



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)

परियोजना कार्यान्वयन इकाई : कृष्णागिरी

Project Implementation Unit : Krishnagiri

259/1, सेलम मेन रोड, केएकेसी पेट्रोल बंक के पास, कृष्णागिरी (तमिलनाडु) - 635 001.

259/1, Salem Main Road, Near KAKC Petrol Bunk, Krishnagiri (Tamil Nadu) - 635 001.

टेलीफोन / Tel: 04343 234250

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No. NHAI/11013/Gas/2022/PIU-K'giri/040

27th April 2022

Invitation of Public Comments

Sub: NHAI, PIU, Krishnagiri - laying of 12" (305M) Carbon Steel Pipe with 125mm MDPE Underground Gas Pipeline and 40mm OFC duct along the road from Km.117/000 to km.134/890 (LHS) and Road Crossing at km.119/500, km.125/100, km.126/200 & km.130/900 on Walajahpettai/ Ranipettai to Tamilnadu/AP Border section of NH-4 by M/s. AG&P City Gas Pvt Ltd – Reg.

The proposal is regarding permission for Laying of 12" (305M) Carbon Steel Pipe with 125mm MDPE Underground Gas Pipeline and 40mm OFC duct along the road from 112/400 to km.117/000 (LHS) and Road Crossing at km.112/400, km.113/400, km.114/800 & km.115/200 on Walajahpettai/ Ranipettai to Tamilnadu/AP Border section of NH-4 by M/s. AG&P City Gas Pvt Ltd submitted to this office on 06.04.2022.

2. The details of the proposal is as under:

- The above proposal pertains to the Laying of 12" (305M) Carbon Steel Pipe with 125mm MDPE Underground Gas Pipeline and 40mm OFC duct along the road from 112/400 to km.117/000 (LHS) and Road Crossing at km.112/400, km.113/400, km.114/800 & km.115/200 on Walajahpettai/ Ranipettai to Tamilnadu/AP Border section of NH-4.
- The details of ROW available along with the distance at which Gas Pipeline is proposed to lay from the centerline is as follows:

Sl no.	Description	side	Length in mtrs	ROW in Meters		Distance of OFC from centerline of the Main Carriageway	
				LHS	RHS	LHS	RHS
	Along the road						
1	Km.117.000 to Km,134.890	LHS	17890	22.50	22.50	21.50	-
	Total		17890				
	Road crossings at Km.119+500, Km.125+100, Km.126+200 & Km.130+900.						

(Signature)

G:\KRISHNAN -2\Access Permission\OFC\PIU to CGM(T) & RO for approval 3.docx

3. M/s. AG&P City Gas Pvt Ltd has proposed to laying of Gas Pipeline along the road by open trench method. It is proposed to lay 40mm dia OFC Cable (1 nos.), 125mm Dia MDPE Pipe and 305mm(12" Inch) dia Carbon Steel Pipe along the road by open trench method duly keeping the top of the casing at 1.65 m below the top of sub grade level. Further, the applicant has proposed to lay the 125mm Dia MDPE Pipe across NH by HDD method, which in turn encased in 4" Inch Dia Casing pipe duly keeping the top of the casing pipe at a depth of 1.65m below the top of sub grade level.
4. M/s. AG&P City Gas Pvt Ltd has furnished an undertaking to indemnify the concerned agency in coordination with NHAI, against all damages and claims if any, due to the digging of trenches for laying cables/ ducts. Further, the applicant has furnished undertaking that they will adopt HDD method wherever, the available width of ROW is less than 15m and undertaking not to damage other utility, if damaged then to pay the losses either to NHAI or to the concerned agency. Further, the applicant has furnished undertaking that the HDD method will be adopted for crossing of road at grade separators at grade junction and wherever required and in the built up areas as per the instruction of NHAI officials.
5. As per the guidelines issued by the Ministry vide letter No.RW/NH33044/29/2015/ S&R(R) dated 22.11.2016, the proposal submitted by M/s. AG&P City Gas Pvt Ltd will be made available for 30 days seeking public comments/objections and the comments shall be furnished within 30 days from the day of closure of public objections.

In view of the above, comments of the public on the above proposal are invited any may be sent to the below mentioned address:

The Project Director,
National Highways Authority of India,
Project Implementation Unit,
No.259/1, Salem Main Road,
Near KAKC Petrol Bunk,
Krishnagiri (T.N) - 635 001

Yours faithfully,


(G.Athipathi)

Project Director

Copy to:

1. Regional Officer, NHAI, Chennai Region, Chennai – for kind information.
2. NHAI website.
3. The NIC, New Delhi- for uploading in the Ministry's website.

AGP-CVK-VLR-CGD-Rou-0422-0216

Date: 02.04.2022

To
The Project Director,
National Highway authority of India,
Krishnagiri,
Tamil Nadu.

Sir,

Sub: Laying of 12"(305MM) Carbon Steel Pipe with 125mm MDPE Underground Gas Pipeline and 40mm OFC duct Along the road from Km.117/000 to Km.134/890 (LHS) also across @ Km.119/500, Km.125/100, km.126/200 & Km.130/900 of (Ranipet – Chittoor Section) in Tamil Nadu state– Proposal Submitted – approval requested – reg.


We submit herewith the proposal for laying of 12"(305MM) Carbon Steel Pipe with 125mm MDPE Underground Gas Pipeline and 40mm OFC duct Along the road from Km.117/000 to Km.134/890 (LHS) also across @ Km.119/500, Km.125/100, km.126/200 & Km.130/900 of (Ranipet – Chittoor Section) in Tamil Nadu state by Open Trench and HDD Method.

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

We request that necessary permission may please be issued, so as to enable to lay the Gas pipeline along the road NH – 4 and the restoration charges may be intimated to the above address for making payment.

Thanking You Sir,

Yours Faithfully,

Dy. No.	3201
Date.	06/04/22
PD	
Mgr (T)	
M (F & A)	

For AGP City Gas Private Limited,

(Authorized Signatory)



Encl: Five copies of Proposal

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

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

• **Relevant circulars**

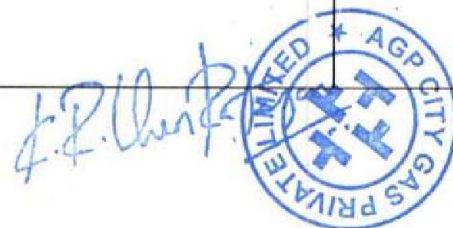
- 1) Ministry Circular No. NH-41 (58)/68 dated 31.1.1969
- 2) Ministry Circular No. NH-III/P/66/76 dated 18/19.11.1976
- 3) Ministry Circular No. RW/NH-III/P/66/76 dated 11.5.1982
- 4) Ministry Circular No. RW/NH-11037/1/86-DOI (ii) dated 28.7.1993
- 5) Ministry Circular No. RW/NH-11037/1/86/DOI dated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

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

S. No.	Item	Information/ Status	Remarks
1	General Information		
1.1	Name and Address of the Applicant/Agency	M/s. AGP City Gas Private Limited, Pacifica Tech Park, Survey No.76, Building No. Core 2, First Floor, No.23, Rajiv Gandhi Salai, Navalur, Chennai - 600 130.	
1.2	National Highway Number	NH-4	
1.3	State	TamilNadu.	
1.4	Location	(Ranipet – Chittoor Section) in Tamil Nadu State.	
1.5	(Chainage in km)	Along the road from Km.117/000 to Km.134/890 (LHS) Km.119/500, Km.125/100, km.126/200 & Km.130/900 in Tamil Nadu State.	
1.6	Length in Meters	17890 Meters	
1.7	Width of available ROW		
	(a) Left side from center line towards increasing chainage/ km direction	22.50 meters.	
	(b) Right side from center line towards increasing chainage/ km direction	22.50 meters.	
1.8	Proposal to lay underground Gas pipe line.		



	(a) Left side from center line towards increasing chainage / km direction	21.50 meters.	
	(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	
	If not then where to lay the Pipe	No	
1.11	Details of already laid services, if any, along the proposed route	Nil	
1.12	Number of lanes (2/4 / 6/8 lanes) existing	4 lane with Service Road	
1.13	Proposed Number of lanes (2 lane with paved shoulders/4 / 6/8 lanes)	6 lane with Service Road	
1.14	Service road existing or not	Yes	
	If yes then which side		
	(a) Left side from center line	Yes, Show in Drawings	
	(b) Right side from center line	Yes, Show in Drawings	
1.15	Proposed Service road		
	(a) Left side from center line	NA	
	(b) Right side from center line	NA	
1.16	Whether proposal to lay Gas Pipe line is after the service road or between the service road and main carriageway	No, Close to ROW	
1.17	<p>The permission for laying of Gas Pipe Line shall be considered for approval / rejection based on the Ministry Circulars mentioned as above.</p> <p>(a) Carrying of sewage/gas pipelines on highway bridges shall not be permitted as Fumes /gases pipes can accelerate the process of corrosion or may cause explosions, thus, being much more injurious than leakage of water.</p> <p>(b) Carrying of Gas Pipe lines 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 a manner that in the final arrangement enough free space around the superstructure of the bridge remains available for inspection and repairs, etc</p>	Considered for approval based on the NH circular.	



	<p>(c) Cost of required extension of the substructure as well as that of the supporting superstructure shall be borne by the agency-in-charge of the utilities.</p> <p>(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.</p>		
1.18	<p>If crossings of the road involved</p> <p>If Yes, it shall be either encased in pipes or through structure or conduits specially built for that purpose at the expenses of the agency owning the line</p>	Yes	
	(a) Existing drainage structures shall not be allowed to carry the lines.	No	
	(b) Is it on a line normal to NH	No	
	(c) Crossings shall not be too near the existing structures on the National Highway, the minimum distance being 15 meter. What is the distance from the existing structures	No	
	(d) The casing pipe (or conduit pipe in the case of electric cable) carrying the utility line shall be of steel, cast iron, or reinforced cement concrete and have adequate strength and be large enough to permit ready withdrawal of the carrier pipe/cable.	No	
	(e) Ends of the casing/conduit pipe shall be sealed from the outside, so that it does not act as a drainage path.	No	
	(f) The casing/conduit pipe should, as minimum extend from drain to drain in cuts and toe of slope toe of slope in the fills.	No	
	(g) 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.	No	
	(h) Crossing shall be by boring method (HDD) specially where the existing road pavement is of cement concrete or dense bituminous concrete type.	No	
	(i) The casing/conduit pipe shall be installed with an even bearing throughout its length and in such a manner as to prevent the formation of a waterway along it.	No	
2	Document / Drawings enclosed with the proposal	Yes	

K.P. Chandra




2.1	<p>Cross section showing the size of trench for open trenching method (Is it normal size of 1.2m deep X 0.3m wide)</p> <p>(i) Should not be greater than 60 Cm wider than the outer diameter of the pipe</p> <p>(ii) located as close to the extreme edge of the right-of-way as possible but not less than 15 meter from the centre-lines of the nearest carriageway</p> <p>(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</p> <p>(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.</p>	Yes	
2.2	Cross section showing the size of pit and location of gas pipe line for HDD method	Yes	
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 Gas pipe line.	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	Yes	
	(a) The trench width should be at least 30 cm, but not more than 60 cm wider than the outer diameter of the pipe.	Yes	
	(b) For filling of the trench, Bedding shall be to a depth of not less than 30 cm. It shall consist of granular material, free of lumps, clods and cobbles and graded to yield a firm surface without sudden change in the bearing value. Unsuitable soil and rock edged should be excavated and replaced by selected material.	Yes	
	(c) The backfill shall be completed in two stages (i) side – fill to the level of the top of the pipe and (ii) overfill to the bottom of the road crust.	Yes	



	(d) The side fill shall consist of granular material laid in 15 cm layers each consolidated by mechanical tampering and controlled addition of moisture to 95% of the Proctor's Density. Overfill shall be compacted to the same density as the material that had been removed. Consolidation by saturation or ponding will not be permitted. (e) The road crust shall be built to the same strength as the existing crust on either side of the trench. Care shall be taken to avoid the formation of a dip at the trench.	Yes	
	(f) The excavation shall be protected by flagman, signs and barricades, and red lights during night hours.	Yes	
	(g) If required, a diversion shall be constructed at the expense of agency owning the utility line	Yes	
2.4.2	Horizontal Directional Drilling (HDD) Method	-	
2.4.3	Laying of Gas Pipe Line through CD works and method of laying	No.	
	(a) On approaches, the water mains/cables shall be carried along a line as close to the edge of the right-of way as possible up-to a distance of 30 m from the bridge and subject to all other stipulations contained in this Ministry's guidelines issued with letter No.NH-HI/P/66/76 dated 19.11.1976.	Yes	
3	Draft License Agreement signed by two witnesses	Yes, enclosed with proposal	
4	Performance Bank Guarantee in favour of NHAI has to be obtained @ Rs100/- per running meter (parallel to 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.	

4.2.1



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 for	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 Gas pipe line as and when required by NH at their own cost	Yes, enclosed with proposal	
5.5	Shifting due to 4 lanning / 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 Gas pipe line 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	
5.9	Prior approval of the NH shall be obtained before undertaking any work of installation, shifting or repairs, or alterations to the showing Gas Pipe line located in the National highway right-of-ways.	Yes, enclosed with proposal	
5.10	Expenditure, if any, incurred by NH for repairing any damage caused to the National Highway by the laying, maintenance or shifting of the Gas Pipe line will be borne by the agency owning the line.	Yes, enclosed with proposal	
5.11	If the NH considers it necessary in future to move the utility line for any work of improvement or repairs to the road, it will be carried out as desired by the NH at the cost of the agency owning the utility line within a reasonable time (not exceeding 60 days) of the intimation given.	Yes, enclosed with proposal	



5.12	<p>Certificate from the applicant in the following format</p> <p>(i) <i>Laying of Gas Pipeline will not have any deleterious effects on any of the bridge components and roadway safety for traffic.</i></p> <p>(ii) for 4-lanning <i>"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 four-lanning or any other development."</i></p>	Yes, enclosed with proposal	
6.	Who will sign the agreement on behalf of Gas pipe line agency	<p>M/s. AGP City Gas Private Limited, Pacifica Tech Park, Survey No.76, Building No. Core 2, First Floor, No.23, Rajiv Gandhi Salai, Navalur, Chennai - 600 130.</p>	
7	Certificate from the Project Director.		
7.1	<p>Certificate for confirming of all standard condition issued vide Ministry Circular No. Ministry Circular No. NH-41 (58)/68 dated 31.1.1969, Ministry Circular No. NH-III/P/66/76 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.</p>	(Yes)	
7.2	<p>Certificate from PD in the following format</p> <p>(i) "It is certified that any other location of the Gas pipeline would be extremely difficult and unreasonable costly and the installation of Gas pipeline within ROW will not adversely affect the design, stability & traffic safety of the highway nor the likely future improvement such as widening of the carriageway, easing of curve etc".</p> <p>(ii) for 4-lanning</p> <p>(a) Where feasibility is available "I do</p>	(Yes)	



	<p>certify that there will be no hindrance to proposed Four-laning based on the feasibility report considering proposed structures at the said location".</p> <p>(b) In case feasibility report is not available "I do certify that sufficient ROW is available at site for accommodating proposed four-laning".</p>		
8	<p>If NH section proposed to be taken up by NHAI on BOT basis - a clause is to be inserted in the agreement. <i>"The permitted Highway on which Licensee has been granted the right to lay cable/duct has also been granted as a right of way to the concessionaire under the concession agreement for up-gradation Along the road from Km.117/000 to Km.134/890 (LHS) Km.119/500, Km.125/100, km.126/200 & Km.130/900 in Tamil Nadu State for a total length of 17.890 Kms, in the state of Tamil Nadu, NH-4 on Build, Operate and Transfer Basis] and therefore, the licensee shall honour the same."</i></p>	N.A	
9	Who will supervise the work of laying of Gas pipeline	Consultants and relevant filed Officers of NH.	
10	Who will ensure that the defects in road portion after laying of Gaspipe line are corrected and if not corrected then what action will be taken.	BG will encashed. 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 claims.	
12	A certificate from PD that he will enter the proposed permission in the register of records of the permissions in the prescribed proforma (copy enclosed).	Yes.	
13	If any previous approval is accorded for laying of underground Gas Pipeline then Photocopy of register of records of permissions accorded as maintained by PD then copy be enclosed	Yes.	

[Handwritten Signature]



The Project Director.
NHAI-PIU-Krishnagiri.

Annexure-I

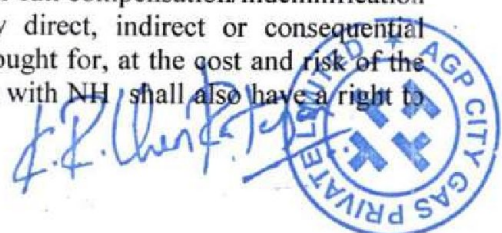
Conditions to be enclosed/incorporated in the approval letter for permission for laying of Gas Pipeline

1. The Gas pipe line shall be located as close to the extreme edge of the right-of-way as possible but not less than 15 meter from the centre-lines of the nearest carriageway.
2. The Gas pipe line shall not be permitted to run along the National Highways when the road formation is situated in double cutting. Nor shall these be laid over the existing culverts and bridges without the prior approval of NH/Government of India.
3. The Gas pipe line shall be so placed that at no time there is interference with the maintenance of the National Highways.
4. These should be so laid that their top is at least 0.6 meter below the ground level so as not to obstruct drainage of the road land.
5. The authority/ owner of the under ground utility shall ensure that laying Gas pipe line should not have any deleterious effects on any of the bridge components and roadway safety for traffic.
6. The lines shall cross the National Highways preferably on a line normal to it or as nearly so as practicable.
7. Crossings shall not be too near the existing structures on the National Highway, the minimum distance being 15 meter.
8. The Gas pipe line is permitted to cross the National Highway, either encased in pipes or through structure of conduits specially built for that purpose at the expense of the agency owning the line. Existing drainage structures shall not be allowed to carry the lines across.
9. The casing pipe (or conduit pipe in the case of electric cable) carrying the Gas pipe line shall be of steel, cast iron, or reinforced cement concrete and have adequate strength and be large enough to permit ready withdrawal of the carrier pipe/cable. Ends of the casing/conduit pipe shall be sealed from the outside, so that it does not act as a drainage path.
10. The casing/conduit pipe should, as minimum extend from drain to drain in cuts and toe of slope toe of slope in the fills.
11. The top pf the casing/conduit pipe should be at least 1.2 meter below the surface of the road subject to being at least 0.3 m below the drain inverts.
12. The casing/conduit pipe may be installed under the road embankment either by boring or digging a trench. Installation by boring method shall only be permitted where the existing road pavement is of cement concrete or dense bituminous concrete type.
13. The casing/conduit pipe shall be installed with an even bearing throughout its length and in such a manner as to prevent the formation of a Gasway along it.
14. Open trenching method. (May be allowed in utility corridor only where pavement is neither cement concrete nor dense bituminous concrete type)
 - (a) The sides of the trench should be done as nearly vertical as possible. The trench width should be at least 30 cm, but not more than 60 cm wider than the outer diameter of the pipe.
 - (b) Filling of the trench shall conform to the specifications contained herein below.
 - (c) Bedding shall be to a depth of not less than 30 cm. It shall consist of granular material, free of lumps, clods and cobbles and graded to yield a firm surface without sudden change in the bearing value. Unsuitable soil and rock edged should be excavated and replaced by selected material.
 - (d) The backfill shall be completed in two stages (i) side - fill to the level of the top of the pipe and (ii) overfill to the bottom of the road crust.

[Handwritten signature]



- (e) The sidefill shall consist of granular material laid in 15 cm layers each consolidated by mechanical tampering and controlled addition of moisture to 95% of the Proctor's Density. Overfill shall be compacted to the same density as the material that had been removed. Consolidation by saturation or ponding will not be permitted.
- (f) The road crust shall be built to the same strength as the existing crust on either side of the trench or to thickness and specifications stipulated by the Highways Authority. Care shall be taken to avoid the formation of a dip at the trench.
- (g) The excavation shall be protected by flagman, signs and barricades, and red lights during night hours.
15. If needed, a diversion shall be constructed at the expense of agency owning the Gas pipe line.
16. Prior approval of the NH shall be obtained before undertaking any work of installation, shifting or repairs, or alterations to the Gas pipe line located in the National highway right-of-ways.
17. Expenditure, if any, incurred by the Highway Authority for repairing any damage caused to the National Highway by the laying, maintenance or shifting of the Gas pipe line will be borne by the agency owning the Gas pipe line.
18. If the NH considers it necessary in future to move the Gas pipe line for any work of improvement of repairs to the road, it will be carried out as desired by the Highway Authority at the cost of the agency owning the Gas pipe line within a reasonable time (not exceeding 60 days) of the intimation given.
19. The licensee shall ensure making good the excavated trench for laying Gas pipeline by proper filling and compaction, so as to restore the land in to the same conditions as it was before digging the trench, clearing debris/loose earth produced due to execution of trenching at least 50m away from the edge of the right of way.
20. The licensee shall furnish a Bank Guarantee to the NH @ Rs100/- per running meter (parallel to NH) and Rs1,00,000/- per crossing of NH, for a period of one year initially (extendable if required till satisfactory completion of work) as a security for ensuring/making good the excavated trench for laying the cables/ducts by proper filling and compaction, clearing debris/loose earth produced due to execution of trenching at least 50m away from the edge of the right of way. No payment shall be payable by the NH to the licensee for clearing debris/loose earth.
21. In case the work contemplated herewith is not completed to the satisfaction of the NH, which has granted the permission, within a period of 11 months from the date of issue of the bank guarantee, the licensee shall either furnish a fresh guarantee or extend the guarantee for a further period of one year. In case of the licensee failing to discharge the obligation of making good the excavated trench, the NH shall have a right to make good the damages caused by excavation, at the cost of the licensee and recover the amount by invoking the bank guarantee furnished by the licensee.
22. The licensee shall shift the Gas pipe line within 60 days (or as specified by the respective agency/owner) from the date of issue of the notice by the NH / Govt. of India to shift/relocate the Gas pipe line, in case it is so required for the purpose of improvement/widening of the road/route/highway or construction of flyover/bridges and restore the road/land to its original condition at his own cost and risk.
23. Regarding the location of other cables, underground installation/utilities etc, the licensee shall be responsible to ascertain from the respective agency in coordination with NH. The licensee shall ensure the safety and security of already existing cables/underground installation/utilities facilities etc. before commencement of the excavation.
24. The licensee shall be solely responsible/ liable for full compensation/indemnification of concerned agency/aggrieved owner for any direct, indirect or consequential damage caused to them/claims or replacement sought for, at the cost and risk of the licensee. The concerned agency in co-ordination with NH shall also have a right to





தமிழ்நாடு தமில்நாடு TAMILNADU

CN 525422

T. PARVATHI

1 APR 2022

M/s. AGP City Gas Private Limited
Chennai

L.V.S. TM
No 81, M. STREET,
CHENNAI - 600 079.

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

Agreement to lay Telecom / OFC cable / electrical cable / pipe line / ducts etc, in NH-4 along the road from Km.117/000 to Km.134/890 (LHS) and also across @ Km.119/500, Km.125/100, km.126/200 & Km.130/900 of (Ranipet - Chittoor Section) in Tamil Nadu State for a total length of 17.890 Kms in the state of Tamil Nadu, National Highways, Krishnagiri.

This Agreement made this _____ day of _____ (month) _____ of (year) between _____ acting in his executive capacity through _____ (hereinafter referred to as the "Authority" which expression shall unless excluded by or repugnant to the context include his successors in office and assigns) on the one part, an M/s. AGP City Gas Private Limited, Pacifica Tech Park, Survey No.76, Building No. Core 2, First Floor, No.23, Rajiv Gandhi Salai, Navalur, Chennai - 600 130, Tamilnadu State, a company registered under the Companies Act, 1956 and having its Registered Office at (hereinafter called the "Licensee") which expression shall unless excluded by repugnant to the context, include his successors / administrator assignees on the second part.



Whereas the Authority is responsible, inter-alia, for development and maintenance of lands in NH-4 along the road from Km.117/000 to Km.134/890 (LHS) and also across @ Km.119/500, Km.125/100, km.126/200 & Km.130/900 of (Ranipet – Chittoor Section) in Tamil Nadu State for a total length of 17.890 Kms in the state of Tamil Nadu, National Highways, Krishnagiri.

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

Whereas the Licensee has applied to the Authority for permission to lay utility services in NH-4 along the road from Km.117/000 to Km.134/890 (LHS) and also across @ Km.119/500, Km.125/100, km.126/200 & Km.130/900 of (Ranipet – Chittoor Section) in Tamil Nadu State for a total length of 17.890 Kms in the state of Tamil Nadu, National Highways, Krishnagiri.

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

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

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



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

28/11/2017
GAS PRIVATE LIMITED

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 least 0.3m below the drain inverts. A typical sketch showing the clearances is given in Attachment-I.

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

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

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

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

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

18. All required restoration work subsequent to laying of the cable shall be required to be undertaken by the Licensee at its cost either by itself or through its authorized representative in consultation with the authority as per predetermined time schedule and quality standards.

19. Prior to commencement of any work on the ground, a performance Bank guarantee @Rs. Per route metre /Rs per sq m with a validity of one year initially (extendable if required till satisfactory completion of work) shall have to be



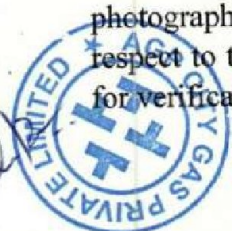
furnished by the Licensee to the Authority its designated agency as a security against improper restoration of ground in terms of filling / unsatisfactory compaction damages caused to other underground installations utility services & interference, interruption, disruption, or failure caused thereof any services etc. in case of licensee failing to discharge the obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee.

20. In case, the Performance Bank guarantee is invoked as mentioned above, the Licensee shall be required to replenish and reinstate the required Performance Bank Guarantee within one month of such invoking. In case the work contemplated herein is not completed to the satisfaction of the Authority, which has granted the permission, within a period of 11 months from the date of issue of the Bank Guarantee, the Licensee shall either furnish a fresh guarantee or extend the guarantee for a further period of one year. Notwithstanding this, the Licensee shall be liable to pay full compensation to the aggrieved Authority/its designated agency for any damage sustained by them by reason of the exercise of the RoW facility.
21. The Licensee shall shift the utility services within 90 days (or as specified by the respective authority) from the date of issue of the notice by the concerned authority to shift/relocate the utility services, in case it is so required for the purpose of improvement/widening of the road/route/highway or construction of flyover/bridge and restore the road/land to its original condition at his own cost and risk.
22. The Licensee shall be responsible to ascertain from the respective agency in co-ordination with Authority, regarding the location of other utilities/underground installations/facilities etc. The Licensee shall ensure the safety and security of already existing underground installations / utilities / facilities etc. before commencement of the excavation /using the existing cable ducts. The Licensee shall procure insurance from a reputed insurance company against damages to already existing underground installations/utilities/facilities etc.
23. The Licensee shall be solely responsible / liable for full compensation/indemnification of concerned agency / aggrieved Authority for any direct, indirect or consequential damage caused to them / claims or replacements sought for, at the cost and risk of the Licensee. The concerned agency in co-ordination with Authority shall also have a right make good such damages/recover the claims by forfeiture of Bank Guarantee.
24. If the licensee fails to comply with any condition to the satisfaction of the Authority, the same shall be executed by the Authority at the cost and risk of the Licensee.
25. Grant of Licensee is subject to the Licensee satisfying (a) minimum disruption of traffic and (b) no damage to the highways. As far as possible, the Licensee should avoid cutting of the road for crossing highway, and other roads and try to carry out the work by trenchless technology. In case any damage is caused to the road pavement in this process, the Licensee will be required to restore the road to the original condition at its cost. If due to unavoidable reasons the road needs to be cut for crossing or laying utility services, the Licensee has to execute the restoration work in a time bound manner at its cost either by itself or through its authorised representative in



consultation with the Authority as per predetermined time schedule and quality standards. In case of the Licensee failing to discharge the obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee.

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



36. The Licensee shall allow free access to the Site at all times to the authorised representatives of Authority to inspect the Project Facilities and to investigate any matter within their Authority, and upon reasonable notice, shall provide reasonable assistance necessary to carry out their respective duties and functions.
37. The Utility services shall not be made operational by the Licensee unless a completion certificate to the effect that the utility services has been laid in accordance with the approved specifications and drawings and the trenches have been filled up to the satisfaction of the concerned agency in co-ordination 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 nor 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 brought 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. AGP CITY GAS PRIVATE LIMITED, PACIFICA TECH PARK, SURVEY NO.76, BUILDING NO.CORE 2, FIRST FLOOR ,NO.23, RAJIV GANDHI SALAI, NAVALUR, CHENNAI - 600 130. (LICENSEE)

BY SHRI

(Signature, name & address with stamp)

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

1.

2.



தமிழ்நாடு தமில்நாடு TAMILNADU

1 APR 2022

M/s. AGP City Gas Private Limited
Chennai

CN 525424

T. PARVATHI

V.S. TM. 10/04/91
No. 81, MULLA STREET,
CHENNAI - 600 079.

Annexure-V

UNDERTAKING

We, M/s. AGP City Gas Private Limited, Pacifica Tech Park, Survey No.76 Building No. Core 2, First Floor, No.23, Rajiv Gandhi Salai, Navalur, Chennai - 600 130, Tamilnadu State, laying of Gas Pipeline Along the road from Km.117/000 to Km.134/890 (LHS) Km.119/500, Km.125/100, km.126/200 & Km.130/900 in Tamil Nadu State for a total length of 17.890 Kms in the state of Tamil Nadu, National Highways, Krishnagiri.

We here by undertake the Standard Conditions of NH Rules:

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



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

3. **Confirming all standard conditions of NH:**

- (i) The period of validity of Way permission shall be co-terminus with the validity of licensee given by the Ministry of Communications / DoT.
- (ii) The cable shall be laid at the edge of the right of way within 2m utility corridors.
- (iii) The top of the casing conduit pipe containing the cables shall be at least 1.65m 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. AGP City Gas Private Limited will be required to restore the same to the original condition at his own cost.
- (v) Existing CD works shall not be allowed for laying the Gas Pipeline and shall be Acrossed by HDD method only.
- (vi) No trenching will be done on link road, boring method will be used in link road and cable will be laid at the extreme edge of the road in the non-BT surface only.
- (vii) The licensee shall inform/give a notice to the NH or its authorized agency at least 15 days in advance with route details prior to digging trenches for fresh or maintenance/repair work. A separate work plan and a separate performance Bank Guarantee @ Rs100/- per meter length for maintenance/ repair work shall have to be furnished by M/s. AGP City Gas Private Limited.
- (viii) Each day, the extent of digging the trenches should be strictly regulated so that cables are laid and trenches filled up before the close of the work that day. Filling should be completed to the satisfaction of the concerned agency designated by the NH.



- (ix) The Licensee shall indemnify the concerned agency in co-ordination with NH, against all damages and claims, if any, due to the digging of trenches for laying cables/ducts.
- (x) The NH has a right to terminate the permission or to extend the period of agreement. In case the M/s. AGP City Gas Private Limited wants shifting, repairs or alteration to telecom cables/ducts, he will have to furnish a separate bank guarantee.
- (xi) The Licensee shall not without prior permission in writing from the NH or its authorized agency undertake any work of shifting, repairs or alterations to the said telecom cables/ducts.
- (xii) The permission granted shall not in any way be deemed to convey to M/s. AGP City Gas Private Limited, any ownership right or any interest in route/road/highway/ land/ property, other than what is herein expressly granted.
- (xiii) During the subsistence of this agreement, the laying telecom cables/ducts located in highway land/property shall be deemed to have been constructed and continued only by the consent and permission of the NH so that the right of M/s. AGP City Gas Private Limited to the use thereof shall not become absolute and indefeasible by laps of time.
- (xiv) M/s. AGP City Gas Private Limited shall bear the stamp duty charged for the agreement.
- (xv) The telecom cables shall not be brought in to use by M/s. AGP City Gas Private Limited unless a completion certificate to the effect that the laying gas pipeline/ducts has been laid in accordance with the approved specifications and drawings and the trenches have been filled up to the satisfactions of the concerned agency in co-ordination with the owner has been obtained.
- (xvi) Notwithstanding anything NH contained herein this agreement may be cancelled at any time by the for breach of any condition of the same and M/s. AGP City Gas Private Limited shall neither be entitled to any compensation for any loss caused to it by such cancellation nor shall it be absolved from any liability already incurred.
- (xvii) The licensee shall have to provide barricading, danger lighting and other necessary caution boards while executing the work and during maintenance. If NH is required to do some emergent work M/s. AGP City Gas Private Limited will provide an observer within 24 hours. NH will not be responsible for any damage of any kind by what so ever means natural or otherwise.
- (xviii) The enforceability of the Right-of Way permission granted here in shall be restricted to the extent of provisions/scope of service contained/defined in the license agreement of the License with Department and for the purpose for which it is granted. Either by content or by intent, the purpose extending this Right-of Way facility is not to enhance the scope of M/s. AGP City Gas Private Limited.

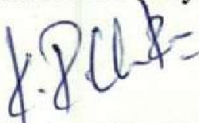


- (xix) **Shifting of OFC as and when required by NH:** M/s. AGP City Gas Private Limited shall shift the gas pipeline/ducts within 90 days (or as specified by the respective agency/owner) from the date of issue of the notice by the NH to shift/relocate the cables/ducts, in case it is so required for the purpose of improvement/widening of the road/route/highway or construction of flyover/bridges and restore the road/land to its original condition at his own cost and risk.
4. **Shifting due to 4 lining / widening of NH:** After the termination/expiry of the agreement, M/s. AGP City Gas Private Limited shall remove the cables/ducts within 90 days and the site shall be brought back to the original condition failing which the M/s. AGP City Gas Private Limited will lose the right to remove the gas pipeline/ducts. However, before taking up the work of removal of gas pipeline the M/s. AGP City Gas Private Limited shall furnish a bank guarantee to the owner for a period of one year for an amount assessed by the owner for making good the excavated trench by proper filling and compaction, clearing debris, loose earth produced due to excavation of trenching at least 50m away from the edge of the right of way.
5. **Traffic movement during lying of Gas pipeline to be managed by the applicant:** If any traffic diversion works are found necessary during the working period such diversion shall be provided at the cost of M/s. AGP City Gas Private Limited.
6. **If any claim is raised by the concessionaire then the same has to be paid by the applicant:** M/s. AGP City Gas Private Limited shall be solely responsible/ liable for full compensation/indemnification of concerned agency/aggrieved owner for any direct, indirect or consequential damage caused to them/claims or replacement sought for, at the cost and risk of M/s. AGP City Gas Private Limited. 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. AGP City Gas Private Limited. If M/s. AGP City Gas Private Limited fails to comply with the condition 5 and 6 above to the satisfaction of the NH, the same shall be got executed by the NH at the risk and cost of the M/s. AGP City Gas Private Limited.
7. **We, M/s. AGP City Gas Private Limited, Pacifica Tech Park, Survey No.76, Building No. Core 2, First Floor, No.23, Rajiv Gandhi Salai, Navalur, Chennai - 600 130, Tamilnadu State,** hereby do undertake to furnish a Performance Bank Guarantee @100/- per meter for a period of one year initially (extendable if required till satisfactory completion of work) as a security against improper restoration of ground in terms of filling/unsatisfactory compaction/damages caused to other underground installation utility services & interference interruption, disruption of failure caused thereof to any services etc. In case, M/s. AGP City Gas Private Limited. Failing to discharge the obligation of making good the damages caused due to excavated trench, the NH shall have a right to make good the damages caused due to excavation at the cost of the M/s. AGP City Gas Private Limited. And recover the amount by invoking the Bank Guarantee. In case the work contemplated is not completed to the satisfaction of NH, which has granted the permission, within a period of 11 months from the date of issue of the Bank Guarantee, M/s. AGP City Gas Private Limited. Shall either furnish a fresh guarantee or extend the guarantee for a further period of one year.
8. **Not to damage to other utility, if damaged, then to pay the losses either to NH or to the concerned agency.**



9. In case the work contemplated is not completed to the satisfaction of NH, which has granted the permission within a period of 11 months from the date of issue of the Bank Guarantees, M/s. AGP City Gas Private Limited shall either furnish a fresh guarantee or extend the guarantee for a further period of one year.
10. We will relocate Gas pipelines/Utilities at our own cost, notwithstanding the permission granted within such time as will be stipulated by NH "for future six-lining or any other development."
11. We M/s. AGP City Gas Private Limited, Pacifica Tech Park, Survey No.76, Building No. core 2, First Floor, No.23, Rajiv Gandhi Salai, Navalur, Chennai - 600 130, hereby undertake that "The existing avenue plantation is not affect due to the present proposed Gas Pipeline in Along the road from Km.117/000 to Km.134/890 (LHS) Km.119/500, Km.125/100, km.126/200 & Km.130/900 in Tamil Nadu State.
12. We M/s. AGP City Gas Private Limited, Pacifica Tech Park, Survey No.76, Building No. Core 2, First Floor, No.23, Rajiv Gandhi Salai, Navalur, Chennai - 600 130, 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. AGP City Gas Private Limited, Pacifica Tech Park, Survey No.76 Building No. core 2, First Floor, No.23, Rajiv Gandhi Salai, Navalur, Chennai - 600 130, 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. AGP City Gas Private Limited, Pacifica Tech Park, Survey No.76 Building No. core 2, First Floor, No.23, Rajiv Gandhi Salai, Navalur, Chennai - 600 130, hereby undertake that the HDD method will be adopted for crossings of all cross roads at grade separators, at grade junctions and wherever required and in the build up areas as per the instructions of NHAI officials.
15. Lr. No. RW/NH-33044/29/2015-S&R (R) dated 22.11.2016 as and when asked by NH. Reference Circular issued by Ministry of Road Transport & Highways, GOI, Circular No. RW/NH-33044/29/2015-S&R (R) dated 22.11.2016. Where in, the last paragraph that "The Highway Administration Rules 2004 will be modified accordingly. This circular will come in to effect from the date of notification of the modified Highway Administration Rule" So we hereby give our constant to abide by the content of this circular from the date of its notification by NH, GOI and agree to pay the ground rent any other charges applicable for the section as applied by us.

For M/s. AGP City Gas Private Limited,



(Authorized Signatory)



தமிழ்நாடு தமில்நாடு TAMILNADU

12 APR
2021

1 APR 2022

M/s. AGP City Gas Private Limited.

CN 525427

T. PARVATHI

V.S. TM. 12/4/91
No. 81, MULLA STREET,
CHENNAI - 600 079.

Annexure-VI

INDEMNITY BOND

Name of Work: Laying of Gas Pipeline in NH - 4 along the road from Km.117/000 to Km.134/890 (LHS) also across @ Km.119/500, Km.125/100, km.126/200 & Km.130/900 of (Ranipet - Chittoor Section) in the State of Tamil Nadu.

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

We, M/s. AGP City Gas Private Limited, Pacifica Tech Park, Survey No.76, Building No. Core 2, First Floor, No.23, Rajiv Gandhi Salai, Navalur, Chennai - 600 130, Tamilnadu State do hereby indemnify Project Director, National Highways Authority of India, Project Implementation Unit binding ourselves to pay all the losses and claims in respect of laying of gas pipeline in NH - 4 along the road from Km.117/000 to Km.134/890 (LHS) also across @ Km.119/500, Km.125/100, km.126/200 & Km.130/900 of (Ranipet - Chittoor Section) in the State of Tamil Nadu or maintenance thereof and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof in relation thereto. Failing such payments of claims in the above work we abide in accepting for recovery of such claims affected from any of our assets.

For M/s. AGP City Gas Private Limited,

Authorized Signatory



Km: 117/000
PIPE LINE
START

ROW LINE

Km: 117/200

LHS

Km: 117/400

END @ Km: 117/475

SERVICE ROAD

BUS BAY @ Km: 117/550

START @ Km: 117/545

SERVICE ROAD

Km: 117/600

PROPOSED 12"(305MM)
CARBON STEEL PIPE WITH
125MM MDPE PIPE &
40MM OFC DUCT

Km: 117/760

9.30 WIDE BT ROAD

Km: 117/800

ROW LINE

Km: 118/000

END @ Km: 117/910

SERVICE ROAD

START @ Km: 117/980

SERVICE ROAD

TO CHITTOOR

SHEET NO. START

TO RANIPET

1.0M MEDIAN

NH - 4

NH - 4

2.0M PAVED SHOULDER

5.5M SERVICE ROAD

1.0M CONCRETE DRAIN

ROW LINE

ROW LINE

BOX CULVERT @ Km: 117/420

RHS

BUS BAY @ Km: 117/550

BOX CULVERT @ Km: 117/750

LEGEND:

- PROPOSED GAS PIPE LINE ROUTE
- BT ROAD
- CENTER LINE OF CARRIAGEWAY
- CENTER LINE OF ROAD
- BOUNDARY (ROW)
- BRIDGE / CULVERT

APPLICANT:



M/S ACP City Gas Private Limited.

Chennai - 600130.

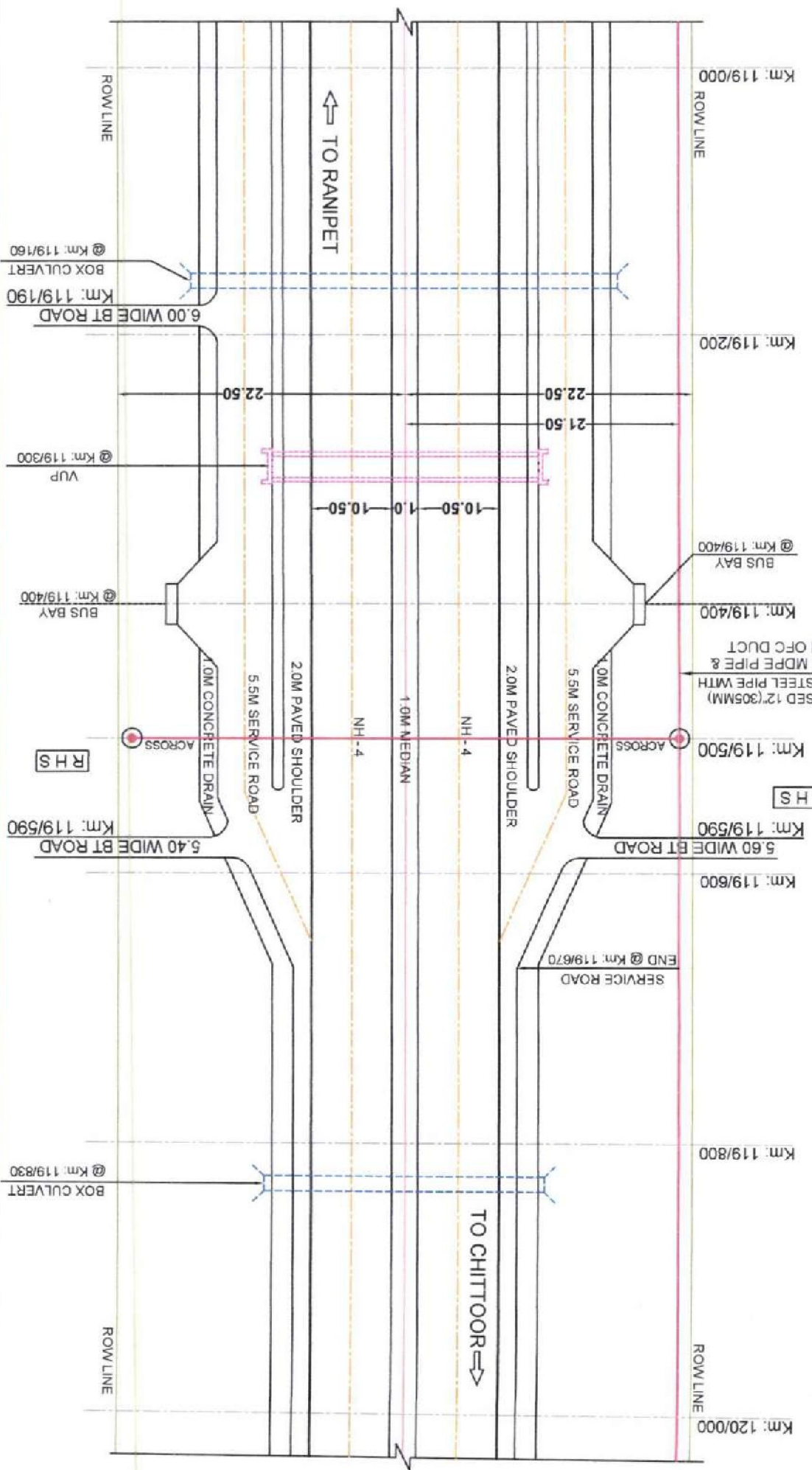
AGSP

RANIPET TO CHITTOOR SECTION (NH - 4)

(Km: 117/000 TO Km: 118/000)

NOTES:

1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED
2. SECTION LENGTH - 1km
3. SCALE - NTS



LEGENT:

- PROPOSED GAS PIPE LINE ROUTE
- BT ROAD
- CENTER LINE OF CARRIAGEWAY
- CENTER LINE OF ROAD
- BOUNDARY (ROW)
- BRIDGE / CULVERT

RANIPET TO CHITTOOR SECTION (NH - 4)

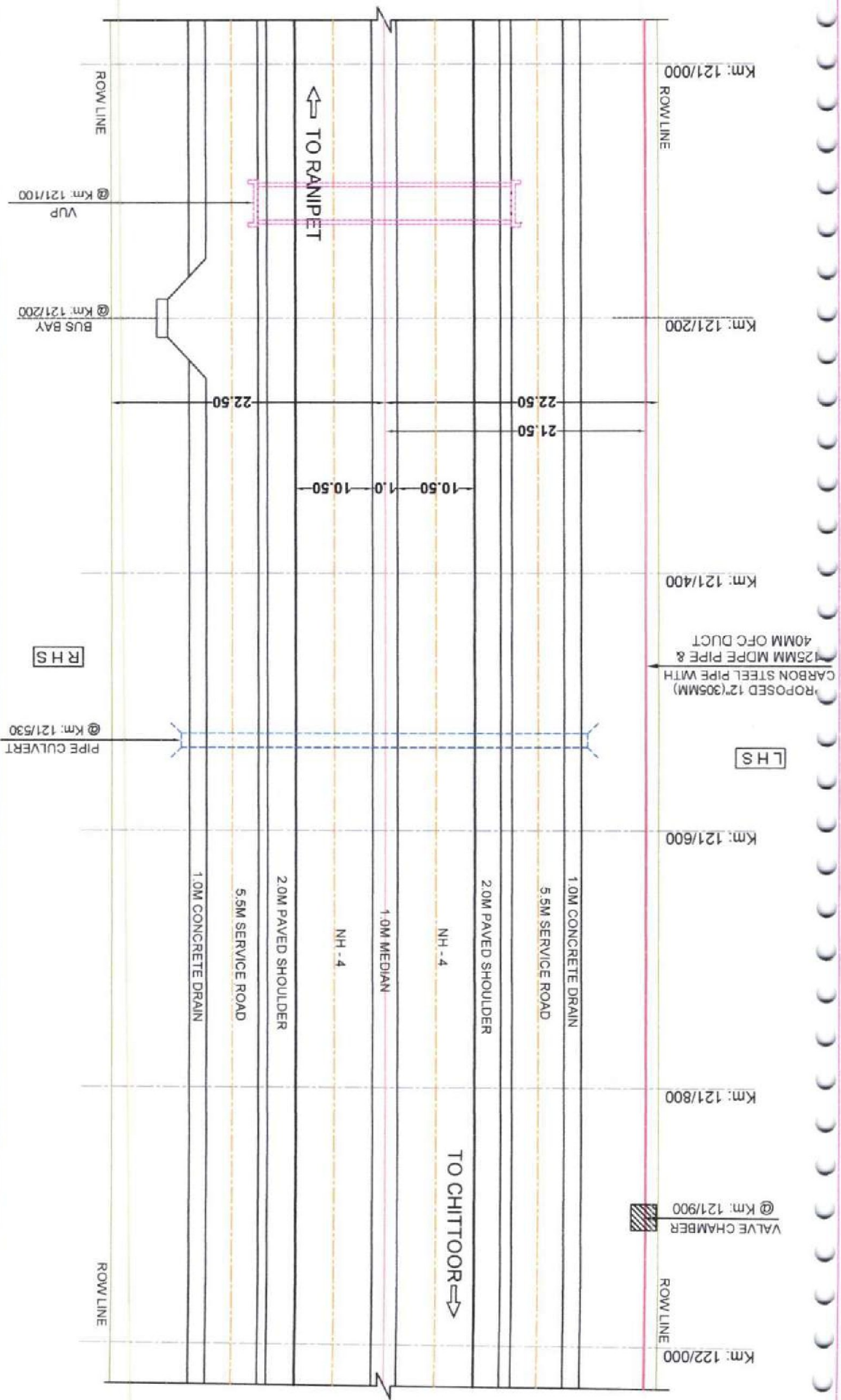
(Km: 119/000 TO Km: 120/000)



AGP
M/s. AGP City Gas Private Limited.
Chennai - 600130.

NOTES:

1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED
2. SECTION LENGTH - 1Km
3. SCALE - NTS



LEGEND:

- PROPOSED GAS PIPE LINE ROUTE
- BT ROAD
- CENTER LINE OF CARRIAGEWAY
- CENTER LINE OF ROAD
- BOUNDARY (ROW)
- BRIDGE / CULVERT

RANIPET TO CHITTOOR SECTION (NH - 4)

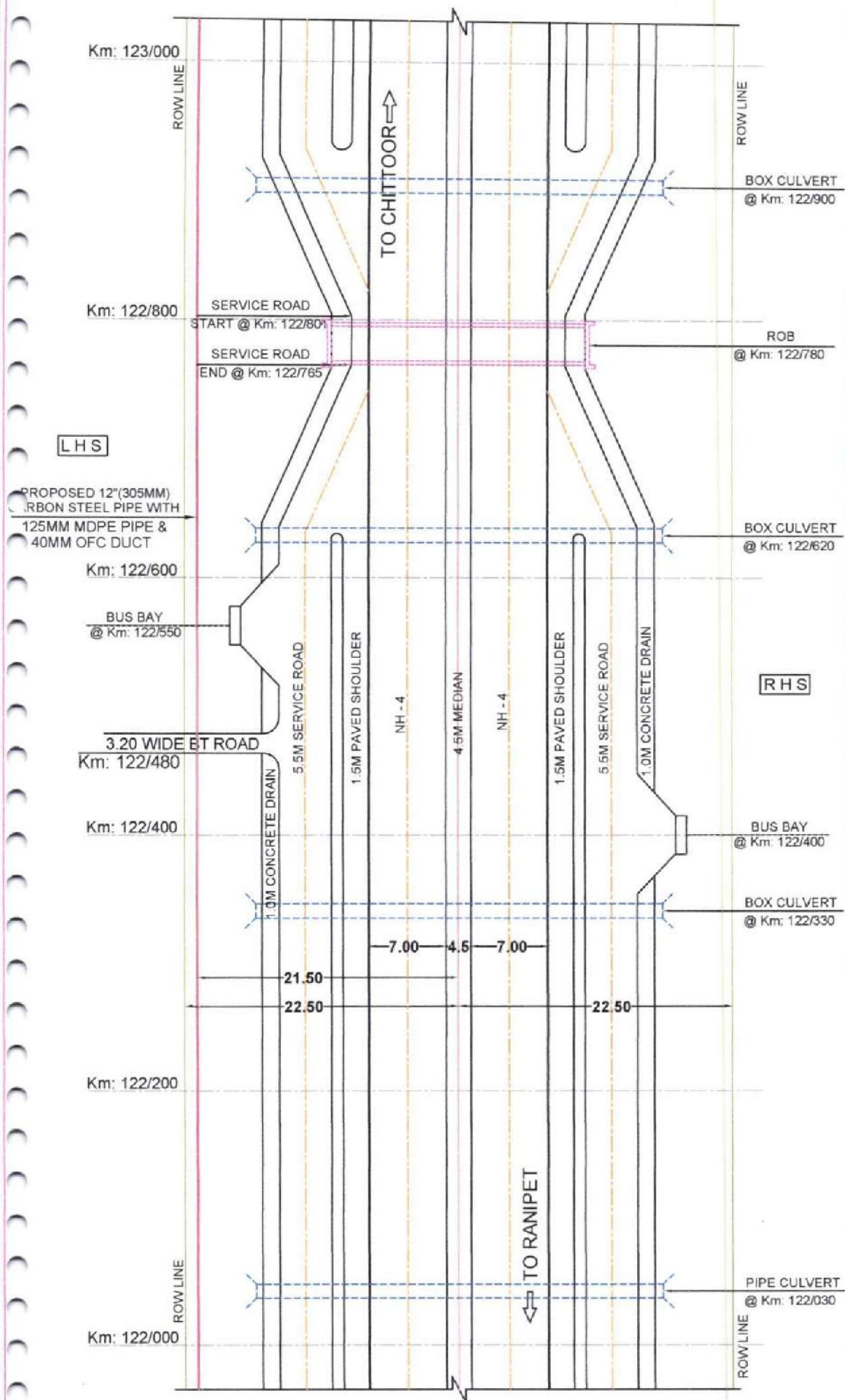
(Km: 121/000 TO Km: 122/000)



AGSP
M/s AGP City Gas Private Limited.
 Chennai - 600130.

NOTES:

1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED
2. SECTION LENGTH - 1km
3. SCALE - NTS



LEGEND:

- PROPOSED GAS PIPE LINE ROUTE
- BT ROAD
- CENTER LINE OF CARRIAGEWAY
- CENTER LINE OF ROAD
- BOUNDARY (ROW)
- BRIDGE / CULVERT

NOTES:

1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED
2. SECTION LENGTH - 1Km
3. SCALE - NTS

RANIPET TO CHITTOOR SECTION (NH - 4)

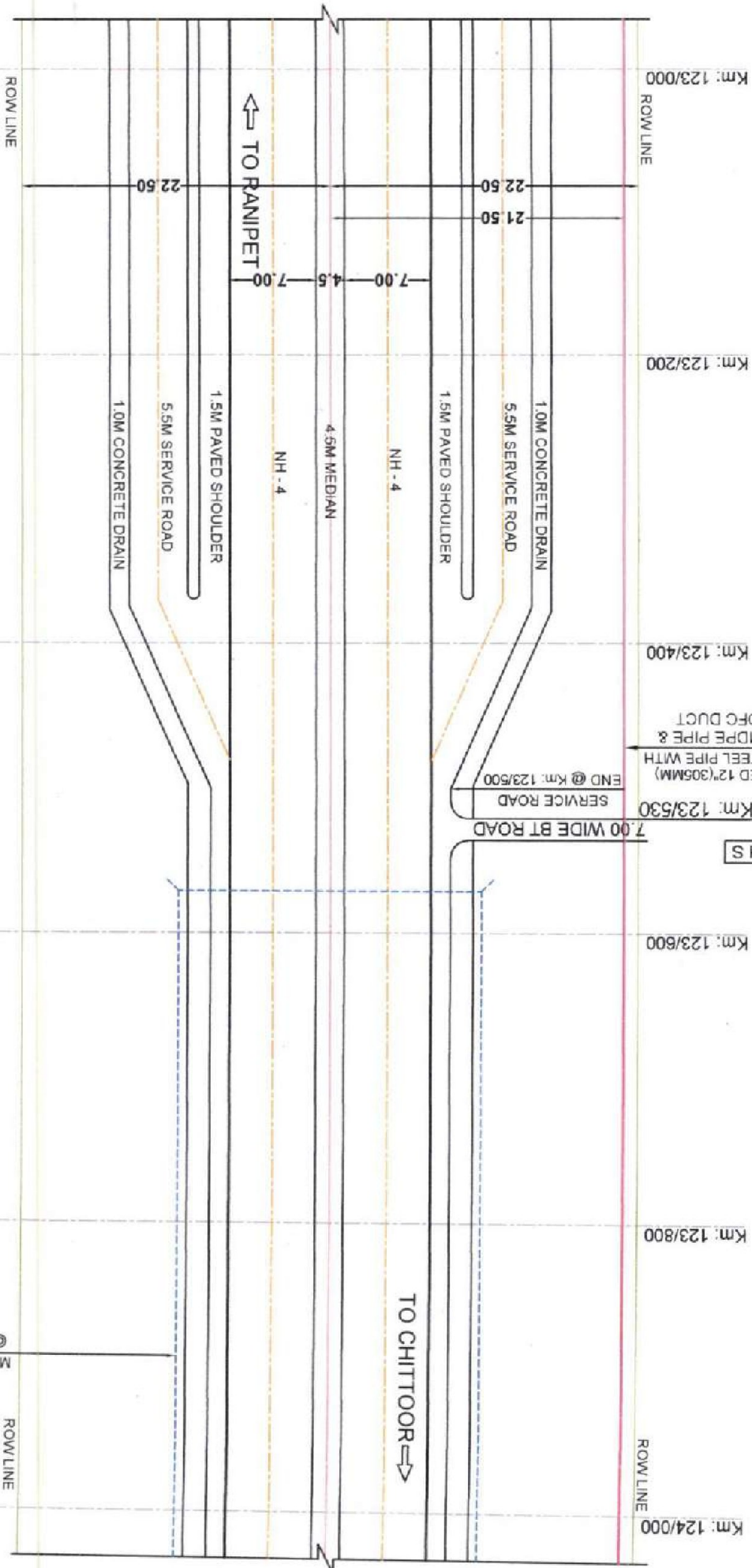
(Km: 122/000 TO Km: 123/000)

AGP

AGP City Gas Private Limited.

Chennai - 600130.





RHS

LHS

LEGENT:

- PROPOSED GAS PIPE LINE ROUTE
- BT ROAD
- CENTER LINE OF CARRIAGEWAY
- CENTER LINE OF ROAD
- BOUNDARY (ROW)
- BRIDGE / CULVERT

RANIPET TO CHITTOOR SECTION (NH - 4)

(Km: 123/000 TO Km: 124/000)

APPLICANT



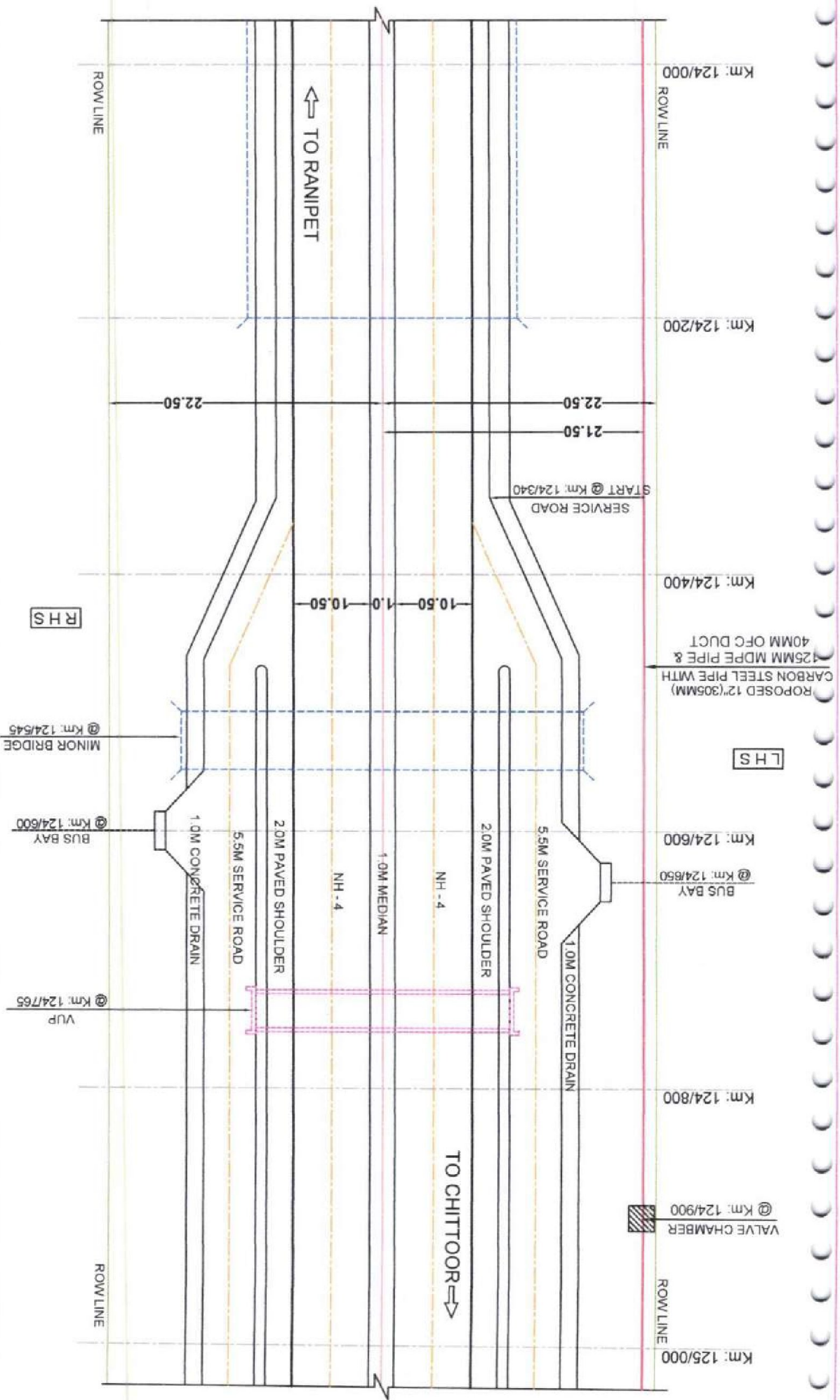
M/s AGP City Gas Private Limited.

AGSP

Chennai - 600130.

NOTES:

1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED
2. SECTION LENGTH - 1km
3. SCALE - NTS



LEGEND:

- PROPOSED GAS PIPE LINE ROUTE
- BT ROAD
- CENTER LINE OF CARRIAGEWAY
- CENTER LINE OF ROAD
- BOUNDARY (ROW)
- BRIDGE / CULVERT

RANIPET TO CHITTOOR SECTION (NH - 4)

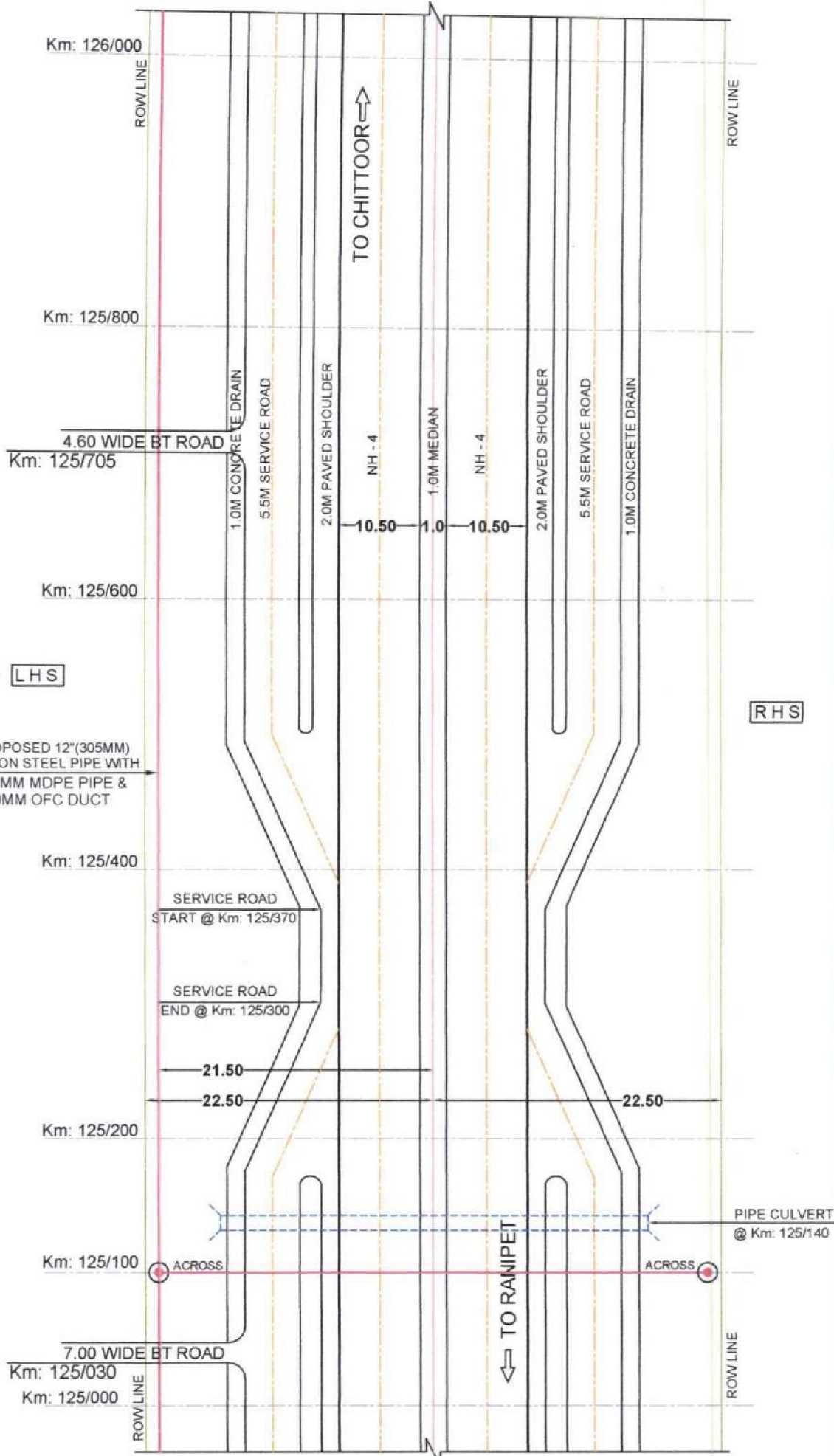
(Km: 124/000 TO Km: 125/000)



M/s. AGP City Gas Private Limited.
Chennai - 600130.

NOTES:

1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED
2. SECTION LENGTH - 1km
3. SCALE - NTS



LEGEND:

- PROPOSED GAS PIPE LINE ROUTE
- BT ROAD
- CENTER LINE OF CARRIAGEWAY
- CENTER LINE OF ROAD
- BOUNDARY (ROW)
- BRIDGE / CULVERT

NOTES:

1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED
2. SECTION LENGTH - 1km
3. SCALE - NTS

RANIPET TO CHITTOOR SECTION (NH - 4)

(Km: 125/000 TO Km: 126/000)

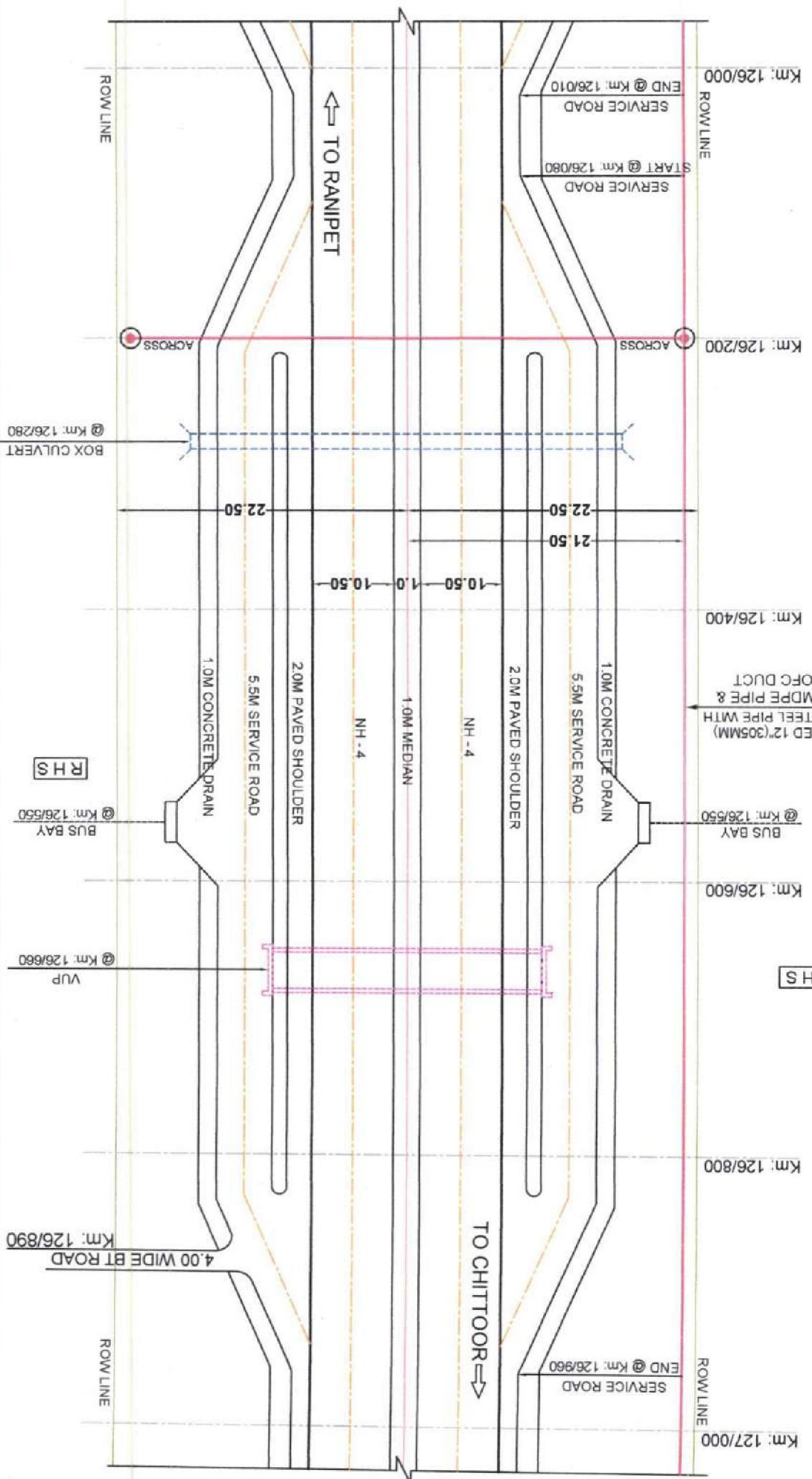


APPLICANT

AGSP

M/S AGP City Gas Private Limited.

Chennai - 600130.



LEGEND:

- PROPOSED GAS PIPE LINE ROUTE
- BT ROAD
- CENTER LINE OF CARRIAGEWAY
- CENTER LINE OF ROAD
- BOUNDARY (ROW)
- BRIDGE / CULVERT

RANIPET TO CHITTOOR SECTION (NH - 4)

(Km: 126/000 TO Km: 127/000)

APPLICANT:

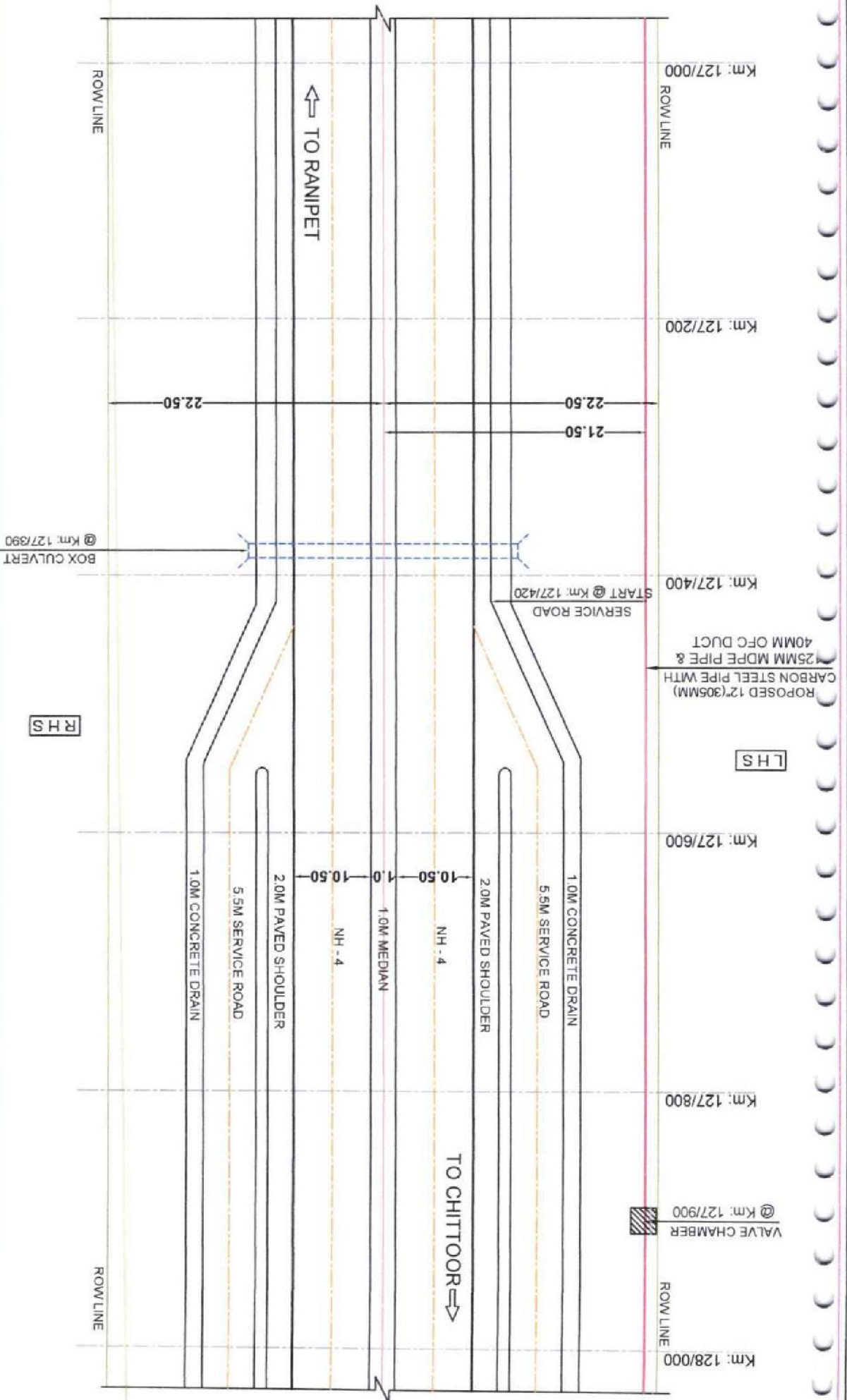


AGS City Gas Private Limited.

Chennai - 600130.

NOTES:

1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED
2. SECTION LENGTH - 1km
3. SCALE - NTS



LEGENT:

- PROPOSED GAS PIPE LINE ROUTE
- BT ROAD
- CENTER LINE OF CARRIAGEWAY
- CENTER LINE OF ROAD
- BOUNDARY (ROW)
- BRIDGE / CULVERT

RANIPET TO CHITTOOR SECTION (NH - 4)

(Km: 127/000 TO Km: 128/000)

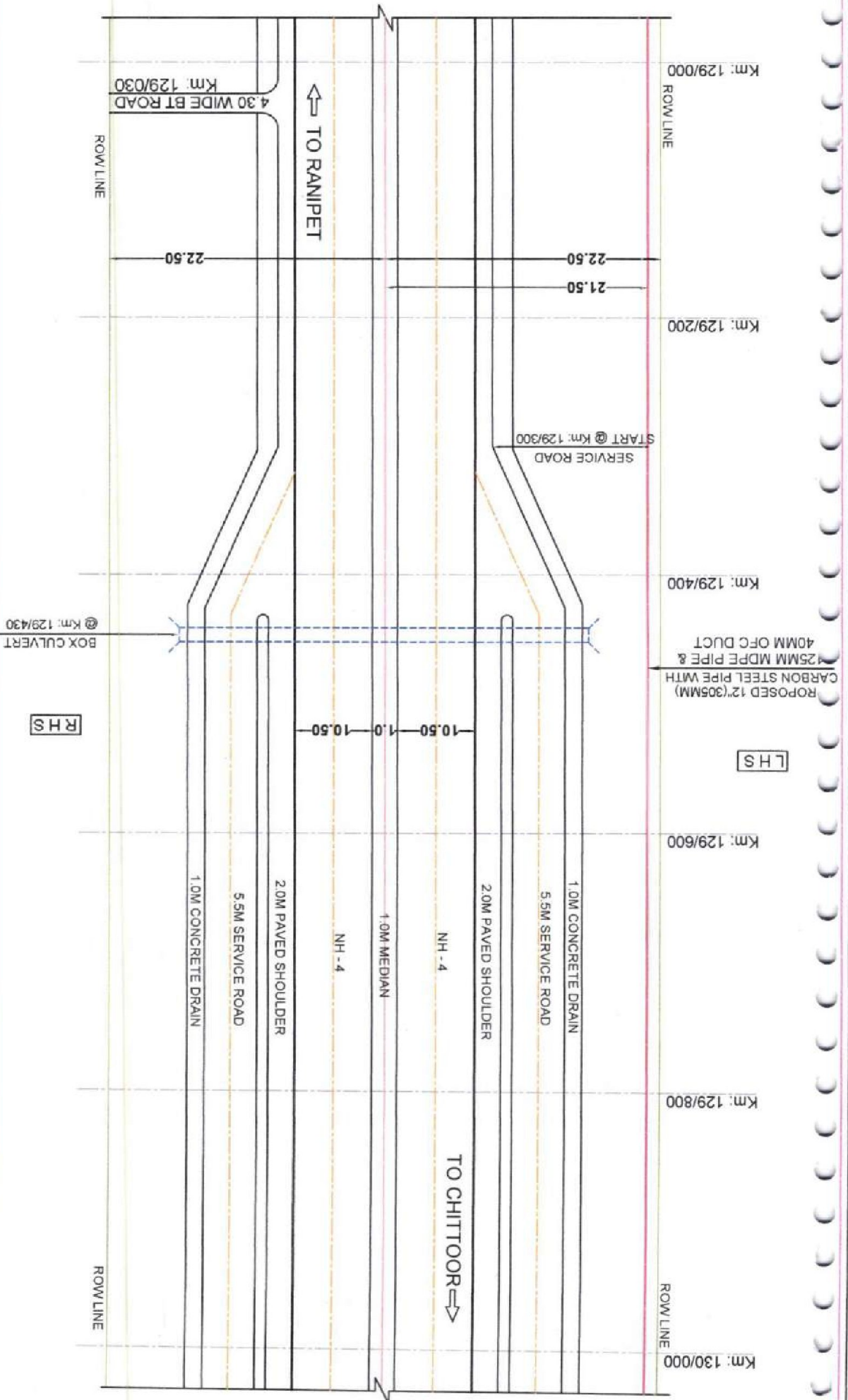
AGSP

M/s. AGP City Gas Private Limited.

Chennai - 600130.

NOTES:

1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED
2. SECTION LENGTH - 1Km
3. SCALE - NTS



LEGENT:

- PROPOSED GAS PIPE LINE ROUTE
- BT ROAD
- CENTER LINE OF CARRIAGEWAY
- CENTER LINE OF ROAD
- BOUNDARY (ROW)
- BRIDGE / CULVERT

RANIPET TO CHITTOOR SECTION (NH - 4)

(Km: 129/000 TO Km: 130/000)

APPLICANT

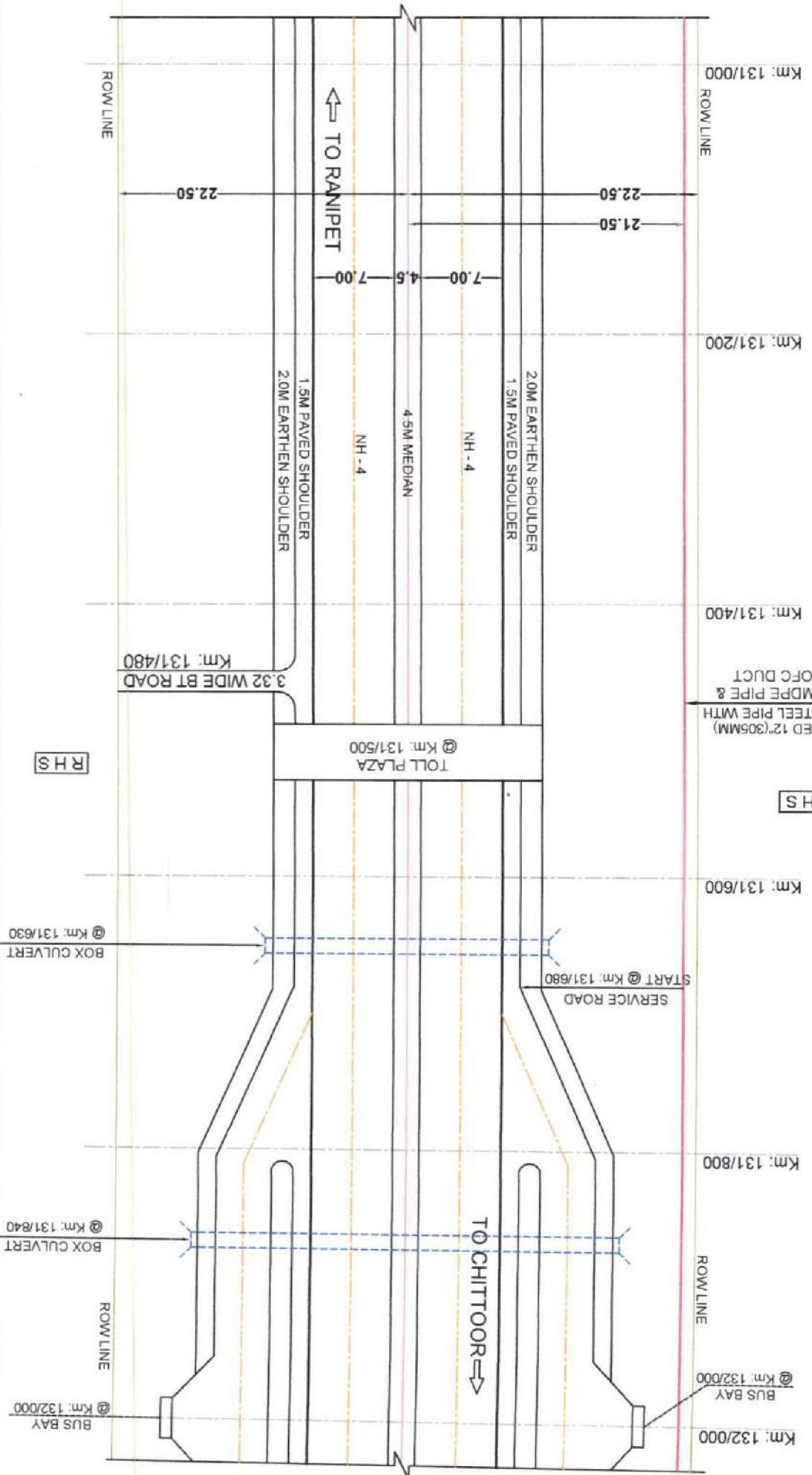


M/S. AGP City Gas Private Limited.

Chennai - 600130.

NOTES:

1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED
2. SECTION LENGTH - 1km
3. SCALE - NTS



RANIPET TO CHITTOOR SECTION (NH - 4)

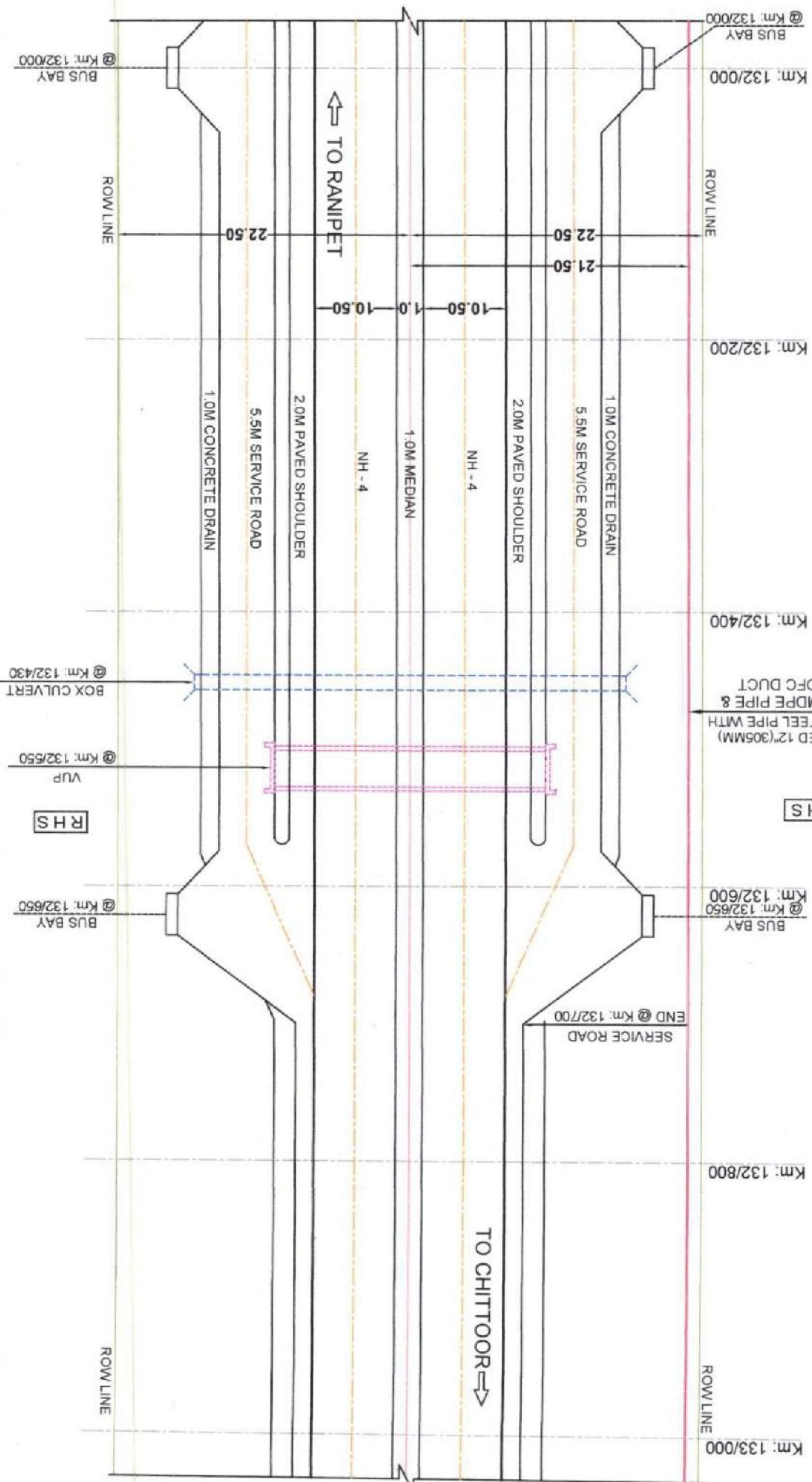
(Km: 131/000 TO Km: 132/000)

APPLICANT



AGP City Gas Private Limited.

Chennai - 600130.



LEGEND:

- PROPOSED GAS PIPE LINE ROUTE
- BT ROAD
- CENTER LINE OF CARRIAGEWAY
- CENTER LINE OF ROAD
- BOUNDARY (ROW)
- BRIDGE / CULVERT

RANIPET TO CHITTOOR SECTION (NH - 4)

(Km: 132/000 TO Km: 133/000)

APPLICANT



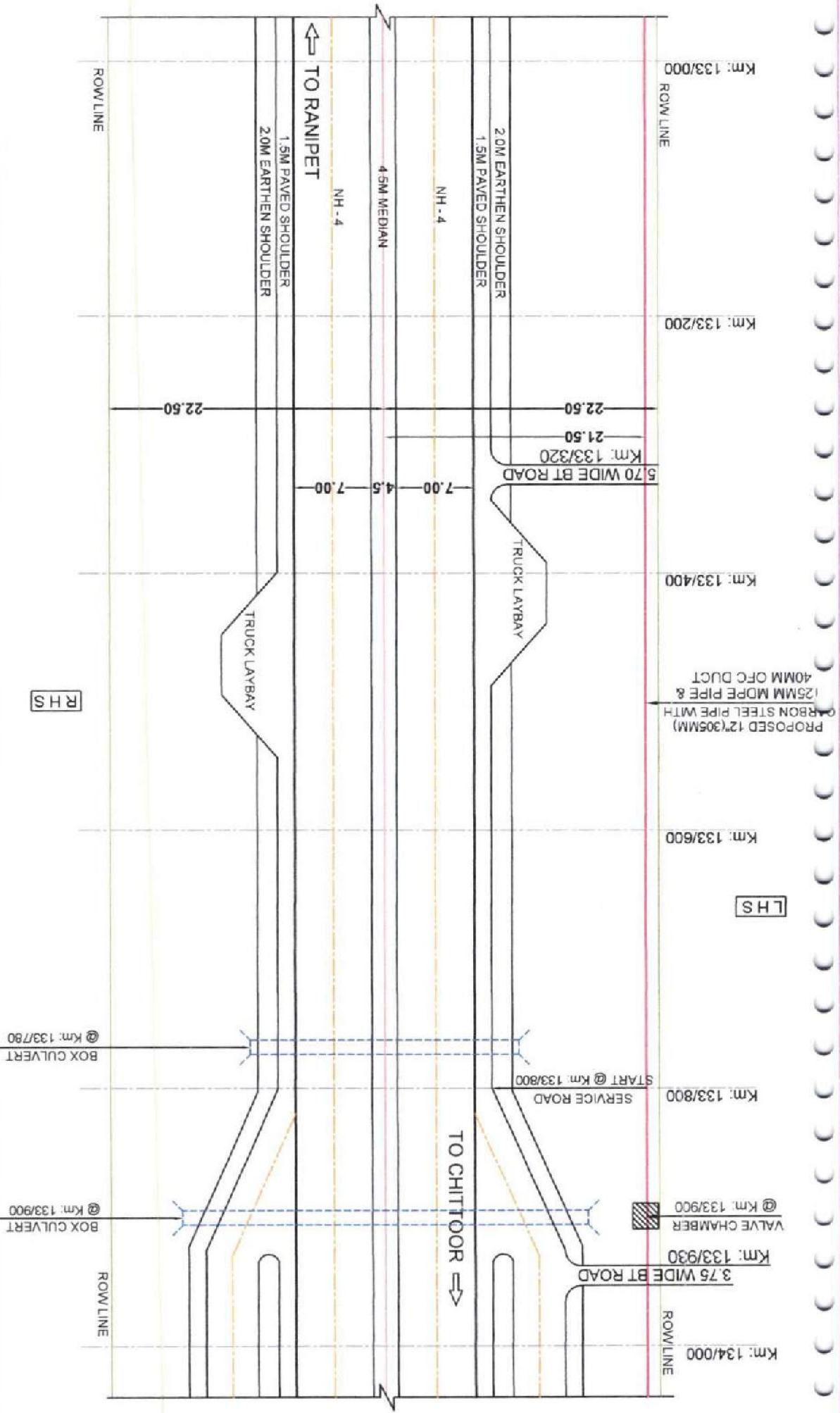
Ms. AGP City Gas Private Limited.

AGSP

Chennai - 600130.

NOTES:

1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED
2. SECTION LENGTH - 1km
3. SCALE - NTS



LEGEND:

- PROPOSED GAS PIPE LINE ROUTE
- BT ROAD
- CENTER LINE OF CARRIAGEWAY
- CENTER LINE OF ROAD
- BOUNDARY (ROW)
- BRIDGE / CULVERT

RANIPET TO CHITTOOR SECTION (NH - 4)

(Km: 133/000 TO Km: 134/000)

APPLICANT:

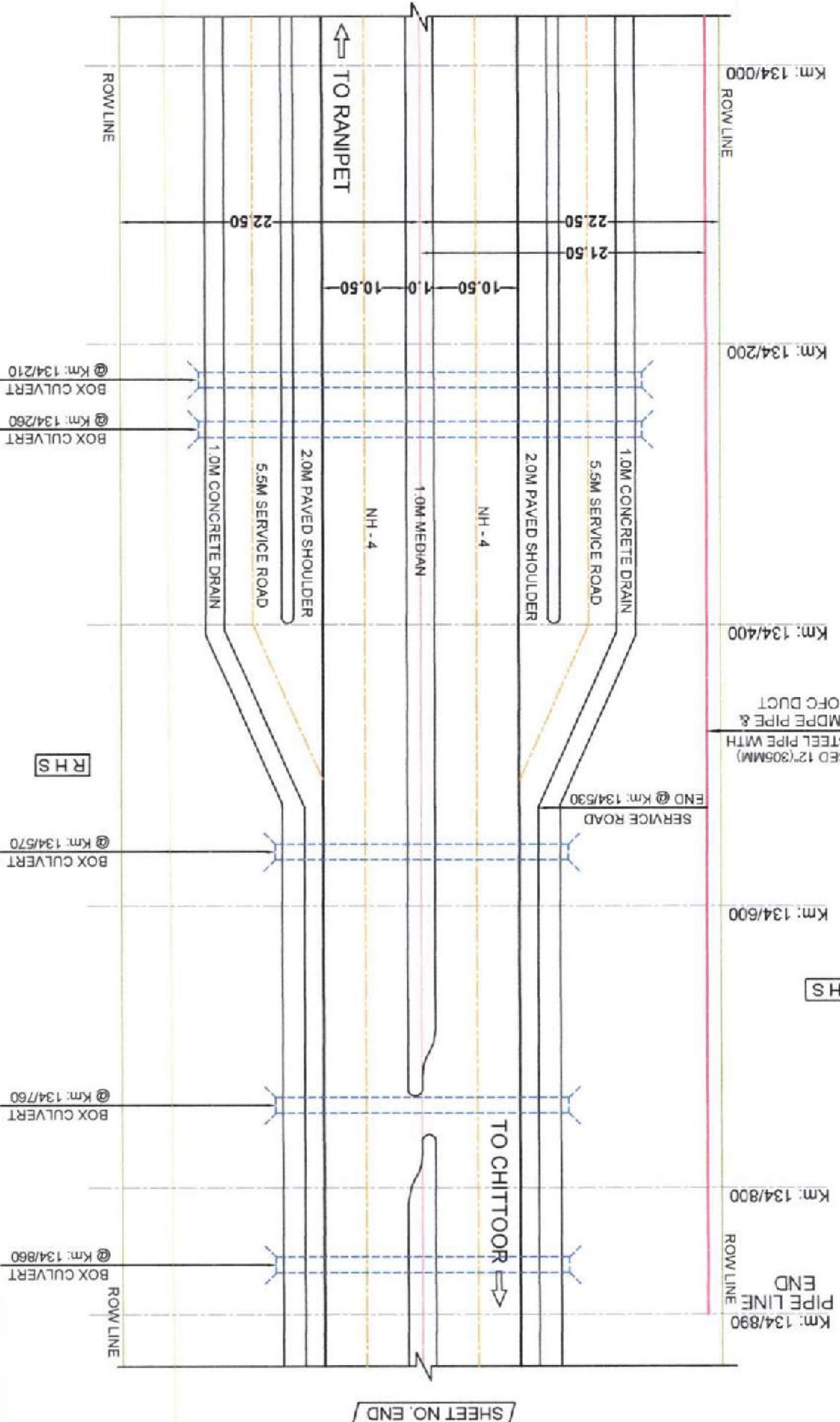


AGP City Gas Private Limited.

Chennai - 600130.

NOTES:

1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED
2. SECTION LENGTH - 1km
3. SCALE - NTS



LEGENT:

- PROPOSED GAS PIPE LINE ROUTE
- BT ROAD
- CENTER LINE OF CARRIAGEWAY
- CENTER LINE OF ROAD
- BOUNDARY (ROW)
- BRIDGE / CULVERT

RANIPET TO CHITTOOR SECTION (NH - 4)

(Km: 134/000 TO Km: 134/890)

APPLICANT:

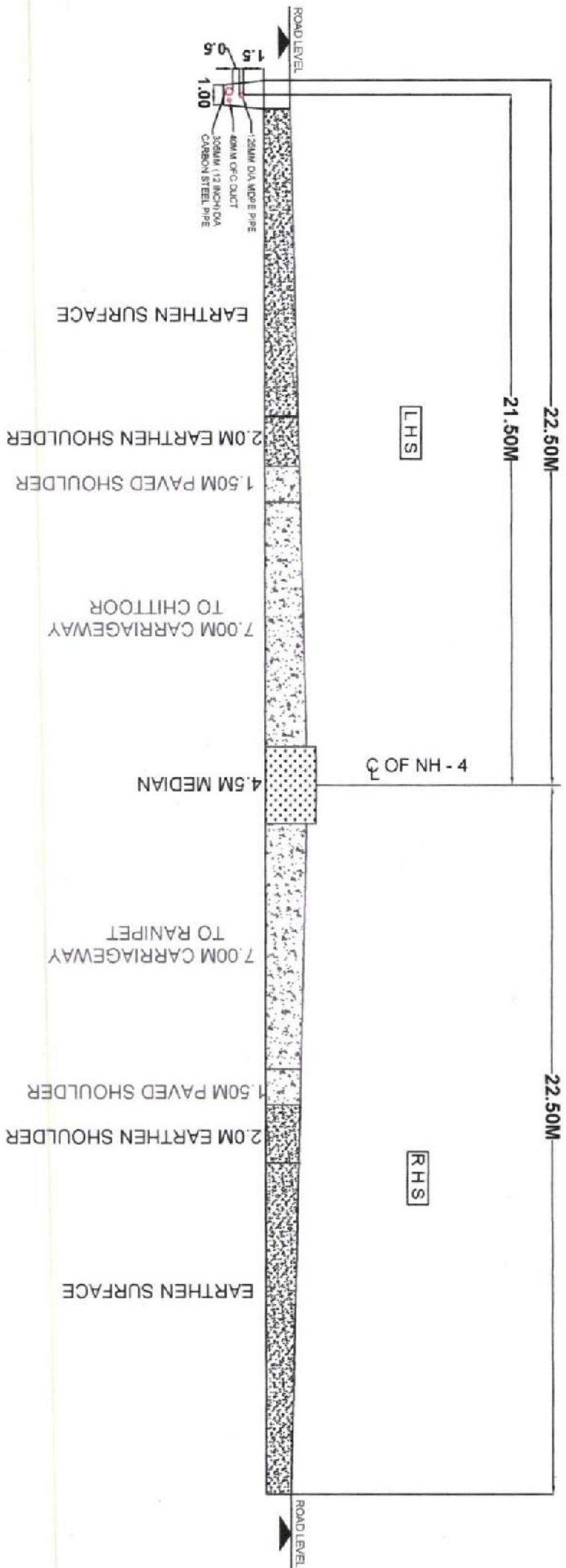


AGP City Gas Private Limited.

Chennai - 600130.

NOTES:

1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED
2. SECTION LENGTH - 0.89Km
3. SCALE - NTS



TITLE:

CROSSSECTION DETAILS FOR NH - 4

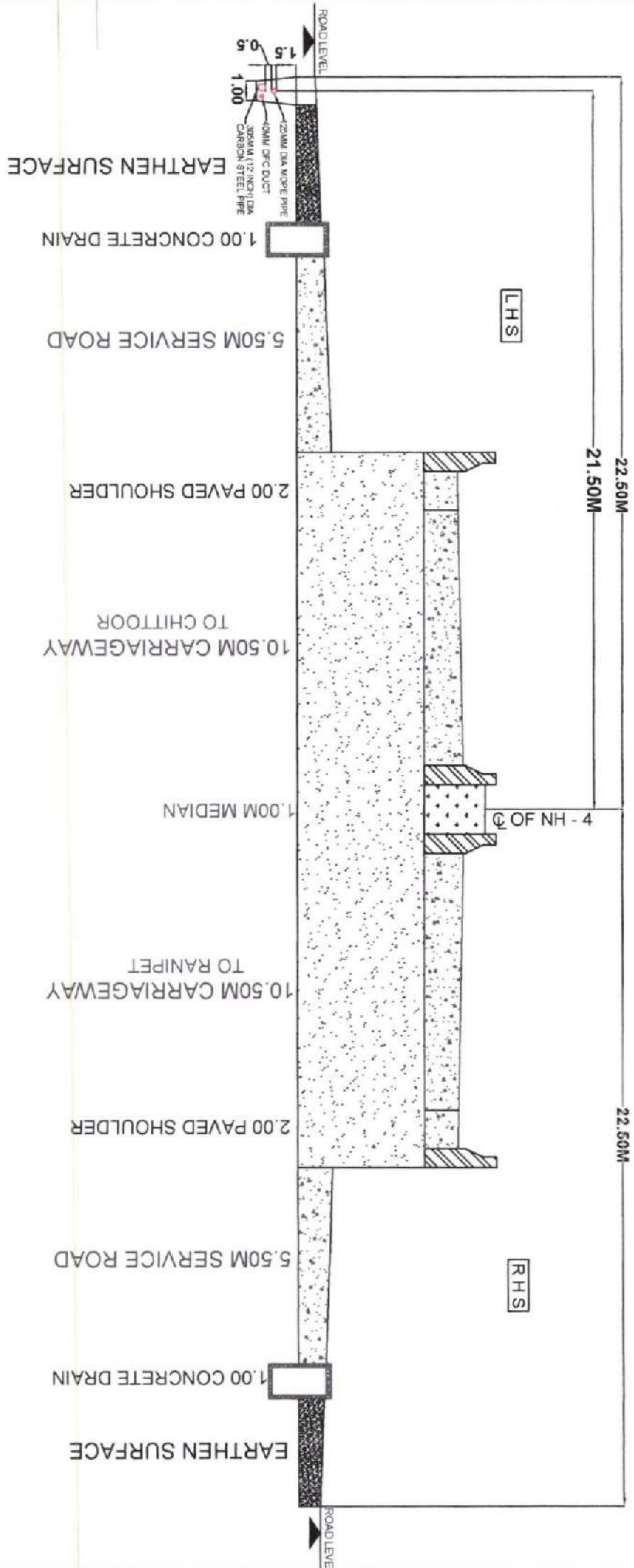
RANIPET TO CHITTOOR SECTION (NH - 4)

APPLICANT:



M/s. AGP City Gas Private Limited.
Chennai - 600130.

AGSIP



TITLE:

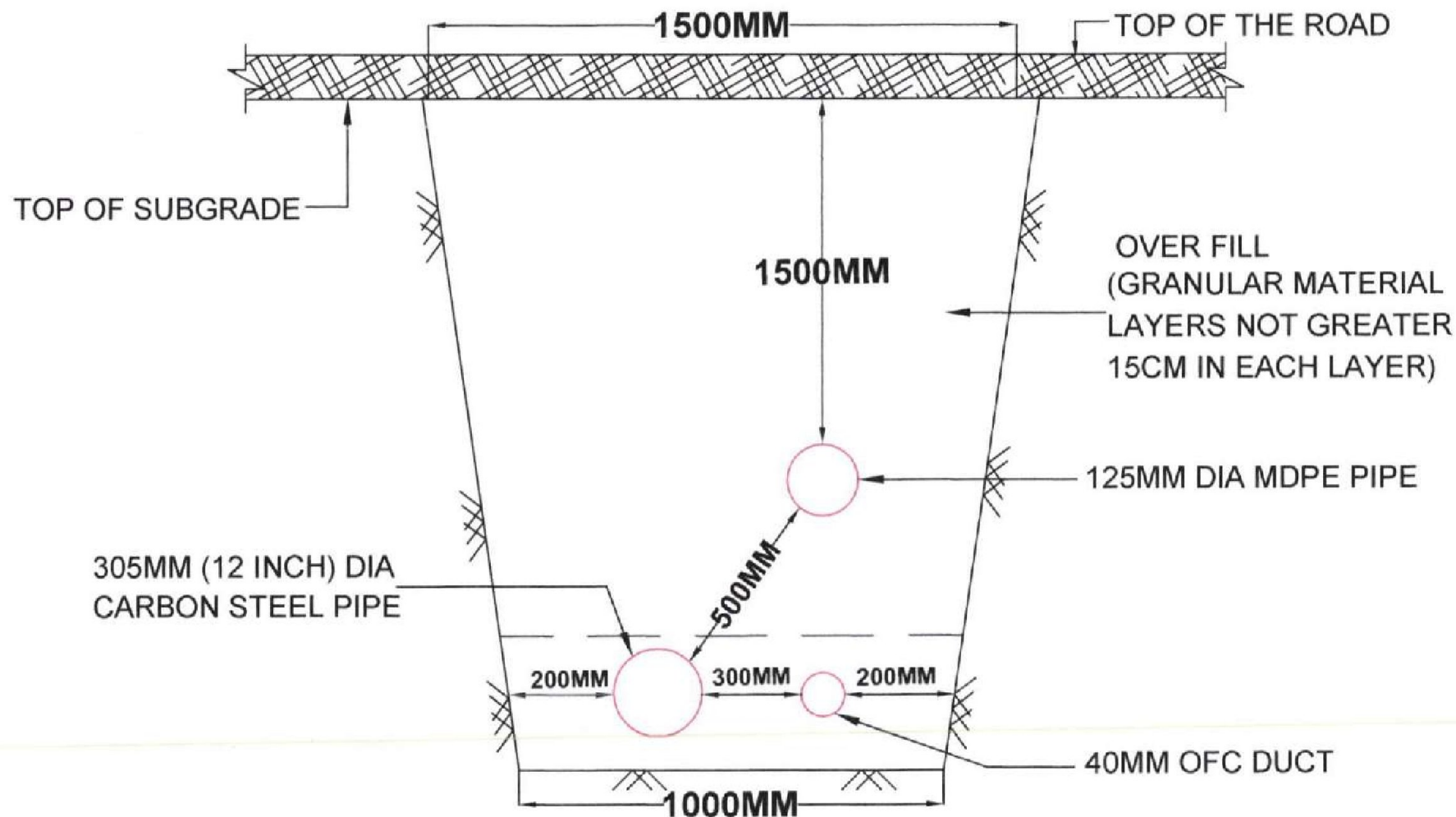
CROSSECTION DETAILS FOR NH - 4

RANIPET TO CHITTOOR SECTION (NH - 4)



APPLICANT: M/s. AGP City Gas Private Limited.
Chennai - 600130.

AGSP



ENCLOSURE TO MINISTRY OF ROAD TRANSPORT & HIGHWAYS LETTER NO RW/NH-33044/29/2015/S&R(R)(Pt). DATED 22.11.2016

TITLE:

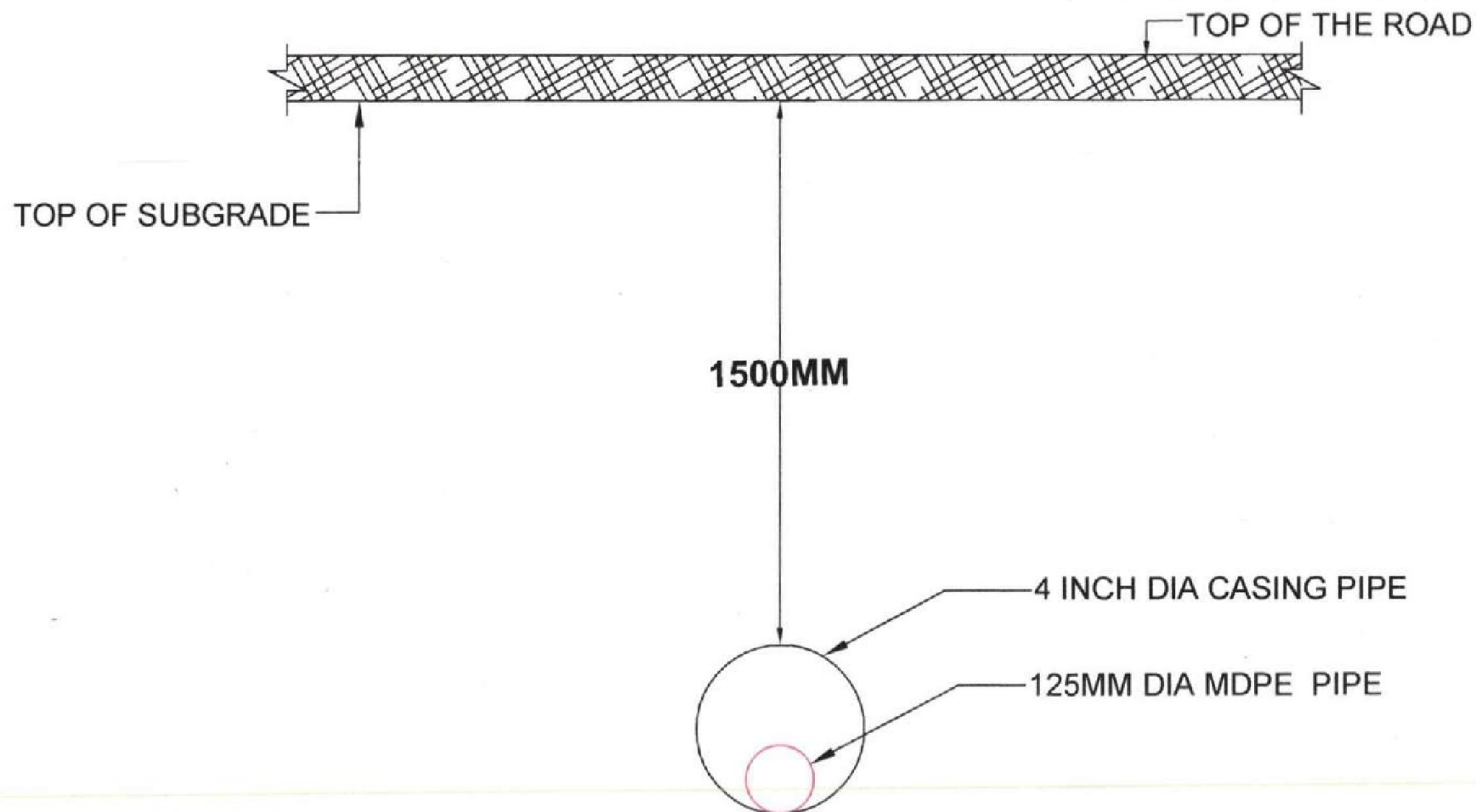
FIGURE - 1 INSTALLATION OF PIPE FOR
ALONG THE ROAD (OPEN TRENCH METHOD)

APPLICANT:



AGSP

M/s. AGP City Gas Private Limited.
Chennai - 600130.



ENCLOSURE TO MINISTRY OF ROAD TRANSPORT & HIGHWAYS LETTER NO.RW/NH-33044/27/2005/S&R(R)(Pt). DATED 06.08.2013

TITLE:

FIGURE - 2 INSTALLATION OF CASING PIPE FOR
CROSSING THE ROAD (HDD METHOD)

APPLICANT:



AG&P

M/s. AGP City Gas Private Limited.
Chennai - 600130.

EXTRACT OF THE RESOLUTION PASSED BY THE BOARD OF AGP CITY GAS PRIVATE LIMITED IN ITS BOARD MEETING HELD ON TUESDAY, DECEMBER 17, 2019 AT 6:00 PM (PHP TIME) AT 28TH FLOOR, TOWER 2, INSULAR LIFE CORPORATE CENTRE, INSULAR LIFE DRIVE, FILINVEST CORPORATE CITY, ALABANG, MUNTINLUPA CITY, PHILIPPINES

"RESOLVED THAT the consent of the Board of Directors of the Company be and is hereby accorded to the delegation of certain powers/ functions to Mr. Palepuparatparagopala Sarma, Director of the company subject to the supervision and control of the Board:

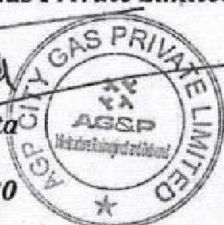
1. To authorize to apply for various statutory registration/s and approvals for the Company in respect of Custom Duty, Provident Fund, Labour, ESI and any other licenses required for the operation of business of the company and to sign all the necessary documents, papers, deeds, bonds, guarantee, etc. including arranging of bank guarantees and making necessary deposits, if so required, to give effect to this resolution.
2. To sign, verify and file all statutory returns, statements of all kinds of application required under the various acts and various authorities/ departments as may be applicable to the Company.
3. To authorize to make necessary corrections / modifications in the applications and collect the all the Registration Certificates from the respective agencies on behalf of the company."
4. To take decision for instituting and defending legal proceedings and to institute and defend legal proceedings - civil, criminal or revenue including Income tax, Sales tax, Service tax and Excise and Confess judgment or withdraw, compromises compound or refer any matter or dispute to arbitration, as he may think fit in connection with the Company's business.
5. To sign, verify and file in all or any courts and offices in India in all or any cases, whether original, appellate or revision plaints, complaints, written statements, affidavits and applications review or revision petitions, statutory returns and memoranda of appeals or cross objections, etc.
6. To represent the Company in connection with its assessment, appeals and revision, proceedings before any revenue and sales tax authority or the Appellate Tribunal, Excise Tribunals, Sales Tax Tribunal and to produce and document connected therewith.
7. To engage and appoint advocates, vakils, solicitors, pleaders and mukhtiar, as the case may be.
8. To appoint special agents or attorneys, on such terms and conditions as he may deem fit and authorize such agent or attorney to do any of the act, deeds or things for the purpose of Company.
9. To convene meetings of the Board of directors, Committees, Sub-Committees of directors, if any, and pursuant to the directions of the Board of directors also the Ordinary or Extraordinary General Meetings of the shareholders.
10. To purchase, pay for, acquire, either on lease or by purchase, or otherwise, re-purchase, import, exchange, capital assets, properties, buildings, lands, premises, machinery, plants, Vehicle etc. for factories, workshops, offices, showrooms, stores, etc. of the Company whether for cash or credit and either present or future delivery.

11. To apply for any new connection of telephone/cell phone/power connection/water connection for factories, workshops, offices, showrooms, stores, etc. of the Company whether for cash or credit and either present or future delivery
12. To make all applications to the import and export control authorities in connection with the import and export of plant and machinery, goods, raw-materials, stores etc. for and on behalf of the unit including applications for
 - Import and export licenses
 - Cash compensatory support
 - Replenishment licenses
 - Export performance certificate etc.
13. To deposit or obtain refund of stamps duty or court fee or to repay the same.
14. To deposit in or withdraw from any or all courts or other offices moneys and give receipts thereof.
15. To apply for copies of documents or other records of courts or offices.
16. To apply for inspection of and to inspect records of which inspection is allowed.
17. To execute decrees, receive moneys and obtain possession of properties in execution of decrees give receipts and discharge/s thereof and compromise or compound any such decree.
18. To sign, execute and register contracts, and agreements and all other documents including lease deeds in respect of any buildings, shops godowns or premises taken on lease by the Company in connection with the work of Company.
19. To sign, execute, submit and file all statutory returns, letters, forms, registers and applications required under the companies act
20. To authorize, sign letter of subrogation in favour of Insurance Companies for lodging claim against third parties on our behalf.
21. To present for Registration and to admit execution at any Office of Registration in India, any document executed on behalf of Company.
22. To authorize to sub- delegate any of the aforesaid delegations to any Professional and /or company employee.
23. And generally, to do all such acts, deeds or things as may be necessary or proper for the purposes mentioned above.

RESOLVED FURTHER THAT the Company hereby agrees that all acts, deeds and things lawfully done by the said Attorney under the authority of this power shall be construed as acts, deeds and things done by the Company and the Company hereby undertakes to confirm and ratify all and whatsoever the said Attorney shall lawfully do or cause to be done by virtue of the powers hereby given.

Certified to be true
For AGP City Gas Private Limited

Abhilesh Gupta
Director
DIN: 06978920



Date: October 19, 2020





पेट्रोलियम एवं प्राकृतिक गैस विनियामक बोर्ड
Petroleum and Natural Gas Regulatory Board
प्रथम-तल, वर्ल्ड ट्रेड सेंटर, बाबर रोड, नयी दिल्ली - 110001
1st Floor, World Trade Centre, Babar Road, New Delhi - 110001

PNGRB/CGD/BID/10/2018/GA/10.03/Schedule-D

24th April 2019

To
Consortium of AG&P LNG Marketing Pte. Ltd. &
Atlantic Gulf & Pacific Company of Manila Inc.,
1005, 10th Floor, Ambadeep Building,
14, Kasturba Gandhi Marg, New Delhi - 110001
(Kind Attn: Shri PPG Sarma, Director)

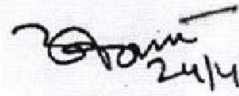
Subject: Grant of Authorisation to Consortium of AG&P LNG Marketing Pte. Ltd. & Atlantic Gulf & Pacific Company of Manila Inc. for development of City Gas Distribution Network in the Geographical Area of Chittoor, Kolar and Vellore Districts (GA 10.03).

Sir,

With reference to submission of Performance Bank Guarantee for Rs. 50 crore vide your letter dated 10.04.2019, as per the requirement under Regulation 10 (1) of the Petroleum and Natural Gas Regulatory Board (Authorizing Entities to Lay, Build, Operate or Expand City or Local Natural Gas Distribution Networks) Regulations, 2008, please find enclosed authorization in Schedule D for the GA of Chittoor, Kolar and Vellore Districts in duplicate.

2. The tariff applicability is as per the Judgement of Hon'ble Supreme Court of India in the SLP No. 22273 of 2012.
3. You are requested to put your stamp & signature on each page of the document and return one copy, within 7 days of receipt of this communication, to the PNGRB for records.
4. The enclosed authorization issues with the approval of the Board.

Yours faithfully,


24/4/2019

Arvind Kumar
(Additional Adviser)

अरविन्द कुमार
ARVIND KUMAR
अन्य सलाहकार
Additional Adviser
पेट्रोलियम एवं प्राकृतिक गैस विनियामक बोर्ड
Petroleum & Natural Gas Regulatory Board
प्रथम तल, वर्ल्ड ट्रेड सेंटर
1st Floor, World Trade Centre
बाबर रोड, नयी दिल्ली - 110001
Babar Road, New Delhi - 110001



Encs. As above







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-110 010.
5. The Chairman, National Highways Authority of India, G-5 & 6, Sector-10, Dwarka, New Delhi-110 075.
6. The Managing Director, NHIDCL, PTI Building, New Delhi-110001

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

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

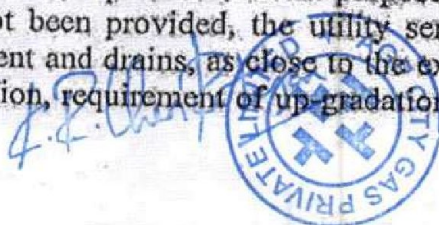
Land being among the most precious of natural resources available, optimum utilization of land shall play a critical role in integrated development of infrastructure. One of the ways to effect such optimum utilization is leveraging land within National Highway (NH) Right of Way (ROW) for laying utility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

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

2. Laying of Utility Services along the National Highways:

- 2.1 There shall be a provision for utility ducts for appropriate categories/combination of utilities in the construction of new/4-6 laning of National Highways. The ducts shall be located at appropriate location preferably as close to the extreme edge of ROW.
- 2.2 Utility services shall be laid in the utility ducts, if provided for the purpose.
- 2.3 In stretches where utility ducts have not been provided, the utility services shall be located, beyond the toe line of the embankment and drains, as close to the extreme edge of the RoW as possible. While granting permission, requirement of up-gradation also needs to be kept in view.

Mamij Kumar



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 least 0.6 meter below the ground level.

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

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

3. Laying of Utility Services across the National Highway:

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

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

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

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

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

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

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

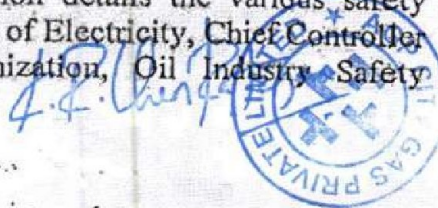
3.5.3 The side fill shall consist of granular material laid in 15 cm. Layers each consolidated by mechanical tamping and controlled addition of moisture to 95% of the modified Proctor's density. Overfill shall be compacted to the same density as the material that had been removed. Consolidation by saturation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

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

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

4. Procedure for processing application for granting permission for use of highway land: Any person who intends to obtain permission shall make an application online in the prescribed form to Highway Administration or an officer authorized by Highway Administration on his behalf. The application must mention details the various safety 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 for a maximum of 5 years at a time, which can thereafter be considered for renewal. On payment of additional fee at the time of renewal, the permission shall automatically be renewed, unless defaults exist. In case of renewal, rate prevailing at the time of renewal shall be charged.

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

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

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

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

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

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

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

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

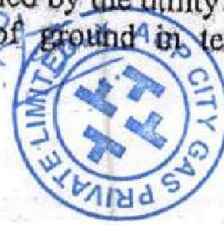
However, for public utilities, area below the support system/tower shall only be charged.

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

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

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

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

provided in the ducts already provided

≤ 300 mm dia/width

> 300 mm dia/width but ≤ 1000 mm

> 1000 mm

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

Rs 50

Rs 100

Rs 250

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.

Manoj Kumar
(Manoj Kumar)

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

Copy to:

1. All Technical Officers in the Ministry of Road Transport & Highways
2. All ROs and ELOs of the Ministry
3. The 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)



~~Public Utility provider and Industrial infrastructure~~

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.

