

BEFORE THE NATIONAL GREEN TRIBUNAL
SOUTHERN ZONE, CHENNAI

Suo Motu Original Application No.299 of 2013 (SZ)

IN THE MATTER OF:

Suo Motu Based on the video on social media
"On encroachment upon blocking almost one
side of the Cooum river Passing through the
Subbha Road Avenue, Nungambakkam".

- Applicant

Vs

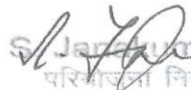
1. The Additional Chief Secretary to
Govt. of Tamil Nadu,
Chennai.
2. The National Highways Authority of India
Rep by its Project Director
5th Floor, CMRL Admin Building
Koyambedu, Chennai – 600 107
3. The Secretary Public Works Department,
Govt. of Tamil Nadu,
Chennai.
4. The commissionaire Corporation of Chennai.
Govt. of Tamil Nadu,
Chennai.
5. The Chairman Tamil Nadu Pollution Control Board,
Govt. of Tamil Nadu, Chennai.
6. The Member Secretary Tamil Nadu Coastal Zone Management Authority.
Govt. of Tamil Nadu,
Chennai.

- Respondent

Reply submitted by 2nd Respondent:

I, S. Janakumaran, S/o Shri. Saravanan, aged about 53 years, Project Director, National Highways of India, PIU - Chennai, having office at 5th Floor, CMRL Admin Building, Koyambedu, Chennai – 600 107, do hereby solemnly affirm and declare as under: -

I am serving as Project Director, Project Implementation Unit – Chennai-I, National Highways Authority of India and I am the 2nd Respondent herewith and I am conversant with the facts of the case from the records available in the office as such I am Competent to swear this status report on behalf of Respondent.


S. Janakumaran
परिचालन निदेशक
PROJECT IMPLEMENTATION UNIT

I submit that, the project road comprises of Construction of Double tier elevated corridor for a total length of 20.593 Km. and the project starts from Chennai port to Maduravoyal from Km. -0+342 to Km. 20+593 and around 15.150 Km of project length is proposed along the Cooum river from Ch. 0+550 to 15+700 in Chennai District in the State of Tamil Nadu.

2. Salient Features of the Project:

I submit that the project has many salient features as detailed below.

- The project is envisaged to provide seamless connectivity to Chennai Port on 24 x 7 basis. Presently, trucks are not allowed within the city limits during the day time due to traffic regulations by the police department presently the trucks are using Chennai bypass reaching Puzhalthen from Puzhal to Madhavaram further along IRR, MORR and EEW to reach Chennai port.
- On construction of this Elevated corridor will be directly connected to Chennai port by avoiding additional distance of 15 Km and reducing the travel time and traffic congestion in Chennai city.
- The section from Chennai Port to Maduravoyal will primarily be developed along the Cooum river in which the first tier is bound for the city based traffic and the second tier is exclusive for port bound traffic.
- The present project proposal will increase the handling capacity of Chennai Port from 1.38 million TEUs to 2.64 million TEUs and the estimated port bound traffic will be 52,080 PCU in the year 2047 whereas, the current traffic is 19,580 PCU.
- Further, considering the future traffic congestion due to increasing number of vehicles in Chennai. The elevated corridor is proposed in two - tiers where tier - 1 is proposed with 13 nos with entry & exit ramps along the alignment to cater Chennai city traffic. There shall be no toll charges collected for first tier users.

3. Clearances obtained for the project:

- Clearances for GAD were obtained from Southern Railways for 2 nos of ROB crossing the project alignment.
- The CRZ clearance were obtained for the project alignment by the ChPA on 17.04.2023.

4. MOU executed between NHAI, GoTN, ChPA & Indian Navy on 16.05.2022:

It is submitted that initially the technical committee was constituted for approving the alignment consisting of Experts from MoRT&H, NHAI, PWD, Highways Department, Chennai Port Trust Authority (ChPA) and an expert from IIT Madras. On recommendation

S. Janakaraman
S. Janakaraman
Director

of the technical committee the alignment was approved by the GoTN letter dt.23.05.2017. Further, an MOU was signed with Government of Tamil Nadu, CHPA, Indian Navy and NHAI for implementation of this project on 16.05.2022 (Annex-I enclosed). In the construction of this project around 604 piers are to be constructed along the Coovum river and same was mentioned in para 6 of MOU mentioned as *“The Government of Tamil Nadu admits and acknowledged that a total of 338 piers are coming directly in the coovum river and 37 piers partially on the river and 229 piers coming on the bank of the river and it has no objection to the same. NHAI shall ensure that the top of pile should invariably be kept below bed level of the river, so as not to obstruct the river flow”*.


The alignment General Arrangement Plan with Pier coordinates was communicated to WRD for concurrence on 03.01.2022. In response to the same, the Engineer in Chief and Chief Engineer (General) WRD has recommended the concurrence to Govt. of Tamil Nadu with certain conditions regarding the construction of 4 lane Elevated Corridor from Chennai Port to Maduravoyal.

5. Conditions of WRD:

- Taking up a Hydraulic dynamic and Mathematical study of the river due to the introduction of 3.5m pier in the Coovum river way where construction is proposed.
- Demolition of existing structure constructed during 2010-2012.
- Undertaking to be submitted by NHAI for carrying out construction activities at Coovum river.

6. NHAI undertaking to the WRD:

- The Hydro- Dynamic Mathematical Model Study initiated through The Director Centre for Water Resources, Anna University with respect to introduction of 3.5 m dia piers in the Coovum river. Further, NHAI has given undertaking upon completion of study, the mitigation measures, if any, required to be implemented due to construction of piers will be carried out by NHAI.
- All the piers, pile cap and piles constructed in the earlier concessionaire period will be demolished and the debris will be completely removed upto the bed level of the river. The debris generated due to demolishing of the existing structures will be safely disposed away from river boundary.
- Temporary platforms formed for the construction of foundation pile and pile caps will be removed during the monsoon period and construction operations will be suspended during the rainfall period to ensure the safe discharge of water during the peak rainy season. The balance foundation works will be carried out after the end of monsoon season.


J. Jayaraman
परियोजना निदेशक
Project Director


7. It is further, submitted that WRD has requested to submit the detailed work sequence, methodology and schedule plan for the removal of temporary work platform prior to onset of monsoon season i.e., by October. WRD also informed that necessary remedial measures should be undertaken to ensure uninterrupted water flow throughout the construction period. Construction activities at the Cooum river will be permitted only before onset of the monsoon season. Consequently, the work sequence and work program for formation and removal of temporary platform has been submitted to WRD to ensure the free water flow at water.

8. Necessity for formation of temporary platforms:

- The project alignment around 15.150 Km is proposed along Cooum river. For the construction of foundation piling has to be driven along the alignment in the river, piling rigs are to be positioned at each designated piling locations. For positioning of rigs temporary platforms (hard strata) has to be formed before commencing the pile activities.
- The temporary platform will facilitate for movement of rigs and other machineries required for carrying out foundation and concreting works.
- The temporary platform serves as a base platform for pile driving rigs. After the piles are driven and upon construction of pile cap and pier these temporary platforms will be removed.

9. Construction working sequence at Cooum River:

- At designated pier locations in Cooum river the temporary platforms will be formed for pile driving.
- Once the piling work is completed, sheet piles will be installed around the piles and the soil will be excavated till bottom of pile cap.
- After the completion of the pile cap, the sheet piles will be removed and filling will be carried out till top of pile cap. The pile cap will be kept invariably 500 mm below the bed level of the river.
- The filling and removal of temporary platform is proposed in a phased manner in order to minimize the impact of water flow.
- Construction activities will be in phase manner till completion of 2nd level pier and piers cap. After completing the 2nd level pier cap the temporary filling will be entirely removed till cooum ground level and water body will be restored to its original condition.
- The above sequence of construction methodology is detailed through a schematic drawing. (Annex-II enclosed)


S. Janakumaran
परियोजना निदेशक
Project Director
आन्ध्र प्रदेश राजमार्ग प्रधिकरण

10. It is submitted that, it is hereby stated that upon completion of construction work the construction debris and temporary platform formations will be removed completely and the Cooum river will be restored to its original condition. Further, during the construction period the free flow of water will be ensured and muck generated during the construction period will be properly collected and disposed in suitable place away from Cooum river.

11 The Hydraulic model study is undertaken by Central water resources department, Anna University Chennai to study the impact of introduction of 3.5 m dia piers at the Cooum river. Upon completion of study if any mitigations measures required in the Cooum river NHAI undertakes to comply the same. During the heavy monsoon season the free flow of water in Cooum river will be ensured by removing the temporary platforms created for positioning of Rigs.

13. It is submitted that from the aforesaid facts, it is evident that these temporary platforms are formed for construction purpose is temporary only, which are not encroachment in the Cooum river and upon the completion of construction activities at Cooum river the temporary platform will be removed till the river bed level and water flow in Cooum river will be ensure through the construction period and monsoon season.

14. The project is a prestigious one for the State of Tamil Nadu and will bring innumerable benefits for all stake holders. Hence, it is humbly prayed that the Hon'ble Tribunal may graciously permit this respondent to proceed with the work in the larger interest of public.

15. It is submitted that, the Hon'ble National Green Tribunal, Southern Zone has arrayed NHAI as respondent No. 9 in the Suo-Motu case in O.A.No.170 of 2024 (SZ). As per the order NHAI has filled Application & Vakalatnama on 26.07.2024 before the Hon'ble National Green Tribunal, Southern Zone. Further, as per the notice received regarding the O.A. No. 299 of 2013 the learned counsel of NHAI has appeared before the Tribunal on 07.08.2024.

Under the above facts and as per the order dated 07.08.2024 on the O.A.No.299 of 2013 the Hon'ble Tribunal may be pleased to record the reply submitted by this Respondent representing NHAI.

Solemnly affirmed that the above
Facts are true and gave my signature at
Chennai on this 13th
day of August 2024

Petitioner



S. Jana Before me

परियोजना निदेशक
Project Director

भारतीय राष्ट्रीय राजमार्ग प्रधिकरण
National Highways Authority of India
Chennai PILI

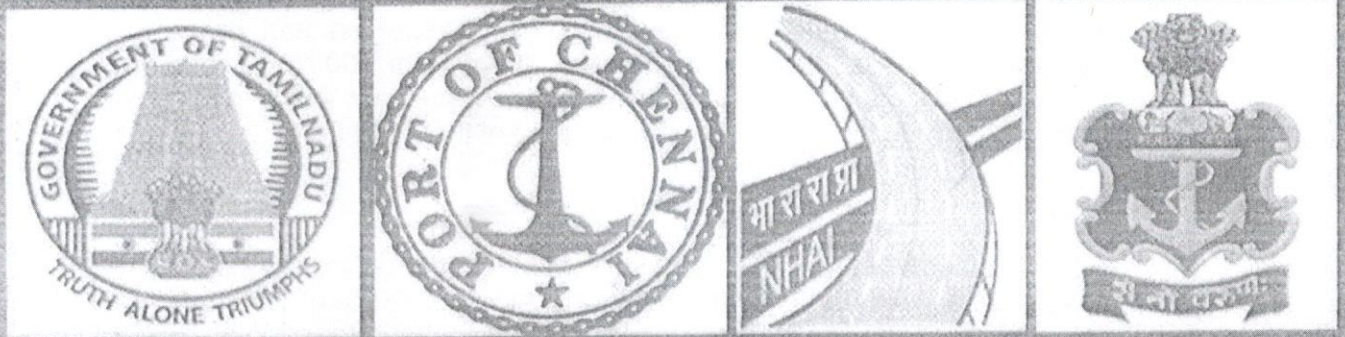
Presented by
S.R. Jha
Advocate

Before me
Jha
As per order
481 Add Law Chambers
High Court Chennai

MOU



MEMORANDUM OF UNDERSTANDING
Between
GOVERNMENT OF TAMIL NADU,
CHENNAI PORT AUTHORITY,
NATIONAL HIGHWAYS AUTHORITY OF INDIA
&
THE INDIAN NAVY



For Construction of
Four Lane Elevated Road from
Chennai Port to Maduravoyal (NH-4)

This **MEMORANDUM OF UNDERSTANDING (MOU)** is entered to on this 16th Day of May 2022 at Chennai

between

THE GOVERNOR OF TAMIL NADU represented by the Secretary to Government, Highways and Minor Ports Department, Secretariat, Chennai 600 009, or hereinafter referred to as "GoTN" which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns of the First Part:

and

BOARD OF MAJOR PORT AUTHORITY FOR CHENNAI PORT under the provisions of The Major Port Authorities Act, 2021 represented by its Chairperson and having its Office at Chennai Port Authority, 1, Rajaji Salai, Chennai – 600 001 (hereinafter referred to as the Chennai Port Authority (ChPA) which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the Second Part:

and

NATIONAL HIGHWAYS AUTHORITY OF INDIA, a statutory authority established under the provisions of the National Highways Authority of India Act, 1988 (Central Act 68 of 1988) represented by its Chairperson and having its Corporate Office at G-5&6, Sector -10, Dwarka, New Delhi 100075 (hereinafter referred to as "NHAI" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the Third Part:

and

The President of India, acting through the Flag Officer Commanding Tamil Nadu and Puducherry Naval Area, Indian Navy, having its Office at Headquarters TN & P Naval Area, Rajaji Salai, Chennai-600009 (hereinafter referred to as "Indian Navy" which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns) of the Fourth Part.

- A. WHEREAS, NHAI recognize the importance of improvement of road connectivity for efficient evacuation of cargo from the Port and accordingly the need for signing of this Memorandum of Understanding for the project of Four /Six lane double deck Elevated Road with Ramps at 13 (Thirteen) locations for local traffic from Chennai Port (Gate No. 10) to Maduravoyal (NH-4) being taken up on EPC mode basis under Bharatmala (hereinafter referred to as "the Project")

- B. WHEREAS, GoTN and ChPA recognize that the implementation of the Project is necessary and required for the development of the State of Tamil Nadu in general and development of infrastructure for growth of Chennai Port in particular and acknowledge that to enable the implementation of the said project, it is necessary for GoTN and ChPA to agree and undertake to support and extend complete co-operation to NHAI.
- C. WHEREAS, ChPA and Indian Navy recognizes that about 120 m of the alignment of Chennai Port to Maduravoyal Elevated Road project is passing through Defence land under the occupation of Indian Navy and accordingly mutually agreed to exchange and transfer the said land from Ministry of Defence to ChPA and vice-versa on the basis of mutually agreeable terms and conditions
- D. Therefore, GoTN, ChPA, NHAI and Indian Navy have agreed that it is necessary and expedient to enter into this Memorandum of Understanding for successful implementation of the project.

NOW THEREFORE THE PARTIES HERETO HEREBY AGREE TO THIS MEMORANDUM OF UNDERSTANDING UNDER THE FOLLOWING TERMS AND CONDITIONS:

1. **TERM:** This Memorandum of Understanding shall come into force on and from the date hereof and shall continue to be in full force and effect for (i) the period of the Agreement of the project is in force and effect in accordance with the terms thereof including any extension thereof, or (ii) final determination and discharge by NHAI, GoTN, ChPA and Indian Navy of all of their liabilities and claims hereunder against them, whichever is later.

2. **OBLIGATIONS OF GoTN:** In consideration of the Project being in the interest of the State of Tamil Nadu and its economic growth and development, GoTN agrees and undertakes to observe, comply with and perform the following with reference to the Project:

i) That the Government of Tamil Nadu, vide Lr.No.1726/HV2/2012-32 dated 23.05.2017, conveyed "NO OBJECTION" for the revised alignment and NHAI shall adhere to the same for the present modified project proposal having double decker elevated road, with Tier-1 meant for local traffic and Tier-2 for dedicated port bound traffic. Tier-1 will have 13 ramps to facilitate entry and exit of local traffic. As per G.O. (Ms) No.63 Highways (HV2) Department dated 07.03.2008, Chennai Port Trust would initially pay the entire cost of LA and R&R and get the State's share from Govt.of Tamil Nadu, on reimbursement basis. Subsequently, GoTN issued an amendment G.O.(Ms) No.20, dated 04.02.2011 stated that the revised LA and R&R cost of Rs.470.Cr will be met by GoTN and Chennai Port Trust on 50:50 basis; and GoTN's share will be released as and when required; in case of increase in the LA and R&R cost, the excess will be borne by the GoTN.

ii) That the Govt. of Tamil Nadu has accorded approval to bear the 50% share of cost of LA & RR as preconstruction cost vide Government of Tamil Nadu Highways Department, G.O.(Ms) No: 63 dated 07.03.2008, subject to condition that Chennai

Port Authority would initially pay the entire cost of LA and R&R and get 50% of the cost reimbursed from GoTN. Subsequently, GoTN issued an amendment G.O.(Ms) No.20,dated 04.02.2011 stated that the revised LA and R&R cost of Rs.470 Cr will be met by GoTN and ChPA on 50:50 basis; and GoTN's share will be released as and when required; in case of increase in the LA and R&R cost, the excess will be borne by the GoTN. Further, vide its letter No. 1726/HV2/2012/36, dated 14.07.2017 further accorded approval that the additional cost beyond its 50% share of Rs.235 Cr. out of Rs.470 Cr. towards the LA & RR shall be borne by GoTN. While the additional cost beyond Rs.470 Cr towards LA and R&R due to provisions of Ramps and Double Decker shall be borne by State Government, Ministry will provide fixed sum of Rs.47.00 crore as assessed towards shifting of utilities. The responsibility of shifting of utility rests with NHAI and Government of Tamil Nadu will support them to execute within the reasonable period. Further, in case the need arise, the State Govt. agrees to bear additional cost towards the utilities subject to maximum of 25% of Rs.47 Cr.

iii) That the Govt. of Tamil Nadu shall provide all necessary assistance in acquiring the land and shifting of PAFs. As per G.O. Ms. No.63 Highways (HV2) Department dated 07.03.2008, TNSCB will be the nodal agency to coordinate with NHAI for completing the R&R activities, with a definite time frame. GoTN shall ensure timely release of compensation amount & relocation of PAF and shall extend all assistance in handover the land free from all encumbrances to NHAI.

iv) That the Govt. of Tamil Nadu shall assist in obtaining the estimates for shifting of all utilities affected in the project alignment. TANGEDCO and CMWSSB will take immediate action for shifting water supply/sewage lines and electrical utilities on receipt of proposals from NHAI, subject to usual conditions.

v) That Government of Tamil Nadu will identify source of material i.e. soil, fly/pond ash and aggregates required for the project. GoTN further agreed to provide permissions/clearances for using material from these sources. Further, State Govt. in-principally agreed for royalty exemption on minor minerals for this project, the modalities of which will be worked out in consultation with NHAI.

vi) That the Govt. of Tamil Nadu admits and acknowledges that a total of 338 Piers are coming directly in the Coovum river and 37 piers partially on the river and 229 piers coming on the bank of the river and it has no objection to the same. NHAI shall ensure that the top of pile cap should invariably be kept below bed level of the river, so as not to obstruct the river flow.

vii) That ChPA shall make the review application for seeking fresh CRZ clearance directly with the MoEF & CC (GoI) and mark a copy to GoTN. GoTN will facilitate and assist in the process of obtaining expeditious clearance of State Pollution Control Board for seeking fresh CRZ clearance.

viii) That the GoTN through Chennai Metro Rail Limited (CMRL) will extend necessary assistance in the approvals for crossing of Chennai Metro Rail. Further, GoTN to provide necessary support/ assistance in obtaining approval from Railways.

ix) Government of Tamil Nadu will provide necessary assistance to NHAI for collecting toll/user fee for Tier-2 (dedicated port connectivity, as per NH Fee Rules). There shall be no toll for Tier-1.

x) That the Govt. of Tamil Nadu admits and recognizes that for successful completion of the Project, the construction time shall be allowed for 24 hours a day as per work programme. Barring traffic flow restrictions up to a maximum of 2 hours each during morning and evening peak hours, Govt. of Tamil Nadu shall grant permission for free movement of construction vehicles on city roads, Inner Ring Road, NH-4 at Koyambedu and Gate No.10 of Chennai Port during construction and maintenance period.

xi) State Govt. will expedite the identification of Govt. land required for casting yards, wherever possible, in each of 4 civil package and give permission for use of such land for desired purpose on lease basis to the contractors. NHAI to float the bids for the projects once required identifications of lands are finalised in this regard.

xii) That the Govt. of Tamil Nadu shall provide all other requisite permissions and clearances required for the project expeditiously on receiving applications before launching the project.

xiii) That the Govt. of Tamil Nadu through Police Department shall take a note of the proposed ramps for incorporation under traffic management plan. GoTN to ensure free flow of traffic at the entry/exit of ramps and intermediate up/down ramps along with smooth movement of local vehicles at-grade junctions to avoid clogging of traffic at Tier-I of elevated corridor

xiv) That the Government of Tamil Nadu will extend necessary assistance to PMG (Project Monitoring Group) to be formed between NHAI, Chennai Port, Indian Navy and Govt. of Tamil Nadu for the timely completion of all the terms and conditions laid down in this MoU.

3. OBLIGATIONS OF ChPA: In connection of the Project being in the interest of the development of infrastructure for growth of Chennai Port, ChPA agrees and undertakes to observe, comply with and perform the following with reference to the Project:

i) That the Chennai Port has agreed to bear the 50% share of LA & RR cost as preconstruction cost of Rs.235 Cr. out of Rs.470 Cr. towards the LA & RR vide its letter No. MP4/1203/05/E dated 01.12.2010.

ii) To co-ordinate and make best efforts for timely completion of land acquisition and transfer particularly for the land belonging to Ministry of Defence including rehabilitation and Resettlement (R&R) and shifting of Utilities.

iii) That ChPA shall provide alternative land measuring 9489.87 Sq.m at R.S. No.1802/1 situated at Vepery, Fort Tondiarpet Taluk, Chennai District, along with the existing buildings / structures situated therein, identified and accepted by Indian Navy, in lieu of defence land measuring 9489.87 Sq.m at Survey No. R.S.No:07 and 7 pt situated at Vepery, Madras (Napier lines), Taluk, South Madras, near Napier Bridge. The asset value of the existing buildings and other structures at the Chennai Port land and Defence land will not be considered for any purpose while exchanging after taking over the Defence land by Chennai Port Authority, the required portion (as per approved alignment drawing) of land in as-is-where-is condition to be handed over to NHAI for construction of Elevated Road.

iv) That ChPA will provide assistance and co-ordinate with NHAJ consultant in obtaining all Statutory Clearance for Indian Navy relating to construction of 64 DUs on Defence land at Saidapet. for which, NHAJ consultant will provide requisite documents and assistance in submission of documents for obtaining clearances and related external services (e.g. STP, Power Supply, Water Supply, Drainage etc.) from all the concerned authorities, which would include clearances from CMWSSB, Electricity Board, Sewage, AAI (if required), CRZ (CFEES), Pollution Control Board etc., and any other clearances as required. The expenditure for clearances (if any) is to be included as part of the Project Cost.

v) That the ChPA will provide the scale of configuration of 64 DUs and related external services (e.g. STP, Power Supply, Water Supply, Drainage etc.) duly approved by the Indian Navy to NHAJ for inviting bids for construction of Dwelling units. Further, ChPA would provide the drawings approved by the Indian Navy for construction of 64 DUs to NHAJ. NHAJ through its DPR Consultant will assist and co-ordinate with ChPA in finalization of configuration and drawings for 64 DUs.

vi) That the ChPA to obtain Costal Regulation Zone clearance for the project stretch. All possible assistance required in this regard shall be provided by NHAJ through its DPR Consultant.

vii) To make the stand clear and observe the traffic restrictions at Gate No.10 and various other Gates of the Port during the construction period.

viii) To hand over earmarked ChPA land measuring 9489.87 sq. m. along with existing buildings / structures to Navy; at a date not later than the date of NHAJ handing over the first lot of 32 DUs.

(ix) That the ChPA shall in exchange of the defence land (described in Annexure I) convey, transfer and assigns all rights, title and interest of the ChPA land (described in Annexure II) together with all the rights, easement and appurtenant there to, upon the Ministry of Defence.

(x) That the ChPA shall allow for erection/establishment of Toll Plaza near Gate No. 10. Further ChPA shall provide necessary support to NHAJ for collecting Toll from the dedicated port traffic as-per NH Fee Rules.

(xi) That the ChPA to extend all necessary assistance/support to PMG (Project Monitoring Group) to be formed between GoTN, ChPA, Indian Navy and NHAJ for the timely completion of all the terms and conditions laid down in this MoU.

(xii) That ChPA shall pay all dues, charges, demands, arrears, electricity charges, water charges, outstanding bills, property tax etc., in respect of the ChPA land / properties to the Departments concerned, till the date of handing over of land to Indian Navy, as well as any arrears if received by the Indian Navy at a later date.

(xiii) That upon completion of DUs and handing over by NHAI, ChPA shall handover the first 32 DUs out of the 64 DUs, ready in all respects including provisions of electricity, water supply, sewage treatment plant and other allied support facilities necessary for active occupation of a residential complex, to the Indian Navy to enable shifting of families. The balance 32 dwelling units shall be completed within a period of one year from the completion of first 32 dwelling units and the same shall be handed over to Indian Navy in ready for occupation condition.

4. OBLIGATIONS OF NHAI:

i) That the NHAI will obtain requisite approvals from Government of India for taking up the above Project on EPC mode basis, carry out bidding process for selection of the Contractor, award the contract, signs the Agreement with the contractor, monitor the work during the Contract Period as per provisions stipulated in the Agreement of the project.

ii) That NHAI Consultant shall be associated with ChPA and Indian Navy for assisting in preparation of drawings for dwelling units.

iii) That based on the approved drawings provided by ChPA keeping in view of specifications laid down in SADS-09 and MAP specifications promulgated by E-in-C Branch for construction of 64 Navy dwelling units, NHAI through its Consultant/Agencies shall invite the bids. The tenders for construction of Naval dwelling units shall be bid out separately by NHAI instead of making it a part of Civil work package of elevated corridor.

iv) That the NHAI has no role to directly deal with Indian Navy. Upon completion of construction of dwelling units, NHAI will hand over the completed dwelling units/officers quarters to ChPA only.

v) That the NHAI through its Contractor will provide a two year Defect Liability period post construction of dwelling units. The relevant clause in this regard will be included in Contract Agreement.

vi) That the NHAI will acquire the land required for the project to an extent of 2.216 Ha which includes 1.026 Ha of Private Land and 1.19 Ha of Government Land for the construction of Elevated Corridor including Ramp Portion under NH Act-1956, for which cost of LA shall be borne by GoTN and ChPA.

vii) That the NHAI to extend all necessary assistance/support to PMG (Project Monitoring Group) to be formed between GoTN, ChPA, Indian Navy and NHAI for the timely completion of all the terms and conditions laid down in this MoU.



5. OBLIGATIONS OF INDIAN NAVY

i) That the Indian Navy to provide and approve the configuration, scale and specifications of 64 DUs to ChPA and related external services (e.g. STP, Power Supply, Water Supply, Drainage etc.,).

ii) That the Navy will provide all assistance required to ChPA for identifying the scale of configuration and preparation of drawings for 64 Dwelling Units and related external services (e.g. STP, Power Supply, Water Supply, Drainage etc.). Navy to obtain necessary Statutory Clearances which would include clearances from CMWSSB, Electricity Board, Sewage, AAI (If required), CRZ (CFEES) etc. and any other clearances as required. ChPA and NHA Consultant, to provide all assistance to Indian Navy.

iii) To hand over the existing defence land measuring 9489.87 sq.m. bearing Survey No.R.S.No.07 and 7 pt situated at Vepery, Madras (Napier Lines), Taluk South Madras along with existing buildings/ structures to Chennai Port Authority within 30 days of taking over of the first 32 DUs out of the 64 DUs and related external services (e.g. STP, Power Supply, Water Supply, Drainage etc.,) are ready in all respects including provision of electricity, water supply, sewage treatment plant and other allied support facilities necessary for residing in the residential complex, to enable shifting of families. The asset value of the existing buildings and other structures at the ChPA and Defence land will not be considered for any purpose while exchanging.

iv) That the Indian Navy shall provide designated Defence land bearing survey number 1-1/K in Govt. Farm Village Saidapet, Chennai free from all encumbrances to NHA for construction of 64 Dwelling Units and related external services (e.g. STP, Power Supply, Water Supply, Drainage etc.,).

v) That the Indian Navy shall in exchange of the ChPA land (described in Annexure II) allow implementation of working permission accorded by Ministry of Defence and DEO Chennai Circle shall convey, transfer and assign all rights, title and interest of the Naval land (described in Annexure I) together with all the rights, easements and appurtenant thereto, upon ChPA after obtaining approval of Competent Authority.

vi) That the Indian Navy shall provide security cover at the construction location, to enable smooth and rapid progress of construction of the 64 Dwelling units.

vii) That the Ministry of Defence, Government of India to accord working permission for NHA to commence construction for Elevated Road over 9489.87 sq.m. land within one month of taking over of 32 DUs and related external services (e.g. STP, Power Supply, Water Supply, Drainage etc.,) from ChPA provided that the 32 DUs are certified fit for occupation by Indian Navy.

viii) That the Indian Navy to extend all necessary assistance/support to PMG (Project Monitoring Group) to be formed between GoTN, ChPA, Indian Navy and NHA for the timely completion of all the terms and conditions laid down in this MoU.

ix) That Indian Navy shall pay all dues, charges, demands, arrears, electricity charges, water charges, outstanding bills, property tax etc., in respect of the Defence land / properties to the Departments concerned, till the date of handing over of land to ChPA, as well as any arrears if received by the ChPA at a later date.

6. EXECUTION AND MONITORING:

6.1 In order to facilitate for completion of construction of dwelling units and exchange of land process, in the time frame manner, a Project Monitoring Group (PMG) is constituted as under;

1. RO, NHAI, Chennai shall be Head of Group
2. Project Director, NHAI, Chennai Member 1
3. Representative from Indian Navy Member 2
4. Chief Engineer from ChPA Member 3
5. Representative from GoTN Member 4

6.2 The Project Monitoring Group shall finalize the timeline of various activities in tandem with the project schedule.

6.3 Authorized Representative: Each of the Parties shall by notice in writing designate their respective authorized representative through whom only, all communications shall be made. A party hereto, shall be entitled to remove and / or substitute or make fresh appointment of its authorized representative by similar communication to each Party.

7.0 GOVERNING LAW AND DISPUTE SETTLEMENT

7.1 This Memorandum of Understanding shall be governed by and interpreted in accordance with the laws of India. The provisions contained in this clause shall survive till the termination of this Memorandum of Understanding.

7.2. Any dispute, difference or controversy of whatever nature howsoever arising out of or in connection with or in relation to this Memorandum of Understanding, which is not resolved amicably within 90 (ninety) days of receipt of notice of such dispute, difference or controversy from the Part of the "Claimant" by the other remaining Parties (collectively the "Respondents") the same shall be decided finally by reference to arbitration to a Board of Arbitrators comprising of one nominee each of the Claimant and of the Respondent against whom the claim has been made and if the claim is against both the Respondents then the two Respondents shall jointly select their nominee arbitrator and if the two Respondents are unable to agree upon such arbitrator then such arbitration shall be appointed by the International Centre for Alternative Dispute Resolution, New Delhi in accordance with its Rules.

7.3 Such arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitration shall be subject to the provisions of the Arbitration and Conciliation Act, 1996 (Central Act 26 of 1996) as amended from time to time. The Arbitrators shall issue a reasoned award. The venue of such arbitration

shall be in Chennai. The Award made in any such Arbitration shall be final and binding on the Parties.

7.4 Parties agree that they shall continue to perform their respective obligations under this Memorandum of Understanding during such arbitration, unless the performance or otherwise of such arbitration is itself the subject matter of arbitration.

7.5 The courts of Chennai shall have exclusive jurisdiction over all matters arising out of or relating to this Memorandum of Understanding.





8. MISCELLANEOUS

8.1 Alteration of Terms: All additions, amendments, modifications and valuations to this Memorandum of Understanding shall be effectual and binding only if in writing and signed by the duly authorized representatives of GoTN, ChPA, NHAI & Indian Navy.

8.2 Notices: Any notice or communication hereunder shall be in writing and shall either be delivered personally or sent by registered post or by electronic means. A copy of facsimile transmission other means of telecommunication shall be sent in permanent written form. The service of notice shall be by way of a notice to the Parties at their following address:

If to the GoTN Attn. Email id: hwaysec@tn.gov.in Tel No. 044-25670959	If to the ChPA Attn. email id: chairman@chennaiport.gov.in Tel No. 044-25361086	If to the NHAI Attn. email id: rochennai@nhai.org Tel No. 91-44-22252635	If to the Indian Navy Attn. Email id: noictn@gmail.com Tel No. 044-25397230, 044-25317200
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9. Original Document: This Memorandum of Understanding is made in four counterparts, each of which shall be deemed to be an original.

ON BEHALF OF GoTN  Signature:	ON BEHALF OF ChPA  Signature:	ON BEHALF OF NHAI  Signature:	ON BEHALF OF Indian Navy  Signature:
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Principal Secretary to Government
 Highways and Minor Ports Department
 Secretariat, Chennai - 600 009.
 Witness 1:

SUNIL KUMAR, I.A.S.
 Chairperson
 Chennai Port Authority
 Chennai-600 001

COMPTROLLER NHAI
 H.O. NHAI, NEW DELHI



G. Raghav
 Commodore
 Naval Officer-in-Charge(TN&P)

Witness 2:

S. BALAN ARUNKUMAR, IRTS
 DEPUTY CHAIRPERSON
 CHENNAI PORT AUTHORITY
 CHENNAI-600 001.

NAVAL LAND

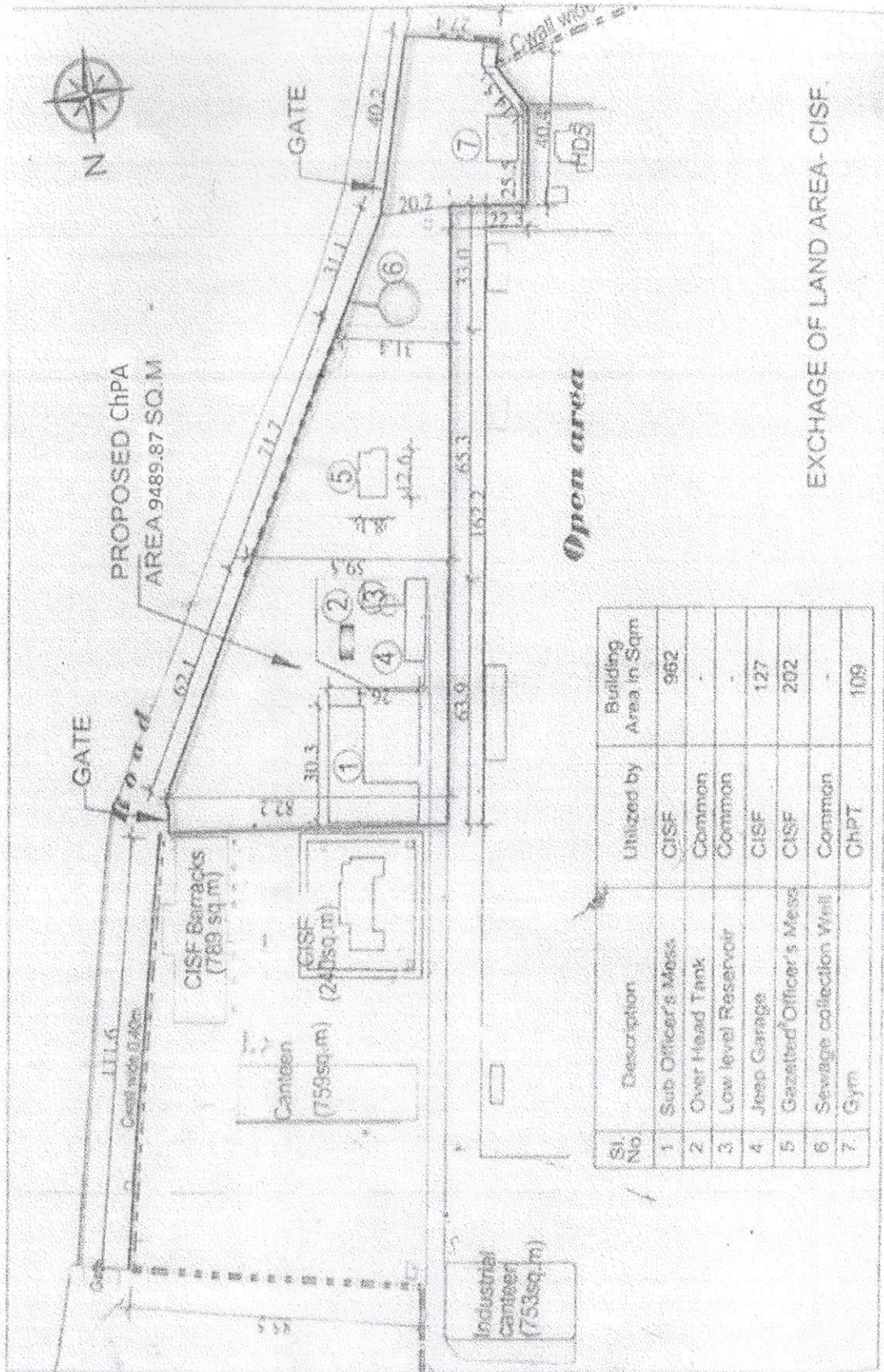
(9489.87 SQM / R.S NO. 07 and 7 pt. VEPERY, MADRAS (NAPIER LINES);
CHENNAI)



Image © 2017 DigitalGlobe
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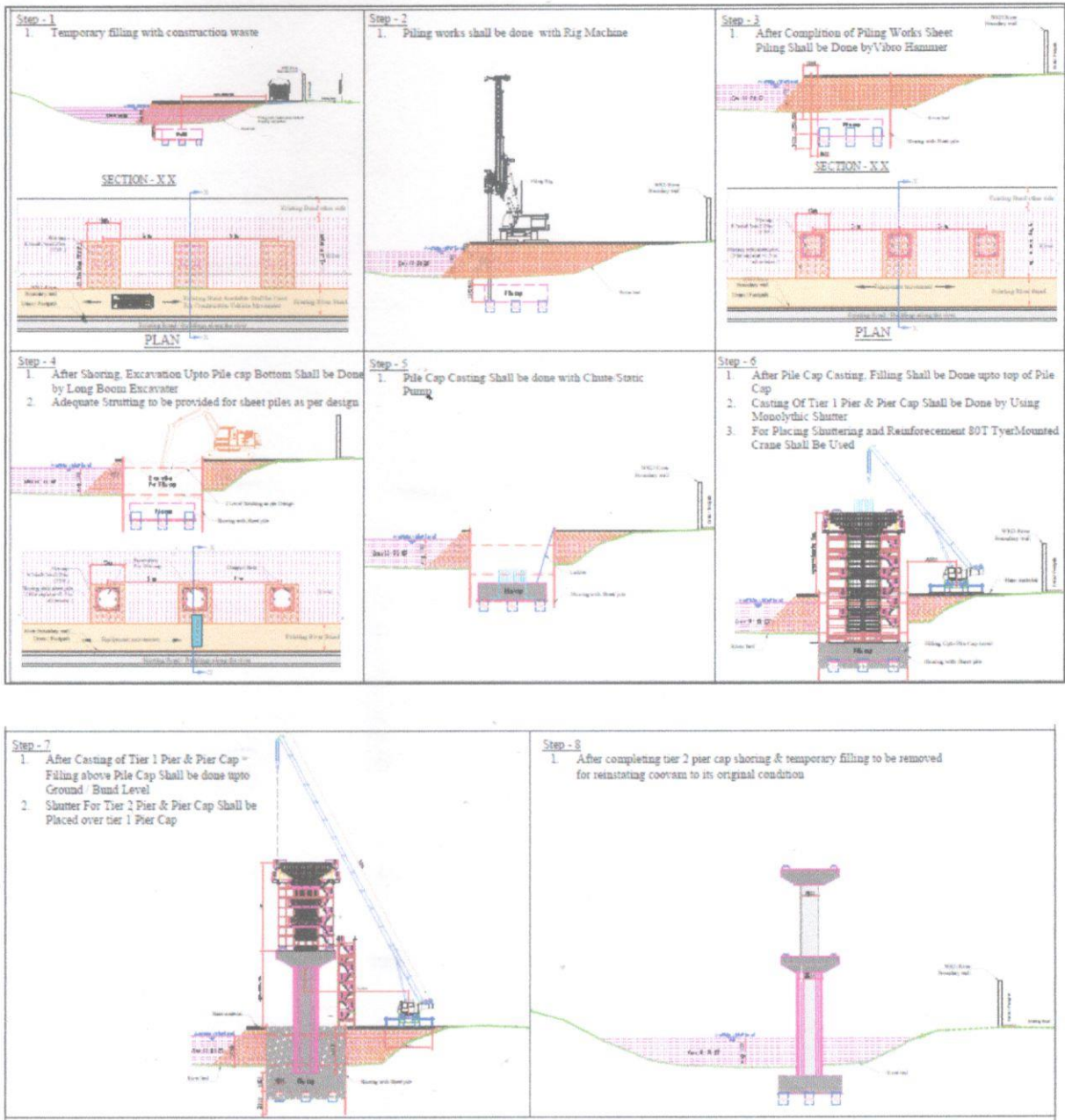
[Handwritten signatures and marks]

LAND OFFERED BY CHPA



Handwritten signature

The construction methodology adopted is schematically represented as below:



**BEFORE THE NATIONAL GREEN
TRIBUNAL (SZ) CHENNAI**

Application No. 299 of 2013

Suo Motu ... Applicant

Vs.

National Highways Authority of India
New Delhi. And others ... Respondents

Reply submitted by 2nd Respondent

Mrs. S.R. Sumathy
Standing Counsel for NHAI
9443326242
sumy85@yahoo.com