

मुख्य अभियंता (या0) का कार्यालय

पथ निर्माण विभाग, झारखण्ड

प्रथम तल, अभियंत्रण छात्रावास सं0-2, धुर्वा, राँची-834004

पत्रांक : मु0अभि0(या0)/01-विविध-NOC-18/2018-

1204 (2019) दिनांक : 12-07-19

सेवा में,

e-Mail /
FAX

अधीक्षण अभियंता,
पथ निर्माण विभाग,
पथ अंचल, चाईबासा।

विषय : Permission for laying Power Cables along/across Adityapur-Kandra & Kandra Chowka Main Road between Usha More, Gamharía to Kandra Petrol Pump, Kandra (Seraikela).

प्रसंग : आपका पत्रांक : 474(अनु0) दिनांक : 06.07.2019

महाशय,

उपर्युक्त विषयक प्रासंगिक पत्र द्वारा प्राप्त प्रस्ताव के आलोक में Utility Laying हेतु Online Application के निमित्त website में Technical Problem रहने/Non-Operational रहने के फलस्वरूप आधारभूत संरचनाओं के विकास में विलम्ब को दृष्टिगत रखते हुए कार्यहित में विषयाधीन कार्य हेतु मात्र औपबन्धिक अनुमति निम्न शर्तों के अधीन दी जाती है :-

- (1) Utility Laying हेतु Online Application के निमित्त website के Operational हो जाने के उपरान्त विषयांकित कार्य हेतु नियमित NOC, Online प्राप्त कर लिया जायेगा।
- (2) विभागीय संकल्प ज्ञापांक : 6578(एस)डब्ल्यू.ई. दिनांक : 10.09.2012 एवं संकल्प ज्ञापांक : 2262(एस) दिनांक : 24.04.2017 में निहित निर्देश का पूर्णतः अनुपालन किया जाय।
- (3) विभागीय संकल्प ज्ञापांक : 2262(एस) दिनांक : 24.04.2017 में उक्त हेतु निर्धारित समुचित राशि का उदग्रहण User Agency से किया जायगा।
- (4) झारखण्ड राजमार्ग अधिनियम-2005 एवं तत्पश्चात् झारखण्ड राजमार्ग (संशोधन) अधिनियम-2011 में वर्णित तकनीकी विशिष्टियों का अक्षरशः अनुपालन किया जाय।
- (5) JARDCL के पत्रांक : 04906 दिनांक : 07.05.2019 में उक्त हेतु निहित परामर्श/शर्त का पूर्णतः अनुपालन किया जायगा।
- (6) सड़क सुरक्षा संबंधी सभी उपाय यथा, अस्थायी डाईवर्सन निर्माण, signage इत्यादि एवं पथ को अपने मूल रूप में पुनर्स्थापन में होने वाले लागत का वहन User Agency को करना होगा।
- (7) उक्त कार्य JARDCL एवं कार्यपालक अभियंता, पथ प्रमण्डल, सरायकेला-खरसांवा के निर्देशानुसार उनके पर्यवेक्षण में कराया जायगा।

अनु0 : यथोक्त

विश्वासभाजन,

12/7/19

(मदन कुमार)

मुख्य अभियंता (या0)

पथ निर्माण विभाग, झारखण्ड, राँची।

Ali

कृ०पू०उ०
14/7/19 (M.K. & A.P.A.)
DGM External Power Business
Power Services Division
JUSEO LTD.

ज्ञापांक : 1204

प्रतिलिपि : JUSCO Ltd., Sackhi Boulevard Road, Northern Town, Jamshedpur को सूचनार्थ एवं आवश्यक कार्रवाई हेतु प्रेषित।

दिनांक : 12-07-19

(Handwritten Signature)
(मदन कुमार)

मुख्य अभियंता (या0)

पथ निर्माण विभाग, झारखण्ड, राँची।

ज्ञापांक : 1204

प्रतिलिपि : JARDCL, 443/A, Road No.-05, Ashok Nagar, Ranchi-834002 को सूचनार्थ एवं आवश्यक कार्रवाई हेतु प्रेषित।

दिनांक : 12-07-19

(Handwritten Signature)
(मदन कुमार)

मुख्य अभियंता (या0)

पथ निर्माण विभाग, झारखण्ड, राँची।

ज्ञापांक : 1204

प्रतिलिपि : कार्यपालक अभियंता, पथ निर्माण विभाग, पथ प्रमण्डल, सरायकोला-खरसावा को सूचनार्थ एवं आवश्यक कार्रवाई हेतु प्रेषित।

दिनांक : 12-07-19

(Handwritten Signature)
(मदन कुमार)

मुख्य अभियंता (या0)

पथ निर्माण विभाग, झारखण्ड, राँची।

ज्ञापांक : 1204

प्रतिलिपि : मुख्य अभियंता, केन्द्रीय निरूपण संगठन, पथ निर्माण विभाग, झारखण्ड, राँची को सूचनार्थ एवं आवश्यक कार्रवाई हेतु समर्पित।

दिनांक : 12-07-19

(Handwritten Signature)
(मदन कुमार)

मुख्य अभियंता (या0)

पथ निर्माण विभाग, झारखण्ड, राँची।

ज्ञापांक : 1204

प्रतिलिपि : अभियंता प्रमुख, पथ निर्माण विभाग, झारखण्ड, राँची को सूचनार्थ एवं आवश्यक कार्रवाई हेतु समर्पित।

दिनांक : 12-07-19

(Handwritten Signature)
(मदन कुमार)

मुख्य अभियंता (या0)

पथ निर्माण विभाग, झारखण्ड, राँची।

Ali

(Handwritten Signature)
14/07/19
(M K PANDAY)

DGM External Power Business
Power Services Division
JUSCO LTD.

**GOVERNMENT OF JHARKHAND
DEPARTMENT OF ROAD CONSTRUCTION**

NOC for Laying of 33 kv Power Cables along/across Kandra-Seraikella main road from Padampur to Baliguma village under Gamharia Block of Seraikella District.

The licensee Malay Kumar Panda, Deputy General Manager, External Power Business, Power Service Station, JUSCO Ltd, Jamshedpur, Jharkhand has applied to the Government for permission to lay 33 kv Power Cables along/across Kandra-Seraikella main road from Padampur to Baliguma village under Gamharia Block of Seraikella District under the jurisdiction of Executive Engineer, RCD, Road Division, Saraikela-Kharsawan.

The Government has agreed to grant such permission on the terms and conditions contained herewith. The resolutions issued vide Memo No. 6578(S)WE, Dated :10.09.2012, Memo No. 1861(S) Dated : 07.03.2013 and Memo no. 2262(S), dated:24.04.2017 by the Road Construction Department, Govt. of Jharkhand shall be part of this permission.

The Executive Engineer, Road Division, Saraikella-Kharsawan shall execute an agreement with the licensee/licensees before installation /laying of the said utility line by the licensee/licensees.

Enclosed: Copy of terms and conditions

AK
29/09/18

(Authorized Signatory)
On behalf of Governor of Jharkhand
Chief Engineer (Communication),
Road Construction Department,
Government of Jharkhand.

Panda
14/11/19
CMC PANDA

DGM External Power Business
Power Services Division
JUSCO LTD.

Terms & Conditions

1. झारखण्ड राजमार्ग अधिनियम-2005 एवं तत्पश्चात झारखण्ड राजमार्ग संशोधित अधिनियम-2011 में वर्णित तकनीकी विशिष्टियों का अक्षरशः अनुपालन किया जायेगा।
2. विभागीय संकल्प सं0-6578(S)WE दिनांक 10.09.2012, संकल्प सं0-1861(S) दिनांक 07.03.2013 एवं संकल्प सं0-2262(S) दिनांक 24.04.2017 में निहित निर्देश का पूर्णतः अनुपालन किया जाएगा।
3. विभागीय संकल्प सं0-2262(S) दिनांक 24.04.2017 में उक्त हेतु निर्धारित समूचित राशि का उदग्रहण User Agency से किया जायेगा।
4. JARDCL, Ranchi के पत्रांक 04680 दिनांक 07.05.208 में उक्त हेतु निहित परामर्श का पूर्णतः अनुपालन किया जाएगा।
5. सड़क सुरक्षा संबंधी सभी उपाय यथा अस्थायी Diversion निर्माण इत्यादि एवं Restoration of Road to its original condition में निहित राशि का वहन User Agency को करना होगा।
6. उक्त कार्य कार्यपालक अभियंता, पथ प्रमंडल, सरायकेला-खरसावाँ के निर्देशानुसार उनके पर्यवेक्षण में कराया जायेगा।

Handwritten signature

(मदन कुमार)

मुख्य अभियंता (या0)

पथ निर्माण विभाग, झारखण्ड, राँची।

Handwritten signature
14/11/19
C M IC PANDA

DGM External Power Business
Power Services Division
JUSCO LTD.

कार्यपालक अभियंता का कार्यालय,
पथ निर्माण विभाग, पथ प्रमंडल, सरायकेला-खरसावाँ ।

पत्रांक..... 898

सरायकेला/दिनांक..... 24/6/2016

प्रेषक,

कार्यपालक अभियंता,
पथ निर्माण विभाग, पथ प्रमंडल,
सरायकेला-खरसावाँ ।

सेवा में,

Sri Malay Kumar Panda,
Chief (EP&C), Power Services Division,
JUSCO.

विषय :- Permission to lay 33KV power cable along/across Kandra-Seraikella Road from mouza Baliguma to mouza muria for providing power supply to M/s Steel strip wheels and others in that area.

प्रसंग :-1. Your Letter No. PSD/EPC/886A, Dt. 14.09.2015

2 अधीक्षण अभियंता, पथ निर्माण विभाग, पथ अंचल, चाईबासा का पत्रांक 402 अनु०, दिनांक 13.06.2016

3 मुख्य अभियंता (या०), पथ निर्माण विभाग, झारखण्ड, राँची का पत्रांक 1171, दिनांक 26.05.2016

4 Your Letter No. PSD/EPC/412, Dt. 21.06.2016

महाशय,

उपर्युक्त विषय के आलोक में सूचित करना है कि आपके Letter No. PSD/EPC/886A, Dt. 14.09.2015 द्वारा Permission to lay 33KV power cable along/across Kandra-Seraikella Road from mouza Baliguma to mouza muria for providing power supply to M/s Steel strip wheels and others in that area की मांग की गई थी । मुख्य अभियंता (या०), पथ निर्माण विभाग, झारखण्ड, राँची का पत्रांक 1171, दिनांक 26.05.2016 द्वारा कुछ शर्तों के साथ अनुमति प्रदान की है । इस कार्यालय का पत्रांक 887, दिनांक 17.06.2016 द्वारा विषयांकित मामले में प्रभावित Route Meter की आकलन करने हेतु संबंधित सहायक अभियंता एवं कनीय अभियंता को निर्देश दिया गया था जिसकी प्रति आपको भी दी गई थी । आपके Letter No. PSD/EPC/412, Dt. 21.06.2016 द्वारा विषयांकित मामले में प्रभावित Route Meter का आकलन कर संबंधित कनीय अभियंता एवं आपके द्वारा प्राधिकृत अभियंता ने प्रभावित Route Meter का आकलन कर Joint Survey Report प्रमंडलीय कार्यालय में समर्पित किया है ।

उक्त के आलोक में विषयान्तर्गत कार्य के लिए एकरारनामा करना है जिसके अनुसार प्रभावित Route Meter के लिए रुपये 50/- Route Meter की दर से 2875/- मीटर का कुल रुपये 1,43,750.00 का बैंक गारन्टी अधोहस्ताक्षरी के पदनाम से निर्गत एक साल के लिए जमा करना है ।

उक्त एकरारनामा झारखण्ड राजमार्ग अधिनियम, 2005 एवं 2011 में वर्णित तकनीकी विशिष्टियों का निर्दिष्ट परिपत्र पर अंकित कर अक्षरश अनुपालन किया जाएगा । इस कार्य हेतु बैंक गारन्टी के अतिरिक्त एकरारनामा परिपत्र पर लगनेवाला वांछित Stamp Paper एवं कम्पनी के ओर से एकरारनामा के लिए प्राधिकृत प्रतिनिधि का प्राधिकार पत्र प्रमंडलीय कार्यालय में जमा करना होगा । बैंक गारन्टी Executive Engineer, Road Construction Department, Road Division, Seraikella-Kharsawan के नाम से राष्ट्रीयकृत बैंक से एक साल की वैधता अवधि के लिए प्रमंडलीय कार्यालय में जमा करना अनिवार्य है । उपरोक्त कार्य एवं एकरारनामा निम्नवत् शर्त के अनुसार किया जाएगा :-

1. Cable Line Road के ROW के अन्तिम छोर पर बिछाई जाएगी ।
2. राजमार्ग अधिनियम, 2005 एवं 2011 में वर्णित तकनीकी विशिष्टियों का अक्षरश अनुपालन किया जाएगा ।
3. पथ निर्माण विभाग, झारखण्ड सरकार के ज्ञापांक 6578(S) w.e., दिनांक 10.09.2012 में निर्धारित समुचित राशि उदगृहित की जाएगी ।
4. JARDCL के पत्रांक 3795, दिनांक 18.03.2016 में निहित परामर्श का पूर्णतः अनुपालन किया जाएगा ।
5. उक्त कार्य JARDCL एवं कार्यपालक अभियंता, पथ निर्माण विभाग, पथ प्रमंडल, सरायकेला-खरसावाँ के निर्देशन में कराई जाएगी ।

विश्वसभाजन,

24.6.16

कार्यपालक अभियंता,
पथ निर्माण विभाग, पथ प्रमंडल,
सरायकेला-खरसावाँ

24/6/16

Scanned by CamScanner

DGM External Power Services Division
JUSCO LTD.

कार्यपालक अभियंता का कार्यालय,
पथ निर्माण विभाग, पथ प्रमंडल, सरायकेला-खरसावों ।

पत्रांक 520
प्रेषक,

सरायकेला / दिनांक 27 04 2018

कार्यपालक अभियंता,
पथ निर्माण विभाग, पथ प्रमंडल,
सरायकेला-खरसावों ।

सेवा में,

Sri Malay Kumar Panda,
DGM-External Power Business,
Power Services Division, Jamshedpur Utilities & Services Co. Ltd.,
Sakchi Boulexard Road Northern Town, Bistupur, Jamshedpur.

विषय :- Permission for construction of a 33KV overhead Line/Under ground Power Line from (Near SSWL) to Seraikella JUSCO Sub-Station near DC Office along Kandra-Seraikella Main Road.

- प्रसंग :-
- 1 आपका पत्रांक PSD/PSK/884, दिनांक 16.11.2016
 - 2 JARDCL Letter No. JARDCL-CKC/PRJ/TEC/ODO/04326, दिनांक 26.06.2017
 - 3 इस कार्यालय का पत्रांक 1268, दिनांक 12.10.2017
 - 4 मुख्य अभियंता (या०), पथ निर्माण विभाग, झारखण्ड, राँची का पत्रांक 2185 अनु०, दिनांक 06.11.2017
 - 5 आपका पत्रांक PSD/PSK/163 दिनांक 28.02.2018
 - 6 इस कार्यालय का पत्रांक 377, दिनांक 12.04.2018
 - 7 आपका पत्रांक PSD/PSK/1150, दिनांक 26.04.2018

महाशय,

उपर्युक्त विषयक एवं प्रासंगिक पत्र के आलोक में सूचित करना है कि Permission for construction of a 33KV overhead Line/Under ground Power Line from (Near SSWL) to Seraikella JUSCO Sub-Station near DC Office along Kandra-Seraikella Main Road मुख्य अभियंता (या०), पथ निर्माण विभाग, झारखण्ड, राँची का ज्ञापांक 2185 अनु०, दिनांक 06.11.2017 द्वारा कुछ शर्तों के साथ अनुमति प्रदान की गई है । आपके पत्रांक PSD/PSK/163, दिनांक 28.02.2018 द्वारा संयुक्त सर्वे में प्रभावित Route Metre Length 10,860.00 (m) आकलन किया गया है । विषयांकित मामले में प्रभावित Route Metre 4344 (m) प्रति Route Metre 50 रुपये की दर से 2,17,200.00 रुपये का बैंक गारन्टी अधोहस्ताक्षरी के पदनाम से निर्गत कर एक वर्ष के लिए आपके द्वारा जमा किया गया है जो कम है । अतः शेष राशि का बैंक गारन्टी अर्थात् 10860 (m) - 4344(m) = 6516 प्रति Route Metre 50 रुपये की दर से 3,25,800.00 अधोहस्ताक्षरी के पदनाम से बैंक गारन्टी जमा करना सुनिश्चित करें । साथ ही झारखण्ड सरकार के संकल्प ज्ञापांक 6578(S), दिनांक 09.02.2012 के तहत License Fee (अनुज्ञप्ति शुल्क) उदग्रहित करना है जो एकरारनामा का अंग है । जिसका विस्तृत विवरणी निम्नवत् है :-

1. Total Route Length	-	10860.00 m
2. Total cutting cross section	-	0.40 m
3. Total area	-	4344.00 m ²
4. For rural area rate of land (market rate) Rs. 250.00 per m ² vide letter no. 6578 dt. 10.09.2012 of serial no. 10(iv)		
5. Whole sale avg. price index of 2011	-	143.60
Whole sale avg. price index of 2017	-	440.00
6. Proportioned rise in price index	-	3.07
7. Proportion rural area rate of land	-	250 x 3.07 = 767.50
8. Total cost of used land	-	4344 x 767.50 = 3334020.00
9. License fee = 10% of the total cost of land	-	333402.00

Signature

DGM External
Power Services
JUSCO LTD.

(M K PANDA)

अतः उक्त के आलोक में निर्देश है कि License Fee के रूप 333402.00 रुपये का डिमान्ड ड्राफ्ट Executive Engineer, Road Construction Department, Road Division, Seraikella-Kharsawan के पदनाम से जो राष्ट्रीयकृत बैंक से निर्गत एवं सरायकेला में भी ब्रांच हो । यथापीछ कार्यालय में जमा करना सुनिश्चित करें । साथ ही बैंक गारन्टी के अतिरिक्त एकरारनामा परिपत्र पर लगनेवाला वांछित Stamp Paper एवं कम्पनी एकरारनामा के लिए प्राधिकृत प्रतिनिधि का प्राधिकार पत्र प्रमंडलीय कार्यालय में जमा करना अनिवार्य होगा ।

सूचनार्थ एवं आवश्यक कार्रवाई हेतु प्रेषित ।

विश्वासभाजन,

कार्यपालक अभियंता,

पथ निर्माण विभाग, पथ प्रमंडल,

सरायकेला, खरसावा, 018

26.04.18

To
K. P. Panda

14/11/19

C M K PANDA

DGM External Power Business
Power Services Division
JUSCO LTD.

**Office of the Executive Engineer,
Road Division, Seraikella-Kharsawan**

Letter No.

Seraikella/Date.

From :- Dinesh Kumar Rajak,
Executive Engineer,
R.C.D. Road Division,
Seraikella-Kharsawan

To,

The DGM (External Power Business)
Power Services Division,
JUSCO Limited,
Bistapur, Jamshedpur

Sub:-Execution of Agreement for laying of 33KV underground power cable from Padampur, Kandra to Baliguma for Power Supply to the consumers along Kandra-Seraikella Main Road (Acknowledgement No. 937149)

Ref. - 1. Letter No. 04680 Dated 07.05.2018 of JARDCL, Ranchi.
2. Order of the Chief Engineer (Comm), RCD, Govt. of Jharkhand, Ranchi Dated 29.08.2018

Sir,

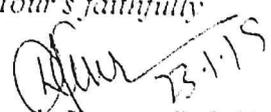
Pursuant to submission of e-challan GRN :-1802579705 Dt. 13.08.2018 for Rs. 179350.00 alongwith Bank Guarantee No. 0404318BG0000041 Dt. 18.07.2018 for Rs. 3,00,000.00 issued by SBI, Commercial Branch, Jamshedpur (Expiring on 30.07.2019) & your representation for the same vide your letter no. PSD/PSK/983/18-19 Dated 02.11.2018 an agreement has been executed.

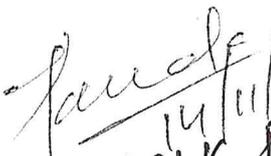
Enclosing a certified copy of the same, you are allowed to execute the requested laying work along Padampur, Kandra to Baliguma Road.

You are further requested to get the Bank Guarantee validity extended before the expiry of the same.

Encl.-As mentioned

Your's faithfully


(Dinesh Kumar Rajak)
Executive Engineer,
R.C.D. Road Division,
Seraikella-Kharsawan,
Jharkhand, Pin-833201


C.M.K. PAN DA
DGM External Power Business
Power Services Division
JUSCO LTD.



झारखण्ड JHARKHAND

D 548335

LICENCE DEED FOR LAYING OF UNDERGROUND POWER CABLES ALONG/ACROSS
KANDRA-SERAIKELA MAIN ROAD FROM PADAMPUR, KANDRA TO BALIGUMA
UNDER GAMHARIA BLOCK OF SERAIKELA DISTRICT.

An Agreement to laying of underground power cables along/across Kandra - Seraikela Main Road from Padampur, Kandra to Baliguma Village under Gamharia block of Seraikela Kharsawan district (Online application acknowledgment no 937149 dated 16/02/18).

An Agreement made on this the 23rd day of January 2018 (Two thousand Eighteen) between the Governor of Jharkhand through the Executive Engineer, RCD, Road Division, Saraikela Kharsawan (hereinafter called the Government which expression shall, unless excluded by or repugnant to the context include his successor in office and assigns) of the one part

AND

Signature

Signature
23/01/2019

Signature
23/1/19
Executive Engineer
R.C.D., Road Division
Seraikela-Kharsawan

Page 1 of 5

Signature
14/11/18 CMK PANDA
DCM External Power Business
Power Services Division
JUSCO LTD.

M/s Jamshedpur Utilities and Services Company (JUSCO) Limited, having its registered Office at Sakchi Boulevard Road, Northern Town, Bistupur, Jamshedpur-831001 (herein after called 'The Licensee' which expression shall, unless excluded by or repugnant to the context, include their successor and assigns) of the other part.

1. WHEREAS the licensee have applied to the Government for permission for laying of underground power cables along/across Kandra - Seraikela Main Road from Padampur, Kandra to Baliguma Village under Gamtharia block of Seraikela Kharsawan district.
2. AND WHEREAS the Government has agreed to grant such permission on the terms and conditions hereinafter mentioned.
3. Now this Agreement witness that, in consideration of the conditions hereinafter contained and on the part of the licensee to be observed and performed, the Government hereby grant to the Licensee permission to lay electric cable as per the drawing attached hereto subject to the following conditions, namely:-

- (i). That the Licensee shall within the period of ^{one year} ~~three (3)~~ years from the date of signing of the agreement, but without interfering with the road traffic complete the construction of line and laying of electric cable to the satisfaction of Engineer in charge of the State highway / Major District Road / Other District Roads (hereinafter referred to as the Executive Engineer).
- (ii). That the Licensee shall be responsible for restoring the road / embankment / footpath at their own cost to its original condition after construction of line or laying the electric cable or, after any damage caused due to maintenance / operation of the electric cable.
- (iii). That in case of any burst or leakage in electric cables, the licensee shall bear the entire cost of restoration of damage caused to the road.
- (iv). That the licensee shall not without the prior permission in writing of the Executive Engineer undertake any work of shifting repairs or alterations to the said electric cables. However in case of any breakdown, licensee may initiate the work with the intimation of breakdown to the first party.

Handwritten signature

Handwritten signature

Executive Engineer
R.C.D., Road Division
Seraikella-Kharsawan

Handwritten signature
23/1/19

Handwritten signature
14/11/19 (MIC PANDAY)
DGM External Power Business
Power Services Division
JUSCO LTD.

- (v). That the Licensee shall at all time permit any duly authorized officer or servant of the Government to inspect the said electric cables. The Government shall endeavor to intimate the licensee prior to such inspection.
- (vi). That the licensee shall be liable for any loss or damage caused to the Government by drainage obstruction or any other like cause due to the said electric cables.
- (vii). That if the licensee fails to execute any work to the extent of repair of road which they have agreed to execute under this Agreement to the entire satisfaction of the Executive Engineer the work shall be executed by Executive Engineer at the cost of the licensee and the amount shall be recoverable from the licensee
- (viii). That the licensee shall not sell, transfer or otherwise dispose of the parts of the land / road / property on which permission is being granted to the licensee by the Government to lay electric cables.
- (ix). That this Agreement will remain in force for an initial period of ~~three (3)~~ ^{one (1)} years from the date of Agreement signed by both the parties or until terminated by either of the parties in writing. After expiry of this Agreement, both parties may agree to renew via a written agreement on payment of necessary surcharges as mentioned in section 10.
- (x). That the permission granted by this licensee shall not in any way to be deemed to convey to the licensee any right to or over or any interest in Government land other than what is herein expressly granted.
- (xi). That during subsistence of this Agreement, the electric cables and overhead lines located on the road shall be deemed to have been constructed and continued only by the consent and permission of the Government so that the right of the licensee to the use of the land on which permission to construction of line and laying of cables is being granted shall not become absolute and indefeasible by lapse of time.
- (xii). That the licensee shall bear the stamp duty charge on this Agreement.

4. The electric cable shall not be brought into use by the licensee unless a completion certificate to the effect that the electric cable have been laid in accordance with the approved specifications and drawing has been obtained from the Executive Engineer. The Executive Engineer or appropriate authority will not unnecessarily delay in issuing completion certificate.

Handwritten signature

Handwritten signature
23/01/2015

Handwritten signature
23/1/15

Executive Engineer
R.C.D., Road Division
SeraiKolla-Kharasawan

Page 3 of 5

Handwritten signature
14/1/19
CMICPAR DA

DGM External Power Business
Power Services Division
JUSCO LTD.

- (vi). That the Licensee shall at all time permit any duly authorized officer or servant of the Government to inspect the said electric cables. The Government shall endeavor to intimate the licensee prior to such inspection.
- (vii). That the licensee shall be liable for any loss or damage caused to the Government by drainage obstruction or any other like cause due to the said electric cables.
- (viii). That if the licensee fails to execute any work to the extent of repair of road which they have agreed to execute under this Agreement to the entire satisfaction of the Executive Engineer the work shall be executed by Executive Engineer at the cost of the licensee and the amount shall be recoverable from the licensee.
- (ix). That the licensee shall not sell, transfer or otherwise dispose of the parts of the land / road / property on which permission is being granted to the licensee by the Government to lay electric cables.
- (x). That this Agreement will remain in force for an initial period of ~~three (3) years~~ ^{one (1) year} from the date of Agreement signed by both the parties or until terminated by either of the parties in writing. After expiry of this Agreement, both parties may agree to renew via a written agreement on payment of necessary surcharges as mentioned in section 10.
- (xi). That the permission granted by this licensee shall not in any way to be deemed to convey to the licensee any right to or over or any interest in Government land other than what is herein expressly granted.
- (xii). That during subsistence of this Agreement, the electric cables and overhead lines located on the road shall be deemed to have been constructed and continued only by the consent and permission of the Government so that the right of the licensee to the use of the land on which permission to construction of line and laying of cables is being granted shall not become absolute and indefeasible by lapse of time.

4. That the licensee shall bear the stamp duty charge on this Agreement.

4. The electric cable shall not be brought into use by the licensee unless a completion certificate to the effect that the electric cable have been laid in accordance with the approved specifications and drawing has been obtained from the Executive Engineer. The Executive Engineer or appropriate authority will not unnecessarily delay in issuing completion certificate.

Handwritten signature

Handwritten signature and date: 23/01/2019

Handwritten signature
 Executive Engineer
 R.C.D., Road Division
 Seraikella-Kharakawan

Handwritten signature
 14/11/19
 CM IC PAN DA
 Power Business
 Division

5. Notwithstanding anything contained in clause 4 (iv) the license may be cancelled at any time by the Government for a breach of any condition of the license and the licensee shall not be entitled to any compensation for any loss caused to it by such cancellation nor shall it be absolved from any liability already incurred under this Agreement. Provided, in such cancellation the licensee shall remain owner of the electric cables and will be free to take appropriate measure in respect of the electric cables.

6. The licensee shall furnish a Bank Guarantee for an amount calculated @ Rs. 50 (Rupees Fifty only) per route meter to the Government 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 electric cable by proper filling and compaction. Clearing debris / loose earth produced due to excavation of trenching at least 50 m away from the edge of the ROW. No payment shall be made by the Government to the licensee for clearing of debris / loose earth. In case the work contemplated herein is not completed to the satisfaction of the Government which has granted the permission, within a period of11 months..... from the date of signing of the agreement and in case the Bank Guarantee provided by the second party is set to expire for any reason whatsoever, the licensee shall either furnish a fresh Bank Guarantee or extend the guarantee for a period as mutually agreed by both the parties. In case of the licensee failing to discharge the obligation of making good of the excavated trench, the Owner shall have a right to make good the damage caused by excavation, at the cost of licensee and recover the amount by forfeiture of Bank Guarantee. The Bank Guarantee shall be immediately released by the Government after completion of all the work under the said Agreement.

7. Any dispute arising in and relation to this Agreement shall be settled through mutual consultation and Agreement by both the parties. If disagreed by any party, either party may refer the dispute to sole arbitrator to be mutually appointed and the arbitration proceeding shall be conducted in accordance with the Arbitration and Conciliation Act, 1996, as amended up to date and the award of the sole arbitrator shall be final and binding on both the parties. The seat/venue of arbitration proceedings shall be at Jamshedpur.

8. The Courts at Jamshedpur / Seraikella Kharsawan alone shall have exclusive jurisdiction pertaining to the said Agreement and any subject matter thereof.

9. Other condition if any may be enumerated in annexure-A, which shall form part of this Agreement.

Handwritten signature

Handwritten signature and date: 23/11/19

Handwritten signature and date: 23-11-19

Executive Engineer
R.C.D., Road Division
Seraikella-Kharsawan

Handwritten signature and date: 23/11/19
CMIC PANDA
Power Business
Division

Handwritten signature and date: 14/11/19
DGM Extra
Power Sec
J.H.S. 2019

The licensee has Rs. 1,79,350/- (Rs. One Lakh Seventy Nine Thousand Three Hundred Fifty only) already paid through online (Payment reference no GRN:- 1802579705 dated 14/02/2018) for laying of underground power cables along/across Kandra - Seraikela Main Road from Padampur, Kandra to Baliguma Village under Gamharia block of Seraikela Kharsawan district. (Online application acknowledgment no 937149 dated 16/02/18).

IN WITNESS WHERE OF SHRI DINESH KUMAR RAJAK the Executive Engineer, Road Division, Seraikela Kharsawan Road Construction Department, Government of Jharkhand for and on a behalf of the Government of the Jharkhand and Sri Malay Kumar Panda, Deputy General Manager (External Power Business) of the licensee have signed and subscribed their respective hands hereinto the day month and year first above written.

[Signature]
DGM External Power Business
Power Services Division
Signed by Shri Malay Kumar Panda
Dy. GM (External Power Business)
Authorized signatory for and on
behalf of the Licensee

Signed *[Signature]* Executive Engineer
For and on behalf of the Government of
Seraikela-Kharsawan
Jharkhand

In the presence of

[Signature]
Suman Mandal
Div. Manger (ORM)
Seraikela. Distribution, PSD
1. Name in full (Signature) with
designation

1. Name in full (Signature) with
designation.

[Signature]
(M Varun Kumar)
Dy. Manager
2. Name in full (Signature) with
designation

2. Name in full (signature) with
designation

Executive Engineer
R.C.D., Road Division
Seraikella-Kharsawan

[Signature]
23/02/2019

[Signature]
14/11/19 M. K. PANDA

DGM External Power
Power Services Division
JUSCO LTD.

GOVERNMENT OF JHARKHAND
DEPARTMENT OF ROAD CONSTRUCTION

NOC for Laying of 33 kv Power Cables along/across Kandra-Seraikella main road from Padampur to Baliguma village under Gamharria Block of Seraikella District.

Letter

4)

The licensee Malay Kumar Panda, Deputy General Manager, External Power Business, Power Service Station, JUSCO Ltd, Jamshedpur, Jharkhand has applied to the Government for permission to lay 33 kv Power Cables along/across Kandra-Seraikella main road from Padampur to Baliguma village under Gamharria Block of Seraikella District under the jurisdiction of Executive Engineer, RCD, Road Division, Saraikela-Kharsawan.

The Government has agreed to grant such permission on the terms and conditions contained herewith. The resolutions issued vide Memo No. 6578(S)WE, Dated :10.09.2012, Memo No. 1861(S) Dated : 07.03.2013 and Memo no. 2262(S), dated:24.04.2017 by the Road Construction Department, Govt. of Jharkhand shall be part of this permission.

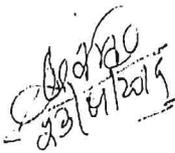
The Executive Engineer, Road Division, Saraikella-Kharsawan shall execute an agreement with the licensee/licensees before installation /laying of the said utility line by the licensee/licensees.

Enclosed: Copy of terms and conditions



(Authorized Signatory)
On behalf of Governor of Jharkhand
Chief Engineer (Communication),
Road Construction Department,
Government of Jharkhand.


GM External Power Business
Power Services Division
JUSCO LTD.


23/01/2019


Executive Engineer
R.C.D., Road Division
Seraikella-Kharsawan


14/11/19 - CM K PANDA
GM External Power Business
Power Services Division
JUSCO LTD.