



उड़ीसा ORISSA

M.C.S.C Agreement NO 0304
2016-17

D 802695

**AGREEMENT REGARDING RIGHT OF WAY FOR IRON ORE SLURRY & WATER PIPELINES,
POWER AND COMMUNICATION CABLES**

Agreement to lay 20" dia Iron Ore Slurry & Water pipelines, power and communication cables from Joda to Bamebari (13/600 Km. to 18/00 Km.) on Joda - Bamebari Road, Kalimati to Bamebari (22/122 Km. to 27/00 Km.) on Palaspanga - Kalimati - Bamebari Road and Dubuna to Kalimati (62/00 Km. to 64/00 Km.) on Suakati - Dubuna Road.

This Agreement made on this the ...30th... Day of ...December...2016.

Between

Sate P.W.D (Orissa) acting in his executive capacity through Executive Engineer, P.W.D (R&B) Division, Keonjhar, (herein after referred to as owner which expression shall unless excluded by or repugnant to the context, including his successors in office and assigners) on the one part.

And

Essar Steel India Limited a company registered under Companies Act. 1956 having its Registered Office at 3-A, 3 rd Floor, Fortune Towers, Chandrasekharapur, Bhubaneswar, Pin - 751023, Odisha (herein after called "the Licensee") which expression shall unless excluded by or repugnant to the context include its successor / administrator assignees on the second part.

For Essar Steel India Ltd

Aspadas
Authorized Signatory

Certified that, this agreement contains
24 (twenty four) pages only including cross
section.

Sd/-U.C. Mishra
Executive Engineer
Keonjhar(R&B) Division

Where as the owner is responsible, inter-alia, for development and maintenance of road from from Joda to Bamebari (13/600 Km. to 18/00 Km.) on Joda - Bamebari Road, Kalimati to Bamebari (22/122 Km. to 27/00 Km.) on Palaspanga - Kalimati - Bamebari Road and Dubuna to Kalimati (62/00 Km. to 64/00 Km.) on Suakati - Dubuna Road.

Where as the Licensee proposes to lay Iron ore Slurry & Water pipe line from from Joda to Bamebari (13/600 Km. to 18/00 Km.) on Joda - Bamebari Road, Kalimati to Bamebari (22/122 Km. to 27/00 Km.) on Palaspanga - Kalimati - Bamebari Road and Dubuna to Kalimati (62/00 Km. to 64/00 Km.) on Suakati - Dubuna Road.

Where as the Licensee has applied to the owner of permission to lay Iron ore Slurry & Water pipe line from from Joda to Bamebari (13/600 Km. to 18/00 Km.) on Joda - Bamebari Road, Kalimati to Bamebari (22/122 Km. to 27/00 Km.) on Palaspanga - Kalimati - Bamebari Road and Dubuna to Kalimati (62/00 Km. to 64/00 Km.) on Suakati - Dubuna Road.

And where as the Owner has agreed to grant permission to lay Iron ore Slurry & Water Pipe line for from Joda to Bamebari (13/600 Km. to 18/00 Km.) on Joda - Bamebari Road, Kalimati to Bamebari (22/122 Km. to 27/00 Km.) on Palaspanga - Kalimati - Bamebari Road and Dubuna to Kalimati (62/00 Km. to 64/00 Km.) on Suakati - Dubuna Road on the terms and conditions herein after mentioned.

Now this agreement witnessed that in consideration for the conditions hereinafter contained and on the part of the License to be observed and performed, the Owner hereby grants to the Licensee permission to lay iron ore Slurry & Water pipe as per the approved drawing attached hereto subject to the following conditions, namely:

- 1 The Slurry & Water Pipe Line ordinarily is laid at the edge of the Right to way or at a minimum distance of 15m from the centerline of the nearest carriageway where the road land is wider. In case of restricted width of ROW, which may be adequate only to accommodate the carriageways, central verge, shoulders, slopes of embankment and drains, the Slurry & Water Pipe Line shall be laid beyond the toe line of the embankment clear of the drain. In cases where no land strip can be conveniently earmarked for laying of Slurry & Water Pipe Line, the permission may be refused and the user will make his own arrangement.
- 2 The top of the caxing / conduit pipe containing the Slurry & Water Line shall be at least 2.00m below the existing ground level subject to being at least 0.3m below the drain inverts;
- 3 It is advisable to lay the pipe line on the right side of the alignment. In built up areas where it is not possible to lay pipe line on side of the road and on road crossings places the pipe line may be taken by Horizontal box pushing below a suitable depth from road level.
- 4 While box pushing operation is on, utmost care should be taken to safe guard the road structure and adjacent structures.
- 5 Any damage / depression / crack in road / structure is solely the responsibly of the company. Immediate mending / repair must be taken up by the company at their own cost and risk.

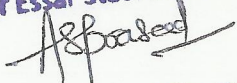
for Essar Steel India Ltd


As per
Authorized Signatory

U.C. Mishra
Executive Engineer
Keonjhar(R&B) Division

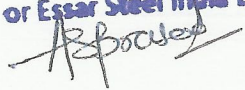
- 6 The Licensee shall ensure making good the excavated trench for laying Slurry & Water Pipe Line by proper filling and compaction, so as to restore the land in to the same condition as it was before digging the trench, clearing debris/loose earth produced due to execution of trenching at least 50m away from the edge of the right of way;
- 7 The Licensee shall furnish a Bank Guarantee for an amount calculated @ Rs.100.00 (Rupees One Hundred only) per route meter to the owner, for a period of one year initially (Extendable if required till satisfactory completion of work) as a security for ensuring /making good the excavated trench for laying the Slurry & Water Pipe Line by proper filling and compaction, clearing debris/loose earth produced due to execution for trenching at least 50m away from the edge of the right of way. The above charge of Rs. 100/m is liable to be reviewed every 5 years. No payment shall be payable by the owner to the Licensee for clearing debris/loose earth. In case the work contemplated herein is not completed to the satisfaction of the owner, 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 of the excavated trench, the Owner shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount be forfeiture of bank guarantee.
- 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 Slurry & Water Pipe Line may be carried outside the railings/parapets and supported on brackets fixed to the outside of the bridge superstructure. The fixing and supporting arrangements with all details shall be got approved in advance from the concerned Owner, which has granted such permission. Additional cost on account of fixing and supporting arrangement as assessed by the owner shall be payable by the Licensee.
- 9 The Licensee shall shift the Slurry & Water Pipe Line within 90-days (or as specified by the respective agency/owner) from the date of issue of the notice by the concerned owner to shift / relocate the Slurry & Water Pipe Line, in case it is so required for the purpose of improvement/widening of the road/route/highway or construction of fly-over/bridge and restore condition at his own cost and risk.
- 10 The Licensee shall be responsible to ascertain from the respective agency in co-ordination with owner, regarding the location of other Slurry & Water Pipe Line, underground installations/utilities/facilities etc. The Licensee shall ensure the safety and security of already existing Slurry & Water Pipeline/underground installations/utilities/facilities etc. before commencement of the excavation

for Essar Steel India Ltd


Authorized Signatory

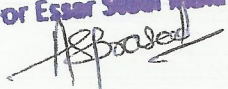

Executive Engineer
Keonjhar(R&B) Division

- 11 The Licensee shall be solely responsible/liable for full compensation/indemnification of concerned agency/aggrieved owners for any direct, indirect or consequential damaged caused to them/claim or replacements sought for, at the cost and risk of the Licensee. The concerned agency in co-ordination with Owner shall also have a right to make good such damages/recover the claims by forfeiture of Bank Guarantee.
- 12 If the Licensee fails to comply with the condition [6] and [7] above to the satisfaction of the Owner, the same shall be got executed by the owner at the cost and risk of the Licensee.
- 13 The Licensee shall procure insurance from reputed insurance company against damages to already existing Slurry & Water Pipe Line/underground installations/utilities/facilities etc. during trenching.
- 14 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 drilling a hole beneath the road pavement. 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 his cost. If due to unavoidable reasons the road needs to be cut for crossing or laying a Slurry & Water Pipe Line, the Licensee shall deposit the restoration cost/reinstatement charges as assessed by the owner in co-ordination with the concerned agency.
- 15 The Licensee shall inform/give a notice to the concerned agency designated by Owner at least 15 days 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.
- 16 Each day, the extent of digging the trenches should be strictly regulated so that Slurry & Water Pipe Line 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 Owner.
- 17 The Licensee shall indemnify the concerned agency in co-ordination with Owner against all damages and claims, if any, due to the digging of trenches for laying Slurry & Water Pipe Line.
- 18 The permission shall be co-terminus with the validity of license awarded by the concerned Department to Essar Steel India Limited. The permission granted under this Agreement will automatically cease in case of premature termination of the license granted by the Department. The owner also has a right to terminate the permission or extend the period of Agreement. In case the Licensee wants shifting, repairs or alteration to Slurry & Water Pipe Line, he will have to furnish a separate Bank guarantee.
- 19 That the Licensee shall not without prior permission in writing of the concerned agency in co-ordination with Owner undertake any work of shifting repairs of alteration to the said Slurry & Water Pipe Line.

or Essar Steel India Ltd

Authorized Signatory

Sd/- U.C. Mishra
Executive Engineer
Keonjhar (R&B) Division

- 20 In order to avoid repeated digging on the same routes, if possible, the Licensee is free to lay voluntarily extra ducts/conduits with extra capacity so as to take care of future needs. The Licensee with suitable mutual agreements can commercialize the capacity/excess capacity with the owner of his designated agency. However, the creation of excess capacity by the Licensee is not a precondition for Right of way permission granted herein.
- 21 The permission granted should 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.
- 22 During the subsistence of this agreement, the Slurry & 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 owner so that the right of the Licensee to the use thereof shall not become absolute and indefeasible by lapse of time.
- 23 The Licensee shall bear the stamp duty charged on his agreement.
- 24 The Slurry & Water Pipe Line shall not be brought into use by the Licensee unless a completion certificate to the effect that the Slurry & Water Pipe Line 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 Owner, has been obtained.
- 25 Not with standing anything contained herein this agreement may be cancelled at any time by the owner for breach of the same and the Licensee shall neither be entitled to any compensation for any loss caused to it by such cancellation nor shall it be absolved from any liability already incurred.
- 26 The Licensee shall have to provide barricading, danger lighting and other necessary cautionary boards while execution of the work.
- 27 If any traffic diversion works are found necessary during the working period such diversion shall be provided at the cost of Licensee.
- 28 Any disputes in interpretation of the terms & conditions of this Agreement of their implementation shall referred to the High level Committee comprising the designated representatives of the Owner, Licensee and the concerned agencies and the decision of the committee shall be final and binding on all. This Agreement has been made in duplicate, each on a stamp paper. Each to this Agreement has retained one stamped copy each.
- 29 Forest clearance in forest portion should be obtained by the user agency at his own cost and risk. Any tree cutting required due to laying of pipe lines the user will obtain necessary clearance from Forest Department.

or Essar Steel India Ltd

Authorized Signatory

Sd/- U.C. Mishra
Executive Engineer
Keonjhar(R&B) Division

IN WITNESS WHERE OF THE PARTIES HERE TO HAVE CAUSED TILL 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 the
Above named Lessee, Essar Steel India Limited.
Through its authorised signatory.

or Essar Steel India Ltd

By Shri A.S. Prasad

Authorized Signatory

A. S. Prasad.

(Signature, name & address with stamp)

Sd/- P. C. Mishra,

Executive Engineer
Keonjhar (R & B) Division
Keonjhar

For and On behalf of Governor of Odisha

In presence of witness

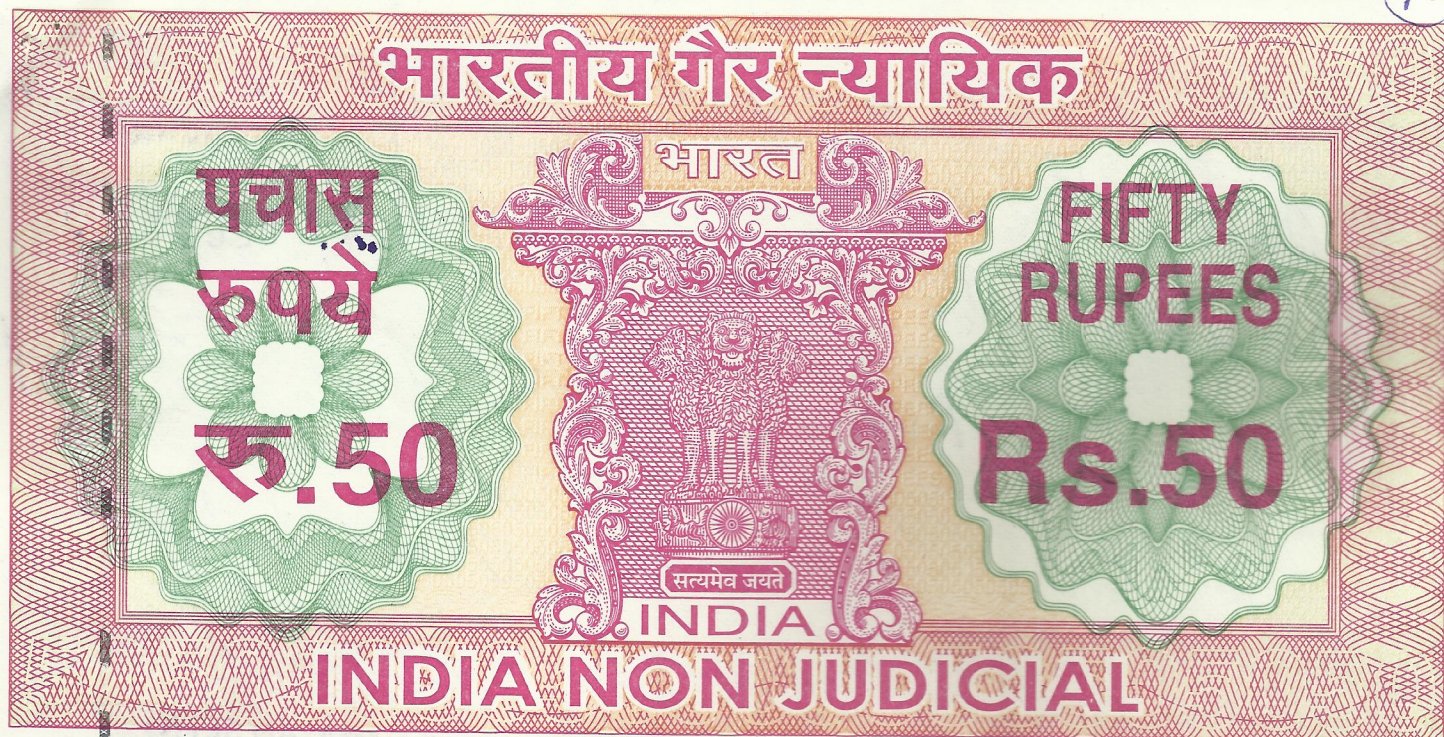
In presence of Witness

1 Pitendrija Kumar Pradhan.

1

2 Prasanta Kumar Boudy

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UNDERTAKING

Date:-26.12.2016

We hereby undertake that if in future the annual ground rent as and when it will increase or pointed out by Audit Department the balance amount will be paid by M/s Essar Steel India Ltd to the Owner (The Executive Engineer, Keonjhar(R&B) Division, Keonjhar.

For Essar Steel India Ltd
or Essar Steel India Ltd

A.S. Prasad

Authorized Signatory
A.S. Prasad.

Vice President

Sd/- T. C. Mishra

Executive Engineer
Keonjhar(R&B) Division

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**OFFICE OF THE ENGINEER-IN-CHIEF (CIVIL), ODISHA,
NIRMAN SOUDHA, KESHARI NAGAR, UNIT-V, BHUBANESWAR-751001**

Letter No: C-IIM-KC-01/2016 -

44063

Date: 04.10.2016

From

Er. Om Prakash Patel,
Chief Engineer (DPI & Roads), Odisha,
Tel: - +91 674 2393122, Fax: - +91 674 2394107
Email: ceroads.bbsr@gmail.com

To

The Superintending Engineer,
Keonjhar (R&B) Circle, Keonjhar.

Sub: Permission for laying of 20" dia Iron Ore Slurry and water pipeline, power and communication cables along/ across the side of PWD road from Joda to Bamebari (13/600 Km to 18/00 Km) on Joda-Bamebari road, Kalimatei to Bamebari (22/122 Km to 27/00 Km) on Palaspanga-Kalimati-Bamebari road and Dubuna to Kaliamati (62/00 Km to 64/00 Km) on Suakati-Dubuna road.

Ref: Your letter No.2358 dtd.30.08.2016.

Sir,

With reference to the letter on the subject cited above, permission is hereby accorded for laying of **Iron Ore Slurry and water pipeline, power and communication cables along/ across** the following P.W.D. road by **M/s Essar Steel India Ltd.** under following terms and conditions.

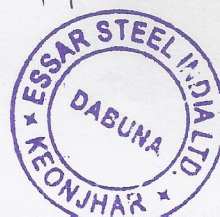
The Executive Engineer will approve the lay out plan keeping view of all technical aspects, future widening/ expansion as per the guidelines of MORT&H. The approved lay out plan alongwith this approval letter shall be made available at the worksite for verification of all concerned. Any deviation to the approved lay out plan will lead to forfeiture of the security deposit.

The laying of iron ore slurry pipe line shall ordinarily be laid in the stretches as mentioned below:

Name of Roads	Distance	Location
1. Joda to Bamebari road from 13/600 Km to 18/00 Km	4.400 Km	The Iron Ore Slurry and water pipeline, power and communication cables shall ordinarily be laid at the extreme end of ROW. The lay out plan is to be approved by the Executive Engineer subject to the condition that available ROW is adequate to accommodate future expansion including this iron ore slurry pipe line.
2. Palaspanga-Kalimati-Bamebari road from 22/122 Km to 27/00 Km.	4.878 Km	
3. Suakati-Dubuna road from 62/00 Km to 64/00 Km	2.000 Km	
TOTAL	11.278 Km	

In case of restricted width of ROW, which may be adequate only to accommodate the carriageways, central verge, shoulders, slopes of embankment and drains, the iron ore slurry pipes shall be laid beyond the toe line of the embankments and clear of the drain. In cases where no land strip can be conventionally ear marked for laying iron ore slurry pipes the permission may be refused.

Approved



-31-11.C. Mukherjee
Executive Engineer
Keonjhar(R&B)Division

1. The top of the casing/conduit pipe containing the Iron Ore Slurry and water pipeline, power and communication cables shall be at least, 5-6 feet below the surface of the road subject to being at least 0.3m below the drain inverts.
2. The Licensee shall ensure making good the excavated trench for laying slurry pipe line by proper filling and compaction, so as to restore the land to the same condition as it was before digging the trench, clearing debris/loose earth product due to execution of trenching at least 15m away from the edge of the right of way.
3. The Iron Ore Slurry and water pipeline, power and communication cables shall be taken up by horizontal box pushing method at least 5-6 feet below the road level without distributing the road surface
4. The licensee shall furnish a Bank Guarantee for the amount calculated @ ₹.100/- (Rupees Hundred only) per metre to the OWNER, for a period of one year initially (extendable if required till satisfactory completion of work) as a security for ensuring/making good the excavated trench for laying the Iron Ore Slurry and water pipeline, power and communication cables by proper filling and compaction, clearing debris/loose earth due to execution of trenching at least 50m away from the edge of the right of way prior to drawl of agreement. The above charges of Rs.100/- per running meter are liable to be reviewed every 5 years. No payment shall be payable by the owner to the licensee for clearing debris/loose earth in case the work contemplated herein is not completed to the satisfaction of the owner, who has granted the permission, within a period of 11 months for the date of issue of the Bank Guarantee, the Licensee shall either furnish a fresh guarantee or extend the guarantee for a further period as required by the owner. 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 damages caused by excavation at the cost of the Licensee and recover the amount by forfeiture of Bank Guarantee.
5. The Licensee shall make his own arrangement for crossing of cross drainage structure rivers etc. below the bed. In case, this not feasible, the slurry pipe line may be carried out side of the railings/parapets and the supported on brackets fixed to the outside of the bridge super structure. The fixing and supporting arrangement with all details shall be got approved in advance from the concerned Owner, which has granted such permission. Additional cost on an account of fixing and supporting arrangement as assessed by the owner shall be payable by the licensee.
6. The payment shall be payable to the owner by the licensee for clearing debris/loose earth. In case the work contemplated herein is not completed to the satisfaction of the Owner, Who 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 as required by the owner. In case of the Licensee failing to discharge to the obligation of making good of the excavated at the cost of the Licensee and recover the amount by forfeiture of Bank Guarantee.
7. The licensee shall shift with the Iron Ore Slurry and water pipeline, power and communication cables within 30 days (or as specified by the respective agency/owner) from the date of issue of the notice by the concerned owner to shift/relocate the cable/ducts, in case it is so required for the purpose of improvement/widening of the road/route/highway of construction of flyover/bridge and restore the road /lane to its original conditions at his own cost and risk.

As per



CAJ. H.C. Mishra
Executive Engineer
 Keonjhar(R&B) Division

8. The Licensee shall be responsible to ascertain from the respective agency in coordination with owner, regarding the location of other cables, underground installation, utilities/facilities etc. The Licensee shall ensure the safety of already existing cables/underground installation/utilities/facilities etc. Before the commencement of the excavation.
9. The Licensee shall be solely responsible/liable for full compensation/indemnification of concerned agency/an aggrieved owner for any direct, indirect or consequential damage caused to them/claims or replacement sought for at the cost and risk of the licensee. The damages/recovery the claims by forfeiture of Bank Guarantee.
10. If the licensee fails to comply with the conditions (6) and (7), above to the satisfaction of the owner, the same shall be got executed by the owner at the cost and risk of the Licensee.
11. The licensee shall procure insurance from reputed insurance company against damages to already existing cables/underground installation/utilities etc. during trenching.
12. As far as possible, the licensee should avoid cutting to the road for crossing highway and other road and try to carry out the work by drilling the hole beneath the road pavement at a depth not less than 1.2m from pavement level. 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 his cost. If due to unavoidable reasons the road needs to be cut for crossing or laying a cable, the licensee shall deposit the restoration cost/reinstatement charges as assessed by the owner in co-ordination with the concerned agency.
13. The licensee shall inform/give a notice to the concerned agency designed by the owner at least 15 days 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.
14. Each day, the extent of digging the trenches should be strictly regulated so that cables are laid and the trenches filled up before the close of the work that day. Filling should be completed to the satisfaction of the concerned agency designed by the owner.
15. The Licensee shall indemnify the concerned agency in co-ordination with owner against all damages and claim, if any, due to the digging of trenches for laying of the Iron Ore Slurry and water pipeline, power and communication cables granted. Either by content or by intent, the purpose of extending the Right of Way facility is not to enhance the scope of the Licensee with the Department of Telecommunications.
16. This permission shall be co-terminus with the validity of the licensee awarded by the Department of works Govt of Odisha. The permission granted under this agreement will automatically cease in case of premature termination of the licensee to granted to by the Department of works Govt of Odisha. The Owner also has right to terminate the permission or to extend the period of agreement. In case the licensee wants shifting repairs or alteration to slurry pipe line, he will have to furnish a separate Bank Guarantee.
17. That, the licensee shall not without the proper permission in writing of the concerned agency in co-ordination with the owner undertake any work of shifting, repairs or alteration to the said Telecom cables/ducts.

ASB



S.A. U.C. Mishra
Executive Engineer
 Keonjhar(R&B) Division

18. In order to avoid repeated digging on the same routes, if possible the Licensee is Free to lay voluntary extra ducts/conduits with extra capacity so to take care of future needs. The capacity/excess can be commercialized by the Licensee with suitable mutual agreements with the owner or his designated agency. However the creation of excess capacity by the Licensee is not a precondition for Right of Way permission granted herein.
19. 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.
20. During the subsistence of this agreement, the slurry pipe line located in Highway land/property shall be deemed to have been constructed and continued only by the consent and permission of the owner so that the right of the Licensee to the use thereof shall not become absolute and indefeasible by lapse of time.
21. The licensee shall bear the stamp duty charged on this agreement.
22. The Iron Ore Slurry and water pipeline, power and communication cables shall not be brought in to use by the licensee unless a completion certificate to the effect that the slurry pipe line has been laid in accordance with the approved specifications and drawing and the trenches have been filed up to the satisfaction of the concerned agency in co-ordination with owner has been obtained.
23. Notwithstanding anything contained herein this agreement may be cancelled at any time by the owner 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 nor shall it be absolved for any liability already incurred.
24. An amount of ₹.11,27,800.00 only will be deposited towards performance guarantee and an amount of ₹.6,20,290.00 will be deposited towards licensee fee by the application favor of Executive Engineer, **Keonjhar (R&B) Division** towards security deposit to use a length of **11.278 Km.** road as per circular of Govt. of India Further it is to mention that a surcharge @ 15% levied in every subsequent 3 years is to be deposited in be deposited in shape of Bank draft in further, **M/s Essar Steel India Ltd** shall be allowed to use the road side Govt. of India for a period not exceeding 25 years.
25. If any traffic diversion works are found necessary during working period, such diversion shall be provided at the cost of Licensee.
26. On instruction of the owner in writing the Licensee shall remove the Iron Ore Slurry and water pipeline, power and communication cables within 30 days and the site shall be brought back to original condition failing which the Licensee will loss the right to remove the slurry pipe line .However, before taking of the work of removal of pipe line , the licensee shall furnish a Bank Guarantee to the owner for a period of one year for an amount as mentioned in clause No-4 above for marking good the excavated trench by proper filling and compaction, clearing debris, loose earth produced due to excavation of trench at least 50m away from the right of way.



Sd/- U.C. Mishra
Executive Engineer
Keonjhar (R&B) Division