

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL,
PRINCIPAL BENCH, NEW DELHI

ORIGINAL APPLICATION NO. 492 OF 2022

IN THE MATTER OF:

GREEN WOOD CITY VILLA JAN WELFARE
SOCIETY & ANOTHER ...APPLICANT(S)

VERSUS

GODWIN CONSTRUCTION COMPANY
PRIVATE LIMITED & OTHERS

...RESPONDENT(S)

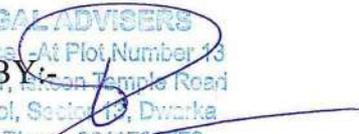
INDEX

SR. NO.	PARTICULARS	PAGE NO.
1.	COPY OF LETTER DATED 12.04.2024 ISSUED BY THE RESPONDENT NO. 8 BEARING NO. NHAI/PIU-MRT/11041/2024/D-29871 TO MDA	1
2.	COPY OF LICENSE AGREEMENT DATED 12.04.2024 EXECUTED BETWEEN THE RESPONDENT NO. 8 AND THE MDA	2-4

DATED: 13.04.2024
NEW DELHI

CHHABRA LEGAL ADVISERS

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भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)
National Highways Authority of India
(Ministry of Road Transport & Highways, Government of India)

परियोजना क्रियान्वयन इकाई - मेरठ
Project Implementation Unit, Meerut

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NHAI/PIU-MRT/11041/2024/D- 29071

Date: 12.04.2024

To,

Sh. Arun Kumar Sharma
Executive Engineer,
Meerut Development Authority
Meerut (UP)

Sub: Request for the NOC Case for laying of proposed Sewer Pipe Line U/G 200 mm Ø C.I. Ductile Iron Pipe of Meerut Development Authority from Km. 58.110 (LHS) to Km. 58.429 (LHS) (Length 319m) and one crossing at Km. 58.110 (Length 49.0 m) (Total Length 368m) on NH-58 (New NH-334) (Delhi to Haridwar Road) in Village - Rampur Pavati, District - Meerut in the Uttar Pradesh.

Ref: Your office letter no. 131. dated. 11.10.2023

Sir,

In reference to above mentioned your office letter regarding NOC for laying of proposed Sewer Pipe Line U/G 200 mm Ø C.I. Ductile Iron Pipe of Meerut Development Authority from Km. 58.110 (LHS) to Km. 58.429 (LHS) (Length 319m) and one crossing at Km. 58.110 (Length 49.0 m) (Total Length 368m) on NH-58 (New NH-334) (Delhi to Haridwar Road) in Village - Rampur Pavati, District - Meerut in the Uttar Pradesh

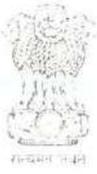
2. In this regard, in light of MoRT&H Guidelines dated. 22.11.2016, one set of agreement duly signed by undersigned is enclosed herewith for your further necessary action.

Encl: Signed Agreement.


(Santosh Kumar Bajpai)
Project Director

Copy to :

1. Regional office, Delhi - for information.
2. District Magistrate - Meerut - for information.
3. Team Leader, M/s LN Malviya infra Projects Pvt. Ltd. - for information.
4. Authorized Signatory, M/s Western UP Tollway Pvt Ltd. - for information.

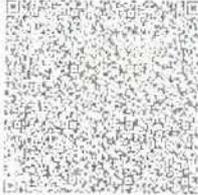


Government of Uttar Pradesh

IN-UP17886680466675W

e-Stamp

Certificate No. : IN-UP17886680466675W
Certificate Issued Date : 06-Apr-2024 04:44 PM
Account Reference : NEWIMPACC (SV)/ up14666904/ MEERUT SADAR/ UP-MRT
Unique Doc. Reference : SUBIN-UPUP1466690431956764621230W
Purchased by : MEERUT DEVELOPMENT AUTHORITY MEERUT
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : Not Applicable
Consideration Price (Rs.) :
First Party : MEERUT DEVELOPMENT AUTHORITY MEERUT
Second Party : NHAI
Stamp Duty Paid By : MEERUT DEVELOPMENT AUTHORITY MEERUT
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)



(अरुण कुमार शर्मा)
अधिशायसी अभियन्ता
मेरठ विकास प्राधिकरण
मेरठ

Project Director
National Highways Authority of India
PIU - Meerut

E-Stamp Certificate No. IN-UP17886680466675W

LICENSE FOR THE USE OF NATIONAL HIGHWAY LAND

Enclosure to Ministry of Transport & Highway Letter No.- RW/NH-33044/29/2005/S&R(R) Dated- 22.11.2016.

AGREEMENT to laying of proposed Sewer Pipe Line U/G 200mm Ø C.I. Ductile Iron Pipe of Meerut Development Authority from Km. 58.110 (LHS) to Km. 58.429 (LHS) (Length 319m) and one Crossing at Km. 58.110 (Length 49.0m) (Total Length 368m) on NH- 58 (New NH- 334) (Delhi to Haridwar Road) in Village- Rampur Pavati, District- Meerut in the State of Uttar Pradesh.

This agreement made this 12th day of April Month of 2024 Year between MORT&H/NHAI acting in his executive capacity through ("hereinafter referred to as MORT&H/NHAI which expression shall unless excluded / included his successors in office and assigns) on the one part and "**Meerut Development Authority**" having it's office address: Meerut development Authority Vikash Path, 218 Civil Line, Meerut- UP, which expression shall, unless excluded by repugnant to the context include his heirs its successors their successors their and assigns of the second part.

Whereas MORT&H / NHAI is responsible, Inter-alia, for development and maintenance of lands in Km. 58.110 (LHS) to Km. 58.429 (LHS) (Length 319m) and one Crossing at Km. 58.110 (Length 49.0m) (Total Length 368m) on NH- 58 (New NH- 334) (Delhi to Haridwar Road) in Village- Rampur Pavati, District- Meerut in the State of Uttar Pradesh.

Whereas the licensee proposes to lay of proposed Sewer Pipe Line U/G 200mm Ø C.I. Ductile Iron Pipe referred to as utility services in subsequent paras.

Whereas the license has applied to the authority for permission to lay of proposed Sewer Pipe Line U/G 200mm Ø C.I. Ductile Iron Pipe of Meerut Development Authority from Km. 58.110 (LHS) to Km. 58.429 (LHS) (Length 319m) and one Crossing at Km. 58.110 (Length 49.0m) (Total Length 368m) on NH- 58 (New NH- 334) (Delhi to Haridwar Road) in Village- Rampur Pavati, District- Meerut in the State of Uttar Pradesh.

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 witnessed that in consideration of the condition hereinafter contained and on the part of the license to be observed and performed "The MORT&H/NHAI hereby grants to the license 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 provisions / scope of activities defined in the license agreement & for the purpose for which it is granted.

Project Director
National Highways Authority of India
PIU - Meerut

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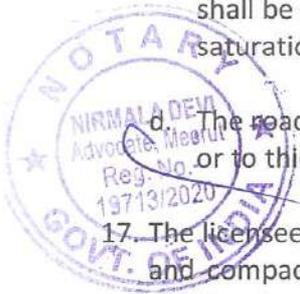
2. No license shall claim exclusive right on the ROW and any subsequent user will be permitted to use the ROW, either above or below, or by the side of the utilities laid by the first user, subject to technical requirements being fulfilled. Decision of the Authority in relation to fulfilment of technical requirements shall be final and binding on all concerned parties, in case any disruption/damage is caused to any existing user by the subsequent user, the Authority shall not be held accountable or liable in any manner.
3. The licensee shall be responsible for undertaking all the activities including, but not limited to site identification, survey, design, engineering, arranging finance, project management, obtaining regulatory approvals & necessary clearances, supply of equipment, material, construction, erection, testing and commissioning, maintenance and operation and all other activities essential or required for efficient functioning of their own utility / industrial infrastructure facilities.
4. The licensee shall pay license fee @ Rs ----- / sq. m. /month to the Authority. The license fee shall become payable from the date of handing over of ROW land to the licensee, for laying of utilities / cables /conduits /pipelines for infrastructure / service provider. As regards Tariff and terms and conditions for providing common utility ducts along National Highways, 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 in to 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 2.0m wide utility corridor on either side of the extreme edge of ROW. In case where utility ducts with sufficient space are already available along NH, the utility service 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 the toe line of the embankments and clear of the drain.
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 utility services may be carried outside the railings/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 and supporting arrangement as assessed by the Authority shall be payable by the Licensee.
9. In exceptional cases, where ROW is restricted the utility service 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 lane. In such cases, it also needs to ensure that maintenance of the utility services shall not 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 metre below the ground level. However, any structure above ground shall be aesthetically provided for/landscaped with required safety measures as directed by the concerned authority;

Project Director
National Highways Authority of India
PIU - Meerut

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मेरठ

11. The utility service shall be permitted to cross the National Highway either through structure or conduits specially built for that purpose. The casing/conduit pipe should, as minimum, extend from drain to 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 structures 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 1.2m 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 services 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 case of trenching, the sides 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 cms wider than the outer diameter of the pipe. Filling of the trench shall conform to the specifications 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 be consisting of granular material, free of lumps, clods and cobbles, and graded to yield a firm surface 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 of the (Cable) (ii) overfill to the bottom of the road crust.
 - c. The side fill shall consist of granular material laid in 15cm. 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 the same strength as the existing crust on either side of the trench or to thickness and specifications stipulated by the Highway Authority.
17. The licensee shall ensure making good the excavated trench for laying utility services 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;
18. All required restoration works subsequent to laying of the cable shall be required to be undertaken by the licensee at its cost either by 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.

Per route metre / Rs.	Per sqm. 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 damaged caused to other underground installations/utility services
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National Highways Authority of India
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& interference, interruption, disruption or failure caused thereof to any services 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 damages 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 license 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 designed agency for any damage sustained by them by reason of the exercise of the 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 utilities/underground installations/facilities etc. The licensee shall ensure the safety and security of already existing underground installation 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 installation utilities/facilities etc.
23. The licensee shall be solely responsible/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 damages/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 highways. 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 trenchless technology. 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 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 obligation of making good of the excavated trench/other restoration work, the Authority 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 the Bank Guarantee.
26. The licensee shall inform/give a notice to the concerned agency designated by the Authority 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.

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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 the satisfaction of the concerned agency designated by the Authority.
28. The licensee shall indemnify the concerned agency in co-ordination with Authority, against all damages and claims, if any due to the digging of trenches for laying cables/ducts.
29. The permission for laying utility services is granted maximum for 5 year 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, unless defaults exist. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract @ 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.
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 license shall bear 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 recordings of laying of cables in the trench (with respect to the NH) and after complete restoration shall be submitted to Authority for verification and record within a month of completion of works.
36. The licensee shall allow free access to the site at all times to the authorised representatives of Authority to inspect the Project Facilities and to investigate any matter within their Authority, and upon reasonable notice, shall provide reasonable assistance necessary to carry out their respective duties and functions.
37. The utility service 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 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 practices, 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;

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- a. Operation, repair and maintenance guidelines given by the manufacturers,
 - b. The requirements of Law,
 - c. The physical conditions at the site, and
 - d. The safety of operating personnel and human beings
39. The licensee shall have to provide safety measures like barricading, danger lighting and other necessary caution boards while executing the work.
 40. While laying utility services, at least one lane of road shall be kept open to traffic at all times. 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 license shall remove the utility services within 90 days and the site shall be brought back to the original condition failing which the license 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 from the edge of the ROW.
 42. Any disputes in interpretation of the terms and conditions 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/NHA/ implementing authorities for the project shall not be liable to the concessionaire in any way in this regard.
 44. There shall be no damage to the Project Assets all along the length of the project and within the ROW of the Project.
 45. The dismantled/ broken section/ section element of Main Carriageway, Service Road & Drain shall be restored in conformity to the existing & Project Specifications.
 46. The safety of workers, materials & machineries for and during execution of the said works shall be responsibility of the applicant.
 47. The safety of road users during execution of the said works shall be responsibility of the applicant.
 48. The said works shall be executed with prior intimation, permission and in coordination with the Authority Concessionaire & IE.
 49. Any mishap or theft due to the said work will be sole responsibility of the applicant.
 50. The said works shall be executed as per the norms, policies & approvals of NHAI. The Authority, the applicant shall be liable for all applicable permits & licenses for the said works.
 51. The NHAI and its Concessionaire shall not be liable for any mishap, consequences & responsibilities arising out of the said works at any point of time.

Project Director
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52. The plying of traffic shall not be obstructed and prior necessary permission for any sort of traffic diversion/ lane closer required for the said works shall be obtained by the applicant from the competent Authority, Concessionaire & local administration.
53. The applicant shall be solely responsible and liable for any damage to other existing utilities and shall repair/ rectify the same at their own cost.
54. The applicant shall at no time disturb any kind of project work within NH ROW.
55. The applicant shall be liable to repair/ rectify all the assets of NH including Landscaping/ paver block/ footpath or any other project furniture at their own cost.
56. The applicant shall submit the work programme to the Concessionaire and Independent Engineer before the actual execution of work.
57. The applicant shall ensure all traffic diversions permission from the Authority Engineer and the traffic police.

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 ON BEHALF OF AUTHORITY.

BY SHRI _____ Project Director
National Highways Authority of India
PIU - Meerut
(Signature, name & address with stamp)

SIGNED ON BEHALF OF M/S _____ (LICENSEE)
BY SHRI _____
(Signature, name & address with stamp)

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

IN THE PRESENCE OF (WITNESSES):

1. वेदप्रकाश अवस्थी
(अवर अभियन्ता)
2. निकेता सिंह
(सहायक अभियन्ता)
मेरठ विकास प्राधिकरण, मेरठ

ATTESTED BY
NOTARY
NIRMALA DEVI
Reg.-18713/20
GOVT. OF INDIA
MEERUT
No. B.- 3897387596

08-4-24