

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

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



# NHAI/15018/4.6/02/2025/RO Madurai/E-285702/ //03

3<sup>vd</sup> July,2025

## INVITATION OF PUBLIC COMMENTS

विषय: भाराराप्रा - क्षे.का. मदुरै- पकाई, त्रिची - Requesting for laying of water pipe line along the road from Km 200/800 to Km 201/950 (LHS) & across the road @ Km 201/950 (60 m) by HDD method in Trichy - Karur section of NH 67 (New NH 81) by Executive Officer, Uppidamangalam Town Panchayat, Karur - Invitation of Public Comments - Reg.

प्रसंग: PD, Trichy Lr. No. NHAI/PD/TRY/Utility/TWAD/NH 81/2025/1186 dated 19.06.2025. (received on 25.06.2025)

The Proposal is regarding permission for laying of water pipe line along the road from Km 200/800 to Km 201/950 (LHS) & across the road @ Km 201/950 (60 m) by HDD method in Trichy - Karur section of NH 67 (New NH 81) by Executive Officer, Uppidamangalam Town Panchayat, Karur has been submitted to this office by the PD,Trichy Lr. No. NHAI/PD/TRY/Utility/TWAD/NH 81/2025/1186 dated 19.06.2025 in accordance with Ministry's latest guidelines dated 22.11.2016.

2) The alignment proposed by Executive Officer, Uppidamangalam Town Panchayat, Karur for laying of water pipe line along the road from Km 200/800 to Km 201/950 (LHS) & across the road @ Km 201/950 (60 m) by HDD method in Trichy - Karur section of NH 67 (New NH 81) is as detailed under:

Stretch in Km	Length (m)	Dia of pipe(m)	Available ROW (m)	Remarks
Along NH- 67: Km 200/800 to Km 201/950 (LHS)	1150	0.2		Laying of pipe line along the extreme edge of ROW at a distance of 0.4m from ROW edge.
Across NH - 67: Km 201/950	60	0.4	60	Laying of pipe line across by HDD Method at minimum depth of 1.85 m from top of the subgrade.

Page 1 of 2

### NHAI/15018/4.6/02/2025/RO Madurai/E-285702/ //03

# 3rd July, 2025

3) The Right of Way is 60 m in the aforesaid stretch. Executive Officer, Uppidamangalam Town Panchayat, Karur has proposed for laying of water pipe line along the road from Km 200/800 to Km 201/950 (LHS) & across the road @ Km 201/950 (60 m) by HDD method in Trichy - Karur section of NH 67 (New NH 81) in the State of Tamil Nadu which is in conformity with Ministry's guidelines dated 22.11.2016.

4) Executive Officer, Uppidamangalam Town Panchayat, Karur has furnished an Undertaking to the effect that the applicant will move the laid water pipeline in future if required by NHAI at any time for expansion of the NH at their own cost without claiming any compensation from NHAI. Further, mentioned that Executive Officer, Uppidamangalam Town Panchayat, Karur will also undertake that laying of water pipeline will not have deleterious effects on any of the bridge components and roadway safety for traffic.

5) As per the guidelines issued by the Ministry vide letter No.RW/NH-33044/29/2015/ S&R(R) dated 22.11.2016 the proposal submitted by the applicant will be made available for public comments and the comments is invited within 30 days from the day of uploading.

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

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

भवदीय

(आर. मुरुगप्रकाश | R .Murugaprakash) उप महाप्रबंधक (तक)|Dy.General Manager (Tech) क्षे.का. मदुरै |RO-Madurai

संलग्नः As above

प्रतिलिपिः

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

2. The PD, Trichy- for information.

# List of Correspondences

Receipt No. / Issue No.	Subject	Туре	Marked As	Attached On	lssued On	Pages	Remarks
1306476/2025/PIU -TRICHY	NHAI, PIU, TRICHY - Trichy - Karur section of NH 67 (New NH 81) - Requesting for laying of water pipe line along the road from Km 200/800 to Km 201/950 (LHS) & across the road @ km.201/950 (60 m) by HDD method - In Principle approval requested - Reg.	Receipt		21/06/2025 01:17 pm		1-86	9

File No. TNDIV-20022/53/2025-PIU Trichy (Computer No. 285702)



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण (सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार) National Highways Authority of India (Ministry of Road Transport & Highways, Government of India) परियोजना कार्यान्वयन इकाई - तिरुच्ची / Project Implementation Unit - Trichy नं : 39, III - क्रॉस स्ट्रीट, कल्याण सुंदरम नगर, करुमंडपम, तिरुचिरापल्ली - 620 001 No. 39, III - Cross Street, Kalyana Sundaram Nagar, Karumandapam, Tiruchirapalli - 620 001 हूर/Tele: +91-431 2482959 वेब/Web: www.nhai.org ई-मेल/E-mail: tri@nhai.org, trichynhai@gmail.com



#### NHAI/PD/TRY/Utility/TWAD/NH 81/2025/1186

June 19, 2025

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

- Sub: NHAI, PIU, TRICHY Trichy Karur section of NH 67 (New NH 81) -Requesting for laying of water pipe line along the road from Km 200/800 to Km 201/950 (LHS) & across the road @ km.201/950 (60 m) by HDD method In Principle approval requested Reg.
- Ref: 1. Executive Officer, Uppidamangalam Town Panchayat, Karur, Lr No. 2504/F.WSIS TO Uppidamangalam TP/ 2025/ Dated 25.04.2025 (Received on 03.05.2025)
  - 2. TO. Lr. No. NHAI/PD/TRY/T-K/TWAD/2025/913 dt.05.05.2025
  - 3. TL, M/s. Upham, Lr No. SAQ/TK/NH-81/NHAI/2025/907 Dt.27.05.2025

Sir.

То

The Executive Officer, Uppidamangalam Town Panchayat, Karur vide reference  $1^{st}$  cited, has requested permission for laying of water pipe line along the road from Km 200/800 to Km 201/950 (LHS) & across the road @ km.201/950 (60 m) by HDD method respectively.

2. The Team Leader, M/s. UPHAM, Trichy has submitted report vide letter dt.27.05.2025 after inspection at site and recommended the proposal for laying of pipeline duly following the methods as per drawings.

- i. Total proposed length of pipe laying is 1.150 km, 200mm DI Pipe along road by open trench method.
- ii. Proposed one location crossing at Km.201+950, 400mm MS Pipe from LHS to RHS by HDD method.
- iii. The proposal of laying pipe line is by open trench method, hence Avenue plants will not affect as assured by Executive Officer vide ref: 02 cited above.
- iv. While execution of work existing OFC Cables (BSNL & Defence) and other existing underground utilities will be protected as assured by the Executive Officer Vide ref: 02 cited above.
- v. While execution proper safety arrangements shall made without affecting safety of road users.
- vi. If any damages made by the execution agency same shall be restored by their own cost.
- vii. If any plants affected it shall be replaced by 1:10 as per High Court Orders and the same shall be restored by their own cost.

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3. In view of the recommendation of Team Leader, the following observations are made by PIU - Trichy.

- i. The works shall be carried out strictly as per the drawing submitted by applicant.
- All the existing utilities are to be verified by applicant before commencement of the work and ensure that no damage is caused to the existing utilities. Damages if any caused it has to be rectified by the applicant at their risk and cost.
- iii. The applicant has to ensure that avenue plantations, rain water harvesting system and boundary stones, existing paver blocks are not disturbed at the time of execution work. Damages if any caused it shall be got rectified by the applicant at their risk and cost.
- v. Performance BG towards restoration charges for Rs. 402500/- as per Ministry circular shall be furnished by the applicant and the confirmation of BG shall also be obtained from the respective branch as per NHAI guidelines. In case of improper restoration after laying, BG shall be forfeited.
- vi. The applicant shall pay Rs. 56371/- towards one time license fee for 5 years through Bharatkosh portal and furnish the receipt.

4. The license fee has been calculated in line with the MoRT&H policy guidelines dt.22.11.2016 and based on the highest prevailing guideline rate of the Renganathapuram village as detailed below:

0	tilized NH land area	x Prevailing	g circle rat	e or land p	er unit / are	a) X 1.5%	per ann	um	
S.	Village	Chaina	age	Side	Length (L)	Dia of	Utilize	Prevailing	License
no		From	to		(in mt)	the pipe (D) (m)	d NH land area (sq.m)	circle rate of land per unit area (Sq.m) (Rs.)	fee pe month (private utility (Rs.)
1	Renganathapuram	200.800	201.950	LHS	1150	0.20	230	4845	3064.46
'	- · ·	200.000	201.750		1150	0.20	230	1015	5001.10
2	Renganathapuram	201.950		Crossing	60	0.40	24	4845	319.77
	Total				1240		236		3384

License Fee for 1 <sup>st</sup> year		10000
Add: 6% per annum for 2 year	600.0	10600
Add: 6% per annum for 3 year	636.0	11236
Add: 6% per annum for 4 year	674.2	11910
Add: 6% per annum for 5 year	714.6	12625
Minimum License Fee for Public Utility for 5 years		56371

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5. The amount of performance BG has been calculated in line with the MoRT&H policy guidelines dt.22.11.2016 as detailed below:

>1000mm dia = Rs.250/-

Total area of land to be utilized road from Km 200/800 to Km 201/950 across the road @ km.201/950 (60 m)		1210 m
Rate of performance BG	÷	Rs.250/-
Amount (1210*250)		Rs.3,02,500/-
Crossing at km.201/950	2	Rs.1,00,000/-
Total	-	Rs.4,02,500/-

In view of the above, the proposal submitted by The Executive Officer, Uppidamangalam Town Panchayat, Karur vide reference 1<sup>st</sup> cited, has requested permission for laying of water pipe line along the road from Km 200/800 to Km 201/950 (LHS) & across the road @ km.201/950 (60 m) by HDD method respectively as detailed above may be considered for approval.

Encl: Proposal (2 Original + 1 copy)

Yours faithfully

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(A.N. Praveen Kumar) DGM (T) & Project Director

A-N'ILaves

MADURAI) - MR, DEPUTY GENERAL MANAGER RO MADURAI, RO Madurai or

Copy to:

1. Executive Officer, Uppidamangalam Town Panchayat, Karur, for information.

2. Team Leader, M/s. Upham, Trichy for information.

3. Project Manager, M/s. TKTRPL, for information.

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#### CERTIFICATE

Certified that, the proposed laying of water pipe line is confirming of all standard condition issued vide Ministry Circular No. RW/NH-33044/29/2015/S&R (R) dt.22.11.2016

Certified that, any other location of the water pipe line would be extremely difficult and unreasonable costly and the installation of water pipe line within ROW will not adversely affect the design, stability & traffic safety of the Highway nor the likely future improvement such as widening of the carriageway, easing of curve etc., There is no proposal pending for 6 laning.

A.N. Parce Krigon

(A.N. Praveen Kumar) DGM (T) & Project Director

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#### CERTIFICATE

Certified that, necessary entries have been made in the Register of permissions accorded for laying of water pipe line along the road from Km 200/800 to Km 201/950 (LHS) & across the road @ km.201/950 (60 m) by HDD method in Page no.61 in S. no.1

AN. Praveen Kumar)

DGM (T) & Project Director

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durai ((DGM RO MADURAI) - MR, DEPUTY GENERAL MANAGER RO MADURAI, RO I

on 03/07/2025 12:02 pm



# LICENSE FEES FOR PUBLIC UTILITY Utilized NH Land area X Prevailing Circle Rate of Land per Unit area X 1.5% per annum

SL. NO	NAME OF VILLAGE	NAME OF VILLAGE CHAINA	CHAINAGE IN KM		LENGTH (L) (in mt)	DIA OF THE PIPE (D) (m)	UTILIZED NH LAND AREA (D x L) (sq.m)	PREVAILING CRICLE RATE OF LAND PER UNIT AREA (sq.m) (Rs)	LICENSE FEE (PRIVATE UTILITY) (Rs)
		FROM TO							
1	Renganathapuram	200.800	201.950	LHS	1150	0.20	230	4845	3064.46
2	Renganathapuram	201.950	:#):	Crossing	60	0.40	24	4845	319.77
3	TOTAL VAI	LUE			1240		236		3384
	Minimum License F	ee			10000				
	Add: 6% per	annum for	2 year	600.0	10600				
	Add: 6% per	annum for	3 year	636.0	11236				
	Add: 6% per annum for 4 year Add: 6% per annum for 5 year		674.2	11910					
			714.6	12625					
	Minimum License F	ee for Publi	c Utility for 5	years	56371	/-			

A.N. Marcie Fr DGM (T) & PROJECT DIRECTOR NATIONAL HIGHWAYS AUTHORITY OF INDIA

PIU-TRICHY - 620 001.

File No. TNDIV-20022/53/2025-PIU Trichy (Computer No. 285702)

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From,

EXECUTIVE OFFICER, Uppidamangalam Town Panchayat , Karur To The Project Director NHAI Trichy - PIU

To,

The Project Director, NHAI -PIU, Trichy.

Lr no.2504/F.WSIS To Uppidamangalam TP/ 2025/Dated:25.04.2025

Sir,

Sub: Town Panchayat – Water Supply Improvement Scheme to Uppidamangalam Town Panchayat in Karur District for laying of Water Pipeline in NH-81(Trichy–Karur Section) Along the road LHS @ Km 200/800 to Km 201/950 & Across the road @ Km 201/950 (60 m) by HDD method – proposal submitted – approval requested–reg.

I submit here with the proposal for installation of Water Pipe Line to The Water Supply Improvement Scheme to Uppidamangalam Town Panchayat in Karur District for laying of Water Pipeline in NH-81(Trichy–Karur Section) Along the road LHS @ Km 200/800 to Km 201/950 & Across the road @ Km 201/950 (60 m) by HDD method.



In this connection it is proposed to install the Water Pipe across the road, detailed drawing, and checklist, Agreement& Undertaking are enclosed herewith.

I request that necessary permission may please be issued, so as to enable to install the Water Pipe line along and across the road NH – 81 and the restoration charges may be intimated to the above Mentioned address for making payment.

EXECUTIVE OF

Uppidamangalam Town Panchayat, Karur



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण (सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार) National Highways Authority of India (Ministry of Road Transport & Highways, Government of India) परियोजना कार्यान्वयन इकाई - तिरुच्ची / Project Implementation Unit - Trichy न : 39, III - क्रॉस स्ट्रीट, कल्याण सुंदरम नगर, करुमंडपम, तिरुचिरापल्ली - 620 001 No. 39, III - Cross Street, Kalyana Sundaram Nagar, Karumandapam, Tiruchirapalli - 620 001 परियोण्ट्रा +91-431 2482959 वेब /Web: www.nhai.org ई-मेल/E-mail: tri@nhai.org, trichynhai@gmail.com NHAI/PD/TRY/Utility/TWAD/NH 81/2025/913



May 05, 2025

The Team Leader, Ms. Upham International Corporation, (NH67) Quest Engineers & Consultants Pvt. Ltd., NH-67 (Trichy - Karur Road), Door No.1, Periyar Nagar, Thiruvanaikovil, Trichy - 620 005.

- Sub: NHAI, PIU, TRICHY Trichy Karur section of NH 67 (New NH 81) -Requesting for laying of water pipe line along the road from Km 200/800 to Km 201/950 (LHS) & across the road @ km.201/950 (60 m) by HDD method Report sought for Reg.
- Ref: 1. Executive Officer, Uppidamangalam Town Panchayat, Karur, Lr No. 2504/F.WSIS TO Uppidamangalam TP/ 2025/ Dated 25.04.2025 (Received on 03.05.2025)
  - 2. NHAI Hqrs., policy circular no. 14.24/2023 dt.13.07.2023

Sir,

То

Please find enclosed herewith a copy of the proposal from Executive Officer, Uppidamangalam Town Panchayat - for laying of water pipe line along the road from Km 200/800 to Km 201/950 (LHS) & across the road @ km.201/950 (60 m) by HDD method in the Trichy - Karur section of NH-81 for inspection of site as per MoRTH guidelines dt.22.<sup>9</sup>1.2016 and submission of recommendations.

2. If the proposal is found to be in order, then submit the checklist and drawings duly signed and sealed along with the calculation sheet for amount to be collected from the agency as license fee.

3. Further as per NHAI circular vide cited ref.2<sup>nd</sup> above, you are hereby instructed strictly to adhere with the time limits and other conditions as stipulated in the circular.

Encl: Proposal- 4 No's

Yours faithfully,

(A.N. Praveen Kumar) DGM (T) & Project Director

Copy to:

FM, M/s. TKTRPL, for information of necessary action and report.

Executive Officer, Uppidamangalam Town Panchayat, Karur, for information.

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Corporate Office : G-5 & 6, Sector-10, Dwarka, New Delhi - 110 075. Tel : 011-2507 4100 / 2507 4200 Website : www.nhai.gov.in

File NoRegionar Office 5328028 300 Floigh 1/160 Philippe Maza 31099.) Lake Area, Melur Main Road, Mattuthavani, Madurai - 625 107. Ph: +91 452-2588999 E-mail: romadurai@nhai.org Generated from eOffice by MURUGAPRAKASH RAMALINGAM, RO Madurai ((DGM RO MADURAI) - MR, DEPUTY GENERAL MANAGER RO MADURAI, RO Madurai on 03/07/2025 12:02 pm



# UPHAM INTERNATIONAL CORPORATION JV WITH SA INFRASTRUCTURE CONSULTS PVT. LTD. In Association With QUEST ENGINEERS & CONSULTANTS PVT. LTD.



# NH-67, Trichy - Karur, Door No:1, Periyar Nagar, Tiruvanaikoil, Trichy - 620 005. Ph: 0431 4973678 E-mail : uphamquestnh67tk@gmail.com

# Ref: SAQ/TK/NH-67/NHAI/2025/907

# Date:27.05.2025

The Deputy General Manager (Tech) & Project Director, National Highways Authority of India, Project Implementation Unit, Door No.39, 3rd Cross Street, Kalyana Sundaram Nagar, Karumandapam, Trichy- 620 001



# Dear Sir,

To

Subject: Independent Engineer (IE) Service for Operation & Maintenance period of 2/4 laning of Trichy to Karur Section of NH-67 from Kth.135/800 to Km.218/028 (including Lalapet ROB 2.28 Km) under NHDP Phase-III on BOT(Toll basis in the State of Tamil Nadu –Requesting for laying water pipe line along the road from km.200+800 to km.201+950 LHS and across the road @ km.201+950(60m) by HDD method – Report sought for - Submission - Reg

## Ref: 1. NHAI/PD/TR/Utility/TWAD/NH 81/2025/913 Dated 05.05.2025

2. E.O. Uppidamangalam Town Panchayat, Karur, Lr.no.2504/F.WSIS to Uppidamangalam TP/2025/ Dated 25.04.2025

With reference to the letter cited above regarding requesting for laying water pipe line along the road from km.200+800 to km.201+950 LHS and across the road @ km.201+950(60m) by HDD method. In this regard the site has been inspected and verified the proposal and our observations are as follow:

- 1. Total proposed length of pipe laying is 1.150 km, 200mm DI Pipe along the road by open trench method.
- 2. Proposed one location crossing at km.201+950, 400mm MS Pipe from LHS to RHS by HDD method.
- 3. The proposal of laying pipe line is by open trench method, hence Avenue plants will not affect as assured by Executive Officer vide ref: 02 cited above.

UIC Head Office 1101B, 11th Floor, Tower A-II, Ansal Corporate Park, Plot No:7A/1, Sector-142, Noida - 201 301. UP. India. Tele : +91-120 6148098 QECPL Head Office : 51-C, Dayanand Marg, Allahabad, UP, India. Tel. : 0532 2421941 E-mail : quest\_international@rediffmail.com



# UPHAM INTERNATIONAL CORPORATION Jv with SA INFRASTRUCTURE CONSULTANTS PVT.LTD. In Association With QUEST ENGINEERS AND CONSULTANTS PVT.LTD

- 4. While execution of work existing OFC cables (BSNL & Defense) and other existing underground utilities will be protected as assured by the Executive Officer vide ref: 02 cited above.
- 5. While execution proper safety arrangements shall be made without affecting safety of road users.
- 6. If any damages made by execution agency same shall be restored by their own cost.
- 7. If any plants affected it shall be replaced by 1:10 as per High Court Orders and the same shall be restored by their own cost

In view of the above proposal may be considered based on NHAI Guidelines...

This is for your kind information.

Thanking you,



(V.Manimarań) Team Leader cum Senior Highway Engineer

Copy to: The Project Manager, TKTRPL, Manavasi

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#### WATER PIPE LINE ROUTE DIAGRAM

#### **SECTION**

Town Panchayat – Water Supply Improvement Scheme to Uppidamangalam Town Panchayat in Karur District for laying of Water Pipeline in NH-81(Trichy–Karur Section) Along the road LHS @ Km 200/800 to Km 201/950 & Across the road @ Km 201/950 by HDD method

Along – Length – 1150 meters

Across – length - 60 meters

Total – Length -1210 meters

#### **APPLICANT:**

EXECUTIVE OFFICER, Uppidamangalam Town Panchayat, Karur-14

> The Project Director National Highway Authority Of India Trichy.

File No. TNDIV-20022/53/2025-PIU Trichy (Computer No. 285702)

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#### CHECK-LIST

Guidelines for Project Directors for processing the proposal for Water Pipe Line for Water Supply Improvement Scheme to Uppidamangalam Town Panchayat in Karur District Along & Across National Highways vested with NHAI.

- <u>Relevant circulars</u>
- 1) Ministry Circular No.RW/NH-33044/29/2015-S&R(R) dated 22.11.2016

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

S.No.	Item	Information/Status	Remarks
1	General Information		
1.1	Name and Address of the Applicant / Agency	EXECUTIVE OFFICER, UPPIDAMANGALAM TOWN PANCHAYAT, KARUR DISTRICT	
1.2	National Highway Number	NH -81	
1.3	State	Tamil Nadu	
1.4	Location	Trichy–Karur Section	
1.5	(Chainage in km)	Along the road LHS @ Km 200/800 to Km 201/950& Across the road @ Km 201/950 (60 m)	
1.6	Length in Meters	60 meters	
1.7	Width of available ROW		
	(a)Left side from center line towards increasing chainage / km direction	30.00meters	
	(b)Right side from center line towards increasing chainage /km direction	30.00meters	
1.8	Proposal to lay underground Water pipe line.	50.001164615	
	(a)Left side from center line towards increasing chainage /km direction	30.00meters	
	(b)Right side from center line towards increasing chainage /km direction	30.00 meters	
1.9	Proposal to acquire land (a) Left side from center line (b) Right side from center line	NA	

× EXECUTIVE OFFICER,

Uppidamangalam Town Panchayat, Karur



A-N' PLOVE E

DGM (T) & PROJECT DIRECTOR NATIONAL HIGHWAYS AUTHORITY OF INDIA PIU-TRICHY - 620 001.

File No, TNDIV-20022/53/2025-PIU Trichy (Computer No. 285702)

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1.10	Whether proposal is in the same side Where land is not to be acquired	The water pipe shall be laid
	If not then where to lay the Pipe	at the extreme end of ROW
1.11		
	along the proposed route	Nil
1.12	Number of lanes(2/4/6/8lanes) existing	2 lane with Paved Shoulder
	Proposed Number of lanes(2 lane with Paved shoulders/4/6/8 lanes)	2 lane with Paved Shoulder
1.14	Service road existing or not	No
	If yes then which side	
	(a)Left side from center line	Shown in the diagram
	(b)Right side from centerline	-
1.15	Proposed Service road	•
	(a)Left side from center line	-
_	(b)Right side from center line	-
	Whether proposal to lay Water Pipe line is after the service road or between the service road and main carriage way	Extreme Edge of ROW
1.17	The permission for laying of Water Pipe line shall be considered for approval/rejection based on the Ministry Circulars mentioned as above.	Considered for approval based on the Ministries circular
	(a) Carrying of sewage/gas pipe line son highway bridges shall not be permitted as Fumes/gases pipes can accelerate the process of corrosion or may cause explosions, thus, being much more injurious than leakage of water.	-
	(b) Carrying of sewage/gas pipe line son highway bridges shall not be permitted as Fumes/gases pipes can accelerate the process of corrosion or may cause explosions, thus, being much more injurious than leakage of water.	

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	<ul> <li>(c) Carrying of water pipe lines on bridges shall also be discouraged. However, if the water supply authorities seem to have no other viable alternative and approach the highway authority welling time before the design of the bridge is finalized, they may be permitted to carry the pipe line on independent super structure, supported on extended portions of piers and abutments in such a manner that in the final arrangement enough free spade around the super structure of the bridge remains available for inspection and repairs, etc</li> <li>(d) Cost of required extension of the sub structure as well as that of the Supporting super structure shall be borne by the agency-in-charge of the utilities. of the Ministry's Project Chief Engineers only.</li> </ul>	Yes	
	(d)Services are not being allowed discriminately on the parapet/any part of the bridges, Safety of the bridges has to be kept in view while permitting various services along bridge. Approvals are to be accorded in this regard with the concurrence of the Ministry's Project Chief Engineers only.		
1.1 8	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	Yes	
	(a)Existing drainage structures shall not be Allowed to carry the lines.	Yes	
	(b)Is it on a line normal to NH	Yes	
	(c)Crossings shall not be to on earth existing structures on the National Highway, the minimum distance being 15meter.What is the distance from the existing structures	Yes	

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2.1	Proposal Cross section showing the size of trench	Yes
2	Document/Drawings enclosed with the	
	with an even bearing throughout its length and in such a manner as to prevent the formation of a waterway along it.	
	<ul> <li>(h)Crossing shall be by boring method</li> <li>(HDD) specially where the existing road pavement is of cement concrete or dense bituminous concrete type.</li> <li>(i)The casing/conduit pipe shall be installed</li> </ul>	Yes
	(g)The top of the casing/conduit pipe should beat least 1.2meter below the surface of the road subject to being at least 0.3 m below the drain inverts.	Yes
	(f)The casing/conduit pipe should, as minimum extend from drain to drain in cuts and to of slope toe of slope in the fills.	Yes
	(e)Ends of the casing/conduit pipe shall be sealed from the outside, so that it does not act as a drainage path.	Yes
	(d) The casing pipe (or conduit pipe in the case of pipe line) carrying the utility line shall be of steel, cast iron, or reinforced cement concrete and have adequate strength hand be large enough to permit ready with drawl of the carrier pipe/cable.	Yes

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	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 dia meter of the pipe	Yes	
	(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 then arrest carriageway		
	<ul> <li>(iii) Shall not be permitted to run along the National Highways when the road formation is situated in double cutting. Nor shall these be laid over the existing culverts and bridges.</li> <li>(iv) These should be so laid that their top isatleast0.6 meter below the ground level so as not to obstruct drainage of the road</li> </ul>	Yes	
2.2	land. Cross section showing the size of pit land location of pipe for HDD method	Yes	
2.3	Strip plan/ Route Plan showing Water Supply pipe line, Chainage, width of ROW, distance of proposed, pipe line from the edge of ROW, important milestone, intersections, cross drainage works etc.	Yes, Shown in the diagram	
2.4	Methodology for laying of showing Water Supply pipe line.	Yes(Trenchless & HDD Method)	
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	Back fill the excavated soil with comparirron @ every 300mm	
	(a) The trench width should be at least 30cm, but not more than 60 cm wider than the outer diameter of the pipe.	Yes	

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	(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 cobble sand grade to yield a firm surface without sudden change in the bearing value. Unsuitable soil and rocked ged should be excavated and replaced by selected material.	Yes	
	(c) The backfill shall be completed in two stages (i) side –fill to the level of the top of the pipe and (ii)over fill to the bottom of the road crust.	Yes	
	(d)The side fill shall consist of granular material laid in 15 cm layers each consolidated by mechanical tampering and	Yes	
	controlled addition of moisture to 95% of the Proctor's Density. Over fill shall be compacted to the same density as the material that had been removed. Consolidation by saturation or pounding 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 adi pat the trench.		
	(f)The excavation shall be protected by Flag man, signs and barricades ,and red lights during night hours.	Yes	
	(g) If required, a diversion shall be constructed at the expense of agency owning the utility line	Yes	
	Horizontal Directional Drilling(HDD) Method	Yes	
	Laying of Water Pipe Line through CD Work sand method of laying	No.	_
3	Draft License Agreement signed by two witnesses	Yes, Enclosed with proposal	

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4	Performance Bank Guarantee in favour of NHAI has to be obtained@ Rs100/- per running meter(parallel to NH)and Rs1,00,000/-per crossing of NH, for a period of one year initially (extend able 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 atleast 50m away from the edge of the right of way. No payment shall be payable by The NHAI to the licensee for clearing debr is/loose earth.	Would be obtained after approval of the proposal	
4.1	Performance BG as per above is to be obtained.	Applicable at a later date	
4.2	Confirmation of BG has been obtained as Per NHAI guidelines	BG should be submitted as per NHAI GUIDELINES	
5	Affidavit/Undertaking from the Applicant for	Yes	
5.1	Not to Damage to other utility, if damaged Then to pay the losses it her to NHAI or to the concerned agency	Yes, enclosed with	
5.2	Renewal of Bank Guarantee	Yes, will be obtained after submission of BG.	
5.3	Confirming all standard condition of NHAI's guideline	Yes, enclosed with proposal	
5.4	Shifting of Water pipe line as and when Required by NHAI at their own cost	Yes, enclosed with proposal	
5.5	Shiftingdueto6lanningwithpaved shoulder/ widening of NH	Yes, enclosed with proposal	
5.6	Indemnity again stall damages and claims clause (xxiv)	Yes, enclosed with proposal	
5.7	Traffic movement during laying of Water Pipeline to be managed by the applicant	Yes, enclosed with proposal	
5.8	If any claim is raised by the Concession aire then the same has to be paid by the applicant	Yes, enclosed with proposal	

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.9	Prior approval of the NHAI shall be obtained before undertaking any work of installation, shifting or repairs, oral terations to the showing Water pipe line located in the National highway right-of-ways.	Yes, enclosed with proposal	
5.10	Expenditure, if any, incurred by NHAI for repairing any damage caused to the National Highway by the laying, maintenance or shifting of the Water pipeline will be borne by the agency owning the line.	Yes, enclosed with proposal	
5.11	If the NHAI consider sit necessary in future to move the utility line for any work of improvement or repairs to the road, it will be carried out as desired by the NHAI at the cost of the agency owning the utility line within are as on able time (not exceeding 60days) of the intimation given.	Yes, enclosed with proposal	
5.12	Certificate from the applicant in the following format (i) Laying of Water pipe line will not have any deleterious effects on any of the bridge components and roadway safety for traffic. (ii) For 6-lanning with paved shoulder "We do undertake that I will relocate service road/approach road/utilities at my own cost not with standing the permission granted within such time as will be stipulated by NHAI" for future six-lanning or any other development."	Yes, enclosed with proposal	
6.	Who will sign the agreement on behalf of Water pipe line agency	EXECUTIVE OFFICER, Uppidamangalam Town Panchayat Karur District	

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	Certificate from the Project Director		
7.1	Certificate for confirming of all standard condition is sued vide Ministry Circular No. Ministry Circular No.NH-41(58)/68 dated 31.1.1969, Ministry Circular No. NH- III/P/66/76 dated18/19.11.1976, Ministry Circular No. RW/NH-III/P/66/76 dated11.5.1982, Ministry Circular No. RW/NH-11037/1/86-DOI (ii) dated 28.7.1993, Ministry Circular No.RW/NH- 11037/1/86/DOI dated 19.1.1995, Ministry Circular No. RW/NH-34066/2/95/S&R dated 25.10.1999 and Ministry Circular No. RW/NH-34066/7/2003S&R(B)	Yes	
7.2	Certificate from PD in the following format (i) "It is certified that any other location of the Water pipe line would be extremely difficult and unreasonable costly and the installation of Water pipe line within ROW will not adversely affect the design, stability & traffic safety of the highway nor the likely future improvement such as widening of the carriageway, easing of curve etc".	Yes	
	<ul> <li>(ii) for6-lanning</li> <li>(a) Where feasibility is available "I do certify that there will be no hindrance to proposed six-laning based on the feasibility report considering proposed structures at the said location".</li> <li>(b) In case feasibility report is not available "I do certify that sufficient ROW is available at site for accommodating proposed six-laning".</li> </ul>	Yes	

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8	If NH section proposed to be taken up by NHAI on BOT basis-a clause is to be inserted in the agreement. "The permitted Highway on which Licensee has been granted the right to lay cable/duct has also been granted as a right of way to the concession aire under the concession agreement for up-gradation of [Trichy-Karur Section] Along the road LHS @ Km 200/800 to Km 201/950 & Across the road @ Km 201/950 of NH-81on Build, Operate and Transfer Basis] and therefore, the licensee shall honour the same."	NA	
9	Who will supervise the work of laying of Water pipe line	Consultants and relevant field Officers ofNHAI.	
10	Who will ensure that the defects inroad Portion after laying of Water pipe line are	EO/Town Panchayat /Uppidamangalam/ Karur	
	Corrected and if not corrected then what action will be taken.	The nature and seriousness of damages.	
11	Who will pay the claims for damages done/disruption in working of Concession aire if asked by the concession aire.	EO/Town Panchayat /Uppidamangalam/ Karur	
12	A certificate from PD that he will enter the proposed permission in the register of recors of the permissions in the prescribed proforma (copy enclosed).	Yes, Enclosed	
13	If any previous approval is accorded for laying of underground Water pipe line then Photo copy of register of records of permissions accorded as maintained by PD then copy be enclosed	Yes, Enclosed	

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#### Annexure-I

Conditions to be enclosed/incorporated in the approval letter for

- Permission for laying of Water pipe line for Water Supply Improvement Scheme to Uppidamangalam Town Panchayat in Karur District for laying of Water Pipeline in NH-81(Trichy– Karur Section) Along the road LHS @ Km 200/800 to Km 201/950 & Across the road @ Km 201/950 (60m) by HDD Method
- 1. The Water pipe line shall be located as close to the extreme edge of the right-of-way as possible but not less than15 meter from the centre-lines of the nearest carriage way.
- The Water pipe line shall not be permitted to run along the National Highways when the road formation is situated in double cutting. Nor shall these be laid over the existing culverts and bridges without the prior approval of NHAI/Government of India.
- 3. The Water pipe line shall be so placed that at no time there is interference with the maintenance of the National Highways.
- 4. These should be so laid that their top is at least 0.6 meter below the ground level so as not to obstruct drainage of the road land.
- The authority/ owner of the underground utility shall ensure that laying Water pipe line should not have any deleterious effects on any of the bridge components and roadway safety for traffic.
- 6. The lines shall cross the National Highways preferably on a line normal to it or as nearly so as practicable.
- 7. Crossings shall not be too near the existing structures on the National Highway, the minimum distance being 15meter.
- 8. The Water pipe line is permitted to cross the National Highway, either encased in pipes or through structure of conduits specially built for that purpose at the expense of the agency owning the line. Existing drainage structures shall not be allowed to carry the lines across.
- 9. The casing pipe (or conduit pipe in the case of electric cable) carrying the Water pipe line shall be of steel, cast iron, or reinforced cement concrete and have adequate strength and be large enough to permit ready with drawal of the carrier pipe/cable. Ends of the casing/conduit pipe shall be sealed from the outside, so that it does not act as a drainage path.
- 10. The casing/conduit pipe should, as minimum extend from drain to drain in cuts and toe of slope toe of slope in the fills.
- 11. The top pf the casing/conduit pipe should be at least 1.2 meter below the surface of the road subject to being atleast 0.3m below the drain inverts.
- 12. The casing/conduit pipe may be installed under the road embankment either by boring or digging a trench. Installation by boring method shall only be permitted where the existing road pavement is of cement concrete or dense bituminous concrete type.
- 13. The casing/conduit pipe shall be installed with an even bearing throughout its length and in such a manner as to prevent the formation of a water

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Executive officer Uppidamangalam Town Panchayat Karur District. 23

way along it.

- 14. Open trenching method. (May be allowed in utility corridor only where pavement is neither cement concrete nor dense bituminous concrete type
  - (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 dia meter 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)over fill 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. Over fill shall be compacted to the same density as the material.

That had been removed. Consolidation by saturation or ponding will not be permitted.

- (a) 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.
- (b) The excavation shall be protected by flagman, signs and barricades, and red lights during night hours.
- 15. If needed, a diversion shall be constructed at the expense of agency owning the Water pipeline.
- 16. Prior approval of the NHAI shall be obtained before undertaking any work of installation, shifting or repairs, or alterations to the Water pipe line located in the National highway right-of-ways.
- 17. Expenditure, if any, incurred by the Highway Authority for repairing any damage caused to the National Highway by the laying, maintenance or shifting of the Water pipe line will be borne by the agency owning the Water pipe line.
- 18. If the NHAI considers it necessary in future to move the Water pipe line for any work of improvement of repairs to the road, it will be carried out as desired by the Highway Authority at the cost of the agency owning the Water pipe line within a reasonable time(not exceeding 60days) of the intimate on given.
- 19. The licensee shall ensure making good the excavated trench for laying Water pipe line 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.

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- 20. The licensee shall furnish a Bank Guarantee to the NHAI @ Rs100/- per running meter(parallel to NH) and Rs1,00,000/- per crossing of NH, for a period of one year initially (extend able 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 atleast 50m away from the edge of the right of way. No payment shall be payable by the NHAI to the licensee for clearing debris/loose earth.
- 21. 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, 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 NHAI shall have a right to make good the damages caused by excavation, at the cost of the licensee and recover the amount by invoking the bank guarantee furnished by the licensee.
- 22. The licensee shall shift the Water pipe line within 60days (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 Water pipe line, in case it is so required for the purpose of improvement/widening of the road/route/highway or construction of flyover/bridges and restore the road/land to its original condition at his own co stand risk.
- 23. Regarding the location of other cables, underground installation/utilities etc, the licensee shall be responsible to ascertain from the respective agency in coordination with NHAI. The licensee shall ensure the safety and security of already existing cables/underground installation/utilities facilities etc. before commencement of the excavation.
- 24. The licensee shall solely be responsible/ liable for full compensation/indemnification of concerned agency/aggrieved owner for any direct, in director 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 NHAI shall also have a right to make good such damages/recover the claims by way of invoking of Bank Guarantee furnished by the licensee.
- 25. If the licensee fails to comply with the condition 22 and 23 above to the satisfaction of the NHAI, the same shall be got executed by the NHAI at the risk and cost of the licensee.
- 26. The licensee shall procure insurance from reputed insurance company against damages total ready existing cables/underground installation/utilities/facilities etc during trenching.
- 27. The licensee has to cross the NH by horizontal drilling method (trenchless technology only). In case any damage is caused to the road pavement in this process, the licensee will be required to restore the same to the original condition at his own cost.

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28. No trenching will be done on pucca road, boring method will be used in pucca road and Water pipe line will be laid at the extreme edge of the road in the non-BT surface only.

29. The licensee shall inform/give a notice to the 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. As epa rate work plan and a separate per formance Bank Guarantee @ Rs100/- per meter length for maintenance/ repair work shall have to be furnished by the licensee.

30. Each day, the extent of digging the trenches should be strictly regulated so that cables are laid and trenches filled up before the close of the work that day. Filling should be completed to the satisfaction of the concerned agency designated by the NHAI.

- 31. The licensee shall indemnify the concerned agency in co-ordination with NHAI, again stall damages and claims, if any, due to the digging of trenches for laying Water pipe line.
- 32. The NHAI has a right to terminate the permission or to extend the period of agreement. Incase the licensee wants shifting, repairs or alteration to Water pipe line, he will have to furnish as epa rate bank guarantee.
- 33. 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 Water pipe line.
- 34. 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.
- 35. During the subsistence of this agreement, the laying of Water pipe line/ducts 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 licensee to the use there of shall not be come absolute and indefeasible by laps of time.
- The licensee shall bear the stamp duty charged for the agreement.
- 37. The Water pipe line shall not be brought in to use by the licensee unless a completion certificate to the effect that the laying of Water pipe line has been laid in accordance with the approved specifications and drawings and the trenches have been filled up to the satisfactions of the concerned agency in co-ordination with the owner has been obtained.
- 38. Notwithstanding anything NHAI contained herein this agreement may be cancelled at anytime by the or breach of any condition of the same and the licensee shall neither been titled to any compensation for any loss caused to it by such cancellation nor shall it be absolved from any liability already incurred.
- 39. The licensee shall have to provide barricading, danger lighting and other necessary caution boards while executing the work and during maintenance.

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- 40. If any traffic diversion works are found necessary during the working period such diversion shall be provided at the cost of licensee.
- 41. After the termination/expiry of the agreement, the licensee shall remove the Water pipeline within 60 days and the site shall be brought back to the original condition failing which the licensee will lose the right to remove the cables/ducts. However, before taking up the work of removal of Water pipe line 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.
- 42. If NHAI is required to do some emergent work the licensee 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.
- 43. The enforceability of the Right-of Way permission granted here in shall be restricted to the extent of provisions/scope of service contained/defined in the license agreement and for the purpose for which it is granted. Either by content or by intent, the purpose extending this Right-of Way facility is not to enhance the scope.
- 44. Strict compliance of the following by the Project Director:
- a) If the licensee fails to inform the commencement of laying of Water pipe line 15 days before the actual start of the work at site the agreement should be null and void.
- b) It is to be intimated to the HQ that, actual work has already been started at the site as per the provision of the agreement and the conditions stipulated in the Ministry Circular No. Ministry Circular No. NH-41 (58)/68 dated 31.1.1969, Ministry Circular No. NH-III/P/66/76 dated 18/19.11.1976, Ministry Circular No. RW/NH-III/ P/ 66/ 76 dated 11.5.1982, Ministry Circular No. RW/ NH- 11037/ 1 /86-DOI (ii) dated 28.7.1993, Ministry Circular No. RW/NH-11037/1/86/ DOI dated 19.1.1995, Ministry Circular No.RW/NH-34066 /2/ 95/ S&R dated 25.10.1999 and Ministry Circular No. RW/NH-34066/7/2003 S&R (B) dated 17.9.2003, 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 NHAI HQ after one month of the start of the work at site, regarding the satisfactory progress of the laying of Water pipe line, as per the specification/stipulation and the alignment as approved.
- d) The final completion certificate shall be issued / submitted by PD to the HQ to the effect that, the work has been completed to the entire satisfaction of the Project Director and there were no violation of any condition/ stipulation contained in the agreement, Ministry Circular No.NH-III/P/66/76 dated18/19.11.1976, Ministry CircularNo.RW/NH-III/P/66/76 dated11.5.1982, MinistryCircularNo.RW/NH-11037/1/86-DOI (ii) dated 28.7.1993, Ministry Circular No. RW/NH-11037/1/86/DOI dated

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19.1.1995, Ministry Circular No.RW/NH-34066/2/95/ S&R dated 25.10.1999 and Ministry Circular No. RW/NH-34066/7/2003 S&R (B) dated 17.9.2003, 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. 100/- per running meter of NH andRs.1,00,000/-per crossing of NH from the licensee to safe guard the interest of NHAI.
- A register of records of the permissions accorded has to be maintained by the PD in the prescribed proforma (copy enclosed)
- g) Project Director is authorized to sign an agreement (IN ACCORDANCE WITH THEMODEL AGREEMENT) with the applicant, on behalf of NHAI.

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Uppidamangalam Town Panchavat Karur District.



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

Agreement to laying of Water Pipe Line for the Water Supply Improvement Scheme to Uppidamangalam Town Panchayat in Karur District for laying of Water Pipeline in NH-81(Trichy-Karur Section) Along the road LHS @ Km 200/800 to Km 201/950 & Across the road @ Km 201/950 (60 m) by HDD method in the state of Tamil Nadu, National Highways, Trichy.

KARUR - 639 004

This Agreement made this\_\_\_\_ \_day of\_ (month) of (year)between Acting in his executive capacity through Regional Officer, National Authority of India 2nd , 3rd Floor, Vijay Krishna Plaza, Mattuthavani, Madurai

"which expression shall unless excluded by or repugnant to the context include his success or sin office and as signs)on the one part, an The EXECUTIVE OFFICER, Uppidamangalam Town Panchayat in Karur - 14, Tamilnadu State, (herein after called the "Licensee") which expression shall unless excluded by repugnant to the context, include his successors /administrator as signees on the second part.



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Whereas the Authority is responsible, inter-alia, for development and maintenance of lands Along the road LHS @ Km 200/800 to Km 201/950 & Across the road @ Km 201/950 (60 m)For a total length of 1.21Kms– Karur Section (NH - 81) in the state of TamilNadu, National Highways, Trichy.

Where as the Licensee Proposes to lay Telecom cable/ OFC cable/ electrical cable Line/ **Pipeline**/ ducts etc., referred to as utility services in subsequent par as.

Whereas the Licensee has applied to the Authority for permission to lay utility services Along the road LHS @ Km 200/800 to Km 201/950 & Across the road @ Km 201/950 (60 m)For a total length of 1.21Kms of Trichy– Karur Section (NH - 81) in the state of TamilNadu, National Highways, Trichy.

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 witness seth 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 here to subject to the following conditions, namely:

- Row permissions are only enabling in nature. The purpose of extending the way leave facility on the National Highway. Row is not for enhancing the scope of activity of autility 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.

K EXECUTI VE OFFICER. Uppidamangalam Town Panchayat, Karur

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- 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 maybe 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.

EXECUTIVE OFFICER.

Uppidamangalam Town Panchayat, Karur

File No. TNDIV-20022/53/2025-PIU Trichy (Computer No. 285702)

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- 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 meter 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 fill sand shall be designed in accordance with the provision of IRC and executed following the specifications of the Ministry.
- 12. Existing drainage structures shall not be allowed to carry the lines across.
- 13. The top of the casing/conduit pipe containing the utility services to cross the road shall be at least 1.2m below the top of the sub grade or the existing road level whichever is lower, subject to being at lease 0.3m below the drain inverts. A typical sketch showing the clearances is given in Attachment-I.
- 14. The utility services shall cross the National Highway preferable on a line normal to it or as nearly so as practicable.
- 15. The casing/conduit pipe for crossing the road may be installed under the road embankment either by boring or digging a trench. Installation by boring method shall be preferred.
- 16. In case of trenching, the sides of the trench should be done as nearly vertical as possible. The trench width should be at least 30cm. but not more than 60cms wider than the outer dia meter of the pipe. Filling of the trench shall conform to the specifications contained here-in-below or as supplied by the Highway Authority.

**EXECUTIVE OFFICER** 

Uppidamangalam Town Panchayat, Karur

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- 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 in15cm. 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 pounding 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 License eat its cost either by itself forth rough its authorized representative in consultation with the authority as per pre determined time schedule and quality standards.
- 19. Prior to commencement of any work on the ground, a performance Bank guarantee @Rs. Per route meter /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.

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Uppidamangalam Town Panchayat, Karur

- 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 damages u stained 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 forth 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 against company 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.

EXECUTIVE OFFICER. Uppidamangalam Town Panchayat,

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- 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 License deed as to execute the restoration work in a time bound Manner at its cost either by itself or through its authorized representative in consultation with the Authority as per predetermined time schedule and quality standards. In case of the Licensee failing to discharge the obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount by for feature 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 index position 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.

EXECUTIVE OFFICER, Uppidamangalam Town Panchayat, Karur

File No. TNDIV-20022/53/2025-PIU Trichy (Computer No. 285702)

- 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 there of 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 geotagged photo graphs 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 authorized 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 carryout their respective duties and functions.
- 37. The Utility services shall not be made operational by the Licensee unless completion certificate to the effect that the utility services has been laid in accordance with the approved specifications and drawings and the trenches have been filled up to the satisfaction of the concerned agency in coordination with the Authority has been obtained. Not with standing any thing contained here in, this Agreement may be cancelled at any time by Authority for breach of any condition of the same and the Licensee shall neither be entitled to any compensation for any loss caused to it by such cancellations not shall it be absolved from any liability already incurred.

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

EXECUTIVE OFFICER, 56612025

Uppidamangalam Town Panchayat, Karur

File No. TNDIV-20022/53/2025-PIU Trichy (Computer No. 285702)

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 HERE TO 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.

BYSHRI \_\_\_\_\_\* (Signature, name & address with stamp)

SIGNED ON BEHALF OF , The EXECUTIVE OFFICER, Uppidamangalam Town Panchayat, Karur District. Tamilnadu State,(LICENSEE)

BYSHRI (Signature, name & address With Stand)

Uppidamangalam Town Panchaya HOLDER OF GENERAL ROWER OF ATTORNEY DATED\_\_\_\_\_EXECUTED IN ACCORDANCE WITH THERE SOLUTION NO.\_\_\_\_\_DATED\_\_\_\_\_ PASSED BY THE BOARD OF DIRECTORS IN THE MEETING HELD ON \_\_\_\_\_\_ IN THE PRESENCE OF (WITNESSES)

n V. Musugasan JA. Uppidamangalam SP

2. Jon BORNUM. R. 12BDUPSBIYD. S. D. UPPitamorealow, T.P

File No. TNDIV-20022/53/2025-PIU Trichy (Computer No. 285702)



# UNDERTAKING

L.No: 09/2011 KARUR - 639 004

**We, Uppidamangalam Town Panchayat Karur District,** Tamilnadu State Laying of Water Pipeline in NH-81(Trichy–Karur Section) Along the road LHS @ Km 200/800 to Km 201/950 & Across the road @ Km 201/950 (60 m)by HDD method Of Trichy–Karur Section (NH - 81) in the state of TamilNadu.

We here by undertake the Standard Conditions of NHAI Guidelines:

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 electrical cable line, underground installation/utilities etc, Uppidamangalam Town Panchayat Karur District shall be responsible to ascertain from the respective agency in coordination with NHAI. Uppidamangalam Town Panchayat Karur District shall ensure the safety and security of already existing cables/ underground installation/utilities facilities etc. before commencement of the excavation.

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Renewal of Bank Guarantee: Uppidamangalam Town Panchayat Karur 2. District 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 Laying of water pipe line 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 Uppidamangalam Town Panchavat Karur District for clearing debris/ loose earth. In case the work contemplated here with is not completed to the satisfaction of the NHAI, which has granted the permission, within a period of 11months from the date of issue of the bank guarantee The Uppidamangalam Town Panchayat Karur shall either furnish a fresh guarantee or extend the guarantee for a further period of one year. In case of Uppidamangalam Town Panchayat Karur District Board 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 Uppidamangalam Town Panchayat Karur District and recover the amount by invoking the bank guarantee furnished by Uppidamangalam Town Panchayat Karur District.

# 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 Laying of Water pipe line shall be laid at the edge of the right of way within 2m utility corridors.
- (iii) The licensee has to cross the NH In case any damage is caused to the road pavement in this process, Uppidamangalam Town Panchayat Karur District Board will be required to restore the same to the original condition at his own cost.
- (iv) No trenching will be done on link road, boring method will be used in link road and Water pipe line will be laid at the extreme edge of the road in the non-BT surface only.
- (v) 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 Uppidamangalam Town Panchayat Karur District.

EXECUTIVE OFFICER,

- (vi) Each day, the extent of Water pipeline should be strictly regulated so that pipe 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.
  - (vii) The Licensee shall indemnify the concerned agency in co-ordination with NHAI, against all damages and claims, if any, due to the laying of Water pipe line.
  - (viii) The NHAI has a right to terminate the permission or to extend the period of agreement. In case the Uppidamangalam Town Panchayat Karur District wants shifting, repairs or alteration to Water pipe line, he will have to furnish a separate bank guarantee.
  - (ix) 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 Water pipe line.
  - (x) The permission granted shall not in any way be deemed to convey to Uppidamangalam Town Panchayat Karur District any owner ship right or any interest in route/road/highway/land/ property, other than what is herein expressly granted.
  - (xi) During the subsistence of this agreement, the laying of Water pipe line 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 Uppidamangalam Town Panchayat Karur District to the use there of shall not become absolute and indefeasible by laps of time.
  - (xii) Uppidamangalam Town Panchayat Karur District shall bear the stamp duty charged for the agreement.
  - (xiii) The Water pipe line shall not be brought in to use by Uppidamangalam Town Panchayat Karur District unless a completion certificate to the effect that the laying of Water pipe line 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.

EXECUTIVE OFFICER,

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- (xiv) Not with standing anything NHAI contained herein this agreement may be cancelled at any time by the for breach of any condition of the same and the Uppidamangalam Town Panchayat Karur District 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.
- (xv) 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 Uppidamangalam Town Panchayat Karur District will provide an observer within 24 hours. NHAI will not be responsible for any damage of any kind by whatsoever means natural or otherwise.
- (xvi) The enforceability of the Right-of Way permission granted herein shall be restricted to the extent of provisions/scope of service contained/defined in the license agreement of the License with Department and for the purpose for which it is granted. Either by content or by intent, the purpose extending this Right-of Way facility is not to enhance the scope of Uppidamangalam Town Panchayat Karur District.
- 4. Shifting of Water pipe line as and when required by NHAI: Uppidamangalam Town Panchayat Karur District shall shift the Water pipe line 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 water pipe line, in case it is so required for the purpose of improvement/widening of the road/route/highway or construction of flyover/bridges and restore the road/land to its original condition at his own co stand risk
- 5. Shifting due to 6 lining/ widening of NH: After the termination/expiry of the agreement, Uppidamangalam Town Panchayat Karur DistrictBoard shall remove the water pipeline within 90 days and the site shall be brought back to the original condition failing which the Uppidamangalam Town Panchayat Karur District will lose the right to remove the water pipe line. However, before taking up the work of removal of water pipe line the Uppidamangalam Town Panchayat Karur District 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.

EXECUTIVE OFFICER,

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- 6. Traffic movement during laying of Water pipe line 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 Uppidamangalam Town Panchayat Karur District.
- 7. If any claim is raised by the concessionaire then the same has to be paid by the applicant: Uppidamangalam Town Panchayat Karur DistrictBoard shall be solely responsible/liable for full compensation/indemnification of concerned agency/aggrieved owner forany direct, indirect or consequential damage caused to them/claims or replacement sought for, at the cost and risk of Uppidamangalam Town Panchayat Karur District. The concerned agency incoordination with NHAI shall also have a right to make good such damages/ recover the claims by way of invoking of Bank Guarantee furnished by Uppidamangalam Town Panchayat Karur District. Uppidamangalam Town Panchayat Karur District.
- We, Uppidamangalam Town Panchayat Karur District, , Tamilnadu 8. 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, Uppidamangalam Town Panchayat Karur District. 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 Uppidamangalam Town Panchayat Karur District. 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, with in a period of 11 months from the date of issue of the Bank Guarantee, Uppidamangalam Town Panchayat Karur District. Shall either furnish a fresh guarantee or extend the guarantee for a further period of one year.
- 1. Not to damage to other utility, if damaged, then to pay the losses either to NHAI or to the concerned agency.
- 2. 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, Uppidamangalam Town Panchayat Karur District shall either furnish a fresh guarantee or extend the guarantee for a further period of one year.

EXECUTIVE OFFICER,

3. We will relocate Pipe lines/Utilities at our own cost, notwithstanding the permission granted within such time as will be stipulated by NHAI<sup>w</sup> for future six-lining or any other development." We, Uppidamangalam Town Panchayat Karur District, Tamilnadu State, hereby undertake that "The existing avenue plantation is not affect due to the present proposed Water Supply Improvement Scheme to Uppidamangalam Town Panchayat in Karur District for laying of Water Pipeline in NH-81(Trichy–Karur Section) Along the road LHS @ Km 200/800 to Km 201/950 & Across the road @ Km 201/950 (60 m)by HDD method of Trichy–Karur Section(NH-81)in the state of Tamil Nadu".

- 4. We, Uppidamangalam Town Panchayat Karur District Tamilnadu State, here by under take 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.
- 5. We, Uppidamangalam Town Panchayat Karur District ,Tamilnadu State. Hereby undertake that as per NHAI policies for Avenue plantations maintained, while laying water pipe line if any plants damaged will be replaced by 1:10 ratio as per NHAI policies.
- 6. 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 constant 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.

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# INDEMNITYBOND

M.ELANGOVAN STAMP VENDOR L.No: 09/2011

KARUR - 639 004 Name of work: Laying of water pipeline along and across the National Highway at Existing on NH 81 land Along the road LHS @ Km 200/800 to Km 201/950 & Across the road @ Km 201/950 (60 m) Total Length - 1210 meters in the state of Tamilnadu.

Indemnity again stall damages and claims as per SI.NO.5.6 of Check list

We, M/s. EXECUTIVE OFFICER Uppidamangalam Town Panchayat Karur do herely indemnify the **Regional Officer**. National Authority of India 2<sup>nd</sup>,3<sup>rd</sup> Floor, Vijay Krishna Plaza, Mattuthavani, Madurai binding ourselves to pay all the losses and claims in respect of laying of the Water Supply Improvement Scheme to Uppidamangalam Town Panchayat in Karur District for laying of Water Pipeline in NH-81(Trichy–Karur Section) Along the road LHS @ Km 200/800 to Km 201/950 & Across the road @ Km 201/950 (60 m) Total Length Across 1210 meters in the state of Tamilnadu or maintenance thereof and against all claims proceeding damages, cost, charges and expenses whatsover in respect thereof in relation there to failing such payments of claims in the above work we abide in accepting of such claims affected from any of our assets.

onicel Uppidamangalam Town Panchayat Karur District.

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TRICHY TO KARUR SECTION NH-81 KM 200600 TO KM 201/960 LHB

LETTER NO. RWINH - 33044/29/2015/S& R(R) (P\$ DATED 2211.2016 ENCLOSRE TO MINISTRY OF ROAD TRANSPORT AND HIGHMAYS

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File No. TNDIV-20022/53/2025-PIU Trichy (Computer No. 285702)



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# **MoRTH Utility Portal**

Ministry of Road Transport & Highways, Government of India

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			My App	olications			
Sno	Application Ref. No	State/ District/ Highway	Application Category/items (Click on Category Name to Add/Edit Locations)	Stage	Approvals Accorded	Application Location	Add New (applications.cshtml? nid=1&EncHid=1364368849)
1	20250423/1/7/37971/16201 [New]	TAMIL NADU KARUR NH81 [NH81]	<ul> <li>Public Utility</li> <li>[Water]</li> <li>Details</li> <li>Fee</li> </ul>	Application Submitted on: 29/04/2025		Submitted Office: RO-Madurai Current Office: RO-Madurai	Application Submitted Successfully

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Application D	etails [20250423/1/7/37971/16201]
Highway	NH81 [NH81]
Name of Highway Authority	NHAI Dwarka New delhi
Highway Administration Address	Trichy Trichy
Whether the Fuel Station is part of Rest-area complex	No
Name of Applicant/Oil Company	Uppidamangalam Town Pachayat Address: Executive Engineer Uppidamanagalam Town Panchayat Karur District, KARUR (TAMIL NADU), PIN: 639114 Phn: 8925809629 Email: udhayasakthir@gmail.com
Application Category	Public Utility
Utility	Water
State	TAMIL NADU
Туре	New
Remarks	WSIS to Uppidamangalam Town Panchayat Karur District
Submitted On	

	Details	
1. Length in Meters *	60	-
2. Width of available ROW		
I. Left side from center line towards increasing chainage OR km direction *	30	
II. Right side from center line towards increasing chainage OR km direction *	30	
3. Proposal to lay the utility		A 14
I. Left side from center line towards increasing chainage OR km direction *	30,	5
II. Right side from center line towards increasing chainage OR km direction *	30	
4. Proposal to acquire the land	in the second	
I. Left side from center line *	30	

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II. Right side from center line *		30	J
5. Whether proposal is in the same side where land is not to be acquired *		No	
If not then where to lay the cable *		NA	5
6. Details of already laid SERVICES if any along the proposed route *		NA	د د
7. Number of Existing lanes *		4 Lane	· · · · · ·
8. Proposed number of lanes *	÷	4 Lane	
9. Service road Exists *		No	C
10. Proposed Service road			5
Left side from center line		30	
Right side from center line		30	
11. Whether proposal to lay cable is after the service road or between the service road and main carriageway *		N/A	
12. Whether carrying OFC Cable has been proposed on highway /bridges, If yes then mention the methodology proposed for the same *		NA	
13. Is crossing of the road involved? If Yes, is shall be either encased in pipes or through structure of conduits specially built for the purpose at the expense of the agency owing the line *	v	YES	
I. Whether the existing drainage structures are allowed to carry utility pipeline. *		NA	
II. Is it on a line normal to NH? *		Yes	2
III. What is the distance of Grassing the utility pipelines from the existing structure?	ií ((dgm ro madurai) - 1	15.00	MADURAI, RO Madurai on 03/07/2025 12:02 pr

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near the existing structures on the National Highway, the minimum distance being 15 mtrs. *		<u>ح</u>	6 5
IV. The casing pipe (or conduit pipe in the case of electric cable) line carrying the utility line shall be of steel, cast iron or reinforced concrete and have adequate strength and be large enough to permit ready withdrawal of carrier pipe/cable Mention type of casting. *	YES		3 2 2 3
V. Ends of the casing/conduit pipe shall be sealed from outside, so that is does not act as a drainage path *	YES		
VI. The casing/conduit pipe should be as minimum extend from drain in cuts toe of slope in fills. *	YES		
VII. The installation of Casing pipe shall be as per attachment-1 of Ministry's Guidelines dated 22.11.2016 *	YES	2	
VIII. Mention the methodology proposed for crossing of road for the proposed sewerage / gas pipeline crossing shall be boring method (HDD) (Trenchless Technology) specially where the existing road pavement is of cement concrete of dense bituminous concrete type. *	YES		20 A
14. Whether the proposal satisfie	es the following:		
I. Where the ROW is more than 45 M then the duct cable shall be laid at the edge of right of way within the utility corridor of 2 M width, duly keeping in view the future widening. *	NA		
	on the National Highway, the minimum distance being 15 mtrs. * IV. The casing pipe (or conduit pipe in the case of electric cable) line carrying the utility line shall be of steel, cast iron or reinforced concrete and have adequate strength and be large enough to permit ready withdrawal of carrier pipe/cable Mention type of casting. * V. Ends of the casing/conduit pipe shall be sealed from outside, so that is does not act as a drainage path * VI. The casing/conduit pipe should be as minimum extend from drain in cuts toe of slope in fills. * VII. The installation of Casing pipe shall be as per attachment-1 of Ministry's Guidelines dated 22.11.2016 * VIII. Mention the methodology proposed for crossing of road for the proposed sewerage / gas pipeline crossing shall be boring method (HDD) (Trenchless Technology) specially where the existing road pavement is of cement concrete of dense bituminous concrete type. * 14. Whether the proposal satisfie I. Where the ROW is more than 45 M then the duct cable shall be laid at the edge of right of way within the utility corridor of 2 M width, duly keeping in view the	on the National Highway, the minimum distance being 15 mtrs. *IV. The casing pipe (or conduit pipe in the case of electric cable) line carrying the utility line shall be of steel, cast iron or reinforced concrete and have adequate strength and be large enough to permit ready withdrawal of carrier pipe/cable Mention type of casting. *YESV. Ends of the casing/conduit pipe shall be sealed from outside, so that is does not act as a drainage path *YESVI. The casing/conduit pipe should be as minimum extend from drain in cuts toe of slope in fills. *YESVII. The installation of Casing pipe shall be as per attachment-1 of Ministry's Guidelines dated 22.11.2016 *YESVIII. Mention the methodology proposed for crossing of road for the proposed sewerage / gas pipeline crossing shall be boring method (HDD) (Trenchless Technology) specially where the existing road pavement is of cement concrete of dense bituminous concret type. *YESI. Where the ROW is more than 45 M then the duct cable shall be laid at the edge of right of way within the utility corridor of 2 M width, duly keeping in view theNA	on the National Highway, the minimum distance being 15 mtrs. *         IV. The casing pipe (or conduit pipe in the case of electric cable) line carrying the utility line shall be of steel, cast iron or reinforced concrete and have adequate strength and be large enough to permit ready withdrawal of carrier pipe/cable Mention type of casting. *       YES         V. Ends of the casing/conduit pipe shall be sealed from outside, so that is does not act as a drainage path *       YES         VI. The casing/conduit pipe should be as minimum extend from drain in cuts toe of slope in fills. *       YES         VII. The installation of Casing pipe shall be as per attachment-1 of Ministry's Guidelines dated 22.11.2016 *       YES         VIII. Mention the methodology proposed for crossing of road for the proposed sewerage / gas pipeline crossing shall be boring method (HDD) (Trenchless Technology) specially where the existing road pavement is of cement concrete of dense bituminous concret type. *       YES         14. Whether the proposal satisfies the following:       I. NA

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II. Where land is yet to be acquired for 4 laning and the position of new carriageway has been decided then the cable shall be laid at the edge of right of way within the utility corridor of 2 M width, on that side of existing carriageway where extra land is not proposed to be acquired for 4 laning. *		YES	
III. Where the widening plan for 4 laning is not yet decided and available ROW is around 30 M or less, a judicious decision would need to be taken for permitting the laying of cable/duct. This could be within 1.5 M to 2m of utility corridor at the edge of existing ROW, duly keeping in view the possible widening plans. *		YES	
IV. Where ROW is restricted and adequate only to accommodate the carriageway, central verge, shoulders and drains (e.g. Highways in cutting through hilly/rolling terrain), the cable shall be laid clear of the drain. *		YES	
V. Where land strip for utility corridor can't be conveniently earmarked (available ROW restricted to the toe of the embankment) for laying of cable/ducts, the permission may be refused. *		YES	
15. Document/Drawings enclosed with the proposal *		Yes	
I. Cross section showing the size of trench for open treaching, method (is 215702) pormalesizes of Au2unc (min.) Madura	i ((dgm ro madurai) - 1	YES	IADURAI, RO Madurai on 03/07/2025 12:02 pm

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/2025/PIU -TRICHY	II. Cross section showing the size of pit and location of cable for HDD method *	V.	YES	н 192
	III. Strip plan/ Route plan showing the OFC, Chainage width of ROW, distance of proposed, cable from the edge of ROW, important mile stone, intersections, cross drainage works etc. *		YES	
6	IV. Methodology of laying of the Utility Pipeline/OFC *		YES	
	V. Open trenching method (may be allowed in utility corridor only where pavement is neither cement concrete nor dense bituminous concrete type) If yes what is the Methodology of refilling of trench *		YES	
С С С	(a) The trench width should be at least 30 cms but not more than 60 cms wider than the outer diameter of the pipe *	У.	YES	
C .	(b) For filling of the trench, bedding shall be to a depth of not less than 30 cms. It shall consist of granular material, free of lumps, clods, cobbles and graded to yiled firm surface without sudden change in the bearing value, unsuitable soil and rock edges should be excavated and replaced by selected material *		YES	
0	(c) The backfill shall be completed in two stages, i) Side fill to the level of the top of the pipe and ii) Overfill to the bottom of the road crust *		YES	
	(d) The side fill shall consist of granular material laid in 15 cms, layers each		YES	

2. X  	consolidated by mechanical tampering and controlled addition of moisture to 95% of the proctor density. Overfill shall be compacted to the same density as the material that has been removed. *			
	(e) The road crust shall be built to the same strength as existing crust on either side of the trench. Care shall be taken to avoid the formation of a dip at the trench. $\ddagger$		YES	
	(f) The excavation shall be protected by flagman, signs and barricades and red lights during night hours. *		YES	
8 92 2	(g) If required, a diversion shall be constructed at the expense of agency owing the utility line. *		YES	
	VI. Horizontal Directional Drilling (HDD) Method *	*	YES	117 J.
ŝ.	VII. Laying OFC through CD Works and Method of laying (Whether to be hung outside parapet). *		YES	
	16. Draft license Agreement signed by two witnesses. *		YES	
• ×	I. The license fee estimate as per Ministry's guidelines issued vide circular no. RW/NH/33044/29/2015/S&R dated 22.11.2016. *		YES	
17	17. Whether Performance Bank Guarantee is as per Ministry's guidelines issued vide circular no. RW/NH/33044/29/2015/S&R, dated 22.11.2016. *		Yes	
File No. TNDIV-20022/5.	I. Confirmation of BG has been obtained as per 2025 BUL Tricky (Computer No. 285702) Work TH equidelines *	56	Yes	æ

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1306476/2025/PIU -TRICHY	furnished		
	a) Undertaking not to Damage to other utility, if damage then to pay the losses either to NHAI or the concerned agency. *	Yes	
C C	b) Undertaking Renewal of Bank Guarantee as and when asked by MoRTH. *	 Yes	
C	c) Undertaking Confirming all standard condition of Ministry's guidelines. *	Yes	
C	d) Undertaking for indemnity against all damages and claims *	Yes	
	e) Undertaking for management of traffic movement during laying of utility line without hampering the traffic *	Yes	
	f) Undertaking that if any claim is raised by the concessionaire/ contractor then the same has to be paid by the applicant. *	Yes	
	g) Undertaking that prior approval of the NHAI shall be obtained before undertaking any work of installation, shifting or repairs, or alteration to the utility located in the National Highway Right of Ways. *	Yes	
C - C - C	h) Undertaking that expenditure is any incurred by NHAI for repairing any damage cause to the NH by laying, maintenance of shifting of the utility line will be borne by the applicant agency owing the line. *	Yes	
	i) Undertaking that text of the license deal is as per verbatim of format issued by MoRTH vide circular no.	Y¢s	

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RW/NH/33044/29/2015/S&R dated 22.11.2016 *		
j) Undertaking for shifting of utility as and when asked by MoRTH/ NHAI. *		Yes
k) Certificate from the application	ant in the fol	llowing format
I) We do undertake that I/we road/utilities at my/our own c granted within such time us w laning or/any other development	ost not withs vill be stipula	standing the permission
19. Who will sign the agreement on behalf of Applicant agency? Power of Attorney to sign the agreement is available or not. *	2	Executive Officer Uppidamangalam Town Panchayat Karur District
20. The Power of Attorney is	9 T.B.	

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		- All and a second	Hant's Terry In the	Locations		
Sno	State	District	Highway /Stretch	Start Point	End Point	View
1	TAMIL NADU	KARUR	NH81 [NH81] (154.40- 218.02) From Km: 200.8 To Km: 201.95	Chainage Point: 200.8 Lat: 10.89 Lng: 78.82	Chainage Point: 201.95 Lat: 10.89 Lng: 78.82	View

Sno	Stage	Document	Mandatory	Action
1	Under Submission	Layout and Drawings	Yes	<u>View</u>
2	Under Submission	Any Other Supporting Document	No	-
-		Any Document to indicate commercial activities are allowed on the land. 58	No	2007
42025	AUnder (Comp	Safety Rearance from Directorate of Electricity	No	

File No. TNDIV-20022/54/2025 AUnder (CompuSafety Clearance from Directorate of Electricity No --Generated from eOffice by MUSICITATSTORAMALINGAM, RO Madurai ((DGM RO MADURAI) - MR, DEPUTY GENERAL MANAGER RO MADURAI, RO Madurai on 03/07/2025 12:02 pm 1306476/2025/PIU -TRICHY

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	Submission	Explosives		
6		Safety Clearance from Petroleum and Explosives Safety Organisation	No	
7	Under Submission	Safety Clearance from Oil Industry Safety Directorate	No	7 <del>.90</del>
8		Safety Clearance from State/Central Pollution Control Board	No	
9	Under Submission	Any Other Statutory Clearance as applicable	No	

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# பேரூராட்சிகளின் இயக்குநர், சென்னை–28 அவர்களது செயல்முறைகள் முன்னிலை:– திரு . கிரண் குராலா, இ.ஆ.ப.,

#### ந.க.எண்.17181/2023/உ3

prot.25.07.2024.

பொருள்:-- பேரூராட்சிகள் நிர்வாகம் – 2024–25–ம் ஆண்டு வரவு செலவு திட்ட மதிப்பீடு ரூ,79,20,00,000/-- இயக்கம் மற்றும் பராமரிப்பு இடைவெளி நிரப்பும் நிதியின் கீழ் குடிநீர் பராமரிப்பு ரூ.16,73,15,000/–ஒதுக்கீட்டில் பணிகள் மேற்கொள்ள – நிர்வாக அனுமதி வழங்கி உத்தரவிடப்படுகிறது.

വന്ന്മ്തമ്പ:--

- 1. 2024–25ம்– ஆண்டிற்கான வரவு செலவு திட்ட மதிப்பீடு
- அரசு கூடுதல் தலைமைச் செயலாளர், நகராட்சி நிர்வாகம் மற்றும் குடிநீர் வழங்கல் துறை அவர்கள் தலைமையில் அமைந்த பொது திட்ட அனுமதி மற்றும் கண்காணிப்பு குழுவின் 11.06.2024–ம் தேதிய கூட்ட நடவடிக்கை குறிப்பு.
- இவ்வியக்கக செயல்முறைகள் ந.க.எண்.17181/ 2023/உ.3, நாள். 08.07.2024.
- 4. அரசு முதன்மை செயலாளர், நகராட்சி நிர்வாகம் மற்றும் குடிநீர் வழங்கல் துறை அவர்கள் தலைமையில் அமைந்த பொது திட்ட அனுமதி மற்றும் கண்காணிப்பு குழுவின் 12.07.2024–ம் தேதிய கூட்ட நடவடிக்கை குறிப்பு

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2024–25–ம் ஆண்டிற்கான வரவு செலவு திட்ட மதிப்பீட்டில் இயக்கம் மற்றும் பராமரிப்பு இடைவெளி நிரப்பும் நிதியின் ரூ.79,20,00,000/–ம் ஒதுக்கீடு செய்யப்பட்டுள்ளது.

இந்நிலையில், 11.06.24 அன்று நடைபெற்ற ஒப்புதல் குழு கூட்டத்தில் இயக்கம் மற்றும் பராமரிப்பு இடைவெளி நிரப்பும் நிதியின் கீழ் ரூ.6,28,00,000/–ல் பணிகள் மேற்கொள்ள ஒப்புதல் வழங்கப்பட்டு பார்வை 3 இல் காணும் செயல் முறை ஆணைகளின் படி நிர்வாக அனுமதி வழங்கப்பட்டுள்ளது.

அதனைத் தொடர்ந்து, பார்வை 4–இல் காணும் அரசு முதன்மை செயலாளர், நகராட்சி நிர்வாகம் மற்றும் குடிநீர் வழங்கல் துறை அவர்கள் தலைமையில் அமைந்த பொது திட்ட அனுமதி மற்றும் கண்காணிப்பு குழுவின் 12.07.2024–ம் தேதிய கூட்ட நடவடிக்கைகளின்படி 2024–2025–ஆம் ஆண்டிற்கான இயக்கம் மற்றும் பராமரிப்பு இடைவெளி நிரப்பும் நிதியின் கீழ் ரூ.16,73,15,000/– ஒதுக்கீட்டில் பணிகள் மேற்கொள்ள நிர்வாக அனுமதி வழங்கி ஆணையிடப்படுகிறது. அதன் விவரம் பின்வருமாறு.

	T				(ரூ.கோடியில்)		
വ. ഞൽന	പത്തിനിൽ തിവാന	പേന്ദ്ര. ൺൺൺി കതാക	പത്തിഡിൽ ഞൽഞ്ഞി കേരാക	மதிப்பீடு	கூர்ந்தா ய்ஷ செப்யப் பட்ட தொகை	ஒதுக்கீடு	
1	சந்தைகள் பராமரிப்பு	2	2	50.00	48.95	48.95	
2	இறைச்சி கூடம் பராமரிப்பு	5	5	139.00	101.25	101.25	
3	குடிநீர் திட்ட பராமரிப்பு பணிகள்	5	7	720.40	693.20	693.20	
4	மழைநீர் வடிகால் பராமரிப்பு பணிகள்	1	1	60.00	55.00	55.00	
5	சமுதாய கூடம் பராமரிப்பு	13	13	456.00	388.75	388.75	
6	தங்கும் விடுதி பராமரிப்பு	1	2	400.00	357.00	357.00	
7	பேருந்து நிலையம் பராமரிப்பு	1	1	40.00	29.00	29.00	
	மொத்தம்	28	31	1865.40	1673.15	1673.15	

# இயக்கம் மற்றும் பராமரிப்பு இடைவெளி நிரப்பும் நிதியின் கீழ் ஒப்புதல் வழங்கப்பட்ட பணிகளின் விவரம்.

எனவே, 2024–25 ஆம் ஆண்டு இயக்கம் மற்றும் பராமரிப்பு இடைவெளி நிரப்பும் நிதியின் கீழ் மேற்காணும் 28 பேரூராட்சிகளில் மேற்கொள்ளப்படும் 31 பணிகளுக்கான ஒதுக்கீட்டுத் தொகை ரூ.16,73,15,000/–ல் (ரூபாப் பதினாறு கோடியே எழுபத்தி மூன்று இலட்சத்து பதினைந்தாயிரம் மட்டும்) பணிகள் மேற்கொள்ள பின்வரும் நிபந்தனைகளுக்குட்பட்டு நிர்வாக அனுமதி அளித்து ஆணையிடப்படுகிறது.

இப்பணிகளுக்கான தொழில் நுட்ப அனுமதி, அனுமதிக்கப்பட்ட மதிப்பீட்டு தொகை வரம்பிற்கேற்ப சம்மந்தப்பட்ட அலுவலர்களிடம் பெற்று கொள்ள வேண்டும்.

#### நிபந்தனைகள்

- அனுமதிக்கப்படும் மான்யத்தை விட கூடுதலாகும் தொகையினை பேரூராட்சியின் பொது நிதியிலிருந்து மேற்கொள்ளப்பட வேண்டும்.
- தமிழ்நாடு நகர்பா உள்ளாட்சிகள் விதிகள் 2023–ல் உள்ள ஒப்பந்த விதிகளை பின்பற்றி பணிகள் மேற்கொள்ளப்பட வேண்டும்.
- 3. ஒப்பந்தப் புள்ளிகள் அனைத்தும் பேரூராட்சியின் இணையதளம் மற்றும் தமிழ்நாடு அரசின் ஒப்பந்தப்புள்ளி இணையதளத்தில் இடம் பெறுதல் வேண்டும். மேலும் இவ்வியக்கக கடிதம் ந.க.எண்.1601/2023/இ6, நாள்.06.02.2023–ல் வழங்கப்பட்ட அறிவுரைகளையும் மற்றும் அரசாணை எண்.93 நிதி துறை

(ஊதியம்) நாள்.30.03.2023 பின்பற்றியும் 01.04.2023 முதல் ஒப்பந்தப்புள்ளிகள் கோப்பட வேண்டும்.

- அனுமதிக்கேற்ப 4. பணிகள் தொழில்நுட்ப நிர்வாக அனுமதி மற்றும் மேற்கொள்ளப்பட வேண்டும். தொழில்நுட்ப அனுமதி வழங்கப்பட்டுள்ள மகிப்பீட்டில் வேறுபாடு கண்காணிப்ப பொறியாளர் செயற்பொறியாளரின் முன் அனுமதி பெறப்பட வேண்டும்.
- பணிகள் மேற்கொள்ளப்படும் இடம் பேரூராட்சிக்கு சொந்தமானதுதான் என்பதை தகுந்த ஆதாரங்களுடன் ஆய்வு செய்து பணி மேற்கொள்ள வேண்டும்.
- பணிகளில் மாற்றம் ஏதேனும் இருப்பின் பேரூராட்சிகள் இயக்குநரின் முன் அனுமதி பெற்ற பின்னரே மேற்கொள்ளப்பட வேண்டும்.
- 7. பணி மேற்கொள்ளப்படும் பொழுது ஒவ்வொரு நிலையிலும், பணியின் தரம் உறுதி செய்யப்பட வேண்டும் மற்றும் செயற்பொறியாளரின் சோதனை அளவு பெறப்பட்ட பின் பட்டியல் தொகை வழங்கப்பட வேண்டும்.
- 8. பணிகள் மேற்கொள்ளவிருக்கும் இடங்களை பணி ஆரம்பிப்பதற்கு முன்னரும், பணி நடைபெறும் போதும், பணி முடித்த பின்னரும் புகைப்படம் எடுக்கப்பட்டு குறுந்தகடில் ஆவணப்படுத்தப்பட்டு இவ்வியக்ககத்திற்கு அனுப்பி வைக்கப்பட வேண்டும்.
- ஒப்பந்ததாரரின் தகுதிக்கேற்ப வகுப்பிற்கு தகுந்தவாறு பணிகளை ஒப்பந்ததாரர்களுக்கு வழங்கப்பட வேண்டும்.
- 10. அனைத்து பணி முன்னேற்ற அறிக்கையினை உடன் நிகழ்வு கண்காணிப்பு திட்ட கணினி மூலம் (ONLINE MONITORING SYSTEM) உடனுக்குடன் தெரியப்படுத்தப்பட வேண்டும்.
- 11. பணி நடைபெறும் இடங்களில் பணி குறித்த விவரங்கள் அடங்கிய தரமான தகவல் பலகைகள் அதாவது 4அடி X 2 1/2 அடி (1.20அ x0.75அ) ஏற்கனவே அறிவுறுத்தியவாறு வைக்கப்பட வேண்டும்.
- 12. பணி மேற்கொள்ளப்படும் பொழுது பொது மக்களுக்கு எவ்வித இடையூறோ, பாதிப்போ நிகழாவண்ணம் பணிகள் பாதுகாப்புடன் மேற்கொள்ளப்படும்.
- 13. பணிகள் ஒப்பந்த ஆவணங்களில் குறிப்பிடப்பட்ட காலகெடுவிற்குள் முடித்திட வேண்டும். மற்றும் பயன்பாட்டிற்க்கு கொண்டு வருதல் வேண்டும்.
- 14. மேற்படி திட்டத்தின் மூலம் பணிகள் முழுமையாக முடிக்கப்பட்ட உடன் பணி வாரியான திட்ட முடிவறிக்கை (PROJECT COMPLETION REPORT) மற்றும் பயனீட்டு சான்று (Utilization Certificate) அதற்கென நிர்ணயிக்கப்பட்ட படிவங்களில், உரிய புகைபடத்து...ன் அனுப்பி வைக்க வேண்டும்.
- 15. பணி முன்னேற்றம் அறிக்கையினை நிதி விவரத்துடன் ஒவ்வொரு மாதமும் 5ம் தேதிக்குள் பணி முடியும் வரை இவ்வியக்ககத்திற்கு அனுப்ப வேண்டும்.
- 16. இயக்குநூரல் அவ்வப்போது வழங்கப்படும் பணிகள் சம்பந்தமான அறிவுரைகள் தவறாமல் கடைப்பிடித்தல் வேண்டும்.
- 17. மேற்படி பணிகளுக்கு பயன்படுத்தப்படும் கட்டுமான பொருட்களின் தரத்தினை தரக் கட்டுப்பாடு அரசு அங்கீகரிக்கப்பட்ட நிறுவனம் (அல்லது) அரசு அனுமதி பெற்ற பொறியியல் கல்லூரி பல்கலைக்கழகம் மூலம் உறுதி செய்ய வேண்டும். தரச் சான்று பெற்ற பின்னரே பட்டியல் தொகை வலங்கப்பட வேண்டும்.

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File No

இந்த நடவடிக்கை பெறப்பட்டமைக்கான ஒப்புதலை உடன் வழங்கவும் கேட்டுக் கொள்ளப்படுகிறது. நிதி விடுவிப்பாணை தனியே பிறப்பிக்கப்படும்.

ളത്ത<del>അ</del>വ് – വങ്ങിക്കിൽ ബിവസ്

ஒம்/– கிரண் குராலா பேரூராட்சிகளின் இயக்குநர்

#### பெறுநர

சம்பந்தப்பட்ட பேரூராட்சி செயல் அலுவலர்கள், (மண்டல பேரூராட்சிகள் உதவி இயக்குநர் அலுவலக வழி)

நகல்

1. அரசு முதன்மைச் செயலர்,

நகராட்சிகள் நிர்வாகம் மற்றும் குடிநீர் வழங்கல் துறை, சென்னை–9. 2. கண்காணிப்பு பொறியாளர், பேரூராட்சிகள் இயக்ககம், சென்னை–28 3. கூடுதல் இயக்குநர் , பேரூராட்சிகள் இயக்ககம், சென்னை–28 4. செயற் பொறியாளர், பேரூராட்சிகள் இயக்ககம், சென்னை–28 5. சம்மந்தப்பட்ட மண்டல பேரூராட்சிகளின் உதவி இயக்குநர்கள்.

6. உ3 இருப்பு கோப்பு

//உத்தரவுப்படி//

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# Directorate of Town Panchayats 2024-25 Abstract

(Rs. In lakh)

SI No	Sector	No. of TPts	No. of Works	Appraised Cost	CGF Share
1	Maintenance of Market	2	2	48.95	48.95
2	Maintenance of Slaughter house	5	5	101.25	101.25
3	Water Supply	5	7	693.20	693.20
4	Storm Water Drain	1	1	55.00	55.00
5	Maintenance of Community Hall	13	13	388.75	388.75
6	Renovation of Cottages	1	2	357.00	357.00
7	Improvement of Bus stand	1	1	29.00	29.00
	Total	28	31	1673.15	1673.15

Sd/- Kiran Gurrala Director of Town panchayat

//By Order//

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#### **Directorate of Town Panchayat**

#### **O&M 2024-25 Maintenance of Market**

#### (Rs.in Lakh)

Si. No.	Name of District	Name of Town Panchayat	Name of work	Appraisal cost	0&M Share 2024-25
1	Thiruvarur	Kodavasal	Maintenance of Fish Market at Kodavasl Town Panchayat.	24.75	24.75
2	Thanjavur	Ammapettai	Renovation of IUDP market at santhaipettai	24.20	24.20
		Total		48.95	48.95

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# Directorate of Town Panchayat

#### **O&M 2024-25 Maintenance of Slaughter House**

(Rs.in iakh)

SI. No.	Name of District	Name of Town Panchavat	Name of work	Appraisal cost	0&M Share 2024-25
1	Thiruvarur	Kodavasal	Maintenance of Slaughter Hou <del>se</del> at Kodavasl Town Panchayat.	25.75	25.75
2	Krishnagiri	Kaveripattinam	Maintenance of Existing Slaughter House near weekly shandy in Kaveripattinam Town Panchayat.	24.00	24.00
3	Dindugal	Thadikombu	Maintenance and repair of slaughter house building at 11th ward M.K.Nagar in Thadikombu Town Panchayat,Dindlgul District.	17.50	17.50
4	Pudukottai	Alangudi	Renovation of slaughter house ward no.6 santhalpettal in Alangudi Town Panchayat.	20.00	20.00
5	Chengalpattu	Thirukalukundram	Repairs and maintenance of existing slaughter house to ward No 14 Masoothi Street in Thirukalukundram Town Panchayat,Chengalpattu district.	14.00	14.00
		Total		101.25	101.25

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# **Directorate of Town Panchayat**

# O&M 2024-25 Maintenance of Water Supply works

SI. No.	Name of District	Name of Town Panchayat	Name of work	Appraisal cost	08M Share 2024-25
1	Erode	Nallampatti	Painting with additional Facilities to the 60,000 Liters capacity OHT 5 nos.at pattatharasiamman kovil street, Masamavour, Naduvalasu, chittampalayam Road (2) in Nallampatti Town Panchayat.	26.40	26.40
2	Salem	Kadayampatty	Revamping of Existing Damaged Water supply GI Pipeline at ward no.1 karattukottal,Ward no.4 kulandai nagar,ward no.6 adhidravidar theru,ward no.7 Boyar theru,ward no.8 pudhu veethi & Nadu veethi,ward no.13 arunthiyar theru in kadayampatty kattuvalavu and dhanishpettai main road in kadayampatty TP	15.70	15.70
3	Salem	Kadayampatty	Maintenance of 2.00LL OHT & 1.00LL at ward no.13,kadayampatti kattuvalavu and 0.60LL OHT at ward no.3,Andikottal in Kadayampatty Town Panchayat.	15.00	15.00
4	Tenkasi	Sivagiri	Replacement of Existing 6 * RCC pumping line to HDPE pipe at Kombal river to 5 lack OHT tank in Sivagiri Town Panchavat in Tenkasi District	180.00	180.00
5	Karur	Uppidamangalam	Construction of 1.00 lakh litre Sump with pump room at Thekkamalai and providing pumping main from kattalai cauvery river Headworks to Thekkamalai	395.00	395.00
6	Kallakurichi	Thiyagadurgam	Repairs to 3.00 lakh litres capacity OHT, compound wall, sump pump room and providing 7.50HP open well submersible motor in existing sump and DI pipeline at Nagammal street and 1.00 Lakh liter OHT	34.80	34.80
7	Kallakurichi	Thiyagadurgam	Construction of compound wall at perlymampattu OHT,Near Boys Higher secondary school OHT and Pukkulam OHT In Thlyagadurgam Town Panchayat	26.30	26.30
			Total	693.20	693.20

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#### **Directorate of Town Panchayat**

#### O&M 2024-25 Reconstruction of Storm Water Drain

#### (Rs. In lakh)

Si. No.	Name of District	Name of Town Panchayat	Name of work	Appraisal cost	0&M Share 2024-25
1	Erode	Athani	Re construction of Storm Water drain at Ward n.11,sathy Bhavani Road to rice mill ward no.11,kamaraj salai 1,2,ward no.10,sathi athani Bhavani Road from shandy to Town Panchayat limit ward no.14,Murugappan kovil sreet and warrd no.4,Thendral nagar opposite road in Athani Town Panchayat.	55.00	55.00
		Total		55.00	55.00

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# Directorate of Town Panchayat

#### O&M 2024-25 Community Hall

(Rs.in lakh)

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SI. No.	Name of District	Name of Town Panchayat	Name of work	Appraisal cost	0&M Shar 2024-25
1	Erode Nasiyanur		Construction of compound wail,Kitchen and Dinning Hall In First Floor at ward no.14,Chinnthan kuttai community hail In	49.00	49.00
2	Erode	Kasipalayam (Gobi)	Nasiyanur Town Panchavat Improvement of community hall at ward no.02 Krishna nagar In kasipalayam(Gobi) Town Panchavat.	18.50	18.50
3	Erode	Modakkurichi	Special Repairs and maintenance to the community hall at ward no.3,kattupalayam in Modakurichi Town panchyat.	32.00	32.00
4			Construction of First Floor for kitchen with Dining Hall to Existing community Hall at Ward no.14,Karukampalayam AD colony in Pethampalayam Town Panchayat.	36.50	36.50
5			Repairs and Maintenance of community Hali at upplinagar ward no. 1 in thirunageswaram Town Panchayat.	20.00	20.00
6	Madurai Alanganallur		Providing Maintenace works and water supply arrangements to Existing Community and construction of Kitchen Room and Dinning Hail at First Floor of Kuravankulam community Hali in ward no.2	21.50	<b>21.50</b> )
7	Erode Ammapettai (Erode)		Maintenance of Community Hall in Ground floor and construction of Dinning Hall in First floor at ward no.7,Vetenary Hospital street community Hail in Ammapettal Town Panchayat.	40.00	40.00
8	Erode Kolappalur		Improvement of community hall at ward no.09 Aruvankurari in Kolappalur Town Panchayats.	19.50	19.50
9	Erode Kugalur		Improvement of community Hall at ward no.9 Girl Nagar in Kugalur Town Panchayts.	24.00	24.00
10	Erode	Pallapa <b>j</b> ayam	Improvement of Community Hall at ward no.1 Thangamedu in Pallapalayam Town Panchayat.	35.00	35.00
11	Erode Nallampatti		Construction of first floor for kitchen with dinning tail in the existing community hall in Nalliampatti Town Panchayat.	41.50	41.50
12	Theni	Thamaraikulam	Renovation of community hall at ward no.12,Annamalai Nagar in Thamaraikulam Town Panchayats.	25.75	25.75
13	Theni	Thamaraikulam	Renovation of community hall at ward no.3,Periyar colony in Thamaraikulam Town Panchayats.	25.50	25.50
		Total		388.75	388.75

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## **Directorate of Town Panchayat**

## O&M 2024-25 Renovation of Cottage

(Rs.in Lakh)

SI. No.	Name of District	Name of Town Panchayat	Name of work	Appraisal cost	0&M Share 2024-25
1	Tenkasi	Courtallam	Reconstruction of main Falls Road cottages Room no.15-4 in courtallam Town Panchayat.	234.00	234.00
2	Tenkasi	Courtallam	Renovation of main fails cottage no.6,6A,7,7A,8,8A,9,9A,10,10A,11,11A,12, 12A,13,13A	123.00	123.00
		Total	-	357.00	357.00
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### **Directorate of Town Panchayat**

### **O&M 2024-25 Maintenance of Bus stand**

(Rs.in Lakh)

SI. No.	Name of District	Name of Town Panchayat	Name of work	Appraisal cost	O&M Share 2024-25
1	Coimbatore	Annur	Improvement of Existing Annur Bus stand at ward no.11 in Annur Town Panchayat.	29.00	29.00
		Total		29.00	29.00

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## **GOVERNMENT OF INDIA MINISTRY OF ROAD TRANSPORT & HIGHWAYS** AN ISO 9001:2008 CERTIFIED MINISTRY

S&R(R) ZONE

IAHE Campus, A-5, Sector-62, Noida-201301.

# F. No. RW/NH-33044/29/2015/S&R(R)

Dated: 22<sup>nd</sup> 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. Manut Kuman

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2.4 It is to be ensured that at no time there is interference with the drainage of the road land and maintenance of the National Highways. Towards this, the top of the utility services shall be at least 0.6 metre 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<sup>73</sup>Organization, Oil Industry Safety C

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Directorate, State/Central Pollution Control Board and any other statutory clearances as applicable, which must be obtained by the Applicant before applying to the Highway Administration.

The application shall be put out in the public domain for 30 days for seeking claims and objections (on grounds of public inconvenience, safety and general public interest). The permission for laying utility services is to be normally granted within 30 days from the day of closure of public objections and claims. If no communication is received from the Highway Administration within 30 days from the day of closure of public objections and claims, the permission shall be deemed to be granted. The initial permission would be valid for a maximum of 5 years at a time, which can thereafter be considered for renewal. On payment of additional fee at the time of renewal, the permission shall automatically be renewed, unless defaults exist. In case of renewal, rate prevailing at the time of renewal shall be charged.

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

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

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

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

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

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

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

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

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

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

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

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

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

c and set need such as pipes ele (late in per in)	
provided in the ducts already provided	Rs 50
<= 300 mm dia/width	Rs 100
> 300 mm dia/width but $<$ =1000 mm	Rs 250
> 1000 mm	Rs 500
Utility services such as towers etc (rate in Rs per sq m)	
(ale in its pet sq ii)	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.

Enclo: As above.

Mouri Kinuar.

` (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"

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 PS to Hon'ble MOS (RTH&S)
 Sr. PPS to Secretary (RT&H)
 PPS to DG (RD) & SS
 PPS to SS&FA
 PS to ADG-I/ ADG-II
 PS to SC (RD) (RD) (RD) (RD) (RD) (RD)

13. PS to JS (T)/ JS (H)/ JS (LA&C)/ JS (EIC)

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# 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.

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Appendix

#### Draft

Enclosure to Ministry of Road Transport & Highways letter No. 33044 / 29 / 2015 /S&R(R) dated 22.11.2016.

## AGREEMENT REGARDING GRANTING OF RIGHT OF WAY PERMISSIONS

# FOR LAYING UTILITY SERVICES ON NATIONAL HIGHWAYS

Agreement to lay Telecom cable / OFC cable / electrical cable / pipe line/ ducts etc.fromtoKm ofland.

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, and M/s \_\_\_\_\_\_, a company registered under the Companies Act, 1956 and having its Registered Office at (hereinafter called the "Licensee") which expression shall unless excluded by repugnant to the context, include his successors/administrator assignees on the second part.

Whereas the Authority is responsible, inter-alia, for development and maintenance of lands in Km ...... to .......of NH No.....RoW.

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

Whereas the Licensee has applied to the Authority for permission to lay utility services from Km \_\_\_\_\_\_ to Km \_\_\_\_\_\_ of road/route up to \_\_\_\_\_\_ and from km \_\_\_\_\_\_ to km \_\_\_\_\_\_ of road/route up to \_\_\_\_\_\_ .

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

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

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.

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- 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 financé, project management, obtaining regulatory approvals & necessary clearances, supply of equipment, material, construction, erection, testing and commissioning, maintenance and operation and all other activities essential or required for efficient functioning of their own utility/ industrial infrastructure facilities.
- 4. The Licensee shall pay license fees @ Rs ...../sq m/month to the Authority. The License fee shall become payable from the date of handing over of RoW land to the Licensee, for laying of utilities/cables/conduits/pipelines for infrastructure/ service provider. As regards Tariff and Terms and conditions for providing common utility ducts along National Highways, there shall be a separate agreement regime.
- 5. Fee shall have to be paid in advance for the period for which permission is granted for entering into a license agreement. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @ 15% per annum compounded annually.
- 6. Present policy of the MoRT&H is to provide a 2.00 m 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. and take of

Executive officer Solo  $\checkmark$ Uppidamangalam Town Panchayat

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- 9. In exceptional cases, where RoW is restricted the utility services can be allowed beneath the carriageway of service road, if available, subject to the condition that the utility services be laid in concrete ducts, which will be designed to carry traffic on top. The width of the duct shall not be less than one lane. In such cases, it also needs to ensure that maintenance of the utility services shall not interfere with the safe and smooth flow of traffic. The cost of operation and maintenance will have to be borne by the Licensee.
- 10. It is to be ensured that at no time there is interference with the drainage of the road land and maintenance of the National Highways. Towards this, the top of the utility services shall be at least 0.6 metre below the ground level. However, any structure above ground shall be aesthetically provided for / landscaped with required safety measures as directed by the concerned Authority;
- 11. The utility services shall be permitted to cross the National Highway either through structure or conduits specially built for that purpose. The casing / conduit pipe should, as minimum, extend from drain to drain in cuts and toe of slope to toe of slope in the fills and shall be designed in accordance with the provision of IRC and executed following the Specifications of the Ministry.
- 12. Existing drainage structures shall not be allowed to carry the lines across.
- 13. The top of the casing/conduit pipe containing the utility services to cross the road shall be at least 1.2m below the top of the sub grade or the existing ground level whichever is lower, subject to being at lease 0.3m below the drain inverts. A typical sketch showing the clearances is given in Attachment-I.
- 14. The utility services shall cross the National Highway preferable on a line normal to it or as nearly so as practicable.
- 15. The casing/conduit pipe for crossing the road may be installed under the road embankment either by boring or digging a trench. Installation by boring method shall be preferred.
- 16. In case of trenching, the sides of the trench should be done as nearly vertical as possible. The trench width should be at least 30 cm. but not more than 60 cms wider than the outer diameter of the pipe. Filling of the trench shall conform to the specifications contained here-in-below or as supplied by the Highway Authority.
  - a. Bedding shall be to a depth not less than 30 cm. It shall consist of granular material, free of lumps, clods and cobbles, and graded to yield a firm surface without sudden change in the bearing value. Unsuitable soil and rock edges should be excavated and replaced by selected material.

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- b. The backfill shall be completed in two stages (i) Side-fill to the level of the top of the pipe (ii) Overfill to the bottom of the road crust.
- c. The side fill shall consist of granular material laid in 15 cm. Layers each consolidated by mechanical tamping and controlled addition of moisture to 95% of the Proctor's Density. Overfill shall be compacted to the same density as the material that had been removed. Consolidation by saturation or ponding will not be permitted.
- d. The road crust shall be built to the same strength as the existing crust on either side of the trench or to thickness and specifications stipulated by the Highway Authority.
- 17. The Licensee shall ensure making good the excavated trench for laying utility services by proper filling and compaction, so as to restore the land in to the same condition as it was before digging the trench, clearing debris/loose earth produced due to execution of trenching at least 50m away from the edge of the right of way;
- 18. All required restoration work subsequent to laying of the cable shall be required to be undertaken by the Licensee at its cost either by itself or through its authorized representative in consultation with the Authority as per predetermined time schedule and quality standards.
- 19. Prior to commencement of any work on the ground, a performance Bank Guarantee @ Rs. per route metre / Rs per sq m with a validity of one year initially (extendable if required till satisfactory completion of work) shall have to be furnished by the Licensee to the Authority/its designated agency as a security against improper restoration of ground in terms of filling/unsatisfactory compaction damages caused to other underground installations/utility services & interference, interruption, disruption or failure caused thereof to any services etc. In case of the Licensee failing to discharge the obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee.
- 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;

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Executive officer Uppidamangalam Town Panchayat

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- 21. The Licensee shall shift the utility services within 90 days (or as specified by the respective Authority) from the date of issue of the notice by the concerned Authority to shift/relocate the utility services, in case it is so required for the purpose of improvement/widening of the road/route/highway or construction of flyover/bridge and restore the road/land to its original condition at his own cost and risk.
- 22. The Licensee shall be responsible to ascertain from the respective agency in coordination with Authority, regarding the location of other utilities /underground installations/ facilities etc. The Licensee shall ensure the safety and security of already existing underground installations/utilities/facilities etc. before commencement of the excavation/using the existing cable ducts. The Licensee shall procure insurance from a reputed insurance company against damages to already existing underground installations/utilities/facilities etc.
- 23. The Licensee shall be solely responsible/ liable for full compensation/indemnification of concerned agency / aggrieved Authority for any direct, indirect or consequential damage caused to them/claims or replacements sought for, at the cost and risk of the Licensee. The concerned agency in co-ordination with Authority shall also have a right make good such damages/ recover the claims by forfeiture of Bank Guarantee.
- 24. If the Licensee fails to comply with any condition to the satisfaction of the Authority, the same shall be executed by the Authority at the cost and risk of the Licensee.
- 25. Grant of License is subject to the Licensee satisfying (a) minimum disruption of traffic and (b) no damage to the highways. As far as possible, the Licensee should avoid cutting 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 authorized representative in consultation with the Authority as per predetermined time schedule and quality standards. In case of the Licensee failing to discharge the obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make 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,

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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 the period it is issued and fee deposited. However, the Authority also has a right to terminate the permission or to extend the period of Agreement.
- 31. That the Licensee shall not undertake any work of shifting, repairs or alterations to the utility services without prior written permission of the concerned agency in co-ordination with the Authority.
- 32. The permission granted shall not in any way be deemed to convey to the Licensee any ownership right or any interest in route/road/highway land /property, other than what is herein expressly granted. No use of NH RoW will be permitted for any purpose other than that specified in the Agreement.
- 33. During the subsistence of this Agreement, the utility services located in highway land / property shall be deemed to have been constructed and continued only by the consent and permission of the Authority so that the right of the Licensee to the use thereof shall not become absolute and indefeasible by lapse of time.
- 34. The Licensee shall bear the Stamp Duty charged on this Agreement.
- 35. Three copies of 'as laid drawings' of utilities (hard and soft copies) with geotagged 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

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 $\propto$ Executive officer

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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 cancellation not shall it be absolved from any liability already incurred.
- 38. The Licensee shall ensure adherence to relevant Indian standards and follow best industry practices, methods and standards for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation, repair and maintenance of any part of the utility lines/industrial infrastructure facilities and which practices, methods and standards shall be adjusted as necessary, to take account of:
  - a. operation, repair and maintenance guidelines given by the manufacturers,
  - b. the requirements of Law,
  - c. the physical conditions at the Site, and
  - d. The safety of operating personnel and human beings.
- 39. The Licensee shall have to provide safety measures like barricading, danger lighting and other necessary caution boards while executing the work.
- 40. While laying utility services, at least one lane of road shall be kept open to traffic at all times. In case of single lane roads, a diversion shall be constructed. If any traffic diversion works are found necessary during the working period such diversion shall be provided at the cost of Licensee.
- 41. After the termination/expiry of the agreement, the Licensee shall remove the utility services within 90 days and the site shall be brought back to the original condition failing which the Licensee will lose the right to remove the utility services. However before taking up the work of removal of utility services the Licensee shall furnish a Bank Guarantee to the Authority for a period of one year for an amount assessed by the Authority as a security for making good the excavated trench by proper filling and compaction, clearing debris, loose earth produced due to excavation of trenching at least 50m away from the edge of the RoW.
- 42. Any disputes in interpretation of the terms and conditions of this Agreement or their implementation shall be referred to the redress mechanism prevailing in the Ministry and the decision of the redress mechanism shall be final and binding on

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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 BE EXECUTED TO THROUGH THEIR RESPECTIVE AUTHORISED REPRESENTATIVES THE DAY AND THE YEAR FIRST ABOVE WRITTEN.

SIGNED SEALED AND DELIVERED FOR AND ON BEHALF OF AUTHORITY.

BY SHRI

(Signature, name & address with stamp)

SIGNED ON BEHALF OF M/S

(LICENSEE)

BY SHRI

(Signature, name & united and stamp Jown Panchayat Karur District.

HOLDER OF GENERAL POWER OF ATTORNEY DATED EXECUTED IN ACCORDANCE WITH THE RESOLUTION NO. DATED PASSED BY HTE BOARD OF DIRECTORS IN THE MEETING HELD ON

IN THE PRESENCE OF (WITNESSES):

And V. Murugalon JA Uppilannyslam TP On Course R. Korusson D. Upsidangelan T.J

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## FIGURE-1 INSTALLATION OF CASING PIPE FOR CROSSING THE ROAD

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0         KAVIL STREET         260 Square Feet         2695 Square Feet         Residential Class II Type-1         01-Jul-2024           1         KOVAKKULAM         300 Square Feet         2500 Square Feet         2500 Square Feet         01-Jul-2024         01-Jul-2024           10         KOVAKKULAM         300 Square Feet         2500 Square Feet         2500 Square Feet         2500 Square Feet         2500 Square Feet         01-Jul-2024           10         KOVAKKULAM         300 Square Feet         2500 Square Feet         2500 Square Feet         2500 Square Feet         01-Jul-2024           Stamp Vandor         Bearth Vand         National Foot         Residential Class II Type - I         01-Jul-2024           Stamp Vandor         Bearth Vand         National Poot         Residential Class II Type - I         01-Jul-2024           Stamp Vandor         Duly and Fees         Duly and Fees         Class II Type - I         01-Jul-2024           Stamp Vandor         Buly and Fees         Until Interface Fool         State Residential Class II Type - I         01-Jul-2024           State Namual         User Manual         User Manual         User Manual         Opter Security Indeet         Poot           State Namual         User Manual         User Manual         Opter Security Manual         Opter Security Polo	0         KaNL STREET         200 Square Feet         Residential Class II Type-1         01-Jul-2024           0         KONKKULAM         300 Square Feet         230 Square Feet         230 Square Feet         230 Square Feet         230 Square Feet         01-Jul-2024           10         KONKKULAM         200 Square Feet         230 Square Feet         230 Square Feet         230 Square Feet         01-Jul-2024           10         KonkKULAM         205 Square Feet         230 Square Feet         200 Square Feet         200 Square Feet         01-Jul-2024           11         KonkKULAM         205 Square Feet         200 Square Feet         200 Square Feet         200 Square Feet         01-Jul-2024           11         Konk         Manu         Residential Class II Type-1         01-Jul-2024         -           11         Konk         Manu         Residential Class II Type-1         01-Jul-2024         -           12         Same         Residential Class II Type-1         01-Jul-2024         -         -           12         Same         Residential Class II Type-1         01-Jul-2024         -         -           13         Same         Residential Class II Type-1         01-Jul-2024         -         -           14         Residential Class	International         Solutional         Solutional         Solutional         Residential Class II Type - 1         01-Jul-2024           1         0         KOVAKKULAM         300 Square         Residential Class II Type - 1         01-Jul-2024           1         0         KOVAKKULAM         300 Square         Residential Class II Type - 1         01-Jul-2024           1         0         KOVAKKULAM         239 Square Feet         2300 Square         Residential Class II Type - 1         01-Jul-2024           1         0         Kovaktik         Zasu Square Feet         2300 Square         Residential Class II Type - 1         01-Jul-2024           1         Nathout         Residential Class II Type - 1         01-Jul-2024         Class II Type - 1         01-Jul-2024           1         Dity and Fees         Zasu Square Feet         Zasu Square Feet         2300 Square         Residential Class II Type - 1         01-Jul-2024           1         Residential Class II Type - 1         D1-Jul-2024         Class Monton         Class Monton           1         Residential Class II Type - 1         D1-Jul-2024         Class Monton         Class Monton           1         Residential Class II Type - 1         D1-Jul-2024         Class Monton         Class Monton           1         Resi	8     KAVAL STREET     250/ Square Feet     2895/ Square Reside       9     KOVAKKULAM     300/ Square Feet     295/ Square Reside       10     KOVAKKULAM     235/ Square Feet     233/ Square Reside       10     KOVAKKULAM     235/ Square Feet     2530/ Square Reside       11     Buth and Fees     Charter     Cruares       11     Safe and Ethica Not     Charter       11     Safe and Ethica Not     Charter       11     Tamilade Blockchain     Policy	Go Bac	01-Jul-2024 01-Jul-2024 01-Jul-2024 Legal	
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10         KOVAKKULAM         256/ Square Feet         Z530/ Square Feet         Z530/ Square Feet         Residential Class III Type-1         01-Jul-2024           Frees         National Pointal         Buty and Fees         Down Notaci         External Linuts         Imformation           Stamp Vendor         Buty and Fees         Down Notaci         External Linuts         Linuts         Imformation           Stamp Vendor         Duty and Fees         Citizen         Uutility Forms         National Portal         External Linuts         Imformation           Stamp Vendor         Duty and Fees         Citizen         Uutility Forms         National Portal         Imformation           Stamp Vendor         Duty and Fees         Citizen         Uutility Forms         Rober Residence         External Linuts         Imformation           Stamp Vendor         Duty and Fees         Citizen         Uutility Forms         Coper Residence         Imformation           Society         Tell me How         Lethat Font         Coper Research Index         Proversidence           Kin funds         Tell me How         Lethat Font         Coper Research Index         Proversidence           Kin funds         Tell me How         Lethat Font         Coper Research Index         Proversidence           Maria	10         EXENTICIANT         2334 Square         Readential Class III Type-1         0-Lui-2024           Re Sarvices         Sarvices         Readential Class III Type-1         0-Lui-2024           Re Sarvices         Sarvice         Duty and Readential Class III Type-1         0-Lui-2024           Re Sarvices         Sarvice         Duty and Readential Class III Type-1         Conditions         No.           Re Sarvices         Sarvice         Duty and Fees         Duty and Fees         Conditions         No.           Re Conditions         Duty and Fees         Duty and Fees         Duty Formation         Advience         Advience           Re Conditions         Duty and Fees         Duty and Fees         Duty Formation         Advience         Advience           Re Conditions         Duty and Fees         Duty Formation         Duty Formation         Advience         Advience           Re and Ethical         Duty and Death         Electonic/Digital Signature         Reporting Foldory         More conditions         Not On Sentone High Read. Chema- Readential Read. Chema- Readential Read. Advience           Re and Ethical         The Advience         Conditions         Not On Sentone High Read. Chema- Read and Chellon         Advience           Re and Ethical         The Advience         Conditons         More Readvich (	10         EXEMUNITY HARZONSTI, ARREADED         233V Square         Residential Class III Type - 1         01-Juit 2024           e1 Sarrvices         Sarrch Harzonsti, Sarrohew         Duty and Duty and Fees         Duty and Context         Context	10     KOVAKKULAM     235/ Square Feet     2530/ Square     Reside       Invices     Search     Duty and     Exercise     Duty and       Stamp Vendor     Stamp Vendor     Low n/o att     Duty and       Stamp Vendor     Fees     Utility Forms     Duty and       Stamp Vendor     Fees     Citizen     Utility Forms       Stamp Vendor     Fees     Citizen     Utility Forms       Stamp Vendor     Fees     Citizen     Utility Forms       Stamp Vendor     Duty and Fees     Citizen     Utility Forms       Scotety     Duty and Fees     Citizen     Utility Forms       Society     Duty and Fees     Citizen     Utility Forms       Society     Duty and Fees     Citizen     Utility Forms       Marriage     Tell me How     Latha Fort     Typewriter Interface Tool       Marriage     Marriage     Typewriter Interface Manual     Rupee Symbol       Marriage     Safe and Ethical AI     Endity Auarteness     Safe and Ethical AI       Firm     Firm     Policy     Policy	Go Bac	01-Jul-2024 Legal Information	
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