaganj Branch.

Dated. 17-12-2020 Bank of India

I Rajvinder kaur w/o Gurpal singh accept the above conditions to pay above.

Signature

Mrs. Vinita Godar Credit Officer

Bank of India

Branch Managel Bank of India

r petore me on the who has been identified by

who is personally known to me. whose signatures are here to appended.

(INDER JEST SINGH GILL NOTARY ADVOCATE Goharganj, Ralsen (M.P. DENTIFIED BY ME

Add o

Sign. Oc



Government of India Receipt Porta

RECEIPT

Transaction Ref.No. 0812200007066

Dated: Dec 8 2020 4:12PM

with Transaction

Received from M/S. BPCL BHOPAL RAJVINDER KAUR

Ref.No. 0812200007066

Dated Dec 8 2020 4:12PM the sum of INR 250000 (Two Lakhs Fifty Thousand

Only) through Internet based Online payment in the account of

permission for retail outlet fee, , NH-69, CH-5.411, RHS, VILL-BHIYAPUR,

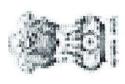
GOHARGANJ, RAISEN, MP.

Disclaimer:- This is a system generated electronic receipt, hence no physical signature

is required for the purpose of authentication

Printed On: 08-12-2020 04:15:24

Courtesy :- Controller General of Accounts



Government of India Receipt Portal

RECEIPT

Transaction Ref.No. 0812200006757

Dated: Dec 8 2020 3:57PM

with

Received from M/S. BPCL BHOPAL MRS RAJVINDER KAUR

Transaction Ref.No. <u>0812200006757</u>

Dated Dec 8 2020 3:57PM the sum of INR 20000 (Twenty Thousand Only)

through Internet based Online payment in the account of

permission for retail outlet fee, , NH-69, CH-5.411, RHS, VILL-BHIYAPUR,

GOHARGANJ, RAISEN, MP.

Disclaimer:- This is a system generated electronic receipt, hence no physical signature

is required for the purpose of authentication

Printed On: 08-12-2020 04:3:35

Courtesy :- Controller General of Accounts