



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)

National Highways Authority of India

(Ministry of Road Transport & Highways, Government of India)

क्षेत्रीय कार्यालय, मदुरै / Regional Office, Madurai

दूसरा व तीसरी तल, विजय कृष्ण प्लाज़ा, संख्या-1, लेक एरिया, मेलूर मेन रोड, माडुतावनी, मदुरै-625 107

2nd & 3rd Floor, Vijay Krishna Plaza, No.1, Lake Area, Melur Main Road, Mattuthavani, Madurai-625 107

दूरभाष/ Tele : +91-452-258 8999 वेब / Website : www.nhai.gov.in ई-मेल/E-mail : romadurai@nhai.org



NHAI/15018/3.3/03/2024/RO Madurai/E-252860/ 1007

16th July, 2024

INVITATION OF PUBLIC COMMENTS

विषय: भाराराप्रा - क्षे.का. मदुरै- पकाई, कराइकुडी - Erection of 33 KV Electrical OHT line with poles along the road from Km16/540 to Km16/990 (LHS) and Km16/990 - to Km17/780 (RHS) and across @ Km16/990 in Thanjavur - Pudukkottai section of NH 226 (New NH 36) - Invitation of Public Comments - Reg.

प्रसंग: PD, Karaikudi Lr. No. NHAI/PIU/Karaikudi/11034/EB/2024/855 dated 22.06.2024.

The Proposal is regarding permission for erection of 33 KV Electrical OHT line with poles along the road from Km16/540 to Km16/990 (LHS) and Km16/990 - to Km17/780 (RHS) and across @ Km16/990 in Thanjavur - Pudukkottai section of NH 226 (New NH 36) in the State of Tamil Nadu by M/s Swelect Energy Sytems Ltd., Chennai has been submitted to this office by the PD, Karaikudi Lr. No. NHAI/PIU/Karaikudi/11034/EB/2024/855 dated 22.06.2024 in accordance with Ministry's latest guidelines dated 22.11.2016.

2. The alignment proposed by M/s Swelect Energy Sytems Ltd., Chennai for erection of 33 KV Electrical OHT line with poles along the road from Km16/540 to Km16/990 (LHS) and Km16/990 - to Km17/780 (RHS) and across @ Km16/990 in Thanjavur - Pudukkottai section of NH 226 (New NH 36) is as detailed under:

Stretch in Km	Length in Meters	Available ROW (in Meter)		Distance of erection from C/L (in Meter)		Remarks
		LHS	RHS	LHS	RHS	
Along NH-226 Km 16/540 to Km 16/990 (LHS)	450	18	21	17	-	Erection of 33KV OHT line with vertical clearance of 8.8m from the Ground level along the extreme edge of ROW at a distance of 1.0 m from ROW edge.
Along NH-226 Km 16/990 to Km 17/780 (RHS)	790	18	21	-	20	

Page 1 of 2

National Highways Authority of India

NHAI/15018/3.3/03/2024/RO Madurai/E-252860/ 1007


16th July, 2024

Across NH-226 Km 16/990	39	18	21	-	-	Across the Road on Baby Tower with vertical clearance of 18m
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3. M/s Swelect Energy Sytems Ltd., Chennai has furnished an Undertaking that the applicant will shift the OHT cable within 90 days from the date of issue of Notice, if required by NHAI at any time for expansion of the NH/Construction of flyover/bridges at their own risk and cost. Further, mentioned that M/s Swelect Energy Sytems Ltd., Chennai will not damage the other utilities, if damaged then to pay the losses either to NHAI or to the concerned agency.
4. 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.

भवदीय

16/07/24
(महेन्द्र मीना | Mahendra Meena)
प्रबंधक (तक) | Manager (Tech)
क्षे.का. मदुरै | RO-Madurai

संलग्न: As above

प्रतिलिपि:

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

List of Correspondences

Receipt No. / Issue No.	Subject	Type	Marked As	Attached On	Issued On	Pages	Remarks
994329/2024/PIU - Karaikudi	Erection of 33 KV Electrical OHT line with poles along the road from Km.16/540 to Km.16/990 (LHS) and Km.16/990 – to Km.17/780 (RHS) and across @ Km.16/990 in Thanjavur – Pudukkottai section of NH 226 (New NH 36) – Proposal submitted – Approval – Requested – Reg.	Receipt		22/06/2024 08:04 PM		1-59	-



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

(Ministry of Road Transport & Highways, Government of India)

उप महाप्रबंधक (तकनीकी) सह परियोजना निदेशक के कार्यालय

परियोजना कार्यान्वयन इकाई - करैकुडी

Office of the Deputy General Manager (Tech) & Project Director
Project Implementation Unit - Karaikudi

नं.1, दूसरी मंजिल, सुब्रमण्यपुरम तीसरी स्ट्रीट, करैकुडी - 630 002

No. 1, 2nd Floor, Subramaniapuram 3rd Street, Karaikudi - 630 002

दूर / Tele : +91- 4565 230707 ई-मेल / E-mail : karaikudiplu@gmail.com, karaikudi@nhai.org



NHAI/PIU/Karaikudi/11034/EB/2024/855

E-
22nd June, 2024

To

The Regional Officer,
National Highways Authority of India,
Regional Office, Madurai.

Sir,

Sub: NHAI - PIU, Karaikudi - Erection of 33 KV Electrical OHT line with poles along the road from Km.16/540 to Km.16/990 (LHS) and Km.16/990 - to Km.17/780 (RHS) and across @ Km.16/990 in Thanjavur - Pudukkottai section of NH 226 (New NH 36) - Proposal submitted - Approval - Requested - Reg.

- Ref: 1. Authorized Signatory, M/s. Swelect Energy Systems Limited, Chennai Letter No: Nil, dated:24.05.2024.
2. RE, M/s.Bloom Companies LLC, Pudukkottai Lr.No.001/Bloom/RE/T-P/NH-36/2024/O&M-4/456, dt:30.05.2024.
3. Authorized Signatory, M/s. Swelect Energy Systems Limited, Chennai Letter No: Nil, dated:07.06.2024.
4. RE, M/s.Bloom Companies LLC, Pudukkottai Lr.No.001/Bloom/RE/T-P/NH-36/2024/O&M-4/472, dt:14.06.2024.

It is to submit that the Authorized Signatory, M/s. Swelect Energy Systems Limited, Chennai vide reference 3rd cited has submitted the proposal seeking permission for erection of 33KV Electrical Over Head Transmission line with poles along the road from Km.16/540 to Km.16/990 (LHS) and Km.16/990 - to Km.17/780 (RHS) and across @ Km.16/990 in Thanjavur - Pudukkottai section of NH 226 (New NH 36).

2. The same has been forwarded to the Supervision Consultant for offering their comments. The Resident Engineer, M/s.Bloom Companies, Pudukkottai vide reference 4th cited has informed that the site has been inspected and verified the proposal and found to be in order.

3. On scrutiny of the proposal, the following details are submitted:

2

National Highways Authority of India

- a) The Authorized Signatory, M/s. Swelect Energy Systems Limited, Chennai has proposed the erection of 33KV Electrical Over Head Transmission line with poles along the road from Km.16/540 to Km.16/990 (LHS) and Km.16/990 - to Km.17/780 (RHS) and across @ Km.16/990 in Thanjavur - Pudukkottai section of NH 226 (New NH 36) for a total length of 1277m & crossing at Km.16/990.
- b) The said proposal has been submitted in NOC portal and its application No. 20240618/2/15/28228/8920.
- c) The width of Existing ROW 39 m.
- d) The strip plan showing the details of proposed erection of 33KV Electrical Over Head Transmission line with poles and necessary checklist are furnished along with the proposal.
- e) The Authorized Signatory, M/s. Swelect Energy Systems Limited, Chennai has given undertaking that they will relocate electrical lines / utilities at their cost notwithstanding the permission granted within such time as stipulated by NHAI for future 4 laning or any other development.
- f) The Authorized Signatory, M/s. Swelect Energy Systems Limited, Chennai has given undertaking on non-judicial stamp paper, that they will pay the fee / rent as mentioned in the MoRT&H Guidelines / Circular No.RW/NH-33044/29/2015/S&R (R) dated 22.11.2016 as and when asked by NHAI.
- g) The track rent and restoration charges to be collected from the agency are calculated as per the MoRT&H Guidelines / Circular No.RW/NH-33044/29/2015/S&R (R) dated 22.11.2016.
- h) The cost of restoration charges for the erection of 33KV Electrical Over Head Transmission line with poles is worked out as **Rs.2,24,000/- (Rupees Two Lakh and Twenty-Four Thousand only)** for which the applicant is required to furnish the BG having validity upto one (1) year as per the **Annexure-I**.
- i) The track rent to be collected for erection of 33KV Electrical Over Head Transmission line with poles along / across the road is for five years as **Rs.2,79,623/- (Rupees Two Lakh Seventy-Nine Thousand Six Hundred and Twenty-Three Only)** for which the applicant is required to be remitted in Bharatkosh Portal valid for upto Five (5) years period as per details in NOC portal.



National Highways Authority of India

- j) The statement showing the list of utility services already approved by the Competent Authority is enclosed as Annexure-II.
- k) Certificate by the undersigned is enclosed as Annexure-III.
- l) The site will be restored to the original condition by the applicant.

4. In view of the above, it is requested that the necessary permission may please be granted to the Authorized Signatory, M/s. Swelect Energy Systems Limited, Chennai for erection of 33KV Electrical Over Head Transmission line with poles along the road from Km.16/540 to Km.16/990 (LHS) and Km.16/990 to Km.17/780 (RHS) and across @ Km.16/990 in Thanjavur - Pudukkottai section of NH 226 (New NH 36) in the state of Tamil Nadu at an early date.

Encl: 1 No. of Original Proposal with references.

Yours faithfully,



(B. Arun Prasad)

DGM(T) & Project Director
NHAI, PIU, Karaikudi

Copy to: The Authorized Signatory, M/s. Swelect Energy Systems Limited, Chennai.

National Highways Authority of India

ANNEXURE-I

Performance security against the restoration work for erection of 33KV Electrical Over Head Transmission line with poles along the road from Km.16/540 to Km.16/990 (LHS) and Km.16/990 to Km.17/780 (RHS) and across @ Km.16/990 in Thanjavur - Pudukkottai section of NH 226 (New NH 36).

Sl. No.	Description	Length in mtrs.	
A.	Erection of 33KV Electrical Over Head Transmission line with poles along the road from Km.16/540 to Km.16/900 (LHS) and 16/990 to 17/780 (RHS) of NH 226 (New NH 36)		
	Km.16/540 to Km.16/990 (LHS)	=	450
	Km.16/990 to Km.17/780 (RHS)	=	790
	Total length	=	1240
	Cost of Restoration Charges @Rs.100.00 per running meter (1240 x 100)	=	124000
B.	Laying of electrical lines & poles by across the road at 1 location.		
	Km.16/990	=	1
	Cost of Restoration Charges @ Rs.1,00,000/- per Crossing (1 x 100000)	=	100000
Grant Total			224000
			Say Rs.2.24 Lakhs


B. ARUN PRASAD
 DEM(T) & Project Director
 National Highways Authority of India
 PIU - KARAİKUDI

[Enclosure to Ministry Circular No.RW/NH-33044/17/2000-S&R dated 29.09.2000 and dated 23.07.2009]

Format for Maintaining Records of Right-of-Way permission granted for laying Optical Fibre Cable Pipeline

(to be maintained separately for every NH and State)

1. Name of State : TAMILNADU
2. NH Number : THANJAVUR - PUDUKKOTTAI SECTION OF NH 226

Sl. No	Location (change in km)	Left or Right side of NH (towards increasing chainage / km direction)	Section and reach	Kind of Service	Name of License and contact address	Date of signing agreement	Date of validity of agreement	Date of last inspection of site	Any deviation from MoRTH standard norms	Remarks
1	Km.0/000 to Km.47/600 (LHS) & across at 10 locations	LHS	Thanjavur - Pudukkottai	OFC	The Authorized Signatory, Reliance Jio Infocomm Ltd., 89, Dr.Radhakrishnan Salai, Mylapore, Chennai – 600 004.					Proposal approved by the Regional Officer, NHAI, RO, Madurai on 31.07.2018. BG towards restoration charges has been remitted by the agency and the same has been sent for verification. After receipt of BG verification confirmation. So far Agreement not executed.
2	Km.0/000 to Km.2/000 (LHS); from Km.0/000 to Km.2/100 (RHS) & across at Km.2/100	LHS & RHS	Thanjavur - Pudukkottai	OFC	The Technical Officer'B', Air Force Station, Thanjavur	23.04.2019	22.03.2024	30.01.2021	No	-


B. ARUN PRASAD
DGM(T) & Project Director
National Highways Authority of India
PIU - KARAUKUDI

National Highways Authority of India**ANNEXURE-III****CERTIFICATE OF THE PROJECT DIRECTOR**

NAME OF THE WORK:- Proposal for erection of 33KV Electrical Over Head Transmission line with poles along the road from Km.16/540 to Km.16/990 (LHS) and Km.16/990 to Km.17/780 (RHS) and across @ Km.16/990 in Thanjavur - Pudukkottai section of NH 226 (New NH 36).

It is certified that,

1. The proposal is found to be in order as per the Ministry Circular.
2. The proposal if implemented will not affect design stability & traffic safety.
3. The proposal if approved will be entered in the register for records of permission.
4. The proposal for crossing if implemented will not get affect due to the widening of the road in near future. Further, the Authorized Signatory, M/s. Swelect Energy Systems Limited, Chennai has given undertaking that they will relocate electrical supply lines at their own cost notwithstanding the permission granted within such time as stipulated by NHAI for future development.


B. ARUN PRASAD
DGM(T) & Project Director
National Highways Authority of India
PIU - KARAUKUDI

PIU - KARAUKUDI	
DATE :	08.06.24
DIARY No :	740
PD	<i>[Signature]</i>
MR (TECH)	
Dy MR (FCN)	
ACCT.	
LAO	
SECTION	<i>[Signature]</i>

S.E.L
Date: 07.06.2024

To
The Project Director,
National Highways Authority of India,
PIU, Karaikudi.

Dear Sir,

Sub: Erection of 33 KV OHT Lines NH - 226 of (Thanjavur to Pudukottai Section) along the road from Km.16/540 to Km.16/990 (LHS) & from Km.16/990 to Km.17/780 (RHS) for a length 1240m and across the road @ Km.16/990 for a Total Length of 1279.50 mts - Submission of revised Proposal - Requesting for permission - Regarding.

Ref:

1. Our Office Letter dated:24.05.2024.
2. RE, M/s.Bloom Companies LLC, Pudukkottai Letter No.001/Bloom/RE/T-P/NH-36/2024/O&M-4/456, dated:30.05.2024.
3. Your Office Letter No.NHAI/PIU/Karaikudi/11033/OFC/2023/567, dated:03.06.2024.

With reference to the letter vide reference 2nd & 3rd cited above, we hereby submit the revised proposal for according permission for Erection of 33 KV OHT Lines with Pole NH - 226 of (Thanjavur to Pudukottai Section) along the road from Km.16/540 to Km.16/990 (LHS) & from Km.16/990 to Km.17/780 (RHS) for a length 1240m and across the road @ Km.16/990 for a Total Length of 1279.50 m, by duly complying the observations raised by the Supervision Consultant.

We request that necessary permission may kindly be accorded so as to enable to Erection of 33 KV OHT Lines with Pole and the restoration charges intimated to the above address for making payment.

Thanking You

Yours Faithfully,

Arsal

(Authorized Signatory)
M/s. SWELECT ENERGY SYSTEM LIMITED,



BLOOM
COMPANIES, LLC
Infrastructure. Innovation and Ingenuity

JV



In Association With



Lr.No. 001/Bloom/RE/T-P/NH-36/2024/O&M-4/472

Date:-14.06.2024

To,
The Deputy General Manager (T) cum Project Director,
National Highway Authority of India,
Project Implementation Unit,
Karaikudi.

Project: Consultancy Services for Supervision Consultants (SC) of Operations & Maintenance of
(i) From km 0+000 to 55+228 on Thanjavur - Pudukottai Section of NH 36 (Old NH-226) in the state of Tamil Nadu.

Subject: **Erection of 33KV Electrical OHT line with poles along the road from Km.16/540 to Km.16/990 (LHS) and Km.16/990 to Km.17/780 (RHS) and across @ Km.16/990 in Thanjavur - Pudukottai section of NH 226 (New NH 36) - Comments on proposal - Report sought for - Reg.**

PIU - KARAIKUDI	
DATE : 15.06.24	
DIARY No : 785	
PD	<i>[Signature]</i>
MGR (TECH)	<i>[Signature]</i>
D.MGR (TECH)	
AGGT	
LAO	
SECTION	

Ref: 1) NHAI/PIU/Karaikudi/11034/EB/2024/602, dated: 11.06.2024.
2) Authorized Signatory, M/s. Swelect Energy System Limited, Chennai Letter dated: 07.06.2024(received on 08.06.2024).

Dear Sir,

With reference to the above subject and cited letters, the proposal for erection of 33KV electrical OHT line with poles along the road from Km.16/540 to Km.16/990 (LHS) and Km.16/990 to Km.17/780 (RHS) and across @ Km.16/990 in Thanjavur - Pudukottai Highway Section of NH 226/36(New) has been verified and found in order,

Hence, the requested permission shall be considered to M/s. Swelect Energy Limited, Chennai with the following conditions,

- The construction work should be as per the submitted layout drawings, undertaking letter and as per the MoRT&H Guidelines & Norms of Circular No. RW/NH-33044/29/2015-S&R(R), dated: 22.11.2016.
- No damage to the existing highway, avenue plantation & road furniture shall be accepted during the time of erection.
- There shall not be any hindrance to the free flow of traffic in Thanjavur - Pudukottai highway section of NH-226/36(New) during the time of erection.
- Proper safety arrangement should be made available during the time of erection works.

This is for your kind information.

Thank You

Yours Sincerely

G. Arul Muthiah
14/06/24

G. Arul Muthiah

Highway Maintenance cum Resident Engineer
NH-226/36(New),
Pudukottai.

Office Address: - Plot No 35, Ezhil Nagar, Pudukottai - 622 005 Off E-mail Id: - jr.thanjavur@gmail.com. Ph - 04322 -223200
Head Office Address:2nd Floor, Tower-A, Capital Business Park, Above Croma, Sohna Road, Sector-48, Gurugram-122018
CINNo.: F04568 Website:www.bloomcos.comE-Mail: info@bloom-india.com

ERECTION OF 33KV OHT LINE WITH POLE ROUTE DIAGRAM

SECTION

NH-226 (Thanjavur to Pudukottai Section)
Along the Road from Km.16/540 to Km.16/990 (LHS)
& Km.16/990 to Km.17/780 (RHS)
Along the Road length 1240m, Crossing @ Km.16/990
Crossing Length 37.00m & Total no of Poles 30 Nos
Total Length of 1277.00 meters.

APPLICANT:

M/s. SWELECT ENERGY SYSTEM LIMITED,
No. 5, P.S.Sivaswami Salai,
Mylapore ,
Chennai - 600 004.

The Project Director
National Highways Authority of India,
Karaikudi.

For SWELECT ENERGY SYSTEMS LTD,

CA Bal
Joint Managing Director

PIU - KARAIKUDI	
DATE :	08.06.24
DIARY No :	740
PD	<i>[Signature]</i>
MR (TECH)	
Dy MR (FCN)	
ACCT.	
LAO	
SECTION	<i>[Signature]</i>

S.E.L
Date: 07.06.2024

To

The Project Director,
National Highways Authority of India,
PIU, Karaikudi.

Dear Sir,

Sub: Erection of 33 KV OHT Lines NH - 226 of (Thanjavur to Pudukottai Section) along the road from Km.16/540 to Km.16/990 (LHS) & from Km.16/990 to Km.17/780 (RHS) for a length 1240m and across the road @ Km.16/990 for a Total Length of 1279.50 mts - Submission of revised Proposal - Requesting for permission - Regarding.

Ref:

1. Our Office Letter dated:24.05.2024.
2. RE, M/s.Bloom Companies LLC, Pudukkottai Letter No.001/Bloom/RE/T-P/NH-36/2024/O&M-4/456, dated:30.05.2024.
3. Your Office Letter No.NHAI/PIU/Karaikudi/11033/OFC/2023/567, dated:03.06.2024.

With reference to the letter vide reference 2nd & 3rd cited above, we hereby submit the revised proposal for according permission for Erection of 33 KV OHT Lines with Pole NH - 226 of (Thanjavur to Pudukottai Section) along the road from Km.16/540 to Km.16/990 (LHS) & from Km.16/990 to Km.17/780 (RHS) for a length 1240m and across the road @ Km.16/990 for a Total Length of 1279.50 m, by duly complying the observations raised by the Supervision Consultant.

We request that necessary permission may kindly be accorded so as to enable to Erection of 33 KV OHT Lines with Pole and the restoration charges intimated to the above address for making payment.

Thanking You

Yours Faithfully,

Arsal

(Authorized Signatory)
M/s. SWELECT ENERGY SYSTEM LIMITED,

Restoration Charges to be collected for 33 KV OHT Lines NH - 226 of (Thanjavur to Pudukottai Section) along the Road from Km.16/540 to Km.16/990 (LHS) & Km.16/990 to Km.17/780 (RHS) Along the Road length 1240m & Crossing @ Km.16/990 & Total no of Poles 30 Nos, Total Length of 1277.00 meters, Tamilnadu State.

Cost of Restoration Charges Along the Road @ Rs. 100/- per meter (1240m x Rs. 100/-) Km.16/540 to Km.16/990 (LHS) & Km.16/990 to Km.17/780 (RHS)	Rs. 1,24,000/-
Cost of Restoration Charges Across the Road @ Rs. 1,00,000/-per crossing (1 x 1,00,000) KM.16/990	Rs.1,00,000/-
Total Restoration Charges	Rs.2,24,000 /-

For SWELECT ENERGY SYSTEMS LTD,

Arjun
Joint Managing Director

License fee to be collected for 33 KV OHT Lines NH - 226 of (Thanjavur to Pudukottai Section) along the Road from Km. 16/540 to Km. 16/990 (LHS) & Km. 16/990 to Km. 17/780 (RHS) Along the Road length 1240m & Crossing @ Km. 16/990 & Total no of Poles 30 Nos, Total Length of 1277.00 meters, Tamilnadu State.

Sl No	Description	Length in m	Width in m	Area occupied in Sqm	Guideline Value (Rs.) per Sqm	License Fees (Rs / sqm / month)
A. Along the Road						
1	Pudunagar Km.16/540 to Km.16/990 (LHS)	450	1.605	722.25	605.00	6554.42
2	Pudunagar Km.16/990 to Km.17/780 (RHS)	790	1.605	1267.95	605.00	11506.65
	Sub Total - I	1240.00		1990.20		18061.07
B. Across the Road						
1	Pudunagar Km.16/990	37.00	1.605	59.39	605.00	538.92
	Sub Total - II	37.00		59.39		538.92
C. Proposed Pole						
1	Pudunagar- RSJ POLES (28 Nos)	1	1	1.00	605.00	254.10
1	Pudunagar- SMALL BABY TOWER (2 Nos)	1.5	1.5	2.25	605.00	40.84
	Sub Total - III	2.50		3.25		294.94
Total Area to be utilised (Sub Total I + II + III)						18894.92
Total License fee =Rs18894.92 Annum Say Rs.18895/-						
License For Public Utility for 1 Year						₹ 18,895.00
License For Public Utility for 2 Year						₹ 20,028.70
License For Public Utility for 3 Year						₹ 21,230.42
License For Public Utility for 4 Year						₹ 22,504.25
License For Public Utility for 5 Year.						₹ 23,854.50
Total License For Public Utility for 5 Year						₹ 1,06,512.87

For SWELECT ENERGY SYSTEMS LTD,

Arjun
Joint Managing Director

Resize Text - + Reset

Screen Reader



பதிவுத்துறை
REGISTRATION DEPARTMENT



For Complaints and Clarifications, please contact:
9498452110 /
9498452120 /
9498452130
(Monday to Friday 10 AM to 5.45 PM, excluding Government holidays)

For queries related to software, please contact:
1800 102 5174
(Monday to Friday 8 AM to 8 PM, Saturday 10 AM to 5 PM excluding Government holidays)

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GUIDELINE VALUE & PROPERTY VALUATION

Guideline Value relating to 2.19 lakhs streets and over 4.46 Crores Survey Numbers/Subdivision numbers are available on this site for query.

For Property Valuation, Click on the Street Name from the Street List, where the property is located.

From: 1-4-2023 To: Current Date [To know your Zone and District Click Here](#)

View Guideline value for:

- Street
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Select Criteria :

- Category Wise
- Survey Number Wise

Zone:* Sub Registrar Office:*

Trichy Kantharvakottai

Registration Village:* Land Category*

PUDUNAGAR Residential Class I Type - I

Search Reset

For SWELECT ENERGY SYSTEMS LTD.

Arjun
Joint Managing Director

Search Criteria :

Zone:	TRICHY	Sub	KANTHARVAKOTTAI
Guideline	PUDUNAGAR	Registrar	
Village:		Office:	
Revenue	PUDUKKOTTAI	Revenue	PUDUNAGAR
District:		Village:	
		Revenue	GANDARVAKOTTAI

Below Search results are as on 23-May-2024 05:06 PM

458 items found, displaying 1 to 10.

[First/Prev] 1, 2, 3, 4, 5, 6, 7, 8 [Next/Last]

Sr.No.	Survey/Subdivision No.	Guideline Value (₹) (British Value)	Guideline Value (₹) (Metric Value)	Land Classification	Effective Start Date	G.O.Download
1	<u>158/2A</u>	56/ Square Feet	605/ Square Metre	Residential Class I Type - I	01-Apr- 2023	-
2	<u>158/2B2</u>	56/ Square Feet	605/ Square Metre	Residential Class I Type - I	01-Apr- 2023	-
3	<u>158/2B3</u>	56/ Square Feet	605/ Square Metre	Residential Class I Type - I	01-Apr- 2023	-
4	<u>158/4</u>	56/ Square Feet	605/ Square Metre	Residential Class I Type - I	01-Apr- 2023	-
5	<u>158/4B</u>	56/ Square Feet	605/ Square Metre	Residential Class I Type - I	01-Apr- 2023	-
6	<u>164/B2</u>	56/ Square Feet	605/ Square Metre	Residential Class I Type - I	01-Apr- 2023	-
7	<u>259/14</u>	56/ Square Feet	605/ Square Metre	Residential Class I Type - I	01-Apr- 2023	-
8	<u>259/15</u>	56/ Square Feet	605/ Square Metre	Residential Class I Type - I	01-Apr- 2023	-
9	<u>259/2A1A1A1</u>	56/ Square Feet	605/ Square Metre	Residential Class I Type - I	01-Apr- 2023	-
10	<u>259/2A1B</u>	56/ Square Feet	605/ Square Metre	Residential Class I Type - I	01-Apr- 2023	-

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Online Services

For SWELECT ENERGY SYSTEMS LTD,

CHECK - LIST

Guidelines for Project Directors for processing the proposal for erection of 33KV OHT Line with Pole in the land across National Highways vested with NHAI.

- Relevant circulars

- 1) Ministry Circular No. NH-III/P/66/76 dated 19.11.1976
- 2) Ministry Circular No. RW/NH-III/P/66/76 dated 11.5.1982
- 3) Ministry Circular No. RW/NH-11037/1/86/DOI dated 19.1.1995
- 4) Ministry Circular No. RW/NH-33044/29/2015-S&R (R) dated 22.11.2016

Check list for getting approval for erection of 33KV OHT Line with Pole NH land

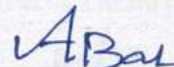
S.No.	Item	Information/ Status	Remarks
1	General Information		
1.1	Name and Address of the Applicant	M/s. SWELECT ENERGY SYSTEM LIMITED, No. 5, P.S.Sivaswami Salai, Mylapore, Chennai - 600 004.	
1.2	National Highway Number	NH-226	
1.3	State	TamilNadu	
1.4	Location	NH-226 (Thanjavur to Pudukottai Section)	
1.5	(Chainage in km)	Along the Road from Km.16/540 to Km.16/990 (LHS) & Km.16/990 to Km.17/780 (RHS) Crossing @ Km. 16/990	
1.6	Length in Meter	1277.00 meters	
1.7	Width of available ROW		
	(a) Left side from center line towards increasing chainage/ km direction	18.00	
	(b) Right side from center line towards increasing chainage / km direction	21.00	
1.8	Proposal to erection of OHT pole		
	(a) Left side from center line towards increasing chainage/ km direction	17.00	
	(b) Right side from center line towards increasing chainage/ km direction	20.00	
1.9	Proposal to acquire land		
	(a) Left side from center line	Nil	Already

	(b) Right side from center line		acquired
1.10	Whether proposal is in the same side where land is not to be acquired	No	
	If not then where to erection of OHT Line with Pole	The pole shall be laid at the extreme edge of ROW.	
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	2 lanes with Paved Shoulder	
1.13	Proposed Number of lanes (2 lanes with paved shoulders/4 / 6/8 lanes)	.NA	
1.14	Service road existing or not	Not	
	If yes then which side		
	(a) Left side from center line	Nil	
	(b) Right side from center line	Nil	
1.15	Proposed Service road	Nil	
	(a) Left side from center line	Nil	
	(b) Right side from center line	Nil	
1.16	Whether proposal to erection of 33KV OHT Line with Pole is after the service road or between the service road and main carriageway	Along utility corridor at ROW edge	
1.17	The permission for erection of 33KV OHT Line with Pole shall be considered for approval / rejection based on the Ministry Circulars mentioned as above	Considered for approval based on the Ministries circular	
1.18	If crossings 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 owning the line	NA	The pole shall be erect for overhead only
	(a) Existing drainage structures shall not be allowed to carry the lines.	NA	The pole shall be erect for overhead only
	(b) Is it on a line normal to NH	Yes	
	(c) Crossings shall not be too near the existing structures on the National Highway, the minimum distance being 15 meters. What is the distance from the existing structures	NA	The pole shall be erect for overhead only



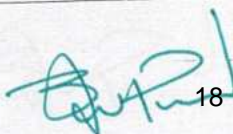
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For SWELECT ENERGY SYSTEMS LTD,

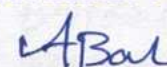


Joint Managing Director

	(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.	NA	The pole shall be erect for overhead only
	(e) Ends of the casing/conduit pipe shall be sealed from the outside, so that it does not act as a drainage path.	NA	The pole shall be erect for overhead only
	(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.	NA	The pole shall be erect for overhead only
	(h) Crossing shall be by boring method (HDD) specially where the existing road pavement is of cement concrete or dense bituminous concrete type.	NA	The pole shall be erect for overhead only
	(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.	NA	The pole shall be erect for overhead only
2	Document / Drawings enclosed with the proposal	Yes	
2.1	Cross section showing the size of trench for open trenching method (Is it normal size of 1.2m deep X 0.3m wide) (i) Should not be greater than 60 Cm wider than the outer diameter of the pipe (ii) located as close to the extreme edge of the right-of-way as possible but not less than 15 meter from the centre-lines of the nearest carriageway (iii) Shall not be permitted to run along the National Highways when the road formation is situated in double cutting. Nor shall these be laid over the	NA	The pole shall be erect for overhead only

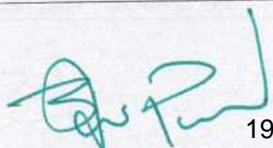
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For SWELECT ENERGY SYSTEMS LTD,



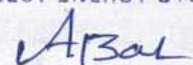
Joint Managing Director

	existing culverts and bridges (iv) These should be so laid that their top is at least 0.6 meter below the ground level so as not to obstruct drainage of the road land.		
2.2	Cross section showing the size of pit and location of cable for HDD method	NA	The pole shall be erect for overhead only
2.3	Strip plan/ Route Plan showing erection of 33KV OHT Line with Pole, Chainage, width of ROW, distance of proposed, pole from the edge of ROW, important mile stone, intersections, cross drainage works etc.	Yes	
2.4	Methodology for erection of 33KV OHT Line with Pole	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	NA	The pole shall be erect for overhead only
	(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.	NA	The pole shall be erect for overhead only
	(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.	NA	The pole shall be erect for overhead only
	(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.	NA	



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For SWELECT ENERGY SYSTEMS LTD,



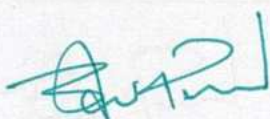
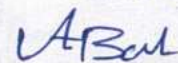
Joint Managing Director

	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.		The pole shall be erect for overhead only
	(f) The excavation shall be protected by flagman, signs and barricades, and red lights during night hours.	NA	The pole shall be erect for overhead only
	(g) If required, a diversion shall be constructed at the expense of agency owning the utility line	NA	The pole shall be erect for overhead only
2.4.2	Horizontal Directional Drilling (HDD) Method	NA	The pole shall be erect for overhead only
2.4.3	Erection of 33KV OHT Line with Pole through CD works and method of laying	No	
3	Draft License Agreement signed by two witnesses	Yes	
4	Performance Bank Guarantee in favor of NH has to be obtained @ Rs. 100/- 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.	Applicable at later date	
4.1	Performance BG as per above is	Applicable at later date	

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	to be obtained.		
4.2	Confirmation of BG has been obtained as per NH guidelines	Yes	
5	Affidavit / Undertaking from the Applicant for		
5.1	Not to Damage to other utility, if damaged then to pay the losses either to NH or to the concerned agency	Yes	
5.2	Renewal of Bank Guarantee	Yes	
5.3	Confirming all standard condition of NH's guideline	Yes	
5.4	Shifting of erection of 33KV OHT Line with Pole and 33KV Transformer as and when required by NH at their own cost	Yes	
5.5	Shifting due to 4 lanning / widening of NH	Yes	
5.6	Indemnity against all damages and claims clause (xxiv)	Yes	
5.7	Traffic movement during laying of erection of 33KV OHT Line with Pole to be managed by the applicant	Yes	
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 or repairs, or alterations to the erection of 33KV OHT Line with Pole located in the National highway right-of-ways.	Yes	
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 erection of 33KV OHT Line with Pole will be borne by the agency owning the line.	Yes	
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	Yes	

	at the cost of the agency owning the utility line within a reasonable time (not exceeding 60 days) of the intimation given.		
5.12	<p>Certificate from the applicant in the following format</p> <p>(i) Laying of erection of 33KV OHT Line with Pole will not have any deleterious effects on any of the bridge components and roadway safety for traffic.</p> <p>(ii) for 4 -laning "We do undertake that I will relocate service road/approach road/utilities at my own cost notwithstanding the permission granted within such time as will be stipulated by NH" for future Four - laning or any other development."</p>	Yes	
6.	Who will sign the agreement on behalf of erection of 33KV OHT Line with Pole agency	M/s. SWELECT ENERGY SYSTEM LIMITED, No. 5, P.S.Sivaswami Salai, Mylapore , Chennai - 600 004.	
7	Certificate from the Divisional Engineer		
7.1	<p>Certificate for confirming of all standard condition issued vide Ministry Circular No. NH-III/P/66/76 dated 19.11.1976, Ministry Circular No. RW/NH-III/P/66/76 dated 11.5.1982 and Ministry Circular No. RW/NH-11037/1/86/DOI dated 19.1.1995 and Ministry Circular No. RW/NH-33044/29/2015-S&R (R) dated 22.11.2016.</p>	Yes	
7.2	<p>Certificate from DE in the following format</p> <p>(i) "It is certified that any other location of the OHT cable would be extremely difficult and unreasonable costly and the installation of OHT cable within ROW will not adversely affect the</p>	Yes	



For SWELECT ENERGY SYSTEMS LTD,

C. Arun
Joint Managing Director

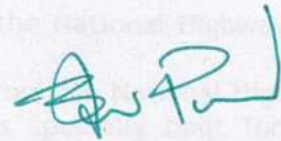
	<i>design, stability & traffic safety of the highway nor the likely future improvement such as widening of the carriageway, easing of curve etc".</i>		
	(ii) for 4-lanning (a) Where feasibility is available <i>"I do certify that there will be no hindrance to proposed Four-laning based on the feasibility report considering proposed structures at the said location".</i> (b) In case feasibility report is not available <i>"I do certify that sufficient ROW is available at site for accommodating proposed Four-laning".</i>	Yes	
8	If NH section proposed to be taken up by NH 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 erection of OHT Line with Pole has also been granted as a right of way to the concessionaire under the concession agreement for up gradation of NH-226 (Thanjavur to Pudukottai Section) Along the Road from Km.16/540 to Km.16/990 (LHS) & Km.16/990 to Km.17/780 (RHS) Crossing @ Km. 16/990 and therefore, the licensee shall honour the same."</i>	Yes	
9	Who will supervise the work of erection of 33KV OHT Line with Pole	Concessionaire/ Consultant/NH	
10	Who will ensure that the defects in road portion after laying of erection of 33KV OHT Line with Pole are corrected and if not corrected then what action will be taken?	Concessionaire/ Consultant	



For SWELECT ENERGY SYSTEMS LTD,

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Joint Managing Director

11	Who will pay the claims for damages done/disruption in working of Concessionaire if asked by the Concessionaire?	M/s. SWELECT ENERGY SYSTEM LIMITED, No. 5, P.S.Sivaswami Salai, Mylapore, Chennai - 600 004.	
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 erection of 33KV OHT Line with Pole then Photocopy of register of records of permissions accorded as maintained by PD may be enclosed.	Yes	



The Project Director
Karaikudi

For SWELECT ENERGY SYSTEMS LTD.



Joint Managing Director

Conditions to be enclosed/incorporated in the approval letter for permission for erection of 33KV OHT Line with Pole

1. The erection of 33KV OHT Line with Pole shall be located as close to the extreme edge of the right-of-way as possible but not less than 15 meters from the centre-lines of the nearest carriageway.
2. The erection of 33KV OHT Line with Pole 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 erection of 33KV OHT Line with Pole shall be so placed that at no time there is interference with the maintenance of the National Highways.
4. These should be so erect that their top is at least 11 meter above the existing road.
5. The authority/ owner of the underground utility shall ensure that erect an eclectic cable carrying high tension lines 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 meters.
8. The erection of 33KV OHT Line with Pole 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/conduit pipe should, as minimum extend from drain to drain in cuts and toe of slope toe of slope in the fills.
10. 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.
11. 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.
12. 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.
13. 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.
 - (e) The side fill shall consist of granular material laid in 15 cm layers each consolidated by mechanical tampering and controlled addition of moisture to 95% of the Proctor's Density. Overfill shall be compacted to the same density as the material that had been removed. Consolidation by saturation or ponding will not be permitted.

For SWELECT ENERGY SYSTEMS LTD,

ABal
Joint Managing Director

- (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.
14. If needed, a diversion shall be constructed at the expense of agency owning the erection of 33KV OHT Line with Pole.
15. Prior approval of the NH shall be obtained before undertaking any work of installation, shifting or repairs, or alterations to the erection of 33KV OHT Line with Pole located in the National highway right-of-ways.
16. 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 erection of 33KV OHT Line with Pole will be borne by the agency owning the erection of 33KV OHT Line with Pole.
17. If the NH considers it necessary in future to move the erection of 33KV OHT Line with Pole 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 erection of 33KV OHT Line with Pole within a reasonable time (not exceeding 60 days) of the intimation given.
18. The licensee shall ensure making good the excavated trench for laying cables 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.
19. The licensee shall furnish a Bank Guarantee to the NH @ Rs...../- 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.
20. 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.
21. The licensee shall shift the cables/ducts 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 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.
22. 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.
23. The licensee shall be solely responsible/ liable for full compensation/indemnification of concerned agency/aggrieved owner for any direct, indirect or consequential damage caused to them/claims or replacement sought for, at the cost and risk of the licensee. The concerned agency in co-ordination with NH shall also have a right to make good such damages/recover the claims by way of invoking of Bank Guarantee furnished by the licensee.

24. If the licensee fails to comply with the condition 22 and 23 above to the satisfaction of the NH, the same shall be got executed by the NH at the risk and cost of the licensee.
25. The licensee shall procure insurance from reputed insurance company against damages to already existing cables/underground installation/utilities/facilities etc during trenching.
26. The licensee has to cross the NH by horizontal drilling method (trenchless technology only). In case any damage is caused to the road pavement in this process, the licensee will be required to restore the same to the original condition at his own cost.
27. No trenching will be done on pucca road, boring method will be used in pucca road and cable will be laid at the extreme edge of the road in the non-BT surface only.
28. The licensee shall inform/give a notice to the NH, Govt. of India or its authorized agency at least 15 days in advance with route details prior to digging trenches for fresh or maintenance/repair work. A separate work plan and a separate performance Bank Guarantee @ Rs...../- per meter length for maintenance/ repair work shall have to be furnished by the licensee.
29. 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.
30. 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.
31. The NH has a right to terminate the permission or to extend the period of agreement. In case the licensee wants shifting, repairs or alteration to telecom cables/ducts, he will have to furnish a separate bank guarantee.
32. The licensee shall not without prior permission in writing from the NH Govt. of India or its authorized agency undertake any work of shifting, repairs or alterations to the said telecom cables/ducts.
33. 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.
34. During the subsistence of this agreement, the laying erection of 33KV OHT Line with Pole/ducts located in highway land/property shall be deemed to have been constructed and continued only by the consent and permission of the NH so that the right of the licensee to the use thereof shall not become absolute and indefeasible by laps of time.
35. The licensee shall bear the stamp duty charged for the agreement.
36. The erection of 33KV OHT Line with Pole shall not be brought in to use by the licensee unless a completion certificate to the effect that the erection of 33KV OHT Line with Pole 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.
37. Not with standing anything NH contained herein this agreement may be cancelled at any time by the or breach of any condition of the same and the licensee shall neither be entitled to any compensation for any loss caused to it by such cancellation nor shall it be absolved from any liability already in curred.
38. The licensee shall have to provide barricading, danger lighting and other necessary caution boards while executing the work and during maintenance.
39. If any traffic diversion works are found necessary during the working period such diversion shall be provided at the cost of licensee.
40. After the termination/expiry of the agreement, the licensee shall remove the cables/ducts within 60 days and the site shall be brought back to the original condition failing which the licensee will lose the right to remove the cables/ducts. However, before taking up the work of removal of cables the licensee shall furnish a bank guarantee to the owner for a period of one year for an amount assessed by the

owner for making good the excavated trench by proper filling and compaction, clearing debris, loose earth produced due to excavation of trenching at least 50m away from the edge of the right of way.

41. If NH is required to do some emergent work the licensee will provide an observer within 24 hours. NH will not be responsible for any damage of any kind by what so ever means natural or otherwise.
42. The enforceability of the Right-of Way permission granted here in shall be restricted to the extent of provisions/scope of service contained/defined in the license agreement and for the purpose for which it is granted. Either by content or by intent, the purpose extending this Right-of Way facility is not to enhance the scope.
43. Strict compliance of the following by the Divisional Engineer:
 - a) If the licensee fails to inform the commencement of laying of erection of 33KV OHT Line with Pole 15 days before the actual start of the work at site the agreement should be null and void.
 - b) It is to be intimated to the HQ that, actual work has already been started at the site as per the provision of the agreement and the conditions stipulated in the Ministry Circular No. NH-III/P/66/76 dated 19.11.1976, Ministry Circular No. RW/NH-III/P/66/76 dated 11.5.1982 and Ministry Circular No. RW/NH-11037/1/86/DOI dated 19.1.1995 and Ministry Circular No. RW/NH-33044/29/2015-S&R (R) dated 22.11.2016.
 - c) An interim execution progress report /status report shall be submitted to NH HQ after one month of the start of the work at site, regarding the satisfactory progress of the laying of erection of 33KV OHT Line with Pole, as per the specification/stipulation and the alignment as approved.
 - d) The final completion certificate shall be issued/submitted by DE to the HQ to the effect that, the work has been completed to the entire satisfaction of the Divisional Engineer and there were no violation of any condition / stipulation contained in the agreement, Ministry Circular No. NH-III/P/66/76 dated 19.11.1976, Ministry Circular No. RW/NH-III/P/66/76 dated 11.5.1982 and Ministry Circular No. RW/NH-11037/1/86/DOI dated 19.1.1995, Ministry Circular No. RW/NH-33044/29/2015-S&R (R) dated 22.11.2016 and the approved plan.
 - e) To obtain a performance bank guaranty @ Rs./- per running meter of NH and Rs.1,00,000/- per crossing of NH from the licensee to safe guard the interest of NH.
 - f) Proposal for permission along NH Sections which are proposed to be taken up by NH for development through private sector participation on BOT basis, following clause should be inserted in the agreement.
 - g) A register of records of the permissions accorded has to be maintained by the DE in the prescribed proforma (copy enclosed)
 - h) Chief Engineer is authorized to sign an agreement (IN ACCORDANCE WITH THE MODEL AGREEMENT) with the applicant, on behalf of NH.

For SWELECT ENERGY SYSTEMS LTD,

VABal
Joint Managing Director



தமிழ்நாடு தமில்நாடு TAMILNADU

நாள் : 03.6.2024
 வாங்குபவர் பெயர்: Swelect Energy System
 ஊர் : - Limited
 தொகை : Chennai
 : Rs.100/-

EL 918764
 M.பழனிச்சாமி M.A.,
 அரசு உரிமம் எண்.2/2021
 முத்திரைத்தாள் விற்பனையாளர்
 TS.No.5380/2,கடை எண்: 132
 பிரகதம்பாள் பள்ளி எதிரில், திஜாங்கலாணி ரோடு,
 புதுக்கோட்டை-622001.செல்: 94981-0272

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

Agreement to Erection of 33 KV OHT Lines NH - 226 of (Thanjavur to Pudukottai Section) along the Road from Km.16/540 to Km.16/990 (LHS) & Km.16/990 to Km.17/780 (RHS) Along the length 1240m, Crossing @ Km.16/990 crossing Length 37.00m & Total no of Poles 30 Nos, Total Length of 1277.00 meters, in the state of Tamil Nadu, National Highways.

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. SWELECT ENERGY SYSTEM LIMITED, NO.5, P.S.SIVASWAMI SALAI, CHENNAI - 600 004, (hereinafter called the "Licensee") which expression shall unless excluded by repugnant to the context, include his successors / administrator assignees on the second part.

For SWELECT ENERGY SYSTEMS LTD,

Ar. Sel
 Joint Managing Director

Whereas the Authority is responsible, inter-alia, for development and maintenance of lands in NH - 226 of (Thanjavur to Pudukottai Section) along the Road from Km.16/540 to Km.16/990 (LHS) & Km.16/990 to Km.17/780 (RHS) Along the length 1240m, Crossing @ Km.16/990 crossing Length 37.00m & Total no of Poles 30 Nos, Total Length of 1277.00 meters, in the state of Tamil Nadu, National Highways.

Whereas the Licensee Proposes to lay Telecom cable / OFC cable / electrical cable Line / 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 - 226 of (Thanjavur to Pudukottai Section) along the Road from Km.16/540 to Km.16/990 (LHS) & Km.16/990 to Km.17/780 (RHS) Along the length 1240m, Crossing @ Km.16/990 crossing Length 37.00m & Total no of Poles 30 Nos, Total Length of 1277.00 meters, in the state of Tamil Nadu, National Highways.

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

However any structure above ground shall be aesthetically provided for / landscaped with required safety measures as directed by the concerned Authority.

11. The utility services shall be permitted to cross the National Highway either through structure or conduits specially built for that purpose. The casing /conduit pipe should, as minimum, extend from drain to drain in cuts and toe of slope to toe of slope in the fills and shall be designed in accordance with the provision of IRC and executed following the specifications of the Ministry.
12. Existing drainage structures shall not be allowed to carry the lines across.
13. The top of the electrical cable line containing the utility services to cross the road shall be at least 11m top of the existing road level whichever is lower. 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 bought back to the original condition failing which the Licensee will lose the right to remove the utility services. However before taking up the work of removal of utility services the Licensee shall furnish a Bank Guarantee to the Authority for a period of one year for an amount assessed by the Authority as a security for making good the excavated trench by proper filling and compaction, clearing debris, loose earth produced due to excavation of trenching at least 50m away from the edge of the RoW.
42. Any disputes in interpretation of the terms and condition of this agreement or their implementation shall be referred to the redress mechanism prevailing in the ministry and the decision of the redress mechanism shall be final and binding on all.

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

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

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

SIGNED SEALED AND DELIVERED FOR AND ON BEHALF OF AUTHORITY.

For SWELECT ENERGY SYSTEMS LTD,
BY SHRI LABell
(Signature, name & address with stamp)
Joint Managing Director

For SWELECT ENERGY SYSTEMS LTD,
LABell
Joint Managing Director

SIGNED ON BEHALF OF M/S. SWELECT ENERGY SYSTEM LIMITED, NO.5, P.S. SIVASWAMI SALAI, CHENNAI - 600 004, (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 தமிழ்நாடு TAMILNADU

நாள் : 03.6.2024
 வாங்குபவர் பெயர்: Swelect Energy System
 ஊர் : Chennai - Limited
 தொகை : Rs.100/-

EL 918767
 M.பழனிச்சாமி M.A.,
 அரசு உரிமம் எண்.2/2021
 முத்திரைத்தாள் விற்பனையாளர்.
 TS.No.5380/2,கடை எண் :12
 பிரகதம்பாள் பள்ளி எதிரில்,நிஜாம் காலனி ரோடு;
 புதுக்கோட்டை-622001.செல் :94981 02721

Annexure-V

UNDERTAKING

We, M/s. SWELECT ENERGY SYSTEM LIMITED, NO.5, P.S. SIVASWAMI SALAI, CHENNAI - 600 004, Tamilnadu State. Erection of 33 KV OHT Lines NH - 226 of (Thanjavur to Pudukottai Section) along the Road from Km.16/540 to Km.16/990 (LHS) & Km.16/990 to Km.17/780 (RHS) Along the length 1240m, Crossing @ Km.16/990 crossing Length 37.00m & Total no of Poles 30 Nos, Total Length of 1277.00 meters, Tamilnadu State.

We here by undertake the Standard Conditions of NHAI Guidelines:

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

For SWELECT ENERGY SYSTEMS LTD,

CA. P. S.
 Joint Managing Director

2. **Renewal of Bank Guarantee:** M/s. Swelect Energy System Limited shall furnish a Bank Guarantee @ Rs100/- per running meter to the NHAI, 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 erection of 33 KV Double Circuit OHT cable with pole 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 The Assistant Engineer for clearing debris/loose earth. In case the work contemplated herewith is not completed to the satisfaction of the NHAI, which has granted the permission, within a period of 11 months from the date of issue of the bank guarantee M/s. Swelect Energy System Limited shall either furnish a fresh guarantee or extend the guarantee for a further period of one year. In case of The Assistant Engineer failing to discharge the obligation of making good the excavated trench, the NHAI shall have a right to make good the damages caused by excavation, at the cost of The Assistant Engineer and recover the amount by invoking the bank guarantee furnished by M/s. Swelect Energy System Limited , No. 5, P.S.Sivaswami Salai , Mylapore, Chennai-600 004, Tamilnadu State.
3. **Confirming all standard conditions of NHAI:**
- (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 33 KV Double Circuit OHT cable line with pole shall be laid at the edge of the right of way within 2m utility corridors.
 - (iii) The top of the OHT cable line shall be at least 11m from existing road.
 - (iv) The licensee has to cross the NH In case any damage is caused to the road pavement in this process, The Assistant Engineer will be required to restore the same to the original condition at his own cost.
 - (v) No trenching will be done on link road, boring method will be used in link road and 33 KV Double Circuit OHT cable line with pole will be laid at the extreme edge of the road in the non-BT surface only.
 - (vi) The licensee shall inform/give a notice to the NHAI, Govt. of India or its authorized agency at least 15 days in advance with route details prior to digging trenches for fresh or maintenance/repair work. A separate work plan and a separate performance Bank Guarantee @ Rs100/- per meter length for maintenance/ repair work shall have to be furnished by The Assistant Engineer.
 - (vii) Each day, the extent of erection of 33 KV Double Circuit OHT cable line with pole 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 NHAI.
 - (viii) The Licensee shall indemnify the concerned agency in co-ordination with NHAI, against all damages and claims, if any, due to the erection of 33 KV Double Circuit OHT cable line with pole.

For SWELECT ENERGY SYSTEMS LTD.

ABal

Joint Managing Director

- (ix) The NHAI has a right to terminate the permission or to extend the period of agreement. In case the Assistant Engineer wants shifting, repairs or alteration to 33 KV Double Circuit OHT cable with pole, he will have to furnish a separate bank guarantee.
- (x) The Licensee shall not without prior permission in writing from the NHAI Govt. of India or its authorized agency undertake any work of shifting, repairs or alterations to the said 33 KV Double Circuit OHT cable with pole.
- (xi) The permission granted shall not in any way be deemed to convey to The Assistant Engineer any ownership right or any interest in route/road/highway/ land/ property, other than what is herein expressly granted.
- (xii) During the subsistence of this agreement, the erection 33 KV Double Circuit OHT cable with pole located in highway land/property shall be deemed to have been constructed and continued only by the consent and permission of the NHAI so that the right of The Assistant Engineer to the use thereof shall not become absolute and indefeasible by laps of time.
- (xiii) The Assistant Engineer shall bear the stamp duty charged for the agreement.
- (xiv) The 33 KV Double Circuit OHT cable with pole shall not be brought in to use by M/s. Swelect Energy System Limited unless a completion certificate to the effect that the erection of 33 KV Double Circuit OHT cable with pole 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.
- (xv) Notwithstanding anything NHAI contained herein this agreement may be cancelled at any time by the for breach of any condition of the same and The Assistant Engineer 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.
- (xvi) The licensee shall have to provide barricading, danger lighting and other necessary caution boards while executing the work and during maintenance. If NHAI is required to do some emergent work The Assistant Engineer will provide an observer within 24 hours. NHAI will not be responsible for any damage of any kind by what so ever means natural or otherwise.
- (xvii) 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 of TNEB 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. Swelect Energy System Limited.

4. Shifting of 33KV Double Circuit OHT cable with pole as and when required by NHAI: M/s. Swelect Energy System Limited shall shift the 33 KV Double Circuit OHT cable with pole within 90 days (or as specified by the respective agency/owner) from the date of issue of the notice by the NHAI, Govt. of India to shift/relocate the 33 KV Double Circuit OHT cable with pole, 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

5. **Shifting due to 6lining / widening of NH:** After the termination/expiry of the agreement, M/s. Swelect Energy System Limited shall remove the 33 KV Double Circuit OHT cable with pole within 90 days and the site shall be brought back to the original condition failing which the M/s. Swelect Energy System Limited. However, before taking up the work of removal of 33 KV Double Circuit OHT cable with pole M/s. Swelect Energy System 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.
6. **Traffic movement during erection of 33 KV Double Circuit OHT cable with pole 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. Swelect Energy System Limited.
7. **If any claim is raised by the concessionaire then the same has to be paid by the applicant:** M/s. Swelect Energy System 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. Swelect Energy System Limited. The concerned agency in co-ordination with NHAI shall also have a right to make good such damages/recover the claims by way of invoking of Bank Guarantee furnished by M/s. Swelect Energy System Limited. If M/s. Swelect Energy System Limited fails to comply with the condition 5 and 6 above to the satisfaction of the NHAI, the same shall be got executed by the NHAI at the risk and cost of the M/s. Swelect Energy System Limited.
8. **We, M/s. Swelect Energy System Limited, No. 5, P.S.Sivaswami Salai , Mylapore, Chennai-600 004, 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. Swelect Energy System Limited. Failing to discharge the obligation of making good the damages caused due to erection, the NHAI shall have a right to make good the damages caused due to erection at the cost of the M/s. Swelect Energy System Limited. And recover the amount by invoking the Bank Guarantee. In case the work contemplated is not completed to the satisfaction of NHAI, which has granted the permission, within a period of 11 months from the date of issue of the Bank Guarantee, M/s. Swelect Energy System Limited. Shall either furnish a fresh guarantee or extend the guarantee for a further period of one year.**
9. **Not to damage to other utility, if damaged, then to pay the losses either to NHAI or to the concerned agency.**
10. **In case the work contemplated is not completed to the satisfaction of NHAI, which has granted the permission within a period of 11months from the date of issue of the Bank Guarantees, The Assistant Engineer shall either furnish a fresh guarantee or extend the guarantee for a further period of one year.**

11. We will relocate Cable lines/Utilities at our own cost, notwithstanding the permission granted within such time as will be stipulated by NHAI "for future sixth lining or any other development."
12. We, M/s. Swelect Energy System Limited, No. 5, P.S.Sivaswami Salai , Mylapore, Chennai-600 004, Tamilnadu State, hereby undertake that "The existing avenue plantation is not affect due to the present proposed 33 KV OHT Lines NH - 226 of (Thanjavur to Pudukottai Section) along the Road from Km.16/540 to Km.16/990 (LHS) & Km.16/990 to Km.17/780 (RHS) Along the length 1240m, Crossing @ Km.16/990 crossing Length 37.00m & Total no of Poles 30 Nos, Total Length of 1277.00 meters, Tamilnadu State.
13. We, M/s. Swelect Energy System Limited, No. 5, P.S.Sivaswami Salai , Mylapore, Chennai-600 004, Tamilnadu State, 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. Lr. No. RW/NH-33044/29/2015-S&R (R) dated 22.11.2016 as and when asked by NHAI. 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 constent to abide by the content of this circular from the date of its notification by MORTH, GOI and agree to pay the ground rent any other charges applicable for the section as applied by us.

Yours Faithfully,

For M/s. Swelect Energy System Limited

For SWELECT ENERGY SYSTEMS LTD

LABal

(Authorized Signatory) Managing Director



தமிழ்நாடு தமிழ்நாடு TAMILNADU

நாள் : 03.6.2024
 வாங்குபவர் பெயர்: Swelect Energy System
 ஊர் : Chennai
 தொகை : RS.100/-

EL 918761
 M.பழனிச்சாமி M.A.
 அரசு உரிமம் எண்.2/2021
 முத்திரைத்தாள் விற்பனையாளர்
 TS.No.5380/2,கடை எண்.12
 பிரகதம்பாள் பள்ளி எதிரில்,நிஜாம் கட்டிட ரோடு,
 புதுக்கோட்டை-622001.செல் :94494-02731
 2024
 Annexure-VI

INDEMNITY BOND

Name of Work: Erection of 33 KV OHT Lines NH - 226 of (Thanjavur to Pudukottai Section) along the Road from Km.16/540 to Km.16/990 (LHS) & Km.16/990 to Km.17/780 (RHS) Along the length 1240m, Crossing @ Km.16/990 crossing Length 37.00m & Total no of Poles 30 Nos, Total Length of 1277.00 meters, Tamilnadu State, National Highways, Karaikudi.

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

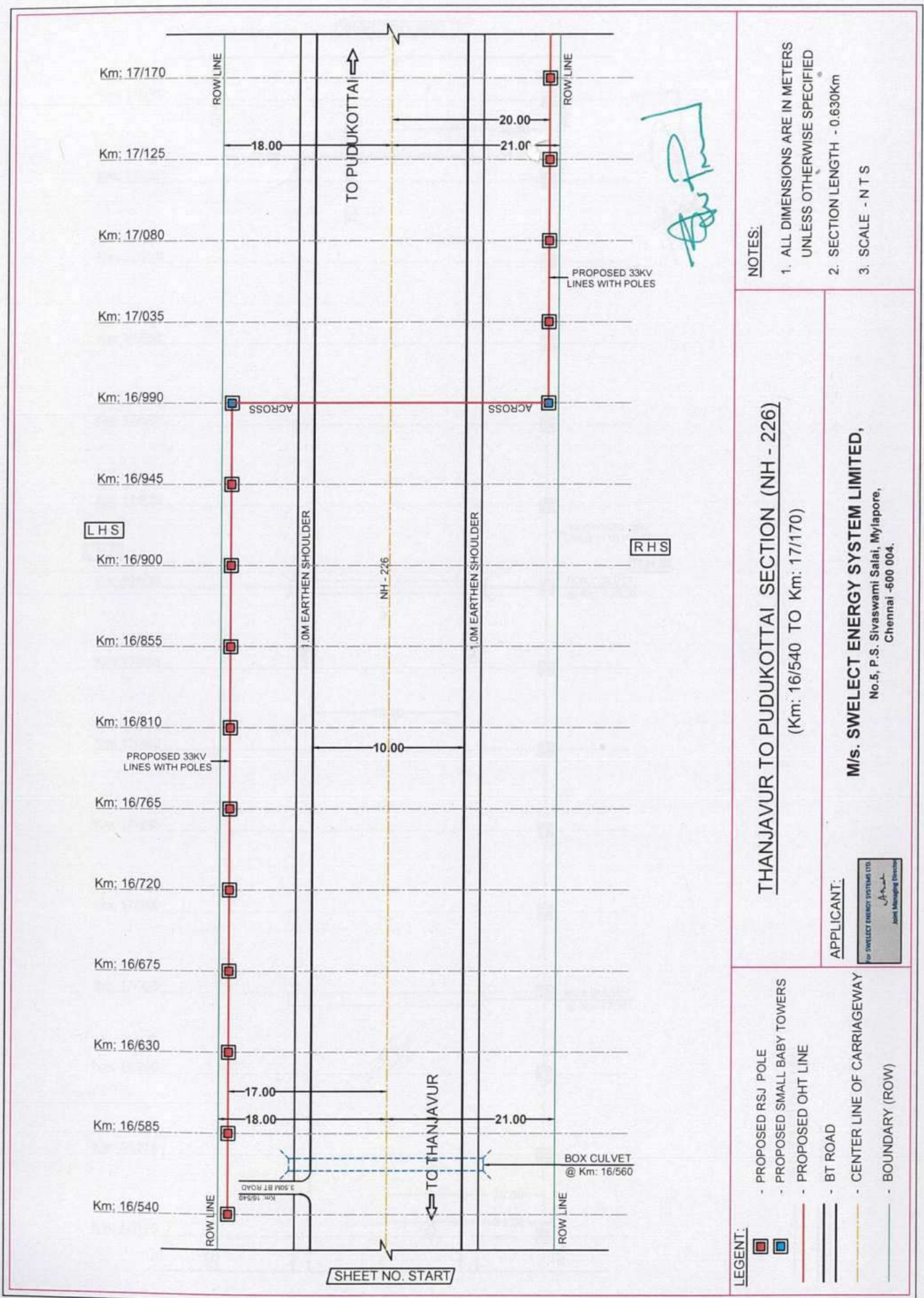
We, M/s. SWELECT ENERGY SYSTEM LIMITED, NO.5, P.S.SIVASWAMI SALAI,CHENNAI - 600 004, Tamilnadu State do hereby indemnify Project Director, National Highways Authority of India, Project Implementation Unit, binding ourselves to pay all the losses and claims in respect of Erection of 33 KV OHT Lines NH - 226 of (Thanjavur to Pudukottai Section) along the Road from Km.16/540 to Km.16/990 (LHS) & Km.16/990 to Km.17/780 (RHS) Along the length 1240m, Crossing @ Km.16/990 crossing Length 37.00m & Total no of Poles 30 Nos, Total Length of 1277.00 meters, Tamilnadu State or maintenance thereof and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof in relation there to. Failing such payments of claims in the above work we abide in accepting for recovery of such claims affected from any of our assets.

Yours Faithfully,

M/s. SWELECT ENERGY SYSTEM LIMITED,
 (Authorized Signatory)

For SWELECT ENERGY SYSTEMS LTD.

ARBAL
 Joint Managing Director



NOTES:

1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED
2. SECTION LENGTH - 0.630Km
3. SCALE - N T S

THANJAVUR TO PUDUKOTTAI SECTION (NH - 226)
(Km: 16/540 TO Km: 17/170)

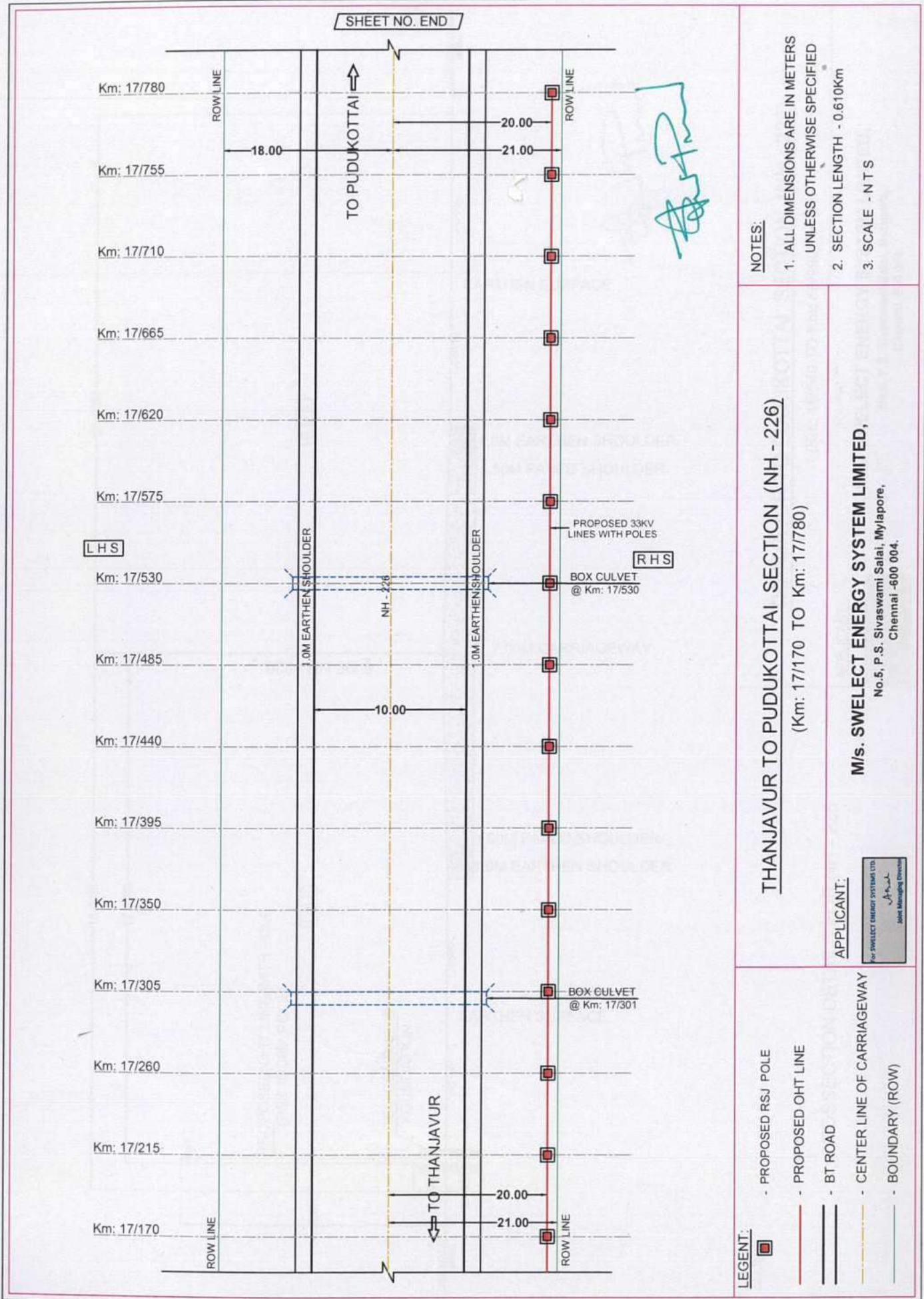
M/s. SWELECT ENERGY SYSTEM LIMITED,
No.5, P.S. Sivaswami Salai, Mylapore,
Chennai -600 004.

APPLICANT:

For SWELECT ENERGY SYSTEMS LTD
Joint Managing Director

LEGEND:

- PROPOSED RSJ POLE
- PROPOSED SMALL BABY TOWERS
- PROPOSED OHT LINE
- BT ROAD
- CENTER LINE OF CARRIAGEWAY
- BOUNDARY (ROW)



SHEET NO. END

NOTES:

1. ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED
2. SECTION LENGTH - 0.610Km
3. SCALE - N T S

THANJAVUR TO PUDUKOTTAI SECTION (NH - 226)

(Km: 17/170 TO Km: 17/780)

M/s. SWELECT ENERGY SYSTEM LIMITED,

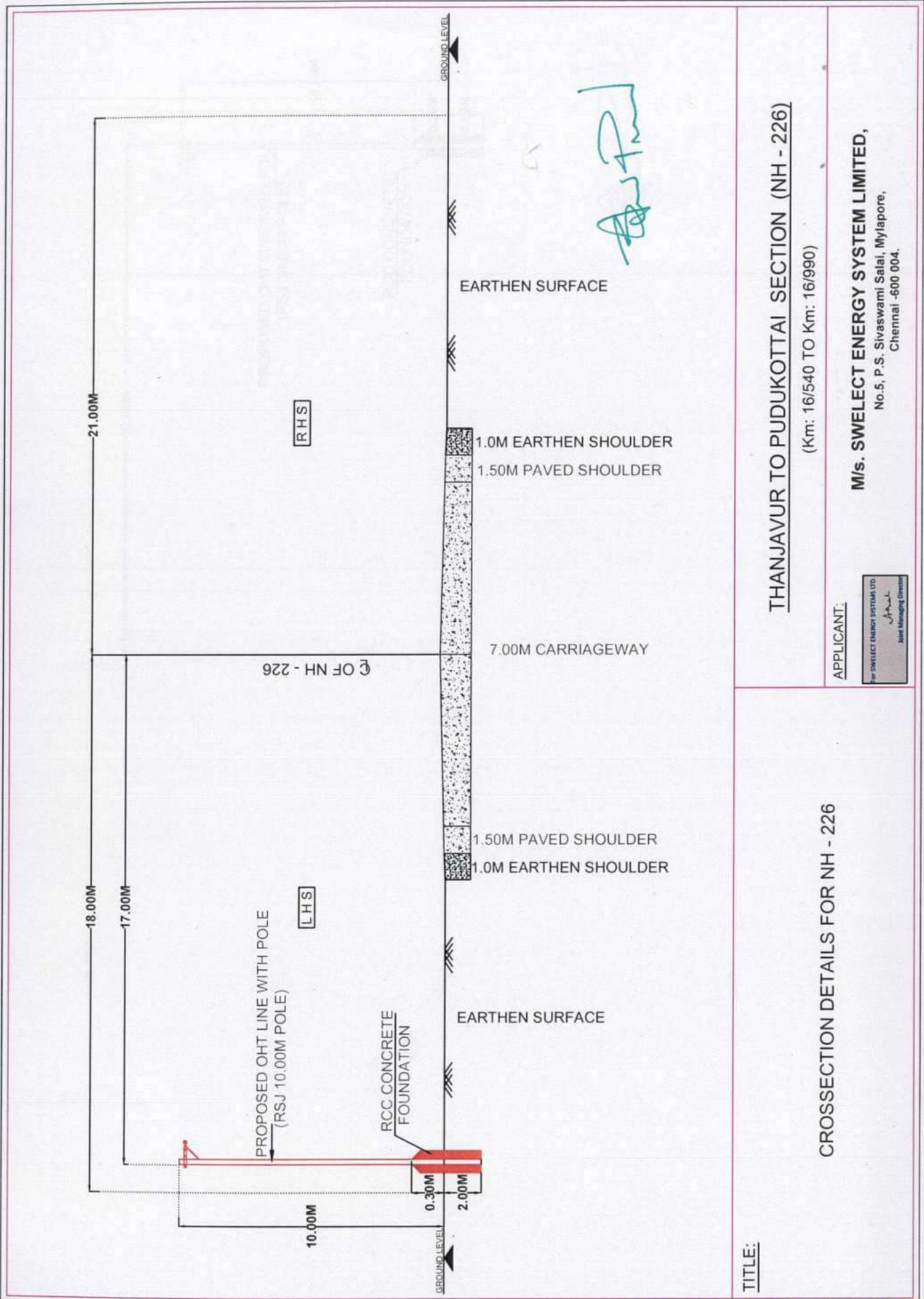
No.5, P.S. Sivaswami Salai, Mylapore, Chennai -600 004.

APPLICANT:



LEGEND:

- PROPOSED RSJ POLE
- PROPOSED OHT LINE
- BT ROAD
- CENTER LINE OF CARRIAGEWAY
- BOUNDARY (ROW)



TITLE:

THANJAVUR TO PUDUKOTTAI SECTION (NH - 226)

(Km: 16/540 TO Km: 16/990)

CROSSSECTION DETAILS FOR NH - 226

APPLICANT:

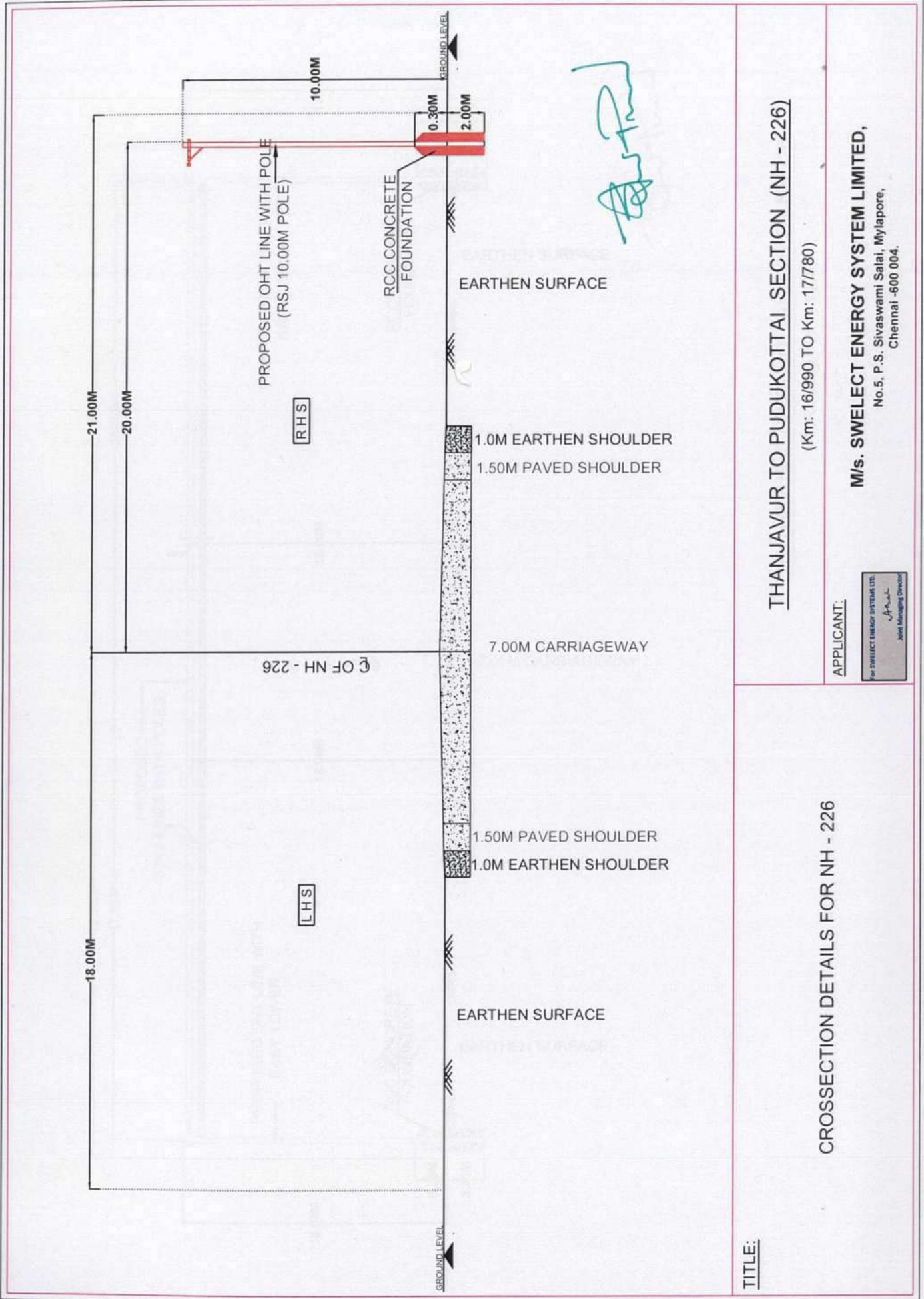


M/s. SWELECT ENERGY SYSTEM LIMITED,
 No.5, P.S. Sivaswami Salai, Mylapore,
 Chennai -600 004.

For SWELECT ENERGY SYSTEMS LTD,

LABal

Joint Managing Director



TITLE:

THANJAVUR TO PUDUKOTTAI SECTION (NH - 226)

(Km: 16/990 TO Km: 17/780)

APPLICANT:



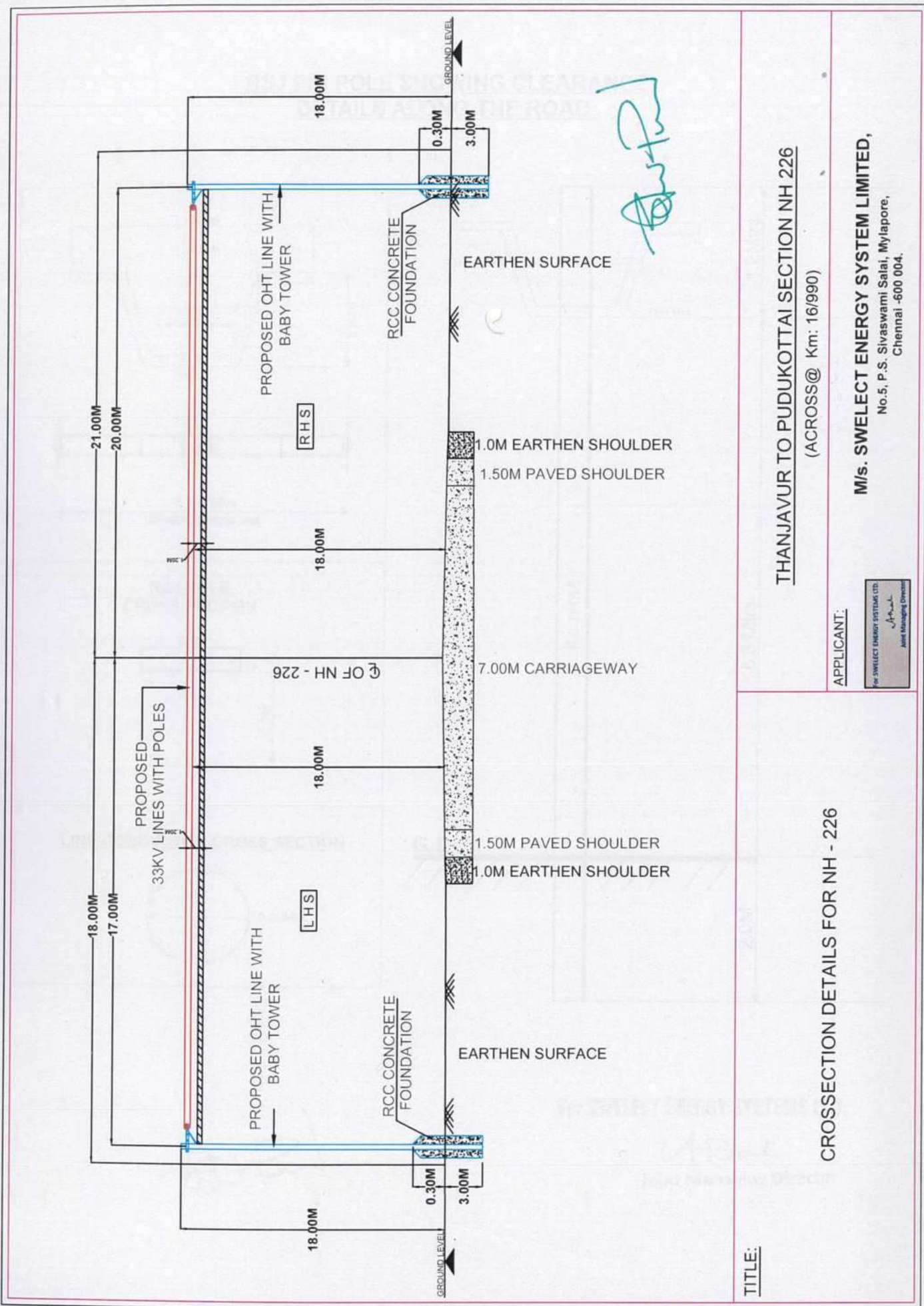
M/s. SWELECT ENERGY SYSTEMS LIMITED,
 No.5, P.S. Sivaswami Salai, Mylapore,
 Chennai -600 004.

CROSSSECTION DETAILS FOR NH - 226

For SWELECT ENERGY SYSTEMS LTD.

Signature

Joint Managing Director



TITLE:

THANJAVUR TO PUDUKOTTAI SECTION NH 226
(ACROSS@ Km: 16/990)

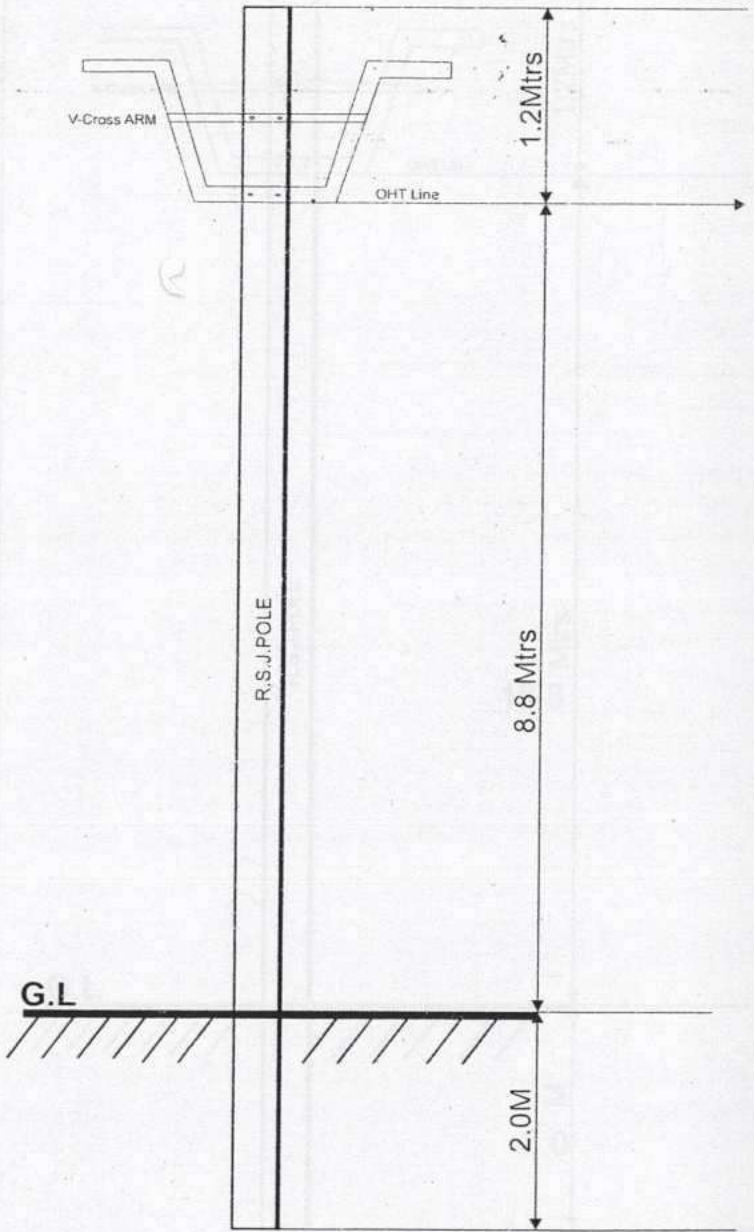
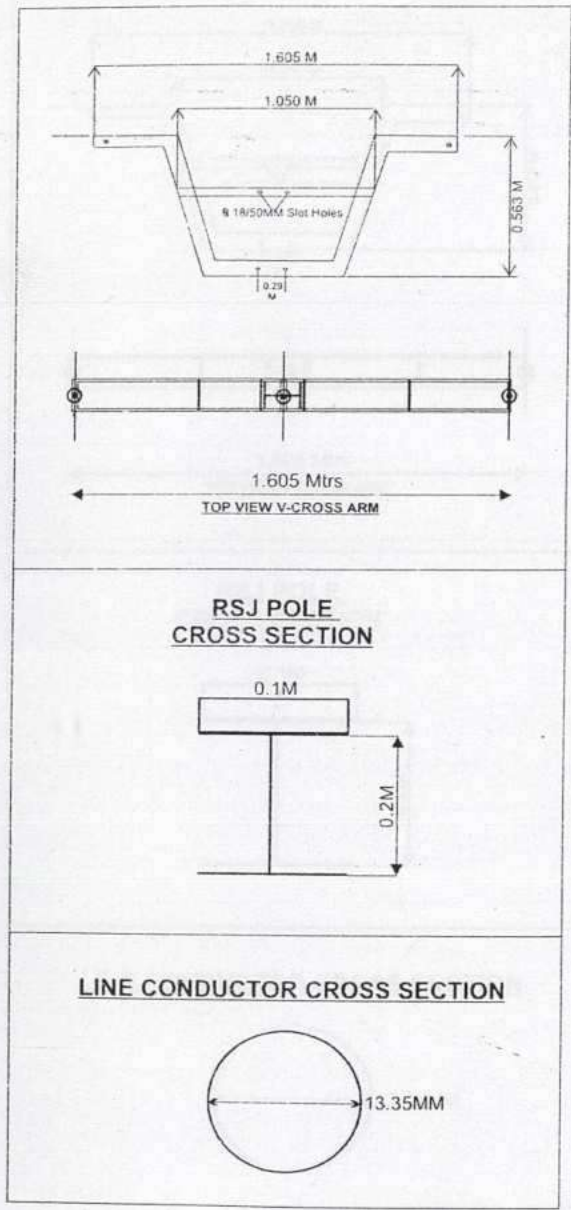
CROSSSECTION DETAILS FOR NH - 226

APPLICANT:



M/s. SWELECT ENERGY SYSTEM LIMITED,
No.5, P.S. Sivaswami Salai, Mylapore,
Chennai -600 004.

RSJ PIN POLE SHOWING CLEARANCE DETAILS ALONG THE ROAD

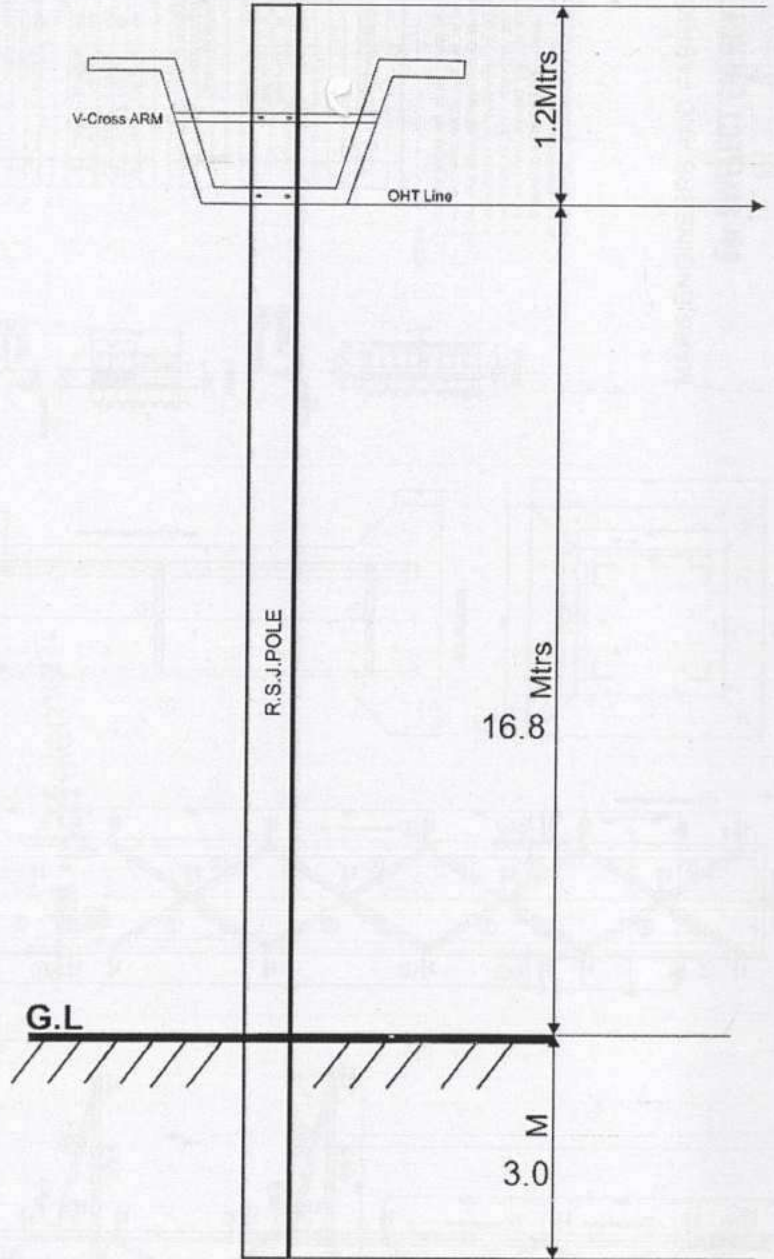
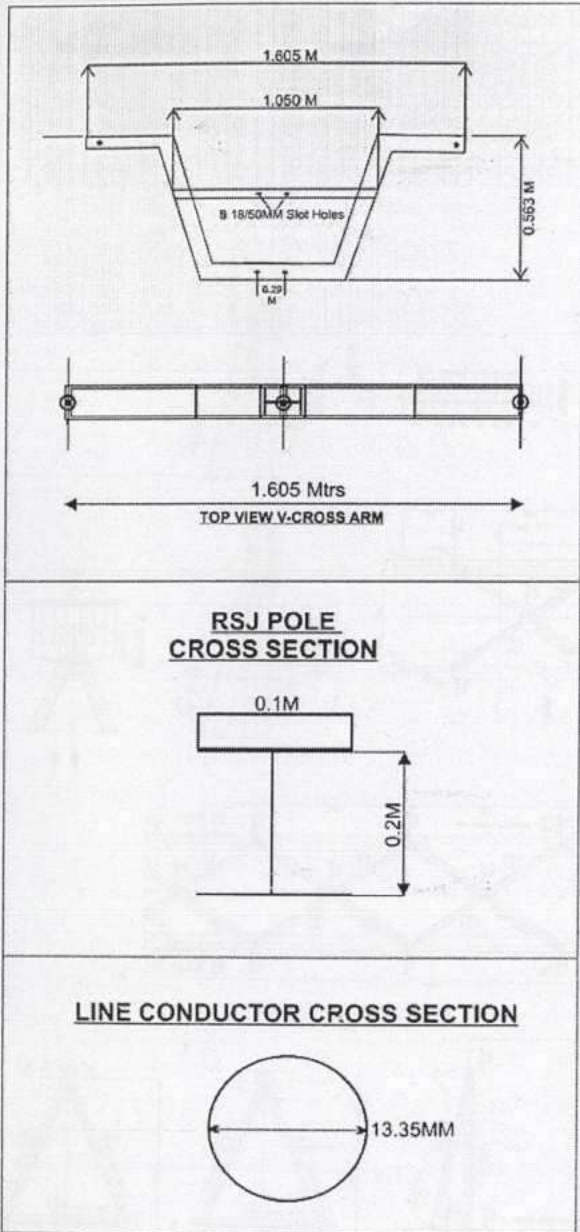


Handwritten signature in blue ink.

For SWELECT ENERGY SYSTEMS LTD.

LABal
Joint Managing Director

RSJ PIN POLE SHOWING CLEARANCE DETAILS Across THE ROAD



As per

For SWELECT ENERGY SYSTEMS LTD.

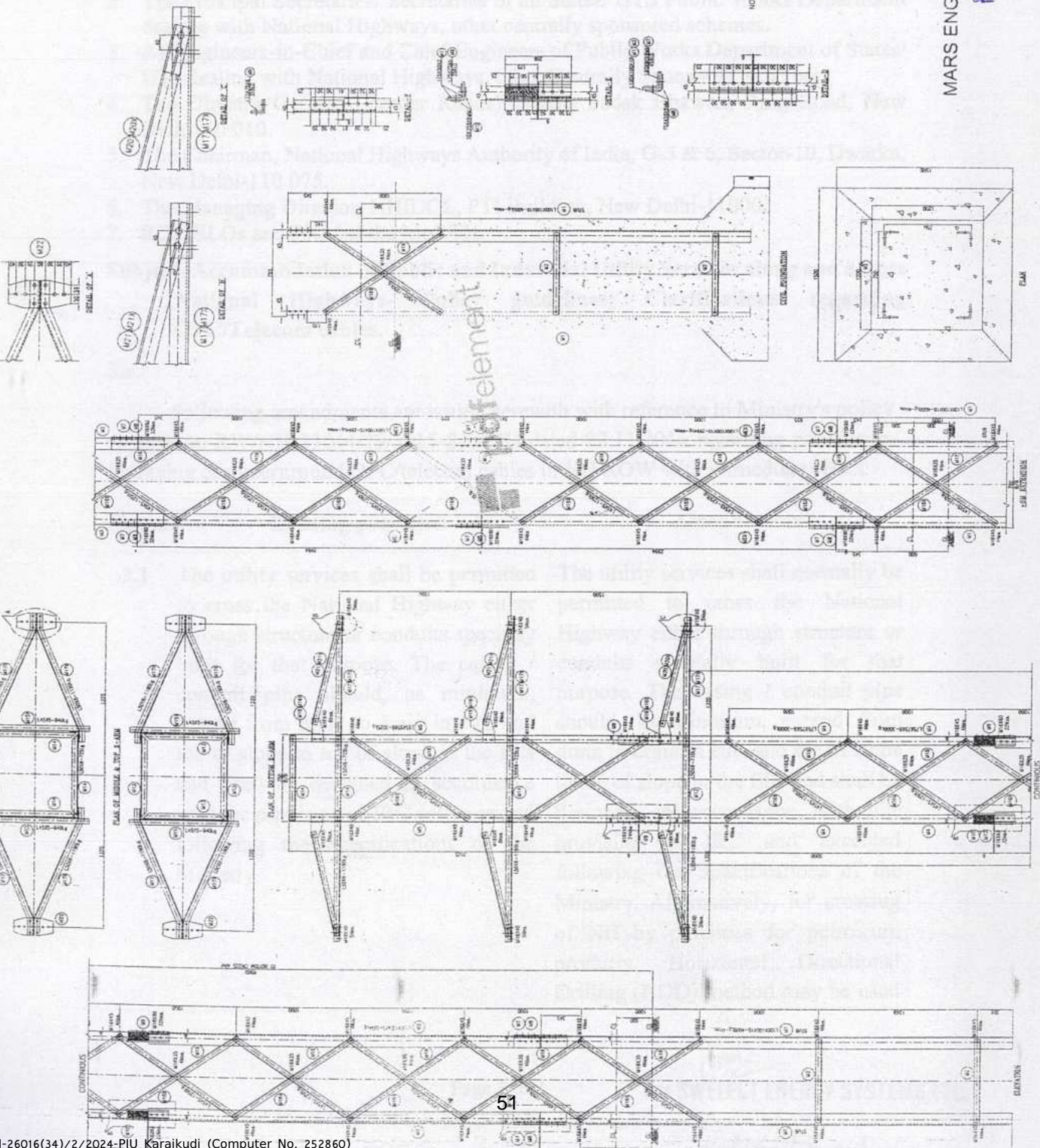
CA Ben
Joint Managing Director

REVISIONS

BILL OF MATERIAL							TOTAL WEIGHT
SAMD PARTING	SECTION	LENGTH	WIDTH	SECWT	HEIGHT PER HOLE IN	QTY	
1	M4	L 1000 (100)	1000	13.0	60.00	6	780.00
2	M6	L 450 (45)	450	3.4	3.00	4	540.00
3	M6	L 450 (45)	450	3.4	3.00	4	540.00
4	M6	L 450 (45)	450	3.4	3.00	4	540.00
5	M6	L 450 (45)	450	3.4	3.00	4	540.00
6	M6	L 450 (45)	450	3.4	3.00	4	540.00
7	M6	L 450 (45)	450	3.4	3.00	4	540.00
8	M6	L 450 (45)	450	3.4	3.00	4	540.00
9	M6	L 450 (45)	450	3.4	3.00	4	540.00
10	M6	L 450 (45)	450	3.4	3.00	4	540.00
11	M6	L 450 (45)	450	3.4	3.00	4	540.00
12	M6	L 450 (45)	450	3.4	3.00	4	540.00
13	M6	L 450 (45)	450	3.4	3.00	4	540.00
14	M6	L 450 (45)	450	3.4	3.00	4	540.00
15	M6	L 450 (45)	450	3.4	3.00	4	540.00
16	M6	L 450 (45)	450	3.4	3.00	4	540.00
17	M6	L 450 (45)	450	3.4	3.00	4	540.00
18	M6	L 450 (45)	450	3.4	3.00	4	540.00
19	M6	L 450 (45)	450	3.4	3.00	4	540.00
20	M6	L 450 (45)	450	3.4	3.00	4	540.00
21	M6	L 450 (45)	450	3.4	3.00	4	540.00
22	M6	L 450 (45)	450	3.4	3.00	4	540.00
23	M6	L 450 (45)	450	3.4	3.00	4	540.00
24	M6	L 450 (45)	450	3.4	3.00	4	540.00
25	M6	L 450 (45)	450	3.4	3.00	4	540.00
26	M6	L 450 (45)	450	3.4	3.00	4	540.00
27	M6	L 450 (45)	450	3.4	3.00	4	540.00
28	M6	L 450 (45)	450	3.4	3.00	4	540.00
29	M6	L 450 (45)	450	3.4	3.00	4	540.00
30	M6	L 450 (45)	450	3.4	3.00	4	540.00
31	M6	L 450 (45)	450	3.4	3.00	4	540.00
32	M6	L 450 (45)	450	3.4	3.00	4	540.00
33	M6	L 450 (45)	450	3.4	3.00	4	540.00
34	M6	L 450 (45)	450	3.4	3.00	4	540.00
35	M6	L 450 (45)	450	3.4	3.00	4	540.00
36	M6	L 450 (45)	450	3.4	3.00	4	540.00
37	M6	L 450 (45)	450	3.4	3.00	4	540.00
38	M6	L 450 (45)	450	3.4	3.00	4	540.00
39	M6	L 450 (45)	450	3.4	3.00	4	540.00
40	M6	L 450 (45)	450	3.4	3.00	4	540.00
41	M6	L 450 (45)	450	3.4	3.00	4	540.00
42	M6	L 450 (45)	450	3.4	3.00	4	540.00
43	M6	L 450 (45)	450	3.4	3.00	4	540.00
44	M6	L 450 (45)	450	3.4	3.00	4	540.00
45	M6	L 450 (45)	450	3.4	3.00	4	540.00
46	M6	L 450 (45)	450	3.4	3.00	4	540.00
47	M6	L 450 (45)	450	3.4	3.00	4	540.00
48	M6	L 450 (45)	450	3.4	3.00	4	540.00
49	M6	L 450 (45)	450	3.4	3.00	4	540.00
50	M6	L 450 (45)	450	3.4	3.00	4	540.00
51	M6	L 450 (45)	450	3.4	3.00	4	540.00
52	M6	L 450 (45)	450	3.4	3.00	4	540.00
53	M6	L 450 (45)	450	3.4	3.00	4	540.00
54	M6	L 450 (45)	450	3.4	3.00	4	540.00
55	M6	L 450 (45)	450	3.4	3.00	4	540.00
56	M6	L 450 (45)	450	3.4	3.00	4	540.00
57	M6	L 450 (45)	450	3.4	3.00	4	540.00
58	M6	L 450 (45)	450	3.4	3.00	4	540.00
59	M6	L 450 (45)	450	3.4	3.00	4	540.00
60	M6	L 450 (45)	450	3.4	3.00	4	540.00
61	M6	L 450 (45)	450	3.4	3.00	4	540.00
62	M6	L 450 (45)	450	3.4	3.00	4	540.00
63	M6	L 450 (45)	450	3.4	3.00	4	540.00
64	M6	L 450 (45)	450	3.4	3.00	4	540.00
65	M6	L 450 (45)	450	3.4	3.00	4	540.00
66	M6	L 450 (45)	450	3.4	3.00	4	540.00
67	M6	L 450 (45)	450	3.4	3.00	4	540.00
68	M6	L 450 (45)	450	3.4	3.00	4	540.00
69	M6	L 450 (45)	450	3.4	3.00	4	540.00
70	M6	L 450 (45)	450	3.4	3.00	4	540.00
71	M6	L 450 (45)	450	3.4	3.00	4	540.00
72	M6	L 450 (45)	450	3.4	3.00	4	540.00
73	M6	L 450 (45)	450	3.4	3.00	4	540.00
74	M6	L 450 (45)	450	3.4	3.00	4	540.00
75	M6	L 450 (45)	450	3.4	3.00	4	540.00
76	M6	L 450 (45)	450	3.4	3.00	4	540.00
77	M6	L 450 (45)	450	3.4	3.00	4	540.00
78	M6	L 450 (45)	450	3.4	3.00	4	540.00
79	M6	L 450 (45)	450	3.4	3.00	4	540.00
80	M6	L 450 (45)	450	3.4	3.00	4	540.00
81	M6	L 450 (45)	450	3.4	3.00	4	540.00
82	M6	L 450 (45)	450	3.4	3.00	4	540.00
83	M6	L 450 (45)	450	3.4	3.00	4	540.00
84	M6	L 450 (45)	450	3.4	3.00	4	540.00
85	M6	L 450 (45)	450	3.4	3.00	4	540.00
86	M6	L 450 (45)	450	3.4	3.00	4	540.00
87	M6	L 450 (45)	450	3.4	3.00	4	540.00
88	M6	L 450 (45)	450	3.4	3.00	4	540.00
89	M6	L 450 (45)	450	3.4	3.00	4	540.00
90	M6	L 450 (45)	450	3.4	3.00	4	540.00
91	M6	L 450 (45)	450	3.4	3.00	4	540.00
92	M6	L 450 (45)	450	3.4	3.00	4	540.00
93	M6	L 450 (45)	450	3.4	3.00	4	540.00
94	M6	L 450 (45)	450	3.4	3.00	4	540.00
95	M6	L 450 (45)	450	3.4	3.00	4	540.00
96	M6	L 450 (45)	450	3.4	3.00	4	540.00
97	M6	L 450 (45)	450	3.4	3.00	4	540.00
98	M6	L 450 (45)	450	3.4	3.00	4	540.00
99	M6	L 450 (45)	450	3.4	3.00	4	540.00
100	M6	L 450 (45)	450	3.4	3.00	4	540.00

NOTES:-

1. ALL DIMENSIONS ARE IN MM UNLESS OTHERWISE SPECIFIED.
2. ALL M/S STEEL BOLTS, NUTS ARE TO BE HOT DIP GALVANIZED TO IS:3588.
3. ALL M/S STEEL SECTIONS SHOULD BE TESTED QUALITY COMPARISON TO IS:2082.
4. GALVANISATION OF TOWER AND FLAT WASHERS AS-PER IS:2082.
5. ALL HOLES ARE 4.75 FOR 45MM BOLTS.
6. 2.5 MM SPRING WASHERS SHALL BE SUPPLIED WITH EVERY BOLT.
7. DRILLING TO BE DONE AFTER BENDING.
8. ALL FABRICATIONS OPERATION SHALL BE DONE AS PER IS:2002 (PART 11).
9. ALL UNLISTED NUMBERS ARE L 45X45X3, BACK TO BACK 23MM.



MARS ENGINEERS AND FABRICATORS
FOR SWELECT ENERGY SYSTEMS LTD.
AR Bad
 Joint Managing Director

Government of India
Ministry of Road Transport and Highways
(Highway Administration Cell)

Transport Bhavan, 1, Parliament Street, New Delhi — 110 001

No. NH-36094/01/2022-S&R(P&B)

Dated: 17th April, 2023

To

1. The Chief Secretaries of all the State Governments/UTs
2. The Principal Secretaries/ Secretaries of all States/ UTS Public Works Department dealing with National Highways, other centrally sponsored schemes.
3. All Engineers-in-Chief and Chief Engineers of Public Works Department of States/ UTs dealing with National Highways, other Centrally Sponsored Schemes.
4. The Director General (Border Roads), Seema Sadak Bhawan, Ring Road, New 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
7. ROs, ELOs and PIUs of the MoRTH.

Subject- Accommodation of Public and Industrial Utility Services along and across National Highways- Policy guidelines; Clarifications regarding OFC/Telecom cables.

Sir,

Following amendments are issued herewith with reference to Ministry's policy circular no RW/NH-33044/29/2015-S&R(R) dated 22.11.2016 regarding permission for laying of underground OFC/telecom cables in NH ROW with immediate effect:

Clause	Existing provision	Amendments
3.1	The utility services shall be permitted to cross the National Highway either through structure or conduits specially built for that purpose. The casing / conduit pipe should, as minimum, extend from drain to drain in cuts and toe of slope to toe of slope in the fills and shall be designed in accordance with the provision of IRC and executed following the Specifications of the Ministry.	The utility services shall normally be permitted to cross the National Highway either through structure or conduits specially built for that purpose. The casing / conduit pipe should, as minimum, extend from drain to drain in cuts and toe of slope to toe of slope in the fills and shall be designed in accordance with the provision of IRC and executed following the Specifications of the Ministry. Alternatively, for crossing of NH by pipelines for petroleum products, Horizontal Directional Drilling (HDD) method may be used

Arjun
Joint Managing Director

		without casing/ conduit pipe following the safety precautions and Codes as given in Annexure II.
5.	<p>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.</p> <p>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.</p>	<p>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.</p>
5.1	<p>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).</p> <p>License Fees (Rs/sq m/ month) = (Utilized NH land area X Prevailing Circle Rate of land per unit area) / (10 X 12) where,</p> <p>Utilized NH land area = Outer diameter/width of the concerned utility line X length</p>	<p>License Fee for Industrial Utilities shall be equal to utilized NH land area X Prevailing Circle Rate of land per unit area X 10% per annum.</p> <p>Utilized NH land area shall include projection of utility on ground including area of support system / tower.</p> <p>License fee for total term of license (up to maximum of 5 years) shall be deposited in advance.</p>
5.2	<p>The following methodology shall be followed for license fees/lease rental determination for utility services such as towers/repeaters junction boxes etc.</p> <p>License Fees (Rs/sq m/ month) = (Utilized NH land area X Prevailing Circle Rate of land per unit area) / (10 X 12) where,</p>	<p>License Fee for public utility shall be equal to utilized NH land area X Prevailing Circle Rate of land per unit area X 1.5% per annum, subject to minimum of Rs. 10,000/-, with 6% annual increment.</p> <p>Utilized NH land area shall include area of support system / tower but not include projection of utility on ground.</p>

<p>Utilized NH land area = Projection of utility on the ground including area of support system/tower.</p> <p>However, for public utilities, area below the support system/tower shall only be charged.</p>	<p>There shall be no license fee for OFC cables crossing the NH through HDD method.</p> <p>License fee for total term of license (up to maximum of 5 years) shall be deposited in advance.</p>
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2. This issues with the approval of competent authority.

Yours faithfully

(Signature)
 (Rakesh Prakash Singh) 17/4/23
 Superintending Engineer (HA)

Copy to:

1. AS/ JS/CEs in MoRTH
2. Director, IAHE
3. The Secretary General, Indian Roads Congress
4. Technical circular file of S&R(P&B) Section and Road Safety Engineering Cell
5. NIC-for uploading on Ministry's website under "What's new"

Copy for information to:

1. PS to Hon'ble Minister (RT&H)/ PS to Hon'ble MOS (RT&H)
2. Sr. PPS to Secretary (RT&H)/ Sr. PPS to AS(H)/ Sr. PPS to AS&FA
3. Sr. PPS to DG (RD) & SS/ Sr. PPS / PPS /PS to ADG-I/II/III/IV

(Signature)
 (Rakesh Prakash Singh) 17/4/23
 Superintending Engineer (HA)

For SWELECT ENERGY SYSTEMS LTD.

(Signature)
 Joint Managing Director

Annexure II**A. Codes/ publications for guidance on design of Horizontal Directional Drilling crossing for Petroleum Pipelines**

- a) Oil Industry Safety Directorate Code: IOSD Code-141.
- b) American Gas Association PR-227-9424 "Installation of Pipelines by Horizontal Directional Drilling an Engineering Design Guide".
- c) American Society of Civil Engineering Practice No.89 - "Pipeline Crossings Handbook".
- d) Directional Crossing Contractors Association publications "Guidelines for a Successful Directional Crossing Bid Package", "Directional Crossing Survey Standards" and "Guidelines for Successful Mid-Sized Directional Drilling Projects."

B. Safety precautions and plan to be submitted along with the proposal for HDD crossings:

- a) Before taking up the HDD work, area to be scanned by suitable methods like GPR to locate all underground utilities. Accordingly, crossing plan and profile drawings to be developed showing all pipelines, utilities, cables and structures that cross the drill path, are parallel to and within 30m of the drill path and that are within 30m of the drilling operation, including mud pits and bore pits.
- b) Damage prevention plan to reduce or avoid the likelihood of damage to adjacent underground facilities, including pipelines, utilities, cables and other subsurface structures considering the accuracy of the method in locating existing structures and in tracking the position of the pilot string during drilling. Consideration should be given to having an auxiliary location system to include manual excavation to ensure that the drilling bit or reamer is following the projected path and does not encroach upon crossing or parallel lines. The damage prevention plan should include provision for sending notification to all affected parties.
- c) Safety plan to include contingency plans in the event the drilling string impacts subsurface facilities and identify facilities and resources to be utilized in the event of an emergency or any personnel injuries. The safety plan shall be reviewed on site with all construction personnel prior to the commencement of drilling operations.
- d) Plan for containment and disposal of drilling fluids, if used.
- e) Hydrostatic test plan that should consider pretesting of the fabricating string(s) prior to installing the crossing.
- f) Testing plan be agreed upon the measures like Cathodic protection, periodic inspection be outlined and Supplementary extra thickness of pipe be ensured to compensate for corrosion.
- g) Pipeline laying agencies to submit annual certificates of inspection after laying.



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.

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 meters 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

Handwritten signature

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

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)

For SWELECT ENERGY SYSTEMS LTD,

UABOL
Joint Managing Director

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.

For SWELECT ENERGY SYSTEMS LTD,

CARSON

Joint Managing Director