



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण  
(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)  
**National Highways Authority of India**

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

परियोजना निदेशक का कार्यालय, परियोजना कार्यान्वयन इकाई  
Office of the Project Director, Project Implementation Unit

53, बसंत विहार, नौबस्ता, कानपुर – 208021  
53, Basant Vihar, Naubasta, Kanpur - 208021

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NHAI/13047/NOC/TPP/NH-86/KNP/2017/40752

Dated: 25<sup>th</sup> April, 2018

To,

**The Authorized Signatory,**  
M/s Neyveli Uttar Pradesh Power Limited,  
Ghatampur Thermal Power Project Site Office,  
Village-Laurimau Kasimpur, Tehsil- Ghatampur,  
P.O. Samuhi-208001, Kanpur Nagar (U.P.).

**Sub:** NUPPL/GTPP- Establishment of water carrier system to Ghatampur Thermal Power Project (GTPP) site, Lahurimau–Laying of 1100mm dia twin pipeline along the NH-86 (Km. 20.8 to Km. 61.9) western Allahabad Branch Canal near Bidhnu Kasba to Lahurimau/ Kasimpur for 3x660 MW GTPP – Permission requested to use RoW along NH-86 from Km. 20.8 to Km. 61.9.

- Ref:** i) This office letter No. NHAI/13047/NOC/TPP/NH-86/KNP/2017/40735 dt. 24.04.2018.  
ii) Your letter No. CEO/NUPPL/NHAI/Water Carrier System/LICENCE FEE-1/2018 dt 24.04.2018.

Sir,

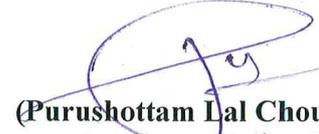
This is regarding the permission for establishment of water carrier system to Ghatampur Thermal Power Project (GTPP) site, Lahurimau–Laying of 1100mm dia twin pipeline along the NH-86 (Km. 20.8 to Km. 61.9) western Allahabad Branch Canal near Bidhnu Kasba to Lahurimau/ Kasimpur for 3x660 MW GTPP – Permission requested to use RoW along NH-86 from Km. 20.8 to Km. 61.9.

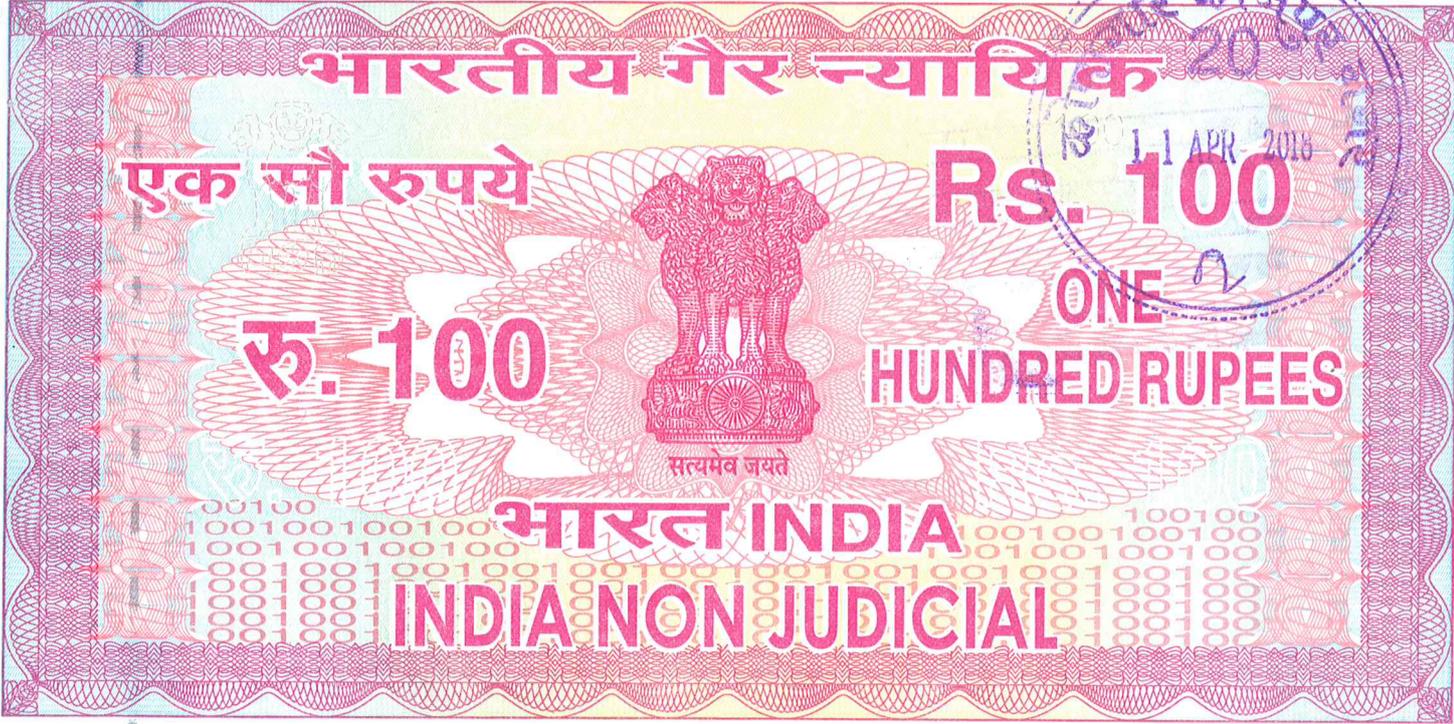
In compliance of this office letter dt. 24.04.2018 you have submitted the undertaking as well as License Deed on India Non Judicial Stamp of worth Rs. 10/- and Rs. 100/- respectively duly signed by Authorized Signatory M/s Neyveli Uttar Pradesh Power Limited.

In view of above, one set of the License Deed duly signed by the undersigned is hereby forwarded for your information and necessary action please.

Yours faithfully,

**Encl:** As above.

  
(Purushottam Lal Choudhary)  
Project Director



उत्तर प्रदेश UTTAR PRADESH

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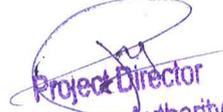
**AGREEMENT REGARDING GRANTING OF RIGHT OF  
WAY PERMISSION**

**FOR LAYING UTILITY SERVICES ON NATIONAL  
HIGHWAY**

Agreement to lay DI pipe line from Bidhnu Canal chainage 20.8KM to Ghatampur Thermal Power Plant chainage 61.9KM of National Highway Land.

This Agreement made this.....<sup>29<sup>th</sup></sup> day of...APRIL... (month)...2018... of (year) between..... acting in his executing capacity through..... (Hereinafter referred to as the "Authority" which expression shall unless excluded by or repugnant to the context, include his successors in office and assigns) on the one part, and M/S Neyveli Uttar Pradesh Power Limited, [A joint venture company between NLC India Limited (A 'Navratna' Government of India Enterprise), a company registered under the Companies Act, 1956 and having its Registered office at 6/42, Vipul Khand Gomti Nagar, Lucknow-226010 through its Chief Executive Officer/NUPPL as its Executive Authority having its Office at Address : Ghatampur Thermal Power Project Site Office, near

  
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मुख्य कार्यकारी अधिकारी  
CHIEF EXECUTIVE OFFICER  
नेयवेली उत्तर प्रदेश पावर लिमिटेड  
NEYVELI UTTAR PRADESH POWER LTD.

  
Project Director  
National Highway Authority of India  
P.I.U., Kanpur

Village Laurimau-Kasimpur, Ghatampur Tehsil, P.O. Samuhi-Pin 208001, Dist. Kanpur Nagar, State Uttar Pradesh (hereinafter called the "Licensee") which expression shall unless excluded by repugnant to the context, include his successors/ administrator assignees on the second part.

Whereas the Authority is responsible, inter-alia, for development and maintenance of lands in Km 20.8 to Km 61.9 of NH-86 ROW.

Whereas the Licensee proposes to lay pipe line referred to us utility services in subsequent paras.

Whereas the Licensee has applied to the Authority for permission to lay utility services from Km 20.8 to Km 61.9 of road / route up to Ghatampur TPP.

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

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

1. ROW permissions are only enabling in nature. The purpose of extending the way leave facility on the National Highway ROW is not for enhancing the scope of activity of a utility service provider, either by content or by intent. Further, enforceability of the permission so granted shall be restricted only to the extent of provision/ scope of activities defined in the license agreement & for the purpose for which it is granted.
2. No Licensee shall claim exclusive right on the ROW and any subsequently users will be permitted to use the ROW, either above or below, or by the side of the utilities laid by the first user, subject to technical requirement being fulfilled. Decision of the Authority in relation to fulfilment of technical requirements shall be final and binding on all concerned parties. In case any disruption /damage is caused to any existing user by subsequently user, the Authority shall not be held accountable or liable in any manner.
3. The Licensee shall be responsible for undertaking all activities including, but not limited to site identification. Survey, design, engineering, arranging, finance, project management, obtaining regulatory approval & necessary clearances, supply of equipment, material, construction, erection, testing and

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commissioning, maintenance and operation and all other activities essential or required for efficient functioning of their own utility/industrial infrastructure facility.

4. The Licensee shall pay license fees @ Rs. -----/ sqm/month to the Authority (33%). The Licensee fee shall become payable from the date of handing over of Row land to the Licensee, for the laying utility /cables/conduits/ pipeline for infrastructure/ service provider. As regarding Tariff and Terms and condition for providing common utility ducts along National Highway, there shall be a separate agreement regime.
5. Fee shall have to be paid in advance for the period for which permission is granted for entering into a license agreement. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @ 15% per annum compounded annually.
6. Present policy of the MoRT&H is to provide a 2.00 m wide utility corridor on either side of the extreme edge of ROW. In cases where utility ducts with sufficient space are already available along NH, the utility services shall be laid in such ducts subject to technical requirements being fulfilled.
7. The utility service shall be laid at the edge of ROW. In case of restricted width of ROW, which may be adequate only to accommodate the carriageway, central verge, shoulders slopes of embankment, drains, other road side furniture etc: the utility service shall be laid beyond of the embankments and clear of the drain.
8. The Licensee shall make his own arrangement for crossing of the cross drainage structure, rivers, etc. below the bed. In case, this is not feasible, the utility services may be carried outside the railing/ parapets and the bridge superstructure. The fixing and supporting arrangement with all details shall be required to be approved in advance from the concerned Highway Administration. Additional cost on account of fixing supporting arrangement as assessed by the Authority shall be payable by the Licensee.
9. In exceptional cases, where Row restricted the Utility services can be allowed beneath the carriageway of service road, if available, subject to the condition that the utility services be laid in concrete ducts, which will be designed to carry traffic on top. The width of the duct shall not be less than one. In such

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cases, it also need to ensure that maintenance of the utility service shall be interfere with the safe and smooth flow of traffic. The cost of operation and maintenance will have to be borne by the Licensee.

10. It is to be ensured that at no time there is interference with the drainage of the road land and maintenance of the National Highways. Towards this, the top of the utility services shall be at least 0.6 meter below the ground level. However, any structure above ground shall be aesthetically provide for/ landscape with required safety measures as directed by the concerned Authority.
11. The utility services shall be permitted to cross the National Highway either through structure or conduits specially built for the purpose. The casing / conduit pipe should, as minimum, extend from drain in cuts and toe of slope to toe of slope in the fills and shall be designed in accordance with the provision of IRC and executed following the Specifications of the Ministry.
12. Existing drainage structure shall not be allowed to carry the lines across.
13. The top of the casing/ conduit pipe containing the utility services to cross the road shall be at least 1.2 m below the top of the sub grade or the existing ground level whichever is lower, subject to being at least 0.3m below the drain inverts. A typical sketch showing the clearances is given in Attachment-I.
14. The utility service shall cross the National Highway preferable on a line normal to it or as nearly so as practicable.
15. The casing/conduit pipe for crossing the road may be installed under the road embankment either by boring or digging a trench. Installation by boring method shall be preferred.
16. In the case of trenching, the side of the trench should be done as nearly vertical as possible. The trench width should be at least 30 cm, but not more than 60 cm wider than the outer diameter of the pipe. Filling of the trench shall conform to the specification contained here-in-below or as supplied by the Highway Authority.
  - a. Bedding shall be to a depth not less than 30 cm. It shall consist of granular material, free of lumps, clods and cobbles, and graded to yield a firm surface

  
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- without sudden change in the bearing value. Unsuitable soil and rock edges should be excavated and replaced by selected material.
- b. The backfill shall be completed in two stages (i) Side- fill to the level of the top the pipe (ii) Overfill to the bottom of the road crust.
  - c. The side fill shall consist of granular laid in 15 cm. Layers each consolidated by mechanical tamping and controlled addition of moisture to 95% of the Proctor's Density. Overfill shall be compacted to the same density as the material that had been removed. Consolidation by saturation or ponding will not be permitted.
  - d. The road crust shall be built to same strength as the existing crust on either side of the trench or to thickness and specifications by the Highway Authority.
17. The Licensee shall ensure making good the excavated trench for laying utility service by proper filling and compaction, so as to restore the land into the same condition as it was before digging the trench, clearing debris /loose produced due to execution of trenching at least 50 m away from the edge of the right of way.
18. All required restoration work subsequently to laying of the cable shall be required to be undertaken by the Licensee at its cost itself or through its authorized representative in consultation with the Authority as per predetermined time schedule and quality standards.
19. Prior to commencement of any work on the ground, a performance Bank Guarantee @ Rs 100 per route meter with a validity of one year initially (extendable if required till satisfactory completion of work) shall have to be furnished by the Licensee to the Authority/ its designated agency as a security against improper restoration of ground in terms of filling/ unsatisfactory compaction damages caused to other underground installation/ utility services & interference, interruption, disruption or failure caused thereof to any service etc. In case of the Licensee failing to discharge the obligation of making good of the excavated trench/ other restoration work, the Authority shall have a right to make good the damage caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee.
20. In case, the Performance Bank Guarantee is invoked as mentioned above, the Licensee shall be required to replenish and reinstate the required performance Bank Guarantee within one month of such invoking. In case the work contemplated herein is not completed to the satisfaction of the

Authority, which has granted the permission, within a period of 11 months from the date of issue of the Bank Guarantee, the Licensee shall either furnish a fresh guarantee or extend the guarantee for a further period of one year. Notwithstanding this, the Licensee shall be liable to pay full compensation to the aggrieved Authority / its designated agency for any damage sustained by them by reason of the exercise of ROW facility.

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

services, the Licensee has to execute the restoration work in a time bound manner at its cost either by itself or through its authorized representative in consultation with the Authority as per predetermined time schedule and quality standards. In case of the Licensee failing to discharge the Authority shall have a right to make good the damage caused by excavation, at the cost Licensee and recover the amount by forfeiture of the Bank Guarantee.

26. The Licensee shall inform/give a notice to the concerned agency by the Authority at least 15 days in advance with route details prior to digging trench, for fresh or maintenance / repair work. A separate performance Bank Guarantee for maintenance /repair work shall have to be furnished by the Licensee.
27. Each day, the extent of digging the trenches should be strictly regulated so that utility service is laid and trenches filled up before the close of the work that day. Filling should be completed to be satisfaction of the concerned agency designated by the Authority.
28. The Licensee shall indemnify the concerned agency in co-ordination with Authority, against all damage and claims, if any due to the digging of trenches for laying cables/ ducts.
29. The permission for laying utility service is granted maximum for 5 years at a time, which can thereafter be considered for renewal. On payment of additional fee at the time of renewal, the permission shall automatically be renewed, useless defaults exist. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @ 15% per annum compounded annually.
30. The permission shall be valid only for the period it is issued and fee deposited however, the Authority also has a right to terminate the permission or to extend the period of Agreement.
31. That the Licensee shall not undertake any work of shifting, repairs or alterations to the utility services without prior written permission of the concerned agency in co-ordination with the Authority.
32. The permission granted shall not in any way be deemed to convey to the Licensee any ownership right or any interest in route/ road/highway land/ property, other than what is herein expressly granted. No use of NH, ROW will be permitted for any purpose other than that specified in the Agreement.

  
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33. During the subsistence of this Agreement, the utility services located in Highway land/ property shall be deemed to have been constructed and continued only by the consent and permission of the Authority so that the right of the Licensee to the use thereof shall not become absolute and indefeasible by lapse of time.
34. The Licensee shall be the Stamp Duty charged on this Agreement.
35. Three copies of 'as laid drawings' of utilities (hard and soft copies) with geo-tagged photographs and geo-tagged video recording of laying of cables in the trench (with respect of the NHAI) and after complete restoration shall be submitted to the Authority for verification and record within a month of completion of work.
36. The Licensee shall allow free access to the site at all times to the authorised representative of Authority to inspect the Project Facilities and to investigate any matter within Authority, and upon reasonable assistance necessary to carry out their respective duties and functions.
37. The utility services shall not be made operational by the Licensee unless a completion certificate to the effect that the utility services has been laid in accordance with the approved specification and drawing and the trenches have been filled up to the satisfaction of the concerned agency in co-ordination with the Authority has been obtained. Notwithstanding anything contained herein, this Agreement may be cancelled at any time by Authority for breach of any condition of the same and the Licensee shall neither be entitled to any compensation for any loss caused to it by such cancellation nor shall it be absolved from any liability already incurred.
38. The Licensee shall ensure adherence to relevant Indian standards and follow best industry practises, methods and standards for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation, repair and maintenance of any part of the utility lines/industrial infrastructure facilities and which practices, methods and standards shall be adjusted as necessary, to take account of:
- operation, repair and maintenance guidelines given by manufactures,
  - the requirements of Law,
  - the physical conditions at the Site, and
  - the safety of operating personnel and human being.

  
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39. The Licensee shall have to provide safety measures like barricading, danger lighting and other necessary action boards while executing the work.
40. While laying utility services, at least one lane of road shall be kept open to traffic at all time. In case of single lane road, a diversion shall be constructed. If any traffic diversion works are found necessary during the working period such diversion shall be provided at the cost of Licensee.
41. After the termination /expiry of the agreement, the Licensee shall remove the utility services within 90 days and the site shall be brought back to the original condition failing which the Licensee will lose the right to remove the utility services. However before taking up the work of removal of utility services the Licensee shall furnish a Bank Guarantee to the Authority for a period of one year for an amount assessed by the Authority as a security for making good the excavated trench by proper filling and compaction, clearing debris, loose earth produced due to excavation of trenching at least 50m away the edge of ROW.
42. Any disputes in interpretation of the terms and condition of this Agreement or their implementation shall be referred to the redress mechanism prevailing in the Ministry and the decision of the redress mechanism shall be final and binding on all.
43. For PPP Projects, in case of any financial loss incurred by the respective project Concessionaires due to such laying/shifting of utility services by the Licensee, compensation for the same shall be required to be borne by the Licensee in mutual agreement with the respective project Concessionaires. MoRT&H/ NHAI/implementing authorities for the project shall not be liable to the Concessionaire in any way in this regard.
44. The following undertaking is also submitted, which is the 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 (M/s Neyveli Uttar Pradesh Power Limited, Kanpur) at his own cost, in the additional land so acquired.

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- 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 used by M/s Neyveli Uttar Pradesh Power Limited, Kanpur for any purpose other than that specified in the license deed, eg for Advertisement towers, statues, structures, etc.
- d) It will be ensured by M/s Neyveli Uttar Pradesh Power Limited, Kanpur (a) minimum disruptions of traffic and (b) no damage to the highways during execution of work.

  
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National Highway Authority of India  
P.I.U., Kanpur

This agreement has been made in duplicate, each on a Stamp Paper, Each party to this Agreement has retained one stamped copy each.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THROUGH THEIR RESPECTIVE AUTHORISED REPRESENTATIVES THE DAY AND THE YEAR FIRST ABOVE WRITTEN.

SIGNED SEALED AND DELIVERED FOR AND BEHALF OF AUTHORITY.

BY SHRI.....

(Signature, name & address with stamp)

SIGNED ON BEHALF OF M/S NEYVELI UTTAR PRADESH POWER LIMITED (LICENSEE)

BY SHRI.....  
(Signature, name & address with stamp)

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

IN THE PRESENCE OF (WITNESSES):

1. 
2. 

  
Project Director  
National Highway Authority of India  
P.I.U., Kanpur