

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

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

(Ministry of Road Transport & Highways, Government of India) क्षेत्रीय कार्यालय, मदुरै / Regional Office, Madurai

दूसरा व तीसरा तल, विजय कृष्ण प्लाजा, संख्या-1, लेक एरिया, मेलूर मेन रोड, माद्दुतावनी, मदुरै-625 107 2nd & 3rd Floor, Vijay Krishna Plaza, No.1, Lake Area, Melur Main Road, Mattuthavani, Madurai-625 107 दर्माष/Tele:+91-452-258 8999 वेब/Website: www.nhai.gov.in ई-मेल/E-mail:romadurai@nhai.org



NHAI/15018/4.6/04/2024/RO Madurai/E-257947/ \258

28th August, 2024

INVITATION OF PUBLIC COMMENTS

विषय: भाराराप्रा - क्षे.का. मदुरै- पकाई, त्रिची - Trichy - Madurai section of NH 38 - Laying of API 5L GR X 52, 8" X 6.4MM Thickness of CS and 2 Nos. of 125mm MDPE underground Gas Pipeline along the road from Km 22/760 to Km 24/160 (LHS) & across at Km 24/160, Km 25/692 for a total length of 1503.50 meters - Invitation of Public Comments -Reg.

प्रसंग :PD, Trichy Lr. no. NHAI/PD/TRY/Utility/Gaspipeline/NH 38/T-M/2024/1588 dated 10.08.2024.

The Proposal is regarding permission in Trichy - Madurai section of NH 38 for permission of laying of API 5L GR X 52, 8" X 6.4MM Thickness of CS and 2 Nos. of 125mm MDPE underground Gas Pipeline along the road from Km 22/760 to Km 24/160 (LHS) & across at Km 24/160, Km 25/692 in the State of Tamil Nadu by M/s Megha City Gas Distribution has been submitted to this office by the PD, PIU, Trichy Lr. no. NHAI/PD/TRY/Utility/Gaspipeline/NH 38/T-M/2024/1588 dated 10.08.2024 are in accordance with Ministry's latest guidelines Dt 22.11.2016 and Dt 17.04.2023.

2. The alignment proposed by M/s Megha City Gas Distribution for laying of underground Gas Pipeline along the road from Km 22/760 to Km 24/160 (LHS) by Open Trench method & across at Km 24/160, Km 25/692 by Trenchless method is as detailed under:

Stretch in Km	Length (m)	ROW (in m)		erect	ance of ion from (in m)	Remarks
		LHS	RHS	LHS	RHS	
Along NH-45B: Km 22/760 to Km 23/130	370	22.25	22.25	21.25		Laying of pipe line along the extreme edge of ROW at a distance of 1.0 m from ROW edge.



NHAI/15018/4.6/04/2024/RO Madurai/E-257947/ 12-58

28th August, 2024

Km 23/130 to Km 23/180	50	22.25	22.25	21.25	-	Laying of pipe line across by HDD Method at a minimum depth of 1.2 m from top of the subgrade.
Km 23/180 to Km 23/400 (LHS)	220	22.25	22.25	21.25	-	Laying of pipe line along the extreme edge of ROW at a distance of 1.0 m from ROW edge.
Km 23/400 to 23/470	70	22.25	22.25	21.25	-	Laying of pipe line across by HDD Method at a minimum depth of 1.2 m from top of the subgrade.
Km 23/470 to Km 24/160	690	22.25	22.25	21.25	_	Laying of pipe line along the extreme edge of ROW at a distance of 1.0 m from ROW edge.
Across NH- 45B: Km 24/160	45	22.25	22.25	糧等	-	Laying of pipe line across by HDD Method at a minimum depth of 1.2 m from top of the
Km 25/692	60	30	30	170	- ;	subgrade.

- The Right of Way available is 45-60 m in the aforesaid stretch. M/s Megha City Gas Distribution has proposed for laying of underground Gas Pipeline along the road from Km 22/760 to Km 24/160 (LHS) by Open Trench Method & Across at Km 24/160, Km 25/692 by Trenchless Method in the State of Tamil Nadu, which is in conformity with Ministry's Guidelines Dt 22.11.2016 and Dt 17.04.2023.
- 4) M/s Megha City Gas Distribution has furnished an Undertaking to the effect that the applicant will Shift the laid gas pipeline in future if required by NHAI at any time for expansion of the NH and the site shall be Restored back to the original condition. Further, mentioned that M/s Megha City Gas Distribution will also undertake not to damage any other utility, if damaged, will pay the losses either to NHAI or to the concerned agency.
- 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

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National Highways Authority of India

NHAI/15018/4.6/04/2024/RO Madurai/E-257947/12-58

28th August, 2024

available for public comments and the comments is invited within 30 days from the day 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

(एम चंद्रशेखर। M Chandrasekhar)

उप महाप्रबंधक (तक)। Dy. General Manager (Tech)

क्षे.का. मदुरै | RO-Madurai

संलग्न: As above

प्रतिलिपि:

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

List of Correspondences										
Receipt No. / Issue No.	Subject	Туре	Marked As	Attached On	Issued On	Pages	Remarks			
1038262/2024/PIU -TRICHY	Trichy – Madurai section of NH 38 – Laying of API 5L GR X 52, 8" X 6.4MM Thickness of CS and 2 Nos. of 125mm MDPE underground Gas Pipeline along the road from Km.22/760 to km.24/160 (LHS) & across at km.24/160, km.25/692 for a total length of 1503.50 meters – In principle approval – Requested	Receipt		13/08/2024 03:43 PM		1-86	Attachments			



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 - तिरुच्ची / Project Implementation Unit - Trichy नं : 39, III - क्रॉस स्ट्रीट, कल्याण सुंदरम नगर, करुमंडपम, तिरुचिरापल्ली - 620 001 No. 39, III - Cross Street, Kalyana Sundaram Nagar, Karumandapam, Tiruchirapalli - 620 001 इर/निle: +91-431 2482959 वेव / Web: www.nhai.org ई-मेल/E-mail: tri@nhai.org, trichynhai@gmail.com



NHAI/PD/TRY/Utility/Gas Pipeline/NH 38/T-M/2024/1588 August 10, 2024

To
The Regional Officer,
National Highways Authority of India,
2nd & 3rd floor, Vijay Krishna Plaza,
No.1, Lake Area, Melur Main Road,
Mattuthavani, Madurai – 625 107

Sub: NHAI – PIU Trichy – Trichy – Madurai section of NH 38 – Laying of API 5L GR X 52, 8" X 6.4MM Thickness of CS and 2 Nos. of 125mm MDPE underground Gas Pipeline along the road from Km.22/760 to km.24/160 (LHS) & across at km.24/160, km.25/692 for a total length of 1503.50 meters – In principle approval – Requested – Reg.

Ref: 1. Authorized Signatory, M/s. Megha City Gas Distribution (P) Ltd., Trichy letter no. Nil dt.24.05.2024

- 2. NHAI/PD/TRY/Gas pipeline/NH 38/TM/2024/986 dt.28.05.2024
- 3. Team Leader, M/s.Upham, Trichy letter no.UPHAM&SAC/TM/NH-38/2024/1848 dt.23.07.2024

Sir,

The Authorized Signatory, M/s. Megha City Gas Distribution (P) Ltd., Trichy submitted proposal vide reference dt.24.05.2024 seeking permission for laying of API 5L GR X 52, 8" X 6.4MM Thickness of CS and 2 Nos. of 125mm MDPE underground Gas Pipeline along the road from Km.22/760 to km.24/160 (LHS) & across at km.24/160, km.25/692 for a total length of 1503.50 meters in the Trichy – Madurai section of NH 45B (New NH 38).

2. The Team Leader, M/s. Upham, Trichy along with representative of M/s. Megha City Gas Distribution (P) Ltd., conducted joint inspection submitted their report vide ref. 3rd cited above and recommended the proposal subject to the following conditions. Compliance report submitted by the agency vide letter cited under reference 1st above are stipulated below:

10/08/21

CONT	01 11 m 1 1	0 11
S. No	Observations made by Team Leader	Compliance submitted
:1		by applicant
1	The requested underground gas pipeline along	Complied
	the project highway of NH 38 from km.22/760	
	to km.23/820 (LHS) and across at km.23/820,	
	km.25/692 for a total length of 1176.50m have	
	been verified as well as site and checked the	
	width of ROW mentioned is found in order.	
2	The ROW from km.23/400 to km.23/470 LHS	Complied, proposed to
	shall be demarcated, as the adjacent private	lay by HDD method in
	property's boundaries is close to the NHAI	the said location.
	boundaries. Accordingly the laying shall be	2.1
	relocated / demarcated as per the exact	
	boundaries.	
3	There is a major T-junction at Ch,23/800,	Complied. Crossing
	hence the crossings shall be shifted	location shifted by
	accordingly as per the found site conditions.	360m beyond the T-
	W W	junction.

The applicant has now furnished correct details duly indicating in the drawing. The drawings were duly signed by Project Director, PIU Trichy and enclosed.

3. In view of the above, the chamber portion location of the proposed gas pipeline of NH are detailed as under:

Location	Chainage	Side	Chamber
		*	Nos.
Vadugapatti	24.160	crossing	2
Vadugapatti	25.692	crossing	2
Total			4

- 4. In the light of the Team Leader report, the proposal has been examined with reference to MoRT&H guidelines dt.22.11.2016. The following are the observations:
 - i. The works shall be carried out strictly as per the drawing submitted by applicant.

10/08/201

- i. The works shall be carried out strictly as per the drawing submitted by applicant.
- ii. The laying of gas pipeline along the road should be at the depth of minimum 1.65m.
- iii. All the existing utilities are to be checked and verified by applicant before commencement of the work and ensure that no damage is caused to the existing utilities. Damages if any caused it has to be rectified by the applicant at their risk and cost.
- iv. The applicant has to ensure that avenue plantations, rain water harvesting system and boundary stones are not disturbed at the time of execution work. Damages if any caused it shall be got rectified by the applicant at their risk and cost.
- v. NHAI has every right to cancel the permission given, without assigning any reason.
- vi. The applicant shall shift the gas pipeline at an alternate location whenever NHAI make a request for the shifting of the same within 90 days from the receipt for which a fresh undertaking may also be obtained in stamp paper.
- vii. Performance BG towards restoration charges for Rs. 5,76,250/-as per Ministry circular shall be furnished by the applicant and the confirmation of BG shall also be obtained from the respective branch as per NHAI guidelines before entering into the agreement. In case of improper restoration after laying, BG shall be forfeited.
- viii. The applicant shall pay Rs. 56,371/- towards license fee for 5 years through Bharatkosh portal and furnish the receipt.
- ix. Wherever the live trees involved in the laying work of gas pipeline and to be cut down only after obtaining permission from the Revenue Authority and valuation report from the forest department and the trees to be cut in the presence of concessionaire / consultant.
- 4. a) The license fee has been calculated in line with the MoRT&H policy guidelines dt.22.11.2016 & 24.04.2023, based on the highest prevailing guideline rate of the village, after taking as detailed below:

10/08/2m

		License	fees for Pu	blic utility	pipe line) (R	s. / Sq.m	/ Month)		
	Uti	lized NH lan	d area X Pro	evailing circ	le rate of lar	nd per uni	t area * 1.5%	p.a.	
S. no	Village	Chainage		Side Length		Width	Utilized NH land area (sq.m)	Prevailin g circle rate of land per unit	License fee per month (private utility (Rs.)
		From	to	11101			. V	area (Sq.m) (Rs.)) E
1	Vadugapatti	22.760	22.800	LHS	40	0.453	18,12	1359.05	369.39
2	Vellur	22.800	24.160	LHS	1360	0.453	616.08	725.00	6699.87
3	Viralimalai	25.692	-	Crossing	60	0.45	27.00	1482.600	600.45
4	Vellur	24.160		Crossing	44.50	0.45	20.03	725.00	217.77
5	Vellur	24.160		Chamber	2.4	1.8	4.32	725.00	46.98
6	Vellur	24.160	300	Chamber	2.4	1.8	4.32	725.00	46.98
7	Viralimalai	25.692		Chamber	2.4	1.8	4.32	1482.60	96.07
8	Viralimalai	25.962	P.	Chamber	2.4	1.8	4.32	1482.60	96.07
	Total	- 53 11 1-32			1514		672.69		8173.59

License Fee per annum = Rs. 8173.59/-

Minimum License fee per year - Rs. 10,000/-

	10,0007
License Fee for 1 st year (6%)	Rs.10000
License Fee for 2 nd year	Rs.10600
License Fee for 3 rd year	Rs.11236
License Fee for 4 th year	Rs.11910
License Fee for 5 th year	Rs.12625
Total License Fee for 5 Years	Rs.56371

License fee for 5 years - Rs.56,371/- (Fifty Six Thousand Three Hundred & Seventy One only)

b) The amount of performance BG has been calculated in line with the MoRT&H policy guidelines dt.22.11.2016 as detailed below:

Total area of land to be utilized

Without chambers

- 1505 Rm

Along and across the road

- 1505 m

Rate of performance BG (>300mm) - Rs.250/-

Amount (1505*250)

Rs.3,76,250/-

(Crossing at 2 locations -Rs.2,00,000/-)

Crossing at km.24/160 & 25/692

-Rs.2,00,000/-

Total

-Rs.5,76,250/-





In view of above, the proposal of M/s. Megha City Gas Distribution, Trichy in the reference 1st cited, seeking permission for Laying of API 5L GR X 52, 8" X 6.4MM Thickness of CS and 2 Nos. of 125mm MDPE underground Gas Pipeline along the road from Km.22/760 to km.24/160 (LHS) & across at km.24/160, km.25/692 for a total length of 1503.50 meters in the Trichy – Madurai section of NH 45B (New NH 38) may be considered for according issuance of in principle approval.

Yours faithfully,

Encl: Proposal – 3 Nos. (2 Original – 1 Copy)

A.N. Plaves kun

(A.N. Praveen Kumar) DGM (T) & Project Director

Copy to:

- The Team Leader, M/s. Upham, Trichy for information.

- Authorized Signatory, M/s. Megha City Gas Distribution (P) Ltd, No.2/1st St Thomas Complex, Pudukkottai Road, Mathur, Pudukkottai, for information.



CERTIFICATE

Certified that, the proposed laying of Gas pipe line is confirming of all standard condition issued vide Ministry Circular No. RW/NH-33044/29/2015/S&R (R) dt.22.11.2016

Certified that, any other location of the gas pipe line would be extremely difficult and unreasonable costly and the installation of Gas pipe line within ROW will not adversely affect the design, stability & traffic safety of the Highway nor the likely future improvement such as widening of the carriageway, easing of curve etc., There is no proposal pending for 6 laning.

A.N. Plaveen Kumar)

DGM (T) & Project Director

PIU - Trichy

1038262/2024/PIU -TRICHY



CERTIFICATE

Certified that, necessary entries have been made in the Register of permissions accorded for laying of API 5L GR X 52, 8" X 6.4MM Thickness of CS and 2 Nos. of 125mm MDPE underground Gas Pipeline along the road from Km.22/760 to km.24/160 (LHS) & across at km.24/160, km.25/692 for a total length of 1503.50 meters in the Trichy – Madurai section of NH 45B (New NH 38) respectively at Page no. 79 in S. no. 15

A.N. Praveen Kumar)

(A.N. Praveen Kumar) DGM (T) & Project Director

PIU - Trichy



UPHAM INTERNATIONAL CORPORATION JV WITH SA INFRASTRUCTURE CONSULTS PVT. LTD. In Association With QUEST ENGINEERS & CONSULTANTS PVT. LTD.



NH-38, Trichy - Madurai, No:5, Sakthi Nagar, 9th Cross, Karumandapam, Trichy - 620 001. Ph: +91-4313596502 E-mail: uphamsacnh38@gmail.com

UPHAM &SAC/TM/NH-38/2024/1848

Date:23.07.2024

To

The Deputy General Manager (Tech) & Project Director,

National Highways Authority of India,

Office of the Project Director, PIU-Trichy,

Door No.39,3rd Cross Street,

Kalyana Sundram Nagar, Karumandapam, Tiruchirappalli - 620 0000:

NHAI - PIU - TRICHY
12 4 JUL 2024

Droin: | C.202

DATING

Project: Consultancy Services for Supervision Consultant of Operation & Maintenance of Four Laning of Trichy Bypass -Tovarankurichi - Madurai section of NH-38 (Oid NH no-45B) from Km.0/000 to Km.124/840 in the State of Tamil Nadu.

Subject: NHAI-PIU. Trichy -Trichy-Madurai Se

NHAI-PIU, Trichy-Madurai Section of NH 38 Laying of API 5L GR X52,8" X 6.4 mm Thickness of CS and 2 nos. of 125mm MDPE underground Gas pipeline along the road from km.22/760 to km.23/820 (LHS) & across at km.23/820, km.25/692 for a total length of 1176.50 m - Compliance of observations by the applicant sought for - Submission of Report - SC Comments - Reg.

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Ref:

- 1. Authorized Signatory, M/s. Megha City Gas Distribution Private Limited, Trichy letter no. nil dt.01.04.2024.
- 2. NHAI/PD/TRY/Utility/Gas Pipeline/NH 38/T-M/2024/589 dt. 03.04.2024.
- 3. UPHAM &SAC/TM/NH-38/2024/1638 dt. 16.04.2024.
- 4. NHAI/PD/TRY/Utility/Gas Pipeline/NH 38/T-M/2024/740 dt. 23.04.2024.
- 5. Authorized Signatory, M/s. Megha City Gas Distribution Private Limited, Trichy letter no. nil dt.24.05.2024.
- NHAI/PD/TRY/Utility/Gas Pipeline/NH 38/T-M/2024/986 dt. 28.05.2024.

Dear Sir,

With reference to the above subject, the proposal submitted by the Authorized signatory, M/s. Megha City Gas Distribution Private Limited, Trichy seeking permission for laying of API 5L GR X 52, 8"x6.4mm Thickness of CS and 2 nos. of 125mm MDPE underground Gas pipeline along the road from Km.22/760 to Km.23/820 (LHS) & across at Km.23/820, Km.25/692 for a total length of 1176.50 m of NH-38.

In this context, the site has jointly inspected by the Supervision Consultant with M/s. Megha City Gas Distribution Private Limited representatives as per the Ministry Policy Guidelines No.RW/NH-33044/29/2015/S&R(R) dated 22.11.2016 and furnishing the comments/observations as follows,

- 1. The requested underground gas pipeline along the Project highway of NH-38 from Km.22/760 to Km.23/820 (LHS) & across at Km.23/820, Km.25/692 for a total length of 1176.50 m have been verified as well as site and checked the width of ROW mentioned is found in order.
- 2. The ROW from Ch.23+400 to Ch.23+470 LHS shall be demarcated, as the adjacent private property's boundaries is close to the NHAI boundaries. Accordingly, the laying shall be relocated/demarcated as per the exact boundaries.
- 3. There is a Major T-Junction at Ch.23+800, hence the crossings shall be shifted accordingly as per the found site conditions.

S.C.

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UIC Head Office : 1101B. 11th Floor, Tower A-II, Ansal Corporate Park, Plot No:7A/1, Sector-142, Noida - 201 301. UP. India. Tele: +91-120 6
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In this regard, the above proposal is hereby recommended with the following conditions,

- 1. The Gas Pipeline should be laid in the extreme end of the ROW only.
- 2. The entire gas pipeline works should be as per the approved layout drawings.
- The laying of gas pipeline along the road should be at the depth of minimum 1.65m.
- 4. All crossing of gas pipeline should be done HDD method only.
- No digging of Main Carriage Way/Service Road/Avenue portions of the road shall be allowed.
- 6. Proper safety precautionary measures should be made available at site till the completion of work.
- 7. The approved drawings, methodology and undertakings for the above work should be strictly followed by the applicant.
- 8. In case of any defects found, the bank guarantee will be forfeited & appropriate action shall be taken.
- 9. During the execution of work, utmost care should be taken and not to cause any damages to the road properties such as existing utilities (EB Lines, Water Line, OFC etc.,) drains, service roads, shoulders, sign boards etc.,. Shifting of such cable line shall be done by the Concern department with their own risk and cost as and when required by the NHAI for any improvement works.
- 10. Excavation work shall be carried out as per the instructions of concerned NHAI/Supervision Consultant Representatives. The excavated earth should be properly filled to same condition as it was before digging.
- 11. While Carrying work the Existing Avenue Plantation should be protected. If any damages occurred applicant should be restored 1: 10 ratios of Plantation at their own cost.
- 12. During rainy season, extra care shall be taken to the excavated portions.
- 13. Necessary sign boards have to be provided in the working zone areas.
- 14. All the construction work should be carried out as per MORTH specification and IRC/IS guidelines.
- 15. The work has to be carried out as per the drawing and direction of NHAI/Supervision Consultant. If any deviation in the approved drawing should be informed to NHAI and get approval before execution of work.
- 16. Necessary permissions/Clearances and undertaken has to be carried out before commencement of work.
- 17. While execution of work the traffic follow should not be affected till the completion of work.
- 18. If any damages occurred on NHAI property utilities and road furniture the cost of damage/rectification to be borne by the applicant at their own cost as per NHAI norms and condition.

Hence, the proposal of the laying of underground gas pipeline along the road from Km.22/760 to Km.23/820 (LHS) & across at Km.23/820, Km.25/692 for a total length of 1176.50 m in Trichy - Madurai section of NH-38 in line with the Ministry Policy Guidelines No.RW/NH-33044/29/2015/S&R(R) dated 22.11.2016 may be considered for approval.

This is for kind information and further action please.

Thanking you,

Yours faithfully,

For M/s Upham International Corporation Limited, Trichy

K. Rajkumar Team Leader 1038262/2024/PIU -TRICHY

YYIYY



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 - तिरुच्ची / Project Implementation Unit - Trichy

परियोजना कार्यान्वयन इकाई - तिरुच्ची / Project Implementation Unit - Trichy नं : 39, III - क्रॉस स्ट्रीट, कल्याण सुंदरम नगर, करुमंडपम, तिरुचिरापल्ली - 620 001 No. 39, III - Cross Street, Kalyana Sundaram Nagar, Karumandapam, Tiruchirapalli - 620 001 बूर / Tele : +91-431 2482959 वेब / Web : www.nhai.org ई-मेल / E-mail : tri@nhai.org, trichynhai@gmail.com



NHAI/PD/TRY/Gas pipeline/NH 38/TM/2024/986

May 28, 2024

To
Team Leader,
M/s.UPHAM International Corporation, (NH 38)
No.5 – Sakthi Nagar, 9th cross,
Karumandapam, Trichy – 620001

M/s. Upham-Quest NN-45B
Trichy
Inward No: 648
Date: 80.05/84
Received: Laying of AP

Sub: NHAI – PIU Trichy – Trichy – Madurai section of NH 38 – Laying of API 5L GR X 52, 8" X 6.4MM Thickness of CS and 2 Nos. of 125mm MDPE underground Gas Pipeline along the road from Km. 22/760 to km. 23/820 (LHS) & across at km. 23/820, km. 25/692 for a total length of 1176.50m – Certain observations made by Team Leader - Compliance of observations by the applicant report Sought for – Reg.

Ref: 1. Authorized Signatory, M/s. Megha City Gas Distribution (P) Ltd., Trichy letter no. Nil dt.01.04.2024

2. Team Leader, M/s. Upham, Trichy letter no. UPHAM & SAC/TM/NH-38/2024/1638 dt. 16.04.2024

3. NHAI/PD/TRY/Utility/Retail Outlet/NH 38/T-M/2024/740 dt.23.04.2024

4. Authorized Signatory, M/s. Megha City Gas Distribution (P) Ltd., Trichy letter no. Nil dt.24.05.2024

With reference to the observations made vide lr dt.16.04.2024 by Team Leader, M/s. Upham International on the subject matter proposal, the applicant has attended the observations and submitted the reply as per letter dt.24.05.2024 and the copy of it is enclosed for verification at site and submission of report.

Yours faithfully,

Encl: Proposal – 1 No

A.N. Praven Kuman 28/05/2007

(A. N. Praveen Kumar) DGM (T) & Project Director

Copy to:

Authorized Signatory, M/s. Megha City Gas Distribution (P) Ltd, No.2/1st
 St Thomas Complex, Pudukkottai Road, Mathur, Pudukkottai, for information.

LICENSE FEES FOR PUBLIC UTILITY Utilized NH Land area X Prevailing Circle Rate of Land per Unit area X 1.5% per annum

ANNEXURE-II

SL. NO	NAME OF VILLAGE	CHAINA	GE IN KM	SIDE	LENGTH (L)	DIA OF	UTILIZED NH LAND	PREVAILING CRICLE RATE	LICENSE FEE (PRIVATE
	VILLAGE	FROM	ТО		(in mt)	PIPE (D)	AREA (D x	OF LAND PER UNIT	UTILITY) (Rs)
÷:						(m)	L) (sq.m)	AREA (sq.m) (Rs)	(R5)
1	Vadugapatti	22.760	22.800	LHS	40	0.453	18.12	1359.05	369.39
2	Vellur	22.800	24.160	LHS	1360	0.453	616.08	725.00	6699.87
3	Viralimalai	25.692	2	Crossing	60	0.45	27.00	1482.60	600.45
4	Vellur	- 24.160	-	Crossing	44.50	0.45	20.03	725.00	217.77
5	Vellur	24.160	5	Chamber	2.4	1.8	4.32	725.00	46.98
6	Vellur	24.160	2	Chamber	2.4	1.8	4.32	725.00	46.98
7	Viralimalai	25.692	*	Chamber	2.4	1.8	4.32	1482.60	96.07
8	Viralimalai	25.692		Chamber	2.4	1.8	4.32	1482.60	96.07
		TOTAL	Ly.		1514.00		698.51		8173.59

Minimum License Fee		10000
Add: 6% per annum for 2 year	600.0	10600
Add: 6% per annum for 3 year	636.0	11236
Add: 6% per annum for 4 year	674.2	11910
Add: 6% per annum for 5 year	714.6	12625

Minimum License Fee for Public Utility for 5 years

56371 /-

From: 1-7-2024 To: Current Date

Search Criteria

Zone:

Guideline Village:

Revenue District

Trichy

VELUR

PUDUKKOTTAI

Sub Registrar Office:

Revenue Village:

Revenue Taluka:

Viralimalai

VELLUR

VIRALIMALAI

Below Search results are as on 12-Aug-2024 06:59 PM

One item found.

St.No.	Street Name	Guideline Value (1) (British Value)	Guideline Value (□) (Metric Value)	Land Classification	Effective Sent Date	G.O.Bownload
1	SRI SHANMUGA NAGAR	67/ Square Feet	725/ Square Metre	Residential Special Type - II	01-Jul-2024	

Go Back To Main Menu

Zone: Goldeline Village Revenue District TRICHY
VADUGAPATTI
PUDUKKOTTAI

Sub Registrar Office: Revenue Village: Revenue Taluka:

MRALIMALAI VABUGAPATT VIRALIMALAI

Below Search results are as on 12-Aug-2024 07:02 PM

43 items found, displaying 1 to 10. [First/Prev] 1, 2, 2, 4, 5 [Next/Last]

St.No.	Survey/Subdivision No.	Guideline Value (□) (British Value)	Guideline Value (□) (Metric Value)	Land Classification	Effective Start Date	G.O.Download
1	<u>126/1A28</u>	5500000/ Acre	13590500/ Hectare	Dry Abutting National Highways Type - I	01-Jul-2024	
2	127/1	5500000/ Acre	13590500/ Hectare	Dry Abutting National Highways Type - I	01-Jul-2024	
3	127/10	5500000/ Acre	13590500/ Hectare	Dry Abutting National Highways Type - I	01-Jul-2024	8
4	127/11	5500000/ Acre	13590500/ Hectare	Dry Abutting National Highways Type	01-Jul-2024	
5	127/12	5500000/ Acre	13590500/ Hectare	Dry Abutting National Highways Type - I	01-Jul-2024	
6	127/13	5500000/ Acre	13590500/ Hectare	Dry Abutting National Highways Type - I	01-Jul-2024	
7	127/14	5500000/ Acre	13590500/ Hectare	Dry Abutting National Highways Type - I	01-Jul-2024	
8	127/15	5500000/ Acre	13590500/ Hectare	Dry Abutting National Highways Type - I	01-Jul-2024	
9	127/16	5500000/ Acre	13590500/ Hectare	Dry Abutting National Highways Type	01-Jul-2024	
10	127/2	5500000/ Acre	13590500/ Hectare	Dry Abutting National Highways Type - I	01-Jul-2024	

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Zona:

Guidelina Village: Revenue District: TRICHY

VIRALIMALAI PUDUKKOTTAI Sub Registrar Office:

Revenue Village: Revenue Taluka: VIRALIMALAI VIRALIMALAI VIRALIMALAI

Below Search results are as on 12-Aug-2024 07:04 PM

126 items found, displaying 1 to 10. [First/Prev] 1, 2, 3, 4, 5, 6, 7, 8

St.No.	Survey/Subdivision No.			Land Classification	Effective Start Date	G.O.Download
1	<u>143/2A</u>	6000000/ Acre	14826000/ Hectare	Dry Abutting National Highways Type	01-Jul-2024	
2	<u>143/28181</u>	6000000/ Acre	14826000/ Hectare	Dry Abutting National Highways Type - I	01-Jul-2024	
3	<u>143/28182</u>	6000000/ Acre	14826000/ Hectare	Dry Abuiting National Highways Type - I	01-Jul-2024	
4	<u>143/2B1B3</u>	6000000/ Acre	14826000/ Hectare	Dry Abutting National Highways Type - I	01-Jul-2024	The second second
5	<u>143/28184</u>	6000000/ Acre	14826000/ Hectare	Dry Abutting National Highways Type - I	01-Jul-2024	
6	<u>143/2B2B</u>	6000000/ Acre	14826000/ Hectare	Dry Abutting National Highways Type - I	01-Jul-2024	
7	147/1A1A	6000000/ Acre	14826000/ Hectare	Dry Abutting National Highways Type	01-Jul-2024	
8	147/1A1B	6000000/ Acre	14826000/ Hectare	Dry Abutting National Highways Type	01-Jul-2024	
9	147/1A2	6000000/ Acre	14826000/ Hectare	Dry Abutting National Highways Type	01-Jul-2024	
10	147/18	6000000/ Acre	14826000/ Hectare	Dry Abutting National Highways Type	01-Jul-2024	

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MEGHA CITY GAS DISTRIBUTION:

M(T)

NHAL - PIU - TRICHY

1 AQ

SE-T SE-2

SE-3 Accounts

YHE CO

Date: 24.05.2024

Sir,

To.

Sub: Laying of API 5L GR X 52, 8"X 6.4MM Thickness of CS and 2 Nos of 125mm MDPE Underground Gas Pipeline along the road from Km.22/760 to Km.24/160 (LHS) and Crossing @ Km.24/160, Km.25/692 of NH-45B Road (Trichy - Madurai Section) for a total length of 1503.50 meters in Tamil Nadu State - Proposal Submitted -Approval requested - Reg.

Ref:

4

(3)

-9

1. Our Letter dated 01.04.2024

The Project Director,

PIU, Trichy. Tamil Nadu.

National Highway Authority of India,

2. PD, NHAI, Trichy Letter No.NHAI/PD/TRY/Utility/Retail Outlet/NH 38/T-M/2024/740, dated:23.04.2024. *****

With reference to the letter 2^{nd} cited, the compliance to the point wise observations raised in the subject proposal are furnished below:-

SI.	Observation	Compliance Report
No. 1	There existing service is from Ch.22+760 to Ch.23+470 and therefore the laying of pipeline shall be shifted to the extreme edge of the Service Road. The details of which shall be properly incorporated in	Complied. Necessary changes incorporated in the drawings.
2.	the drawings. The ROW from Ch.23+400 to Ch.23+470 LHS shall be demarcated, as the adjacent private property's boundaries is abutting to the NHAI boundaries. Accordingly, laying shall be relocated / after demarcation at the exact identified	
3.	boundary. The checklist shall be corrected for S.No.5.5 where in the widening of NH is wrongly prescribed. Hence, the checklist shall be revised accordingly.	

No.2/1, St Thomas Complex, Pudukkottai Road, Mathur -622 515. www.meghagas.com

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



SI.	Observation	Compliance Report
4.	The electrical utilities, HT / LT lines shall be shifted to the extreme edge of the ROW at the applicant's cost s there are many utilities to be shifted based on the submitted proposal.	utilities.
5	The ROW is not sufficient from Ch.23+130 to Ch.23+180 to the said laying of pipelines and hence, following with HDD method of laying is proposed for the above stretch.	Complied, proposed to lay by HDD method in the said location.
6.	There is a Major T-Junction at Ch.23+800. Hence the crossings shall be shifted, to short distance crossing in NH adverting to the present site conditions.	
7.	Damages if any occurred on NHAI property, utilities and road furniture, the cost of damages / rectification to be borne by the applicant at their own cost as per NHAI norms and conditions, as per undertaking.	submitted.

Considering the above, We request that necessary permission may please be issued, so ask to enable to lay the Gas pipeline along the road NH-45B and the restoration charges may be intimated to the above address for making payment.

Thanking You Sir,

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

PROPOSAL FOR LAYING OF UNDERGROUND GAS PIPE LINE IN NH-45B ROAD (TRICHY - MADURAI SECTION) ALONG THE ROAD FROM KM.22/760 TO KM.24/160 (LHS) AND CROSSING @ KM.24/160, KM.25/692 FOR A TOTAL LENGTH OF 1503.50M (ALONG LENGTH=1400M BY OPEN TRENCH & ACROSS LENGTH=103.50M BY HDD METHOD)

SUBMITTED TO



THE DGM (TECH) & PROJECT DIRECTOR NATIONAL HIGHWAYS AUTHORITY OF INDIA No: 44, 1st Floor, Third Main Road, Ponnagar, Trichy- 620 001.

HIGHWAY ADMINISTRATION



THE DGM (TECH) & PROJECT DIRECTOR
NATIONAL HIGHWAYS AUTHORITY OF INDIA
'REGIONAL OFFICE'

2nd & 3rd Floor Vijay Krishna Plaza, No.1, Lake Area, Mattuthavani, Madurai - 625 007

<u>APPLICANT</u>



M/s. MEGHA CITY GAS DISTRIBUTION PRIVATE LIMITED

No.2/1, St Thomas Complex, Pudukkottai Road, Mathur – 622 515.

PROPOSAL PREPARED BY



M M CONSULTANCY

No. 40, 2nd Floor, Bharathi Street, Veerappan Chatiram (Post), Erode - 638 004. Mob.: 9787545861,6381022913

e-mail: mmconsultancyerode@gmail.com.

(Trichy – Madurai Section) along the road from Km.22/760 to Km.24/160 (LHS) and Crossing @ Km.24/160, Km.25/692 in National Highways, Tamilnadu.				
Cost of Restoration Charges Along the Road				
@ Rs. 100/- per meter (1400m x Rs. 100/-)	Rs.1,40,000/-			
Cost of Restoration Charges Across the Road				
@ Rs. 1,00,000/-(2Nos x Rs.1,00,000/-) per crossing	Rs.2,00,000/-			
Restoration Charges	Rs.3,40,000/-			
Centage Charges 23.5%	Rs.79,900			
Total Restoration Charges	Rs,4,19,900/-			



LICENSE FEES FOR PUBLIC UTILITY [Utilized NH Land area X prevailing Circel Rate of Land per unit area) X (1.5%)] ANNEXURE-II

SL.	NAME OF	CHAINA	GE IN KM	SIDE	LENGT	DIA OF	UTILIZED	PREVAILI	LICENSE FEE
NO	VILLAGE	FROM	ТО		H (L)	THE	NH LAND	NG	(PRIVATE
	1			Ald	ong the r	oad		. 1	
1	Vadugapatti	22.760	22.800	LHS	40	0.453	18.12	1359.05	369.39
2	velur ,	22.800	24.160	LHS	1360	0.453	616.08	540.00	4990.25
				Acı	oss the r	oad			- 5
3	velur	24.	.160	across	43.5	0.203	8.83	540.00	71.53
4	Viralimalai	25 .	.692	across	60	0.203	12.18	1482.60	270.87
- 8						-		Total	5702.04

Total License fee =Rs.5702.04/Annum	(minimum 1	0.000)
-------------------------------------	------------	--------

License For Public Utility for 1 Year	₹ 10,000.00
License For Public Utility for 2 Year	₹ 10,600.00
License For Public Utility for 3 Year	₹ 11,236.00
License For Public Utility for 4 Year	₹ 11,910.16
License For Public Utility for 5 Year	₹ 12,624.77
Total License For Public Utility for 5 Year	₹ 56,370.93



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GUIDELINE	VALUE 8	PROPERTY	Y VALU	ATION
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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: 1-4-2023 To: Current Date To know your Zone and District Click Here

View Guideline value

for:

OStreet Survey Number

Select Criteria:

Category Wise Survey Number Wise

Zone:*

Sub Registrar Office:*

Trichy

Viralimalai

Registration Village:*

Land Category* **VADUGAPATTI** Dry Abutting National Highways Ty Reset Search Search Criteria: **TRICHY** Zone: Sub Registrar VIRALIMALAI Office: Guideline **VADUGAPATTI** VADUGAPATTI (Village: Revenue Village: Revenue **PUDUKKOTTAI** District: VIRALIMALAI Revenue Taluka: Below Search results are as on 25-Sep-2023 06:04 PM 42 items found, displaying 1 to 10. [First/Prev] 1, 2, 3, 4, 5 [Next/Last]

1 2 3	<u>126/1A2B</u>	5500000/	13590500/			
3		Acre	Hectare	Dry Abutting National Highways Type - I	01-Apr- 2023	•
	<u>127/1</u>	5500000/ Acre	13590500/ Hectare	Dry Abutting National Highways Type - I	01-Apr- 2023	
4	<u>127/10</u>	5500000/ Acre	13590500/ Hectare	Dry Abutting National Highways Type - I	01-Apr- 2023	
	<u>127/11</u>	5500000/ Acre	13590500/ Hectare	Dry Abutting National Highways Type - I	01-Apr- 2023	
5	<u>127/12</u>	5500000/ Acre	13590500/ Hectare	Dry Abutting National Highways Type - I	01-Apr- 2023	° • • • • • • • • • • • • • • • • • • •
6	<u>127/13</u>	5500000/ Acre	13590500/ Hectare	Dry Abutting National Highways Type - I	01-Apr- 2023	-
7	127/14	5500000/ Acre	13590500/ Hectare	Dry Abutting National Highways Type - I	01-Apr- 2023	(#)

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22

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ımbers/Subdivisio	nting to 2.19 lakns st on numbers are avail	reets and over 4.46 C able on this site for qu	rores Survey Jery.
r Property Valuato perty is located.	ion, Click on the Stre	eet Name from the Str	eet List, where the
From: 1-4-2023	To: Current Date	To know your Zone	and District Click Here
View Guideline for:	value	, Ç	
○Street ● Su Number	rvey		
Select Criteria:			a a
© Category Wi Survey Number			
		Sub Ponic	trar Office:*

Registration Village:*

9/25/23, 6:03,PM

Land Category* **VELUR** Residential Class I Type - I Search Reset Search Criteria: Sub Registrar VIRALIMALAI Zone: **TRICHY** Office: Guideline **VELUR VELLUR** Village: Revenue Village: Revenue **PUDUKKOTTAI** VIRALIMALAI District: Revenue Taluka: Below Search results are as on 25-Sep-2023 05:58 PM 66 items found, displaying 1 to 10. [First/Prev] 1, 2, 3, 4, 5, 6, 7 [Next/Last]

Sr.No.	Survey/Subdivision Alo.	າ Guidəlinə Valuə (₹) (Brilləh Valuə)	Guideline Value (₹) (Metric Value)	Land Classification	Elischve Start Oste	G.O.Download
1	10/11	50/ Square Feet	540/ Square Metre	Residential Class I Type - I	17-Aug- 2023	
2	<u>10/3B</u>	50/ Square Feet	540/ Square Metre	Residential Class I Type - I	17-Aug- 2023	
3	100/2	50/ Square Feet	540/ Square Metre	Residential Class I Type - I	17-Aug- 2023	
4	100/3	50/ Square Feet	540/ Square Metre	Residential Class I Type - I	17-Aug- 2023	
5	100/4	50/ Square Feet	540/ Square Metre	Residential Class I Type - I	17-Aug- 2023	***
6	100/5	50/ Square Feet	540/ Square Metre	Residential Class I Type -	17-Aug- 2023	
7	100/6	50/ Square Feet	540/ Square Metre	Residential Class I Type - I	17-Aug- 2023	
8	100/7	50/ Square Feet	540/ Square Metre	Residential Class I Type - I	17-Aug- 2023	-
9	100/8	50/ Square Feet	540/ Square Metre	Residential Class I Type - I	17-Aug- 2023	

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

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

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

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

S.No.	ltem	Information/ Status	Remarks
1	General Information	2	
1.1	Name and Address of the Applicant/Agency	M/s. MEGHA CITY GAS DISTRIBUTION PRIVATE LIMITED	
		No.2/1, St Thomas Complex, Pudukkottai Road, Mathur-622 515.	
1.2	National Highway Number	NH - 45B Road (Trichy - Madurai Section)	
1.3	State	TamilNadu.	
1.4	Location	NH - 45B Road (Trichy - Madurai Section)	
1.5	(Chainage in km)	Along the road from Km.22/760 to Km.24/160 (LHS) and Crossing @ Km.24/160, Km.25/692	
1.6	Length in Meters	1503.50 meters	E 11
1.7	Width of available ROW		
	(a) Left side from center line towards increasing chainage/ km direction	Max: 30.00 Mts Min: 22.25 Mts	
	(b) Right side from center line towards increasing chainage/ km direction	Max: 35.25 Mts Min: 22.25 Mts	
1.8	Proposal to lay underground Gas pipe line.		2

A-N-Plaver Ku

DGM (T) & PROJECT DIRECTOR NATIONAL HIGHWAYS AUTHORITY OF INDIA

24-910 Trichy (Computer No. 257947) CHANDRA SEKHAR M, DGM (RO Madurai) - MCS, DEPUTY GENERAL MANAGER RO MADURAI, RO Madurai on 29/08/2024 05:52 PM

25

	(a) Left side from center line towards increasing chainage / km direction	Max: 29.00 Mts Min: 21.25 Mts	
	(b) Right side from center line towards increasing chainage/ km direction	Nil	13
1.9	Proposal to acquire land	No	
	(a) Left side from center line	Nil	
	(b) Right side from center line	Nil	
1.10	Whether proposal is in the same side where land is not to be acquired	No	K
	If not then where to lay the Pipe	No	
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 lane with service Road	
1.13	Proposed Number of lanes (2 lane with paved shoulders/4 / 6/8 lanes)	6 lane with with service Road	
1.14	Service road existing or not	Yes	
0.	If yes then which side		
	(a) Left side from center line	Yes, Shown in diagram	
	(b) Right side from center line	Yes, Shown in diagram	
1.15	Proposed Service road		
	(a) Left side from center line	NA	
	(b) Right side from center line	NA	
1.16	Whether proposal to lay Gas Pipe line is after the service road or between the service road and main	No, Close to ROW	
1.17	The permission for laying of Gas Pipe Line shall be considered for approval / rejection based on the Ministry Circulars mentioned as above. (a) Carrying of sewage/gas pipelines on highway bridges shall not be permitted as Fumes /gases pipes can accelerate the process of corrosion or may cause explosions, thus, being much more injurious than leakage of Gas. (b) Carrying of Gas Pipe lines on bridges shall also be discouraged. However, if the gas supply authorities seem to have no other viable alternative and approach the highway authority well in time before the design of the bridge is finalized, they may be permitted to carry the pipeline on independent	Considered for approval based on the NH circular.	

26

A.N. Plavee Kul File No. TNDIV-20022/12/2024-PIU Trichy (Computer No. 257947)

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	extended portions of piers and		
	abutments in such a manner that in		
	the final arrangement enough free	•	
	spade around the superstructure of		
	the bridge remains available for		
	inspection and repairs, etc		
	(c) Cost of required extension of the		
	substructure as well as that of the		
	supporting superstructure shall be		
	borne by the agency-in-charge of the		
	utilities.		
	(d) Services are not being allowed		1
	indiscriminately on the parapet/any		
	part of the bridges, Safety of the		
•	bridges has to be kept in view while		
	permitting various services along		
	bridge. Approvals are to be accorded		
	in this regard with the concurrence of		PK.
	the NH Project Director only.		
1.18	If crossings of the road involved		
	If Yes, it shall be either encased in		
	pipes or through structure or conduits		K .
	specially built for that purpose at the	Yes	
	expenses of the agency owning the		
	line		
	(a) Existing drainage structures shall	Laying only in Earthern	
	not be allowed to carry the lines.	surface	
	(b) Is it on a line normal to NH	Yes	
	(c) Crossings shall not be too near the	103	
		Crossings are involved away	
	existing structures on the National	from the structure	
	Highway, the minimum distance being	from the structure	
	15 meter. What is the distance from		
	the existing structures		
	(d) The casing pipe (or conduit pipe in		
	the case of electric cable) carrying		
	the utility line shall be of steel, cast	Yes	-
	iron, or reinforced cement concrete		
	and have adequate strength and be		
	large enough to permit ready		
	withdrawal of the carrier pipe/cable.		
	(e) Ends of the casing/conduit pipe		
	shall be sealed from the outside, so	Yes	
	that it does not act as a drainage path.		
	(f) The casing/conduit pipe should, as		
	minimum extend from drain to drain	Yes	
	in cuts and toe of slope toe of slope in		
	the fills.		
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NATIONAL HIGHWAYS AUTHORITY OF INDIA
PIU-TRICHY - 629 001.

	(g) The top pf the casing/conduit pipe should be at least 1.2 meter below	Yes	*:
	the surface of the road subject to being at least 0.3 m below the drain	-	
	inverts.		1.1
	(h) Crossing shall be by boring method	Yes	
	(HDD) specially where the existing road pavement is of cement concrete	ies	
	or dense bituminous concrete type.		
	(i)The casing/conduit pipe shall be		
	installed with an even bearing	<	
	throughout its length and in such a	Yes	
	manner as to prevent the formation of		
	a gasway along it.		
2	Document / Drawings enclosed with	Yes	
	the proposal	165	
2.1	Cross section showing the size of		
	trench for open trenching method (Is it	-	
	normal size of 1.2m deep X 0.3m	<u> 15</u>	
	wide)		
	(i) Should not be greater than 60 Cm wider than the outer diameter of the		
140	pipe		
	(ii) located as close to the extreme		
	edge of the right-of-way as possible	Yes	
	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 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 gas pipe line for HDD	Yes	
	method		
2.3	Strip plan/ Route Plan showing Gas		
	Supply pipe line, Chainage, width of		
	ROW, distance of proposed, pipe	Yes	
	line from the edge of ROW,		
	important mile stone, intersections,		
2.4	cross drainage works etc.		
2.4	Methodology for laying of showing Gas pipe line.	Yeş	

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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	Yes	
i.	(a) The trench width should be at least 30 cm, but not more than 60 cm wider than the outer diameter of the pipe.	Yes	
	(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.	Yes	
	(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.	Yes	
	(d) The side fill shall consist of granular material laid in 15 cm layers each consolidated by mechanical tampering and controlled addition of moisture to 95% of the Proctor's Density. Overfill shall be compacted to the same density as the material that had been removed. Consolidation 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.	Yes	
	(f) The excavation shall be protected by flagman, signs and barricades, and red lights during night hours.	Yes	
2 4 2	(g) If required, a diversion shall be constructed at the expense of agency owning the utility line Horizontal Directional Drilling (HDD)	Yes	V 18
2.4.2	Method	162	
2.4.3	Laying of Gas Pipe Line through CD works and method of laying	No.	

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	(a) On approaches, the water mains/cables shall be carried along a line as close to the edge of the right-of way as possible up-to a distance of 30 m from the bridge and subject to all other stipulations contained in this Ministry's guidelines issued with letter No.NH-HI/P/66/76 dated 19.11.1976.	Yes	
3	Draft License Agreement signed by two witnesses	Yes, enclosed with proposal	
4	Performance Bank Guarantee in favour of NHAI has to be obtained @ Rs100/- per running meter (parallel to	NC I	
5 ,	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	To be obtained.	
	shall be payable by the NH to the licensee for clearing debris/loose earth.		
4.1	Performance BG as per above is to be obtained.	To be obtained.	
4.2	Confirmation of BG has been obtained as per NHAI guidelines	To be obtained at the time of execution of Agreement.	
5	Affidavit / Undertaking from the Applicant.	Yes	Α
5.1	Not to Damage to other utility, if damaged then to pay the losses either to NHAI or to the concerned agency	Yes, enclosed with proposal	x
5.2	Renewal of Bank Guarantee	Yes, enclosed with proposal	
5.3	Confirming all standard condition of NH rules	Yes, enclosed with proposal	
5.4	Shifting of Gas pipe line as and when required by NH at their own cost	Yes, enclosed with proposal	
5.5	Shifting due to 4 laning / widening of NH	NA(Existing four lane road)	78
5.6	Indemnity against all damages and claims clause (xxiv)	Yes, enclosed with proposal	
5.7	Traffic movement during laying of Gas pipe line to be managed by the applicant	Yes, enclosed with proposal	دـــــ
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5.8	If any claim is raised by the Concessionaire then the same has to be paid by the applicant	Yes, enclosed with proposal	10
5.9	Prior approval of the NH shall be obtained before undertaking any work of installation, shifting or repairs, or alterations to the showing Gas Pipe line located in the National highway right-of-ways.	Yes, enclosed with proposal	
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 Gas Pipe line will be borne by the agency owning the line.	Yes, enclosed with proposal	
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 reasonable time (not exceeding 60	Yes, enclosed with proposal	
5.12	Certificate from the applicant in the	1.	
	following format (i) Laying of Gas Pipeline will not have any deleterious effects on any of the bridge components and roadway safety for traffic. (ii) for 8 -laning "We do undertake that I will relocate service road/approach road/utilities at my own cost notwithstanding the permission granted within such time as will be stipulated by NH" for future Eight - lanning or any other development."	Yes, enclosed with proposal	
6.	Who will sign the agreement on behalf of Gas pipe line agency	M/s. MEGHA CITY GAS DISTRIBUTION PRIVATE LIMITED No.2/1, St Thomas Complex, Pudukkottai Road, Mathur-622 515.	
7	Certificate from the Project Director.		
7.1	Certificate for confirming of all standard condition issued vide Ministry Circular No. Ministry Circular	()()	
	No. NH-41 (58)/68 dated 31.1.1969, Ministry Circular No. NH-III/P/66/76	(Yes)	

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	dated 18/19.11.1976, Ministry Circular No. RW/NH-III/P/66/76 dated 11.5.1982, Ministry Circular No. RW/NH-11037/1/86-DOI (ii) dated 28.7.1993, Ministry Circular No. RW/NH-11037/1/86/DOI dated 19.1.1995, Ministry Circular No. RW/NH-34066/2/95/ S&R dated 25.10.1999 and Ministry Circular No. RW/NH-34066/7/2003 S&R (B) dated 17.9.2003 and Ministry Circular No. RW/NH-33044/29/2015-S&R (R) dated 22.11.2016.	
7.2	Certificate from PD in the following format (i) "It is certified that any other location of the Gas pipeline would be extremely difficult and unreasonable costly and the installation of Gas pipeline within ROW will not adversely affect the design, stability & traffic safety of the highway nor the likely future improvement such as widening of the carriageway, easing	(Yes)
	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".	
8	If NH section proposed to be taken up by NHAI on BOT basis - a clause is to be inserted in the agreement. "The permitted Highway on which Licensee has been granted the right to lay cable/duct has also been granted as a right of way to the concessionaire under the concession agreement for up-gradation Along the road from Km.22/760 to Km.24/160 (LHS) and Crossing @ Km.24/160, Km.25/692 for a total length of 1176.50 meters in the state of Tamil Nadu, NH-45 on Build, Operate and Transfer Basis] and	N.A
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	therefore, the licensee shall honour the same."		
9	Who will supervise the work of laying of Gas pipeline	Consultants and relevant filed Officers of NH.	
10	Who will ensure that the defects in road portion after laying of Gas pipe line are corrected and if not corrected then what action will be taken.	according to the nature and	
11	Who will pay the claims for damages done/disruption in working of Concessionaire if asked by the Concessionaire.		
12	A certificate from PD that he will enter the proposed permission in the register of records of the permissions in the prescribed preformed (copy enclosed).	Yes.	
13	If any previous approval is accorded for laying of underground Gas Pipeline then Photocopy of register of records of permissions accorded as maintained by PD then copy be enclosed	Yes.	



A.N. Plaves Keiner THE PROJECT DIRECTOR

THE PROJECT DIRECTOR NATION NI HALPING TRICKING OF INDIA PIU-TRICKY - 629 001.

Annexure-l

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

1. The Gas pipe line shall be 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.

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

with the maintenance of the National Highways.

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

5. The authority/ owner of the under ground utility shall ensure that laying Gas pipe line 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 meter.

8. The Gas pipe line 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.

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

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

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

11. 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.

12. 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.

13. 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 Gas way

along it.

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

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

(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.

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

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

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

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

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

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

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

22. The licensee shall shift the Gas pipe line within 60 days (or as specified by the respective agency/owner) from the date of issue of the notice by the

NH / Govt. of India to shift/relocate the Gas pipe line, in case it is so required for the purpose of improvement/widening of the road/route/highway or construction of flyover/bridges and restore the road/land to its original condition at his own cost and risk.

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

facilities etc. before commencement of the excavation.

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

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

and cost of the licensee.

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

installation/utilities/facilities etc during trenching.

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

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

in the non-BT surface only.

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

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

agency designated by the NH.

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

for laying Gas pipe line.

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

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

repairs or alterations to the said Gas pipeline.

34. 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.

35. During the subsistence of this agreement, the laying of Gas Pipe Line /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.

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

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

Not 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 incurred.

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

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

42. 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.

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.

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

a) If the licensee fails to inform the commencement of laying of Gas pipe line 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 Circular No. Ministry Circular No. NH-41 (58)/68 dated 31.1.1969, Ministry Circular No. NH-III/P/66/76 dated 18/19.11.1976, Ministry Circular No. RW/NH-III/P/66/76 dated 11.5.1982, Ministry Circular No. RW/NH-11037/1/86-DOI (ii) dated 28.7.1993, Ministry Circular No. RW/NH-11037/1/86/DOI dated 19.1.1995, Ministry Circular No. RW/NH-34066/2/95/ S&R dated 25.10.1999 and Ministry Circular No. RW/NH-34066/7/2003 S&R (B) dated 17.9.2003 and Ministry Circular No. RW/NH-33044/29/2015-S&R (R) dated 22.11.2016.

An interim execution progress report /status report shall be submitted to NH HQ after one month of the start of the work at site, regarding the satisfactory progress of the laying of Gas pipe, as per the

specification/stipulation and the alignment as approved.

- d) The final completion certificate shall be issued/submitted by DE to the HQ to the effect that, the work has been completed to the entire satisfaction of the Divisional Engineer and there were no violation of any condition / stipulation contained in the agreement, Ministry Circular No. NH-III/P/66/76 dated 18/19.11.1976, Ministry Circular No. RW/NH-III/P/66/76 dated 11.5.1982, Ministry Circular No. RW/NH-11037/1/86-DOI (ii) dated 28.7.1993, Ministry Circular No. RW/NH-11037/1/86/DOI dated 19.1.1995, Ministry Circular No. RW/NH-34066/2/95/ S&R dated 25.10.1999 and Ministry Circular No. RW/NH-34066/7/2003 S&R (B) dated 17.9.2003 and Ministry Circular No. RW/NH-33044/29/2015-S&R (R) dated 22.11.2016(Same for Both NH /NHAI)
- e) To obtain a performance bank guaranty @ Rs. 100/- per running meter of NH and Rs.1,00,000/- per crossing of NH from the licensee to safe guard the interest of NH.
- f) A register of records of the permissions accorded has to be maintained by the DE in the prescribed proforma (copy enclosed)
- g) Divisional Engineer is authorized to sign an agreement (IN ACCORDANCE WITH THE MODEL AGREEMENT) with the applicant, on behalf of NH.





меда Сity Gras Distribution Private Limited, Pudukottai.

DT 769448

ப. பன்னர் செல்லம் முத்திரைத்தாள் விற்பனையாளர் உரிமம் எண் : 33/2008/சுரோடு.

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

Agreement to lay Telecom / OFC cable /electrical cable / <u>Gas Pipe line</u> / ducts etc, in NH-45B along the road from Km.22/760 to Km.24/160 (LHS) and Crossing @ Km.24/160, Km.25/692 of NH - 45B Road (Trichy - Madurai Section) for a total length of 1503.50 meters in National Highways, Trichy.

This Agreement made this ______ day of ______(month)_____of (year) between ____ acting in his executive capacity through_____ (hereinafter referred to as the "Authority" which expression shall unless excluded by or repugnant to the context include his successors in office and assigns) on the one part, M/s. Megha City Gas Distribution Private Limited, No.2/1, St Thomas Complex, Pudukkottai Road, Mathur - 622 515, a company registered under the Companies Act, 1956 and having its Registered Office at(hereinafter called the "Licensee") which expression shall unless excluded by repugnant to the context, include his successors / administrator assignees on the second part.

Whereas the Authority is responsible, inter-alia, for development and maintenance of lands in NH-45B along the road from Km.22/760 to Km.24/160 (LHS) and Crossing @ Km.24/160, Km.25/692 of NH - 45B Road (Trichy - Madurai Section) for a total length of 1503.50 meters in National Highways, Trichy.

Whereas the Licensee Proposes to lay Telecom cable / OFC cable / electrical cable / Gas 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-45B along the road from Km.22/760 to Km.24/160 (LHS) and Crossing @ Km.24/160, Km.25/692 of NH - 45B Road (Trichy - Madurai Section) for a total length of 1503.50 meters in National Highways, Trichy.

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

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

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

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

landscaped with required safety measures as directed by the concerned Authority.

- 11. The utility services shall be permitted to cross the National Highway either through structure or conduits specially built for that purpose. The casing /conduit pipe should, as minimum, extend from drain to drain in cuts and toe of slope to toe of slope in the fills and shall be designed in accordance with the provision of IRC and executed following the specifications of the Ministry.
- 12. Existing drainage structures shall not be allowed to carry the lines across.
- 13. The top of the casing/conduit pipe containing the utility services to cross the road shall be at least 1.2m below the top of the sub grade or the existing ground level whichever is lower, subject to being at lease 0.3m below the drain inverts. A typical sketch showing the clearances is given in Attachment-I.
- 14. The utility services shall cross the National Highway preferable on a line normal to it or as nearly so as practicable.
- 15. The casing/conduit pipe for crossing the road may be installed under the road embankment either by boring or digging a trench. Installation by boring method shall be preferred.
- 16. In case of trenching, the sides of the trench should be done as nearly vertical as possible. The trench width should be at least 30cm. but not more than 60cms wider than the outer diameter of the pipe. Filling of the trench shall conform to the specifications contained here-in-below or as supplied by the Highway Authority.
 - i. Bedding shall be to a depth not less than 30cm. it shall consist of granular material, free of lumps, clods and cobbles, and graded to yield a firm surface without sudden change in the bearing value. Unsuitable soil and rock edges should be excavated and replaced by selected material.
 - ii. The backfill shall be completed in two stages (i) side-fill to the level of the top of the pipe (ii) Overfill to the bottom of the road crust.
 - iii. The side fill shall consist of granular material laid in 15cm. Layers each consolidated by mechanical tamping and controlled addition of moisture to 95% of the Proctor's Density. Overfill shall be compacted to the same density as the

material that has been removed. Consolidation by saturation or ponding will not be permitted.

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

road/route/highway or construction of flyover/bridge and restore the road/land to its original condition at his own cost and risk.

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

- 27. Each day, the extent of digging the trenches should be strictly regulated so that utility services is laid and trenches filled up before the close of the work that day, filling should be completed to the satisfaction of the concerned agency designated by the Authority.
- 28. The Licensee shall indemnify the concerned agency in co- ordination with Authority, against all damages and claims, if any due to the digging of trenches for laying cables/ducts.
- 29. The permission for laying utility services is granted maximum for 5 years at a time, which can thereafter be considered for renewal. On payment of additional fee at the time of renewal, the permission shall automatically be renewed, unless defaults exist. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @ 15% per annum compounded annually.
- 30. The permission shall be valid only for it is issued and fee deposited. However, the Authority also has a right to terminate the permission or to extend the period of Agreement.
- 31. That the Licensee shall not undertake any work of shifting, repairs or alterations to the utility services without prior written permission of the concerned agency in co-ordination with the Authority.
- 32. The permission granted shall not in any way be deemed to convey to the Licensee any ownership right or any interest in route/road/highway/and/property. Other than what is herein expressly granted. No use of NH RoW will be permitted for any purpose other than that specified in the Agreement.
- 33. During the subsistence of this Agreement, the utility services located in highway land / property shall be deemed to have been constructed and continued only by the consent and permission of the Authority so that the right of the Licensee to the use thereof shall not become absolute and indefeasible by lapse of time.
- 34. The Licensee shall bear the Stamp Duty charged on this Agreement.
- 35. Three copies of 'as laid drawings' of utilities (hard and soft copies) with geo-tagged photographs and geo-tagged video recordings of laying of cables in the trench (with respect to the NH) and after complete restoration shall be submitted to the Authority for verification and record within a month of completion of works.
- 36. The Licensee shall allow free access to the Site at all times to the authorised representatives of Authority to inspect the Project Facilities and to investigate any matter within their Authority, and upon reasonable

notice, shall provide reasonable assistance necessary to carry out their respective duties and functions.

- 37. The Utility services shall not be made operational by the Licensee unless a completion certificate to the effect that the utility services has been laid in accordance with the approved specifications and drawings and the trenches have been filled up to the satisfaction of the concerned agency in coordination with the Authority has been obtained. Notwithstanding anything contained herein, this Agreement may be cancelled at any time by Authority for breach of any condition of the same and the Licensee shall neither be entitled to any compensation for any loss caused to it by such cancellations not shall it be absolved from any liability already incurred.
- 38. The Licensee shall ensure adherence to relevant Indian standards and follow best industry practices, methods and standards for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation repair and maintenance of any part of the utility lines/industrial infrastructure facilities and which practices, methods and standards shall be adjusted as necessary, to take account of:
 - a. Operation, repair and maintenance guidelines given by the manufacturers.
 - b. The requirements of Law.
 - c. The physical conditions at the Site, and
 - d. The safety of operating personnel and human beings.
- 39. The Licensee shall have to provide safety measures like barricading, danger lighting and other necessary caution boards while executing the work.
- 40. While laying utility services, at least one lane of road shall be kept open to traffic at all times. In case of single lane roads, a diversion shall be constructed. If any traffic diversion works are found necessary during the working period such diversion shall be provided at the cost of Licensee.
- 41. After the termination/expiry of the agreement, the Licensee shall remove the utility services within 90 days and the site shall be bought back to the original condition failing which the Licensee will lose the right to remove the utility services. However before taking up the work of removal of utility services the Licensee shall furnish a Bank Guarantee to the Authority for a period of one year for an amount assessed by the Authority as a security for making good the excavated trench by proper filling and compaction, clearing debris, loose earth produced due to excavation of trenching at least 50m away from the edge of the RoW.
- 42. Any disputes in interpretation of the terms and condition of this agreement or their implementation shall be referred to the redress mechanism

prevailing in the ministry and the decision of the redress mechanism shall be final and binding on all.

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

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

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

SIGNED SEALED AND DELIVERED FOR AND ON BEHALF OF AUTHORITY.

BY	SHRI							
(Si	gnatui	re,	name	8t	address	with	stamp))

SIGNED ON BEHALF OF M/s. Megha City Gas Distribution Private Limited, No.2/1,St Thomas Complex, Pudukkottai Road, Mathur - 622 515. (LICENSEE)

BY SHRI S.S. Power Cua (Signature, name & address with stamp

HOLDER OF GENERAL POWER OF ATTORNEY DATED EXECUTED IN ACCORDANCE WITH THE RESOLUTION NO. DATED PASSED BY THE BOARD OF DIRECTORS IN THE MEETING HELD ON IN THE PRESENCE OF (WITNESSES)

1. Govinda krishnan .k.

2. SANTHOSHIT



DT 769451

ப. பன்னிர்செல்வம் முத்திரைத்தாள் விற்பணையாளர் உரிமம் எண் : 33/2008/ஈடுராடு,

Annexure-V

UNDERTAKING

We, M/s. Megha City Gas Distribution Private Limited, No.2/1, St Thomas Complex, Pudukkottai Road, Mathur - 622 515, Laying of Gas Pipeline in NH-45B along the road from Km.22/760 to Km.24/160 (LHS) and Crossing @ Km.24/160, Km.25/692 of (Trichy - Madurai Section) in Tamilnadu State for a total length of 1503.50 Meters in National Highways, Trichy.

We here by undertake the Standard Conditions of NH Rules:

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

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

3. Confirming all standard conditions of NH:

- (i) The period of validity of Way permission shall be co-terminus with the validity of licensee given by the Ministry of Communications / DoT.
- (ii) The cable shall be laid at the edge of the right of way within 2mutility corridors.
- (iii) The top of the casing conduit pipe containing the cables shall be at least 1.20m below the surface of the road subject to being at least 0.3m below the drain inverts.
- (iv) The licensee has to cross the NH by horizontal drilling method (trenchless technology only). In case any damage is caused to the road pavement in this process, M/s. Megha City Gas Distribution Private Limited will be required to restore the same to the original condition at his own cost.
- (v) Existing CD works shall not be allowed for laying the Gas Pipeline and shall be Acrossed by HDD method only.
- (vi) No trenching will be done on link road, boring method will be used in link road and cable will be laid at the extreme edge of the road in the non-BT surface only.
- (vii) The licensee shall inform/give a notice to the NH or its authorized agency at least 15 days in advance with route details prior to digging

trenches for fresh or maintenance/repair work. A separate work plan and a separate performance Bank Guarantee @ Rs100/- per meter length for maintenance/ repair work shall have to be furnished by M/s. Megha City Gas Distribution Private Limited.

- (viii) Each day, the extent of digging the trenches should be strictly regulated so that cables are laid and trenches filled up before the close of the work that day. Filling should be completed to the satisfaction of the concerned agency designated by the NH.
- (ix) The Licensee shall indemnify the concerned agency in co-ordination with NH, against all damages and claims, if any, due to the digging of trenches for laying cables/ducts.
- (x) The NH has a right to terminate the permission or to extend the period of agreement. In case the M/s. Megha City Gas Distribution Private Limited wants shifting, repairs or alteration to telecom cables/ducts, he will have to furnish a separate bank guarantee.
- (xi) The Licensee shall not without prior permission in writing from the NH or its authorized agency undertake any work of shifting, repairs or alterations to the said telecom cables/ducts.
- (xii) The permission granted shall not in any way be deemed to convey to M/s. Megha City Gas Distribution Private Limited any ownership right or any interest in route/road/highway/ land/ property, other than what is herein expressly granted.
- (xiii) During the subsistence of this agreement, the laying telecom cables/ducts located in highway land/property shall be deemed to have been constructed and continued only by the consent and permission of the NH so that the right of M/s. Megha City Gas Distribution Private Limited to the use thereof shall not become absolute and indefeasible by laps of time.
- (xiv) M/s. Megha City Gas Distribution Private Limited shall bear the stamp duty charged for the agreement.
- (xv) The telecom cables shall not be brought in to use by M/s. Megha City Gas Distribution Private Limited unless a completion certificate to the effect that the laying gas pipeline/ducts has been laid in accordance with the approved specifications and drawings and the trenches have been filled up to the satisfactions of the concerned agency in coordination with the owner has been obtained.
- (xvi) Notwithstanding anything NH contained herein this agreement may be cancelled at any time by the for breach of any condition of the same and M/s. Megha City Gas Distribution Private Limited shall neither be

- entitled to any compensation for any loss caused to it by such cancellation nor shall it be absolved from any liability already incurred.
- (xvii) The licensee shall have to provide barricading, danger lighting and other necessary caution boards while executing the work and during maintenance. If NH is required to do some emergent work M/s. Megha City Gas Distribution Private Limited will provide an observer within 24 hours. NH will not be responsible for any damage of any kind by what so ever means natural or otherwise.
- (xviii) The enforceability of the Right-of Way permission granted here in shall be restricted to the extent of provisions/scope of service contained/defined in the license agreement of the License with Department and for the purpose for which it is granted. Either by content or by intent, the purpose extending this Right-of Way facility is not to enhance the scope of M/s. Megha City Gas Distribution Private Limited.
- (xix) Shifting of OFC as and when required by NH: M/s. Megha City Gas Distribution Private Limited shall shift the gas pipeline/ducts within 90 days (or as specified by the respective agency/owner) from the date of issue of the notice by the NH to shift/relocate the cables/ducts, in case it is so required for the purpose of improvement/widening of the road/route/highway or construction of flyover/bridges and restore the road/land to its original condition at his own cost and risk
- 4. Shifting due to 4 lining / widening of NH: After the termination/expiry of the agreement, M/s. Megha City Gas Distribution Private Limited shall remove the cables/ducts within 90 days and the site shall be brought back to the original condition failing which the M/s. Megha City Gas Distribution Private Limited will lose the right to remove the gas pipeline/ducts. However, before taking up the work of removal of gas pipeline the M/s. Megha City Gas Distribution Private Limited 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.
- 5. Traffic movement during lying of Gas pipeline to be managed by the applicant: If any traffic diversion works are found necessary during the working period such diversion shall be provided at the cost of M/s. Megha City Gas Distribution Private Limited.



- 6. If any claim is raised by the concessionaire then the same has to be paid by the applicant: M/s. Megha City Gas Distribution Private Limited shall be solely responsible/ liable for full compensation/indemnification of concerned agency/aggrieved owner for any direct, indirect or consequential damage caused to them/claims or replacement sought for, at the cost and risk of M/s. Megha City Gas Distribution Private Limited. The concerned agency in coordination with NH shall also have a right to make good such damages/recover the claims by way of invoking of Bank Guarantee furnished by M/s. Megha City Gas Distribution Private Limited. If M/s. Megha City Gas Distribution Private Limited fails to comply with the condition 5 and 6 above to the satisfaction of the NH, the same shall be got executed by the NH at the risk and cost of the M/s. Megha City Gas Distribution Private Limited.
- 7. We, M/s. Megha City Gas Distribution Private Limited, No.2/1, St Thomas Complex, Pudukkottai Road, Mathur - 622 515, 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 against improper restoration of ground in filling/unsatisfactory compaction/damages caused to other underground installation utility services & interference interruption, disruption of failure caused thereof to any services etc. In case, M/s. Megha City Gas Distribution Private Limited. Failing to discharge the obligation of making good the damages caused due to excavated trench, the NH shall have a right to make good the damages caused due to excavation at the cost of the M/s. Megha City Gas Distribution Private Limited and recover the amount by invoking the Bank Guarantee. In case the work contemplated is not completed to the satisfaction of NH, which has granted the permission, within a period of 11 months from the date of issue of the Bank Guarantee, M/s. Megha City Gas Distribution Private Limited Shall either furnish a fresh guarantee or extend the guarantee for a further period of one year.
- 8. Not to damage to other utility, if damaged, then to pay the losses either to NH or to the concerned agency.
- 9. In case the work contemplated is not completed to the satisfaction of NH, which has granted the permission within a period of 11months from the date of issue of the Bank Guarantees M/s. Megha City Gas Distribution Private Limited shall either furnish a fresh guarantee or extend the guarantee for a further period of one year.
- 10. We will relocate Gas pipelines/Utilities at our own cost, notwithstanding the permission granted within such time as will be stipulated by NH "for future four-lining or any other development."



- 11. We, M/s. Megha City Gas Distribution Private Limited, No.2/1, St Thomas Complex, Pudukkottai Road, Mathur 622 515, hereby undertake that "The existing avenue plantation is not affect due to the present proposed Gas Pipeline in NH-45B along the road from Km.22/760 to Km.24/160 (LHS) and Crossing @ Km.24/160, Km.25/692 of (Trichy Madurai Section) in Tamilnadu State for a total length of 1503.50 Meters in National Highways, Trichy.
- 12. We, M/s. Megha City Gas Distribution Private Limited, No.2/1, St Thomas Complex, Pudukkottai Road, Mathur 622 515, hereby undertake to adopt open trench method where the available width of ROW 15.00 m or more and trench less technology (HDD)where the available width of ROW is less than 15.00m.
- 13. We, M/s. Megha City Gas Distribution Private Limited, No.2/1, St Thomas Complex, Pudukkottai Road, Mathur 622 515, hereby undertake that the pay the fee/rent as mentioned in the Ministry's Guidelines Lr. No. RW/NH-33044/29/2015-S&R (R) dated 22.11.2016 as and when asked by NHAI.
- 14. We, M/s. Megha City Gas Distribution Private Limited, No.2/1, St Thomas Complex, Pudukkottai Road, Mathur 622 515, hereby undertake that the HDD method will be adopted for crossings of all cross roads at grade separators, at grade junctions and wherever required and in the buildup areas as per the instructions of NHAI officials.
- 15. Lr. No. RW/NH-33044/29/2015-S&R (R) dated 22.11.2016 as and when asked by NH. Reference Circular issued by Ministry of Road Transport & Highways, GOI, Circular No. RW/NH-33044/29/2015-S&R (R) dated 22.11.2016. Where in, the last paragraph that "The Highway Administration Rules 2004 will be modified accordingly. This circular will come in to effect from the date of notification of the modified Highway Administration Rule" So we hereby give our constant to abide by the content of this circular from the date of its notification by NH, GOI and agree to pay the ground rent any other charges applicable for the section as applied by us.

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

(Authorized Signatory)



தமிழ்நாடு तमिलनाडु TAMILNADU 23.05.2024 DT 769452
Megha City Gras Distribution
Private Limited ப. பன்னர்செல்வும்
Pudukottai.

முத்திரைத்தாள் விற்பனையாளர் a_riflubub eredor: 33/2008/#-@grr(B.

Annexure-VI

INDEMNITY BOND

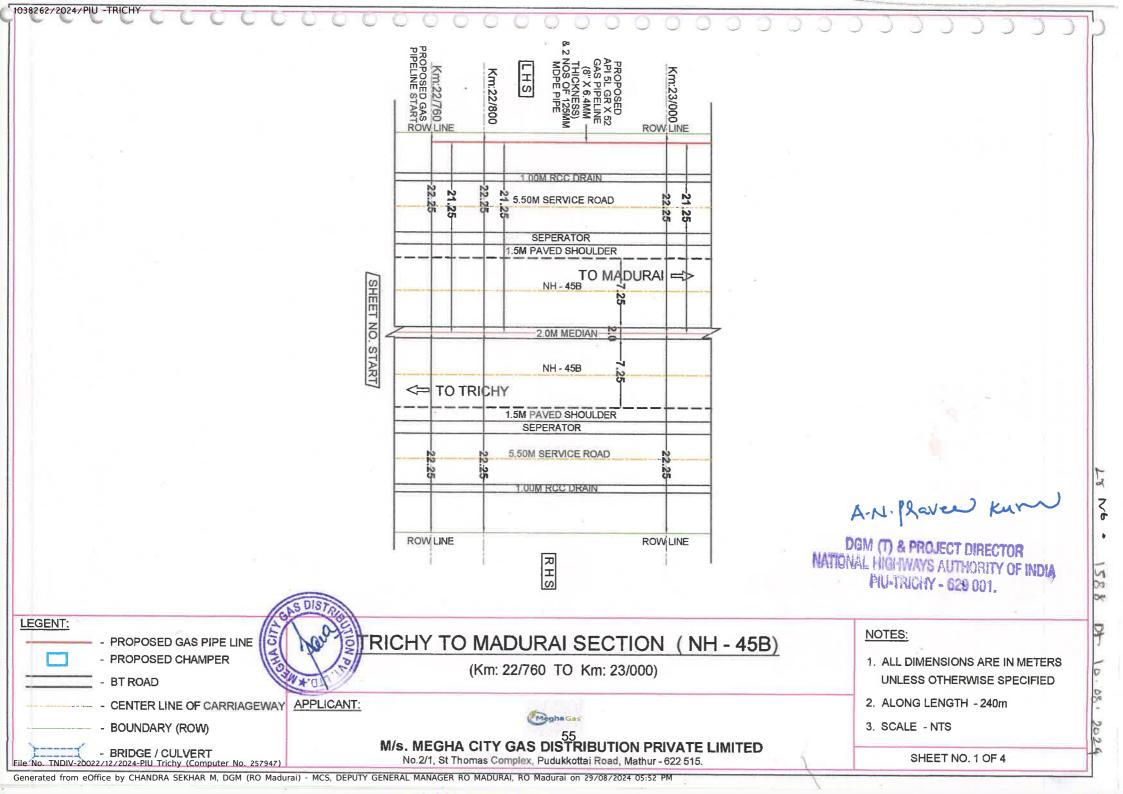
Name of Work: Laying of Gas Pipeline in NH-45B along the road from Km.22/760 to Km.24/160 (LHS) and Crossing @ Km.24/160, Km.25/692 of (Trichy - Madurai Section) in Tamilnadu State for a total length of 1503.50 Meters in National Highways, Trichy.

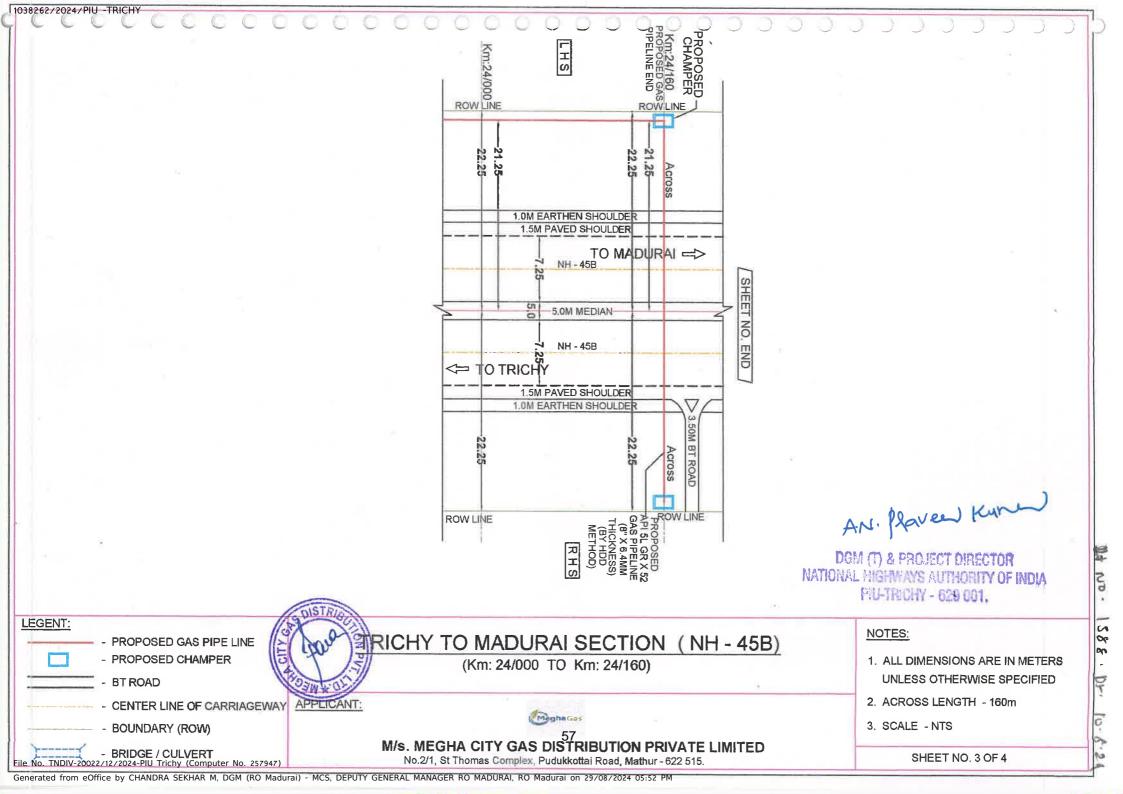
Indemnity against all damages and claims as per Sl. No. 5.6 of Checklist

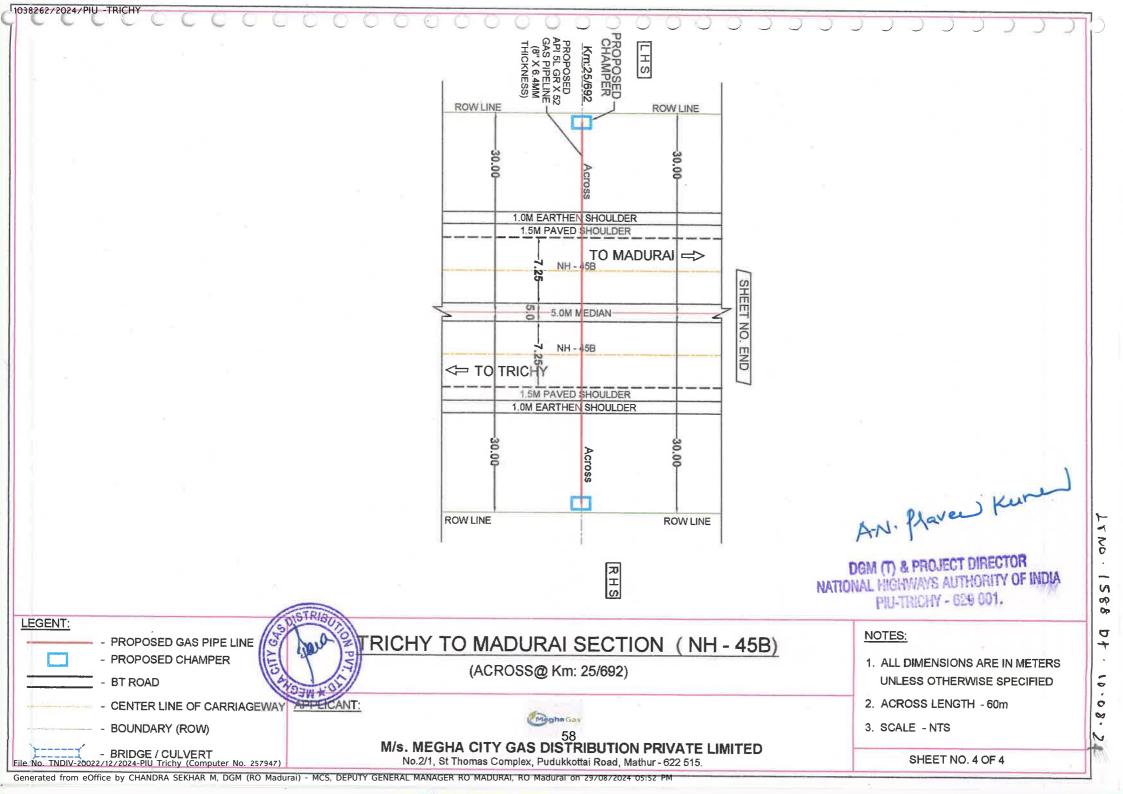
We, M/s. Megha City Gas Distribution Private Limited, No.2/1, St Thomas Complex, Pudukkottai Road, Mathur - 622 515, do hereby indemnify Project Director, National Highways Authority of India, Project Implementation Unit binding ourselves to pay all the losses and claims in respect of laying of gas pipeline in NH-45B along the road from «Km.22/760 to Km.24/160 (LHS) and Crossing @ Km.24/160, Km.25/692 of (Trichy -Madurai Section) in Tamilnadu State for a total length of 1503.50 Meters in National Highways, Trichy. or maintenance thereof and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof in relation there to. Failing such payments of claims in the above work we abide in accepting for recovery of such claims affected from any of our assets.

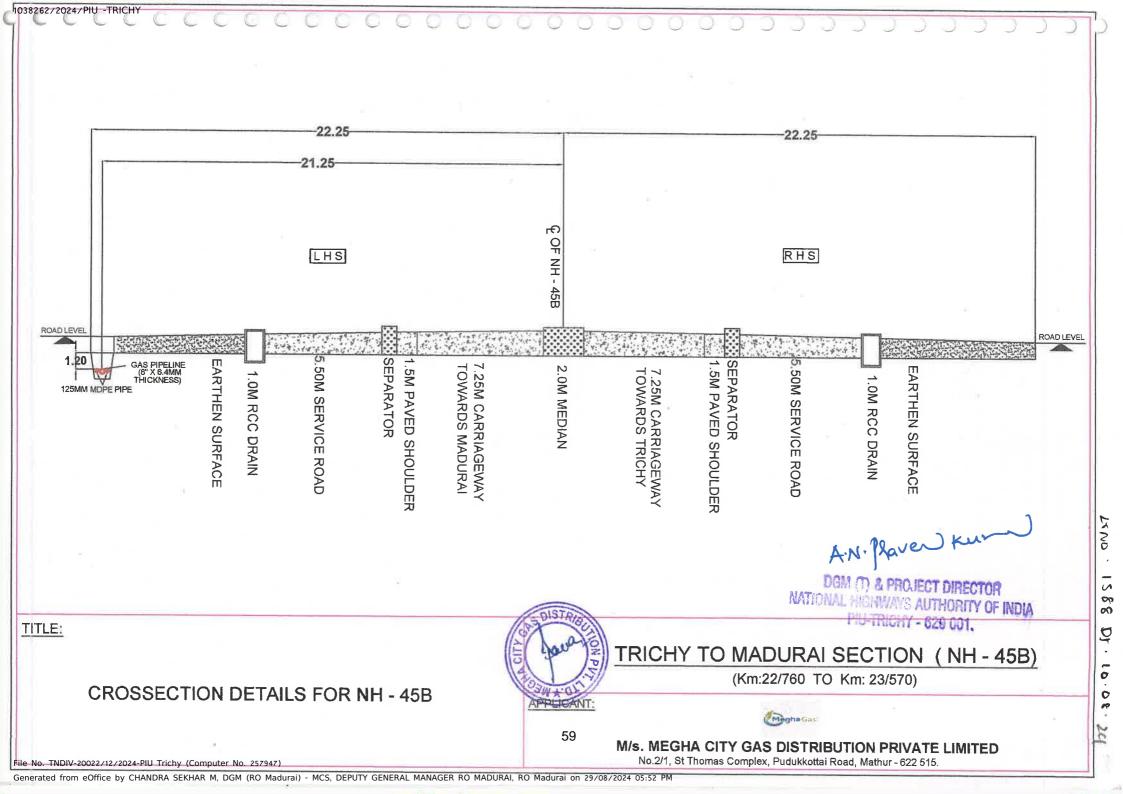
For Mis. Megha City Gas Distribution Private Limited,

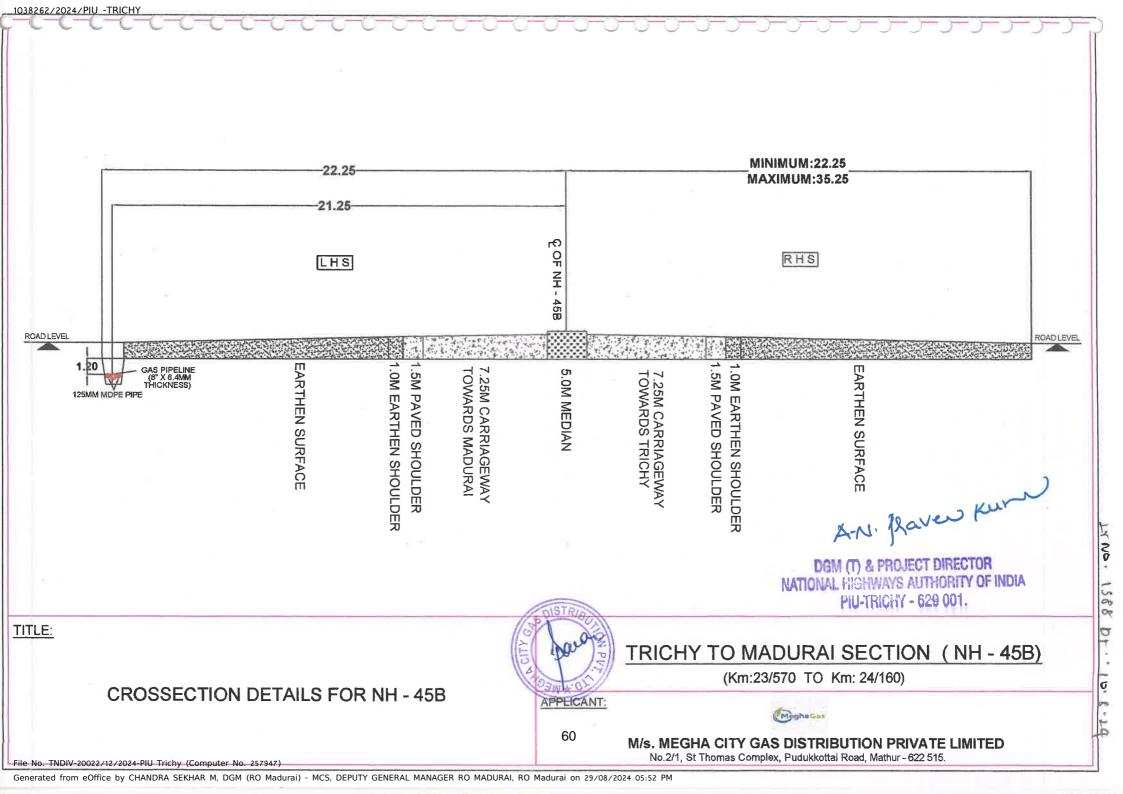
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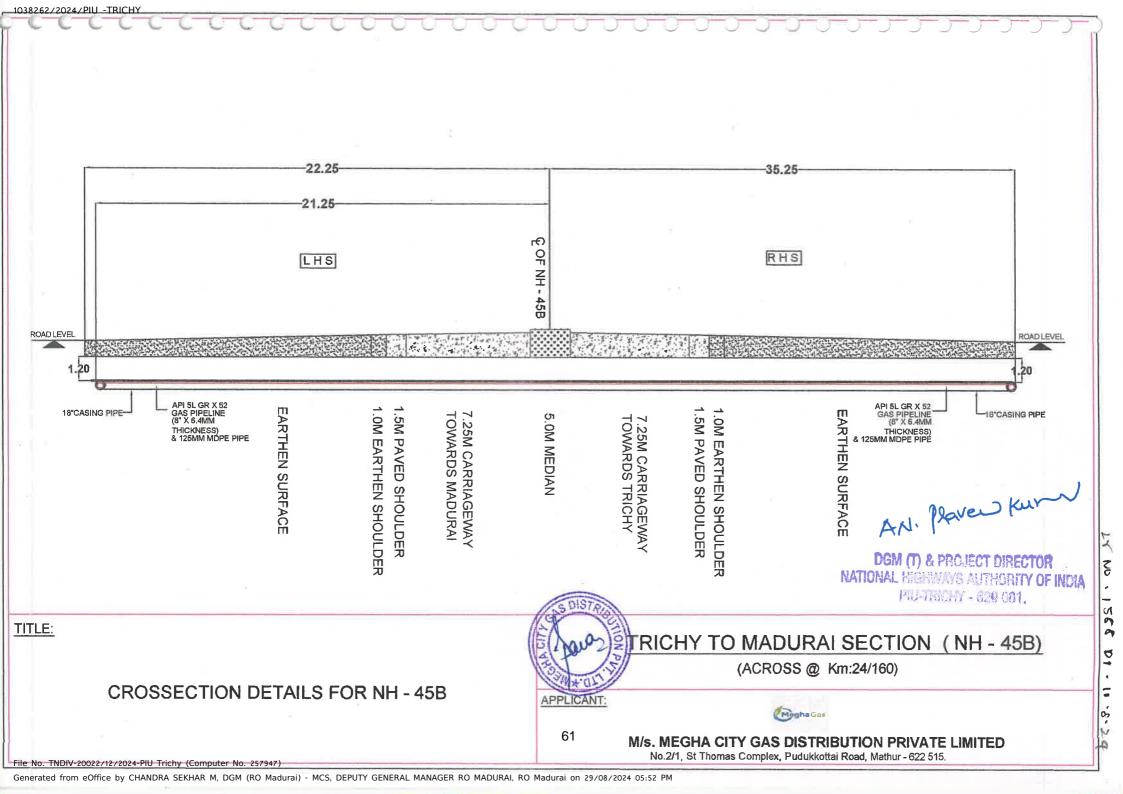


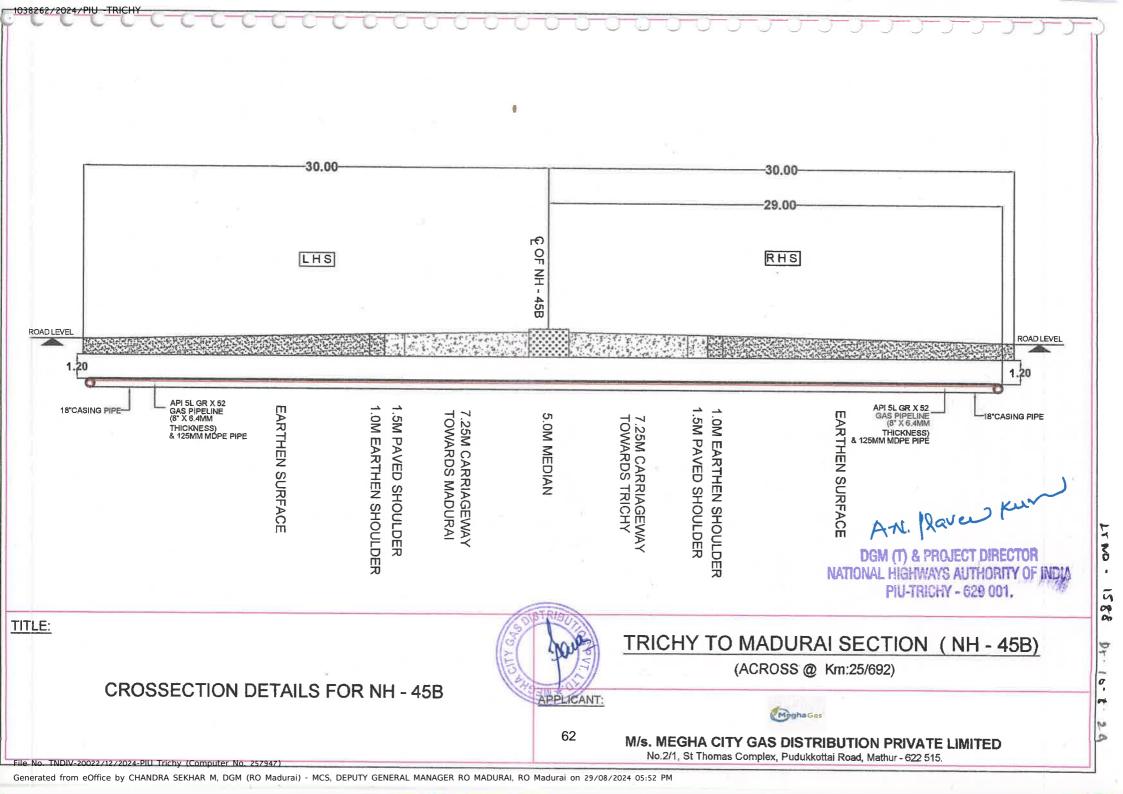


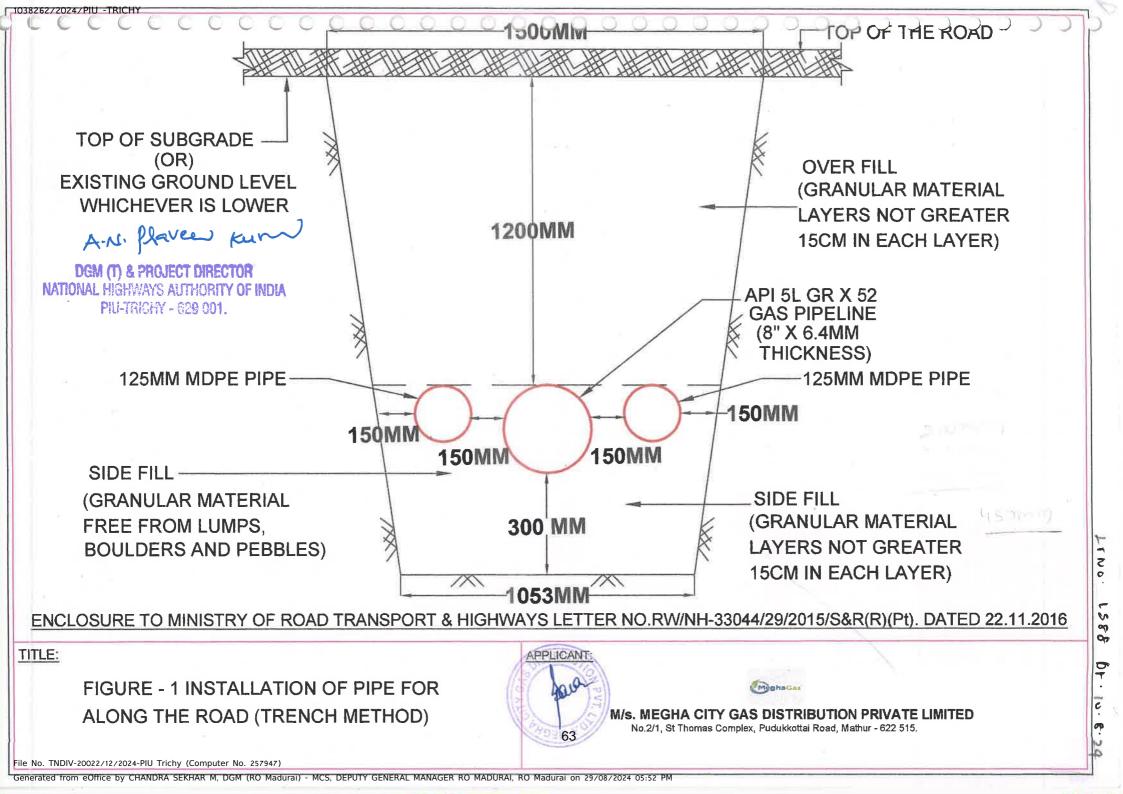


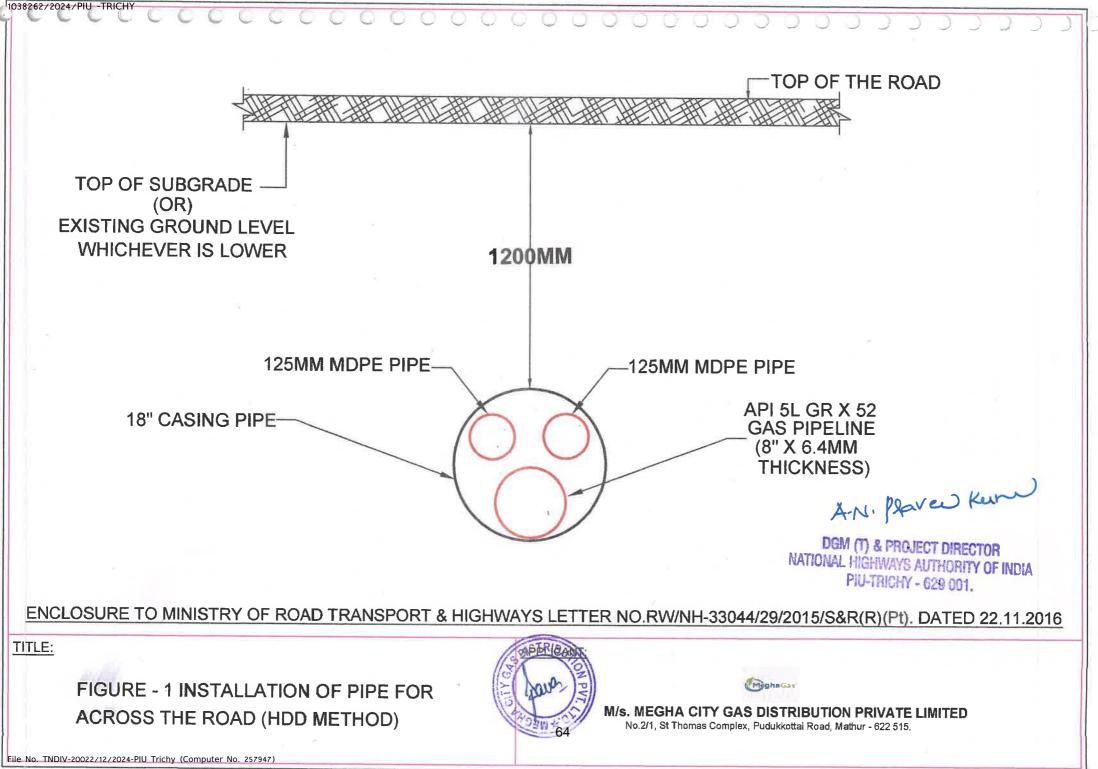




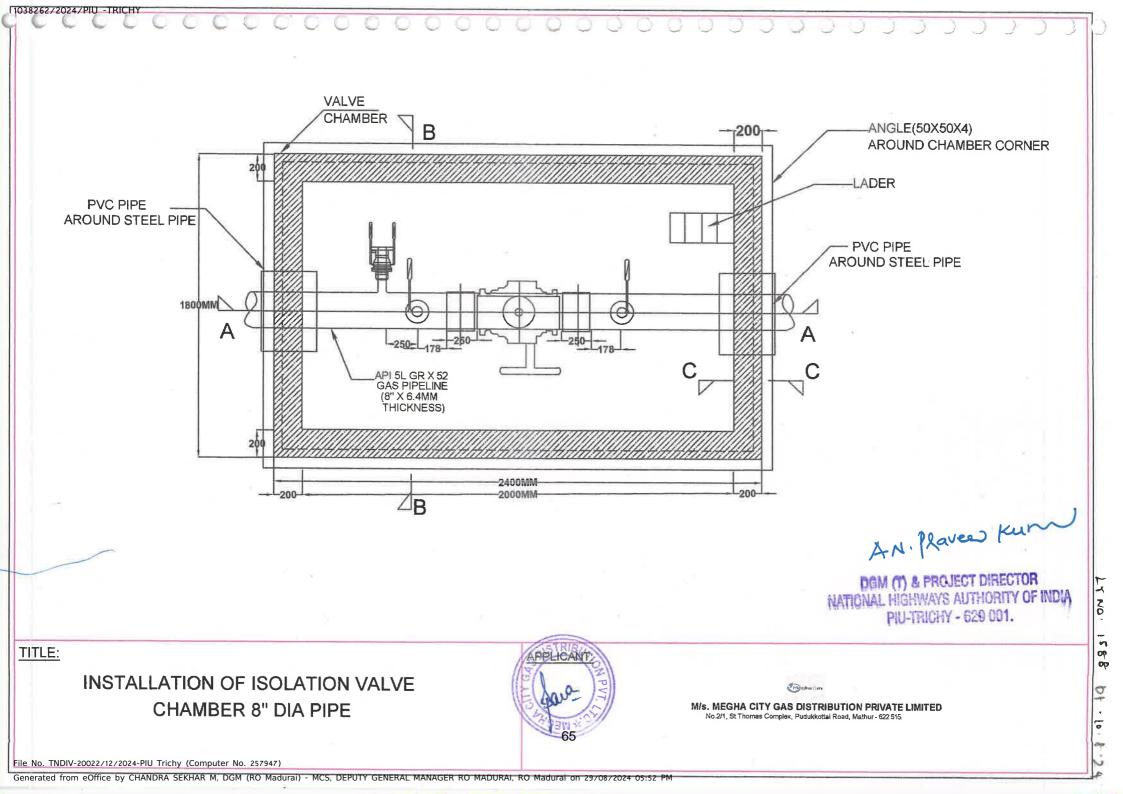






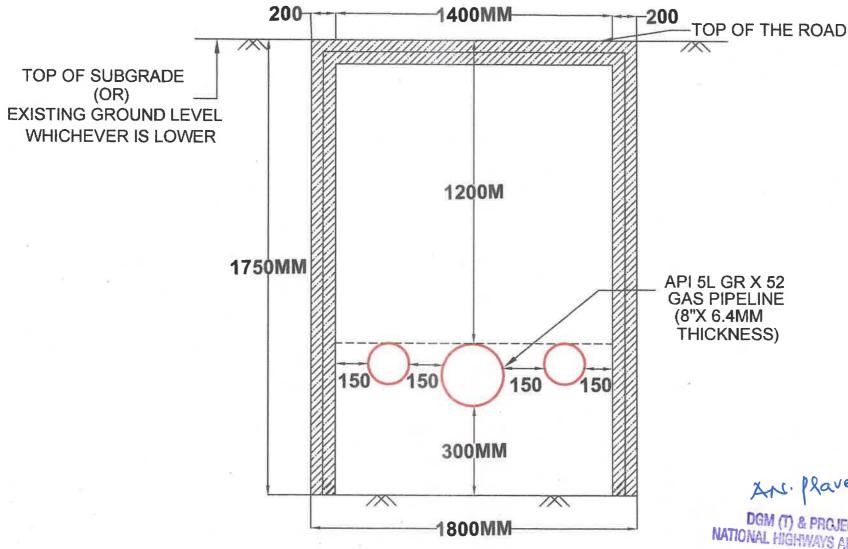


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M/s. MEGHA CITY GAS DISTRIBUTION PRIVATE LIMITED No.2/1, St Thomas Complex, Pudukkottai Road, Mathur - 622 515.

File No. TNDIV-20022/12/2024-PIU Trichy (Computer No. 257947



MEGHA CITY GAS DISTRIBUTION PRIVATE LIMITED

LETTER OF AUTHORITY

TO WHOMSOEVER IT MAY CONCERN

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

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

Photograph of person Authorized	Specimen of signatures of the person authorized
	, = = = 3
	l or
	Jan
	(SYAM SUNDAR PAVAN KUMAR)

For Megha City Gas Distribution Pvt.Ltd

Venkatesh Palimpati

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

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पेट्रोलियम एवं प्राकृतिक गैस विनियामक बोर्ड

Petroleum and Natural Gas Regulatory Board

प्रथम-तल, वर्ल्ड ट्रेड सेंटर, बाबर रोड, नयी दिल्ली। 1000। 1st Floor, World Trade Centre, Babar Road, New Delhi — 110001

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

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

02nd September, 2022

Tο

Shri Doraiah Palimpati

Director

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

Subject:

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

Sir,

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

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

Yours faithfully

(S. C. Gupta)

Joint Advisor (Auth. & Tech.)



पेट्रोलियम एवं प्राकृतिक गैस विनियामक बोर्ड

Petroleum and Natural Gas Regulatory Board प्रथम-तल,वर्ल्डट्रेडसेंटर,बाबररोड,नयीदिल्ली।10001 1st Floor, World Trade Centre, Babar Road, New Delhi – 110001 फैक्सनं/.Fax No. 91 11 23709151; E-mail: contact@pngrb.gov.in

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

23rd March, 2022

To

Shri Doraiah Palimpati

Director

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

Subject:

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

Sir,

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

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

Yours faithfully

Encl: As above

(Vandana Sharma)

Secretary

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Schedule D

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

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

Subject: Grant of Authorization for laying, building, operating or expanding CGD network in the authorized area of Pudukottai, Sivaganga and Thanjavur districts in the State of Tamil Nadu under the Petroleum and Natural Gas Regulatory Board (Authorising Entities to Lay, Build, Operate or Expand City or Local Natural Gas Distribution Networks) Regulations, 2008

Sir,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Yours faithfully

Dated: 23-03-2022

Vandana Sharma.

Name and Designation of Officer
On behalf of the PNGRB

Official Seal Addition of the following state of the control of th

Acceptance of the Grant of Authorisation

I / We hereby accept the g	rant of auth	orisation issue	ed by the P	NGRB v	ide lette	r ref
PNGRB/Auth/CGD(62)/2021.						
terms and conditions subject	to which I/V	Ve have been g	granted the a	authorisat	ion for la	ying
building, operating or expa-	nding city o	r local natura	al gas distri	ibution ne	etwork i	n the
authorised area of GA-11.49	9 (Pudukott	ai, Sivaganga	and Than	ijavur di	stricts) i	n the
State of Tamil Nadu.						
Date:						
Place:						10 0
	1					
Signature of the Entity or Au	thorised Sig	natory				

Name and Official Seal

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

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

PUDUKOTTAI, SIVAGANGA AND GEOGRAPHICAL AREA: 11.49 THANJAVUR DISTRICTS

MAP (1 of 3)

No. of Charge Areas: 8

DISTRICT: PUDUKOTTAI Charge Area	Aranthangi, Avudayarkoil, Manamelkudi, Gandarvakkottai, Iluppur, Karambakudi, Kulathur & Ponnamaravathi Alangudi, Pudukkottai, Thirumayam &
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Remarks:

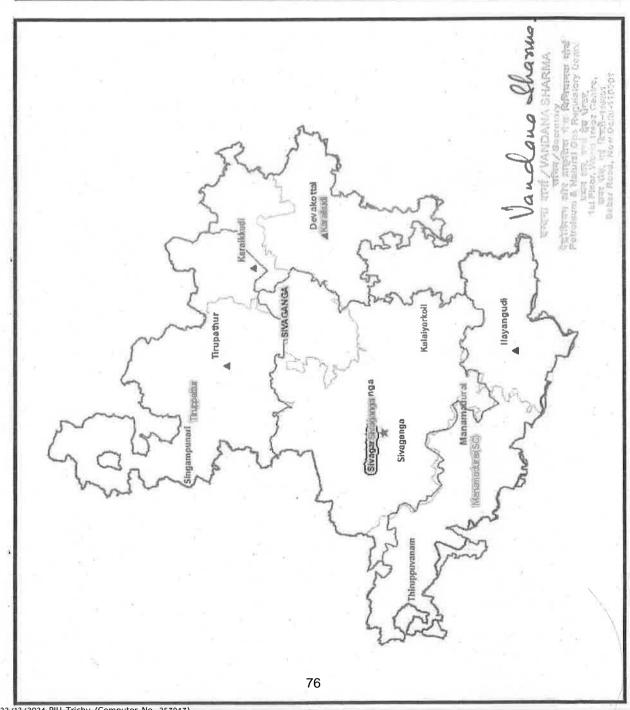
Map is indicative, non GIS and not to scale.
 Source :

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

RAMANATHAPURAM RUCHIRAPPALL Thrumoyam Thirumayam Ponnamaravathi 75

File No. TNDIV-20022/12/2024-PIU Trichy (Computer No. 257947)

Bid No.: PNGRB/Auth/CGD(62)/2021/11.49 पेट्रोलियम एवं प्राकृतिक गैस विनियामक बोर्ड Petroleum and Natural Gas Regulatory Board https://stategisportal.nic.in/stategisportal/Tamilnad PUDUKOTTAI, SIVAGANGA AND Devakottai, Ilayangudi, Kalaiyarkoil, **GEOGRAPHICAL AREA: 11.49** THANJAVUR DISTRICTS Map is indicative, non GIS and not to scale.
 Source: Manamadurai, Singampunari, Sivaganga & Thiruppuvanam No. of Charge Areas: 8 **DISTRICT: SIVAGANGA** Karaikkudi & Thiruppathur Charge Area MAP (2 of 3) Charge Area No. Remarks: ന TOR



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

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

GEOGRAPHICAL AREA: 11.49 PUDUKOTTAI, SIVAGANGA AND THANJAVUR DISTRICTS

No. of Charge Areas: 8

MAP (3 of 3)

DISTRICT: THANJAVUR

DISTRICT: THANJAVUR	Charge Area	Budalur, Orathanadu, Pattukkottai &	Peravurani	Kumbakonam	Papanasam	Thanjavur, Thiruvaiyaru &	Thiruvidaimarudur	
	Charge Area No.	,	n	9	7	,	00	

Remarks:

- Map is indicative, non GIS and not to scale.
 Source:
- https://stategisportal.nic.in/stategisportal/Tamilnad u_BharatMaps/map.aspx

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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 National Highways- Policy guidelines; Clarifications regarding 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 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.	The utility services shall normally 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. Alternatively, for crossing 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.	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	
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	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. License fee for total term of license (up to maximum of 5 years) shall be
5.2	License Fees (Rs/sq m/ month) = (Utilized NH land area X Prevailing Circle Rate of land per unit area) / (10 X 12) where,	equal to utilized NH land area X

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Utilized NH land area = Projection of There shall be no license fee for OFC

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
- 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

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



COVERNMENT OF INDIA

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

S&R(R) ZONE

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

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

Dated: 22nd November, 2016

To,

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

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

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

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

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

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

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

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

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

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

2. Laying of Utility Services along the National Highways:

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

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

2.3 In stretches where utility 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.

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2.4 It is to be ensured that at no time there is interference with the drainage of the road land and maintenance of the National Highways. Towards this, the top of the utility services shall

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 easing / 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 clearances from the respective authorities such as Directorate of Electricity, Chief Controller of Explosives, Petroleum and Explosives Safety Organization, Oil Industry Safety

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

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

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

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

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

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

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

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

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

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

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

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

provided in the ducts already provided
Rs 50

<= 300 mm dia/width
Rs 100

> 300 mm dia/width but <=1000 mm
Rs 250

Utility services such as towers etc (rate in Rs per sq m)

Rs 500 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 PoW facility.

of the RoW facility.

 $> 1000 \, \text{mm}$

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.

Encls: As above.

Money Kuman) (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
- 3. The Scoretary General, Indian Roads Congress
- 4. The Director, IAHE
- 5. Technical circular file of S&R (R) Section
- 6. NIC-for uploading on Ministry's website under "What's new"

Copy for kind information to:

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

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Deblie tiente provider and industrial mit astructure

A. Public Utility Provider

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

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

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

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