

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण (सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार) National Highways Authority of India (Ministry of Road Transport & Highways, Government of India) सेत्रीय कार्यालय, मदुरे / Regional Office, Madurai दूसरा व तीसरी तल, विजय कृष्ण प्लाजा, संख्या-1, लेक एरिया, मेलूर मेन रोड, माट्टतावनी, मदुरे- 625 107 2^M & 3^M Floor, Vijay Krishna Plaza, No.1, Lake Area, Melur Main Road, Mattuthavani, Madurai-625 107 देर्भाष/Tele : +91-452-258 8999 वेब /Website : www.nhai.gov.in ई-मेल/E-mail: romadurai@nhai.org



NHAI/15018/4.4/12/2023/RO Madurai/E-222445/ 1822

6th October, 2023

INVITATION OF PUBLIC COMMENTS

विषय: भाराराप्रा - क्षे.का. मदुरै- पकाई, तंजावुर - Proposal for grant of permission for laying underground water pipeline along the road from Km. 106/016 to Km 106/720 (LHS), Km 133/855 to Km134/057(RHS) and crossing at Km 106/016 and at Km 133/855 in Vikravandi - Thanjvaur section of NH-45C (New NH-36) in Thanjavur District- Invitation of Public comments - Reg.

प्रसंग: PD, Thanjavur Lr. No. NHAI/PD/Thanj/11021/112/CWSS-980/2023/2699 dated 18.09.2023.

The proposal received from PD, Thanjavur vide letter no. NHAI/PD/Thanj/11021/112 /CWSS-980/2023/2699 dated 18.09.2023 there by requesting permission for laying the underground water pipe line along the road from Km. 106/016 to Km 106/720 (LHS), Km 133/855 to Km134/057(RHS) and crossing at Km 106/016 and at Km 133/855 in Vikravandi - Thanjvaur section of NH-45C (New NH-36) in the state of Tamil Nadu as proposed by Executive Engineer, TWAD Board, Maintenance Division, Nagapattinam.

Accordingly, as per Policy Guidelines issued by Ministry vide letter No. RW/NH-33044/29/2015/S&R(R) dated 22.11.2016, the application is being uploaded on public domain for 30 days for seeking claims and objections (on grounds of public inconvenience, safety and general public interest).

In view of the above, comments of the public on the above proposal is invited to the below mentioned address:

Regional Officer, National Highways Authority of India, No.2nd & 3rd Floor, Vijay Krishna Plaza, No.1, Lake Area, Melur Main Road, Mattuthavani, Madurai - 625 007.

06/10/23

(महेन्द्र मीना। Mahendra Meena) उप प्रबंधक (तक) |Dy.Manager (Tech)

संलग्न: As above प्रतिलिपि:

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

2. The PD, Thanjavur- for information.

TAMIL NADU WATER SUPPLY AND DRAINAGE BOARD

From, Er.k.Murugesan M.Tech. MBA., Executive Engineer, TWAD Board, Maintenance Division, Nagapattinam. To, The Project Director, National Highways Authority of India, PIU, Thanjavur

Lr-No :23.08.2023/ f - CWSS 980 - Line Department Permission / 2023-24 des- 28 2023

Sir,

Sub: Submission of Proposal for grant of Right of Way permission for laying the Under Ground water pipe line across the NH 45C (New No. NH 36) in Thanjavur District. Under Jal Jeevan Mission 2023

We are hereby submitting the proposal (5 sets) for laying of dia. 700mm DI underground water pipe line from Km 106/016 to Km 106/720 on LHS, dia. 1067mm DI water pipe line from Km 133/855 to Km 134/057 on RHS and across the NH 45C (New no. NH 36) in the MS casing pipe of dia. 1400mm at Km 106/016 and in MS casing pipe of dia.1500mm at Km 133/855 (Vikravandi to Thanjavur Section) in Thanjavur District, Tamil Nadu, confirming to the latest guidelines F.NO. RW/NH-33044/29/2015/S&R(R) Dated 22/11/2016 along with the lease agreement regarding granting of right of way permission for laying UG water pipe line across the RoW, drawings showing the route plan, cross-section drawings showing the installation of the water pipe line across the road by HDD method for your kind perusal.

Thanking You,

Encl: Proposals -5 Sets



Executive Engineer, TWAD Board maint div Nagapattinam

	ABUTTING VILLAGE			Vembukudi	Darasuram			Vembukudi	Darasuram									
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CHECK-LIST

Minsitry's Guidelines Vide Circular No. RW/NH-33044/29/2015S&R(R) dated 22.11.2016

S.NO	ITEM	Information /Status	Remarks
1	General Information	Proposal for laying of dia. 700mm DI underground water pipe line from Km 106/016 to Km 106/720, dia. 1067mm DI water pipe line from Km 133/855 to Km 134/057 and across the NH 45C (New no. NH 36) in the MS casing pipe of dia. 1400mm at Km 106/016 and in MS casing pipe of dia.1500mm at Km 133/855 in Thanjavur District, Tamil Nadu under Jal Jeevan Mission 2022	
1.1	Name and address of the applicant	Registered Office: The Executive Engineer, TWAD Board, Maintanence Division Nagapattinam	
1.2	National Highway Number	NH-45C (New No. NH – 36)	
1.3	State	Tamil Nadu	
1.4	Location	As mentioned in the schedule.	
1.5	(Chainage in KM)	As mentioned in the schedule	
1.6	Length in Meters	Crossing only	
1.7	Width in Meters	R MARKA	
	a. Left side from center line towards increasing chainage/Km direction	As per Drawing attached.	
	b. Right side from center line towards increasing chainage/Km	As per Drawing attached.	
1.8	Proposal to lay the Under Ground Water Pipeline		
	a. Left side from center line towards increasing chainage/KM direction	As per Drawing attached.	
	b. Right side form center line towards increasing chainage/km direction	As per Drawing attached.	

Assistant Engineer, TWAD Board, Maintenance Section-Nagapaltinam.

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GENERAL MANAGER (T) & PROJECT DIRECTOR NATIONAL HIGHWAYS AUTHORITY OF INDIA PRJ-THANJAYUR

(TECH)

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EXECUTIVE ENGINEER TWAD 8d, Maintenance Division, NAGAPATTINAN - 611 001,

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(2)

1.9	Proposal to acquire land	Not Applicable	
	a. Left side from the center line	Not Applicable	
	b. Right side from the center line	Not Applicable	
1.10	Whether proposal is in the same side where land is not be acquired. If not then, where to lay the pipeline		
1.11	Details of already laid service, if any, along the proposed route.	No cable/pipeline visible	
1.12	Number of existing lanes. (2/4/6/8 lanes)	2	
1.13	Proposed number of lanes (2 lane with paved shoulders/4/6/8 lanes)	-	
1.14	Service road existing or not if yes then which side	No.	
	a. Left side from center line	Not Applicable	
	b. Right side from center line	Not Applicable	
1.15	Proposed service road	No	
	a. Left side from center line	Not Applicable	
	b. Right side from center line	Not Applicable	
1.16	Whether proposal to lay Under Ground Water Pipeline is after the service road or between the service road and main carriage way	Not Applicable	
1.17	Whether carrying of sewage / Under Ground Water Pipeline has been proposed on Highway bridges. If yes, then mention the methodology proposed for the same.	No	
1.18	Whether carrying of sewage / Under Ground Water Pipeline has been proposed on the parapet/any part of the bridges. If yes, then mention the methodology proposed for the same.	No	1.5

Assistant Engineer, TWAD Board, Maintenance Section-Nagapattinam.

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MANAGER (TECH) NATIONAL HIGHWAYS AUTHORITY OF INDIA PIU-THANJAVUR

Browform

EXECUTIVE ENGINEER TWAD Bd, Maintenance Division, NAGAPATTINAM - 611 001.

GENERAL MANAGER (T) & PROJECT DIRECTOR NATIONAL HIGHWAYS AUTHORITY OF INDIA BRILTHAN JAVUR

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(3)

1.19	If crossing of the road involved If yes, It shall be either encased in pipes or through structure or conduits specially built for that purpose at the expenses of the agency owing the line.	
	 a) Whether existing drainage structures are allowed to carry sewage/ Under Ground Water Pipeline. 	No
	b) Is it on a line normal to NH	Yes
	 c) What is the distance of crossing the sewage / Under Ground Water Pipeline? Crossings shall not be too near the existing structures on the National Highway, the minimum distance being 15 meter. 	More than 15m
	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. Mention type of casing	Yes
	 e) Ends of the casing/conduit pipe shall be sealed from the outside, so that it does not act as a drainage path. 	Yes
	f) The casing / conduit pipe shall be sealed from the outside, so that it does not act as a drainage path.	Yes
	 g) The top of the casing / conduit pipe should be at least 1.2 meter below the surface of the road subject to being atlas 0.3m below the drain inverts. Mention the proposed details. 	Yes

Assistant Engineer, TWAD Board, Maintenance Section-Nagapattinam.

MANAGER (TECH NATIONAL HIGHWAYS AUTHORITY OF INDIA **PIU-THANJAVUR**

EXECUTIVE ENGINEEN IWAD Bd, Maintenance Division, NAGAPATTINAN - 611 001.

GENERAL MANAGER (T) & PROJECT DIRECTOR NATIONAL HIGHWAYS AUTHORITY OF INDIA PIN-THANJAYUR

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(4)

S.NO	ITEM	Information /Status	Remarks
	 h) Mention the methodology proposed for crossing of road for the proposed Sewage/Gas pipeline. Crossing shall be by boring method (HDD) (Trenchless Technology), specially, where the existing road pavement is of cement concrete or dense bituminous concrete type. 	shown in the drawing.	
- - 	 i) The casing / conduit pipe shall be installed with an even bearing throughout its length and in such a manner as to prevent the formation of a water way along it. 		
2	Document/ Drawings enclosed with the proposal	Yes	
2.1	 Cross section showing the size of trench for open trenching method (is it of normal size of 1.2m deep x 1m wide) i) Should not be greater than 60cm wider than the outer diameter of the pipe. ii) Located as close to the extreme edge of the right of way as possible but not less than 15 meter from the center lines of the nearest carriage way. iii) Shall not be permitted to run along the National Highways when the road formation is situated in double cutting. Nor shall these be laid over the existing culverts and bridges. iv) These should be so laid that their top is at least 0.6 meter below the ground level so as not to obstruct drainage of road land. 	Yes	
	Cross section showing the size of pit at location of Under Ground Water Pipeline for HDD method	Drawing Enclosed	<u>_</u>
c l F	Strip plan/ Route plan showing the pipe, chainage, width to ROW distance of proposed Jnder Ground Water Pipeline from the edge of ROW, importance mile stone interaction cross frainage works etc.	Yes, Enclosed	12

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S.NO	ITEM	Information /Status	Remarks
2.4	Methodology for laying of Under Ground Water Pipeline	HDD method	
2.4.1	Open trenching method, (May be allowed in utility corridor only where pavement is neither cement concrete nr 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 other outer diameter of the pipe 	Yes	1
	b) For filling of the trench, bedding shall to be a depth of not less than 30 cm. It shall consists of granular material, free of lumps, clods and cobbles and graded to yield 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 control 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 are ponding will not be permitted. 	Yes	
	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	

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S.NO	ITEM	Information /Status	Remarks
	 g) If required, diversions shall be constructed at the expense of agency owning the utility line. 		
2.4.2	Horizontal Directional Drilling (HDD) method	Yes	
2.4.3	Laying of Under Ground Water Pipeline through CD works and method of laying. In cases where the carrying of gas pipe line on the bridge becomes inescapable.		
3	Draft license agreement signed by two witnesses	Yes, enclosed with proposal	
4	Performance Bank Guarantee in favour of NHAI has to be obtained @ Rs50/- per running meter (parallel to NH) and Rs. 1,00,000/- 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 pipelines/ducts 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. No payment shall be payable by the NHAI to the licensee for clearing debris/loose earth.	An undertaking furnished	
4.1	Performance BG as per above is to be obtained.	To be obtained	
	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		
- 1	Not damage to then utility, if damaged then to pay the losses either to NHAI or to the concerned agency	Yes, Enclosed.	
5.2	Renewal of Bank Guarantee	Will be done if necessary	
	Confirming all standard condition of NHAI or to he concerned agency	Yes, enclosed	
	Shifting of Pipeline as and when required by NHAI at their own cost	Yes, enclosed	

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S.NO	ITEM	Information /Status	Remarks
5.5	Shifting due to 4 laning widening of NH	Yes, enclosed	
5.6	Indemnity against all damages and claims clause (xxiv)	Yes, Enclosed	
5.7	Traffic movement during laying of cable to be managed by the applicant	Yes, enclosed	
5.8	If any claim is raised by the Concessionaire then the same has to be paid by the applicant	Yes	
5.9	Prior approval of the NH shall be obtained before undertaking any work of installation, shifting of repair or alteration to the underground utilities located in the NH right of ways.	Yes	
5.10	Expenditure, if any, incurred by NHAI for repairing any damage caused to the National Highway by the laying, maintenance or shifting of the Under Ground Water Pipeline will be borne by the agency owning the line.	Yes	
5.11	If the NHAI 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 NHAI at the cost of the agency owning the utility line within a reasonable time (not exceeded 60 days) of the intimation given.	Yes	
5.12	 Certificate from the applicant in the following format. (i) Laying of Under Ground Water Pipeline will not have any deleterious effects on any of the bridge components and roadway safety for traffic. (ii) For 6-lanning "We do undertake that I will 	Yes	

(II) For 6-lanning "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 NHAI for future 6-lanning or any other development"

ssistant Engineer, TWAD Board, Maintenance Section -Nagapattinam.

EXECUTIVE ENGINEER TWAD Bd, Maintenance Division NAGAPATTINAM - 611 001.

GENERAL MANAGER (T) & PROJECT DIRECTOR NATIONAL HIGHWAYS AUTHORITY OF INDIA **PIU-THANJAYUR**

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MANAGER (TECH)

NATIONAL HIGHWAYS AUTHORITY OF INDIA

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S.NO	الا بعد بابن ا		
6	ITEM Who will sign the agreement on behalf of Under Ground Water Pipeline agency	Information /Status The Executive Engineer, TWAD Board, Maintenance Division, Nagapattinam.	Remarks
7	Certificate from the project Director	Yes	
7.1	Certificate for confirming of all standard condition issued vide Ministry circular No. NH-41 (58)/68 dated 31.1.1969, Ministry Circular No. NH- III/P/66/76 dated 18/19.11.1976, Ministry Circular No. 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 & RW-NH/33024/29/2015/ S&R(R) dt. 22.11.2016	Yes	
7.2	Certificate from PD in the following format	Yes	,
	 "It is certified that any other location of the Under Ground Water Pipeline would be extremely difficult and unreasonable costly and the installation of pipeline within ROW will not adversely affect the design, stability & 	Yes	

carriageway, easing of curve etc." (ii) For 4- lanning a) Where feasibility is available do certify that there will be no hindrances to proposed for lanning based on the feasibility report considering proposed structures at the said

location.

b) In case feasibility report is not available " I do certify that sufficient ROW is available at site for accommodating proposed 4 lanning

traffic safety of thee highway nor the likely future improvement such as widening of the

ssistant Engineer, TWAD Board, Maintenance Section -Nagapattinam. GENERAL MANAGER (T) & PROJECT DIRECTOR MA ER (TECH) NATIONAL HIGHWAYS AUTHORITY OF INDIA **PIU-THANJAVUR** 22

EXECUTINE ENGINEER TWAD Bd, Maintenance Division NAGAPATTINAM - 611 DDI.

NATIONAL HIGHWAYS AUTHORITY OF INDIA PIU-THANJAYUR

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S.NC	ITEM	Information /Status	Remarks
8	If NH section proposed to be taken up by NHAI or BOT basis- a clause is to be inserted in the agreement. "The permitted high way on which licensee has been granted the right to lay pipeline/cable/duct has also been granted as a to be inserted in the agreement "The permitted highway on which licensee has been granted the right to lay pipeline/cable/duct has also been granted as a right of way to the concessionaire under the concession agreement for up-gradation of [section from Km to Kmof NHAI No On BOT basis] and therefore, the licensee shall honor the same"	NA	Kemarks
9	Who will supervise the work of laying of Under Ground Water Pipeline	Consultants and relevant field Officers of NHAI.	
	a) On behalf of the Applicant	The Executive Engineer, TWAD Board, Maintenance Division, Nagapattinam.	
	b) On behalf of MoRTH/NHAI		
10	Who will ensure that the defects in road portion after laying of Under Ground Water Pipeline are corrected and if not corrected than what action will be taken.	Project Director, NHAI. BG will be enclosed. 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 Project Director that he will enter the proposed permission in the register of records of the permission in the prescribed Performa (copy enclose).	Yes	
	If any previous approval is accorded for laying of pipeline/cable then photocopy of register of records of permission accorded as maintained by DE then copy be enclosed	Yes	

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Assistant Executive Engineer, rWAD Board, Maintenance Sub Division Nagapattinam.

Executive Engineer, TWAD Board Maintenance Division, Nagapattinam

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Name of the Work: Laying of underground water pipe line across the NH 45C (New No. NH 36) from Km 106/016 to Km 106/720 on LHS, from Km 133/855 to Km 134/057 on RHS and across the NH 45C (New no. NH 36) at Km 106/016 and at Km 133/855 by HDD method in Thanjavur District, Tamil Nadu.

Indemnity against all damages and claims as per SI.NO.5.6 of Checklist

We, Tamil Nadu Water Supply & Drainage Board (TWAD Board), Maintenance Division, Nagapattinam, do hereby indemnify the Project Director, PIU, National Highways Authority of India, Thanjavur, binding ourselves to pay all the losses and claims in respect of laying of water pipeline from Km 106/016 to Km 106/720 on LHS, from Km 133/855 to Km 134/057 on RHS and across the NH 45C (New no. NH 36) at Km 106/016 and at Km 133/855 by HDD method in the district Thanjavur of Tamil Nadu or maintenance thereof and against all claims proceeding damages, cost, charges and expenses whatsoever in respect thereof in relation there to failing such payments of claims in the above work we abide in accepting of such claims affected from any of our assets

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We hereby undertake the following with respect to the laying of Under Ground water pipe line across the NH 45C (New No. NH 36) from Km 106/016 to Km 106/720 on LHS, from Km 133/855 to Km 134/057 on RHS and across the NH 45C (New no. NH 36) at Km 106/016 and at Km 133/855 by HDD method in Thanjavur District, Tamil Nadu.

- 1. The laying of UG Sewer pipe line will be carried out only on getting the approval from the Competent authority.
- 2. We undertake to shift the UG Sewer pipe line if required at any time owing to the expansion of the road or if necessary by the NHAL
- 3. In future if any damage is caused by the Under Ground Sewer pipe line by MORTH Authorities due to the any development of NH roads/ culverts, no amount towards the ame will not be claimed by the Executive Engineer, TWAD, Board, Maintenance Division, provided that the operation should have been intimated in advance, a minimum time of one month is required for shifting.

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- 4. It is certified that at the location where the offset measurements of proposed Under Ground Sewer Pipe line alignment are less than 15 m from the center line of the road, the UG Sewer pipe line laying work along the NHAI limit will be carried out by the applicant extend possible by trenchless method and for across the road by trenchless method.
- 5. It is certified that the existing utility lines of OFC lines & Sewer pipe lines will not be affected.
- 6. The restoration charges will be paid on getting the demand note as shape of DD.
- 7. We hereby undertake that no other location is possible other than this route.
- 8. We undertake to bear the expenditure if any incurred by the NHAI for repairing and damage caused to the NH by laying, maintenance or shifting of the Sewer pipe line.

Executive Engineer. rWAD Board Maintenance Division Nagapattinam





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த. மாரியப்பன் த/பெ. கோ. தசரதரங்கள் (c) 50.68, L. No. 1/2011 50/69, யாதவத் தெரு நூகப்படடினம் ക്രെ: 93603571**95**

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

, E Agreement to lay the Under Ground water pipe line along the Right of Way of NH 45C (New No. NH 36) from Km 106/016 to Km 106/720 of dia. 700mm DI water pipe line on LHS, from Km 133/855 to Km 134/057 of dia. 1067mm on RHS and across the NH 45C (New no. NH 36) in the MS casing pipe of dia. 1400mm at Km 106/016 and in MS casing pipe of dia.1500mm at Km 133/855 by HDD method in Thanjavur District, Tamil Nadu.

This Agreement made this	_ day of	(month)	of (year)
	Between		

acting his executive capacity through in (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,

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And

Executive Engineer, Maintenance Division, Nagapattinam, Tamil Nadu (hereafter called the Licensee") which expression shall unless excluded by repugnant to the context, include his successors / administrator assignees of the second part.

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Whereas the Authority is responsible, inter-alia, for development and maintenance of lands from Km 106/016 to Km 106/720 on LHS, from Km 133/855 to Km 134/057 on RHS and across the NH 45C (New no. NH 36) at Km 106/016 and at Km 133/855 by HDD method in Thanjavur District, Tamil Nadu.

Whereas the Licensee proposes to lay Water Pipe line referred to as utility services in subsequent paras.

Whereas the Licensee has applied to the Authority for permission to lay utility services from Km 106/016 to Km 106/720 on LHS, from Km 133/855 to Km 134/057 on RHS and across the NH 45C (New no. NH 36) at Km 106/016 and at Km 133/855 by HDD method in Thanjavur District, Tamil Nadu.

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 permission to lay utility services as per the approved drawing attached hereto subject to the following conditions, namely.

- 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 fulfillment 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 License 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 License fee shall become payable from the date of handing over of RoW land to the Licensee, for laying of 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.

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Executive Engineer. WAD Board Maintenance Division Nagapatlinam

- 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 2.00m wide utility corridor on either side of the extreme edge of RoW. In cases where utility ducts with sufficient space are already available along NH, the utility services shall be laid in such ducts subject to technical requirements being fulfilled.
- 7. The utility services shall be laid at the edge of the RoW. In case of restricted width of RoW, which may be adequate only to accommodate the carriageway, central verge, shoulders, slopes of embankment, drains, other road side furniture etc; the utility services shall be laid beyond the toe line of the embankments and clear of the drain.
- 8. The Licensee shall make his own arrangement for crossing of cross drainage structure, rivers, etc. below the bed. In case, this is not feasible, the utility services may be carried outside the railings / parapets and the bridge superstructure. The fixing and supporting arrangement with all details shall be required to be approved in advance from the concerned Highway Administration. Additional cost on account of fixing and supporting arrangement as assessed by the Authority shall be payable by the Licensee.
- 9. In exceptional cases, where RoW is restricted the utility services can be allowed beneath the carriageway of service road, if available, subject to the condition that the utility services be laid in concrete ducts, which will be designed to carry traffic on top. The width of the duct shall not be less than one lane. In such cases, it also needs to ensure that maintenance of the utility services shall not interfere with the safe and smooth flow of traffic. The cost of operation and maintenance will have to be borne by the Licensee.
- 10. It is to be ensured that at no time there is interference with the drainage of the road land and maintenance of the National Highways. Towards this, the top of the utility services shall be at least 0.6 metre below the ground level. However, any structure above ground shall be aesthetically provided for / landscaped with required safety measures as directed by the concerned Authority.
- 11. The utility services shall be permitted to cross the National Highway either through structure or conduits specially built for that purpose. The casing / conduit pipe should, as minimum, extend from drain to drain in cuts and toe of slope to toe of slope in the fills and shall be designed in accordance with the provision of IRC and executed following the Specifications of the Ministry.
- 12. Existing drainage structures shall not be allowed to carry the lines across.
- 13. The top of the casing / conduit pipe containing the utility services to cross the road shall be least 1.2m below the top of the sub grade or the existing ground level whichever is lower, subject to being at lease 0.3m below the drain inverts. A typical sketch showing the clearances is given in Attachment – I

Executive Engineer. WAD Board Maintenance Division Nagapattinam

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- 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 30 cm. but not more than 60 cms 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.
 - a. 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.
 - b. 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.
 - c. 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 had been removed. Consolidation by saturation or ponding will not be permitted.
 - d. 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 to any services etc. 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.

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Executive Engineer, WAD Board Maintenance Division.

- 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 coordination 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 License 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 or the road for crossing highway, and other roads and try to carry out the work by trenches technology. In case any damage is caused to the road pavement in the process, the License 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 License has to execute the restoration work in a time bound manner at its cost either by itself or thought its authorized 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 goods the damages caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee.

Executive Engineer,

TWAD Roard Maintenance Division Nagapattinam

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- 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 in laid and trenches filled up before the close of the work that day. Filling should be completed to the satisfaction of 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 the period 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 land/ 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.

Executive Engineer. TWAD Board Maintenance Division Nagapattinam

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- 37. The utility service 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 specification 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 anytime 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 cancellation not shall it be absolved from any liability already incurred.
- 38. The licensee shall ensure adherence to relevant Indian standards and follow best industry practices, methods 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, take account of :
 - a. operation, repair and maintenance guidelines given by 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 conditions 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.

Executive Engineer. rWAD Board Maintenance Division, Nagapatlinam -

(8)

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 Executive Engineer. TWAD Board Maintenance Division Nagapattinam

(LICENSEE)

IN THE PRESENCE OF (WITNESSES):

istant Executive Engineer, **TWAD Board, Maintenance Sub Division** Nagapattinam.

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Assistant Engineer, TWAD Board, Maintenance Section -Nagapattinam.







eDivisionNagapattinamunderCWSSto980HabsinNagapattinamDistrict-Proposalforlayingtheundergro 781608/2023/PIU-THANJAVUR



Applicatio	n Details [20230914/1/5/19652/3547]				
Highway NH45C [NH45C], NH45C [NH45C]					
Name of Highway Authority	NHAI Dwarka New delhi				
Highway Administration Address	Thanjavur Thanjavur				
Whether the Fuel Station is part of Rest-area complex	No				
Name of Applicant/Oil Company	Maintenance Division, TWAD Board, Nagapattinam Address: 113, Public office road, Velipalayam,, Nagapattinam (TAMIL NADU), PIN: 611001 Phn: 09894163774 Email: maintsubnagai@gmail.com				
Application Category	Public Utility				
Utility	Pipes				
State	TAMIL NADU				
Туре	New				
Remarks	Noc for laying of Under Ground water pipelines under Jal Jeevan Mission 2022				
Submitted On	14 Sep 2023 23:03:48				

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Details					
1. Length in Meters * 906m					
2. Width of available ROW					
I. Left side from center line stowards increasing towards increasing Shown in the drawing chainage OR km direction * stowards		Shown in the drawing			
II. Right side from center line towards increasing chainage OR km direction *		Shown in the drawing			
3. Proposal to lay the utility					
I. Left side from center line towards increasing chainage OR km direction *					
II. Right side from center line towards increasing chainage OR km direction *					
4. Proposal to acquire the land					
I. Left side from center line * NA					
II. Right side from center line *		ΝΑ			
5. Whether proposal is in the same side where land is not to be acquired *		Yes			
If not then where to lay the cable *		NA			
6. Details of already laid services if any along the proposed route *		NA			
7. Number of Existing lanes *		2 Lane			
8. Proposed number of lanes *		2 Lane			
9. Service road Exists *		No			

/2023/PIU-THANJAVUR 10. Proposed Service road	
Left side from center line	NA
Right side from center line	NA
11. Whether proposal to lay cable is after the service road or between the service road and main carriageway *	N/A
12. Whether carrying OFC Cable has been proposed on highway /bridges, If yes then mention the methodology proposed for the same *	No
13. Is crossing of the road involved? If Yes, is shall be either encased in pipes or through structure of conduits specially built for the purpose at the expense of the agency owing the line *	Yes, In encasing pipe
I. Whether the existing drainage structures are allowed to carry utility pipeline. *	No
II. Is it on a line normal to NH? *	Yes
III. What is the distance of crossing the utility pipelines from the existing structure? Crossings shall not be too near the existing structures on the National Highway, the minimum distance being 15 mtrs. *	15.00

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

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I. Where the ROW is more than 45 M then the duct cable shall be laid at the edge of right of way within the utility corridor of 2 M width, duly keeping in view the future widening. *	NA
II. Where land is yet to be acquired for 4 laning and the position of new carriageway has been decided then the cable shall be laid at the edge of right of way within the utility corridor of 2 M width, on that side of existing carriageway where extra land is not proposed to be acquired for 4 laning. *	NA
III. Where the widening plan for 4 laning is not yet decided and available ROW is around 30 M or less, a judicious decision would need to be taken for permitting the laying of cable/duct. This could be within 1.5 M to 2m of utility corridor at the edge of existing ROW, duly keeping in view the possible widening plans. *	Yes
IV. Where ROW is restricted and adequate only to accommodate the carriageway, central verge, shoulders and drains (e.g. Highways in cutting through hilly/rolling terrain), the cable shall be laid clear of the drain. *	NA 43

V. Where land strip for utility corridor can't be conveniently earmarked (available ROW restricted to the toe of the embankment) for laying of cable/ducts, the permission may be refused.	NA
15. Document/Drawings enclosed with the proposal *	No
I. Cross section showing the size of trench for open trenching method (is it normal size of 1.2m (min.) deep x 0.3 wide) *	Yes
II. Cross section showing the size of pit and location of cable for HDD method *	Yes
III. Strip plan/ Route plan showing the OFC, Chainage width of ROW, distance of proposed, cable from the edge of ROW, important mile stone, intersections, cross drainage works etc. *	Yes
IV. Methodology of laying of the Utility Pipeline/OFC *	Yes
V. Open trenching method (may be allowed in utility corridor only where pavement is neither cement concrete nor dense bituminous concrete type) If yes what is the Methodology of refilling of trench *	Yes

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

(e) The road crust shall be built to the same strength as existing crust on either side of the trench. Care shall be taken to avoid the formation of a dip at the trench. *	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 owing the utility line. *	Yes
VI. Horizontal Directional Drilling (HDD) Method *	Yes, For Crossings only
VII. Laying OFC through CD Works and Method of laying (Whether to be hung outside parapet). *	NA
16. Draft license Agreement signed by two witnesses. *	Yes
I. The license fee estimate as per Ministry's guidelines issued vide circular no. RW/NH/33044/29/2015/S&R dated 22.11.2016. *	Yes
17. Whether Performance Bank Guarantee is as per Ministry's guidelines issued vide circular no. RW/NH/33044/29/2015/S&R, dated 22.11.2016. *	Yes
I. Confirmation of BG has been obtained as per MoRTH guidelines *	Yes

18. Affidavit/Undertaking from the Applicant for following is to be furnished 46

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

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h) Undertaking that		
expenditure is any incurred		
by NHAI for repairing any		
damage cause to the NH by		Yes
laying, maintenance of		
shifting of the utility line will		
be borne by the applicant		
agency owing the line. *		
i) Undertaking that text of the license deal is as per verbatim of format issued by MoRTH vide circular no. RW/NH/33044/29/2015/S&R dated 22.11.2016 *		Yes
j) Undertaking for shifting of utility as and when asked by MoRTH/ NHAI. *		Yes
k) Certificate from the applicant ir	n the following format	
	granted within such time us	ach road/utilities at my/our own cost s will be stipulated by NHAI for future
10 Who will sign the		

19. Who will sign the agreement on behalf of Applicant agency? Power of Attorney to sign the agreement is available or not. *	Executive Engineer, TWAD Board
20. The Power of Attorney is in favour of authorized signatory? *	Yes

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	Locations					
Sno	State	District	Highway /Stretch	Start Point	End Point	View
1	TAMIL NADU	THANJAVUR	NH45C [NH45C] (0.00-164.27) From Km: 133.855 To Km: 134.057	Chainage Point: 133.855 Lat: 10.942 Lng: 79.302	Chainage Point: 134.057 Lat: 10.942 Lng: 79.300	View
2	TAMIL NADU	THANJAVUR	NH45C [NH45C] (0.00-164.27) From Km: 106.016 To Km: 106.72	Chainage Point: 106.016 Lat: 11.1 Lng: 79.454	Chainage Point: 106.72 Lat: 11.094 Lng: 79.453	View

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

Applicable Fee Details

Sno	Fee Head	Stage	Fee	Amount	Status				
1	Utility Fees	Technical Approval	License Fees	0					