



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)
परियोजना कार्यान्वयन इकाई, ए-208, कमला नगर, आगरा - 282 004

National Highways Authority of India

(Ministry of Road Transport & Highways, Government of India)
Project Implementation Unit, A-208, Kamla Nagar, Agra - 282 004

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34091/02/18/Misc./510

Date : 15.06.2018

To,

Shri F.C. Mukherjee,
DGM (P, O&M) / OIC, Agra
Green Gas Ltd.,
2nd Floor, Jeevan Prakash Building,
Sanjay Place,
Agra (U.P.) - 282 002

Sub : Permission for laying 8" CS pipeline along LHS of NH-2 from Mahaveer Dhaba at Ch. 206+757 to Bhagwan Filling Station at Ch. 213+960 & 1 no. of road crossing by HDD at Ch. 213.960.

Ref : 1. RO-West-U.P. letter no. 19001/1/RO-W-UP/NH-2NOC/3097 dated 07.06.2018.
2. Your letter no. GGL/Agra/18-19/NHAI datd 11.06.2018.

Sir,

It is to inform you that Competent Authority has approved the subject proposal for grant of permission for laying 8" CS pipeline along LHS of NH-2 from Mahaveer Dhaba at Ch. 206+757 to Bhagwan Filling Station at Ch. 213+960 & 1 no. of road crossing by HDD at Ch. 213.960, subject to certain conditions as stipulated in RO-West-U.P. letter referred at 1 (copy enclosed). Further, consequent to production of clarification vide your letter under reference, 2 the License Deed for subject work has been signed by the undersigned, which is enclosed herewith for further needful action at your end.

Thanking you,

Encl : As above

Yours faithfully,

(Y.D. Viduwa)
Project Director



National Highways Authority of India

Regional Office - West U.P., Lucknow

19001/1/RO-W-UP/NH-2/NOC/

Date: 04.06.2018

Sub: Permission for laying 8" CS pipeline along LHS of NH-2 from Mahaveer Dhaba at Ch 206+757 to Bhagwan filling station at Ch 213.960 & 1 no of road crossing by HDD at Ch 213.960 Km.

भारत रा. प्रा. प. का. इ. अग्रा /
N.H.A.I., P.I.U., AGRA

Ref: (i) This Office e- mail dated 28.05.18.

(ii) PD, PIU Agra letter no 34091/01/15/Misc/373 dated 08.05.18.

(iii) This office e- mail dated 16.04.18.

(iv) PD PIU Agra letter no 34091/01/15/Misc/244 dated 23.03.18.

Diary No. 1246
प्रति संख्या / Receipt Date 11/06/18

PUC is the letter of PD, PIU Agra dated 08.05.18, referred above, regarding the subject matter forwarded to RO-West UP for approval.

2. It is to mention here that the work is proposed from Ch 206.757 to Ch 213.960 & one crossing at Ch 213.960. This office vide e-mail dated 16.04.18 has raised some observations. Accordingly, PD PIU Agra vide letter referred at (i) has complied the observations and submitted the proposal for approval.

3. Further, the agency has submitted the desired fee according to Para 5.1 and Para 6 of the MoRT&H guideline dated 22.11.2016.

4. As per office order no. 11041/262/2009-Admn dated 09.09.2009, Regional office has been made responsible for examining the cases for permission of access to retail outlets/ private properties, laying of pipelines (underground)/cables/ crossing etc. and grant permission along NHs.

In view of above and as per recommendation of PD, Agra approval may be accorded to PD with direction to follow the guidelines issued vide MoRT&H circular no. RW/NH-33044/27/2005-S&R(R) (Pt) dated 07.08.2013 and RW/NH-33044/29/2015/S&R(R) dated 22.11.2016 to ensure the compliance of following conditions before according permission:-

- The laying/ crossing will be done as per the proposed/ agreed location route at the extreme edge of ROW, as per proposed agreed methodology.
- It may essentially be ensured by the PD before start of laying of water carrier system by the Applicant at site, restoration/ maintenance be done. While execution of work at site the filling of trenches with appropriate material in proper layer and its compaction may be achieved as per actual by the agency engaged and the site could be reinstated to its original.
- The crossing of NH is to be done through trenchless technology (HDD) only, as per agreed specifications.
- The top of the casing pipe/ ducts/ utility service should strictly be as per MoRT&H guidelines dated 22.11.16.
- The Licensee shall have to provide the safety measures like barricading danger lighting and other necessary caution boards while executing the work.
- Appropriate fees be levied for use of NH land for laying of Utilities as per Ministry Circular no RW/NH-33044/29/2015/S&R(R) dated 22.11.16.
- Undertaking to the following effect may be taken from the applicant and made part of the agreement:-

a) The grant of license shall be subject to the requirement of the licensed land by the Government for the purpose of development of National Highway in case such a requirement arises any time during the license period the Government will revoke the license without in any manner being liable for disruption of services. If additional land acquisition is feasible and not prohibitively costly, the utilities can be permitted to be shifted by the licensee at his own cost, in the additional land so acquired.



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

क्षेत्रीय कार्यालय- पश्चिम उ०प्र०, लखनऊ

- b) No licensee shall claim exclusively right on the right of way and any subsequent user will be permitted to use the right of way, either above or below, or by the side of the utilities laid by the first user, subject to technical requirements being fulfilled. Whether the technical requirements are fulfilled or not, shall be decided by Highway Administration/ Government in their sole discretion. In case of any disruption/ damage caused to any in existing user by the subsequent user the Government would not be accountable or liable in any manner whatsoever.
- c) No use of NH ROW will be permitted for any purpose other than that specified in the license deed, eg for Advertisement towers, statues, structures, etc.
- d) Grant of license is subject to the licensee satisfying (a) minimum disruptions of traffic and (b) no damage to the highways.
- e) Vide this office e- mail dated 28.05.18, PD PIU Agra has been requested to provide safety/ statutory clearance certificate from the respective authority but the same is not yet provide. Before signing the agreement and issuing permission PD PIU Agra should obtain the said certificate from the concerned department.
- viii. Three copies of as laid drawings of utilities (hard and soft copies) shall be submitted to highway authorities for verifications and record within a month of completion of works.
- ix. The permission may be terminated immediately on violation of the agreed terms & conditions.
- x. The execution of the proposal by the Applicant would not hinder the future six laning, if any, at the particular location and if required then the applicant would ensure shifting of their utility at their own cost without any liability to NHAI in a time bound manner prescribed by NHAI.
- xi. Ensure that the submitted Agreement is in prescribed format as per Ministry circular no. RW/NH-33044/29/2015/S&R(R) dated 22.11.2016 for execution with the applicant, and BG be obtained as per the circular.
- xii. Work program from the Applicant may be obtained and ensure timely completion.
- xiii. The compliance of various undertakings given by the Applicant may be ensured before and after signing of license agreement, as the case may be in the interest of safety of road users and NHAI.
- xiv. If any, underground cable or other utility is encountered in the process of laying then the same will be laid carefully to prevent the cable/ utility from any damage, if any damage occurs in the laying process of cable then same will be compensated by the applicant.
- xv. In future, if NHAI/ Road Authority need, the said land for widening or for any other purpose, the licensee shall be bound to shift the utility at their own cost and NHAI shall not share any cost.
- xvi. IRC 98-1997 be complied.

Submitted for perusal/ approval.

(Arpit Mittal)
Site Engineer

Dy Manager (T) Submitted for your kind Perusal.

DGM (Tech)

Recommended for approval pl.

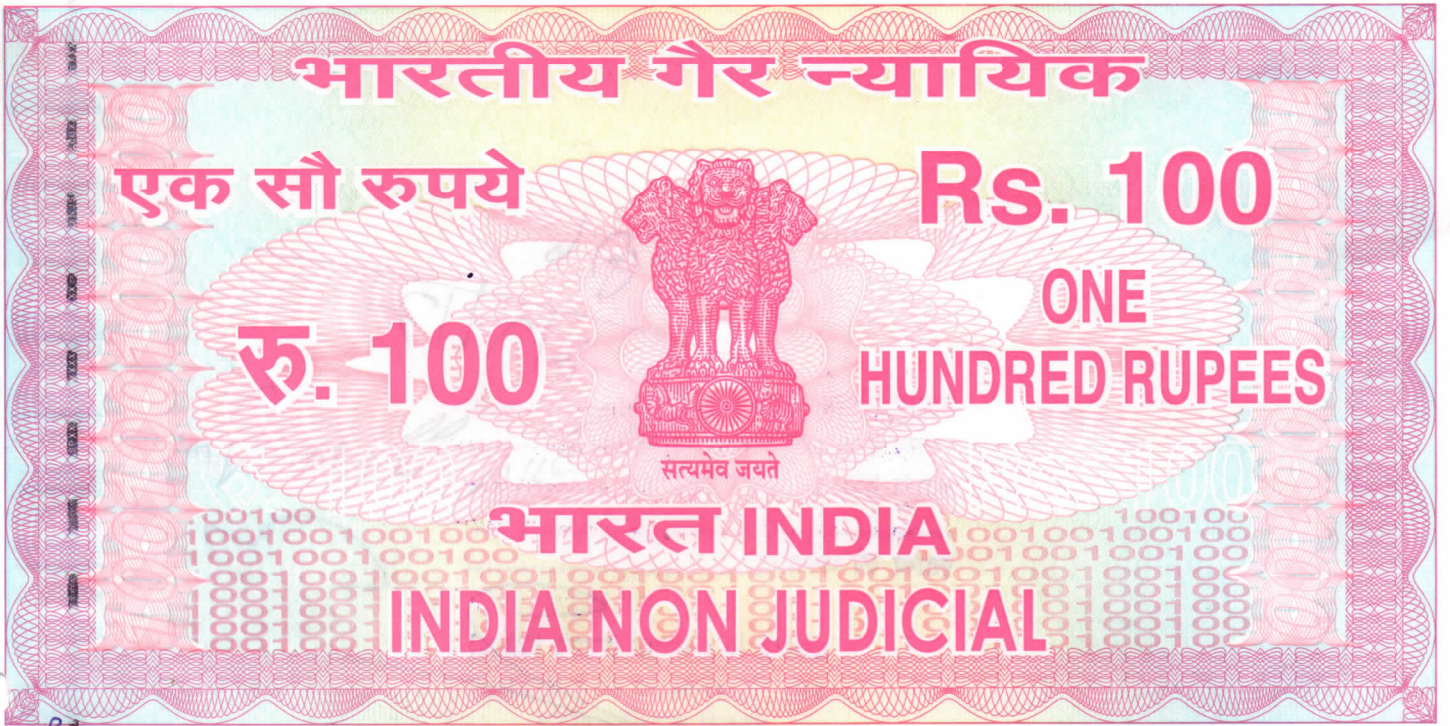
RO West UP

DGM (T)

AMT

Fwd to PIU Agra for necessary action pl.

→ 19001/1/RO-W-UP/NH-2/NOG/3097 dt-30/6/18



UTTAR PRADESH

DS 087788

LICENCE DEED FOR LAYING OF GAS PIPE LINE ON
NATIONAL HIGHWAY LAND

1. Agreement to lay Gas pipeline at/from 206.757 Kilometer to 213.960 Kilometer on/along left side of National Highway No. 2 in Survey No. ___ of the area of Mahaveer Dhaba to Bhagawan Filling Station & 1 no. road crossing at Ch. 213.960 Km. at Bhagawan Filling Station, Agra district.
2. AN AGREEMENT made this 15th day of June (month) of 2018 year (to be written in words) Fifteenth June Two thousand Eighteen between the President of India/national Highways authority of India (hereinafter called the Government which expression shall, unless excluded by or repugnant to the context, include his successors in office and assigns) of the one part and GREEN GAS LTD. Fortuna Tower, 2nd Floor, 10 Rana Pratap Marg, Lucknow – 10, a company registered under the Companies Act 1956 and having its registered office in Lucknow (name of the party). (hereinafter called the 'Licensee' which expression shall, unless excluded by or repugnant to the



वाई.डी.विदुवा/Y.D.Viduwa
परियोजना निदेशक/Project Director
भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
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परियोजना कार्यान्वयन इकाई, आगरा
Project Implementation Unit, Agra

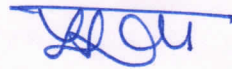
context, include his heirs its successors/ their successors and assigns) of the other Part.
Whereas the licensee has/licensees have applied to the Government/NHAI for permission to lay Gas pipeline at/from 206.757 Kilometer to kilometer 213.960 on/ along Left side of National Highway No. 2 in Survey No. ____ of the area of Mahaveer Dhaba (100 Ft Road) to Bahagawan filling station & 1 no. road crossing at Ch. 213.960 Km.

3. AND WHEREAS THE Government/NHAI has agreed to grant such permission on the terms and condition hereinafter mentioned.

4. Now this Agreement witnessed that, in consideration of the conditions hereinafter contained and on the part of the Licensee/Licensees to be observed and performed, the Government/NHAI hereby grants to the licensee/licensees permission to lay Gas pipeline as per the approved drawing attached hereto subject to the following condition namely :-

- i. That the licensee/licensees shall within three months from the date hereof but without interfering with the road traffic complete the laying Gas pipeline to the satisfaction of the Divisional engineer/Project Director in charge of the national Highways (hereinafter referred to as the Divisional/Executive Engineer/Project Director as applicable) in accordance with the drawings and specifications approved by the Divisional/Executive Engineer/ Project Director.
- ii. That the licensee/licensees shall be responsible for restoring the road and at his/their own cost to its original condition after laying the Gas pipeline or, after any damage caused due to inadequate maintenance /operation of the Gas pipes.
- iii. That in case of any burst or leak of Gas pipeline the Licensee/licensees shall bear the entire cost of restoration of damage caused to the road.
- iv. That the licensee/licensees shall not without the prior permission in writing of the Divisional/Executive Engineer/ Project Directors undertake any work of shifting, repairs or alterations to the said Gas pipeline.
- v. That the Licensee/licensees shall at all times permit any duly authorized officer or servant of the Government/NHAI to inspect the said Gas pipeline.




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- vi. That the licensee/licensees shall be liable for any loss or damage caused to the Government/NHAI by drainage obstruction or any other like cause due to the said Gas pipeline.
- vii. That the licensee/licensees within two months of a notice duly given to him to this behalf by the NHAI/ Government shall at his/their own cost remove the Gas pipeline and restore the road land to its original condition when required to do so by the Government/NHAI or by any person authorized on its behalf. The licensee/licensees shall not be entitled to any compensation on account of such removal or restoration.
- viii. That if the licensee fails/licensees fail to execute any work which he has/they have agreed to execute under this agreement to the entire satisfaction of the Project Director NHAI/ Government. The work shall be executed by the Project Director NHAI/ Government at the cost of the Licensee/licensees and the amount shall be recoverable from the Licensee/licensees as arrears of land revenue without prejudice to any other remedies which may be open to the Government/NHAI in this behalf.
- ix. That the licensee/licensees shall not sell, transfer or otherwise dispose of the premises without obtaining the previous consent of the Government/NHAI in writing.
- x. That this agreement will remain in force from a period of five years from the date of execution in the first instance and be terminated by a notice of two months and the permission may not be renewed after the expiry of the said period.
- xi. That the permission granted by this license shall not in any way to be deemed to convey to the licensee/licensees any right to or over or any interest in Government land other than what is herein expressly granted.
- xii. That during the subsistence of this license, the Gas pipeline located on the road shall be deemed to have been constructed and continued only by the consent



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and permission of the Government so that the right of the licensee/licensees to the use thereof shall not become absolute and indefeasible by lapse of time.

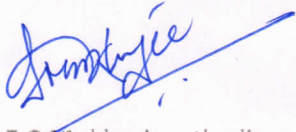
- xiii. That the licensee/licensees shall bear the stamp duty charges on this agreement.
- xiv. Govt. of India/NHAI will not be responsible for any damage of any kind by what so ever means natural or otherwise to the underground Gas pipeline.

- 5. The Gas pipeline shall not be brought into use by the licensee/licensees unless a completion certificate to the effect that the Gas pipeline have been laid in accordance with the approved specifications and drawings has been obtained from the Project Director NHAI.
- 6. The Licensee shall be abide by the conditions enclosed herewith as Annexure-I
- 7. Notwithstanding anything contained in clause 4 (vii), the licence may be cancelled at any time by the Government for a breach of any condition of the licence and the licensee/licensees shall not be entitle to any loss caused to it by such cancellation, nor shall it be absolved from any liability already incurred under this agreement.



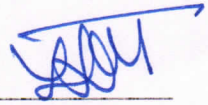
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This Agreement has been executed in duplicate and each party to this agreement has retained one stamped copy each.



Signed by Shri. F.C. Mukherjee the license

The constituted attorney of the licensees

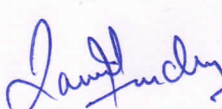


Signed by Shri

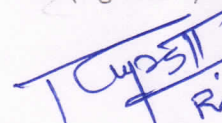
वाई. डी. विदुवा B. Viduwa
परियोजना निदेशक / Project Director
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For and on behalf of the president of India

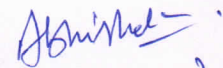
In the presence of

 Sanjit Pandey
Aam (P, O & M)

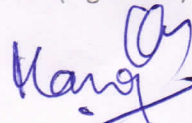
1. Name in full (Signature) with designation

 Rajesh Tripathi
AMP, O & M.

2. Name in full (Signature) with designation

 (Abhishek Sharma) P.A.

1. Name in full (Signature) with designation

 Manoj Kumar
P.A.

2. Name in full (Signature) with designation

N.B. In case of BOT works following clause has to be inserted

"The permitted Highway on which Licensee has been granted the right to lay Gas pipe Line has also been granted as a right of way to the concessionaire under the concession agreement for up-gradation -----
----- section from km 206.757 to Km. 213.960 Km of NH No -2 on Build, Operate and Transfer basis and therefore, the licensee shall honour the same."