भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)

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



NHAI/15018/4.5/03/2025/RO Madurai/E-285629/1045

25th June, 2025

INVITATION OF PUBLIC COMMENTS

विषय: भाराराप्रा - क्षे.का. मदुरै- पकाई, नागरकोइल - Operation and Maintenance of Kayathar -Kanyakumari section from Km 116/500 to 243/470 on NH-44 - Proposal for laying of underground water pipe line along NH from Km 239/400 to 243/360 (LHS) of NH-44 for a length of 3960m by M/s Annai Resorts & Spa, Kanyakumari - Invitation of Public Comments - Reg.

प्रसंग: PD, Nagercoil E-file: 285629 Note#1.

The Proposal is regarding permission for laying of water pipe line in Kayathar -Kanyakumari section (NH 44) along the road from Km 239/400 to 243/360 (LHS) of NH-44 for a length of 3960m by M/s Annai Resorts & Spa, Kanyakumari has been submitted to this office by the PD, PIU, Nagercoil E-file: 285629 Note#1 in accordance with Ministry's latest guidelines dated 22.11.2016.

2) The alignment proposed by M/s Annai Resorts & Spa, Kanyakumari for laying of water pipe line in Kayathar -Kanyakumari section (NH 44) along the road from Km 239/400 to 243/360 (LHS) of NH-44 by Open trench & HDD Method is as detailed under:

Stretch (in Km)	Length (L)			lable		ance	Remarks
,	(in m)	pipe (D) (m)		V (in n)	from C/L (
			LHS	RHS	LHS	RHS	
Along NH-44: Km 239/400 to Km 243/360 (LHS) For Major Bridge portion & ROB		0.1 200mm RCC Casing Pipe with 1 No. of 100mm HPDE pipe inside	30	30	29		Laying of pipe line along the extreme edge of ROW at a distance of 1.0m from ROW edge. Laying of pipe line along by HDD Method at a minimum depth of 1.65 m from the top of the sub grade.

Page 1 of 2

NHAI/15018/4.5/03/2025/RO Madurai/E-285629/ 1045

25th June, 2025

- 3) M/s Annai Resorts & Spa, Kanyakumari has proposed for laying of water pipe line in Kayathar -Kanyakumari section (NH 44) along the road from Km 239/400 to 243/360 (LHS) of NH-44 for a length of 3960m in the State of Tamil Nadu which is in conformity with Ministry's guidelines dated 22.11.2016.
- 4) M/s Annai Resorts & Spa, Kanyakumari has furnished an Undertaking to the effect that the applicant will shift the laid water pipeline in future within 90 days if required by NHAI at any time for expansion of the NH at their own cost without claiming any compensation from NHAI. Further, mentioned that M/s Annai Resorts & Spa, Kanyakumari 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/SER(R) dated 22.11.2016 the proposal submitted by the applicant will be made available for public comments and the comments is invited within 30 days from the 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

(आर. मुरुगप्रकाश | R .Murugaprakash)

उप महा प्रबंधक (तक)। Dy. General Manager (Tech)

क्षे.का. मदुरै।RO-Madurai

संलग्नः As above

प्रतिलिपि:

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

	List of C	orresp	onder	ices			
Receipt No. / Issue No.	Subject	Туре	Marked As	Attached On	Issued On	Pages	Remarks
1305922/2025/PIU - NAGERCOIL	Pipeline laying by Annai resorts	Receipt		20/06/2025 04:38 pm		1-63	NA



ANNAI RESORTS & SPA (P) LTDte: 16.06.2025 NHAI-PIU-Nagercoil

From

S.Gnanathiraviam
Founder &chairman,
M/s.Annai resorts & SPA (P) Ltd,
6-112B-3 kovalam road,
Kanniyakumari-629 702

To

The Project Director National Highway Authority of India Nagercoil.

Sub: Laying of Water Pipeline along the road from Km.239/400 to Km.243/360 (LHS) of NH-7 (NEW NH - 44) Road (Madurai - Kanniyakumari Section) for a total length of 3960 meters in Tamilnadu State, National Highways - Proposal Resubmitted - Approval Requested- Reg.

Ref:

1.PD, NHAI, Nagercoil letter No. NHAI/PIU/NGL/SE-4/NH-44/NOC/2025/1294 Dated 06.06.2025.

2) M/s. MSV International INC, Tirunelveli, Lr No. MSV-Sri Infotech / 114 / NHAI/ IE/Kayathar-Kanyakumari/NH-44/NGL 2025/185, dt - 29.05.2025

Sir,

With reference to letter 1st cited above, wherein PIU Nagercoil has instructed to attending the observation communicated by independent Engineer letter 2nd cited for the Laying of Water Pipeline along the road from Km.239/400 to Km.243/360 (LHS) of NH-7 (NEW NH - 44) Road (Madurai - Kanniyakumari Section) for a total length of 3960 meters in Tamilnadu State, National Highways. The detailed justification is as below;

In this regard, we would like to inform you that the water pipeline will be laid underground using the Horizontal Directional Drilling (HDD) method at the locations of the ROB at Km.242/600 and the major bridge at Km. 239/600. We assure that the pipeline will not interfere with the crash barrier & any other structure and we will adhere to all MoRTH guidelines.

Considering the above points it is kindly requested to issue access permission for the above subject. We shall be grateful if you could arrange to inspect and recommend our proposal for issue of permission to lay the water pipeline.

Yours Faithfully, S. Gnanathiraviam Annai Resorts & Spa

inward No:

Dato: 18-

PD

SE-1 SE-2

SE-3

LO-1

LO-2

IT Expt.

Acct

Registered Office:

6/26B2C, Aralvaimozhi Road, Kumarapuram, Kanyakumari Dist - 629 301 Mob: +91 94882 46666/94881 76666 Kovalam Road, Opp. New Bustand. Kanyakumari, Kanyakumari Dist - *6*29 702 Tel: +91 4652 246789, 247789 Mob: +91 94882 46666

CIN U55209TN2018PTC120965 | GST 33ÃAQCA5460R1Z0 | PAN AAQCA5460R



MSV INTERNATIONAL INC. (ISO 9001: 2015 Certified Company)

In Association with SICZPL



Sri Infra Consulting Engineer Pvt Ltd

(Formerly known as Sriinfotech)

No: C29,24th Cross Street, Maharajanagar, Palayamkottai

Near Govt. Hospital, Tirunelveli- 627011 Tamilnadu, India

Email: msv.kayathar@gmail.com

CIN: F 04214

Independent Engineer Services for Operation & Maintenance of (i) Kayathar- Nangunari Section from Km 116+500 to Km 180+000 & (ii) Nanguneri - Kanyakumari Section from Km 180+000 to Km 243+470 of NH-44 (Old NINHAMPIO Nagargaithe State of Tamil Nadu inward No: &L3

Ref: MSV-Sri Infotech/114/NHAI/IE/Kayathar-Kanyakumari/NH-44/NGL2025/185

Date: 29.05.2025

To

The Project Director

Project Implementation Unit-Nagercoil 395/3-1, M.S.Road,

Majestic Colony, Near Ayyappan Koil

Parvathipuram.

Nagercoil-629003. Tamilnadu

Email: kanya@nhai.org. nhainagercoil@gmail.com

Date: 30.5.25 PD Dy. M SE-1 SE-2 SE-3 LO-1 LO-2 IT Expt. Agot Other

Sub: Consultancy Services as Independent Engineer Services for Operation & Maintenance of (i) Kayathar-Nanguneri Section from Km 116+500 to Km 180+000 & (ii) Nanguneri - Kanyakumari Section from Km 180+000 to Km 243+470 of NH-44 (Old NH-7) on TOT mode in the State of Tamilnadu - Provision of water supply pipelines along NH-44 from km 239+400 to 243+360 by Annai Resorts & Spa (P) Ltd -Issue of NOC - IE Recommendation - Reg

Ref: 1. Shri. Gnanathiraviam, Chairman, M/s. Annai Resorts & Spa (P) Itd, Kovalam Road, Kanyakumari, Proposal dated: 06.05.2025. 2. NHAI/PIU/NGL/SE-4/NH-44/NOC/2025/1095 dated:13.05.2025

Dear Sir.

With reference to the above subject and vide reference 1st cited, Shri. Gnanathiraviam, Chairman. M/s. Annai Resorts & Spa (P) Itd, has requested NOC for laying of water pipeline from km.239+400 to 243+360 (LHS) in Nanguneri to Kanyakumari section of NH-44.

In this connection, vide reference 2nd cited PIU-Nagercoil has asked the Independent Engineer to inspect the site and furnish the comments regarding the laying of water pipeline.

In this regard, the Independent Engineer has scrutinized the proposal with the policy guidelines of NHAI and our observations are as follows.

1. The Water pipe line along the road,

Km.239+400 to 243+360 (LHS)

= 3960 M

= 3960 MTotal

- 2. The water pipe line laying across the road at Km.239+500, Km.240+350, Km. 241+400, Km.241+550, Km. 242+000 and Km.242+800 by HDD Method.
- It is mentioned in the drawing that pipe shall be laid adjacent to the Crash Barrier in ROB at Km.242+600 and Major Bridge at Km.239+600, which cannot be allowed. The applicant has to laying pipes below the OGL and cannot disturb any structure.

The above proposal is complying as per the NHAI Policy circular RW/NH- 33044/29/2015/S&R(R), dated 22.11.2016. Therefore, the submitted proposal may be considered for approval with the following conditions:

- The pipe line along the road at km.239+400 to 243+360 (LHS) & across the road at Km.239+500, Km.240+350, Km. 241+400, Km.241+550, Km. 242+000 and Km.242+800, the pipe laying should be done as per submitted drawing.
- All the pipe line laying works should be as per the approved layout drawings
- The laying of pipe line across the road in Main carriage way, Service road should be done in HDD (Trenchless) method at depth of minimum 1.80 m from the top of Sub grade layer,

India Office MSV: Unit No. 514, 515 & 516, 5th Floor, Suncity Saccess Tower, Golf Course Extension Road, Gurgaon-122005 (Haryana) E-mail: info@msvgroup.com; Tel.: 0091-124-2841160

- The laying of pipe line along the road should be at a depth of minimum 1.80m.
- The laying of pipe line along the road should be at the extreme edge of the ROW.
- No digging of MCW/SR/Side road should be allowed.
- No damage to the existing highway, road furniture's and other existing utilities. If any damages occurred to the Highway properties, the Concerned Department should restore at their own risk and cost.
- Free flow of traffic should be maintained while carrying out the work.
- Proper Safety precautionary measures should be made available at site till the completion of work.
- Necessary sign boards should be made available at work zone locations.
- The approved drawings, methodology for the above work should be strictly followed by the applicant.
- During rainy season extra care should be taken to the excavated portions.
- During the excavation, there should not be any damages to the road properties such as existing utilities like water pipe lines, OFC lines and EB lines etc; road drains, avenue plantations earthen shoulder portions MCW/SR and road signs etc.,
- Clearly mark the pipeline locations along the road with appropriate signage and Markers to prevent accidental damage during excavation or construction activities.
- Maintain thorough records of all activities, including construction progress, inspections, and any incidents. Regularly report this information to NHAI and other relevant authorities.
- Excavation for laying work should be carried out as per the instructions and presence of NHAI representatives/ Independent Engineer/ Concessionaire.

Thanking you and assuring you of our best services at all times.

Section of NH-44

Yours Truly,

For MSV International Inc in assectation with Sri Infra Consulting Engineer Pvt Ltd

T. Anand Raj

Resident Engineer Cum Highway Maintenance Engineer,

MSV International Inc in association with Sri Infra Consulting Engineer Pvt Ltd.

Copy to: 1. The Project Head M/s.NKTPL - for kind information.

2. MSV International Inc, Gurgaon & Sri Infra Consulting Engineer Pvt Ltd, Hyderabad – for kind information.

PROPOSAL FOR LAYING OF WATER PIPE LINE IN NH-7 (NEW NH - 44) ROAD (MADURAI - KANNIYAKUMARI SECTION) ALONG THE ROAD FROM KM.239/400 TO KM.243/360 (LHS) FOR A TOTAL LENGTH OF 3960M IN THE STATE OF TAMILNADU.

SUBMITTED TO



THE DGM (TECH) & PROJECT DIRECTOR NATIONAL HIGHWAYS AUTHORITY OF INDIA PROJECT IMPLEMENTATION UNIT

No. 314E, K P Road, Near AyyappanKoil, Parvathipuram, Nagercoil - 629 003, Tamil Nadu.

HIGHWAYADMINISTRATION



THE REGIONAL OFFICER NATIONAL HIGHWAYS AUTHORITY OF INDIA 'REGIONAL OFFICE'

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

APPLICANT

ANNAI RESORTS & SPA

6-112B-3, Kovalam Road, Kanniyakumari - 629702, Tamil Nadu.

PROPOSAL PREAPRED BY



M M CONSULTANCY

No.: 40, 2nd Floor, Bharathi Street, Veerappan Chatiram (Post), Erode - 638 004. Mob.: 09787545861, 6381022913. e-mail: mmconsultancyerode@gmail.com.

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

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

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

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

S.No.	Item	Information/ Status	Remarks
1	General Information		
1.1	Name and Address of the Applicant/Agency	M/S.Annai Resorts & Spa 6-112B-3, Kovalam Road, Kanniyakumari - 629702, Tamil Nadu, India.	
1.2	National Highway Number	NH-7 (New NH - 44) Road (Madurai - Kanniyakumari Section)	
1.3	State	TamilNadu.	
1.4	Location	NH-7 (New NH - 44) Road (Madurai - Kanniyakumari Section)	
1.5	(Chainage in km)	Along the road from Km.239/400 to Km.243/360 (LHS)	
1.6	Length in Meters	3960 meters	
1.7	Width of available ROW		
	(a) Left side from center line towards increasing chainage/ km direction	30.00m	
	(b) Right side from center line towards increasing chainage/ km direction	a 30.00m	
1.8	Proposal to lay underground Pipeline.		

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	(a) Left side from center line towards	30.00m	
	increasing chainage / km direction		
	(b) Right side from center line towards increasing chainage/ km direction	Nil	×
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	
4 4 4	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)	4 lane with Paved shoulder &	
1 10	existing	service Road	
1.13	Proposed Number of lanes (2 lane with paved shoulders/4 / 6/8 lanes)	NA	
1.14	Service road existing or not	Yes	
	If yes then which side		
	(a) Left side from center line	Shown in diagram	
4.45	(b) Right side from center line	Shown in diagram	
1.15	Proposed Service road		
	(a) Left side from center line	NA	
1.16	(b) Right side from center line	NA	
1.10	Whether proposal to lay Pipeline is after the service road or between the service road and main carriageway.	Pipeline will be laid extreme edge of ROW	
1.17	The permission for laying of Pipeline shall be considered for approval / rejection based on the Ministry Circulars mentioned as above. (a) Carrying of sewage/Water pipelines on highway bridges shall not be permitted as Fumes /Water pipes can accelerate the process of corrosion or may cause explosions, thus, being much more injurious than leakage of Water. (b) Carrying of Pipelines on bridges shall also be discouraged. However, if the Water 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 superstructure, supported on extended portions of piers and abutments in such	Considered for approval based on the NH circular.	

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	a manner that in the final arrangement	E	
	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		R
	supporting superstructure shall be		
	borne by the agency-in-charge of the		
	utilities.		
	(d) Services are not being allowed		
	indiscriminately on the parapet/any		
	part of the bridges, Safety of the		
	bridges has to be kept in view while		
	permitting various services along		
	bridge. Approvals are to be accorded in	*	
-	this regard with the concurrence of the		
	NH Project Director only.		
1.18	If crossings of the road involved		
	If Yes, it shall be either encased in		
	pipes or through structure or conduits	No	
	specially built for that purpose at the		
	expenses of the agency owning the line		
	(a) Existing drainage structures shall not	Laying only in Earthern	
	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		
	existing structures on the National	pipeline laying will be	
	Highway, the minimum distance being	carried out along the	
	15 meter. What is the distance from the	existing road	
	existing structures		
	(d) The casing pipe (or conduit pipe in		
	the case of electric cable) carrying the	Yes,	
	utility line shall be of steel, cast iron,	Using 203mm (8 Inch) dia	
	or reinforced cement concrete and have	RCC casing pipe	
	adequate strength and be large enough		
	to permit ready withdrawal of the	15	
	carrier pipe/cable.		
	(e) Ends of the casing/conduit pipe shall		
	be sealed from the outside, so that it	Yes	
	does not act as a drainage path.	. 33	
	(f) The casing/conduit pipe should, as		
	minimum extend from drain to drain in	Yes	
	cuts and toe of slope toe of slope in the	. 33	
	fills.		
	(g) The top of the casing/conduit pipe	9	
	should be at least 1.2 meter below the	Yes	
	surface of the road subject to being at		

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	(h) Crossing shall be by boring method (HDD) specially where the existing road pavement is of cement concrete or dense bituminous concrete type.	Yes	
	(i)The casing/conduit pipe shall be installed with an even bearing throughout its length and in such a manner as to prevent the formation of a Water way along it.	Yes	
2	Document / Drawings enclosed with the proposal	Yes	
2.1	Cross section showing the size of trench for open trenching method (Is it normal size of 1.2m deep X 0.3m wide) (i) Should not be greater than 60 Cm wider than the outer diameter of the pipe (ii) located as close to the extreme edge of the right-of-way as possible but not less than 15 meter from the centrelines 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.	The pipeline will be laid 1.80 meters below the top surface. Relevant drawings are enclosed for reference.	
2.2	Cross section showing the size of pit and location of pipeline for HDD method	Open trench method & HDD method	
2.3	Strip plan/ Route Plan showing Water Supply pipe line, Chainage, width of ROW, distance of proposed, pipe line from the edge of ROW, important mile stone, intersections, cross drainage works etc.	Yes	
2.4	Methodology for laying of showing Pipeline.	Yes	
2.4.1	Open trenching method (May be allowed in utility corridor only where pavement is neither cement concrete nor dense bituminous concrete type. If yes, Methodology of refilling of trench	Laying only in Earthern surface	

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	(a) The trench width should be at least		
	30 cm, but not more than 60 cm wider	Yes	1
	than the outer diameter of the pipe.		
	(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 begins unless	Yes	
	sudden change in the bearing value.		
	Unsuitable soil and rock edged should	AP	
	be excavated and replaced by selected		
	material.		
	(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	Yes	
	the bottom of the road crust.		
-			
	(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.		1 -1
	Consolidation by saturation or ponding	Yes	
	will not be permitted.		
	(e) The road crust shall be built to the		
	same strength as the existing and		
	same strength as the existing crust on		Ti es
	either side of the trench. Care shall be		
	taken to avoid the formation of a dip at		
	the trench.		
	(f) The excavation shall be protected by		
	flagman, signs and barricades, and red	Yes	
	lights during night hours.		
	(g) If required, a diversion shall be		1
	constructed at the expense of agency	Yes	
	owning the utility line	103	
2.4.2	Horizontal Directional Drilling (HDD)	HDD method using only in	
	Method		
		the intersection portion	
2.4.3	Laying of Pipeline through CD works		
2.4.5	and method of laying	NA	
	(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	Yes	
	stipulations contained in this Ministry's		
	guidelines issued with letter No.NH-		
	HI/P/66/76 dated 19.11.1976.	, N	

« -s. C.S.

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 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.	To be obtained.	
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	
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	
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 Pipeline as and when required by NH at their own cost	Yes, enclosed with proposal	
5.5	Shifting due to 4 laneing / widening of NH	Yes, enclosed with proposal	
5.6	Indemnity against all damages and claims clause (xxiv)	Yes, enclosed with proposal	
5.7	Traffic movement during laying of Pipeline to be managed by the applicant	Yes, enclosed with proposal	
5.8	If any claim is raised by the Concessionaire then the same has to be paid by the applicant	Yes, enclosed with proposal	

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located in the National highway right- of-ways. 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 Pipeline will be borne by the agency owning the line. 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 days) of the intimation given. 5.12 Certificate from the applicant in the following format (i) Laying of Water 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	e, enclosed with proposal e, enclosed with proposal e, enclosed with proposal
repairing any damage caused to the National Highway by the laying, maintenance or shifting of the Pipeline will be borne by the agency owning the line. 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 days) of the intimation given. 5.12 Certificate from the applicant in the following format (i) Laying of Water 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	
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	enclosed with proposal
Ka	Annai Resorts & Spa 12B-3, Kovalam Road, nniyakumari - 629702, Tamil Nadu, India.
7 Certificate from the Project Director.	
7.1 Certificate for confirming of all standard condition issued vide 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.	

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	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 Water pipeline would be extremely difficult and unreasonable costly and the installation of Water 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 of curve etc". (ii) for 8 -lanning (a) Where feasibility is available "I do certify that there will be no hindrance to proposed Eight-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 Eight-laning".	(Yes)
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 upgradation Along the road from Km.239/400 to Km.243/360 (LHS) of NH-7 (NEW NH - 44) Road (Madurai - Kanniyakumari Section) on Build, Operate and Transfer Basis] and therefore, the licensee shall honour the same."	N.A

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9	Who will supervise the work of laying of Oil pipeline	Consultants and relevant filed Officers of NH.	
10	Who will ensure that the defects in road portion after laying of Pipeline are corrected and if not corrected then what action will be taken.	BG will enchased. Claim amount will be determined according to the nature and seriousness of damages.	
11	Who will pay the claims for damages done/disruption in working of Concessionaire if asked by the Concessionaire.	The Applicant should pay	
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 Water Pipeline then Photocopy of register of records of permissions accorded as maintained by PD then copy be enclosed	Yes.	

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THE PROJECT DIRECTOR NHAI-PIU-NAGERCOIL.

Annexure-I

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

1. The Pipeline 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 Pipeline 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.

The Pipeline 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 underground utility shall ensure that laying Pipeline 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 Pipeline 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 Pipeline 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 Oil 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

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- (a) The sides of the trench should be done as nearly vertical as possible. The trench width should be at least 30 cm, but not more than 60 cm wider than the outer diameter of the pipe.
- (b) Filling of the trench shall conform to the specifications contained herein below.
- (c) Bedding shall be to a depth of not less than 30 cm. It shall consist of granular material, free of lumps, clods and cobbles and graded to yield a firm surface without sudden change in the bearing value. Unsuitable soil and rock edged should be excavated and replaced by selected material.
- (d) The backfill shall be completed in two stages (i) side fill to the level of the top of the pipe and (ii) overfill to the bottom of the road crust.
- (e) The side fill shall consist of granular material laid in 15 cm layers each consolidated by mechanical tampering and controlled addition of moisture to 95% of the Proctor's Density. Overfill shall be compacted to the same density as the material that had been removed. Consolidation by saturation or ponding will not be permitted.
- (f) The road crust shall be built to the same strength as the existing crust on either side of the trench or to thickness and specifications stipulated by the Highways Authority. Care shall be taken to avoid the formation of a dip at the trench.
- (g) The excavation shall be protected by flagman, signs and barricades, and red lights during night hours.
- 15. If needed, a diversion shall be constructed at the expense of agency owning the Pipeline.
- 16. Prior approval of the NH shall be obtained before undertaking any work of installation, shifting or repairs, or alterations to the Pipeline 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 Pipeline will be borne by the agency owning the Pipeline.
- 18. If the NH considers it necessary in future to move the Pipeline 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 Pipeline within a reasonable time (not exceeding 60 days) of the intimation given.
- 19. The licensee shall ensure making good the excavated trench for laying Oil 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

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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 Pipeline 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 Pipeline, 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 Pipeline 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

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- 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 Pipeline.
- 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 Pipeline, 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 Oil pipeline.
- 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.
- During the subsistence of this agreement, the laying of Pipeline /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 Pipeline shall not be brought in to use by the licensee unless a completion certificate to the effect that the laying of Water 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.
- 38. 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.
- 39. 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 Pipeline 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 Pipeline 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.

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- 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 Pipeline 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 Oil pipe, as per the specification/stipulation and the alignment as approved.
- 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.



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Restoration Charges to be collected for Laying of underground Water pipeline along NH-7(NEW NH-44) (Madurai – Kanniyakumari Section) Along the road from Km.239/400 to Km.243/360 (LHS) in the state of Tamil Nadu, National Highways.				
Cost of Restoration Charges Along the Road @ Rs. 100/- per meter (i.e 100mm<300mm) (3960m x Rs. 100/-)	Rs.3,96,000/-			
Total Restoration Charges	Rs.3,96,000/-			

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

SL. NO	NAME OF VILLAGE	FROM	TO	SIDE	LENGT H (L) (in mt)	DIA OF THE PIPE (D) (m)	UTILIZED NH LAND AREA (D x L) (sq.m)	PREVAILI NG CRICLE RATE OF LAND PER UNIT AREA (sq.m) (Rs)	LICENSE FEE (PRIVATE UTILITY) (Rs)
	Along the road								
1	Agasteeswaram- Village	239.400	239.600	LHS	200	0.1	20.00	1950.00	585.00
2	Agasteeswaram- Village	239.600	242.400	LHS	2800	0.1	280.00	1950.00	8190.00
3	Kanyakumari- Village	242.400	243.360	LHS	960	0.1	96.00	1615.00	2325.60
	T(OTAL		-	3960		396.00		11100.60

Total License fee =Rs.11,100.60/Annum

License For Public Utility for 1 Year	₹ 11,100.00
License For Public Utility for 2 Year	₹ 11,766.00
License For Public Utility for 3 Year	₹ 12,471.96
License For Public Utility for 4 Year	₹ 13,220.28
License For Public Utility for 5 Year	₹ 14,013.49
otal License For Public Utility for 5 Year	₹ 62,571.73





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MIS. Annai Rejorts & Spa.

Kovalam Road, Kanninga Kuman - 629 702.

EK 170476 .

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

Agreement to lay Telecom / OFC cable /electrical cable / Pipe line / ducts etc, in NH-7 (New NH - 44) along the road from Km.239/400 to Km.243/360 (LHS) of (Madurai - Kanniyakumari Section) for a total length of 3.960 Kms in the state of Tamilnadu National Highways, Nagercoil.

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. Annai Resorts & Spa, 6-112B-3, Kovalam Road, Kanniyakumari - 629 702, Tamil Nadu, a company registered under the Companies Act, 1956 and having its Registered Office at(hereinafter called the "Licensee") which expression shall unless excluded by repugnant to the context, include his successors / administrator assignees on the second part.

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- 4. The Licensee shall pay license fees @ Rs. 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.
- 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.

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- 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 (Signature, name & address with stamp)
	SIGNED ON BEHALF OF M/S. ANNAI RESORTS & SPA, 6-112B-3, KOVALAM ROAD, KANNIYAKUMARI-629 702, TAMILNADU, (LICENSEE)
	BY SHRI (Signature, name & address with stamp)
	HOLDER OF GENERAL POWER OF ATTORNEY DATEDEXECUTED IN ACCORDANCE WITH THE RESOLUTION NO DATED PASSED BY THE BOARD OF DIRECTORS IN THE MEETING HELD ON IN THE PRESENCE OF (WITNESSES)
WI	ANKEY (1)

(2)



தமிழ்நாடு तमिलनाडु TAMILNADU

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Annexure-V

UNDERTAKING

We, M/S. Annai Resorts & Spa, 6-112B-3, Kovalam Road, Kanniyakumari - 629 702, Tamil Nadu, Laving of Pipeline in NH-7 (New NH - 44) along the road from Km. 239/400 to Km. 243/360 (LHS) of (Madurai - Kanniyakumari Section) for a total length of 3.960 Kms in the state of Tamilnadu National Highways, Nagercoil.

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 1. or to the concerned agency: Regarding the location of other cables, underground installation/utilities etc, M/s. Annai Resorts & Spa shall be responsible to ascertain from the respective agency in coordination with NHAI. M/s. Annai Resorts & Spa shall ensure the safety and security of already existing cables/underground installation/utilities facilities etc. before commencement of the excavation.

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Renewal of Bank Guarantee: M/s. Annai Resorts & Spa shall furnish a Bank 2. 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. Annai Resorts & Spa 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. Annai Resorts & Spa shall either furnish a fresh guarantee or extend the guarantee for a further period of one year. In case of M/s. Annai Resorts & Spa 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. Annai Resorts & Spa and recover the amount by invoking the bank guarantee furnished by M/s. Annai Resorts & Spa.

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. Annai Resorts & Spa 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 Water 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.

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- (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. Annai Resorts & Spa.
- (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. Annai Resorts & Spa 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. Annai Resorts & Spa 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. Annai Resorts & Spa to the use thereof shall not become absolute and indefeasible by laps of time.
- (xiv) M/s. Annai Resorts & Spa Limited shall bear the stamp duty charged for the agreement.
- (xv) The telecom cables shall not be brought in to use by M/s. Annai Resorts & Spa unless a completion certificate to the effect that the laying water 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 co-ordination with the owner has been obtained.

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- (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. Annai Resorts & Spa 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. Annai Resorts & Spa 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. Annai Resorts & Spa.
- (xix) Shifting of OFC as and when required by NH: M/s. Annai Resorts & Spa shall shift the water 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. Annai Resorts & Spa shall remove the cables/ducts within 90 days and the site shall be brought back to the original condition failing which the M/s. Annai Resorts & Spa will lose the right to remove the water pipeline/ducts. However, before taking up the work of removal of Water pipeline the M/s. Annai Resorts & Spa 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 Water 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. Annai Resorts & Spa.



- 6. If any claim is raised by the concessionaire then the same has to be paid by the applicant: M/s. Annai Resorts & Spa 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. Annai Resorts & Spa. 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 M/s. Annai Resorts & Spa. If M/s. Annai Resorts & Spa 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. Annai Resorts & Spa.
- 7. We, M/S. Annai Resorts & Spa, 6-112B-3, Kovalam Road, Kanniyakumari - 629 702, Tamil Nadu, hereby do undertake to furnish a Performance Bank Guarantee @100/- per meter for a period of one year initially (extendable if required till satisfactory completion of work) as a security against improper restoration of ground in terms of filling/unsatisfactory compaction/damages caused to other underground installation utility services & interference interruption, disruption of failure caused thereof to any services etc. In case, M/s. Annai Resorts & Spa. 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. Annai Resorts & Spa 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. Annai Resorts & Spa 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. Annai Resorts & Spa shall either furnish a fresh guarantee or extend the guarantee for a further period of one year.
- 10. We will relocate Water 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."

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- 11. We, M/S. Annai Resorts & Spa, 6-112B-3, Kovalam Road, Kanniyakumari 629 702, Tamil Nadu, hereby undertake that "The existing avenue plantation is not affect due to the present proposed Water Pipeline in NH-7 (New NH 44) along the road from Km.239/400 to Km.243/360 (LHS) of (Madurai Kanniyakumari Section) for a total length of 3.960 Kms in the state of Tamilnadu National Highways, Nagercoil.
- 12. We, M/S. Annai Resorts & Spa, 6-112B-3, Kovalam Road, Kanniyakumari 629 702, Tamil Nadu, hereby undertake to adopt open trench method where the available width of ROW 15.00 m or more and trench less technology (HDD) where the available width of ROW is less than 15.00m.
- 13. We, M/S. Annai Resorts & Spa, 6-112B-3, Kovalam Road, Kanniyakumari 629 702, Tamil Nadu, hereby undertake that the pay the fee/rent as mentioned in the Ministry's Guidelines Lr. No. RW/NH-33044/29/2015-S&R (R) dated 22.11.2016 as and when asked by NHAI.
- 14. We, M/S. Annai Resorts & Spa, 6-112B-3, Kovalam Road, Kanniyakumari 629 702, Tamil Nadu, hereby undertake that the HDD method will be adopted for crossings of all cross roads at grade separators, at grade junctions and wherever required and in the 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.

M/s. Annai Resorts & Spa

S. Gnanathiraviam

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(Founder & Chairman)



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MISAnnai Resorts a Spa

Kovalam Road, Icanniya Kumani - 629 702

INDEMNITY BOND

and .6424-18/@1/97-1

Name of Work: Laying of Water Pipeline in NH-7 (New NH - 44) along the road from gKm.239/400 to Km.243/360 (LHS) of (Madurai - Kanniyakumari Section) for a total length of 3.960 Kms in the state of Tamilnadu National Highways, Nagercoil.

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

We, M/S. Annai Resorts & Spa, 6-112B-3, Kovalam Road, Kanniyakumari - 629 702, Tamil Nadu, claims in the above work we abide in accepting for recovery of such claims affected from any 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 Water pipeline in NH-7 (New NH - 44) along the road from Km.239/400 to Km.243/360 (LHS) of (Madurai - Kanniyakumari Section) for a total length of 3.960 Kms in the state of Tamilnadu National Highways, Nagercoil or maintenance Ethereof and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof in relation there to. Failing such payments of our assets.

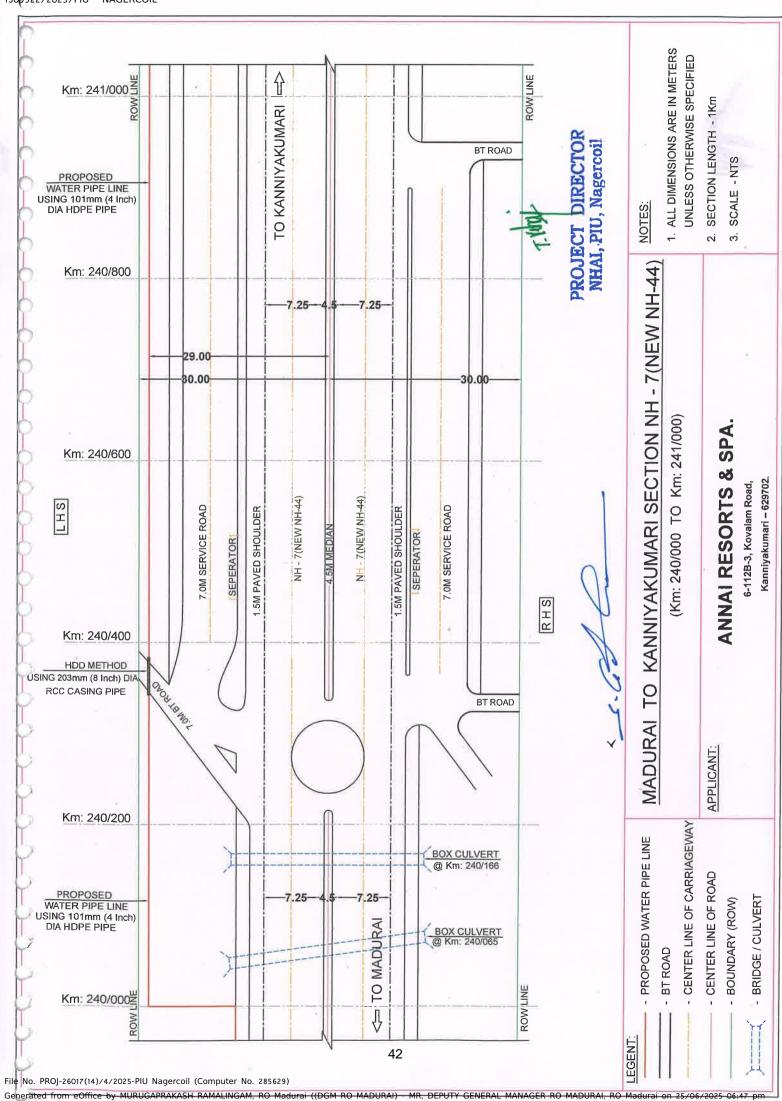
M/s. Annai Resorts & Spa

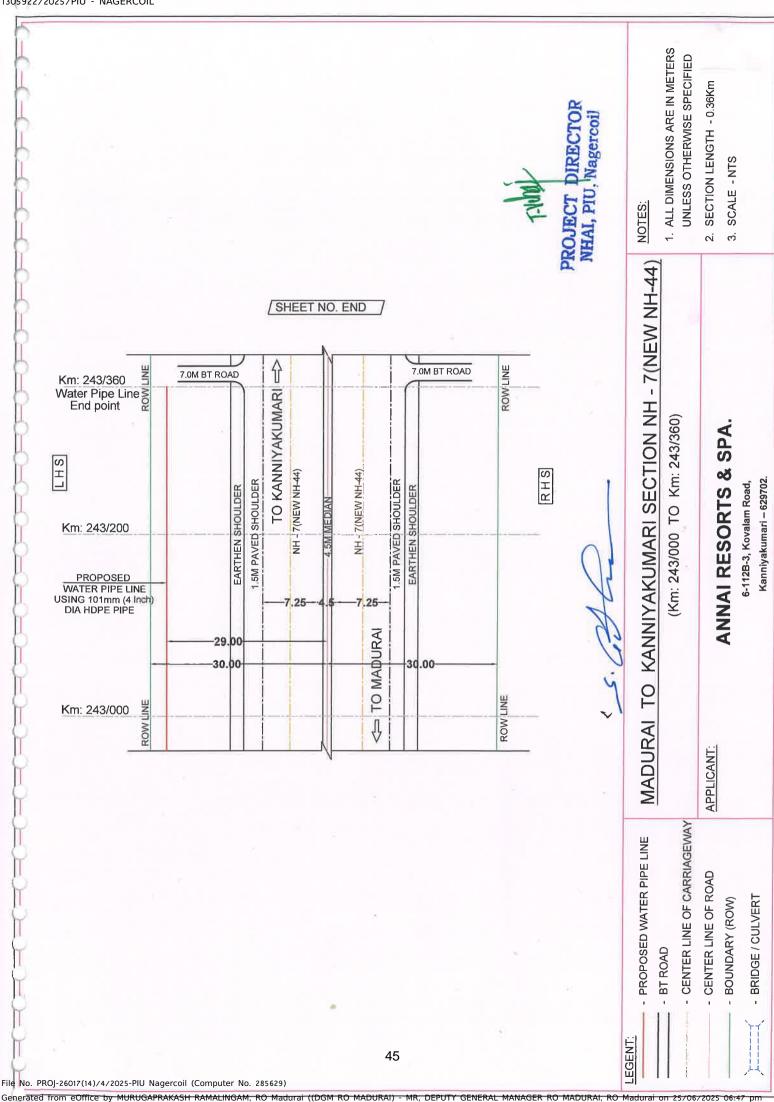
්S. Gnanathiraviam

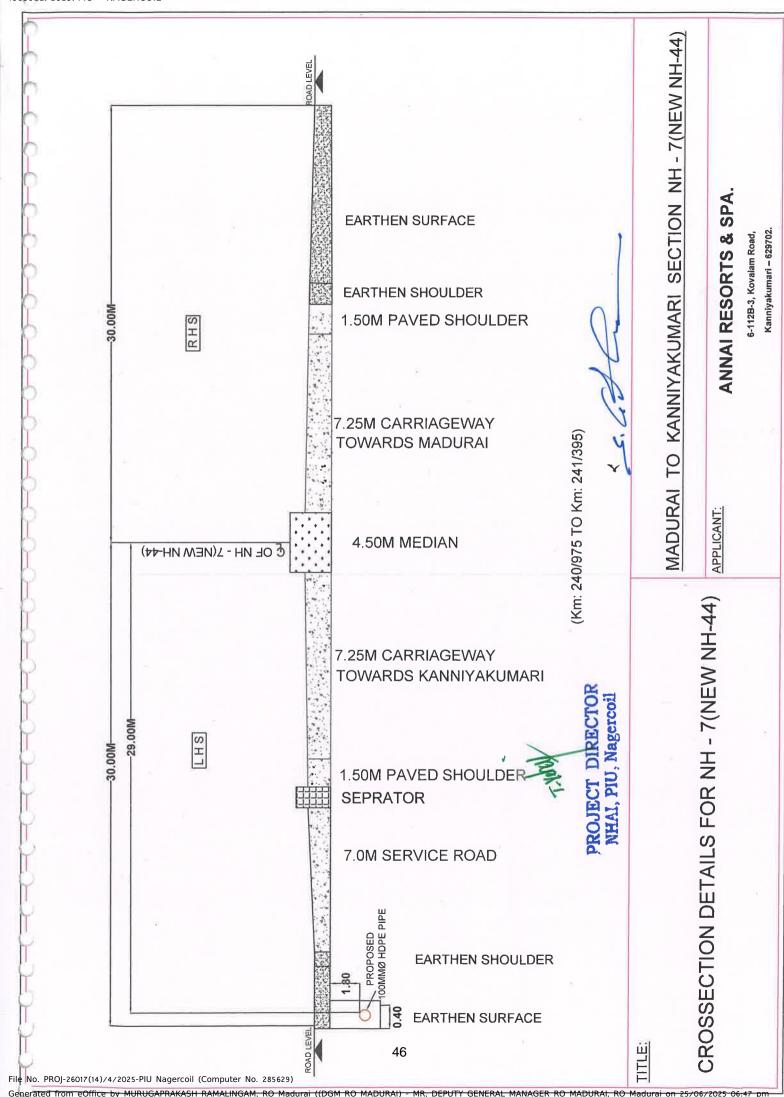
(Founder & Chairman)

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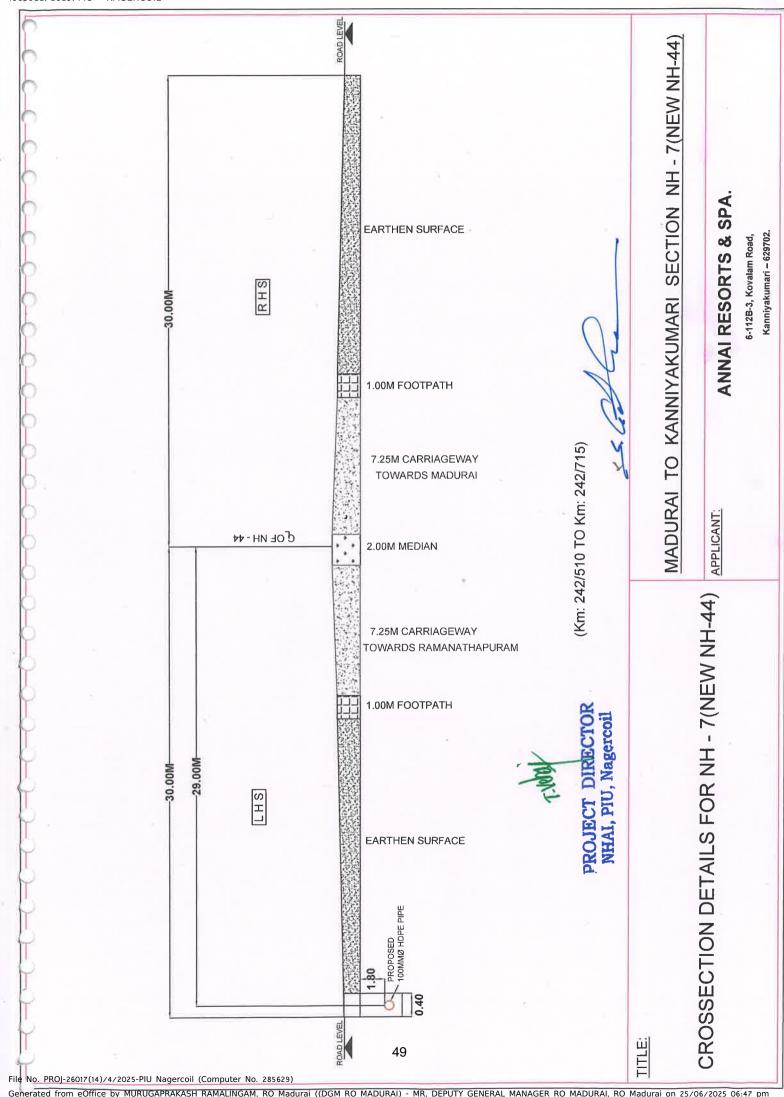


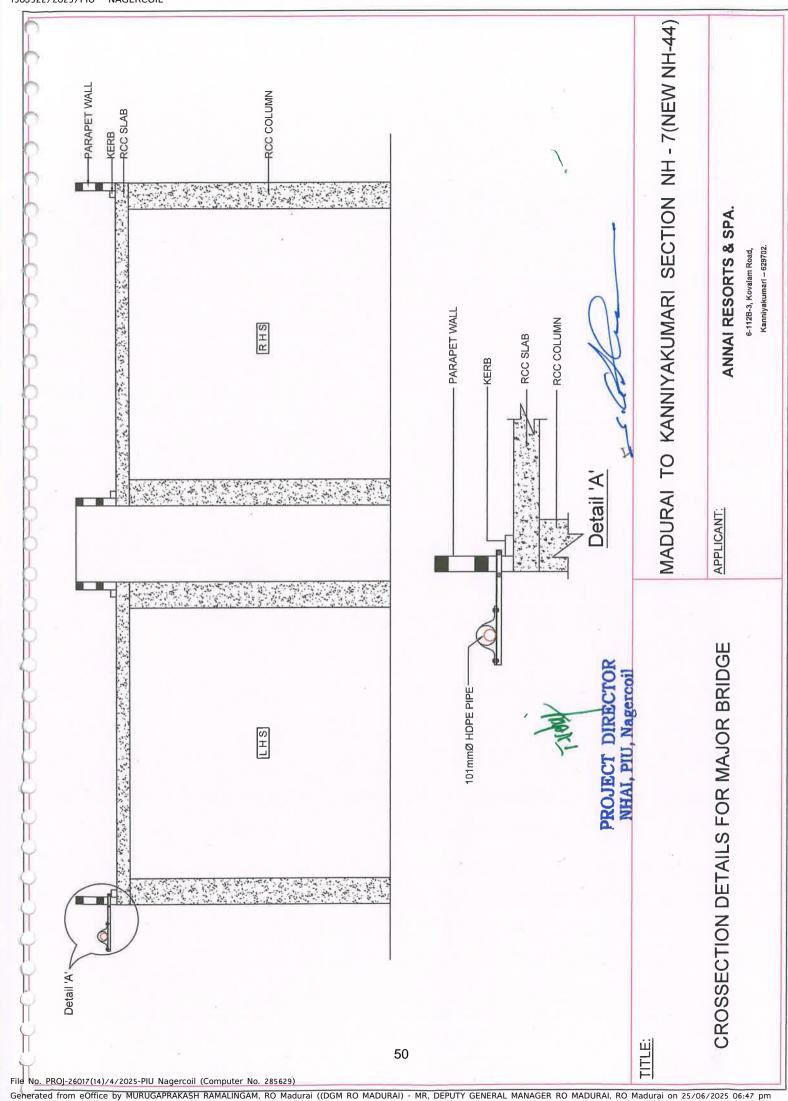


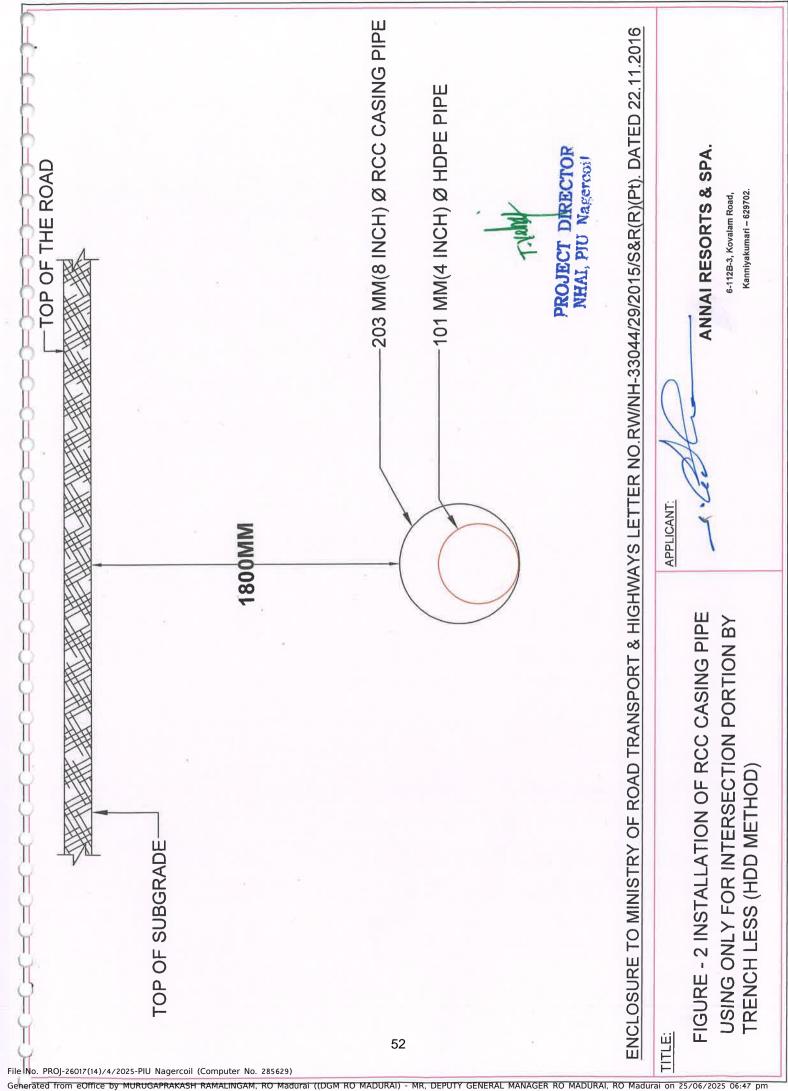


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GOVERNMENT OF INDIA

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-

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

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

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

Sir,

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

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

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

2. Laying of Utility Services along the National Highways:

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

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

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

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2.4 It is to be ensured that at no time there is interference with the drainage of the road land and maintenance of the National Highways. Towards this, the top of the utility services shall be at look O.E 1 1 de grande sever.

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

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

3. Laying of Utility Services across the National Highway:

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

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

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

3.4 The casing/conduit pipe may be installed under the road embankment either by boring or

digging a trench. Installation by boring method shall be preferred.

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

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

selected material.

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

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

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

3.5.4 The road crust shall be built to the same strength as the existing crust on either side of

the trench or to thickness and specifications stipulated by the Highway Authority.

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

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

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Directorate, State/Central Pollution Control Board and any other statutory clearances as applicable, which must be obtained by the Applicant before applying to the Highway 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 payment of additional fee at the time, which can thereafter be considered for renewal. On 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 x 12) where,

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

However, for public utilities, area below the support system/tower shall only be charged. 5.3 Fee shall have to be paid in advance for the period for which permission is granted. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @ 15% per annum compounded annually.

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

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

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filling/unsatisfactory compaction damages caused to other underground installations/mility Services & interference, interruption, disruption or failure caused thereof to any services etc.; Utility services such as nines ate trate in per mi

provided in the ducts already provided	Rs 50_
300 mm dia/width 300 mm dia/width but < =1000 mm	Rs 100_
> 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 RoW facility.

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

Encls: As above.

Money Kunon. (Manoj Kumar)

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

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

2. All ROs and ELOs of the Ministry

3. The Secretary General, Indian Roads Congress

4. The Director, IAHE

5. Technical circular file of S&R (R) Section

6. NIC-for uploading on Ministry's website under "What's new"

Copy for kind information to:

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

Annexure I

Deblic lights and industrial mit ash uchine

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.

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,

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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

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•	without casing/ conduit pipe following the safety precautions and Codes as given in Annexure II.
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	
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
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 Prevailing Circle Rate of land per unit area X 1.5% per annum, subject to minimum of Rs. 10,000/-, with 6% annual increment.
	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 Amnexure 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. 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 The following methodology shall be followed for license fees/lease rental determination for utility services such as towers/repeaters junction boxes etc. License Fees (Rs/sq m/ month) = (Utilized NH land area X Prevailing Circle Rate of land per unit area) / (10 X 12) where,

als

Utilized NH land area = Projection of There shall be no license fee for OFC utility on the ground including area of cables crossing the NH through HDD

However, for public utilities, area License fee for total term of license

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.

Yourg faithfully

(Rakesh Prakash Singh) Superintending Engineer (HA)

Copy to:

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- 1. AS/ JS/CEs in MoRTH
- 2. Director, IAHE
- 3. The Secretary General, Indian Roads Congress
- 4. Technical circular file of S&R(P&B) Section and Road Safety Engineering Cell
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 - 3. Sr. PPS to DG (RD) & SS/ Sr. PPS / PPS /PS to ADG-I/II/III/IV

(Rakesh Prakash Singh)

Superintending Engineer (HA)

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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

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