

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण (सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)

National Highways Authority of India (Ministry of Road Transport & Highways, Government of India)

क्षेत्रीय कार्यालय, मदुरै / Regional Office, Madurai दूसरा व तीसरी तल, विजय कृष्ण प्लाज़ा, संख्या-1, लेक एरिया, मेलूर मेन रोड, माहुतावनी, मदुरै-625 007 2rd & 3rd Floor, Vijay Krishna Plaza, No.1, Lake Area, Melur Main Road, Mattuthavani, Madurai-625 107 दरूभाष / Tele : +91-452-258 8999 वेब /Website : www.nhai.gov.in ई-मेल / E-mail : romadurai@nhai.org



NHAI/15018/4.3/10/2023/RO Madurai/E:207311/975

16thJune, 2023

INVITATION OF PUBLICE COMMENTS

Sub: NHAI - PIU, Karaikudi - Laying of APL 5L GR X 52, 6" X 6.4mm Thickness of CS Underground Gas Pipeline along the road from Km.118/000 to Km.124/650 (LHS) of Trichy Bypass on NH 67 (New NH 83) connecting [Thuvakudi - Mathur - Panchappur road] for a length of 6650 meters- Invitation of Public Comments - Reg.

Ref: PD, Karaikudi Lr.No-NHAI/PIU/Karaikudi/11032/GAS-Pipe/761 dated 02.06.2023

The proposal received from PD, Karaikudi vide Lr.No- NHAI/ PIU/ Karaikudi/ 11032/GAS-Pipe/761 dated 02.06.2023 there by requesting permission for laying gas pipe line along the road from Km.118/000 to Km.124/650 (LHS) of Trichy Bypass on NH 67 (New NH 83) in the state of Tamil Nadu as proposed by, M/s Megha city gas Distribution Private

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

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

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

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

Encl. As above

Copy to:

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

2. The PD, Karaikudi - for information.

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

700692/2023/PIU - Karaikudi

(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)

National Highways Authority of India

(Ministry of Road Transport and Highways, Government of India) उप महाप्रबंधक (तकनीकी) सह परियोजना निदेशक के कार्यालय परियोजना कार्यान्वयन इकाई

Office of the Deputy General Manager (Tech) & Project Director Project Implementation Unit नंबर 1, 2nd फ्लोर, सूब्रमणीयपुरम 3rd स्ट्रीट, कारैकूडि 630002. तमिलनाडु

No: 1, 2rd Floor, Subramaniapuram 3rd Street, Karaikudi - 630 002, Tamilnadu. टेली फैक्स / Tele : +91-4565-230707 वेबसाइट / Website: http://www.nhai.gov.in E-mail: karaikudipiu@gmail.com, karaikudi@nhai.org

NHAI/PIU/Karaikudi/11032/GAS-Pipe/2023/761

June 02, 2023

To -

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

Sir,

Sub: NHAI - PIU, Karaikudi - Laying of APL 5L GR X 52, 6" X 6.4mm Thickness of CS Underground Gas Pipeline along the road from Km.118/000 to Km.124/650 (LHS) of Trichy Bypass on NH 67 (New NH 83) connecting [Thuvakudi - Mathur - Panchappur road] for a length of 6650 meters - Proposal submitted - Approval - Requested - Reg.

Ref: 1. Authorized Signatory, M/s. Megha Gas, Trichy Proposal dated: 13.03.2023

2. RE, M/s.L.N.Malviya Infra, Karaikudi Lr.No.LNMIPPL/PO/PD/NHAI/Trichy Bypass/2022-23/107, dated:13.05.2023.

It is to submit that the Authorized Signatory, M/s.Megha Gas, Trichy vide reference 1st cited has submitted the proposal seeking permission for laying of APL 5L GR X 52, 6" X 6.4mm Thickness of CS Underground Gas Pipeline along the road from Km.118/000 to Km.124/650 (LHS) of Trichy Bypass on NH 67 (New NH 83) connecting [Thuvakudi - Mathur - Panchappur road] for a length of 6650 meters.

- 2. The same has been forwarded to the Supervision Consultant to offer their comments & recommendations. The Resident Engineer, M/s.L.N.Malviya Infra Projects Pvt. Ltd., Karaikudi vide reference 2nd cited has examine the proposal and recommended for according permission.
- 3. On scrutiny of the proposal, the following details are submitted:
 - a) The Authorized Signatory, M/s.Megha Gas, Trichy has proposed the laying of APL 5L GR X 52, 6" X 6.4mm Thickness of CS Underground Gas Pipeline along the road from Km.118/000 to Km.124/650 (LHS) of Trichy Bypass on NH 67 (New NH 83) connecting [Thuvakudi Mathur Panchappur road] for a length of 6650 meters. The said proposal has been submitted in NOC portal and its application number is 20230315/1/6/18573/2310.
 - b) The width of Existing ROW is 60 m.
 - c) The strip plan showing the details of proposed laying of Gas pipeline and necessary checklist are furnished along with the proposal.
 - d) The Authorized Signatory, M/s.Megha Gas, Trichy has given undertaking that they will relocate pipe lines / utilities at their cost notwithstanding the

Regional Office: 2nd & 3rd Floor, Vijay Krishna Plaza, No.1, Lake Area Meluy Main Road, Mattuthavani, Madurai - 625 007.

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\text{Nadmin3}\text{N2023} \text{Corporate} \text{Office} \text{Color} \text{Sector} \text{Sector} \text{Sector} \text{PSWaffka}, New Delhi - 110 075. Website: www.nhai.gov.in

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

- e) The Authorized Signatory, M/s.Megha Gas, Trichy has given undertaking on non-judicial stamp paper, that they will pay the fee / rent as mentioned in the MoRT&H Guidelines / Circular No.RW/NH-33044/29/2015/S&R (R) dated 22.11.2016 as and when asked by NHAI.
- f) The track rent and restoration charges to be collected from the agency are calculated as per the MoRT&H Guidelines / Circular No.RW/NH-33044/29/2015/S&R (R) dated 22.11.2016.
- g) The cost of restoration charges for the laying of GAS pipeline is worked out as Rs.6,65,000/- (Rupees Six Lakh Sixty Five Thousand only) for which the applicant is required to furnish the BG having validity upto one (1) year as per the Annexure-I.
- h) The track rent to be collected for laying of GAS pipeline along the road is worked out for five years as Rs.11,04,207/- (Rupees Eleven Lakh Four Thousand Two Hundred and Seven Only) for which the applicant is required to be remitted in Bharatkosh Portal valid for upto Five (5) years period as per the Annexure-II.
- i) The statement showing the list of utility services already approved by the Competent Authority is enclosed as <u>Annexure-III</u>.
- j) Certificate by the undersigned is enclosed as **Annexure-IV**.
- k) The site will be restored to the original condition by the utility department itself.
- 4. In view of the above, it is requested that the necessary permission may please be granted to the Authorized Signatory, M/s.Megha Gas, Trichy for laying of APL 5L GR X 52, 6" X 6.4mm Thickness of CS Underground Gas Pipeline along the road from Km.118/000 to Km.124/650 (LHS) of Trichy Bypass on NH 67 (New NH 83) connecting [Thuvakudi Mathur Panchappur road] for a length of 6650 meters in the state of Tamil Nadu at an early date.

Encl: 1 No. of Original Proposal with references.

(B.Arun Prasad)
DGM(T) & Project Director

Yours faithfully,

DGM(T) & Project Director NHAI, PIU, Karaikudi

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

ANNEXURE-I

Performance security against the restoration work for laying of APL 5L GR X 52, 6" X 6.4mm Thickness of CS Underground Gas Pipeline along the road from Km.118/000 to Km.124/650 (LHS) of Trichy Bypass on NH 67 (New NH 83) connecting [Thuvakudi - Mathur - Panchappur road] for a length of 6650 meters.

SI. No.	Description	Lengt	h in mtrs.
Α.	Laying of GAS pipeline along the road by Open Tren	ch Meth	nod
	Km.118/000 to Km.124/650 (LHS)	=	6650
	Total length	=	6650
	Cost of Restoration Charges @Rs.100.00 per running meter (6650 x 100)	=	665000
	Grant Total		665000
<u> </u>	<u> </u>	Say Rs.	6.65 Lakhs

LICENSE FEES FOR PRIVATE UTILITY (Water Supply Pipeline) (Rs/Sqm/Month) 700692/2023/Pilelized (Alicense Alicense Alicense Alicense Alicense FEES FOR PRIVATE UTILITY (Water Supply Pipeline) (Rs/Sqm/Month)

ANNEXURE-II

SL.	NAME OF VILLAGE	CHAINA	GE IN KM	SIDE	LENGTH	DIA OF	UTILIZED	PREVAILING	LICENSE FEE
NO		FROM	ТО		(L) (in mt)	THE PIPE (D) (m)	NH LAND AREA (D x L) (sq.m)	CRICLE RATE OF LAND PER UNIT AREA	(PRIVATE UTILITY) (Rs)
i	Along the road						(34.111)	(sq.m) (Rs)	
	Suriyur	118.000	119.000	LHS	1000	0.152	152.00	4040.00	614080.00
2	Kumbakudi	119.000	122.000	LHS	3000	0.152	456.00	1080.00	492480.00
3	Mathur	122.000	124.650	LHS	2650	0.152	402.80	2695.00	1085546.00
ii	Champer								2003340.00
1	Kumbakudi	120.180			2.40	1.80	4.32	1080.00	4665.60
2	Mathur	123.170			2.40	1.80	4.32	2695.00	11642.40
<u> </u>	TOTA	\L			6650.00		1019.44		2208414.00
		109	6 per annւ	ım on Li	cense Fee				220841.4
<u> </u>			License Fo	ee for 5	years				1104207

License Fee = 1104207 /-

(Rupees Eleven Lakh Four Thousand Two Hundred and Seven Only)

700692/2023/PIU - Karaikudi

Format for Maintaining Records of Right-of-Way permission granted for laying Water Supply Pipeline Enclosure to Ministry Circular No.RW/NH-33044/17/2000-S&R dated 29,09,2000 and dated 23,07,2009]

(to be maintained separetely for every NH and State)

: TAMIL NADU

Name of State
 Name of Agency

3. NH Number

NATIONAL HIGHWAYS AUTHORITY OF INDIA, PIU, KARAIKUDI

TRICHY BYPASS ON NH 67 (CONNECTING THUVAKUDI - MATHUR - PANCHAPPUR)

Remarks Date of last | Any deviation from MoRT&H Standard norms inspection of site agreement validity of 17.11.2027 Date of agreement 18.11.2022 signing Date of Name of License and City Corporation, Trichy The Commissioner, contact address pipeline Service Sewage Kind of Section and Sathanur reach chainage / km Left or Right side of NH increasing direction) (towards BHS Across at Km.134/620 of NH 67 Location (chainage in km) S. S.

ANNEXURE-IV

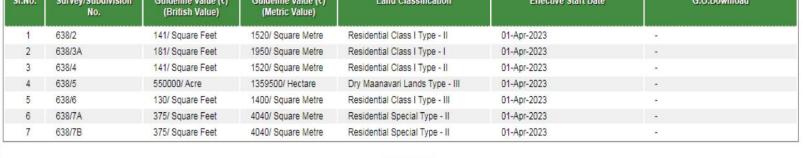
CERTIFICATE OF THE PROJECT DIRECTOR

NAME OF THE WORK:-

Proposal for laying of APL 5L GR X 52, 6" X 6.4mm Thickness of CS Underground Gas Pipeline along the road from Km.118/000 to Km.124/650 (LHS) of Trichy Bypass on NH 67 (New NH 83) connecting [Thuvakudi - Mathur - Panchappur road] for a length of 6650 meters.

It is certified that,

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



Back

















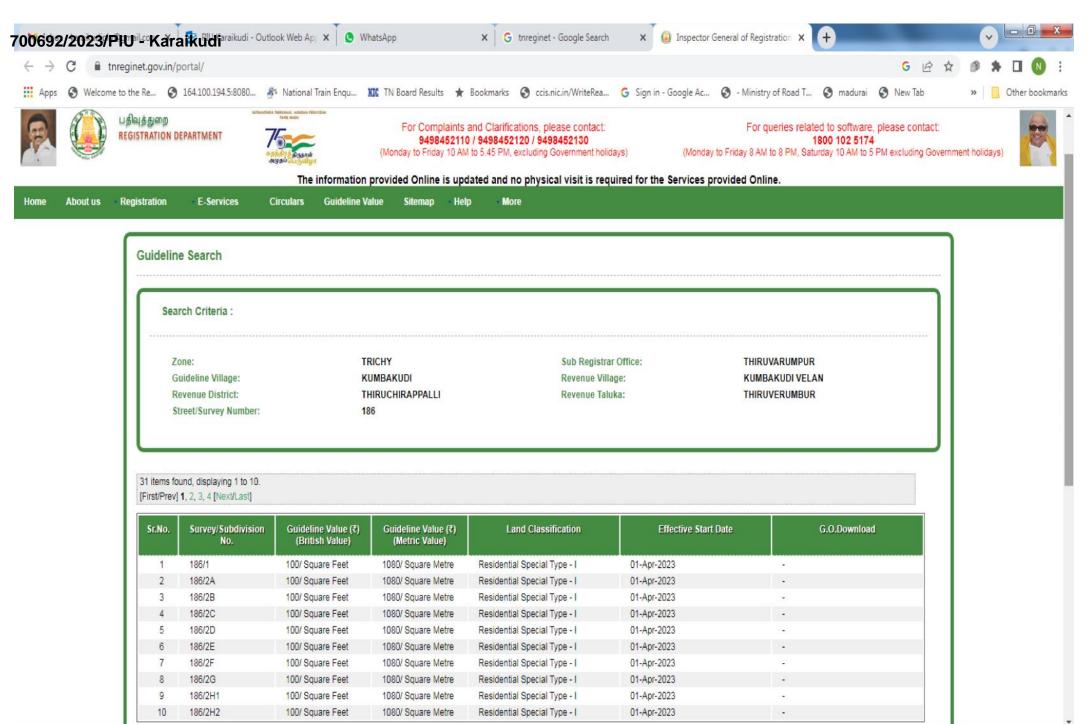






























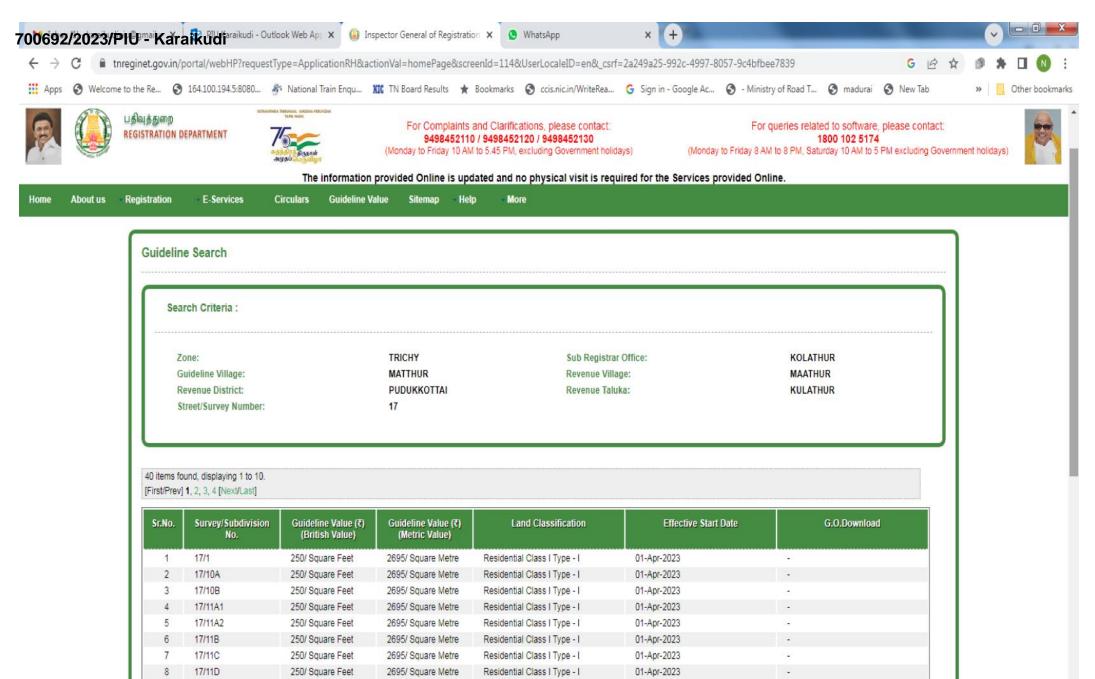




















9

10



17/11E

17/12A







250/ Square Feet







2695/ Square Metre

Govt. Others

Residential Class I Type - I

01-Apr-2023





WPIU-Karaikudi LVIYA INFRA PROJECTS PVT.LTD

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

CIN NO.: U45201DL2010PTC373715

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

No. LNMIPPL/PO/PD/NHAI/Trichy Bypass/2022-23/107

Date:13.05.2023

To:

The Project Director,

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

PIU - KARAIKUDI DATE: 13/05/2023 DIARY No: PD NGR (TECH) DV.MOR (TECH)

Sub: Consultancy services for Operation and maintenance of Trichy Bypass on NH-83 (Old - 67) from KM 110.016 to KM 135.930; on Trichy A Pudukottali on NH-33 (Old-210) from KM 10.000 to KM 43.600; Pudukottai - Thirumayam on NH-36 (Old-210) from KM 43.600 to KM 66.000 Thirumayam - Karaikudi - Ramanathapuram on NH-536 (Old-210) from KM 66.000 to KM 174.000 in the state of Tamilnadu - Gas Pipeline between Ch 118+000 to Ch 124+650 (LHS) - Observation and Comments of Authority Engineer.

Ref: (1). NHAI letter no. NHAI/PIU/Karaikudi/11032/Gas-Pipe/2023/385 Dated 21-03-2023

(2). Megha Gas letter no. Nil Dated 13-03-2023

Dear Sir.

Please note that the proposal sought for laying CS underground Gas pipeline by (Megha City Gas Distribution Pvt. Ltd) between Ch 118+000 to Ch 124+650 (LHS) at 15m offset from Centre line of the Highway Road.

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

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

PROJEC

This is for your information and direction please.

Thanking You and assuring you of our best services.

With Regards,

(Binod Sinha)

Highway Maintenance cum Resident Engineer

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

In Association with Infratech Solutions & consultant



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

PIU - KARAIKUDI

DATE: 1b | 03 | 2023

DIARY NO.: 539.

PD

MGR (TECH)

ACCT.

LAO

SECTION

Date:13.03.2023

Sir,

Sub: Laying of API 5L GR X 52, 6"X 6.4MM Thickness of CS Underground Gas Pipeline along the road Km.118/000 to Km.124/650 (LHS) of Trichy Bypass on NH - 67 Road (New NH - 83) Connecting [Thuvakudi - Mathur - Panchappur road] for a total length of 6650 meters in Tamilnadu State - Proposal Submitted Approval requested - reg.

We submit herewith the proposal for laying of API 5L GR X 52, 6"X 6.4MM Thickness of CS Underground Gas Pipeline inalong the road from Km.28/893 to Km.33/415 (RHS) in Tamilnadu State by Open Trench Method.

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

We request that necessary permission may please be issued, so ask to enable to lay the Gas pipeline along the road NH - 67 Road (New NH - 83) and the restoration charges may be intimated to the above address for making payment.

Thanking You Sir,

Yours Faithfully,

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

2nd Floor, No.7/1, Raj Tower, Karur By-Pass Road, Trichy, Tamil Nadu – 620002 www.meghagas.com Toll Free: 1800 123 1803 e mail: info@meghagas.com CIN: U40106TG2021PTC154806

M mell

Application Details [20230315/1/6/18573/2310]				
Highway	NH83 [NH83]			
Name of Highway Authority				
Highway Administration Address				
Whether the Fuel Station is part of Rest-area complex	No			
Name of Applicant/Oil Company	MEGHA CITY GAS DISTRIBUTION PRIVATE LIMITED Address: 2nd Floor No 7 Raj Tower Karur ByPass Road, Trichy 620002 Tamil Nadu , TIRUCHIRAPPALLI (TAMIL NADU), PIN: 620002 Phn: 8098981198 Email: prasanthfz001@gmail.com			
Application Category	Public Utility			
Utility	Gas			
State	TAMIL NADU			
Type	New			
Remarks	Trichy Bypass NH - 67 (New NH - 83) Connecting [Thuvakudi - Mathur – Panchappur Road] Along the road from Km.118/000 to Km.124/650 (LHS) Length of 6650 meters.			
Submitted On	15 Mar 2023 14:27:41			

Length in Meters * Width of available ROW		6650 Meters
2. Width of available ROW	ng minteridentituman diselbantaman ang wani sana an and rikamwa sana nisikwa panana ing alawa sa sa sa sa sa s	
I. Left side from center line towards increasing chainage OR km direction *		Maximum:35.00 Mts Minimum:28.00Mts
II. Right side from center line towards increasing chainage OR km direction *		Maximum:30.00 Mts Minimum:20.00Mts
3. Proposal to lay the utility		
I. Left side from center line towards increasing chainage OR km direction *		Maximum:34.00 Mts Minimum:27.00Mts
II. Right side from center line towards increasing chainage OR km direction *		NIL
4. Proposal to acquire the lan	d	
I. Left side from center line *		NIL
II. Right side from center line *		NIL
5. Whether proposal is in the same side where land is not to be acquired *		No
If not then where to lay the cable *		NA
6. Details of already laid services if any along the proposed route *		NIL
7. Number of Existing lanes *		2 Lane
8. Proposed number of lanes *	от от от в т. в т. в т. в т. в т. в т. в	4 Lane
9. Service road Exists *		No

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

The second control of	e granden maken here particular ett ett ett ett ett ett ett ett ett et	
IV. The casing pipe (or	San and Control of the Control of th	The state of the s
conduit pipe in the case of	Programmana union	
electric cable) line carrying		
the utility line shall be of		The state of the s
steel, cast iron or reinforced		
concrete and have adequate		NA
strength and be large		
enough to permit ready	**************************************	
withdrawal of carrier		
pipe/cable Mention type of		
casting. *		
V. Ends of the	and the first free manufaction of the manufaction of the first of the first of the manufaction of the first o	
casing/conduit pipe shall be		
sealed from outside, so that		NA
is does not act as a drainage		Accordance
path *		
VI. The casing/conduit pipe	онности выполняться в 2000 до настоя под ставления на под настоя на под на под настоя на под	
should be as minimum		
extend from drain in cuts		NA
toe of slope in fills. *		
VII. The installation of		
Casing pipe shall be as per		
attachment-1 of Ministry's Guidelines dated 22 11 2016		NA
suidelines dated 22.11.2016		
VIII. Mention the		
methodology proposed for		
crossing of road for the		
proposed sewerage / gas	The second secon	
pipeline crossing shall be	POLICE	
boring method (HDD)	To the state of th	NA
(Trenchless Technology)	· · ·	
ongoight whose the seletion i	Service Control of the Control of th	
specially where the existing	weeken and the second s	
road pavement is of cement		
_		

ZIZUZSIPIU - Kalaikuul		mity F Ortal
I. Where the ROW is more		
than 45 M then the duct		Value of the second of the sec
cable shall be laid at the		And a second sec
edge of right of way within		YES
the utility corridor of 2 M	neconductivity of the second s	
width, duly keeping in view		TO THE PARTY OF TH
the future widening. *		
or and the second se	and the second	
II. Where land is yet to be		
acquired for 4 laning and the		
position of new carriageway		
has been decided then the		
cable shall be laid at the		ILAND ACQUISTION
edge of right of way within		COMPLETED, PIPELINE LAYING
the utility corridor of 2 M		CLOSE TO ROW
width, on that side of		
existing carriageway where		
extra land is not proposed		
to be acquired for 4 laning. *		or the second se
tan manya ananan manya ananan mananan ananan ananan anan	онинал <u>до очинализација виштина очинализација в</u>	
III. Where the widening plan		
for 4 laning is not yet		
decided and available ROW		
is around 30 M or less, a		**************************************
judicious decision would		
need to be taken for		ILAND ACQUISTION
permitting the laying of		COMPLETED, PIPELINE LAYING
cable/duct. This could be		CLOSE TO ROW
within 1.5 M to 2m of utility		
corridor at the edge of		
existing ROW, duly keeping		маничення при
in view the possible		
widening plans. *		
Whore DOW:		
IV. Where ROW is restricted		
and adequate only to		No.
accommodate the	e e e e e e e e e e e e e e e e e e e	
carriageway, central verge,		
shoulders and drains (e.g.		LAYING EARTHERN SHOULDER ONLY
Highways in cutting through		
hilly/rolling terrain), the		Terminopopo
cable shall be laid clear of		
the drain. *		The second secon
· · . · · · · · · · · · · · ·	•	

2/2023/PIO - Karaikudi	WINTHOU	mty rottai
V. Where land strip for utility		
corridor can't be		
conveniently earmarked		
(available ROW restricted to		PIPELINE LAYING CLOSE TO ROW &
the toe of the embankment)		LAYING EARTHERN SHOULDER ONLY
for laying of cable/ducts, the		Water and the second se
permission may be refused.		
*		Promoternico
15. Document/Drawings	очт стоино почения на проделения на пределения на пределения на пределения на пределения на пределения на пред	
enclosed with the proposal *		Yes
I. Cross section showing the		American Control of the Control of t
size of trench for open		
trenching method (is it		YES
normal size of 1.2m (min.)	•	
deep x 0.3 wide) *		
II. Cross section showing		
the size of pit and location		NO
of cable for HDD method *		
III. Strip plan/ Route plan	чин того до 1860 и на положения положения положения положения подободина на начал годинерования на положения п	
showing the OFC, Chainage		
width of ROW, distance of		
proposed, cable from the		YES
edge of ROW, important mile		
stone, intersections, cross		
drainage works etc. *		
IV. Methodology of laying of	ANTICA TO THE CONTROL OF THE CONTROL	
the Utility Pipeline/OFC *		YES
	ti kakanna asar 4 sa kata tila kakan an a	
V. Open trenching method		
(may be allowed in utility		
corridor only where		
pavement is neither cement		YES
concrete nor dense		
bituminous concrete type) If		
yes what is the Methodology		
of refilling of trench *		
The state of the s	TOTAL TOTAL PROPERTY OF THE PR	· · · · · · · · · · · · · · · · · · ·

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

(e) The road crust shall be built to the same strength as existing crust on either side of the trench. Care shall be taken to avoid the formation of a dip at the trench. *		YES
(f) The excavation shall be protected by flagman, signs and barricades and red lights during night hours.*		YES
(g) If required, a diversion shall be constructed at the expense of agency owing the utility line. *		YES
VI. Horizontal Directional Drilling (HDD) Method *	anna ann an Airmeann Airm Airmeann. Mais an taoinn ann ann an Airmeann ann an taidh dheann ann ann ann ann an a	NO
VII. Laying OFC through CD Works and Method of laying (Whether to be hung outside parapet). *		NO
16. Draft license Agreement signed by two witnesses. *		YES
I. The license fee estimate as per Ministry's guidelines issued vide circular no. RW/NH/33044/29/2015/S&R dated 22.11.2016. *		YES
17. Whether Performance Bank Guarantee is as per Ministry's guidelines issued vide circular no. RW/NH/33044/29/2015/S&R, dated 22.11.2016. *		Yes
I. Confirmation of BG has been obtained as per MoRTH guidelines *		Yes
18. Affidavit/Undertaking from	the Applicant for following is t	to be furnished

42023/PIU - Karaikudi	JVIIIIVIII	inty i ortal	
a) Undertaking not to			manara wa
Damage to other utility, if			
damage then to pay the		Yes	
losses either to NHAI or the	of resources as a		
concerned agency. *	The second secon		
b) Undertaking Renewal of			***************************************
Bank Guarantee as and		Yes	
when asked by MoRTH. *			
c) Undertaking Confirming			
all standard condition of		Yes	
Ministry's guidelines. *		165	
d) Undertaking for indemnity			
against all damages and claims *		Yes	
Claims "			
e) Undertaking for			
management of traffic		The control of the co	
movement during laying of		Yes	
utility line without			
hampering the traffic *			· construction of the cons
f) Undertaking that if any	тариттари, корукторит и типуруни на таммарын на него и доругун к.к. него изгорит на тамынуу контроруу дарын на	an aga an maga kata	
claim is raised by the			9)Secureopeanes
concessionaire/ contractor		Yes	COMMANDAMENT STATES
then the same has to be			PERSONAL PROPERTY.
paid by the applicant. *			h deendoore en paperasa.
g) Undertaking that prior	and the second section to the second		*****
approval of the NHAI shall		Terrent Control of the Control of th	MEMORIA CONTRACTOR
be obtained before			newsorkerstaktstakts
undertaking any work of		agrantion of the state of the s	Appendix xinopero
installation, shifting or		Yes	NEW GARAGAGAGA
repairs, or alteration to the			sieviene verenens
utility located in the National			AND PROPERTY OF THE PERTY OF TH
Highway Right of Ways. *	Assembly		APPRICALLERS
			(vardapara)

2/12023/PIU - Karaikudi	MoRTH Ut	ility Portal
h) Undertaking that	TO A TOTAL ORDER DE LA COLONIA	
expenditure is any incurred	del de consensation de la consen	
by NHAI for repairing any		
damage cause to the NH by		
laying, maintenance of		Yes
shifting of the utility line will		
be borne by the applicant		
agency owing the line. *		
i) Undertaking that text of		
the license deal is as per		
verbatim of format issued by		Voc
MoRTH vide circular no.		Yes
RW/NH/33044/29/2015/S&R		
dated 22.11.2016 *		
j) Undertaking for shifting of		
utility as and when asked by		Yes
MoRTH/ NHAI. *		
k) Certificate from the applica	nt in the following format	
		ach road/utilities at my/our own cost
		s will be stipulated by NHAI for future
six laning or/any other develo	pment	
19. Who will sign the		SYAM SUNDHAR PAVAN KUMAR, M/s.
agreement on behalf of		MEGHA CITY GAS DISTRIBUTION
Applicant agency? Power of		PRIVATE LIMITED 2nd Floor, No.7/1, Raj
Attorney to sign the		Tower, Karur By-Pass Road, Trichy –
agreement is available or		620002, Tamil Nadu
not. *		, rainin riada
20. The Power of Attorney is		
in favour of authorized		Yes
signatory? *		
Same Control of the C		: :

	Locations					
Sno	State	District	Highway /Stretch	Start Point	End Point	View
1	TAMIL NADU	TIRUCHIRAPPALLI	NH83 [NH83] (0-125) From Km: 118 To Km: 124.65	Chainage Point: 118 Lat: 10.691 Lng: 78.790	Chainage Point: 124.65 Lat: 10.701 Lng: 78.731	View

	Documents					
Sno	Stage	Document	Mandatory	Action		
1	Under Submission	Layout and Drawings	Yes	View		
2	Under Submission	Any Other Supporting Document	No	View		
3	Under Submission	Any Document to indicate commercial activities are allowed on the land.	No			
4	Under Submission	Safety Clearance from Directorate of Electricity	No			
5	Under Submission	Safety Clearance from Chief Controller of Explosives	No	et det den senten en en en en de de des en esta en		
6	Under Submission	Safety Clearance from Petroleum and Explosives Safety Organisation	No	View		
7	Under Submission	Safety Clearance from Oil Industry Safety Directorate	No	Managaman and an ang ang ang ang ang ang ang ang ang		
8	Under Submission	Safety Clearance from State/Central Pollution Control Board	No	uma ne transminingangine renormaniana		
9	Under Submission	Any Other Statutory Clearance as applicable	No	Andrew Control of the		

***************************************	Applicable Fee Details					
Sno	Fee Head	Stage	Fee	Amount	Status	
1	Utility Fees	Technical Approval	License Fees	217387.17		

UNDERGROUND GAS PIPELINE ROUTE DIAGRAM

SECTION

Trichy Bypass

NH - 67 (New NH - 83)

Connecting [Thuvakudi - Mathur - Panchappur Road]

Along the road from Km.118/000 to Km.124/650 (LHS)

Length of 6650 meters.

APPLICANT:



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

RECEIVED TO:

The Project Director,
National Highway authority of India,
Karaikudi

PROPOSAL PREPARED BY



M M CONSULTANCY

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



To

Date:13.03.2022

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

Sir,

Sub: Laying of API 5L GR X 52, 6"X 6.4MM Thickness of CS Underground Gas Pipeline along the road Km.118/000 to Km.124/650 (LHS) of Trichy Bypass on NH - 67 Road (New NH - 83) Connecting [Thuvakudi - Mathur - Panchappur road] for a total length of 6650 meters in Tamilnadu State - Proposal Submitted Approval requested - reg.

We submit herewith the proposal for laying of API 5L GR X 52, 6"X 6.4MM Thickness of CS Underground Gas Pipeline inalong the road from Km.28/893 to Km.33/415 (RHS) in Tamilnadu State by Open Trench Method.

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

We request that necessary permission may please be issued, so ask to enable to lay the Gas pipeline along the road NH - 67 Road (New NH - 83) and the restoration charges may be intimated to the above address for making payment.

Thanking You Sir,

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



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

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



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

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

- Relevant circulars
- 1) Ministry Circular No. NH-41 (58)/68 dated 31.1.1969
- 2) Ministry Circular No. NH-III/P/66/76 dated 18/19.11.1976
- 3) Ministry Circular No. RW/NH-III/P/66/76 dated 11.5.1982
- 4) Ministry Circular No. RW/NH-11037/1/86-DOI (ii) dated 28.7.1993
- 5) Ministry Circular No. RW/NH-11037/1/86/DOI dated 19.1.1995
- 6) Ministry Circular No. RW/NH-34066/2/95/ S&R dated 25.10.1999
- 7) Ministry Circular No. RW/NH-34066/7/2003 S&R (B) dated 17.9.2003
- 8) Ministry Circular No. RW/NH-33044/29/2015-S&R (R) dated 22.11.2016

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

S.	Item	Information/ Status	Remarks
No.			
1	General Information		
1.1	Name and Address of the	M/S. Megha City Gas	
	Applicant/Agency	Distribution Private Limited	
		2 nd Floor, No.7/1, Raj Tower,	
		Karur By-Pass Road,	
,		Trichy – 620002, Tamil Nadu.	
1.2	National Highway Number	Trichy Bypass on NH - 67	
1.2		Road (New NH - 83)	
1.3	State	TamilNadu.	
1.4	Location	Trichy Bypass on NH - 67	
		Road (New NH - 83)	
1.5	(Chainage in km)	Along the road from	
		Km.118/000 to Km.124/650	
		(LHS)	
1.6	Length in Meters	6650 Meters	
1.7	Width of available ROW		
	(a) Left side from center line towards	Maximum:35.00 Mts	
	increasing chainage/ km direction	Minimum:28.00Mts	
	(b) Right side from center line		
	towards increasing chainage/ km	Maximum: 30.00 Mts	
	direction	Minimum:20.00Mts	
1.8	Proposal to lay underground Gas pipe		
1 1 11 2	line.		<u> </u>

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		And the state of t	
	(a) Left side from center line towards	Maximum:34.00 Mts	
,	increasing chainage / km direction	Minimum:27.00Mts	
	(b) Right side from center line	3	
	towards increasing chainage / km	NA	
	direction		
1.9	Proposal to acquire land	No	
	(a) Left side from center line	Nil	
	(b) Right side from center line	Nil	
1.10	Whether proposal is in the same side	No	
	where land is not to be acquired		
	If not then where to lay the Pipe	No	
1.11	Details of already laid services, if any,	Nil	
	along the proposed route	NIL NIL	
1.12	Number of lanes (2/4/6/8 lanes)	2 lane with Paved shoulder	
	existing	Z tane with raved shoulder	
1.13	Proposed Number of lanes (2 lane with	4 lane with Paved shoulder	
	paved shoulders/4 / 6/8 lanes)		
1.14	Service road existing or not	Yes	
-	If yes then which side	<u> </u>	
	(a) Left side from center line	NA	<u> </u>
	(b) Right side from center line	NA	
1.15	Proposed Service road		
	(a) Left side from center line	NA	
	(b) Right side from center line	NA	
1.16	Whether proposal to lay Gas Pipe line		
	is after the service road or between	No, Close to ROW	
	the service road and main carriageway		
1.17	The permission for laying of Gas Pipe		• .
:	Line shall be considered for approval /		•
	rejection based on the Ministry		
	Circulars mentioned as above.		
	(a) Carrying of sewage/gas pipelines		
	on highway bridges shall not be		
	permitted as Fumes /gases pipes can		
	accelerate the process of corrosion or		
	may cause explosions, thus, being		
	much more injurious than leakage of	Canadawal for approval	
	Gas.	Considered for approval	
	(b) Carrying of Gas Pipe lines on	based on the NH circular.	
	bridges shall also be discouraged.		
	However, if the gas supply authorities		
	seem to have no other viable		
	alternative and approach the highway		
	authority well in time before the		
	design of the bridge is finalized, they		
2.50	may be permitted to carry the		

	pipeline on independent		
	superstructure, supported on		
	extended portions of piers and		
	abutments in such a manner that in		
	the final arrangement enough free		
	spade around the superstructure of		
	the bridge remains available for		
	inspection and repairs, etc		
	(c) Cost of required extension of the		
	substructure as well as that of the		
	supporting superstructure shall be		
	borne by the agency-in-charge of the		
	utilities.		,
	(d) Services are not being allowed		
	indiscriminately on the parapet/any		
	part of the bridges, Safety of the		100
	bridges has to be kept in view while		
	permitting various services along		
	bridge. Approvals are to be accorded		
	in this regard with the concurrence of		
	the NH Project Director only.		
1.18	If crossings of the road involved		
	If Yes, it shall be either encased in		
	pipes or through structure or conduits	MZ	
	specially built for that purpose at the	No	
	expenses of the agency owning the		
	line		
· · · · · · · · · · · · · · · · · · ·	(a) Existing drainage structures shall	NA	
	not be allowed to carry the lines.		
	(b) Is it on a line normal to NH	NA	
	(c) Crossings shall not be too near the		
	existing structures on the National	NA NA	
	existing structures on the national		
	Highway, the minimum distance being		-
	15 meter. What is the distance from		
	the existing structures		<u> </u>
	(d) The casing pipe (or conduit pipe in		
	the case of electric cable) carrying	NIA	
	the utility line shall be of steel, cast	NA NA	
	iron, or reinforced cement concrete		
	and have adequate strength and be		
	large enough to permit ready		
1 2	withdrawal of the carrier pipe/cable.		
	(e) Ends of the casing/conduit pipe		
1000	shall be sealed from the outside, so	NA NA	
	that it does not act as a drainage		- 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1
	path.		
	(f) The casing/conduit pipe should, as		
	minimum extend from drain to drain	NA	
10000000	77 17 17 17 17 17 17 17 17 17 17 17 17 1		

	in cuts and toe of slope toe of slope in the fills.		
	(g) The top pf the casing/conduit pipe		· · · · · · · · · · · · · · · · · · ·
	should be at least 1.2 meter below	NA	
	the surface of the road subject to		
	being at least 0.3 m below the drain		
	inverts.		
	(h) Crossing shall be by boring method		
	(HDD) specially where the existing	NA	
	road pavement is of cement concrete		
	or dense bituminous concrete type.		
	(i)The casing/conduit pipe shall be		
	installed with an even bearing		
	throughout its length and in such a	NA NA	
	manner as to prevent the formation of	Table 1	
	a gasway along it.		
2	Document / Drawings enclosed with		
Z	the proposal	Yes	
2.1	Cross section showing the size of		
,	trench for open trenching method (Is		
	it normal size of 1.2m deep X 0.3m		
	wide)		
	(i) Should not be greater than 60 Cm		
	wider than the outer diameter of the		
	pipe		
	(ii) located as close to the extreme		
	edge of the right-of-way as possible	Yes	
1	but not less than 15 meter from the		
	centre-lines of the nearest		
	carriageway		
	(iii) Shall not be permitted to run		
	along the National Highways when the		
	road formation is situated in double		
	cutting. Nor shall these be laid over		1 6
	the existing culverts and bridges		
	(iv) These should be so laid that their		1
	top is at least 0.6 meter below the		
	ground level so as not to obstruct		
e jak	drainage of the road land.		
2.2	Cross section showing the size of pit		
	and location of gas pipe line for HDD	NA NA	
	method		
2.3	Strip plan/ Route Plan showing Gas		
	Supply pipe line, Chainage, width of		
	ROW, distance of proposed, pipe		
	line from the edge of ROW,		
	important mile stone, intersections,		
The state of the s	cross drainage works etc.	The state of the s	
WOLLAND	SA.		
	78 75 6 0 78		

2.4	Methodology for laying of showing Gas pipe line.	Yes	
2.4.1	Open trenching method (May be		,
i	allowed in utility corridor only where		
	pavement is neither cement concrete	Yes	
	nor dense bituminous concrete type.		
	If yes, Methodology of refilling of		
	trench		
	(a) The trench width should be at		
	least 30 cm, but not more than 60 cm	Yes	
	wider than the outer diameter of the		
	pipe.		
	(b) For filling of the trench, Bedding		-
	shall be to a depth of not less than 30		1.
	cm. It shall consist of granular		
-	material, free of lumps, clods and	Yes	
	cobbles and graded to yield a firm		
	surface without sudden change in the		
	bearing value. Unsuitable soil and rock		
	edged should be excavated and		
	replaced by selected material.		
	(c) The backfill shall be completed in	e for the deciple of	
	two stages (i) side - fill to the level of	Yes	
	the top of the pipe and (ii) overfill to	in the second se	
	the bottom of the road crust.		1
	(d) The side fill shall consist of		
	granular material laid in 15 cm layers		
	each consolidated by mechanical		
	tampering and controlled addition of		
,	moisture to 95% of the Proctor's		
	Density. Overfill shall be compacted		
	to the same density as the material		
	that had been removed. Consolidation	Yes	
	by saturation or ponding will not be		
	permitted.		12
	(e) The road crust shall be built to the		
	same strength as the existing crust on		:
	either side of the trench. Care shall		
	be taken to avoid the formation of a		
1	dip at the trench.		
	(f) The excavation shall be protected		
	by flagman, signs and barricades, and		
	red lights during night hours.		
ļ	(g) If required, a diversion shall be		
	constructed at the expense of agency	Yes	
A STATE OF THE STA	مستانيين بالمستانيين		
SAUTION	Dwining the deferey the		

2 4 2	II : II Dissertional Durillian (UDD)		
2.4.2	Horizontal Directional Drilling (HDD) Method	No No	
2 4 2			
2.4.3	Laying of Gas Pipe Line through CD	No.	
	works and method of laying	THO.	
	(a) On approaches, the water		
	mains/cables shall be carried along a		
	line as close to the edge of the right-		
	of way as possible up-to a distance of		
	30 m from the bridge and subject to	Yes	*
	all other stipulations contained in this	The Market of the Control of the Con	
	Ministry's guidelines issued with letter		
	No.NH-HI/P/66/76 dated 19.11.1976.		
3	Draft License Agreement signed by	Yes, enclosed with proposal	
	two witnesses	res, enclosed with proposat	
4	Performance Bank Guarantee in favour		
	of NHAI has to be obtained @ Rs100/-		•
	per running meter (parallel to NH) and		
	Rs1,00,000/- per crossing of NH, for a	A Company of the Comp	
	period of one year initially		
	(extendable if required till		
	1 (-) (-)		
	satisfactory completion of work) as a		
	security for ensuring/making good the	To be abtoined	
1	excavated trench for laying the	To be obtained.	
	cables/ducts by proper filling and		
	compaction, clearing debris/loose		
	earth produced due to execution of		
	trenching at least 50m away from the		
	edge of the right of way. No payment		
	shall be payable by the NH to the		
	licensee for clearing debris/loose		
	earth.		
4.1	Performance BG as per above is to be	To be obtained.	
4.1	obtained.		
4.2	Confirmation of BG has been obtained	To be obtained at the time	
4.2		of execution of Agreement.	
, F	as per NHAI guidelines Affidavit / Undertaking from the	Yes	
5	////datte	163	
	Applicant.		
5.1	Not to Damage to other utility, if	V	
	damaged then to pay the losses either	Yes, enclosed with proposal	
. L	to NHAI or to the concerned agency		
5.2	Renewal of Bank Guarantee	Yes, enclosed with proposal	
5.3	Confirming all standard condition of	Yes, enclosed with proposal	-
	NH rules		
5.4	Shifting of Gas pipe line as and when	Yes, enclosed with proposal	
J. T	required by NH at their own cost		
5.5	Shifting due to 4 lanning / widening of	Yes, enclosed with proposal	
J.J	and the state of t		
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		professional and the control of the	
5.6	Indemnity against all damages and claims clause (xxiv)	Yes, enclosed with proposal	
5.7	Traffic movement during laying of Gas pipe line to be managed by the	Yes, enclosed with proposal	
	applicant		
5.8	If any claim is raised by the Concessionaire then the same has to be paid by the applicant	Yes, enclosed with proposal	
5.9	Prior approval of the NH shall be		
3.7	obtained before undertaking any work		
	of installation, shifting or repairs, or		
	alterations to the showing Gas Pipe	Yes, enclosed with proposal	
	line located in the National highway		
	right-of-ways.		
5.10	Expenditure, if any, incurred by NH		
3.10	for repairing any damage caused to		
	the National Highway by the laying,	Yes, enclosed with proposal	
	maintenance or shifting of the Gas	res, effectosed with proposat	
	Pipe line will be borne by the agency		
	owning the line.		
E 11	If the NH considers it necessary in		
5.11	future to move the utility line for any		
	work of improvement or repairs to the		
	road, it will be carried out as desired	Yes, enclosed with proposal	
	by the NH at the cost of the agency	res, endosed with proposition	
	owning the utility line within a		
	reasonable time (not exceeding 60		
F 43	Certificate from the applicant in the		<u> </u>
5.12			1.
	following format (i) Laying of Gas Pipeline will not	1.4.14	
	have any deleterious effects on any of		
	the bridge components and roadway		
	safety for traffic. (ii) for 4 - laning "We do undertake"		
		Yes, enclosed with proposal	
	that i will		
	road/approach road/utilities at my own cost notwithstanding the		
*			
	permission granted within such time as will be stipulated by NH" for		
	as with some same		
	future four - lanning or any other		
4	development." Who will sign the agreement on behalf	M/S. Megha City Gas	
6.	of Gas pipe line agency	Distribution Private Limited	
	or das pipe tine agency	2 nd Floor, No.7/1, Raj Tower,	
		Karur By-Pass Road,	
		Trichy – 620002, Tamil Nadu.	
121	NTION		

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		<u> </u>	
7	Certificate from the Project Director.		
7.1	Certificate for confirming of all		
	standard condition issued vide Ministry		1
	Circular No. Ministry Circular No. NH-		
	41 (58)/68 dated 31.1.1969, Ministry	(Yes)	
	Circular No. NH-III/P/66/76 dated		
	18/19.11.1976, Ministry Circular No.		1.
	RW/NH-III/P/66/76 dated 11.5.1982,		
	Ministry Circular No. RW/NH-		
	11037/1/86-DOI (ii) dated 28.7.1993,		
	Ministry Circular No. RW/NH-		
	11037/1/86/DOI dated 19.1.1995,		
	Ministry Circular No. RW/NH-		
	34066/2/95/ S&R dated 25.10.1999		
	and Ministry Circular No. RW/NH-		
	34066/7/2003 S&R (B) dated		
	17.9.2003 and Ministry Circular No.	and the state of t	
	RW/NH-33044/29/2015-S&R (R) dated		
	22.11.2016.		
7.2	Certificate from PD in the following		
	format		
	(i) "It is certified that any other		
100	location of the Gas pipeline would be		
	extremely difficult and unreasonable		
	costly and the installation of Gas		**
-	pipeline within ROW will not adversely		
	affect the design, stability & traffic		
	safety of the highway nor the likely		
	future improvement such as widening	(Yes)	7.55
	of the carriageway, easing of curve		
	etc".		
	(ii) for 4 -lanning		
	(a) Where feasibility is available "I do		
	certify that there will be no hindrance		
	to proposed Four-laning based on the		
	feasibility report considering proposed		
	structures at the said location".		100
			- 21
	(b) In case feasibility report is not		
	available "I do certify that sufficient ROW is available at site for		
	NOTT IS UTUINED IN		
	accommodating proposition		
	laning".		
8	If NH section proposed to be taken up		
	by NHAI on BOT basis - a clause is to		
	be inserted in the agreement. "The		
	permitted Highway on which Licensee		
	has been granted the right to lay		
7117	Cable/duct has also been granted as a		1 - 1
1343 30 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			

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_				
		right of way to the concessionaire	N.A	
		under the concession agreement for		
		up-gradation Along the road from		
		Km.118/000 to Km.124/650 (LHS) for		
		a total length of 6650m in the state of		.**
		Tamil Nadu in Trichy Bypass on NH -		
		67 Road (New NH - 83) on Build,		i z et i
		Operate and Transfer Basis] and		
		therefore, the licensee shall honour		* **
		the same."		· ,
	9	Who will supervise the work of laying	Consultants and relevant	
		of Gas pipeline	filed Officers of NH.	
	10	Who will ensure that the defects in	BG will enchased. Claim	
		road portion after laying of Gas pipe	amount will be determined	
		line are corrected and if not corrected	according to the nature and	
		then what action will be taken.	seriousness of damages.	
	11	Who will pay the claims for damages		
	*.	done/disruption in working of	, , ,	
		Concessionaire if asked by the	claims.	
		Concessionaire.		
	12	A certificate from PD that he will	V	
		enter the proposed permission in the	Yes.	
		register of records of the permissions		
		in the prescribed preformed (copy		
	42	enclosed).		
	13	If any previous approval is accorded	Yes.	
		for laying of underground Gas Pipeline	165.	
		then Photocopy of register of records		
		of permissions accorded as maintained		
		by PD then copy be enclosed		



THE PROJECT DIRECTOR
NHAI-PIU-KARAIKUDI

Annexure-l

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

The Gas pipe line shall be located as close to the extreme edge of the 1. right-of-way as possible but not less than 15 meter from the centre-lines of the nearest carriageway.

The Gas pipe line shall not be permitted to run along the National 2. Highways when the road formation is situated in double cutting. Nor shall these be laid over the existing culverts and bridges without the prior approval of NH/Government of India.

The Gas pipe line shall be so placed that at no time there is interference 3.

with the maintenance of the National Highways.

These should be so laid that their top is at least 0.6 meter below the 4. ground level so as not to obstruct drainage of the road land.

The authority/ owner of the under ground utility shall ensure that laying 5. Gas pipe line should not have any deleterious effects on any of the bridge components and roadway safety for traffic.

The lines shall cross the National Highways preferably on a line normal to it 6.

or as nearly so as practicable.

Crossings shall not be too near the existing structures on the National 7.

Highway, the minimum distance being 15 meter.

The Gas pipe line is permitted to cross the National Highway, either 8. encased in pipes or through structure of conduits specially built for that purpose at the expense of the agency owning the line. Existing drainage structures shall not be allowed to carry the lines across.

The casing pipe (or conduit pipe in the case of electric cable) carrying the 9. Gas pipe line shall be of steel, cast iron, or reinforced cement concrete and have adequate strength and be large enough to permit ready withdrawal of the carrier pipe/cable. Ends of the casing/conduit pipe shall be sealed from the outside, so that it does not act as a drainage path.

The casing/conduit pipe should, as minimum extend from drain to drain in 10.

cuts and toe of slope toe of slope in the fills.

The top pf the casing/conduit pipe should be at least 1.2 meter below the 11. surface of the road subject to being at least 0.3 m below the drain inverts.

The casing/conduit pipe may be installed under the road embankment 12. either by boring or digging a trench. Installation by boring method shall only be permitted where the existing road pavement is of cement concrete or dense bituminous concrete type.

The casing/conduit pipe shall be installed with an even bearing throughout 13. its length and in such a manner as to prevent the formation of a Gasway

along it.

Open trenching method. (May be allowed in utility corridor only where 14. pavement is neither cement concrete nor dense bituminous concrete type

The sides of the trench should be done as nearly vertical as possible. The trench width should be at least 30 cm, but not more than 60 cm wider than the outer diameter of the pipe.

Filling of the trench shall conform to the specifications contained (b)

herein below.

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

(d) The backfill shall be completed in two stages (i) side - fill to the level of the top of the pipe and (ii) overfill to the bottom of the road crust.

(e) The sidefill shall consist of granular material laid in 15 cm layers each consolidated by mechanical tampering and controlled addition of moisture to 95% of the Proctor's Density. Overfill shall be compacted to the same density as the material that had been removed. Consolidation by saturation or ponding will not be permitted.

(f) The road crust shall be built to the same strength as the existing crust on either side of the trench or to thickness and specifications stipulated by the Highways Authority. Care shall be taken to avoid the formation of a dip at the trench.

(g) The excavation shall be protected by flagman, signs and barricades, and red lights during night hours.

15. If needed, a diversion shall be constructed at the expense of agency owning the Gas pipe line.

16. Prior approval of the NH shall be obtained before undertaking any work of installation, shifting or repairs, or alterations to the Gas pipe line located in the National highway right-of-ways.

17. Expenditure, if any, incurred by the Highway Authority for repairing any damage caused to the National Highway by the laying, maintenance or shifting of the Gas pipe line will be borne by the agency owning the Gas pipe line.

18. If the NH considers it necessary in future to move the Gas pipe line for any work of improvement of repairs to the road, it will be carried out as desired by the Highway Authority at the cost of the agency owning the Gas pipe line within a reasonable time (not exceeding 60 days) of the intimation given.

19. The licensee shall ensure making good the excavated trench for laying Gas pipeline by proper filling and compaction, so as to restore the land in to the same conditions as it was before digging the trench, clearing debris/loose earth produced due to execution of trenching at least 50m away from the edge of the right of way.

20. The licensee shall furnish a Bank Guarantee to the NH @ Rs100/- per running meter (parallel to NH) and Rs1,00,000/- per crossing of NH, for a period of one year initially (extendable if required till satisfactory completion of work) as a security for ensuring/making good the excavated trench for laying the cables/ducts by proper filling and compaction, clearing debris/loose earth produced due to execution of trenching at least 50m away from the edge of the right of way. No payment shall be payable by the NH to the licensee for clearing debris/loose earth.

21. In case the work contemplated herewith is not completed to the satisfaction of the NH, which has granted the permission, within a period of 11 months from the date of issue of the bank guarantee, the licensee shall either furnish a fresh guarantee or extend the guarantee for a further period of one year. In case of the licensee failing to discharge the obligation of making good the excavated trench, the NH shall have a right to make good the damages caused by excavation, at the cost of the licensee and recover the amount by invoking the bank guarantee furnished

by the licensee.

22. The licensee shall shift the Gas pipe line within 60 days (or as specified by the respective agency/owner) from the date of issue of the notice by the NH / Govt. of India to shift/relocate the Gas pipe line, in case it is so required for the purpose of improvement/widening of the road/route/highway or construction of flyover/bridges and restore the road/land to its original condition at his own cost and risk.

23. Regarding the location of other cables, underground installation/utilities etc, the licensee shall be responsible to ascertain from the respective agency in coordination with NH. The licensee shall ensure the safety and security of already existing cables/underground installation/utilities

facilities etc. before commencement of the excavation.

24. The licensee shall be solely responsible/ liable for full compensation/indemnification of concerned agency/aggrieved owner for any direct, indirect or consequential damage caused to them/claims or replacement sought for, at the cost and risk of the licensee. The concerned agency in co-ordination with NH shall also have a right to make good such damages/recover the claims by way of invoking of Bank Guarantee furnished by the licensee.

25. If the licensee fails to comply with the condition 22 and 23 above to the satisfaction of the NH, the same shall be got executed by the NH at the risk

and cost of the licensee.

26. The licensee shall procure insurance from reputed insurance company against damages to already existing cables/underground

installation/utilities/facilities etc during trenching.

27. The licensee has to cross the NH by horizontal drilling method (trenchless technology only). In case any damage is caused to the road pavement in this process, the licensee will be required to restore the same to the original condition at his own cost.

28. No trenching will be done on pucca road, boring method will be used in pucca road and Gas pipe line will be laid at the extreme edge of the road

in the non-BT surface only.

29. The licensee shall inform/give a notice to the NH / Govt. of India or its authorized agency at least 15 days in advance with route details prior to digging trenches for fresh or maintenance/repair work. A separate work plan and a separate performance Bank Guarantee @ Rs100/- per meter length for maintenance/ repair work shall have to be furnished by the licensee.

30. Each day, the extent of digging the trenches should be strictly regulated so that cables are laid and trenches filled up before the close of the work that day. Filling should be completed to the satisfaction of the concerned

agency designated by the NH.

31. The licensee shall indemnify the concerned agency in co-ordination with NH, against all damages and claims, if any, due to the digging of trenches

for laying Gas pipe line.

32. The NH has a right to terminate the permission or to extend the period of agreement. In case the licensee wants shifting, repairs or alteration to Gas pipe line, he will have to furnish a separate bank guarantee.

33. The licensee shall not without prior permission in writing from the NH / Govt. of India or its authorized agency undertake any work of shifting,

repairs or alterations to the said Gas pipeline.



The permission granted shall not in any way be deemed to convey to the 34. licensee any ownership right or any interest in route/road/highway/ land/ property, other than what is herein expressly granted.

During the subsistence of this agreement, the laying of Gas PipeLine /ducts 35. located in highway land/property shall be deemed to have been constructed and continued only by the consent and permission of the NH so that the right of the licensee to the use thereof shall not become absolute and indefeasible by laps of time.

The licensee shall bear the stamp duty charged for the agreement. 36.

The Gas pipe line shall not be brought in to use by the licensee unless a 37. completion certificate to the effect that the laying of Gas Pipeline has been laid in accordance with the approved specifications and drawings and the trenches have been filled up to the satisfactions of the concerned agency in co-ordination with the owner has been obtained.

Not withstanding anything NH contained herein this agreement may be 38. cancelled at any time by the or breach of any condition of the same and the licensee shall neither be entitled to any compensation for any loss caused to it by such cancellation nor shall it be absolved from any liability already incurred.

The licensee shall have to provide barricading, danger lighting and other 39. necessary caution boards while executing the work and during maintenance.

If any traffic diversion works are found necessary during the working period 40. such diversion shall be provided at the cost of licensee.

After the termination/expiry of the agreement, the licensee shall remove 41. the Gas pipe line within 60 days and the site shall be brought back to the original condition failing which the licensee will lose the right to remove the cables/ducts. However, before taking up the work of removal of Gas pipe line the licensee shall furnish a bank guarantee to the owner for a period of one year for an amount assessed by the owner for making good the excavated trench by proper filling and compaction, clearing debris, loose earth produced due to excavation of trenching at least 50m away from the edge of the right of way.

If NH is required to do some emergent work the licensee will provide an 42. observer within 24 hours. NH will not be responsible for any damage of any

kind by what so ever means natural or otherwise.

The enforceability of the Right-of Way permission granted here in shall be 43. restricted to the extent of provisions/scope of service contained/defined in the license agreement and for the purpose for which it is granted. Either by content or by intent, the purpose extending this Right-of Way facility is not to enhance the scope.

Strict compliance of the following by the Divisional Engineer: 44.

If the licensee fails to inform the commencement of laying of Gas pipe a) line 15 days before the actual start of the work at site the agreement should be null and void.

It is to be intimated to the HQ that, actual work has already been started b) at the site as per the provision of the agreement and the conditions stipulated in the Ministry Circular No. Ministry Circular No. NH-41 (58)/68 NH-III/P/66/76 Circular No. Ministry dated 31.1.1969, 18/19.11.1976, Ministry Circular No. RW/NH-III/P/66/76 dated 11.5.1982, Ministry Circular No. RW/NH-11037/1/86-DOI (ii) dated 28.7.1993, Ministry

ircular No. RW/NH-11037/1/86/DOI dated 19.1.1995, Ministry Circular

No. RW/NH-34066/2/95/ S&R dated 25.10.1999 and Ministry Circular No. RW/NH-34066/7/2003 S&R (B) dated 17.9.2003 and Ministry Circular No. RW/NH-33044/29/2015-S&R (R) dated 22.11.2016.

c) An interim execution progress report /status report shall be submitted to NH HQ after one month of the start of the work at site, regarding the satisfactory progress of the laying of Gas pipe, as per the specification/stipulation and the alignment as approved.

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

g) Divisional Engineer is authorized to sign an agreement (IN ACCORDANCE WITH THE MODEL AGREEMENT) with the applicant, on behalf of NH.



क्रिमीलनाडु TAMILNADU

MIS megan City Gras Distribution Pur. LTD
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L.V.S. TM. 10757/A/4/5 No. 81, MULLA STREET. CHENNAI - 600 079.

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

Agreement to lay Telecom / OFC cable /electrical cable / Gas Pipe line/ ducts etc, in Trichy Bypass on NH - 67 Road (New NH - 83) along the road from Km.118/000 to Km.124/650 (LHS) of Connecting [Thuvakudi - Mathur - Panchappur Road] in Tamilnadu State for a total length of 6.650 Kms in National Highways, Karaikudi.

This Agreement made this ______ day of ______(month)_____of (year) between _____ acting in his executive capacity through______ (hereinafter referred to as the "Authority" which expression shall unless excluded by or repugnant to the context include his successors in office and assigns) on the one part, M/s. Megha City Gas Distribution Private Limited, 2nd Floor, No.7/1, Raj Tower, Karur By-Pass Road, Trichy - 620002, Tamil Nadu, a company registered under the Companies Act, 1956 and having its Registered Office at(hereinafter called the "Licensee") which expression shall unless excluded by repugnant to the context, include his successors Madministrator assignees on the second part.

UTION PE

Whereas the Authority is responsible, inter-alia, for development and maintenance of lands in Trichy Bypass on NH - 67 Road (New NH - 83) along the road from Km.118/000 to Km.124/650 (LHS) of Connecting [Thuvakudi - Mathur - Panchappur Road] in Tamilnadu State for a total length of 6.650 Kms in National Highways, Karaikudi.

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

Whereas the Licensee has applied to the Authority for permission to lay utility services in Trichy Bypass on NH - 67 Road (New NH - 83) along the road from Km.118/000 to Km.124/650 (LHS) of Connecting [Thuvakudi - Mathur - Panchappur Road] in Tamilnadu State for a total length of 6.650 Kms in National Highways, Karaikudi.

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

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

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

- 4. The Licensee shall pay license fees @ Rs./sq m/month to the Authority. The Licensee fee shall become payable from the date of handing over of Row land to the Licensee, for laying of utilities/ cables /conduits/pipelines for infrastructure/ service provider. As regards Tariff and Terms and conditions for providing common utility ducts along National Highways, there shall be a separate agreement regime.
- 5. Fee shall have to be paid in advance for the period for which permission is granted for entering into a license agreement. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @15% per annum compounded annually.
- 6. Present policy of the MoRT&H is to provide a 2.00 m a wide utility corridor on either side of the extreme edge of Row. In cases where utility ducts with sufficient space are already available along NH, the utility services shall be laid in such ducts subject to technical requirements being fulfilled.
- 7. The Utility services shall be laid at the edge of the RoW. In case of restricted width of ROW, which may be adequate only to accommodate the carriageway, central verge, shoulders, slopes of embankment, drains, other road side furniture etc: the utility services shall be laid beyond the toe line of the embankments and clear of the drain.
- 8. The Licensee shall make his own arrangement for crossing of cross drainage structure, rivers, etc. below the bed. In case, this is not feasible, the utility services may be carried outside the railings/ parapets and the bridge superstructure. The fixing and supporting arrangement with all details shall be required to be approved in advance from the concerned Highway Administration. Additional cost on account of fixing and supporting arrangement as assessed by the authority shall be payable by the Licensee.
- 9. In exceptional cases, where ROW is restricted the utility services can be allowed beneath the carriageway of service road, if available, subject to the condition that the utility services be laid in concrete ducts, which will be designed to carry traffic on top. The width of the duct shall not be less than one lane. In such cases, it also needs to ensure that maintenance of the utility services shall not interfere with the safe and smooth flow of traffic. The cost of operation and maintenance will have to be borne by the Licensee.

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

AND 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 30cm. but not more than 60cms wider than the outer diameter of the pipe. Filling of the trench shall conform to the specifications contained here-in-below or as supplied by the Highway Authority.
 - i. Bedding shall be to a depth not less than 30cm. it shall consist of granular material, free of lumps, clods and cobbles, and graded to yield a firm surface without sudden change in the bearing value. Unsuitable soil and rock edges should be excavated and replaced by selected material.
 - ii. The backfill shall be completed in two stages (i) side-fill to the level of the top of the pipe (ii) Overfill to the bottom of the road crust.
 - iii. The side fill shall consist of granular material laid in 15cm. Layers each consolidated by mechanical tamping and controlled addition of moisture to 95% of the Proctor's Density. Overfill shall be compacted to the same density as the material that has been removed. Consolidation by saturation or ponding will not be permitted.

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

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

27. Each day, the extent of digging the trenches should be strictly regulated so that utility services is laid and trenches filled up before the close of the work that day, filling should be completed to the satisfaction of the concerned agency designated by the Authority.

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- 28. The Licensee shall indemnify the concerned agency in co- ordination with Authority, against all damages and claims, if any due to the digging of trenches for laying cables/ducts.
- 29. The permission for laying utility services is granted maximum for 5 years at a time, which can thereafter be considered for renewal. On payment of additional fee at the time of renewal, the permission shall automatically be renewed, unless defaults exist. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @ 15% per annum compounded annually.
- 30. The permission shall be valid only for it is issued and fee deposited. However, the Authority also has a right to terminate the permission or to extend the period of Agreement.
- 31. That the Licensee shall not undertake any work of shifting, repairs or alterations to the utility services without prior written permission of the concerned agency in co-ordination with the Authority.
- 32. The permission granted shall not in any way be deemed to convey to the Licensee any ownership right or any interest in route/road/highway/and/property. Other than what is herein expressly granted. No use of NH RoW will be permitted for any purpose other than that specified in the Agreement.
- 33. During the subsistence of this Agreement, the utility services located in highway land / property shall be deemed to have been constructed and continued only by the consent and permission of the Authority so that the right of the Licensee to the use thereof shall not become absolute and indefeasible by lapse of time.
- 34. The Licensee shall bear the Stamp Duty charged on this Agreement.
- 35. Three copies of 'as laid drawings' of utilities (hard and soft copies) with geo-tagged photographs and geo-tagged video recordings of laying of cables in the trench (with respect to the NH) and after complete restoration shall be submitted to the Authority for verification and record within a month of completion of works.
- 36. The Licensee shall allow free access to the Site at all times to the authorised representatives of Authority to inspect the Project Facilities and to investigate any matter within their Authority, and upon reasonable assistance, 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 coordination with the Authority has been obtained. Notwithstanding anything contained herein, this Agreement may be cancelled at any time by Authority for breach of any condition of the same and the Licensee shall neither be entitled to any compensation for any loss caused to it by such cancellations 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 design, construction, commissioning, operation repair and maintenance of any part of the utility lines/industrial infrastructure facilities and which practices, methods and standards shall be adjusted as necessary, to take account of:
 - a. Operation, repair and maintenance guidelines given by the manufacturers.
 - b. The requirements of Law.
 - c. The physical conditions at the Site, and
 - d. The safety of operating personnel and human beings.
- 39. The Licensee shall have to provide safety measures like barricading, danger lighting and other necessary caution boards while executing the work.
- 40. While laying utility services, at least one lane of road shall be kept open to traffic at all times. In case of single lane roads, a diversion shall be constructed. If any traffic diversion works are found necessary during the working period such diversion shall be provided at the cost of Licensee.
- 41. After the termination/expiry of the agreement, the Licensee shall remove the utility services within 90 days and the site shall be bought back to the original condition failing which the Licensee will lose the right to remove the utility services. However before taking up the work of removal of utility services the Licensee shall furnish a Bank Guarantee to the Authority for a period of one year for an amount assessed by the Authority as a security for making good the excavated trench by proper filling and compaction, clearing debris, loose earth produced due to excavation of trenching at least 50m away from the edge of the RoW.
- 42. Any disputes in interpretation of the terms and condition of this agreement or their implementation shall be referred to the redress mechanism prevailing in the ministry and the decision of the redress mechanism shall be final and binding on all.

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

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

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

SIGNED SEALED AND DELIVERED FOR AND ON BEHALF OF AUTHORITY. BY SHRI S.S. Pawan Luan Janay STER H (Signature, name & address with stamp) SIGNED ON BEHALF OF M/S. MEGHA-GITY GAS DISTRIBUTION PRIVATE LIMITED, 2nd FLOOR, NO.7/1, RAJ TOWER, KARUR BY-PASS ROAD, TRICHY - 620002, TAMIL NADU, (LICENSEE) BY SHRI (Signature, name & address with stamp) HOLDER OF GENERAL POWER OF ATTORNEY DATED_____EXECUTED IN ACCORDANCE WITH THE RESOLUTION NO._____ DATED ___ PASSED BY THE BOARD OF DIRECTORS IN THE MEETING HELD ON _____ IN THE PRESENCE OF (WITNESSES) S. Estudi MTHU). (R. Subramanian).



तमिलनाडु TAMILNADU

. 2 NOV 2022

Annexure-V

UNDERTAKING

We, M/s. Megha City Gas Distribution Private Limited, 2nd Floor, No.7/1, Raj Tower, Karur By-Pass Road, Trichy - 620002, Tamil Nadu, Laying of Gas Pipeline in Trichy Bypass on NH - 67 Road (New NH - 83) along the road from Km.118/000 to Km.124/650 (LHS) of Connecting [Thuvakudi - Mathur - Panchappur Road] in Tamilnadu State for a total length of 6.650 Kms in National Highways, Karaikudi.

We here by undertake the Standard Conditions of NH Rules:

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

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

3. Confirming all standard conditions of NH:

- (i) The period of validity of Way permission shall be co-terminus with the validity of licensee given by the Ministry of Communications / DoT.
- (ii) The cable shall be laid at the edge of the right of way within 2mutility corridors.
- (iii) The top of the casing conduit pipe containing the cables shall be at least 1.20m below the surface of the road subject to being at least 0.3m below the drain inverts.
- (iv) The licensee has to cross the NH by horizontal drilling method (trenchless technology only). In case any damage is caused to the road pavement in this process, M/s. Megha City Gas Distribution Private Limited will be required to restore the same to the original condition at his own cost.
- (v) Existing CD works shall not be allowed for laying the Gas Pipeline and shall be Acrossed by HDD method only.



- (vi) No trenching will be done on link road, boring method will be used in link road and cable will be laid at the extreme edge of the road in the non-BT surface only.
- (vii) The licensee shall inform/give a notice to the NH or its authorized agency at least 15 days in advance with route details prior to digging trenches for fresh or maintenance/repair work. A separate work plan and a separate performance Bank Guarantee @ Rs100/- per meter length for maintenance/ repair work shall have to be furnished by M/s. Megha City Gas Distribution Private Limited.
- (viii) Each day, the extent of digging the trenches should be strictly regulated so that cables are laid and trenches filled up before the close of the work that day. Filling should be completed to the satisfaction of the concerned agency designated by the NH.
- (ix) The Licensee shall indemnify the concerned agency in co-ordination with NH, against all damages and claims, if any, due to the digging of trenches for laying cables/ducts.
- (x) The NH has a right to terminate the permission or to extend the period of agreement. In case the M M/s. Megha City Gas Distribution Private Limited wants shifting, repairs or alteration to telecom cables/ducts, he will have to furnish a separate bank guarantee.
- (xi) The Licensee shall not without prior permission in writing from the NH or its authorized agency undertake any work of shifting, repairs or alterations to the said telecom cables/ducts.
- (xii) The permission granted shall not in any way be deemed to convey to M/s. Megha City Gas Distribution Private Limitedany ownership right or any interest in route/road/highway/ land/ property, other than what is herein expressly granted.
- (xiii) During the subsistence of this agreement, the laying telecom cables/ducts located in highway land/property shall be deemed to have been constructed and continued only by the consent and permission of the NH so that the right of M/s. Megha City Gas Distribution Private Limited to the use thereof shall not become absolute and indefeasible by laps of time.



- (xiv) M/s. Megha City Gas Distribution Private Limited shall bear the stamp duty charged for the agreement.
- (xv) The telecom cables shall not be brought in to use by M/s. Megha City Gas Distribution Private Limited unless a completion certificate to the effect that the laying gas pipeline/ducts has been laid in accordance with the approved specifications and drawings and the trenches have been filled up to the satisfactions of the concerned agency in coordination with the owner has been obtained.
- (xvi) Notwithstanding anything NH contained herein this agreement may be cancelled at any time by the for breach of any condition of the same and M/s. Megha City Gas Distribution Private Limitedshall neither be entitled to any compensation for any loss caused to it by such cancellation nor shall it be absolved from any liability already incurred.
- (xvii) The licensee shall have to provide barricading, danger lighting and other necessary caution boards while executing the work and during maintenance. If NH is required to do some emergent work M/s. Megha City Gas Distribution Private Limited will provide an observer within 24 hours. NH will not be responsible for any damage of any kind by what so ever means natural or otherwise.
- (xviii) The enforceability of the Right-of Way permission granted here in shall be restricted to the extent of provisions/scope of service contained/defined in the license agreement of the License with Department and for the purpose for which it is granted. Either by content or by intent, the purpose extending this Right-of Way facility is not to enhance the scope of M/s. Megha City Gas Distribution Private Limited.
- (xix) Shifting of OFC as and when required by NH: M/s. Megha City Gas Distribution Private Limited shall shift the gas pipeline/ducts within 90 days (or as specified by the respective agency/owner) from the date of issue of the notice by the NH to shift/relocate the cables/ducts, in case it is so required for the purpose of improvement/widening of the road/route/highway or construction of flyover/bridges and restore the road/land to its original condition at his own cost and risk
- 4. Shifting due to 4 lining / widening of NH: After the termination/expiry of the agreement, M/s. Megha City Gas Distribution Private Limitedshall remove the



cables/ducts within 90 days and the site shall be brought back to the original condition failing which the M/s. Megha City Gas Distribution Private Limited will lose the right to remove the gas pipeline/ducts. However, before taking up the work of removal of gas pipeline the M/s. Megha City Gas Distribution Private Limitedshall furnish a bank guarantee to the owner for a period of one year for an amount assessed by the owner for making good the excavated trench by proper filling and compaction, clearing debris, loose earth produced due to excavation of trenching at least 50m away from the edge of the right of way.

- 5. Traffic movement during lying of Gas pipeline to be managed by the applicant: If any traffic diversion works are found necessary during the working period such diversion shall be provided at the cost of M/s. Megha City Gas Distribution Private Limited.
- 6. If any claim is raised by the concessionaire then the same has to be paid by the applicant: M/s. Megha City Gas Distribution Private Limited shall be solely responsible/ liable for full compensation/indemnification of concerned agency/aggrieved owner for any direct, indirect or consequential damage caused to them/claims or replacement sought for, at the cost and risk of M/s. Megha City Gas Distribution Private Limited. The concerned agency in coordination with NH shall also have a right to make good such damages/recover the claims by way of invoking of Bank Guarantee furnished by M/s. Megha City Gas Distribution Private Limited fails to comply with the condition 5 and 6 above to the satisfaction of the NH, the same shall be got executed by the NH at the risk and cost of the M/s. Megha City Gas Distribution Private Limited.
- 7. We, M/s. Megha City Gas Distribution Private Limited, 2nd Floor, No.7/1, Raj Tower, Karur By-Pass Road, Trichy 620002, Tamil Nadu, hereby do undertake to furnish a Performance Bank Guarantee @100/- per meter for a period of one year initially (extendable if required till satisfactory completion of work) as a security against improper restoration of ground in terms of filling/unsatisfactory compaction/damages caused to other underground installation utility services & interference interruption, disruption of failure caused thereof to any services etc. In case, M/s. Megha City Gas Distribution Private Limited. Failing to discharge the obligation of making good the damages caused due to excavated trench, the NH shall have a right to make good the damages caused due to excavation at the cost of theM/s. Megha City Gas Distribution Private Limited and recover the amount by invoking the Bank



Guarantee. In case the work contemplated is not completed to the satisfaction of NH, which has granted the permission, within a period of 11 months from the date of issue of the Bank Guarantee, M/s. Megha City Gas Distribution Private LimitedShall either furnish a fresh guarantee or extend the guarantee for a further period of one year.

- 8. Not to damage to other utility, if damaged, then to pay the losses either to NH or to the concerned agency.
- 9. In case the work contemplated is not completed to the satisfaction of NH, which has granted the permission within a period of 11months from the date of issue of the Bank GuaranteesM/s. Megha City Gas Distribution Private Limitedshall either furnish a fresh guarantee or extend the guarantee for a further period of one year.
- 10. We will relocate Gas pipelines/Utilities at our own cost, notwithstanding the permission granted within such time as will be stipulated by NH "for future four-lining or any other development."
- 11. We, M/s. Megha City Gas Distribution Private Limited, 2nd Floor, No.7/1, Raj Tower, Karur By-Pass Road, Trichy 620002, Tamil Nadu, hereby undertake that "The existing avenue plantation is not affect due to the present proposed Gas Pipeline in Trichy Bypass on NH 67 Road (New NH 83) along the road from Km.118/000 to Km.124/650 (LHS) of Connecting [Thuvakudi Mathur Panchappur Road] in Tamilnadu State for a total length of 6.650 Kms in National Highways, Karaikudi.
- 12. We, M/s. Megha City Gas Distribution Private Limited, 2nd Floor, No.7/1, Raj Tower, Karur By-Pass Road, Trichy 620002, Tamil Nadu, hereby undertake to adopt open trench method where the available width of ROW 15.00 m or more and trench less technology (HDD)where the available width of ROW is less than 15.00m.
- 13. We, M/s. Megha City Gas Distribution Private Limited, 2nd Floor, No.7/1, Raj Tower, Karur By-Pass Road, Trichy 620002, Tamil Nadu, hereby undertake that the pay the fee/rent as mentioned in the Ministry's Guidelines Lr. No. RW/NH-33044/29/2015-S&R (R) dated 22.11.2016 as and when asked by NHAI.
- 14. We, M/s. Megha City Gas Distribution Private Limited, 2nd Floor, No.7/1, Raj Tower, Karur By-Pass Road, Trichy 620002, Tamil Nadu, hereby undertake that the HDD method will be adopted for crossings of all cross roads at grade

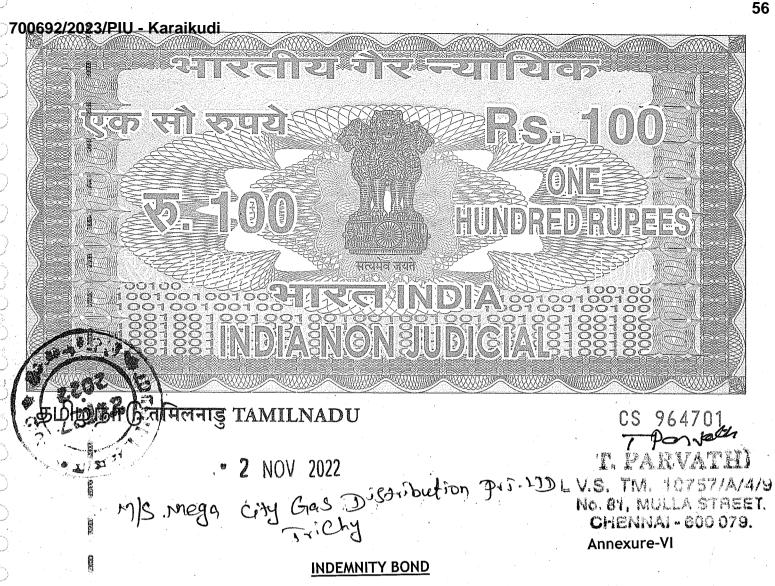


separators, at grade junctions and wherever required and in the build up areas as per the instructions of NHAI officials.

15. Lr. No. RW/NH-33044/29/2015-S&R (R) dated 22.11.2016 as and when asked by NH. Reference Circular issued by Ministry of Road Transport & Highways, GOI, Circular No. RW/NH-33044/29/2015-S&R (R) dated 22.11.2016. Where in, the last paragraph that "The Highway Administration Rules 2004 will be modified accordingly. This circular will come in to effect from the date of notification of the modified Highway Administration Rule" So we hereby give our constant to abide by the content of this circular from the date of its notification by NH, GOI and agree to pay the ground rent any other charges applicable for the section as applied by us.

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





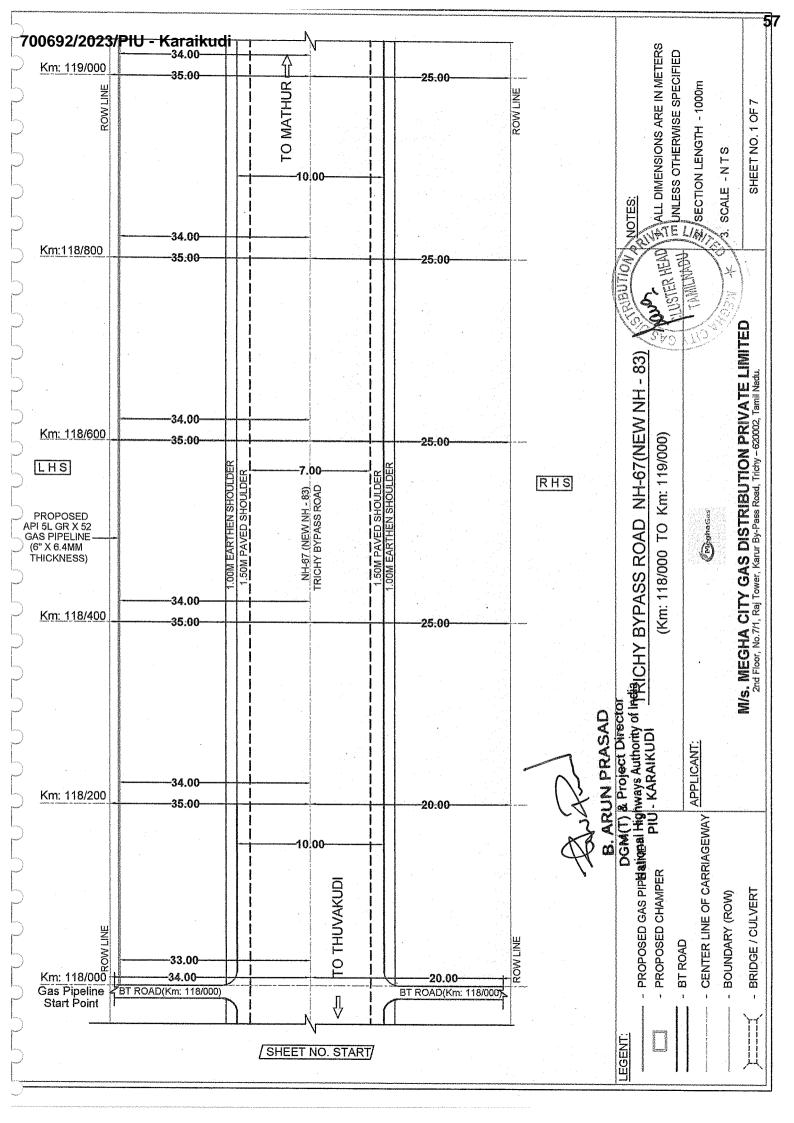
Name of Work: Laying of Gas Pipeline in Trichy Bypass on NH - 67 Road (New NH - 83) along the road from Km.118/000 to Km.124/650 (LHS) of Connecting [Thuvakudi - Mathur - Panchappur Road] in Tamilnadu State for a total length of 6.650 Kms in National Highways, Karaikudi.

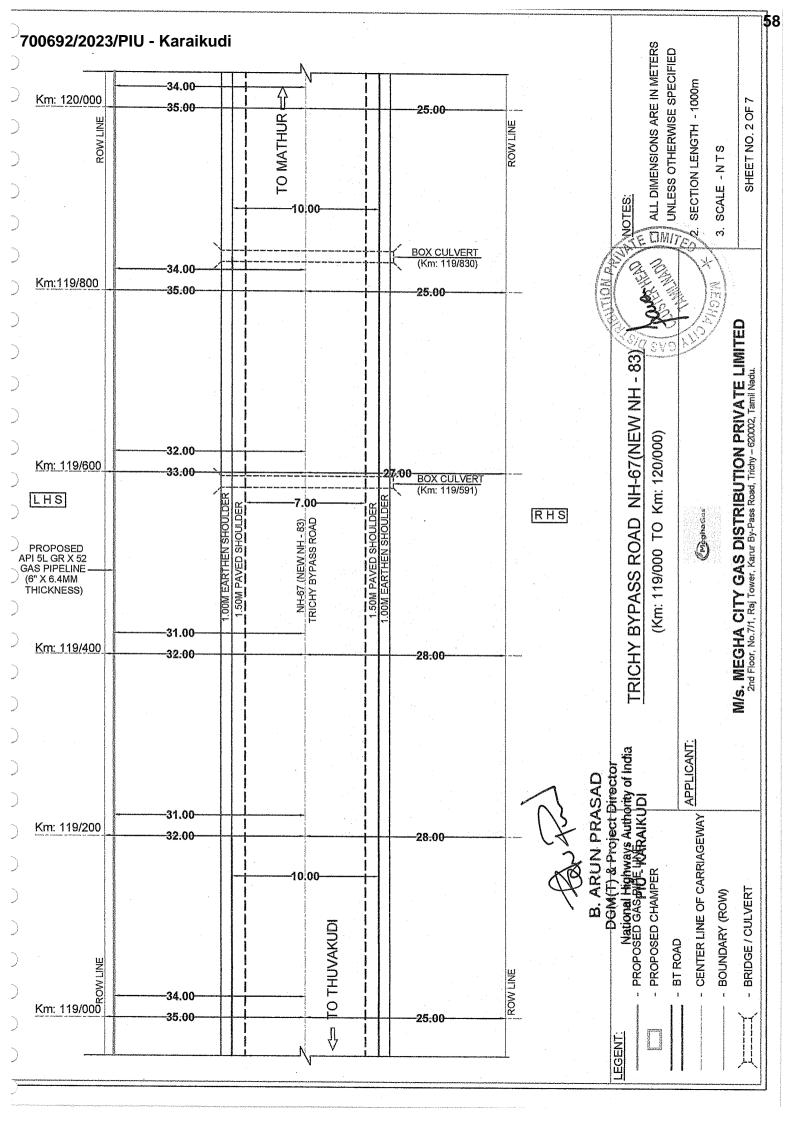
Indemnity against all damages and claims as per Sl. No. 5.6 of Checklist

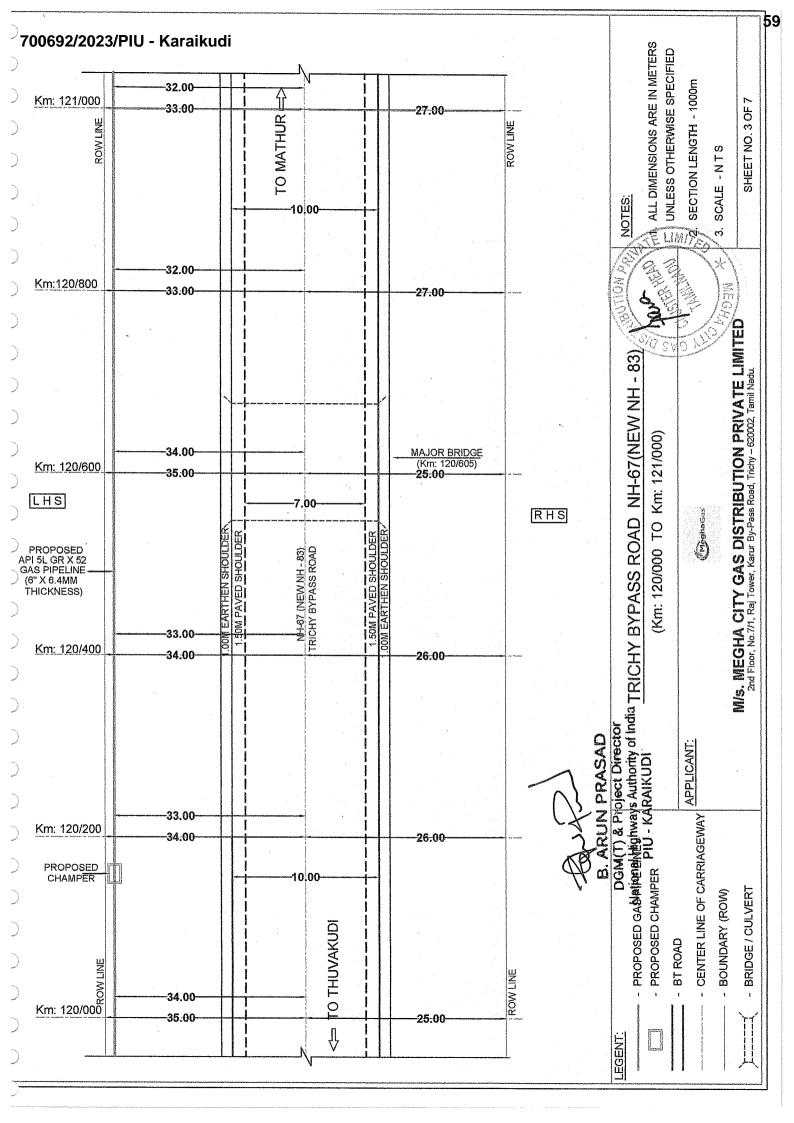
We, M/s. Megha City Gas Distribution Private Limited, 2nd Floor, No.7/1, Raj Tower, Karur By-Pass Road, Trichy - 620002, Tamil Nadu do hereby indemnify Project Director, National Highways Authority of India, Project Implementation Unit binding ourselves to pay all the losses and claims in respect of laying of gas pipeline in Trichy Bypass on NH -67 Road (New NH - 83) along the road from Km.118/000 to Km.124/650 (LHS) of Connecting [Thuvakudi - Mathur - Panchappur Road] in Tamilnadu State for a total length of 6.650 Kms in National Highways, Karaikudi or maintenance thereof and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof in relation there to. Failing such payments of claims in the above work we abide in accepting for recovery of such claims affected from any of our assets.

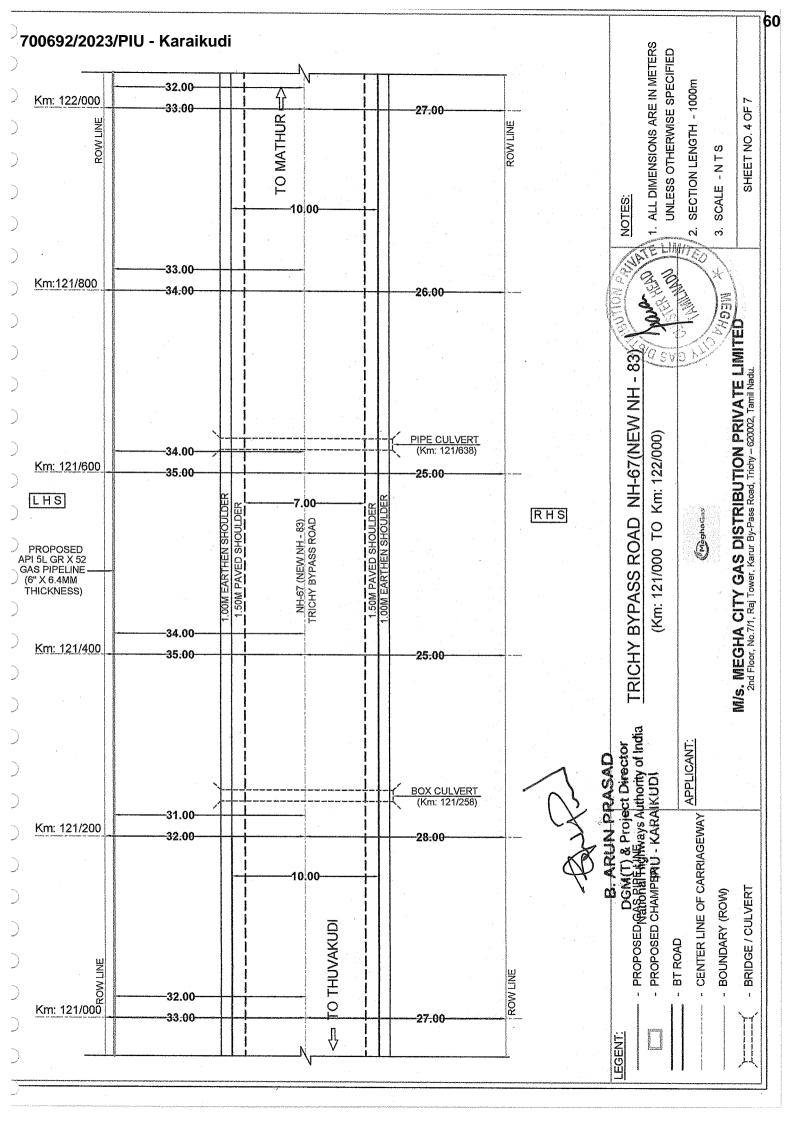
For M/s. Megha City Gas Distribution Private Limited,

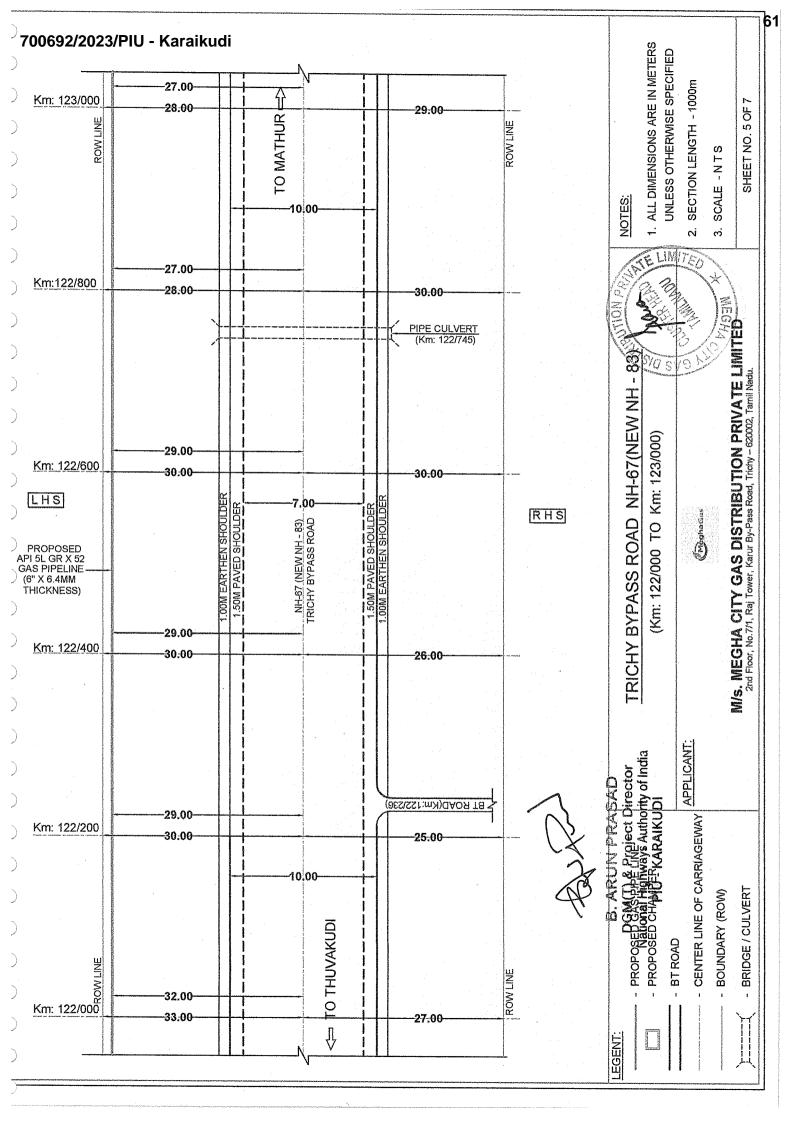
(Authorized Signatory)

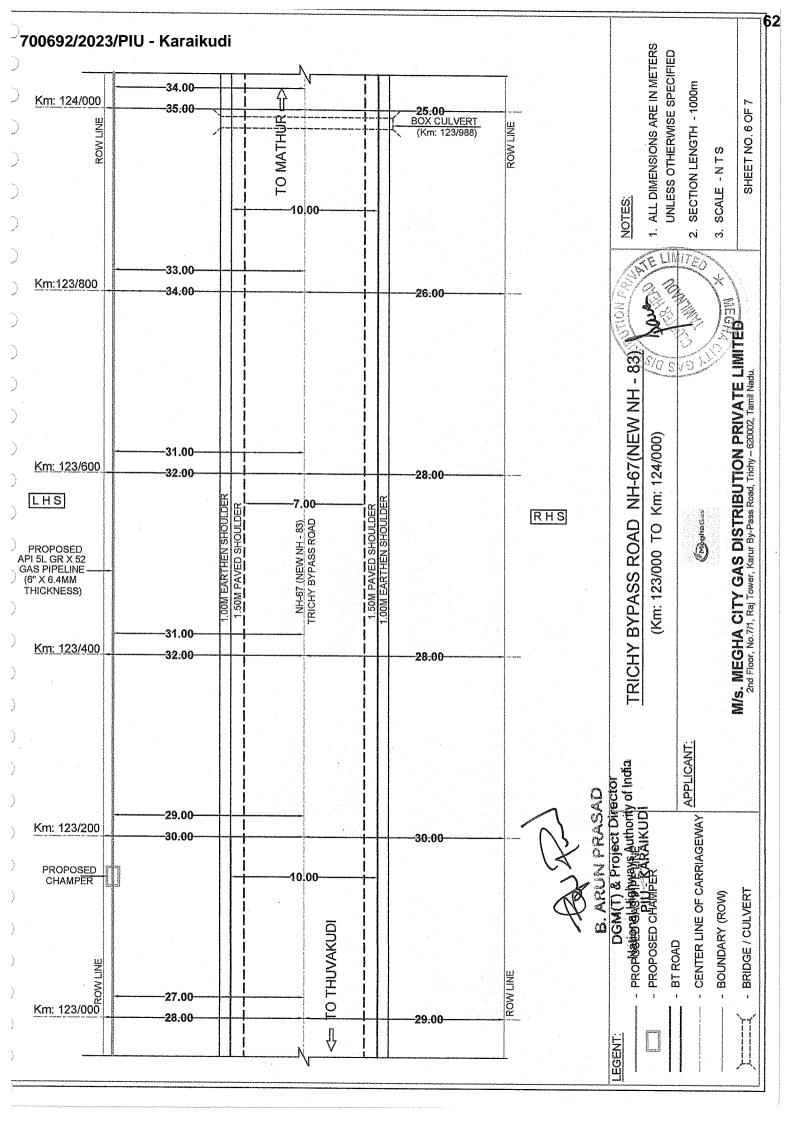


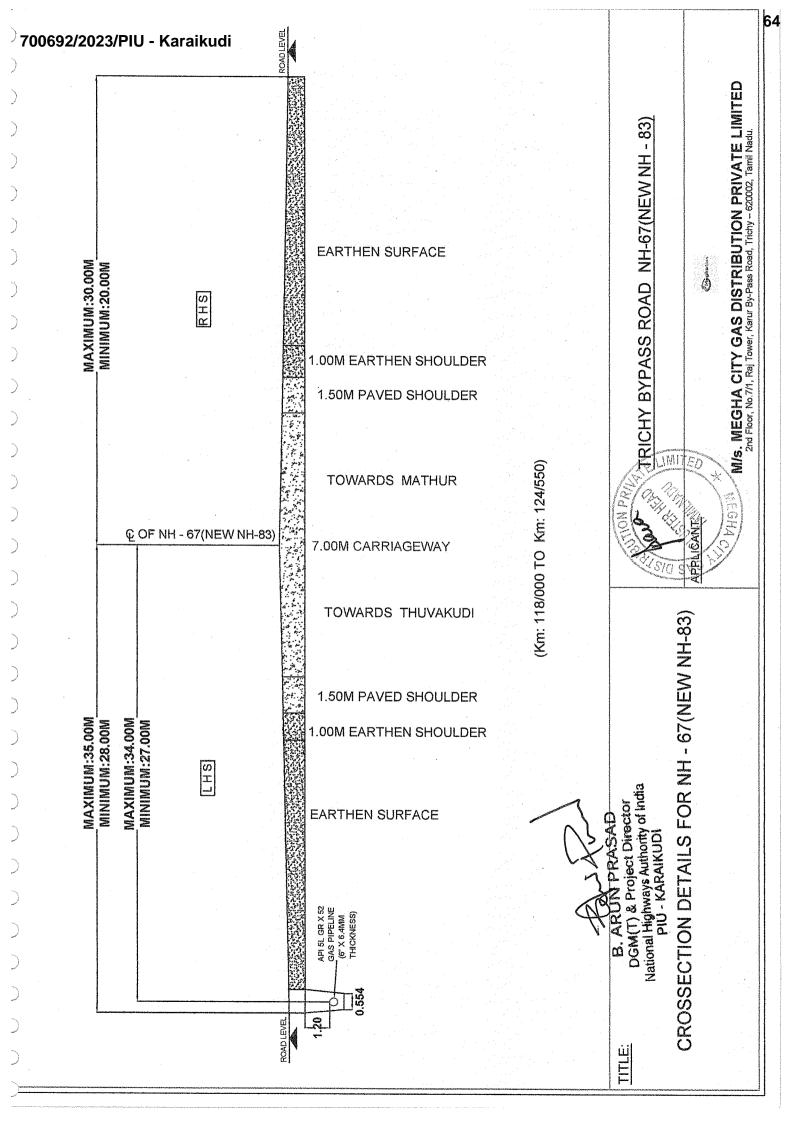


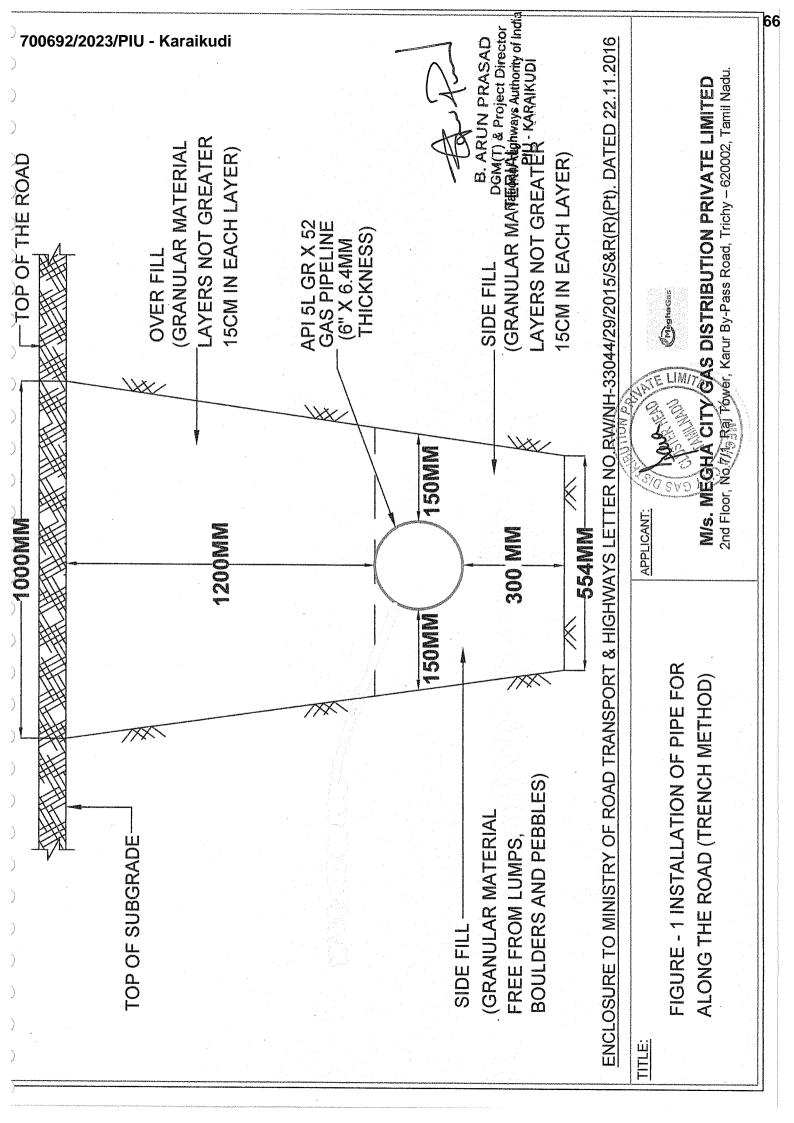


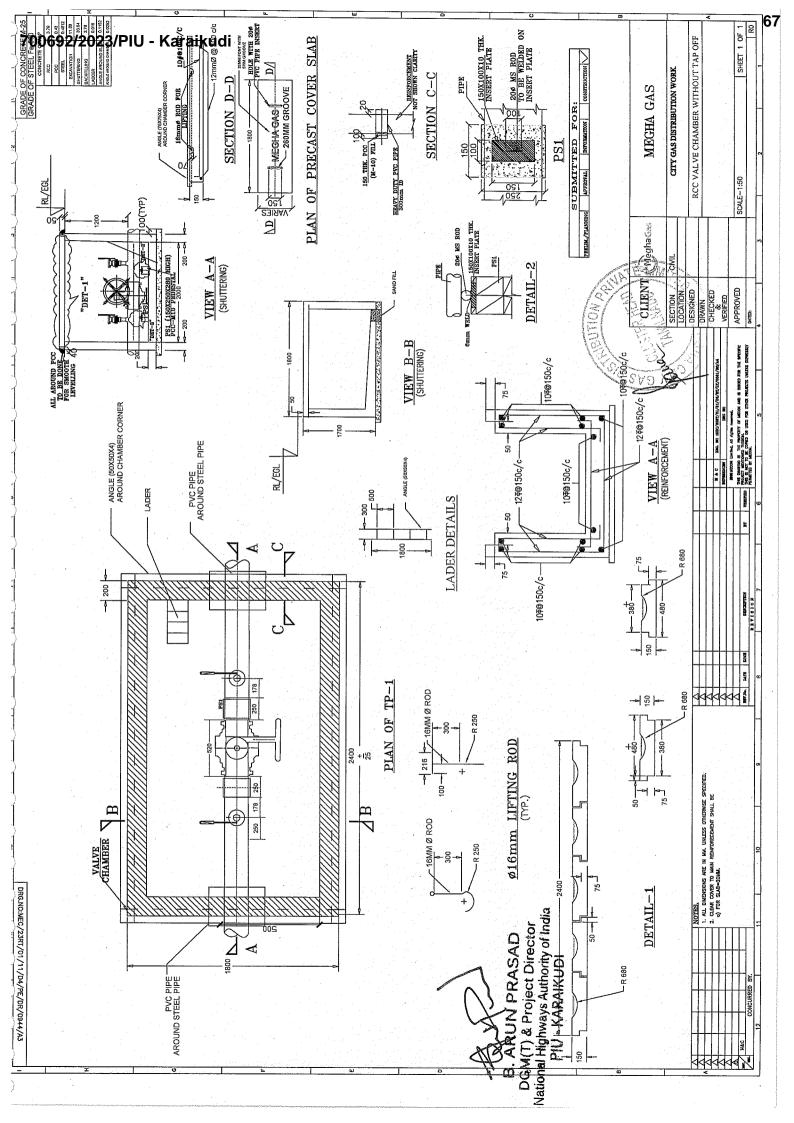












MEGHA CITY GAS DISTRIBUTION PRIVATE LIMITED

LETTER OF AUTHORITY

TO WHOMSOEVER IT MAY CONCERN

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

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

Toll Free: 1800 123 1803

e mail: info@meghagas.com

CIN: U40106TG2021PTC154806

4. The Specimen signature and the photograph of the person authorized is as below.

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

For Megha City Gas Distribution Pvt.Ltd

Venkatesh Palimpati



पेट्रोलियम एवं प्राकृतिक गैस विनियामक बोर्ड

Petroleum and Natural Gas Regulatory Board

प्रथम-तल, वर्ल्ड ट्रेड सेंटर, बाबर रोड, नयी दिल्ली110001

1st Floor, World Trade Centre, Babar Road, New Delhi — 110001 फैक्स नं / Fax No. 91 11 23709151; E-mail contact@pngrb.gov.in

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

02nd September, 2022

Tr

Shri Doraiah Palimpati

Director

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

Subject:

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

Sir,

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

- 2. PNGRB, after examination of your request on the above subject has accepted the proposal /request to amend the authorization of Geographical Area of Pudukottai, Sivaganga and Thanjavur districts GA in favor of Megha City Gas Distribution Pvt. Ltd. ("MCGDPL") from the existing entity Megha Engineering and Infrastructures Limited ("MEIL"), subject to the condition that MCGDPL would continue to be a wholly owned subsidiary of MEIL and that MCGDPL shall submit fresh/amended Performance Bank Guarantee of Rs. 50 crore wherein MCGDPL shall be named as the authorized entity. Accordingly, it is requested to submit the amended PBG within 60 days from the date of this communication. Other terms and conditions, including work programme shall remain same as per authorization letter issued by PNGRB on 23.03.2022 for Pudukottai, Sivaganga and Thanjavur districts GA.
- 3. The amendment in authorization is also subject to condition that MCGDPL shall continue to be a wholly owned subsidiary of MEIL and shall take prior approval from the Board in case, any changes are made in its equity structure. Besides, MCGDPL shall also abide by the existing/modified terms and conditions of the authorization including compliance with the service obligations and adherence to the quality of service standards. Further, in case MCGDPL fails to meet its obligations/targets towards development of CGD network in Pudukottai, Sivaganga and Thanjavur districts GA, then MEIL will fulfil those obligations/targets as per the guarantee submitted to PNGRB.
- 4. MCGDPL is accordingly permitted to take over the activities of laying, building, operating or expanding the CGD network of **Pudukottai**, **Sivaganga and Thanjavur districts** GA.

Yours faithfully

S. C. Guntal

Joint Advisor (Auth. & Tech.)



पेट्रोलियम एवं प्राकृतिक गैस विनियामक बोर्ड

Petroleum and Natural Gas Regulatory **Board** प्रथम-तल,वर्ल्डट्रेडसेंटर,बाबररोड,नयीदिल्ली।10001 1st Floor, World Trade Centre, Babar Road, New Delhi – 110001

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

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

23rd March, 2022

To

Shri Doraiah Palimpati Director

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

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

Sir,

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

- 2. You are requested to put your stamp & signature on each page of the document and return one copy, within 7 days of receipt of this communication, to the PNGRB for records.
- The enclosed authorization issues with the approval of the Board.

Yours faithfully

Encl: As above

(Vandana Sharma)

Secretary

Vandaus Sharmo

Schedule D

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

To
Shri Doraiah Palimpati
Director
Megha Engineering & Infrastructures Limited
S-2, Technocrats Industrial Estate (TIE),
Balanagar, Hyderabad 500037,
Telangana

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

City or Local Natural Gas Distribution Networks) Regulations, 2008

Sir,

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

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

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

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

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

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

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

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

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

- 4. Any failure on the part of the entity in complying with the milestones prescribed in the work programme shall lead to consequences as specified under regulation 16.
- 5. The entity shall design and install an optimal size of the infrastructure in terms of pipelines of various types including steel belting of the authorised area, online compressors of adequate capacity for compressing of natural gas into CNG, allied equipment and facilities in the CGD network depending upon the potential demand for natural gas. The infrastructure in the CGD network should be adequate to maintain uninterrupted flow of natural gas in the pipelines and be also able to maintain supplies at adequate pressure to online CNG stations.

Vandana Sharma

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- 6. The entity shall maintain an uninterrupted supply of natural gas to all categories of customers in the CGD network. In the event of any disruption in the supply of natural gas in the CGD Network, first priority shall be accorded to restoration of supplies to domestic PNG customers. In case of disruption of supply to domestic PNG customers for more than twelve hours, the entity shall compensate the domestic customer on the following manner, namely: -
 - (a) the normative volume of natural gas consumption for the first domestic PNG connection for cooking requirements based on last three months weighted average consumption per day to be applied for each day's disruption and multiplied by ten;
 - (b) normative value of natural gas consumption shall be based on last three months' weighted average billing price of natural gas for supplies to the first domestic PNG connection for cooking requirements; and
 - (c) the value of compensation shall be equal to normative volume of natural gas consumption as per clause (a) above multiplied by normative value as per clause (b) and shall be adjusted by allowing a credit to the domestic PNG Customer in the next billing cycle or in the next pre-paid smart card in case of smart card metering.

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

- 7. The entity is allowed an exclusivity period under the Petroleum and Natural Gas Regulatory Board (Exclusivity for City or Local Natural Gas Distribution Networks) Regulations, 2008, in respect of the following, namely:
 - (a) 300 months from the date of issue of this communication for laying, building and expansion of the CGD network; and
 - (b) 96 months from the date of issue of this communication in terms of an exemption from the purview of common carrier or contract carrier for the CGD network:

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

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

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

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

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

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

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

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

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

Yours faithfully

Dated: 23-03-2022

Vandara Charma.

Name and Designation of Officer On behalf of the PNGRB

Official Seaf

Acceptance of the Grant of Authorisation

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

Date:

Place:

Signature of the Entity or Authorised Signatory Name and Official Seal

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

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

PUDUKOTTAI, SIVAGANGA AND GEOGRAPHICAL AREA: 11.49 THANJAVUR DISTRICTS

MAP (1 of 3)

No. of Charge Areas: 8

	DISTRICT: PUDUKOTTAI
Charge Area No.	Charge Area
	Aranthangi, Avudayarkoil, Manamelkudi, Gandarvakkottai, Iluppur, Karambakudi, Kulathur & Ponnamaravathi
7	Alangudi, Pudukkottai, Thirumayam & Viralimalai

Remarks:

1. Map is indicative, non GIS and not to scale.

2. Source:

https://stategisportal.nic.in/stategisportal/Tamilnad u_BharatMaps/map.aspx

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

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

GEOGRAPHICAL AREA: 11.49
PUDUKOTTAI, SIVAGANGA AND
THANJAVUR DISTRICTS

MAP (2 of 3)

No. of Charge Areas: 8

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

Remarks:

Map is indicative, non GIS and not to scale.
 Source:

 source: https://stategisportal.nic.in/stategisportal/Tamilnad

u BharatMaps/map.aspx

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

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

PUDUKOTTAI, SIVAGANGA AND GEOGRAPHICAL AREA: 11.49 THANJAVUR DISTRICTS

MAP (3 of 3)

No. of Charge Areas:8

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

Remarks:

Map is indicative, non GIS and not to scale.
 Source:

https://stategisportal.nic.in/stategisportal/Tamilnad

u BharatMaps/map.aspx

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

S&R(R) ZONE

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

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

Dated: 22nd November, 2016

To,

1. The Chief Secretaries of all the State Governments/ UTs

2. The Principal Secretaries/ Secretaries of all States/ UTs Public Works Department dealing with National Highways, other centrally sponsored schemes.

3. All Engineers-in-Chief and Chief Engineers of Public Works Department of States/ UTs dealing with National Highways, other centrally sponsored schemes.

4. The Director General (Border Roads), Seema Sadak Bhawan, Ring Road, New Delhi-110 010.

5. The Chairman, National Highways Authority of India, G-5 & 6, Sector-10, Dwarka, New Delhi-110 075.

6. The Managing Director, NHIDCL, PTI Building, New Delhi-110001

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

Sir,

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

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

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

2. Laying of Utility Services along the National Highways:

2.1 There shall be a provision for utility ducts for appropriate categories/combination of utilities in the construction of new/4-6 laning of National Highways. The ducts shall be located at appropriate location preferably as close to the extreme edge of ROW.

2.2 Utility services shall be laid in the utility ducts, if provided for the purpose.

2.3 In stretches where utility duets have not been provided, the utility services shall be located, beyond the toe line of the embankment and drains, as close to the extreme edge of the RoW as possible. While granting permission, requirement of up-gradation also needs to be kept in view.

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2.4 It is to be ensured that at no time there is interference with the drainage of the road land and maintenance of the National Highways. Towards this, the top of the utility services shall he or locat 0.6 mades 1.21 the general level.

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

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

3. Laying of Utility Services across the National Highway:

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

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

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

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

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

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

selected material.

3.5.2 The backfill shall be completed in two stages (i) Side-fill to the level of the top of the

pipe (ii) Overfill to the bottom of the road crust.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

provided in the ducts already provided		Rs 50
<= 300 mm dia/width		
> 300 mm dia/width but < =1000 mm		Rs 100_
		Rs 250
>1000 mm		Rs 500
Utility services such as towers etc (rate	in Reperson	and the second s
	m ks per sq m	Rs 100

In case the Licensee fails to discharge the obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee. In case, the Performance Bank Guarantee is invoked as mentioned above, the Licensee shall be required to replenish and reinstate the required Performance Bank Guarantee within one month of such invoking.

Notwithstanding this, the Licensee shall be liable to pay full compensation to the aggrieved Authority/ its designated agency for any damage sustained by them by reason of the exercise of the RoW facility.

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

Enclo: As above.

Monun Kunnar)

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

Copy to:

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

Copy for kind information to:

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

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Annexure I

Destrict training provided and amuserial mirastructure

A. Public Utility Provider

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

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

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

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