



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

NHAI/RO-MP/PIU-BPL/ROL-Jharkheda/NH-12/2020/ 41879

Date: 27.01.2021

To,

The Hindustan Petroleum Corporation Ltd.,
Bhopal Regional Office,
Goutam Nagar, Post Box No. 705,
Govindpura, Bhopal
Dist. Bhopal (MP)-402023
Phone-(0755-4270737)

Sub: Proposal for NOC for access permission to the proposed fuel station on NH-46 (Old NH-12), Ch. 397 (Ch. 396.755, RHS), Part of Suvery No. 64, 65, 66, 67 & 69/5 in Village-Jharkheda, Tehsil-Shayampur, District-Sehore in the State of MP-Reg.

Ref: (i) M/s HPCL, Bhopal letter no. HPCL/NH-46(OLD NH-12)/396/20 dated 22.12.2020.
(ii) This office letter no. 41379 dated 16.12.2020.
(iii). PD, PIU Bhopal letter no. 16842 dated 04.12.2020.

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:

- 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.
- 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.
- 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.
- 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.
- 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.

(f) 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. 2212200004449 dated 22.12.2020 and license fee of Rs 2,50,000/- has been deposited vide Ref No. 2212200004631 dated 22.12.2020 and a Bank Guarantee No. 9005IFIBG200006 dated 21.12.2020 valid up to 20.12.2023 (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.**

(h) 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.

(i) 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.

(j) 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 certified the completion of access as per approved drawings.

(k). Please ensure the implementation of chevron marking as indicated in drawing.

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. 2212200004449** dated **22.12.2020** and **license fee of Rs 2,50,000/-** has been deposited vide **Ref No. 2212200004631** dated **22.12.2020** for kind information please.
- (ii) **The Collector, Sehore (MP)** for kind information please.
- (iii) **The Project Director, NHAI, PIU-Bhopal (MP)-** Please find enclosed herewith the approved layout and drawing along with the Original BG No. **9005IFIBG200006** dated **21.12.2020**.
- (iv) **e-mail: Mansoor@nic.in** for necessary record.



हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड

(भारत सरकार का उपक्रम) रजिस्टर्ड ऑफिस : 17, जामशेदजी ताटा रोड, मुंबई-400 020

HINDUSTAN PETROLEUM CORPORATION LTD.

(A GOVT. OF INDIA ENTERPRISE) REGISTERED OFFICE : 17, JAMSHEDJI TATA ROAD, MUMBAI 400020

भोपाल क्षेत्रीय कार्यालय, गोविन्द नगर, पोस्ट बॉक्स नं. 705, गोविन्दपुरा, भोपाल 462023 सी.आई.एन.नं. L23201MH1952GOI008858
 टेलीफोन : (0755) 4270737, 2585994, फ़ैक्स : HPIETOFF फ़ैक्स : (0755) 2789904 वेबसाइट : www.hindustanpetroleum.com
 BHOPAL REGIONAL OFFICE, GADTAM NAGAR, POST BOX NO. 705, GOVINDPURA, BHOPAL 462023 CIN No. L23201MH1952GOI008858
 Telephone : (0755) 4270737, 2585994 Telegram : HPIETOFF Fax : (0755) 2789904 Website : www.hindustanpetroleum.com

HPCL/NH-46(OLD NH-12)/396/20

DATE - 22.12.2020

TO,

THE HIGHWAY ADMINISTRATION,
 RO, NHAI, E-2/167, ARERA COLONY, BHOPAL, MP

Dear Sir,



SUB :- Proposal for NOC for access permission to the proposed fuel station on NH – 46 (OLD NH - 12), in km.397 (CH.396.755, RHS) Part of Survey No.- 64, 65, 66, 67 & 69/5, at Village - Jharkheda, Tehsil - Shyampur & District - Sehore in the state of Madhya Pradesh.

Ref –

1. NHAI, RO-MP, Bhopal letter no.41379 dated, 16.12.2020.
2. PD, PIU – Bhopal letter no. 16842, dated 04.12.2020.

Please refer to your letter under reference (1.),

As per your letter, we have submitted

1. Rs 20,000/-, for issuance of Provisional Permission through Bharatkosh Portal (Transaction Ref – 2212200004449).
2. Rs. 2,50,000/- of license fee through Bharatkosh Portal. (Transaction Ref – 2212200004631).
3. BG of Rs. 2,50,000/- valid for a period of 3years +3Months as per policy guideline dated 26.06.2020.(Details Enclosed) (BG No. 9005IFIBG200006)

Therefore, it is our kind request to issue Provisional Permission so we construct the RO at the earliest.

Encl. (Receipts, BG and Documents)

For Hindustan Petroleum Corporation Limited, Bhopal

Thanking you
 Yours truly,

Authorized Signatory,

ATUL K. SHARMA
 Director (Operations)
 Bhopal Region



bharatkosh.gov.in

Government of India Receipt Portal

RECEIPT

Transaction Ref.No. 2212200004449

Dated: Dec 22 2020 1:17PM

Received from MR. HINDUSTAN PETROLEUM CORPORATION LIMITED
with Transaction Ref.No.2212200004449

Dated Dec 22 2020 1:17PM the sum of INR 20000 (Twenty Thousand Only)
through Internet based Online payment in the account of

Acess permission fees to fuel stations, , NH-46 OLD NH-12, CH.396.755 RHS, VIL-
JHARKHEDA, DIST- SEHORE.

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

Printed On: 22-12-2020 01:19:06

Courtesy :- Controller General of Accounts



bharatkosh.gov.in
Government of India Receipt Portal

RECEIPT

Transaction Ref.No. 2212200004631

Dated: Dec 22 2020 1:24PM

Received from MR. HINDUSTAN PETROLEUM CORPORATION LIMITED
with Transaction Ref.No. 2212200004631

Dated Dec 22 2020 1:24PM the sum of INR 250000 (Two Lakhs Fifty Thousand Only) through Internet based Online payment in the account of

Acess permission fees to fuel stations, , NH-46 OLD NH-12, CH.396.755 RHS, VIL-JHARKHEDA, DIST- SEHORE.

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

Printed On: 22-12-2020 01:25:58

Courtesy :- Controller General of Accounts

Plot no. 228, Zone -1, M.P. Nagar Bhopal

Ref BOI/MPN/VJ/20-21/19

Place:-Bhopal

Date :-21/12/2020

To,
The Project Director,
National Highways Authority of India
PIU-Bhopal(MP)

Bank Guarantee No. 9005IFIBG200006 dated 21/12/2020 For Rs.2,50,000/- (Rupees Two Lakh Fifty Thousand Only) up to 20/12/2023.

We request reference to above and would like to inform you that we have issued the captioned bank guarantee up to 20/12/2023 excluding claim period and up to 20/12/2024 including claim period at the request of Mr.Mohd Asif Aqueel & As per your letter ref no NHAI/RO-MP/PIU-BPL/Jharkheda/HPCL/2020/41379 dt 16/12/2020.

The confirmation of above BG may please be obtained from our Zonal Office at the following address :-

The Zonal Manager,
Bank of India,Bhopal Zone,
Bank of India Building,Arera Hills ,
Bhopal.
Bhopal.cic@bankofindia.co.in
0755-2554404,2554405

Thanking you,



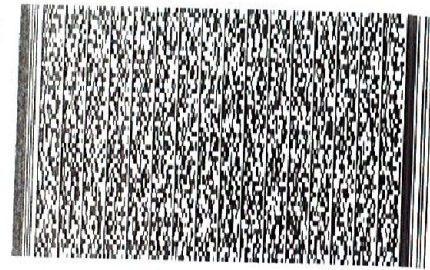
Yours Faithfully,


Chief Manager

Maharana Pratap Nagar-Branch:-228,Mp Nagar Zone -1,Bhopal-0755-2760074,2555137
Head Office:-Star House,C-5,G-Block,Bandra Kurla Complex,Bandra-East,Mumbai-400051



Registration and Stamp Department
Madhya Pradesh



Certificate of Stamp Duty

E-Stamp Details

E-Stamp Code 01010521122020004488
Total E-Stamp Amount 625
Govt. Stamp Duty (Rs.) 625
Janpad Duty (Rs.) 0
Exempted Amount(Rs.) 0
Municipality Duty (Rs.) 0
Upkar Amount (Rs.) 0
E-Stamp Type NON-JUDICIAL
Issue Date & Time 21/12/2020 14:43:28
Service Provider or Issuer Details KAPIL KUMAR HUSE/SP010541610201900247
SP/SRO/DRO/HO Details Shop No. 7, Kumharpura, Opp. Old Vidhan Sabha, 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 Gaurantee

First Party Details

Organization Name BANK OF INDIA ON ACCOUNT OF MOHD ASIF AQUEEL
Address SACHIVALAYA BRANCH BHOPAL Madhya Pradesh INDIA
Number of Persons 1

Second Party Details

Organization Name HINDUSTAN PETROLEUM CORPORATION LTD
Address GAUTAM NAGAR,GOVINDPURA BHOPAL Madhya Pradesh INDIA
Number of Persons 1

Bank Guarantee OF RS.2,50,000/- BETWEEN BANK OF INDIA ON ACCOUNT OF MO.ASIF AQUEEL,32,BAG UMRAO DULHA,AISHBAG,BHOPAL AND HINDUSTAN PETROLEUM CORPORATION LTD REGIONAL OFFICE GAUTAM NAGAR,GOVINDPURA,BHOPAL

BG NO:- 9005 FFBG 200006

Rs. 250000/-

Dt. 21/12/2020

Valid upto:- 20/12/2023

Claim Period upto:- 20/12/2024

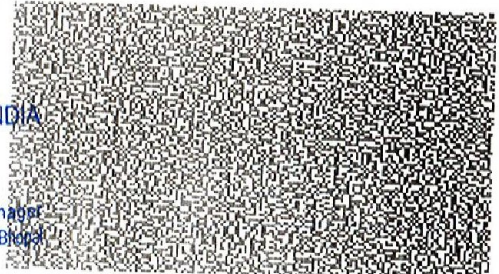
Digitally signed by KAPIL KUMAR HUSE
Date: 2020.12.21 14:44:32 IST

कृते बैंक ऑफ इंडिया


वरिष्ठ प्रबंधक (साख)
शाखा महाराणा प्रताप नगर, भोपाल

कृते बैंक ऑफ इंडिया FOR BANK OF INDIA


मुख्य प्रबंधक/Chief Manager
महाराणा प्रताप नगर शाखा, भोपाल/Maharana Pratap Nagar Br., Bhopal



To,
The Project Director,
National Highways Authority of India
PIU-Bhopal (MP)

Dear Sirs,

1. In consideration of Hindustan Petroleum Corporation Ltd having its Registered Office at 17, Jamshedji Tata Road, Mumbai 400020 and Regional Office Govindpura P.Box No.705, Bhopal-462023 (address of concerned Divisional Office/State Office/Regional Office where Bank Guarantee is to be submitted) received a demand to submit Bank Guarantee vide letter no.NHAI/RO-MP/Jharkheda/HPCL/2020/41379 dated 16/12/2020 for the use of National Highway Land/Agreement to construction an approach/access road in respect MS/HSD Retail outlet dealership on NH-46 within 2 KM from Doraha JOD Toward Jharkheda on R.H.S. District Sehore (MP) for NOC.
2. We **Bank of India, Plot No. 228, Zone-1, M.P. Nagar Branch, Bhopal – 462 011 (M.P.)** do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the Seller stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Seller by reason of breach by the said Buyer of any of the terms and conditions contained in the said Agreement or by reason of the Buyers failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding **Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand Only)**.
3. We undertake to pay to the company/applicant any money so demanded notwithstanding any dispute or dispute raised by the party in any suit or proceedings pending before any court or Tribunal or Arbitrator relating thereto our liability under this present being absolute any unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the party shall have no claim against us for making such payment.
4. We, **Bank of India, Plot No. 228, Zone-1, M.P. Nagar Branch, Bhopal – 462 011 (M.P.)** further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the company/applicant under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the seller certifies that the terms and conditions of the Said Agreement have been fully and properly carried out by the said Buyer and accordingly discharge this guarantee. Unless a demand or claim under this

कृते बैंक ऑफ इंडिया


प्रमुख प्रबंधक (साख)
पूजा

कृते बैंक ऑफ इंडिया/For BANK OF INDIA


मुख्य प्रबंधक/Chief Manager
महाराणा प्रताप नगर शाखा, भोपाल/Maharana Pratap Nagar Br., Bhopal

E-Stamp no.01010521122020004488 dt 21/12/2020 of Rs.625/-

BG No.9005IFIBG200006

BG Issue Date:-21/12/2020

BG Valid Upto:-20/12/2023

Claim Period Upto:-20/12/2024

guarantee is made on us in writing on or before **20/12/2023** we shall be discharged from all liability under this guarantee thereafter.

5. We **Bank of India, Plot No. 228, Zone-1, M.P. Nagar Branch, Bhopal – 462 011 (M.P.)** further agrees with the Seller that the seller shall have the fullest liberty without our consent and without affecting in any manner obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said buyer from time to time or to postpone for any time or from time to time any of the powers exercisable by the seller against the said Buyer and to forebear or enforce any of the terms and conditions relating to the said Agreement and bank shall not be relived from our liability by reasons of any such variation or extension being granted to the said Buyer or for any forbearance, act or omission on the part of the Seller matter or thing whatsoever which under the law relating to the Sureties would, but for this provision have effect of so reliving us.
6. This guarantee will not be discharged due to the change in the constitution of the bank or Buyer.
7. The Bank agrees that this guarantee may be invoked on a number of occasions but so that the total amount payable hereunder shall not exceed **Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand Only)**.
8. We, **Bank of India** undertake not to revoke this Guarantee during its currency except with the previous consent of the company/applicant in writing.

NOTE WITHSTANDING ANYTHING CONTAINED HEREIN ABOVE,


- A) Our liability under this Bank Guarantee shall not exceed **Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand Only)**.
- B) This letter of Guarantee shall be valid up to dated **20/12/2023**
- C) We shall be released and discharged from all liabilities hereunder unless a written claim for payment under this guarantee is lodged on us within one year from the date of expiry of this guarantee i.e. on or before dated **20/12/2023**.
- D) This guarantee shall automatically stands cancelled on expiry, notwithstanding the original guarantee documents are not returned to us by you.

Signed and sealed this 21st day of December, 2020 at Bhopal.

कृते बैंक ऑफ इंडिया


वरिष्ठ प्रबंधक (साखा)
शाखा महाराणा प्रताप नगर, भोपाल

कृते बैंक ऑफ इंडिया / For BANK OF INDIA


मुख्य प्रबंधक / Chief Manager
महाराणा प्रताप नगर शाखा, भोपाल / Maharana Pratap Nagar Br., Bhopal