भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)

NATIONAL HIGHWAYS AUTHORITY OF INDIA

(Ministry of Road Transport and Highways, Govt. of India)

क्षेत्रीय कार्यालय / REGIONAL OFFICE

र्इ-2/167, अरेरा कॉलोनी, हबीबगंज रेल्वे स्टेशन के पास, भोपाल (म.प्र.) 462016 E-2/167, Arera Colony, Near Habibganj Railway Station, Bhopal (M.P.) 462016

दूरभाष/Phone: 0755-2426638, फैक्स /Fax: 0755-2426698, ई-मेल/E-mail: robhopal@nhai.org

NHAI/RO-MP/IND/ROL/Reliance/NH-3/Birgod/2020/4/559

Date: 30.12.2020

भारतमाला प्रगति के पथ पर अग्रसर

BHARATMALA

ROAD TO PROSPERITY

To

Authorized Signatory, M/s Reliance BP Mobility Limited, Registered Office, 3rd Floor, Maker Chambers IV, 222, Nariman Point, Mumbai-400021

Sub: Four laning of Biaora to Dewas Section from km 426+100 to km 566+450 of NH-3 in the State of Madhya Pradesh under NHDP Phase-IV in BOT (Toll) basis on DBFOT pattern - Proposal for construction of an approach road & slab culvert for proposed retail outlet of Reliance BP Mobility Ltd. on New NH-52 (Old NH-3) at Ch. 323.116 RHS, Khasra No. 248/1/1, 248/1/2, 248/2/1 & 248/2/2, Village-Birgod, Tehsil-Tonk Khurd & Distt.-Dewas in the State of Madhya Pradesh-Issuance of Provision Permission for Access in accordance with Ministry's guidelines dated 26.06.2020 issued by MoRT&H under provision of section 28 & 29 (Chapter IV) and Section 38 (Chapter VI) of Control of National Highway (Land & Traffic) Act, 2002-Reg.

Ref:

- 1. M/s Reliance BP Mobility Limited letter no. NHAI/NOC/BIRGOD/02 dated 04.12.2020.
- 2. This office letter no. NHAI/RO-MP/IND/ROL/Reliance/NH-3/Birgod/2020/40981 dated 09.11.2020.
- 3. PD, PIU-Indore letter no. NHAI/PIU/IND/B-D/ROL/Birgod/2020-21/1308 dated 22.10.2020.
- 4. M/s Reliance BP Mobility Limited letter no. NHAI/NOC/BIRGOD/01 dated 11.08.2020.
- 5. MoRT&H Guide line / Norms No. RW/NH-33032/01/2017-S&R(R) Dated 26.06.2020.

Sir,

Please refer above mentioned letters on the "Proposal for construction of an approach road & slab culvert for proposed retail outlet of Reliance BP Mobility Ltd. on New NH-52 (Old NH-3) at Ch. 323.116 RHS, Khasra No. 248/1/1, 248/1/2, 248/2/1 & 248/2/2, Village-Birgod, Tehsil-Tonk Khurd & Distt.-Dewas in the State of Madhya Pradesh".

- 2. As certified by your office, Independent Engineer of the project & Project Director, PIU-Indore, NHAI that the proposal fulfills all the conditions/norms of Ministry's circular no. RW-NH-33032/01/2017-S&R(R) dated 26.06.2020. The Competent Authority has approved the proposal "In-principle" and "Provisional Permission for Access" is issued in accordance with Ministry's guidelines dated 26.06.2020 issued by MoRT&H under provision of section 28 & 29 (Chapter IV) and Section 38 (Chapter VI) of Control of National Highway (Land & Traffic) Act, 2002 subject to following conditions:
- (a) Oil company/owner shall be responsible for the construction and maintenance of deceleration/acceleration lanes, channelizers, drainage arrangement, drinking water and toilet facilities, signs and markings in accordance with the approved layout specifications conforming to these norms, at his own cost.

प्रधान कार्यालय : जी 5 एवं 6, सेक्टर 10 द्वारका, नई दिल्ली-110075 दूरभाष : 91-11-2507 4100/2507 4200 वेबसाइट : http:\\www.nhai.org

- (b) As per the approved layout the Toilet Unit shall be provided at a standalone location within the Retail Outlet premises duly equipped with lighting, Water and requisite cleaning accessories etc. A separate access to all road users of National Highways with traffic Signages for availability of toilet facility on NH may be provided and are kept open round the clock.
- (c) The drinking water and toilet facilities shall be accessible to the public round the clock. In order to inform the public about these, a display board showing availability of such facilities shall be installed before the entry to the Fuel Station.
- (d) The Oil Company will remove/shift the trees and utilities, if existing, at its own cost on the proposed site & access road after taking the prior approval of Competent Authority as per prevailing rules & norms.
- The Oil Company/Owner may construct the Fuel Station along with its access as per approved drawings at their own cost within 12 months of the issue of Provisional Permission of Access. Highway Administration may grant 1 year time extension to the validity of Provisional permission for access based on justification for delay submitted by applicant. After the construction as per approved drawings and within the allowed time for construction the applicant may apply for issue of final permission for access. The final approval shall be granted by Highway Administration after the comments of the Proposing Authority (PD-PIU, Indore-NHAI) confirming the satisfactory completion of construction of retail outlet as per approved drawings and License deed may be signed by the Competent Authority (i.e. Highway Administration).
- (f) The concerned Oil Company would be allowed to energize the fuel station only after the Final approval i.e. after Signing of the License Deed by Highway Administration. In the event the Fuel Station is energized without seeking Final approval (Final NOC) and before signing of the License Deed, necessary action may be initiated against the Applicant as per MoRTH Policy Guideline dated 26.06.2020 and Control of National Highway (Land & Traffic) Act, 2002, including but not limited to cancellation of Provisional Permission for Access/ In principle approval.
- The fees of Rs 20,000 has been deposited vide Ref No. 1611200003365 dated 16.11.2020 and a Bank Guarantee No. 5526615936 dated 27.11.2020 valid up to 31.08.2023 (towards successful completion of the access roads) has been submitted by applicant. The BG shall be released by the Highway Administrator within 30 days of the grant of the regular access permission. In case the construction is not completed even within the extended period, the Highway Administration may encash the Bank Guarantee.
- (h) The License Deed will be processed after submission and verification of License Fee and realization in Ministry's account and completion of construction of Retail Outlet as per approved drawings with certification in this regard by the concerning Highway Administrator.
- (i) In case the sitting of proposed Retail Outlet is not found in accordance with the RW-NH-33032/01/2017-S&R(R) dated 26.06.2020 and as per the approved drawings the permission shall **stand cancelled**, and the NHAI shall not be responsible for any claim/damage/loss to the Oil Company or any person.

(j) The Highway Administration always reserves the right to carry out inspection for checking any deviations from the prescribed/approved norms after signing of the License Deed. Wherever any default/ deviation is observed during inspection of the Highway or otherwise by the field level, such officer shall point out such default/ deviation to the concerned party, advising/ instructing him to rectify such deviation/default within a period of 60 days. Failure to rectify the identified deficiencies within the prescribed time would lead to de-energization of the fuel station by the concerned Oil Company and access of such fuel station/property to the Highway shall be cut-off. The access would be restored only upon complete rectification at the cost of the defaulting party and on the authorization by the authorized Highway Administration. In such cases, appropriate action shall also be taken against the Proposing Authority who certified the completion of access as per approved drawings.

This issues with the approval of Regional Officer, NHAI Cum Highway Administration.

(R.K. Gupta) DGM (Tech.)

Copy to:

- (i) The Regional Officer (MoRT&H), 2nd floor, Nirman Bhawan, Arera Hills, Bhopal–462004-Please find enclosed herewith the receipt Rs 20,000 deposited vide Ref No. 1611200003365 dated 16.11.2020 for kind information please.
- (ii) The Collector, Dewas (MP) for kind information please.
- (iii) The Project Director, NHAI, PIU-Indore (MP)-Please find enclosed herewith the approved layout and drawing along with the Original BG No 5526615936 dated 27.11.2020.

RELIANCE BP MOBILITY LIMITED

CIN: U50100MH2015PLC327401

Ref:-NHAI/NOC /BIRGOD/02

To

The Regional Officer,
National Highway Authority of India,
HIG-5/3, Arera Colony, Near Ganesh Mandir,
Near Old Habibgani Naka, Bhopal M.P.



Date: 4/Dec/2020

Sub: Proposal for the construction of an approach road & Slab Culvert for proposed retail outlet of **RELIANCE BP MOBILTY Limited** at Km 323:116(323.086 - 323.146) abutting on (RHS) road section of Old NH-3(New NH-52) at Kh.No. 248/1/1, 248/1/2,248/2/1 & 248/2/2,Village.- BIRGOD, Tehsil TONK KHURD Dist.-DEWAS, MADHYA PRADESH.

Dear Sir,

With reference to the letter No NHAI/RO-IND/ROL/Reliance/NH-3/Birgod/2020/40981 dated 9-Nov-2020, please find attached is the BG and the Bharatkosh receipt of 20000/- as per policy guideline dated 26-Jun-2020.

Request you to kindly proceed further and issue us the NOC for construction of an approach road & Slab culvert for proposed retail outlet of Relinace BP Mobility Limited.

Thanking you,

Yours' truly,

For RELIANCE BP MOBILTY Limited (M.P.)

Citibank N. A. Nirmal Building, Ground Floor, South Wing, Nariman Point, Mumbai - 400 021, India. T +91 22 6733 2138 +91 22 6733 2139



Date: 27-Nov-2020

To,

REGIONAL OFFICE, NHAI
NATIONAL HIGHWAYS AUTHORITY OF INDIA, MINISTRY OF ROAD TRANSPORT AND
HIGHWAYS, GOVT. OF INDIA , E-2/167, ARERA COLONY, NEAR HABIBGANJ
RAILWAY STATION,
BHOPAL, M.P.

Dirioi Ac, IVII

462016

Dear Sir,

Sub: Our Bank Guarantee No 5526615936 dated 27-Nov-20 for INR 250,000.00 favoring yourselves, on account of RELIANCE BP MOBILITY LIMITED

We confirm having issued the above guarantee on 27-Nov-20 favoring yourself, on account of RELIANCE BP MOBILITY LIMITED validity and claim validity being 31-Aug-23 and 31-Aug-23 respectively

We also confirm that the officers who have signed the above guarantee have got the requisite power to sign on behalf of the bank.

For CITIBANK N.A. MUMBAI

> NIRMAL VORA Officer, TTS Operations, Citibank N. A., Emp. No. 136919

Authorized Signature



महाराष्ट्र MAHARASHTRA

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प्रधान मुद्रांक कार्यालय, मुंबई प.म.ति क ८००००६

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सक्षम अधिकारी

श्री. दि. क गवड़ी

BANK GUARANTEE NO.5526615936 DATED November 27, 2020

To,

Regional Office,

National Highways Authority of India,

Ministry of Road Transport and Highways, Govt. of India E-2/167, Arera Colony, Near Habibganj Railway Station,

Bhopal, M.P. - 462016

Phone: 0755-2426638

Fax: 0755-2426698

E-Mail: robhopal@nhai.org

Sir,

1. In consideration of License for the use of National Highway land/ Agreement to construct an approach/access road in respect of Retail outlet of M/s Reliance BP

Bank Guarantee No: 5526615936 Dated: November 27, 2020 Barsheet No. 86710 Citibank N.A., Mumbai Page 1 of 5

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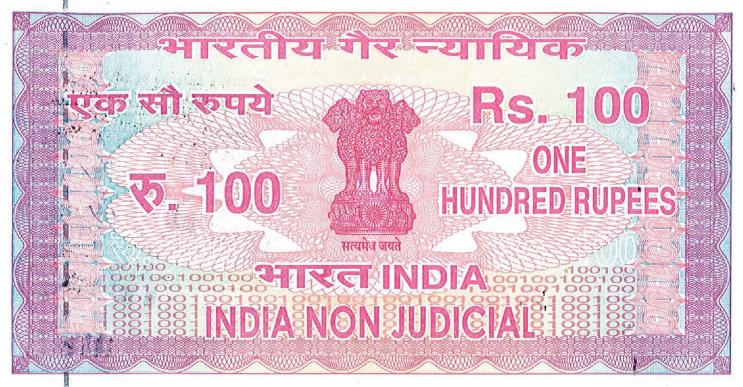
प्रधान मुद्रांक कार्यालय, मुंबई प.म.ति क ८००००६ १ ३ ०८७ २०२० सक्षम अधिकारी

शी. दि. क गवा

Mobility Limited (M/s RBML), at New NH-52 (Old NH-3), Ch. 323.116, RHS, Survey/Khasra No.248/1/1, 248/1/2, 248/2/1 & 248/2/2, Village-Birgod, Tehsil-Tonk Khurd & District-Dewas, in the state of Madhya Pradesh. We, Citibank, N.A. India Branches, a national banking association duly constituted and in existence in accordance with the laws of the United States of America now in force, having its principal office in India at First International Financial Centre - II (FIFC -II) G Block, Plot C - 54 & 55, Bandra Kurla Complex Bandra (E), Mumbai 400051 and, for the purposes of this Guarantee, acting through its branch, where all claims will be payable, namely Citibank, N.A. Mumbai branch presently situated at Ground Floor, Nirmal Building, Barrister Rajni Patel Marg, Nariman Point, Mumbai - 400021(hereinafter referred to as "Citibank" or "Bank" or "Guarantor" which term shall mean and include, unless repugnant to the context or meaning thereof, its successors and permitted assigns), hereby undertake to pay the principal an amount not exceeding Rs.2,50,000/-(Rupees Two Lakh Fifty Thousand Only) against any loss or damage caused to or suffered or would be suffered by the principal, by reasons of any breach of the terms or conditions contained in the said agreement.

Bank Guarantee No: 5526615936 Dated: November 27, 2020 Barsheet No. 86710 Citibank N.A., Mumbai Page 2 of 5

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प्रधान मुद्रांक कार्यालय, मुंबई प.म.लि.क. ८००००६ 1 3 OCT 2020

सक्षम अधिकारी

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2. We, Citibank, do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a written demand stating that amount claimed is on account of non-compliance of any of the conditions of "in-principle" access permission granted by Ministry of Road Transport and Highways. However, our liability under this guarantee shall be restricted to Rs.2,50,000/-(Rupees Two Lakh Fifty Thousand Only). We undertake to pay the principal any money so demanded under this guarantee notwithstanding any dispute or disputes raised by the Oil/Gas Companies/applicants/ Property owners in any suit or proceeding pending before any court or tribunal relating there our liability under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under and the Oil/Gas Companies/applicants/ Property owners shall have no claim against us for making such payments.

Bank Guarantee No: 5526615936 Dated: November 27, 2020 Barsheet No. 86710 Citibank N.A., Mumbai Page 3 of 5 जोडपत्र-१ Annaxua किए जो विश्व कि किए सिन्द्रिक विकास वेगान्याचे नाव है किए जो कि विकास वेगान्याचे रिकासी कि वही उस्त कि कि वही क

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- 3. We, Citibank further agree that the guarantee herein contained shall remain in full force and effect during the period would be taken for the performance of said agreement and that it shall be continued to be enforceable till all the dues of the principal under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged and till the principal, certify that the terms and conditions of the said agreement have been fully and properly carried out by the said Oil/Gas Companies/applicants/ Property owners and accordingly discharges this guarantee or till 31.08.2023 (, whichever is earlier, we shall be discharged from our liabilities under this guarantee thereafter.
- 4. The guarantee will not be discharged due to the change in the constitution of the bank or of the Oil/Gas Companies/applicants/ Property owners.
 - 5. The bank hereby confirms that it is on the SFMS (Structural Financial Messaging Systems) platform & shall invariably send confirmation of this bank Guarantee to the designated bank of Ministry of Road Transport & Highways as per the details given below:

SrNo.	Particulars	Details
1	Name of Beneficiary	National Highways Authority of India
2	Name of Bank	Canara Bank
3	Account Number	1471201001629
4	IFSC Code	CNRB0001471
5	Branch Name	Arera Colony, Bhopal (Madhya Pradesh)

- 6. This Guarantee shall be operatable at our Citibank N.A Ground Floor, Nirmal Building, Barrister Rajni Patel Marg, Nariman Point, Mumbai 400021 from whom, confirmation regarding the issue of the guarantee or extension renewal thereof if any, at bank's option, shall be made available on written demand, in the contingency of this guarantee being invoked and payment there under claimed the said branch shall accept such invocation letter and make payment of amount so demanded under the said invocation.
- 7. This bank guarantee is valid until 31.08.2023

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted Rs. 2,50,000/-(Rupees Two Lakh Fifty Thousand Only)and shall be valid up to 31.08.2023 and we are liable to pay the guaranteed amount or any part thereof under this guaranteed amount only and only if you serve upon a claim or demand in writing on or before 31.08.2023

Please note that you may, if you so require, independently seek confirmation with Citibank N.A Ground Floor, Nirmal Building, Barrister Rajni Patel Marg, Nariman Point, Mumbai - 400021, that this Guarantee has been duly and validly issued.

Notwithstanding anything to the contrary contained herein, the liability of Citibank N.A., this guarantee is restricted to a maximum total amount of Rs. 2,50,000/-(Rupees Two Lakh Fifty Thousand Only). Our guarantee shall remain in force until 31.08.2023.

Our liability pursuant to this guarantee is conditional upon the receipt of a valid and duly executed written claim, in original, by Citibank N.A Ground Floor, Nirmal Building, Barrister Rajni Patel Marg, Nariman Point, Mumbai - 400021, delivered by hand, courier or registered post, prior to close of banking business hours on 31.08.2023 failing which all rights under this guarantee shall be forfeited and Citibank, N.A., shall stand absolutely

Bank Guarantee No: 5526615936 Dated: November 27, 2020 Barsheet No. 86710 Citibank N.A., Mumbai Page 4 of 5 and unequivocally discharged of all of its obligations hereunder. This Guarantee shall be governed by and construed in accordance with the laws of India and competent courts in the city of Mumbai shall have exclusive jurisdiction.

Kindly return the original of his guarantee to Citibank N.A Ground Floor, Nirmal Building, Barrister Rajni Patel Marg, Nariman Point, Mumbai - 400021, upon the earlier of (a) its discharge by payment of claims aggregating to Rs. 2,50,000/-(Rupees Two Lakh Fifty Thousand Only) (b) fulfillment of the purpose for which this guarantee was issued; or (c) 31.08.2023.

All claims under this guarantee will be made payable at Citibank N.A Ground Floor, Nirmal Building, Barrister Rajni Patel Marg, Nariman Point, Mumbai - 400021.

FOR CITIBANK N.A. MUMBAI BRANCH

AUTHORISED SIGNATURE

NIGEL FERNANDES Officer, TTS Operations, Citibank N.A., Emp. No. 982019 FOR CITIBANK N.A. MUMBAI BRANCH

AUTHORISED SECNATURE

Authorised Signatory Citibank N. A., Mumbai. Emp. No. 12866



bharatk@sh.gov.in Government of India Receipt Portal

RECEIPT

Transaction Ref.No. 1611200003365

Dated: Nov 16 2020 3:31PM

Received from <u>MS./MRS. KHURANA FILLING STATION</u> with Transaction Ref.No. <u>1611200003365</u>

<u>Dated Nov 16 2020 3:31PM</u> the sum of <u>INR 20000 (Twenty Thousand Only)</u> through Internet based Online payment in the account of

<u>Processing fee for permission to access to NH,</u>, <u>323.116 NH-52,Vill BIRGOD,</u> <u>TONKKHURD Dist DEWAS Reliance BP</u>

Disclaimer:- This is a system generated electronic receipt, hence no physical signature is required for the purpose of authentication

Printed On: 04-12-2020 04:31:43

Courtesy:- Controller General of Accounts



bharatkosh.gov.in

Government of India Receipt Portal

RECEIPT

Transaction Ref.No. 0512200002367

Dated: Dec 5 2020 12:59PM

Ref.No. 0512200002367 Received from MS./MRS. KURANA FILLING STATION with Transaction

Dated Only) through Internet based Online payment in the account of Dec 5 2020 12:59PM the sum of INR 250000 (Two Lakhs Fifty Thousand

DEWAS Reliance BP permission for retail outlet fee, , Ch 323.116 Vill.BIRGOD Teh.TONK KHURD Dist

is required for the purpose of authentication Disclaimer:- This is a system generated electronic receipt, hence no physical signature

Printed On: 05-12-2020 01:3:49