

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)

National Highways Authority of India (Ministry of Road Transport and Highways, Government of India) क्षेत्रीय कार्यालय, मदुरै / Regional Office, Madurai दूसरा व तीसरा तल, विजय कृष्णा प्लाजा, सं. 1, लेक एरिया, मेलुर मैन रोड, माहुतावनी, मदुरै - 625107 2nd & 3rd Floor, Vijay Krishna Plaza, No. 1, Lake Area, Melur Main Road, Mattuthavani, Madurai - 625107 दूरभाष / Tele: +91-452-2588999 वेब / Website: www.nhai.gov.in ई.मेल / E-mail: romadurai@nhai.org



NHAI/15018/3.8/01/2025/RO Madurai/E:297252/ 1937

27th October, 2025

INVITATION OF PUBLIC COMMENTS

विषय: भाराराप्रा - क्षे.का. मदुरै- पकाई, रामनाथपुरम - Proposal for erection of 33KV along the road from Km 28/475 to Km 29/995 (RHS) in Madurai - Ramanathapuram section of NH-85 & 87 by M/s ESAL Green Energy Pvt. Ltd., Chennai - Invitation of Public Comments - Reg.

प्रसंगः PD, Ramanathapuram Lr. No. NHAI/11038/22/2025-PIU RMD/2080 dated 21.10.2025.

The Proposal is regarding permission for erection of 33KV along the road from Km 28/475 to Km 29/995 (RHS) in Madurai - Ramanathapuram section of NH-85 & 87 in the State of Tamil Nadu by M/s ESAL Green Energy Pvt. Ltd., Chennai has been submitted to this office by the PD, Ramanathapuram Lr. No. NHAI/11038/22/2025-PIU RMD/2080 dated 21.10.2025 in accordance with Ministry's latest guidelines dated 22.11.2016.

2) The alignment proposed by M/s ESAL Green Energy Pvt. Ltd., Chennai for erection of 33KV along the road from Km 28/475 to Km 29/995 (RHS) in Madurai - Ramanathapuram section of NH-85 & 87 is as detailed under:

Stretch in Km	Length (m)	Available ROW (m)		Distance from the C/L	Remarks
Along NH-87 &		RHS	LHS		Electrical
87: Km 28/475 to Km 29/995 (RHS)	1520	22.5 - 50.0	22.5 - 50.0	1m from the ROW edge	

- 3) M/s ESAL Green Energy Pvt. Ltd., Chennai has proposed for erection of 33KV along the road from Km 28/475 to Km 29/995 (RHS) in Madurai Ramanathapuram section of NH-85 & 87 in the State of Tamil Nadu which is in conformity with Ministry's guidelines dated 22.11.2016.
- 4) M/s ESAL Green Energy Pvt. Ltd., Chennai has furnished an Undertaking that they will not cause damage to any other Utility and if any damage, then have to pay the loss to NHAI or concerned agency. Further, mentioned that M/s ESAL Green

Page 1 of 2

NHAI/15018/3.8/01/2025/RO Madurai/E:297252/ 1937

27th October, 2025

Energy Pvt. Ltd., Chennai will shift the EB lines/Poles when requested by the NHAI at their own cost.

5) As per the guidelines issued by the Ministry vide letter No.RW/NH-33044/29/2015/ S&R(R) dated 22.11.2016 the proposal submitted by the applicant will be made available for public comments and the comments is invited within 30 days from the date of uploading.

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.

भवदीय

(राहुल सिंह | Rahul Singh)

उप प्रबंधक (तक) |Dy. Manager(Tech)

क्षे.का. मदुरै |RO-Madurai

संलग्न: As above

प्रतिलिपि:

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

2. PD, Ramanathapuram - for information.

List of Correspondences						
Receipt No. / Issue No.	Subject	Type	Marked As	Attached On	Issued On	Pages Remarks
1418493/2025/Madurai 03	Lr. No. 2080	Receip	t	21/10/2025 10:09 pm		1-77 -



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण (सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार) National Highways Authority of India

(Ministry of Road Transport & Highways, Government of India) परियोजना कार्यान्वयन इकाई - रामनाथपुरम / Project Implementation Unit - Ramanathapuram पहली और दूसरी मंजिल, 13/3003/200, बृन्दावन गार्डन 1 स्ट्रीट, सुप्पैया नगर, रामनाथपुरम - 623503. 1st & 2nd Floor,13/3003/200, Brinthavan Garden 1st Street, Suppaiah Nagar, Ramanathapuram - 623503. दूर / Tele: +91 4567-266185 ई-मेल / E-mail: ramanathapurampiu@gmail.com, piuramanathapuram@nhai.org



Date: 21.10.2025

11038/22/2025- PIU RMD/2080

To

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

Sir,

Sub: NHAI - PIU, Ramanathapuram - Proposal for seeking permission for erection of 33KV lines by M/s. ESAL Green Energy Private Limited from Km 28/475 to Km 29/995 (RHS)(Total length = 1520 m) in the Madurai - Ramanathapuram section of NH-85 & 87 (Old NH-49) in the State of Tamil Nadu - Proposal submitted - Approval Requested - Reg.

Ref: 1. The Authorised Signatory, M/s. ESAL Green Energy Private Limited, Chennai, Proposal received on 22.09.2025. (MoRT&H Utility Portal Application No. 20250716/2/15/14933/18145, dated 19.09.2025.)

2. Resident Engineer, M/s. Bloom Companies LLC, Manamadurai, Lr. No. Bloom/SC/Madurai-Ramanathapuram/NH-85&87/NHAI/2025/191, dated 07.10.2025.

It is to submit that the Authorized Signatory, M/s. ESAL Green Energy Private Limited, Chennai, vide reference 1st cited, has submitted the proposal for seeking permission to erect 33KV Electrical EB Pole along the road from Km 28/475 to Km 29/995 (RHS) for a total length of 1520 m in Madurai - Ramanathapuram Section of NH-85 & 87 (Old NH-49).

- 2. The same has been forwarded to the Supervision Consultant for offering their comments. The Resident Engineer, M/s. Bloom Companies LLC, Manamadurai vide reference 2^{nd} cited has informed that the site has been inspected and submitted the following
 - a) All the EB poles works should be as per the approved layout drawings and the proposed alignment shall be laid at the extreme end of ROW and within 2 m utility corridor.
 - b) Proper safety arrangement shall be made available during the time of execution of works.
 - c) No damage to the existing Highway, Road furniture NHAI properties and other utilities.
 - d) While carrying work there should not be any obstruction to the Road Traffic.
 - e) While carrying works the approved drawings and proposed alignment should be strictly followed.
 - f) While carrying work there should not be any damages to NHAI properties. If any damages occurred concern department should be restored at their own cost.



- g) Licensee shall inform/give a notice to the NHAI or its authorized agency at least 15 days in advance with a route details prior to the work activities for fresh or maintenance / repair work.
- h) In case on any further widening of highways and construction of flyovers of bridge works that may be taken up at future date due to revised plan, then the applicant shall be responsible for shifting of work by licensee.
- 3. On scrutiny of the proposal, the following details are submitted:
 - a) The Authorized Signatory, M/s. ESAL Green Energy Private Limited, Chennai, has submitted the proposal for seeking permission to erect 33KV Electrical EB Pole along the road from Km 28/475 to Km 29/995 (RHS) for a total length of 1520 m in the Madurai Ramanathapuram Section of NH-85 & 87 (Old NH-49).
 - b) The said proposal has been submitted in the MoRT&H Utility portal and its application No. 20250716/2/15/14933/18145.
 - c) The width of existing available ROW is 45m to 100m.
 - d) 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. and its amendments vide Circular No. NH-36094/01/2022-S&R (P&B) dated 17.04.2023.
 - e) The cost of restoration charges for the erection of 33KV electrical Line crossing is worked out as Rs.2,28,000/- (Rupees Two Lakhs Twenty Eight Thousand only) for which the applicant is required to furnish the BG having validity up to one (1) year as per the Annexure-l.
 - f) The track rent to be collected for erection of 33KV electrical Line along the road is worked out for five years as Rs.21,82,245/- (Rupees Twenty One Lakhs Eighty Two Thousand Two Hundred and Forty Five) for which the applicant is required to be remitted in Bharatkosh Portal valid for up to Five (5) years period as per the Annexure-II.
- 4. In furtherance of the undertaking submitted by the applicant and the standard conditions indicated in the Policy matter or in the license deed, additional conditions are pertinent to be included in the proposal as under:
 - a) It shall be the responsibility of the agency (applicant) to ensure the safety of Highway traffic against the hazards of the high voltage lines. The proposed site shall be open for inspection of NHAI, and the instructions imparted by officials of NHAI has to be followed by the agency and the Ministry shall not be responsible for any financial liability on this account.
 - b) Prior approval of the Highways Authority shall be shifting or repairs, or alterations, to be obtained before undertaking any work of installation, utility lines located in the National Highway Right Of Way (ROW).



- c) Expenditure, if any, incurred by the Highway Authority for repairing any damage caused to the National Highways by the laying, maintenance of shifting of the utility line will be borne by the agency owning the line.
- d) If NHAI considers it necessary in future to relocate the utility line for any work of improvement or repairs to the road, it will be carried out as desired by the Highway Authority at the cost of the agency owning the utility line within a reasonable time (not exceeding 60 days) of the intimation given. Also the road shall be restored to its original condition by agency when required to do so by NHAI and agency shall not be entitled to any compensation on account of such removal or restoration.
- e) The road shall be kept in traffic worthy condition during construction/laying period and the traffic should continuously move safely and without any hindrance.
- f) The Applicant will modify the crossing of the Transmission Line at its own cost as per the revision (revised time to time) of specifications and guidelines issued by IRC: 32, as well as IS Code: 5613 and CEA regulations 2023 and its subsequent amendments.
- g) In case of laying of the utility along the NH, many cross-road junctions shall be encountered. At all such locations laying shall be done through HDD/overhead crossing (by fulfilling minimum clearance criteria) and no dismantling of cross-road shall be allowed in any case, as these junctions have been developed by NHAI and thus any damage to the same shall not be allowed in any case. Further, in locations of bus bays, truck lay byes, bus shelters the laying shall be done toward the extreme edge of ROW, and no damage shall be caused to these assets and no laying shall be done underneath the Bituminous Concrete.
- h) No additional distribution lines shall be laid without the specific approval of the Competent Authority.
- It shall be the responsibility of the applicant, to ensure clearance from all statutory departments, such as the Forest Department, Water Resource Department, etc., as may be applicable and as mandated by law.
- j) No damage shall be caused to NH assets such as drain, embankment, carriageway or any road furniture on the NH for this proposed laying along/across the NH ROW. The Utility shall be laid at the edge of the NH ROW and Removal of Encroachment, if any shall be the responsibility of the applicant.
- k) In the section under consideration, the plantation has been carried out by the Forest Department, however if any plantation of the NHAI being maintained by the Concessionaire is disturbed/damaged/removed, then the applicant shall be liable to pay damages Rs 2500/- Per plant and in case of failure of agency to deposit the same, it shall be recovered from the BG submitted by the applicant.
- The bank guarantee is submitted as a security against (i) Improper restoration of ground in terms of filling/unsatisfactory compaction (ii) Damages caused to any asset of NHAI (inter alia including plantation) (iii) Damage caused to any other underground installations/utility services (iv) interference, interruption, disruption or failure caused thereof to any services etc. The BG can be forfeited by the Authority in case the work is not carried out as per the conditions imposed by the Approving Authority, the conditions of working permission and executed license deed for which the Licensee shall not have any right to make objections/claim in the matter.



- m) In case of any damage caused to any asset of Authority (inter alia including plantation), the working permission shall be withdrawn till proper restoration to the satisfaction of Authority and in case of failure of applicant to ensure proper rectification, the amount shall be forfeited by the Authority from the Bank Guarantee submitted by the applicant for which the Licensee shall not have any right to make objections/claims.
- n) 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, failing which the permission may be cancelled by the Highway Administrator, for which the Licensee shall neither be entitled to any claims, nor shall it be absolved from any liability already incurred. The Licensee shall be liable to pay full compensation to the Authority (as assessed by the Authority) for any damage sustained by the Authority by reason of the exercise of the Row facility by the applicant.
- o) 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 and the Licensee shall procure insurance from a reputed insurance company against damages to already existing underground installations/utilities/facilities, etc. The Licensee shall be solely responsible/liable for full compensation/Indemnification of the concerned agency, aggrieved Authority for any direct, indirect or consequential damage caused to them/claims or replacements sought for, at the cost and risk of the Licensee. The concerned agency, in coordination with Authority, shall also have the right to make good such damages/recover the claims by forfeiture of the Bank Guarantee.
- p) In terms of clause-7 of MORTH Guideline dated 22.11.2016, the utility services shall be made operational by the Licensee only after a completion certificate to the effect is issued by the Highway Administration that the utility services has been laid in accordance with the approved specifications and drawings and the trenches have been filled up to the satisfaction of the concerned agency in co-ordination with the Authority.
- q) For the purpose of the completion certificate, three copies of 'as laid drawings of utilities (hard) and soft copies) with geo-tagged photographs (@every 100m interval and at each crossing) and geo-tagged video recordings (date-wise) of laying of cables in the trench (with respect to the NH) shall be submitted after complete restoration and shall be submitted to the Authority for verification/record within a month of completion of works.
- r) The Bank Guarantee shall be returned only after issuance of the completion certificate by the Highway Administration.
- s) The permission can be cancelled at any time by the Authority for breach of any condition brought out above and for any condition imposed by the Competent Authority while granting approval and working permission or licence agreement. Licensee shall not be entitled to any compensation for any loss caused to it by such cancellation not shall it be absolved from any liability already incurred.
- t) Applicant shall ensure videography during the execution of the work and the same shall be compulsorily submitted to this office within 24 hrs after completion of the work.
- u) The site will be restored to the original condition by the utility department itself.



5. In view of the above, it is requested that the necessary permission may please be granted to the Authorized Signatory, M/s. ESAL Green Energy Private Limited, Chennai, for the erection of 33KV EB Poles in Madurai - Ramanathapuram Section of NH-85 & 87 (old NH-49) along the road from Km 28/475 to Km 29/995 for a length of 1520 m in the state of Tamil Nadu at an early date.

Yours faithfully,

Project Director, PIU-Ramanathapuram.

Encl: 1 No of Original Proposal with references.

Performance security against the restoration work for seeking permission for erection of 33KV lines by M/s. ESAL Green Energy Private Limited from Km 28/475 to Km 29/995 (RHS) (Total length = 1520 m) in the Madurai - Ramanathapuram section of NH-85 & 87 (Old NH-49) in the State of Tamil Nadu

ANNEXURE - I

Sl. No.	Chai	nage	Side	Length (m)	Width (m)	Utilized Area (sq.m)	Cost of Restoration Charges (Rs.100.00 per utilized area (Rs.)	
	From	То				(-4)	(-2-)	
1	28.475	29.995	RHS	1520	1.5	2280	2280 x 100 = Rs.2,28,000.00	

परियोजना निदेशक / Project Director भा.रा.रा.ष्रा. ष.का.ई-रामनाथपुरम NHAI-PIU-Ramanathapuram

Jailash_

LICENSE FEES FOR PUBLIC UTILITY Utilized NH Land area X Prevailing Circle Rate of Land per Unit area X 10% per annum

ANNEXURE - II

SL.	NAME OF VILLAGE	LAGE CHAINAGE IN KM SIDE LENGT		LENGTH (L)	WIDTH	UTILIZED	PREVAILI	LICENSE FEE	
NO		FROM	то		(in m)	(W) (m)	NH LAND AREA (L x W) (sq.m)	NG CRICLE RATE OF LAND PER UNIT AREA (sq.m) (Rs)	(PRIVATE UTILITY) (Rs)
	Along the road								
1	Thoothai	28.475	29.500	RHS	1025	1.50	1537.50	765.00	117618.75
2	Thirupachethi south	29.500	29.995	RHS	495	1.50	742.50	3230.00	239827.50
-	ТО	TAL							357446.25

License Fee for 1st year

357446.25

Add: 10% per annum for 2 year

35744.6

393191 432510

Add: 10% per annum for 3 year Add: 10% per annum for 4 year

39319.1 432510 43251.0 475761

Add: 10% per annum for 5 year

47576.1 523337

Minimum License Fee for for 5 years (Rs.)

2182245 /-

परियोजना निदेशक/ Project Director भा.स.स.प्रा. च.का.ई-समनाथपुरम NHAI-PIU-Ramanathapuram







In Association With



Bloom/SC/Madurai-Ramanathapuram/NH-85&87/NHAI/2025/191

Date: 07.10.2025

To,

The Project Director,

National Highways Authority of India,

Ramanathapuram,

Tamilnadu.

E-Mail: piuramnathapuram@nhai.org.

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P	IU, R	AM.	ANAT	HAPUR	AM - NI	MI		
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Sub: Consultancy Services for Supervision Consultant of Operation & Maintenance of from km 5+000 to 120+484 on Madurai – Ramanathapuram Section of NH-85 & 87 (Old NH 49) in the State of Tamilnadu – **Comments on Proposal - Report sought for - SC Reply -Reg.**

Ref: 1. PD Lr.11038/22/2025-PIU RMD/1985, dated: 26.09.2025.

- 2. MoRT&H NOC portal 20250716/2/15/14933/18145, dated: 18.09.2025.
- 3. M/s. ESAL Green Energy Private Limited, proposal received on 22.09.2025.
- 4. PD Lr. 11038/26/2025-PIU RMD/1857, dated: 28.08.2025.
- 5. Bloom/SC/Madurai-Ramanathapuram/NH-85&87/NHAI/2025/153, date: 16.08.2025
- 6. PD Lr.11038/26/2025-PIU RMD/1774, dated: 31.07.2025.
- 7. M/s. ESAL Green Energy Private Limited, proposal received on 18.07.2025.

Dear Sir,

With reference to the above letter cited, We the supervision Consultant has inspected the site along with representative of M/s. ESAL Green Energy Private Limited from Km.28+475 to Km.29+995 on the Right-Hand Side (RHS) in Madurai – Ramanathapuram section of NH-85 & 87 (Old NH 49). The total proposed alignment covers a length of 1520 meters and involves the installation of 40 poles. The submitted proposal is scrutinized and found in order. The details are as follows,

Along the road:

The proposal may be recommended by complying the following conditions,

S.No	Chainage from	Chainage to	Side	Distance
1	Km.28+475	Km. 29+995	RHS	1520 m
	7	Гotal Distance in m		1520 m

- 1. All the EB poles works should be as per the approved layout drawings and the proposed alignment shall be laid at the extreme end of ROW and within 2 m utility corridor.
- 2. Proper safety arrangement shall be made available during the time of execution of works.
- 3. No damage to the existing Highway, Road furniture NHAI properties and other utilities.
- 4. While carrying work there should not be any obstruction to the Road Traffic.
- 5. While carrying works the approved drawings and proposed alignment should be strictly followed.
- 6. While carrying work there should not be any damages to NHAI properties. If any damages occurred concern department should be restored at their own cost.

Corporate Office: 2nd Floor, Tower-A, Capital Business Park, Above Croma Souna Road, Sector 48, Gurugram-122018. Phone-0124-4292105 Site Office: -67, A, Anbu Nagar, Manamadurai, Sivagangai District 630600, Tayninadu, Phone-04574-258006.

E-Mail: nh87madurai@bloom-india.com Website www.bloomcos.com CIN No.: F04568



JV



In Association With



- 7. Licensee shall inform /give a notice to the NHAI or its authorized agency at least 15 days in advance with a route details prior to the work activities for fresh or maintenance / repair work.
- 8. In case on any further widening of highways and construction of flyovers of bridge works that may be taken up at future date due to revised plan, then the applicant shall be responsible for shifting of work by licensee.
- 9. Hence this proposal is recommended for approval.

Yours Faithfully, CPC

(R. Justin Rajan)

Highway Maintenance cum Resident Engineer

Bloom Companies LLC

Encl: Site Photographs



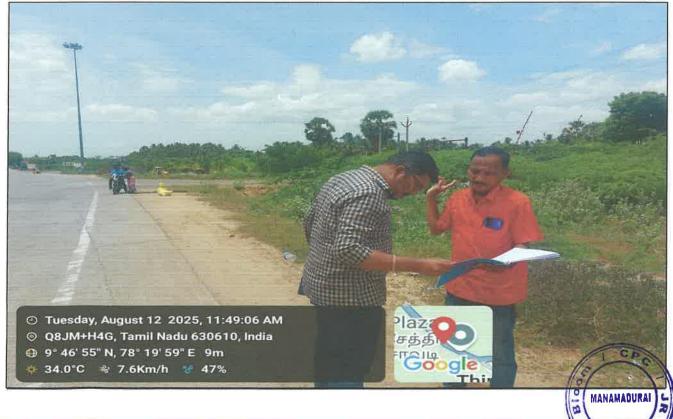


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SITE PHOTOGRAPHS





Corporate Office: 2nd Floor, Tower-A, Capital Business Park, Above Croma, Sohna Road, Sector-48, Gurugram-122018. Phone 0124-429/105 Site Office: - 67, A, Anbu Nagar, Manamadurai, Sivagangai District - 630606, Tamilnadu, Phone- 04574-258006.

E-Mail: nh87madurai@bloom-india.com Website: www.bloomcos.com CIN No.: F04568

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9498452110 / 9498452120 / 9498452130

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(Monday to Friday 8 AM to 8 PM, Saturday 10 AM to 5 (Monday to Friday 10 AM PM excluding Government holidays)

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GUIDELINE	VALUE 8	R PROPERTY	VALUATION
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Guideline Value relating to 2.19 lakhs streets and over 4.46 Crores Survey Numbers/Subdivision numbers are available on this site for query.

For Property Valuation, Click on the Street Name from the Street List, where the property is located.

From: 1-7-2024 To: Current Date To know your Zone and District Click Here

View Guideline value for:

OStreet Survey Number Composite Value

Select Criteria:

Wise

Zone:*

Sub Registrar Office:*

Thirupuvanam Ramanathapuram

Registration Village:*

Land Category*

TOOTHAI

Residential Special Type - I

Search

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12

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File No. PROJ-26016(s5)/2072025-PIU Ramanathapuram (Computer No. 297252)

10/10/25, 3:25 PM

Search Criteria:

Zone:

RAMANATHAPURAM

Sub

THIRUPUVANAM

Guideline Village:

TOOTHAI

Registrar

Office:

Revenue

THOOTHAI

Revenue District:

SIVAGANGAI

Village:

THIRUPPUVANAM

Revenue Taluka:

75 items found, displaying 1 to 10.

[First/Prev] 1, 2, 3, 4, 5, 6, 7, 8 [Next/Last]

Sr.No.	Survey/Subdivision No.	Guideline Value (₹) (British Value)	Guideline Value (₹) (Metric Value)	Land Classification	Effective Start Date	G.O.Download
della int	100/2B1	71/ Square Feet	765/ Square Metre	Residential Special Type -	01-Jul- 2024	-
2	100/2B2A1	71/ Square Feet	765/ Square Metre	Residential Special Type - I	01-Jul- 2024	
3	100/282A2A	71/ Square Feet	765/ Square Metre	Residential Special Type -	01-Jul- 2024	
4	100/2B2B	71/ Square Feet	765/ Square Metre	Residential Special Type -	01-Jul- 2024	
5	100/6	71/ Square Feet	765/ Square Metre	Residential Special Type - I	01-Jul- 2024	74.
6	154/1A	71/ Square Feet	765/ Square Metre	Residential Special Type -	01-Jul- 2024	
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8	154/3 	71/ Square Feet	765/ Square Metre	Residential Special Type -	01-Jul- 2024	
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For Property Valuation property is located.	on, Click on	the Street	Name from the	Street List, where t	ne .
From: 1-7-2024	To: Curr	ent Date I	o know your Z	one and District C	lick Her
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Registra	tion Village	e:*	Land C	ategory*	
THIRLI	PACHATI SC	OUTH	✓ Resid	ential Class I Type -	1

10/10/25, 3:33 PM

Search Criteria:

Zone:

RAMANATHAPURAM

Sub

THIRUPUVANAM

Guideline Village:

THIRUPACHATI SOUTH

Registrar Office:

THIRUPPACHETTI

Revenue District:

SIVAGANGAI

Revenue Village:

SOUTH

Revenue

THIRUPPUVANAM

Taluka:

Below Search results are as on 10-Oct-2025 03:33 PM

319 items found, displaying 1 to 10.

[First/Prev] 1, 2, 3, 4, 5, 6, 7, 8 [Next/Last]

Sr.No.	Survey/Subdivision No.	Guideline Value (₹) (British Value)	Guideline Value (₹) (Metric Value)	Land Classification	Effective Start Date	G.O.Download
KIRKLASU	111/5 1 11/5	300/ Square Feet	3230/ Square Metre	Residential Class I Type - I	01-Jul- 2024	
2	111/6A	300/ Square	3230/ Square	Residential Class I Type - I	01-Jul- 2024	
3	11-91-51-4	300/ Feet	3230/ Metre	Residential	10-Jan- 2025	
•	<u>Manazz</u>	550/ Square Feet	3230/ Square Metre	Residential Class I Type -	10-Jan- 2025	
5	113/10C	300/ Square Feet	3230/ Square Metre	Residential Class I Type -	01-Jul- 2024	
6	<u>121/2A1A</u>	300/ Square Feet	3230/ Square Metre	Residential Class I Type -	21-Oct- 2024	
7	121/2A1B	300/ Square Feet	3230/ Square Metre	Residential Class I Type -	21-Oct- 2024	-1
8	121/2A2	300/ Square Feet	3230/ Square Metre	Residential Class I Type -	01-Jul- 2024	
9	121/2A3	300/ Square Feet	3230/ Square Metre	Residential Class I Type -	01-Jul- 2024	
10	121/2A4 2007 22200 12 13 12 12 12 12 12 12	300/ Square Feet	3230/ Square Metre	Residential Class I Type - I	01-Jul- 2024	

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Application	n Details [20250716/2/15/14933/18145]
Highway	NH49 [NH49]
Name of Highway Authority	
Highway Administration Address	
Name of Applicant/Oil Company	MMCONSULTANCY
	Address: FIRST FLOOR WATER CANAL ROAD SANTHOSH
	NAGAR KORATTUR CHENNAI, TIRUVALLUR (TAMIL NADU),
	PIN: 600076
	Phn: 9344900913
	Email: mmconsultancyproposal@gmail.com
Application Category	Industrial Utility
Utility	Power Cables
State	TAMIL NADU
Туре	New
Remarks	NH49(NEW NH87)(MADURAI-RAMANATHAPURAM) KM.28/475-29/995(RHS)
Submitted On	19 Sep 2025 09:18:43

	Details
1. Length in Meters *	1520
2. Width of available ROW	7
I. Left side from center line towards increasing chainage OR km direction *	Max:50.00mtr Min:22.50mtr
II. Right side from center line towards increasing chainage OR km direction *	Max:50.00mtr Min:22.50mtr
3. Proposal to lay the utility	
I. Left side from center line towards increasing chainage OR km direction *	Nil
II. Right side from center line towards increasing chainage OR km direction *	Max:49.00mtr Min:21.50mtr
4. Proposal to acquire the land	
. Left side from center line *	0
I. Right side from center line	0
i. Whether proposal is in the same side where land is not o be acquired *	No
f not then where to lay the cable *	NA
c. Details of already laid services if any along the proposed route *	Nil
. Number of Existing lanes	4 Lane
. Proposed number of lanes	4 Lane
. Service road Exists *	No

10. Proposed Service road	
Left side from center line	NA
Right side from center line	NA
11. Whether proposal to lay cable is after the service road or between the service road and main carriageway *	N/A
12. Whether carrying OFC Cable has been proposed on highway /bridges, If yes then mention the methodology proposed for the same *	NA
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. *	The pole shall be laid at the extreme edge of ROW
II. Is it on a line normal to NH? *	Yes
III. What is the distance of crossing the utility pipelines from the existing structure? Crossings shall not be too near the existing structures on the National Highway, the minimum distance being 15 mtrs. *	50.00

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

	WORTH	runty i Ortai
I. Where the ROW is more than 45 M then the duct cable shall be laid at the edge of right of way within the utility corridor of 2 M width, duly keeping in view the future widening.*		Yes
II. Where land is yet to be acquired for 4 laning and the position of new carriageway has been decided then the cable shall be laid at the edge of right of way within the utility corridor of 2 M width, on that side of existing carriageway where extra land is not proposed to be acquired for 4 laning. *		Yes
III. Where the widening plan for 4 laning is not yet decided and available ROW is around 30 M or less, a judicious decision would need to be taken for permitting the laying of cable/duct. This could be within 1.5 M to 2m of utility corridor at the edge of existing ROW, duly keeping in view the possible widening plans. *		Yes
IV. Where ROW is restricted and adequate only to accommodate the carriageway, central verge, shoulders and drains (e.g. Highways in cutting through hilly/rolling terrain), the cable shall be laid clear of the drain. *		Yes
	20	

20, 0.107 (11)	WORTH Othicy Fortal
V. Where land strip for utility corridor can't be conveniently earmarked (available ROW restricted to the toe of the embankment) for laying of cable/ducts, the permission may be refused.	NA
15. Document/Drawings enclosed with the proposal *	Yes
I. Cross section showing the size of trench for open trenching method (is it normal size of 1.2m (min.) deep x 0.3 wide) *	Yes
II. Cross section showing the size of pit and location of cable for HDD method *	The pole shall be laid at the extreme edge of ROW
III. Strip plan/ Route plan showing the OFC, Chainage width of ROW, distance of proposed, cable from the edge of ROW, important mile stone, intersections, cross drainage works etc. *	The pole shall be laid at the extreme edge of ROW
IV. Methodology of laying of the Utility Pipeline/OFC *	The pole shall be laid at the extreme edge of ROW
V. Open trenching method (may be allowed in utility corridor only where pavement is neither cement concrete nor dense bituminous concrete type) If yes what is the Methodology of refilling of trench *	The pole shall be laid at the extreme edge of ROW

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

(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. *	The pole shall be laid at the extreme edge of ROW
(f) The excavation shall be protected by flagman, signs and barricades and red lights during night hours. *	NA
(g) If required, a diversion shall be constructed at the expense of agency owing the utility line. *	NA
VI. Horizontal Directional Drilling (HDD) Method *	The pole shall be laid at the extreme edge of ROW
VII. Laying OFC through CD Works and Method of laying (Whether to be hung outside parapet). *	NA
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 t	following is to be furnished

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

3720, 0.107 (III	Worth Guilty Fortal
h) Undertaking that expenditure is any incurred by NHAI for repairing any damage cause to the NH by laying, maintenance of shifting of the utility line will be borne by the applicant agency owing the line. *	Yes
i) Undertaking that text of the license deal is as per verbatim of format issued by MoRTH vide circular no. RW/NH/33044/29/2015/S&R dated 22.11.2016 *	Yes
j) Undertaking for shifting of utility as and when asked by MoRTH/ NHAL.*	Yes
k) Certificate from the applicant in the follow	ring format
	vice road/approach road/utilities at my/our own cost not such time us will be stipulated by NHAI for future six
19. Who will sign the agreement on behalf of Applicant agency? Power of Attorney to sign the agreement is available or not. *	M/s.ESAL GREEN ENERGY PVT LTD,NO.49,1 CROSS STREET,VISHAL NAGAR,KUNDRATHUR, CHENNAI- 600069.
20. The Power of Attorney is in favour of authorized signatory? *	Yes

			Loc	ations		
Sno	State	District	Highway /Stretch	Start Point	End Point	View
1	TAMIL NADU	SIVAGANGAI	NH49 [NH49] (0-183.20) From Km: 28.475 To Km: 29.995	Chainage Point: 28.475 Lat: 9.465 Lng: 78.200	Chainage Point: 29.995 Lat: 9.475 Lng: 78.193	View

Documents							
Sno	Stage	Document	Mandatory	Action			
1	Under Layout and Drawings Submission		Yes	View			
2	Under Submission	Any Other Supporting Document	No				
3	Under Submission	Any Document to indicate commercial activities are allowed on the land.	No	36)			
4	Under Safety Clearance from Directorate of Electricity Submission		No				
5	Under Safety Clearance from Chief Controller of Explosives Submission		No				
6	Under Submission	Safety Clearance from Petroleum and Explosives Safety Organisation	No				
7	Under Submission	Safety Clearance from Oil Industry Safety Directorate	No	****			
	Under Submission	Safety Clearance from State/Central Pollution Control Board	No	: 			
	Under Submission	Any Other Statutory Clearance as applicable	No	GR.			

Applicable Fee Details							
Sno	Fee Head	Stage	Fee Amount	Status			
1	Utility Fees	Technical Approval	License Fees	469490.00			

1418493/2025/Madurai 03

1985

ERECTION OF 33KV ELECTRICAL LINE WITH POLE ROUTE DIAGRAM

SECTION

NH - 49 (New NH - 87)
(Madurai to Ramanathapuram Section)
Along the Road from
Km.28/475.00 to Km.29/995.00 (RHS)
Along the Road length 1520m &
Total no of Poles 40 Nos.

APPLICANT:

M/s. ESAL GREEN ENERGY PRIVATE LIMITED, PLOT NO.49, 1ST CROSS STREET, VISHAL NAGAR, KUNDRATHUR, CHENNAI - 600 069.

> The Project Director National Highways Authority of India, Ramanathapuram.



ESAL GREEN ENERGY PVT. LTD.

Plot No.49, 1st Cross Street, Vishal Nagar, Kundrathur, Chennai - 600 069.

Power Generation, Trading & EPC: Wind Power, Solar, Thermal Power & Used wind turbines BUYING & SALES +91 9841724243 / 9941066696 / 9941066695

esalenergysolution@gmail.com | www.esalgreenenergy.ceate: 10.09.2025

The Project Director
National Highway Authority of India
Ramanathapuram.

Sub: Proposal for seeking permission for erection of 33KV lines by M/s. ESAL Green Energy Private Limited from Km.28/475 to Km.29/995 (RHS) in the Madurai Ramanathapuram section of NH-85 & 87 (Old NH-49) in the State of Tamil Nadu-Proposal Resubmitted - Approval Reguested-Reg.

Ref:

1.PD, NHAI, Ramanathapuramletter No.11038/26/2025-PIU RMD/1857 Dated 28.08.2025.

2) M/s. Bloom companies LLC, Lr No. Bloom/SC/Madurai-Ramanathapuram/NH-85&87/NHAI/2025/153, dt - 16.08.2025

Sir,

With reference to letter 1st cited above, wherein PIU Ramanathapuram has instructed to attending the observation communicated by Resident Engineer letter 2nd citedfor the erection of 33KV lines by M/s. ESAL Green Energy Private Limited from Km.28/475 to Km.29/995 (RHS) in the Madurai Ramanathapuram section of NH-85 & 87 (Old NH-49) in the State of Tamil Nadu, National Highways. The detailed justification is as below;

In this regard, We wish to inform you that the Existing utilities have been clearly marked in the resubmitted drawing, and a No Objection Certificate (NOC) is also enclosed herewith for your kind reference.

We hereby assure that the erection of EB poles will strictly comply with all relevant MoRTH guidelines and standards.

In view of the above, we kindly request you to issue the **permission** for the proposed erection of the EB line. We would also be grateful if you could arrange for a site inspection and recommend our proposal for necessary approvals.

P	PIU, RAMANATHAPURAM - NIAL							
DATE			22-	09-2625	0X	1		
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MG	MGR(T)			10	LAO			
DY.N	DY.MGR(F)		/	1	IT-E			
SE	1	2	3		STENO			
CO	1	2	OA		FILE			

Yours Faithfully, M/s. ESAL Green Energy Reinaterbimited, For ESAL GREEN ENERGY WATER TO THE PROPERTY OF THE P

Authorised Signatory

Regd. Address: 1/196, South Street, Ambalavanapuram, Kavalkinaru (Via), Tirunelveli Dist - 627 133.

To M/s. Esal Green Energy Pvt. Ltd., 1/196, South Street, Ambalavanapuram, Tirunelveli – 627 133.

Sub: Issuance of No Objection Certificate - Erection of Poles by M/s. Esal Green Energy Pvt. Ltd. from Km 28+475 to Km 29+995 on the Right Side of Madurai-Ramanathapuram

Ref: Your NOC Request Letter dated 06.09.2025

Dear Sir/Madam,

With reference to the above-cited letter, we acknowledge your request for permission to erect TNEB poles along the route from Km 28+475 to Km 29+995 on the right side of the Madurai-Ramanathapuram Road, in connection with your proposed 10 MW Solar Power Plant at

We hereby convey our No Objection Certificate (NOC) for the erection of the said poles, subject to the following conditions:

- 1. The work shall be carried out without causing any damage or disruption to the existing TNEB infrastructure.
- 2. All necessary safety precautions must be strictly adhered to during the erection process.
- 3. Any damage caused, if any, shall be rectified by M/s. Esal Green Energy Pvt. Ltd. at its
- 4. All work must be executed as per TNEB guidelines and standards.

This NOC is issued solely for the purpose mentioned above and does not confer any ownership rights over the land or assets of TNEB.

Regards.

EXECUTIVE ENGINEER

DISTRIBUTION TNPDCL MANAMADURAI,

Ramanathapuram Section) along the Road from Km.28. Total no of Poles 40 Nos, Total Length of 1520 in	475.00 to Km.29/995.00 (RHS) & meters, Tamilnadu State.
Cost of Restoration Charges Along the Road @ Rs. 100/- per meter (1520m x Rs. 100/-)	Rs. 1,52,000/-
Restoration Charges	Rs.1,52,000/-

For ESAL GREEN ENERGY PVT. LTD.

Authorised Signatory

<u>License fee to be collected for 33KV Lines NH - 49 (New NH - 87) of (Madurai to Ramanathapuram Section) along the Road from Km.28/475.00 to Km.29/995.00 (RHS) & Total no of Poles 40 Nos, Total Length of 1520 meters, Tamilnadu State.</u>

SI No	Description	Length in m	Width in m	Area occupied in Sqm	Guideline Value (Rs.) per Sqm	License Fees (Rs / sqm / month)			
	A	. Along the	Road						
1	Toothai Km.28/475.00 to Km.29/500.00 (RHS)	1025	1	1025.00	494.20	7598.33			
2	Thirupachati South Km.29/500.00 to Km.29/995.00 (RHS)	495	1	495.00	617.75	4586.79			
	Sub Total - I	1520.00		1520.00		12185.12			
	В	. Proposed	Pole						
1	Toothai- RSJ POLES (28 Nos)	2	1	2.00	494.20	415.13			
2	Thirupachati South (12 Nos)	2	1	2.00	617.75	222.39			
	Sub Total - II	2.00		2.00		637.52			
	Total Area to be util	ised (Sub To	otal I + II)		12822.64			
	Total License fee =R	s12822.64/A	nnum S	ay Rs.12823	/-				
	License For Public	•				₹ 12,823.00			
	Liconco Ear Dublic	License For Public Litility for 2 Year							

License For Public Utility for 1 Year

₹ 12,823.00

License For Public Utility for 2 Year

₹ 13,592.38

License For Public Utility for 3 Year

₹ 14,407.92

License For Public Utility for 4 Year

₹ 15,272.40

License For Public Utility for 5 Year

Total License For Public Utility for 5 Year

₹ 72,284.44

For ESAL GREEN ENERGY PVT. LTD.

Authorised Signatory

Z

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Sr.No.	Survey/Subdivision No.	Guideline Value (C) (British Value)	Guideline Value (C) (liletric Value)	Land . Classification	Effective Start Date	G.O.Download
1,	<u>2/1B1A</u>	2500000/ Acre	6177500/ Hectare	Dry Abutting National Highways Type - I	01-Jul-2024	
2	<u>2/1818</u>	2500000/ Acre	6177500/ Hectare	Dry Abutting National Highways Type - I	01-Jul-2024	*
3	<u>2/1B2B</u>	2500000/ Acre	6177500/ Hectare	Dry Abutting National Highways Type - I	01-Jul-2024	-
4	<u>2/1B3B</u>	2500000/ Acre	6177500/ Hectare	Dry Abutting National Highways Type - I ,	01-Jul-2024	
5	<u>2/4A</u>	2500000/ Acre	6177500/ Hectare	Dry Abutting National Highways Type - I	01-Jul-2024	
6	<u>2/4B1</u>	2500000/ Acre	6177500/ Hectare	Dry Abutting National Highways Type - I	01-Jul-2024	K#2
7	<u>2/4B2</u>	2500000/ Acre	6177500/ Hectare	Dry Abutting National Highways Type - I	01-Jul-2024	*
8	2/5A	2500000/ Acre	6177500/ Heclare	Dry Abutting National Highways Type	01-Jul-2024	22
9	<u>2/5B</u>	2500000/ Acre	6177500/ Hectare	Dry Abutting Natfonal Highways Type - I	01-Jul-2024	ete v
10	<u>8/3</u>	2500000/ Acre	6177500/ Hectare	Dry Abuttlng National Highways Type - I	01-Jul-2024	

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1	<u>100/1C</u>	2000000/ Acre	4942000/ Hectare	Dry Abutting National Highways Type	01-Jul-2024	•
2	100/1C2	2000000/ Acre	4942000/ Hectare	Dry Abutting National Highways Type - I	01-Jul-2024	*
3	<u>157/1</u>	2000000/ Acre	4942000/ Hectare	Dry Abutting National Highways Type - I	01-Jul-2024	16
4	<u>157/2A</u>	2000000/ Acre	4942000/ Hectare	Dry Abutting National Highways Type - I	01-Jul-2024	10
5 .	<u>157/2B</u>	2000000/ Acre	4942000/ Hectare	Dry Abutting National Highways Type - I	01-Jul-2024	*
6	<u>157/2C</u>	2000000/ Acre	4942000/ Hectare	Dry Abutting National Highways Type - I	01-Jul-2024	*
7	<u>157/3</u>	2000000/ Acre	4942000/ Hectare	Dry Abutting National Highways Type	01-Jul-2024	
8	<u>157/4</u>	2000000/ Acre	4942000/ Hectare	Dry Abutting National Highways Type - I	01-Jul-2024	÷.
9	<u>157/5</u>	2000000/ Acre	4942000/ Hectare	Dry Abutting National Highways Type - I	01-Jul-2024	*
10	<u>158/2A1</u>	2000000/ Acre	4942000/ Hectare	Dry Abutting National Highways Type	01-Jul-2024	•

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Pile No. PROJ-26016(55)/20/2025-PIU Ramanathapuram (Computer No. 297252)

CHECK - LIST

Guidelines for Project Directors for processing the proposal for erection of 33KV Electrical Line with Pole in the land across National Highways vested with NHAI.

Relevant circulars

- 1) Ministry Circular No. NH-III/P/66/76 dated 19.11.1976
- 2) Ministry Circular No. RW/NH-III/P/66/76 dated 11.5.1982
- 3) Ministry Circular No. RW/NH-11037/1/86/DOI dated 19.1.1995
- 4) Ministry Circular No. RW/NH-33044/29/2015-S&R (R) dated 22.11.2016

Check list for getting approval for erection of 33KV Electrical Line with Pole NH land

S.No.	Item	Information/ Status	Remarks
1	General Information		
1.1	Name and Address of the Applicant	M/s. ESAL GREEN ENERGY PRIVATE LIMITED, Plot No.49, 1st Cross Street,	
		Vishal Nagar, Kundrathur, Chennai - 600 069.	
1.2	National Highway Number	NH - 49 (New NH - 87)	
1.3	State	TamilNadu	
1.4	Location	NH - 49 (New NH - 87) (Madurai to Ramanathapuram Section)	
1.5	(Chainage in km)	Along the Road from Km.28/475.00 to Km.29/995.00 (RHS)	
1.6	Length in Meter	1520 meters	
1.7	Width of available ROW		
	(a) Left side from center line towards increasing chainage/km direction	Max: 50.00m Min: 22.50m	
	(b) Right side from center line towards increasing chainage / km direction	Max: 50.00m Min: 22.50m	
1.8	Proposal to erection of electrical pole		
	(a) Left side from center line towards increasing chainage/km direction	Nil	
	(b) Right side from center line towards increasing chainage/km direction	Max: 49.00m Min: 21.50m	
1.9	Proposal to acquire land		
	(a) Left side from center line	Nil	Already
	(b) Right side from center line		acquired
1.10	Whether proposal is in the same	/ No ±	

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	side where land is not to be acquired		
	If not then where to erection of Electrical Line with Pole	The pole shall be laid at the extreme edge of ROW.	
1.11	Details of already laid services, if any, along the proposed route	Nil	
1.12	Number of lanes (2/ 4/ 6/8 lanes) existing	4 lanes with Paved Shoulder	F)
1.13	Proposed Number of lanes (2 lanes with paved shoulders/4 / 6/8 lanes)	6 lanes with Paved Shoulder	147
1.14	Service road existing or not	No	
	If yes then which side		
	(a) Left side from center line	Nil	
	(b) Right side from center line	Nil	
1.15	Proposed Service road	Nil	
	(a) Left side from center line	Nil	
	(b) Right side from center line	Nil	
1.16	Whether proposal to erection of 33KV Electrical Line with Pole is after the service road or between the service road and main carriageway	Along utility corridor at ROW edge	
1.17	The permission for erection of 33KV Electrical Line with Pole shall be considered for approval / rejection based on the Ministry Circulars mentioned as above	Considered for approval based on the Ministries circular	
1.18	If crossings of the road involved If Yes, it shall be either encased in pipes or through structure or conduits specially built for that purpose at the expenses of the agency owning the line	NA	The pole shall be erect for overhead only
- 1	(a) Existing drainage structures shall not be allowed to carry the lines.	NA	The pole shall be erect for overhead only
	(b) Is it on a line normal to NH	Yes	
	(c) Crossings shall not be too near the existing structures on the National Highway, the minimum distance being 15 meters. What is the distance from the existing structures	NA	The pole shall be erect for overhead only
	(d) The casing pipe (or conduit pipe in the case of electric cable)		The pole shall be

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	carrying the utility line shall be of steel, cast iron, or reinforced cement concrete and have adequate strength and be large enough to permit ready withdrawal of the carrier pipe/cable.	NA	erect for overhead only
	(e) Ends of the casing/conduit pipe shall be sealed from the outside, so that it does not act as a drainage path.	NA	The pole shall be erect for overhead only
	(f) The casing/conduit pipe should, as minimum extend from drain to drain in cuts and toe of slope toe of slope in the fills.	NA	The pole shall be erect for overhead only
-4:	(h) Crossing shall be by boring method (HDD) specially where the existing road pavement is of cement concrete or dense bituminous concrete type.	NA	The pole shall be erect for overhead only
-	(i) The casing/conduit pipe shall be installed with an even bearing throughout its length and in such a manner as to prevent the formation of a waterway along it.	NA	The pole shall be erect for overhead only
2	Document / Drawings enclosed with the proposal	Yes	
2.1	Cross section showing the size of trench for open trenching method (Is it normal size of 1.2m deep X 0.3m wide) (i) Should not be greater than 60		
	Cm wider than the outer diameter of the pipe (ii) located as close to the extreme edge of the right-of-way as possible but not less than 15 meter from the centre-lines of the nearest carriageway (iii) Shall not be permitted to run along the National Highways when the road formation is situated in double cutting. Nor shall these be laid over the existing culverts and bridges (iv) These should be so laid that	NA -	The pole shall be erect for overhead only

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	their top is at least 0.6 meter below the ground level so as not to obstruct drainage of the road land.		
2.2	Cross section showing the size of pit and location of cable for HDD method	NA	The pole shall be erect for overhead only
2.3	Strip plan/ Route Plan showing erection of 33KV Electrical Line with Pole, Chainage, width of ROW, distance of proposed, pole from the edge of ROW, important mile stone, intersections, cross drainage works etc.	Yes	
2.4	Methodology for erection of 33KV Electrical Line with Pole	Yes	- '/
2.4.1	Open trenching method. (May be allowed in utility corridor only where pavement is neither cement concrete nor dense bituminous concrete type). If yes, Methodology of refilling of trench	NA	The pole shall be erect for overhead only
	(b) For filling of the trench, Bedding shall be to a depth of not less than 30 cm. It shall consist of granular material, free of lumps, clods and cobbles and graded to yield a firm surface without sudden change in the bearing value. Unsuitable soil and rock edged should be excavated and replaced by selected material.	NA	The pole shall be erect for overhead only
	(c) The backfill shall be completed in two stages (i) side - fill to the level of the top of the pipe and (ii) overfill to the bottom of the road crust.	NA	The pole shall be erect for overhead only
	(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	NA /	The pole shall be

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	that had been removed. Consolidation by saturation or ponding will not be permitted. (e) The road crust shall be built to the same strength as the existing crust on either side of the trench. Care shall be taken to avoid the formation of a dip at the trench.	*	erect for overhead only
	(f) The excavation shall be protected by flagman, signs and barricades, and red lights during night hours.	NA	The pole shall be erect for overhead only
	(g) If required, a diversion shall be constructed at the expense of agency owning the utility line	NA	The pole shall be erect for overhead only
2.4.2	Horizontal Directional Drilling (HDD) Method	NA	The pole shall be erect for overhead only
2.4.3	Erection of 33KV Electrical Line with Pole through CD works and method of laying	No	
3	Draft License Agreement signed by two witnesses	Yes	
4	Performance Bank Guarantee in favor of NH has to be obtained @ Rs. 100/- 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.	Applicable at later date	
4.1	Performance BG as per above is to be obtained.	Applicable at later date	

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4.2	Confirmation of BG has been obtained as per NH guidelines	Yes
5	Affidavit / Undertaking from the Applicant for	
5.1	Not to Damage to other utility, if damaged then to pay the losses either to NH or to the concerned agency	Yes
5.2	Renewal of Bank Guarantee	Yes
5.3	Confirming all standard condition of NH's guideline	Yes
5.4	Shifting of erection of 33KV Electrical Line with Pole and 33KV Transformer as and when required by NH at their own cost	Yes
5.5	Shifting due to 6 lanning / widening of NH	Yes
5.6	Indemnity against all damages and claims clause (xxiv)	Yes
5.7	Traffic movement during laying of erection of 33KV Electrical Line with Pole to be managed by the applicant	Yes
5.8	If any claim is raised by the Concessionaire then the same has to be paid by the applicant	Yes
5.9	Prior approval of the NH shall be obtained before undertaking any work of installation, shifting or repairs, or alterations to the erection of 33KV Electrical Line with Pole located in the National highway right-of-ways.	Yes
5.10	Expenditure, if any, incurred by NH for repairing any damage caused to the National Highway by the laying, maintenance or shifting of the erection of 33KV Electrical Line with Pole will be borne by the agency owning the line.	Yes
5.11	If the NH considers it necessary in future to move the utility line for any work of improvement or repairs to the road, it will be carried out as desired by the NH at the cost of the agency owning the utility line within a	Yes

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	research time (not assertion		
	reasonable time (not exceeding 60 days) of the intimation given.		
5.12			
5. 12	Certificate from the applicant in		
	the following format		
	(i) Laying of erection of 33KV		
	Electrical Line with Pole will not		
	have any deleterious effects on	V	
	any of the bridge components	Yes	
	and roadway safety for traffic.		
	(ii) for 6 -lanning "We do		
	undertake that I will relocate	1 = 1 2	
	service road/approach		
	road/utilities at my own cost		
	notwithstanding the permission		
	granted within such time as will		
	be stipulated by NH" for future		
	Six - lanning or any other		
,	development."	11/ 501 0550	
6.	Who will sign the agreement on	M/s. ESAL GREEN ENERGY	
	behalf of erection of 33KV	PRIVATE LIMITED, Plot No.49,	
	Electrical Line with Pole agency	1 st Cross Street, Vishal Nagar,	
		Kundrathur, Chennai - 600 069.	
7	Certificate from the Divisional		
	Engineer		
7.1	Certificate for confirming of all		
	standard condition issued vide		
	Ministry Circular No. NH-		
	III/P/66/76 dated	Yes	
	19.11.1976, Ministry Circular No.		
	RW/NH-III/P/66/76 dated		
	11.5.1982 and Ministry Circular		
	No. RW/NH-11037/1/86/DOI	>	
	dated 19.1.1995 and Ministry	×	
	Circular No. RW/NH-		
	33044/29/2015-S&R (R) dated		
	22.11.2016.		
7.2	Certificate from DE in the		
	following format		
	(i) "It is certified that any		
	other location of the Electric		
	cable would be extremely	4 5	
	difficult and unreasonable		
	costly and the installation of	3.4	
	Electric cable within ROW will		
	not adversely affect the	Yes	
	design, stability & traffic		
	safety of the highway nor the		
	likely future improvement		
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	carriageway, easing of curve		
	etc". (ii) for 6 -lanning (a) Where feasibility is available "I do certify that there will be no hindrance to proposed Six - laning based on the feasibility report considering proposed structures at the said location". (b) In case feasibility report is not available "I do certify that		
	sufficient ROW is available at site for accommodating proposed Six -laning".	Yes	
8	If NH section proposed to be taken up by NH on BOT basis - a clause is to be inserted in the agreement. "The permitted Highway on which Licensee has been granted the right to erection of Electrical Line with Pole has also been granted as a right of way to the concession agreement for up gradation of NH - 49 (New NH - 87) (Madurai to Ramanathapuram Section) Along the Road from Km.28/475.00 to Km.29/995.00 (RHS)	Yes	
9	and therefore, the licensee shall honour the same." Who will supervise the work of	Concessionaire/ Consultant/NH	
II X	erection of 33KV Electrical Line with Pole		
10	Who will ensure that the defects in road portion after laying of erection of 33KV Electrical Line with Pole are corrected and if not corrected then what action will be taken.	Concessionaire/ Consultant	
11	Who will pay the claims for damages done/disruption in working of Concessionaire if asked by the Concessionaire.	M/s. ESAL GREEN ENERGY PRIVATE LIMITED, Plot No.49, 1st Cross Street, Vishal Nagar, Kundrathur, Chennai - 600 069.	

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12	A certificate from PD that he will enter the proposed permission in the register of records of the permissions in the prescribed proforma (copy enclosed)	Yes	
13	If any previous approval is accorded for erection of 33KV Electrical Line with Pole then Photocopy of register of records of permissions accorded as maintained by PD may be enclosed.	Yes	

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The Project Director,

Jailash

Ramanathapuram. मरियोजना निवेशक/ Project Director भा.स.स.प्रा.प.का.ई-रामनाथपुरम NHAI-PIU-Ramanathapuram

Annexure-I

Conditions to be enclosed/incorporated in the approval letter for permission for erection of 33KV Electrical Line with Pole

- 1. The erection of 33KV Electrical Line with Pole shall be located as close to the extreme edge of the right-of-way as possible but not less than 15 meters from the centre-lines of the nearest carriageway.
- 2. The erection of 33KV Electrical Line with Pole shall not be permitted to run along the National Highways when the road formation is situated in double cutting. Nor shall these be laid over the existing culverts and bridges without the prior approval of NH/Government of India.
- 3. The erection of 33KV Electrical Line with Pole shall be so placed that at no time there is interference with the maintenance of the National Highways.
- 4. These should be so erect that their top is at least 11 meter above the existing road.

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- 5. The authority/ owner of the underground utility shall ensure that erect an eclectic cable carrying high tension lines should not have any deleterious effects on any of the bridge components and roadway safety for traffic.
- 6. The lines shall cross the National Highways preferably on a line normal to it or as nearly so as practicable.
- 7. Crossings shall not be too near the existing structures on the National Highway, the minimum distance being 15 meters.
- 8. The erection of 33KV Electrical Line with Pole is permitted to cross the National Highway, either encased in pipes or through structure of conduits specially built for that purpose at the expense of the agency owning the line. Existing drainage structures shall not be allowed to carry the lines across.
- 9. The casing/conduit pipe should, as minimum extend from drain to drain in cuts and toe of slope toe of slope in the fills.
- 10. The top pf the casing/conduit pipe should be at least 1.2 meter below the surface of the road subject to being at least 0.3 m below the drain inverts.
- 11. The casing/conduit pipe may be installed under the road embankment either by boring or digging a trench. Installation by boring method shall only be permitted where the existing road pavement is of cement concrete or dense bituminous concrete type.
- 12. The casing/conduit pipe shall be installed with an even bearing throughout its length and in such a manner as to prevent the formation of a waterway along it.
- 13. Open trenching method. (May be allowed in utility corridor only where pavement is neither cement concrete nor dense bituminous concrete type)
 - (a) The sides of the trench should be done as nearly vertical as possible. The trench width should be at least 30 cm, but not more than 60 cm wider than the outer diameter of the pipe.
 - (b) Filling of the trench shall conform to the specifications contained herein below.
 - (c) Bedding shall be to a depth of not less than 30 cm. It shall consist of granular material, free of lumps, clods and cobbles and graded to yield a firm surface without sudden change in the bearing value. Unsuitable soil and rock edged should be excavated and replaced by selected material.
 - (d) The backfill shall be completed in two stages (i) side fill to the level of the top of the pipe and (ii) overfill to the bottom of the road crust.
 - (e) The side fill shall consist of granular material laid in 15 cm layers each consolidated by mechanical tampering and controlled addition of moisture to 95% of the Proctor's Density. Overfill shall be compacted to the same density as the material that had been removed. Consolidation by saturation or ponding will not be permitted.
 - (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.
- 14. If needed, a diversion shall be constructed at the expense of agency owning the erection of 33KV Electrical Line with Pole.
- 15. Prior approval of the NH shall be obtained before undertaking any work of installation, shifting or repairs, or alterations to the erection of 33KV Electrical Line with Pole located in the National highway right-of-ways.
- 16. 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 erection of 33KV Electrical Line with Pole will be borne by the agency owning the erection of 33KV Electrical Line with Pole.
- 17. If the NH considers it necessary in future to move the erection of 33KV Electrical Line with Pole for any work of improvement of repairs to the road, it will be carried out as

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desired by the Highway Authority at the cost of the agency owning the erection of 33KV Electrical Line with Pole within a reasonable time (not exceeding 60 days) of the intimation given.

18. The licensee shall ensure making good the excavated trench for laying cables 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.

19. The licensee shall furnish a Bank Guarantee to the NH @ Rs...../- 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.

20. 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.

21. The licensee shall shift the cables/ducts 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 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.

22. 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.

23. 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.

24. 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.

25. The licensee shall procure insurance from reputed insurance company against damages to already existing cables/underground installation/utilities/facilities etc during trenching.

26. 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.

27. No trenching will be done on pucca road, boring method will be used in pucca road and cable will be laid at the extreme edge of the road in the non-BT surface only.

28. 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 @ Rs...../- per meter length for maintenance/ repair work shall have to be furnished by the licensee.

29. 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

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- should be completed to the satisfaction of the concerned agency designated by the NH.
- 30. 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.
- 31. 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 telecom cables/ducts, he will have to furnish a separate bank guarantee.
- 32. 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 telecom cables/ducts.
- 33. The permission granted shall not in any way be deemed to convey to the licensee any ownership right or any interest in route/road/highway/ land/ property, other than what is herein expressly granted.
- 34. During the subsistence of this agreement, the laying erection of 33KV Electrical Line with Pole/ducts located in highway land/property shall be deemed to have been constructed and continued only by the consent and permission of the NH so that the right of the licensee to the use thereof shall not become absolute and indefeasible by laps of time.
- 35. The licensee shall bear the stamp duty charged for the agreement.
- 36. The erection of 33KV Electrical Line with Pole shall not be brought in to use by the licensee unless a completion certificate to the effect that the erection of 33KV Electrical Line with Pole 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.
- 37. Not with standing anything NH contained herein this agreement may be cancelled at any time by the or breach of any condition of the same and the licensee shall neither be entitled to any compensation for any loss caused to it by such cancellation nor shall it be absolved from any liability already in curred.
- 38. The licensee shall have to provide barricading, danger lighting and other necessary caution boards while executing the work and during maintenance.
- 39. If any traffic diversion works are found necessary during the working period such diversion shall be provided at the cost of licensee.
- 40. After the termination/expiry of the agreement, the licensee shall remove the cables/ducts 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 cables 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.
- 41. If NH is required to do some emergent work the licensee will provide an observer within 24 hours. NH will not be responsible for any damage of any kind by what so ever means natural or otherwise.
- 42. The enforceability of the Right-of Way permission granted here in shall be restricted to the extent of provisions/scope of service contained/defined in the license agreement and for the purpose for which it is granted. Either by content or by intent, the purpose extending this Right-of Way facility is not to enhance the scope.
- 43. Strict compliance of the following by the Divisional Engineer:
 - a) If the licensee fails to inform the commencement of laying of erection of 33KV Electrical Line with Pole 15 days before the actual start of the work at site the agreement should be null and void.
 - b) It is to be intimated to the HQ that, actual work has already been started at the site as per the provision of the agreement and the conditions stipulated in the Ministry

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Circular No. NH-III/P/66/76 dated 19.11.1976, Ministry Circular No. RW/NH-III/P/66/76 dated 11.5.1982 and Ministry Circular No. RW/NH-11037/1/86/DOI dated 19.1.1995 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 HO after one month of the start of the work at site, regarding the satisfactory progress of the laying of erection of 33KV Electrical Line with Pole, 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 19.11.1976, Ministry Circular No. RW/NH-III/P/66/76 dated 11.5.1982 and Ministry Circular No. RW/NH-11037/1/86/DOI dated 19.1.1995, Ministry Circular No. RW/NH-33044/29/2015-S&R (R) dated 22.11.2016 and the approved plan.

To obtain a performance bank guaranty @ Rs./- per running meter of NH and e) Rs.1,00,000/- per crossing of NH from the licensee to safe guard the interest of NH.

f) Proposal for permission along NH Sections which are proposed to be taken up by NH for development through private sector participation on BOT basis, following clause should be inserted in the agreement.

" The permitted Highway on which Licensee has been granted the right to lay cable/duct has also been granted as a right of way to the concessionaire under the concession agreement for up-gradation of ------ section from Km -----to Km ------of NH No-----on Build, Operate and Transfer Basis and therefore, the licensee shall honour the same."

A register of records of the permissions accorded has to be maintained by the DE in g) the prescribed proforma (copy enclosed)

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

For ESAL GREEN ENERGY PVT. LTD.



தமிழ்நாடு तमिलनाडु TAMILNADU

9/07/2025

DL 933887

MIS. ESAL GIREEN ENERGY PRIVATE LIMITED, CHENNAT-600069

ப. பன்னீர்செல்வழ் முத்திரைக்காள் வீழ்பகையாளர் உரிமம் என் : 33/2008/ஈரோடு.

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

A referent to Erection of 33KV Lines with RSJ poles on NH - 49 (New NH - 87) of (Madurai to Ramanathapuram Section) along the Road from Km.28/475.00 to Km.29/995.00 (RHS)
Along the Road length 1520m & Total no of Poles 40 Nos in the state of Tamil Nadu,
National Highways.

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, an M/s. ESAL GREEN ENERGY PRIVATE LIMITED, PLOT NO.49, 1ST CROSS STREET, VISHAL NAGAR, KUNDRATHUR, CHENNAI - 600 069, (hereinafter called the "Licensee") which expression shall unless excluded by repugnant to the context, include his successors / administrator assignees on the second part.

For ESAL GREEN ENERGY PVT. LTD.

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Whereas the Authority is responsible, inter-alia, for development and maintenance of lands in NH - 49 (New NH - 87) of (Madurai to Ramanathapuram Section) along the Road from Km.28/475.00 to Km.29/995.00 (RHS) Along the Road length 1520m & Total no of Poles 40 Nos in the state of Tamil Nadu, National Highways.

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

Whereas the Licensee has applied to the Authority for permission to lay utility services in NH - 49 (New NH - 87) of (Madurai to Ramanathapuram Section) along the Road from Km.28/475.00 to Km.29/995.00 (RHS) Along the Road length 1520m & Total no of Poles 40 Nos in the state of Tamil Nadu, National Highways.

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.

For ESAL GREEN ENERGY PVT. LTD.

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



- 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 electrical cable line containing the utility services to cross the road shall be at least 11m top of the existing road level whichever is lower. A typical sketch showing the clearances is given in Attachment-1.
- 14. The utility services shall cross the National Highway preferable on a line normal to it or as nearly so as practicable.
- 15. The casing/conduit pipe for crossing the road may be installed under the road embankment either by boring or digging a trench. Installation by boring method shall be preferred.
- 16. In case of trenching, the sides of the trench should be done as nearly vertical as possible. The trench width should be at least 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.

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- 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 works 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.

For ESAL GREEN ENERGY PVT. LTD.

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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 NHRoW will be permitted for any purpose other than that specified in the Agreement.
- 33. During the subsistence of this Agreement, the utility services located in highway land / property shall be deemed to have been constructed and continued only by the consent and permission of the Authority so that the right of the Licensee to the use thereof shall not become absolute and indefeasible by lapse of time.
- 34. The Licensee shall bear the Stamp Duty charged on this Agreement.
- 35. Three copies of 'as laid drawings' of utilities (hard and soft copies) with geo-tagged photographs and geo-tagged video recordings of laying of cables in the trench (with respect to the NH) and after complete restoration shall be submitted to the Authority for verification and record within a month of completion of works.
- 36. The Licensee shall allow free access to the Site at all times to the authorised representatives of Authority to inspect the Project Facilities and to investigate any matter within their Authority, and upon reasonable notice, shall provide reasonable assistance necessary to carry out their respective duties and functions.
- 37. The Utility services shall not be made operational by the Licensee unless a completion certificate to the effect that the utility services has been laid in

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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

For ESAL GREEN ENERGY PVT. LTD.

Authorised Signator

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 (Signature, name & address with stamp) SIGNED ON BEHALF OF M/s. ESAL GREEN ENERGY PRIVATE LIMITED, PLOT NO.49, 1ST CROSS STREET, VISHAL NAGAR, KUNDRATHUR, CHENNAI - 600 069, (LICENSEE) For ESAL GREEN ENERGY PVT. LTD. BY SHRI_ (Signature, name& address with stained) Signatory 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)

2) M. Mathy Suthanan

1/20, milk society st, Ambalavanapuran

Mahindragici - Post, Tirunelveli - 627133

Banapathy Shankar

2/138A, Hair Road, Aubalavanapuran

Mahindragici - Po, Risonelveli - 627133

Mahindragici - Po, Risonelveli - 627133



தமிழ்நாடு तमिलनाडु TAMILNADU

9/07/2025

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MIS, ESAL GREEN ENERGY PRIVATE

LIMITED, CHENNAI-600069

ப. பன்னீர்செல்வம் முத்திரைத்தாள் விற்பனையாளர்

உரிமம் என் : 33/2008/#ரோடு.



UNDERTAKING

Annexure-V

We, Ws. ESAL GREEN ENERGY PRIVATE LIMITED, PLOT NO.49, 1ST CROSS STREET, VISHAL NAGAR, KUNDRATHUR, CHENNAI - 600069, Tamilnadu State. Erection of 33KV Lines with RSJ poles on NH - 49 (New NH - 87) of (Madurai to Ramanthapuram Section) along the Road from Km.28/475.00 to Km.29/995.00 (RHS) Along the Road length 1520m & Total no of Poles 40 Nos, Tamilnadu State.

We here by undertake the Standard Conditions of NHAI Guidelines:

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

For ESAL GREEN ENERGY PVT. LTD.

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Renewal of Bank Guarantee: M/s. Esal Green Energy Private Limitedshall 2. furnish a Bank Guarantee @ Rs100/- per running meter to the NHAI, 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 erection of 33KV Double Circuitelectrical cable with pole 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 The Assistant Engineer for clearing debris/loose earth. In case the work contemplated herewith is not completed to the satisfaction of the NHAI, which has granted the permission, within a period of 11 months from the date of issue of the bank guaranteeM/s. Esal Green Energy Private Limitedshall either furnish a fresh guarantee or extend the guarantee for a further period of one year. In case of The Assistant Engineerfailing to discharge the obligation of making good the excavated trench, the NHAI shall have a right to make good the damages caused by excavation, at the cost of The Assistant Engineerand recover the amount by invoking the bank guarantee furnished by M/s. Esal Green Energy Private Limited, Plot No. 49, 1st Cross Street, Vishal Nagar, Kundrathur, Chennai -600 069, Tamilnadu State.

3. Confirming all standard conditions of NHAI:

- (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 33KV Double Circuitelectrical cable line with pole shall be laid at the edge of the right of way within 2mutility corridors.
- (iii) The top of the electrical cable line shall be at least 11m from existing road.
- (iv) The licensee has to cross the NH In case any damage is caused to the road pavement in this process, The Assistant Engineer will be required to restore the same to the original condition at his own cost.
- (v) No trenching will be done on linkroad, boring method will be used in link road and 33KV Double Circuitelectrical cable line with pole will be laid at the extreme edge of the road in the non-BT surface only.
- (vi) The licensee shall inform/give a notice to the NHAI, 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 Assistant Engineer.
- (vii) Each day, the extent of erection of 33KV Double Circuitelectrical cable line with pole 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 NHAI.
- (viii) The Licensee shall indemnify the concerned agency in co-ordination with NHAI, against all damages and claims, if any, due to the erection of 33KV Double Circuitelectrical cable line with pole.

For ESAL GREEN ENERGY PVT. LTD.

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- (ix) The NHAI has a right to terminate the permission or to extend the period of agreement. In case the Assistant Engineer wants shifting, repairs or alteration to 33KV Double Circuitelectrical cable with pole, he will have to furnish a separate bank guarantee.
- (x) The Licensee shall not without prior permission in writing from the NHAI Govt. of India or its authorized agency undertake any work of shifting, repairs or alterations to the said 33KV Double Circuitelectrical cable with pole.
- (xi) The permission granted shall not in any way be deemed to convey to The Assistant Engineer any ownership right or any interest in route/road/highway/ land/ property, other than what is herein expressly granted.
- (xii) During the subsistence of this agreement, the erection 33KV Double Circuitelectrical cable with pole located in highway land/property shall be deemed to have been constructed and continued only by the consent and permission of the NHAI so that the right of The Assistant Engineerto the use thereof shall not become absolute and indefeasible by laps of time.
- (xiii) The Assistant Engineershall bear the stamp duty charged for the agreement.
- (xiv) The 33KV Double Circuitelectrical cable with pole shall not be brought in to use by M/s. Droog estate private limitedunless a completion certificate to the effect that the erection of 33KV Double Circuitelectrical cable with pole 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.
- (xv) Notwithstanding anything NHAI contained herein this agreement may be cancelled at any time by the for breach of any condition of the same and The Assistant Engineershall 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.
- (xvi) The licensee shall have to provide barricading, danger lighting and other necessary caution boards while executing the work and during maintenance. If NHAI is required to do some emergent work The Assistant Engineer will provide an observer within 24 hours. NHAI will not be responsible for any damage of any kind by what so ever means natural or otherwise.
- (xvii) 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 of TNEB 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 ofM/s. Esal Green Energy Private Limited.
- 4. Shifting of 33KV Double Circuit electrical cable with poleas and when required by NHAI:M/s. Esal Green Energy Private Limitedshall shift the 33KV Double Circuitelectrical cable with pole within 90 days (or as specified by the respective agency/owner) from the date of issue of the notice by the NHAI, Govt. of India to shift/relocate the 33KV Double Circuitelectrical cable with pole, in case it is so required for the purpose of improvement/widening of the road/route/highway or

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construction of flyover/bridges and restore the road/land to its original condition at his own cost and risk

- 5. Shifting due to 6lining / widening of NH: After the termination/expiry of the agreement, M/s. Esal Green Energy Private Limitedshall remove the 33KV Double Circuitelectrical cable with pole within 90 days and the site shall be brought back to the original condition failing which the M/s. Esal Green Energy Private LimitedHowever, before taking up the work of removal of 33KV Double Circuitelectrical cable with pole M/s. Esal Green Energy 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.
- 6. Traffic movement during erection of 33KV Double Circuit electrical cable with pole 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. Esal Green Energy Private Limited.
- 7. If any claim is raised by the concessionaire then the same has to be paid by the applicant: M/s. Esal Green Energy Private Limitedshall 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. Esal Green Energy Private Limited. The concerned agency in co-ordination with NHAI shall also have a right to make good such damages/recover the claims by way of invoking of Bank Guarantee furnished by M/s. Esal Green Energy Private Limited. If M/s. Esal Green Energy Private Limitedfails to comply with the condition 5 and 6 above to the satisfaction of the NHAI, the same shall be got executed by the NHAI at the risk and cost of the M/s. Esal Green Energy Private Limited.
- We, M/s. Esal Green Energy Private Limited, Plot No.49, 1st Cross Street, 8. Vishal Nagar, Kundrathur, Chennai - 600069, Tamilnadu State, 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. Esal Green Energy Private Limited. Failing to discharge the obligation of making good the damages caused due to erection, the NHAI shall have a right to make good the damages caused due to erection at the cost of theM/s.Esal Green Energy Private Limited. And recover the amount by invoking the Bank Guarantee. In case the work contemplated is not completed to the satisfaction of NHAI, which has granted the permission, within a period of 11 months from the date of issue of the Bank Guarantee, M/s. Esal Green Energy Private Limited. Shall either furnish a fresh guarantee or extend the guarantee for a further period of one year.
- 9. Not to damage to other utility, if damaged, then to pay the losses either to NHAI or to the concerned agency.
- 10. In case the work contemplated is not completed to the satisfaction of NHAI, which has granted the permission within a period of 11months from the date of issue of the Bank Guarantees, The Assistant Engineer shall either furnish a fresh guarantee or extend the guarantee for a further period of one year.

For ESAL GREEN ENERGY PVT. LTD.

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- 11. We will relocate Cable lines/Utilities at our own cost, notwithstanding the permission granted within such time as will be stipulated by NHAI"for future six-lining or any other development."
- 12. We, M/s. Esal Green Energy Private Limited, Plot No.49, 1st Cross Street, Vishal Nagar, Kundrathur, Chennai 600069, Tamilnadu State, hereby undertake that "The existing avenue plantation is not affect due to the present proposed Erection of 33KV Electrical cable Line with NH 49 (New NH 87) of (Madurai to Ramanathapuram Section) along the Road from Km.28/475.00 to Km.29/995.00 (RHS) Along the Road length 1520m & Total no of Poles 40 Nos, Tamilnadu State.
- We, M/s. Esal Green Energy Private Limited, Plot No.49, 1st Cross Street, Vishal Nagar, Kundrathur, Chennai 600 069, Tamilnadu State, 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. Lr. No. RW/NH-33044/29/2015-S&R (R) dated 22.11.2016 as and when asked by NHAI. 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 constent to abide by the content of this circular from the date of its notification by MORTH, GOI and agree to pay the ground rent any other charges applicable for the section as applied by us.

Yours Faithfully,

For M/s. Esal Green Energy Private Limited

FOR ESAL GREEN ENERGY PVT. LTD

(Authorized Signatory) uthorised Signatory



தமிழ்நாடு तमिलनाडु TAMILNADU

9107/2025 DL 933891

MIS, ESAL GREEN ENERGY PRIVATE LIMITED, CHENNAI-600069

முத்திரைத்தாள் விற்பணையாளர் உரிமம் எண்ட : 33/2008/#நோரு.

Annexure-VI

INDEMNITY BOND

Name of Work: Erection of 33KV Lines NH - 49 (New NH - 87) of (Madurai to Ramanathapuram Section) along the Road from Km.28/475.00 to Km.29/995.00 (RHS) Along the Road length 1520m & Total no of Poles 40 Nos Tamilnadu State, National Highways, Ramanthapuram.

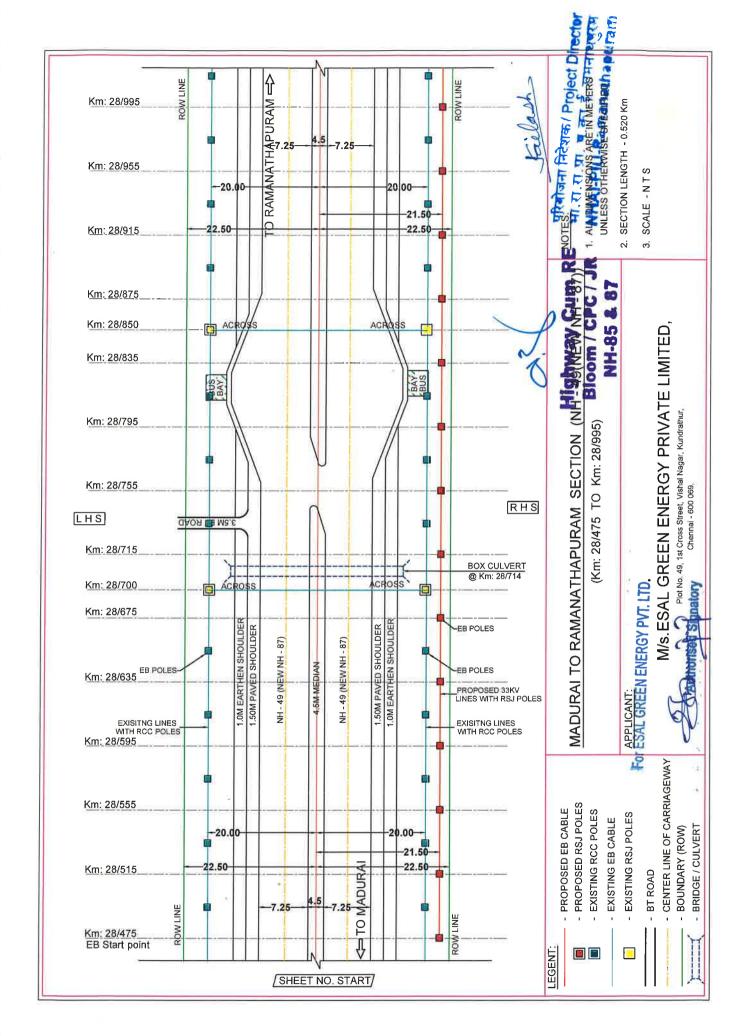
Indemnity against all damages and claims as per Sl. No. 5.6 of Checklist

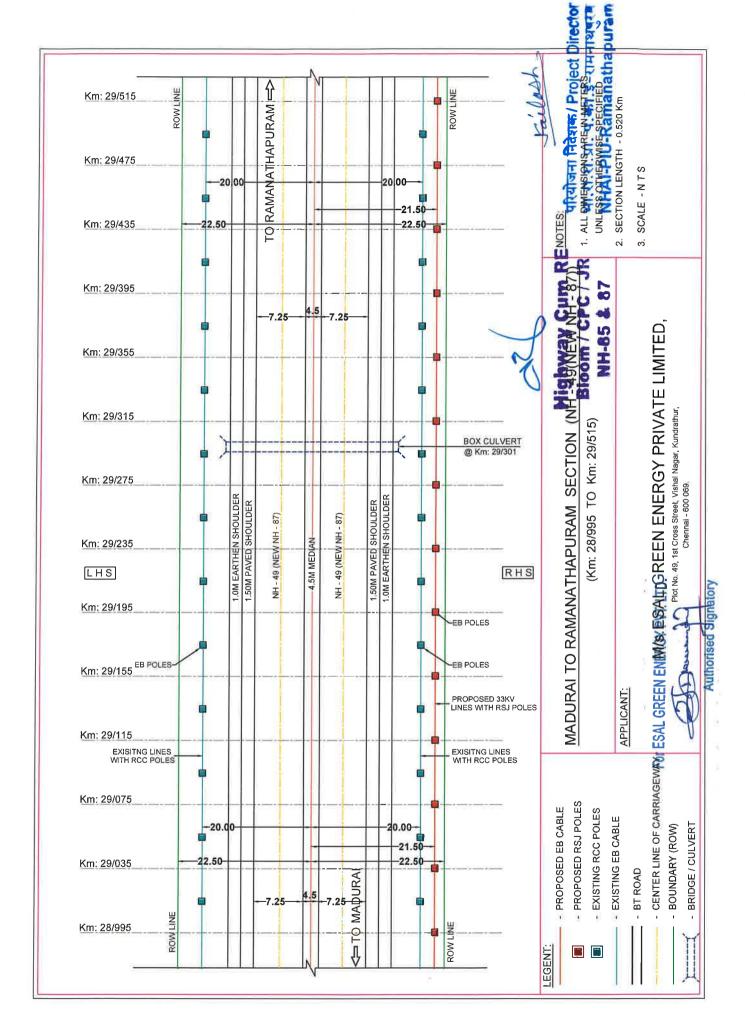
We, M/s. ESAL GREEN ENERGY PRIVATE LIMITED, PLOT NO.49, 1ST CROSS STREET, VISHAL NAGAR, KUNDRATHUR, CHENNAI - 600 069, Tamilnadu State do hereby indemnify Project Director, National Highways Authority of India, Project Implementation Unit, binding ourselves to pay all the losses and claims in respect of Erection of 33KV Lines NH - 49 (New NH - 87) of (Madurai to Ramanathapuram Section) along the Road from Km.28/475.00 to Km.29/995.00 (RHS) Along the Road length 1520m & Total no of Poles 40 Nos Tamilnadu State 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.

Yours Faithfully,

For ESAL GREEN ENERGY PVT. LTD.

M/s. ESAL GREEN ENERGY PRIVATE LANGE (Authorized Signatory)





GSTIN: 33AAECE4572A1Z4

CIN: U74999TN2016PTC113564



ESAL GREEN ENERGY PVT. LTD.

Plot No.49, 1st Cross Street, Vishal Nagar, Kundrathur, Chennal - 600 069. Power Generation, Trading & EPC: Wind Power, Solar, Thermal Power & Used wind turbines BUYING & SALES +91 9841724243 / 9941066696 / 9941066695 esalenergysolution@gmail.com | www.esalgreenenergy.com

EXTRACT OF RESOLUTION OF THE BOARD OF DIRECTORS OF M/S. ESAL GREEN ENERGY PVT LTD, REGISTERED OFFICE AT PLOT NO:49, FIRST CROSS STREET, VISHAL NAGAR, KUNDRATHUR, CHENNAI - 600 069 WAS PASSED AT THE MEETING OF THE BOARD OF THE SAID COMPANY HELD ON 15th Jun 2025 AT 9.30 AM WHEN A PROPER QUORUM WAS PRESENT.

FURTHER RESOLVED THAT Mr. J.Muthukumar, Director of the company to be and is hereby authorized to appoint our Director Mr. E.Ramakrishnan (Aadhar No. 3922 9559 7674) to sign and apply the related applications for NOC of National Highways Authority of India and related document at Near Thiruppachetthi Toll gate To Thiruppachetthi TNEB Sub Station behalf of the company.

FURTHER RESOLVED THAT the copies of the above resolutions certified to be true be submitted with NHAI- Ramanathapuram (Madurai) and they are requested to act thereon. We certify that the above resolutions were duly passed at the meeting of the Board of Directors of the company held at the registered office of the company on the 15th Jun 2025.

// CERTIFIED TRUE COPY//

For Esal Green Energy Pvt Ltd

J.Muthukumar.

Regd. Address: 1/196, South Street, Ambalavanapuram, Kavalkinaru (Via), Tirunelveli Dist - 627 133.

File No. PROJ-26016(55)/20/2025-PIU Ramanathapuram (Computer No. 297252) 69

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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-

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

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

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

Sir,

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

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

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

2. Laying of Utility Services along the National Highways:

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

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

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

Warry Arrivar

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. Fowards this, the top of the utility services shall be at food 0.6 materials and the ground level.

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

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

3. Laying of Utility Services across the National Highway:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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/tuility services & interference, interruption, disruption or failure caused thereof to any services etc.; Utility services such as nines etc (rate in nor m)

provided in the ducts already provided	D - 50
<= 300 mm dia/width	Rs 50
	Rs 100_
\geq 300 mm dia/width but \leq =1000 mm .	Rs 250
>1000 mm	
	Rs 500
Utility services such as towers etc (rate in Rs 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.

Wound Kinnon. (Manoj Kumar)

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

Copy to:

1. All Technical Officers in the Ministry of Road Transport & Highways

2. All ROs and ELOs of the Ministry

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:

- 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!

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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.
- 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.
- O 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.

Government of India Ministry of Road Transport and Highways

(Highway Administration Cell)

Transport Bhavan, I, Parliament Street, New Delhi — 110 001 No. NH-36094/01/2022-S&R(P&B) Dated: 17th April, 2023

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 Delhi110 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
- 7. ROs, ELOs and PIUs of the MoRTH.

Subject- Accommodation of Public and Industrial Utility Services along and across Highways-Policy guidelines: Clarifications OFC/Telecom cables.

Sir,

Following amendments are issued herewith with reference to Ministry's policy circular no RW/NH-33044/29/2015-S&R(R) dated 22.11.2016 regarding permission for laying of underground OFC/telecom cables in NH ROW with immediate effect:

Clause	Existing provision	Amendments
3.1	The utility services shall be permitted to cross the National Highway either	The utility services shall normally be permitted to cross the National
. e	through structure or conduits specially built for that purpose. The casing / conduit pipe should, as minimum,	Highway either through structure or conduits specially built for that purpose. The casing / conduit pipe
	extend from drain to drain in cuts and toe of slope to toe of slope in the fills	should, as minimum, extend from drain to drain in cuts and toe of slope
	and shall be designed in accordance with the provision of IRC and executed	to toe of slope in the fills and shall be designed in accordance with the
	following the Specifications of the Ministry.	provision of IRC and executed following the Specifications of the Ministry. Alternatively, for crossing
	g get y d	of NH by pipelines for petroleum products, Horizontal Directional
		Drilling (HDD) method may be used

Page 1 of 4

		without casing/ conduit pipe following the safety precautions and Codes as given in Annexure II.
5.	Charges for granting licence for use of highway land: For the purpose of license fee/lease rentals, the utilities	of highway land: For the purpose of
	have been divided into two categories; i) Public utilities and b) Industrial utilities as per the details given in Annexure I.	have been divided into two categories; i) Public utilities and b) Industrial
74	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	shall be equal to utilized NH land area X Prevailing Circle Rate of land per unit area X 10% per annum. Utilized NH land area shall include projection of utility on ground including area of support system / tower.
	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.	equal to utilized NH land area X Prevailing Circle Rate of land per unit
	License Fees (Rs/sq m/ month) = (Utilized NH land area X Prevailing Circle Rate of land per unit area) / (10 X 12) where,	minimum of Rs. 10,000/-, with 6% annual increment. Utilized NH land area shall include area of support system / tower but not
		include projection of utility on ground.

Page 2 of 4

Utilized NH land area = Projection of There shall be no license fee for OFC support system/tower.

However, for public utilities, area License fee for total term of license only be charged.

utility on the ground including area of cables crossing the NH through HDD method.

below the support system/tower shall (up to maximum of 5 years) shall be deposited in advance.

2. This issues with the approval of competent authority.

Your faithfully

(Rakesh Prakash Singh) Superintending Engineer (HA)

Copy to:

- 1. AS/ JS/CEs in MoRTH
- 2. Director, IAHE
- The Secretary General, Indian Roads Congress
- 4. Technical circular file of S&R(P&B) Section and Road Safety Engineering Cell
- 5. NIC-for uploading on Ministry's website under "What's new" Copy for information to:
 - 1. PS to Hon'ble Minister (RT&H)/ PS to Hon'ble MOS (RT&H)
 - 2. Sr. PPS to Secretary (RT&H)/ Sr. PPS to AS(H)/ Sr. PPS to AS&FA
 - 3. Sr. PPS to DG (RD) & SS/ Sr. PPS / PPS /PS to ADG-I/II/III/IV

(Rakesh Prakash Singh)

Superintending Engineer (HA)

Page 3 of 4

Annexure II

A. Codes/ publications for guidance on design of Horizontal Directional Drilling crossing for Petroleum Pipelines

- a) Oil Industry Safety Directorate Code: IOSD Code-141.
- b) American Gas Association PR-227-9424 "Installation of Pipelines by Horizontal Directional Drilling an Engineering Design Guide".
- c) American Society of Civil Engineering Practice No.89 "Pipeline Crossings Handbook".
- d) Directional Crossing Contractors Association publications "Guidelines for a Successful Directional Crossing Bid Package", "Directional Crossing Survey Standards" and "Guidelines for Successful Mid-Sized Directional Drilling Projects."
- B. Safety precautions and plan to be submitted along with the proposal for HDD crossings:
- a) Before taking up the HDD work, area to be scanned by suitable methods like GPR to locate all underground utilities. Accordingly, crossing plan and profile drawings to be developed showing all pipelines, utilities, cables and structures that cross the drill path, are parallel to and within 30m of the drill path and that are within 30m of the drilling operation, including mud pits and bore pits.
- b) Damage prevention plan to reduce or avoid the likelihood of damage to adjacent underground facilities, including pipelines, utilities, cables and other subsurface structures considering the accuracy of the method in locating existing structures and in tracking the position of the pilot string during drilling. Consideration should be given to having an auxiliary location system to include manual excavation to ensure that the drilling bit or reamer is following the projected path and does not encroach upon crossing or parallel lines. The damage prevention plan should include provision for sending notification to all affected parties.
- c) Safety plan to include contingency plans in the event the drilling string impacts subsurface facilities and identify facilities and resources to be utilized in the event of an emergency or any personnel injuries. The safety plan shall be reviewed on site with all construction personnel prior to the commencement of drilling operations.
- d) Plan for containment and disposal of drilling fluids, if used.
- e) Hydrostatic test plan that should consider pretesting of the fabricating string(s) prior to installing the crossing.
- f) Testing plan be agreed upon the measures like Cathodic protection, periodic inspection be outlined and Supplementary extra thickness of pipe be ensured to compensate for corrosion.
- g) Pipeline laying agencies to submit annual certificates of inspection after laying.

17/4/23

Page 4 of 4