



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)
NATIONAL HIGHWAYS AUTHORITY OF INDIA
(Ministry of Road Transport and Highways, Govt. of India)

क्षेत्रीय कार्यालय / REGIONAL OFFICE

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

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



भारतमाला
प्रगति के पथ पर अग्रसर
BHARATMALA
ROAD TO PROSPERITY

NHA/RO-MP/CHW/Pathrashivlal/Ch 64.426/NH-347/2020/41424

Date: 18.12.2020

To,

The Territory Manager (Retail)

M/s BPCL, Office Complex, Third Floor,
Block-A, Gautam Nagar, Bhopal (MP)

Sub: Proposal for NOC for access permission to the proposed fuel station on NH-347 in Km. 65, (Ch. 64.426), (LHS), Village-Pathrashivlal, Tehsil-Mohkhed & District-Chhindwara in the State of Madhya Pradesh-reg.

Ref:

1. ICICI, Bank email dated 16.12.2020.
2. This office email dated 16.12.2020.
3. M/s BPCL, Bhopal letter dated 09.12.2020.
4. This office letter no.40895 dated 03.12.2020.
5. PD-PIU Chhindwara letter no. 3060 dated 17.10.2020.

Sir,

Please refer above mentioned letters on the subject captioned proposal.

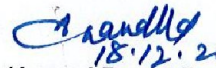
2. As certified by your office, Engineer of the project & Project Director, PIU-Chhindwara, NHA that the proposal fulfills all the conditions/norms of Ministry's circular no. RW-NH-33032/01/2017-S&R(R) dated 26.06.2020. The Competent Authority has approved the proposal "In-principle" and "Provisional Permission for Access" is issued in accordance with Ministry's guidelines dated 26.06.2020 issued by MoRT&H under provision of section 28 & 29 (Chapter IV) and Section 38 (Chapter VI) of Control of National Highway (Land & Traffic) Act, 2002 subject to following conditions:

- (a) Oil company/owner shall be responsible for the construction and maintenance of deceleration/acceleration lanes, channeizers, drainage arrangement, drinking water and toilet facilities, signs and markings in accordance with the approved layout specifications conforming to these norms, at his own cost. The layout and the length of the separator island shall be ensured as indicated in the drawing with red ink.
- (b) As per the approved layout the Toilet Unit shall be provided at a standalone location within the Retail Outlet premises duly equipped with lighting, Water and requisite cleaning accessories etc. A separate access to all road users of National Highways with traffic Signages for availability of toilet facility on NH may be provided and are kept open round the clock.
- (c) The drinking water and toilet facilities shall be accessible to the public round the clock. In order to inform the public about these, a display board showing availability of such facilities shall be installed before the entry to the Fuel Station.

- (d) The Oil Company will remove/shift the trees and utilities, if existing, at its own cost on the proposed site & access road after taking the prior approval of Competent Authority as per prevailing rules & norms.
- (e) The Oil Company/Owner may construct the Fuel Station along with its access as per approved drawings at their own cost within 12 months of the issue of Provisional Permission of Access. Highway Administration may grant 1year time extension to the validity of Provisional permission for access based on justification for delay submitted by applicant. After the construction as per approved drawings and within the allowed time for construction the applicant may apply for issue of final permission for access. The final approval shall be granted by Highway Administration after the comments of the Proposing Authority confirming the satisfactory completion of construction of retail outlet as per approved drawings and License deed may be signed by the Competent Authority (i.e. Highway Administration).
- (f) The concerned Oil Company would be allowed to energize the fuel station only after the Final approval i.e. after Signing of the License Deed by Highway Administration. In the event the Fuel Station is energized without seeking Final approval (Final NOC) and before signing of the License Deed, necessary action may be initiated against the Applicant as per MoRTH Policy Guideline dated 26.06.2020 and Control of National Highway (Land & Traffic) Act, 2002, including but not limited to cancellation of Provisional Permission for Access/ In principle approval.
- (g) The fees of Rs. 20,000/- has been deposited vide 0912200005615 dated 09.12.2020 and license fee of Rs 2,50,000/- has been deposited vide Ref No. 0912200005757 dated 09.12.2020 and a Bank Guarantee No. 38380100000001 dated 04.12.2020 (towards successful completion of the access roads) has been submitted by applicant. The BG shall be released by the Highway Administrator within 30 days of the grant of the regular access permission. In case the construction is not completed even with in the extended period, the Highway Administration may encase the Bank Guarantee. In case the construction is not completed even with in the extended period, the Highway Administration may encase the Bank Guarantee. Further the amount of the license fee may change as per the actual date license deed signing and applicant shall submit the same as per the request of Highway Administration and Applicant shall have no objection in this regard.
- (h) The License Deed will be processed after submission and verification of License Fee and realization in Ministry's account and completion of construction of Retail Outlet as per approved drawings with certification in this regard by the concerning Highway Administrator.
- (i) In case the sitting of proposed Retail Outlet is not found in accordance with the RW-NH-33032/01/2017-S&R(R) dated 26.06.2020 and as per the approved drawings the permission shall **stand cancelled**, and the NHAI shall not be responsible for any claim/damage/loss to the Oil Company or any person.

A. Sandhya
18.12.2020

- (j) The Highway Administration always reserves the right to carry out inspection for checking any deviations from the prescribed/approved norms after signing of the License Deed. Wherever any default/ deviation is observed during inspection of the Highway or otherwise by the field level, such officer shall point out such default/ deviation to the concerned party, advising/ instructing him to rectify such deviation/default within a period of **60 days**. **Failure to rectify the identified deficiencies within the prescribed time would lead to de-energization of the fuel station by the concerned Oil Company and access of such fuel station/property to the Highway shall be cut-off.** The access would be restored only upon complete rectification at the cost of the defaulting party and on the authorization by the authorized Highway Administration. In such cases, appropriate action shall also be taken against the Proposing Authority who certified the completion of access as per approved drawings.


18.12.2020
(Anand Prasad)
Manager (T)

Copy to:

1. **The Regional Officer (MoRT&H)**, 2nd floor, Nirman Bhawan, Arera Hills, Bhopal-462004- Please find enclosed herewith the receipt the fees of **Rs. 20,000/-** has been deposited vide Ref 0912200005615 dated 09.12.2020 and license fee of **Rs 2,50,000/-** has been deposited vide Ref No. 0912200005757 dated 09.12.2020 for kind information please.
2. **The Collector, Chhindwara(MP)** for kind information please.
3. **The Project Director, NHAI, PIU-Chhindwara (MP)**-Please find enclosed herewith the approved layout and drawing along with the Original BG No. **38380100000001** dated **04.12.2020**.
4. **e-mail: Mansoor@nic.in** for necessary record.



BPCL/PATHRASHIVLAL/NH347/64/2020

DATE - 09.12.2020

TO,

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

Dear Sir,

SUB -: Proposal for NOC for access permission to the proposed fuel station on NH-347 in Km.65 (Ch.64.426, LHS) at Khasra no. 279/7, Village – Pathrashivlal, Tehsil - Mohkhed & District – Chhindwara in the State of Madhya Pradesh.

Ref –

1. RO-MP, Bhopal letter no.40895 dated, 03.11.2020.
2. PD, PIU – Chhindwara letter no. 3060, dated 17.10.2020.

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

As per your letter, we are submitting

The Distance of ROW in Khasra Map has been corrected.

We are submitting

1. Rs 20,000/-, for issuance of Provisional Permission through Bharatkosh Portal (Transaction Ref – 0912200005615).
2. Rs. 2,50,000/- of license fee through Bharatkosh Portal. (Transaction Ref – 0912200005757).
3. BG of Rs. 2,50,000/- valid for a period of 3years +3Months as per policy guideline dated 26.06.2020.(Details Enclosed) (BG No. 38380100000001)

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

Encl. (Receipts, BG and Documents)

Thanking you

Yours truly,

For Bharat Petroleum Corporation Ltd.

Authorized Signatory.

N

ग्राम - पठराशिवलाल

ख.ज. - 312

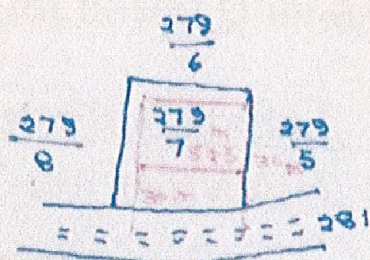
प.० ह.० न.० - 34

श.नि.म. - सावरी

तहसील - मोहम्मद

जिला - दिव्यवाडा

स्केल 1" = 1 मी.

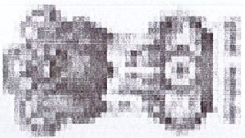


ग्राम	ख.ज.	श.ज.	क्षेत्रफल
पठराशिवलाल	279/7	0.363 60 रे. से	30 x 52.5 = 1575

1. भूमिस्वामी :- नेपालसिंह पिता माटूसिंह बंधुवशी भू.श. 0.30
2. राष्ट्रीय राजमार्ग के अधिन से 30 मीटर चौड़ाई में फल पड़ने हेतु प्रस्तावित ।

3. चतुर्सीमा - उत्तर - ख.ज. 279/6 गगनवती
दक्षिण - राष्ट्रीय राजमार्ग
पूर्व - ख.ज. 279/5 जलपुर
पश्चिम - ख.ज. 275/8 जगवती

स.न. 34
ज.न. 312
तहसील - मोहम्मद
2-12-2020



bharatkosh.gov.in

Government of India Receipt Portal

RECEIPT

Transaction Ref.No. 0912200005757

Dated: Dec 9 2020 2:48PM

Received from MR. BHARAT PETROLEUM CORPORATION LIMITED
with Transaction Ref.No.0912200005757

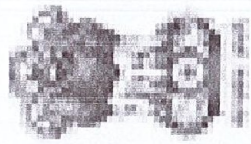
Dated Dec 9 2020 2:48PM the sum of INR 250000 (Two Lakhs Fifty Thousand Only) through Internet based Online payment in the account of

Access permission fees to fuel stations, , NH-347, CH.64.426 LHS, VILL -
PATHRASHIVLAL, DIST-CHHINDWARA

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

Printed On: 09-12-2020 02:49:54

Courtesy :- Controller General of Accounts



bharatkosh.gov.in

Government of India Receipt Portal

RECEIPT

Transaction Ref.No. 0912200005615

Dated: Dec 9 2020 2:39PM

Received from MR. BHARAT PETROLEUM CORPORATION LIMITED
with Transaction Ref.No.0912200005615

Dated Dec 9 2020 2:39PM the sum of INR 20000 (Twenty Thousand Only)
through Internet based Online payment in the account of

Acess permission fees to fuel stations, , NH-347, CH.64.426 LHS, VILL -
PATHRASHIVLAL, DIST-CHHINDWARA

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

Printed On: 09-12-2020 02:40:24

Courtesy :- Controller General of Accounts



AXIS BANK LIMITED

AXIS BANK LIMITED
MULTAI MP
MULTAI MP
GROUND FLOOR BUILDING NO 6
PATEL WARD STATION ROAD
MULTAI-460661

Ref. No :38380100000001
Date:04-12-2020

To,

NATIOANL HIGHWAYS AUTHORITY OF INDIA
E 2 167 ARERA COLONY
REGIONAL OFFICE NEAR HABIBGANJ STATION
BHOPAL 462016

Dear Sirs,

BG No.	: 38380100000001
Date of Issue	: 04-12-2020
Amount of BG	: Rs. 2,50,000.00 (RUPEES TWO LAKHS FIFTY THOUSAND ONLY)
Expiry Date	: 03-03-2024
Claim Expiry Date	: 03-03-2025
Name and Address of the Applicant	: MR BALAKRAM RAGHUVANSHI : S/O: BHADU RAGHUVANSHI, BETUL

We forward herewith the above Inland Bank Guarantee in original issued by us in your favour.

1. The above Guarantee is issued subject to the condition that the Bank's liability is restricted to the amount mentioned above and in the said Guarantee. Our Guarantee shall remain in force till the expiry date. Unless a demand or claim under the guarantee is made on the Bank in writing and delivered to the bank on or before the Expiry date/Claim Expiry Date, the Bank shall be discharged from all liability under the said guarantee thereafter.

Please Note:

2. The beneficiary in their own interest should verify the genuineness of this guarantee from following office of the Bank in writing.

AXIS BANK LIMITED
BG Confirmation Desk, Transaction Banking Operations
5th floor, Gigaplex, Building No 1, Plot No I.T.5,
MIDC, Airoli Knowledge Park, Airoli,
Navi Mumbai 400708 (Tel/Fax: 022-71315803)

3. BG confirmation can also be sought by sending email to ibg.confirmation@axisbank.com.

FOR AXIS BANK LIMITED

AUTHORISED SIGNATORY
NAME:
SS No.

Himanshu Jain
Operation Head
Bhopal Branch
C. No. : 3481

Encl: Bank Guarantee Number 38380100000001

FOR AXIS BANK LIMITED

AUTHORISED SIGNATORY
NAME:
SS No.

NISHA. L. JOY
S.S. No. 4965



<https://eforexprdidc.axisb.com/lcprint/bgcoveringResult.jsp>

04-12-2020



Registration and Stamp Department Madhya Pradesh

Certificate of Stamp Duty

E-Stamp Details

E-Stamp Code: 01010504122020009421
Total E-Stamp Amount: 625
Govt. Stamp Duty (Rs.): 625
Janpad Duty (Rs.): 0
Exempted Amount (Rs.): 0
Municipality Duty (Rs.): 0
Upkar Amount (Rs.): 0
E-Stamp Type: NON-JUDICIAL
Issue Date & Time: 04/12/2020 15:15:48
Service Provider or Issuer Details: Ekta Jain/SP010541612201900111
SP/SRO/DRO/HO Details: SHRUTI ENTERPRISES, Plot No R 60, Ground Floor, beside SBI Traders Branch, M.P.Nagar, Zone I, Bhopal, Mo 9827748834 HUZUR BHOPAL

Deed Details

Deed Type: Bank Guarantee
Deed Instrument: Bank Guarantee, Guarantee deed executed by a bank as surety to secure the due performance of a contract or the due discharge of liability.- 0.25 percent of the amount, subject to a maximum of twenty five thousand rupees.
Purpose: Bank Guarantee

First Party Details

Organization Name: Axis Bank Ltd A/c Balakram Raghuvanshi
Address: MP Nagar, Bhopal BHOPAL Madhya Pradesh INDIA
Number of Persons: 1

Second Party Details

Organization Name: National Highways Authority of India
Address: Regional Office Bhopal BHOPAL Madhya Pradesh INDIA
Number of Persons: 1

This Estamp is part & partial of Bank Guarantee

Digitally signed by EKTA
JAIN
Date: 2020.12.04 15:15:51
IST

This Non Judicial Stamp Paper Pertains to Integral Part
3838010000001 Dated 04/12/20
of Bank Guarantee No.

BANK GUARANTEE NO. 383801000000001 DATE 04.12.2020

**TO
THE REGIONAL OFFICER AND HIGHWAY ADMINISTRATION
REGIONAL OFFICER – BHOPAL
NATIONAL HIGHWAYS AUTHORITY OF INDIA
REGIONAL OFFICE – MP
E-2/167, AREAR COLONY, BHOPAL (M.P)
(hereinafter called the "Principal")**

For AXIS BANK LTD.

Authorised Signatory

**Himanshu Jain
Operation Head
Bhopal Branch
C No. : 3481**

For AXIS BANK LTD.

Authorised Signatory

**NISHA. L. JOY
S.S. No. 4965**



BANK GUARANTEE NO. 38380100000001 DATE 04.12.2020

B.G.No: 38380100000001
Date of issue: 04.12.2020
Guarantee Amount : Rs.2,50,000/-
Date of Expiry: 03.03.2024
Date of Claim: 03.03.2025

1. WHEREAS BALAKRAM RAGHUVANSHI (hereinafter called the "Applicant") received a demand NHA/RO-MP-CHW/Patrasahivla/ch 64.426/NH-347/2020/40895 Dated 03.11.2020 to submit Bank Guarantee vide PD-PIU CHHINDWARA letter No.3060 dated 17.10.2020 from Regional Office, NHAI, Bhopal for the use of National Highway land/ Agreement to construct an approach/access road in respect Open a Petrol Pump (*Name of Work*) in order to complete the work.
2. We **Axis Bank Limited**, a banking company incorporated under the Companies Act, 1956 and carrying on Banking Business under The Banking Regulation Act, 1949 and having its Registered Office at 'Trishul', 3rd Floor, Opposite Samartheshwar Temple, Law Garden, Ellis Bridge, Ahmedabad- 380 006, Gujarat and its Corporate office at Bombay Dyeing Mills Compound, Pandurang Budhkar Marg, Worli, Mumbai- 400 025 and one of its branch office at GROUND FLOOR BUILDING NO 6, PATEL WARD STATION ROAD, MULTAI DIST BEETUL, MULTAI 460661 MADHYA PRADESH (hereinafter referred to as the "Bank") which expression shall unless repugnant to context or meaning thereof, include its successors or assigns in business, hereby undertake to pay the principal an amount not exceeding **Rs.2,50,000/- (Rupees Two Lakh And Fifty Thousand Only)** against any loss or damage caused to or suffered or would be suffered by the principal, by reasons of any breach of the terms or conditions contained in the agreement.
3. We **Axis Bank Limited** do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand stating that amount claimed is on account of non-compliance of any of the conditions of provisional approval for access permission granted by National Highways Authority of India, Regional Office, Bhopal. However, our liability under this guarantee shall be restricted to **Rs.2,50,000/- (Rupees Two Lakh And Fifty Thousand Only)**. We undertake to pay the principal any money so demanded notwithstanding any dispute or disputes raised by the Oil/Gas Companies/applicants/ Property owners in any suit or proceeding pending before any court or tribunal relating there our liability under this present being absolute and unequivocal.
4. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Oil/Gas Companies/applicants/ Property owners shall have no claim against us for making such payments.
5. We **Axis Bank Limited** further agree that the guarantee herein contained shall remain in full force and effect during the period would be taken for the performance of said agreement and that it shall be continued to be enforceable till all the dues of the principal or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the principal, certify that the terms and conditions of the said agreement have been fully and properly carried out by the said Oil/Gas Companies/applicants/ Property owners and accordingly discharges this guarantee or till **03.03.2024**. Unless a claim or a demand in writing is served upon us on or before **03.03.2025** we shall be discharged from our liabilities under this guarantee thereafter.
6. The guarantee will not be discharged due to the change in the constitution of the bank or of the Oil/Gas Companies/applicants/ Property owners.
7. Notwithstanding anything contained herein before, our liability under this guarantee is restricted to **Rs.2,50,000/- (Rupees Two Lakh And Fifty Thousand Only)** and the Guarantee shall remain valid till **03.03.2024**. Unless a claim or a demand in writing is served upon us on or before **03.03.2025** all our liability under this guarantee shall cease.
8. This guarantee shall also be operable at our **Axis Bank Ltd**, Plot No 165a & 166, Star Arcade M P Nagar, Zone 1 Bhopal -462011 from whom confirmation regarding the issue of this Guarantee or

FOR **AXIS BANK LTD.**

Authorised Signatory

Himanshu Jain
Himanshu Jain
Operational Head
Bhopal Branch
S.S. No.: 3481

FOR **AXIS BANK LTD.**

Authorised Signatory

NISHA.L.JOY
S.S. No. 4965



BANK GUARANTEE NO. 38380100000001 DATE 04.12.2020

extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amount so demanded under the said invocation.

9. The guarantor/bank hereby confirms that it is on the SFMS (Structured Finance Messaging system) platform & shall invariably send an advice of this bank guarantee to the designated bank of NHAI after obtaining details thereof from NHAI. Details of which is given below:

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

DATED 04.12.2020 AT BHOPAL

FOR AXIS BANK LTD.

Authorised Signatory

Himanshu Jain
Operation Head
Bhopal Branch
CS No.: 3481

FOR AXIS BANK LTD.

Authorised Signatory

NISHA. L. JOY
S.S. No. 4965

