

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.	SHORT REPLY CUM COUNTER AFFIDAVIT FILED ON BEHALF OF THE RESPONDENT NO. 8, N.H.A.I./PIU-MEERUT TO THE ABOVE-NOTED ORIGINAL APPLICATION	1-7
2.	ANNEXURE- R8/1 COPY OF LETTER DATED LETTER DATED 11.10.2023 ISSUED BY THE MDA	8-10
3.	ANNEXURE-R8/2 COPY OF LETTER DATED LETTER DATED 18.10.2023 ISSUED BY THE RESPONDENT NO. 8	11
4.	ANNEXURE- R8/3 COPY OF O.M. DATED 22.11.2016 ISSUED BY MINISTRY OF ROAD TRANSPORT AND HIGHWAYS CONTAINING POLICY GUIDELINES	12-25
5.	ANNEXURE- R8/4 COPY OF LETTER DATED LETTER DATED 08.11.2023 ISSUED BY THE INDEPENDENT	26-27

	ENGINEER ALONGWITH JOINT SITE INSPECTION REPORT	
6.	<b>ANNEXURE- R8/5</b> COPY OF LETTER DATED 20.11.2023 ISSUED BY THE RESPONDENT NO.08	28
7.	<b>ANNEXURE- R8/6</b> COPY OF LETTER DATED 05.12.2023 ISSUED BY THE RESPONDENT NO. 8	29
8.	<b>ANNEXURE- R8/7</b> COPY OF LETTER DATED 11.12.2023 ISSUED BY THE MDA	30
9.	<b>ANNEXURE- R8/8</b> COPY OF LETTER DATED 18.12.2023 ISSUED BY THE RESPONDENT NO. 8	31
10.	<b>ANNEXURE- R8/9</b> COPY OF LETTER DATED 26.12.2023 ISSUED BY THE MDA	32
11.	<b>ANNEXURE-R8/10</b> COPY OF LETTER DATED 29.01.2024 ISSUED BY THE RESPONDENT NO. 8	33-34
12.	<b>ANNEXURE-R8/11</b> COPY OF LETTER DATED 23.02.2024 ISSUED BY THE RESPONDENT NO. 8	35
13.	<b>ANNEXURE- R8/12</b> COPY OF LETTER DATED 14.03.2024 ISSUED BY THE RESPONDENT NO. 8	36

NEW DELHI



RESPONSE NO. 8

**National Highways Authority of India  
P.I.U.-Meerut**

DATED: 29/3/2024 THROUGH



**CHHABRA LEGAL ADVISERS**  
Piyush Chhabra .Office -At Plot Number 13  
Second floor, Pocket 1, Iskcon Temple Road  
Opposite MRV School, ISKCON TEMPLE  
New Delhi-110078, Phone-9811798778

**CHHABRA LEGAL ADVISERS**  
PIYUSH CHHABRA  
AT: PLOT NO. 13, SECOND FLOOR,  
ISKCON TEMPLE ROAD, POCKET-01,  
SECTOR-13, DWARKA, NEW DELHI-110078,  
M-9811798778

E-mail: [chhabralegaladvisers@gmail.com](mailto:chhabralegaladvisers@gmail.com)

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)

**SHORT REPLY CUM COUNTER AFFIDAVIT FILED ON  
BEHALF OF THE RESPONDENT NO. 8, N.H.A.I./PIU-MEERUT**

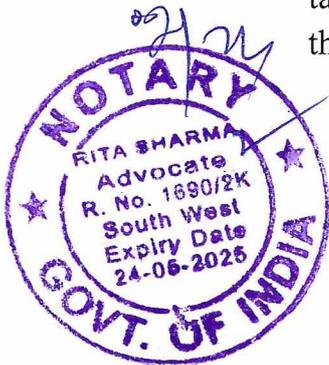
I, Santosh Kumar Bajpai, Project Director, PIU Meerut, having office at: A-1, Vaishno Dham, Near Gayatri Heights, Kankerkhera, NH-58, Meerut- 250001, aged about 41 years, presently at New Delhi, do hereby solemnly state and affirm as under:



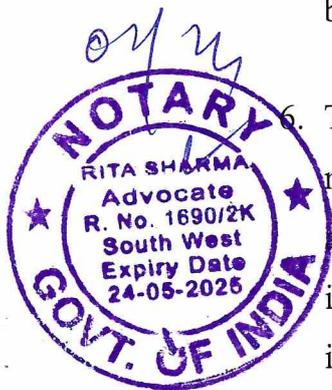
1. That I am working as the Project Director, PIU Meerut N.H.A.I., being impleaded by the Hon'ble Tribunal as the Respondent No. 8 in the present case vide its order dated 23.11.2023, and as such in my official capacity, I am well conversant with the facts and circumstances of the present case having gone through the contents of the order dated 23.11.2023 and therefore competent to swear and file the instant affidavit.

Entry No. 02/24 Notary Public

2. That at the outset, it is stated that without admitting to any averment, contention or pleading in the Original Application to the extent the same are/might be inconsistent with the submissions made hereinafter in this affidavit and as such the same are deemed as incorrect and denied, the present short reply-cum-counter affidavit is being filed by/on behalf of the answering Respondent owing to paucity of time. I undertake to file a detailed Counter Affidavit in this regard as and when directed by the Hon'ble Tribunal.
3. That vide order dated 23.11.2023, the Hon'ble Tribunal was pleased to implead the answering Respondent as the Respondent No. 8 in the present case to furnish the requisite NOC to the Respondent No. 2 herein, Meerut Development Authority (hereinafter referred to as the MDA) to execute the work pertaining to the sewer line concerned which was allegedly damaged in the course of development of NH-58 upon such submissions by the MDA.
4. That in this regard it is being stated that in view of the proposal by the MDA for laying of proposed *Sewer Pipeline U/G 200 mm C.I. Ductile Iron Pipe of MDA from Km. 58.110 (LHS) to Km 58.429 (LHS) (Length 319 m) and one crossing at Km. 58.110 (Length 49.0 m) (Total length 368 m) on NH-58 (New NH-334) (Delhi to Haridwar Road) in Village- Rampur Pavati, District Meerut (U.P.)* and in compliance of the terms of the order dated 23.11.2023 of the Hon'ble Tribunal, the answering Respondent has taken all the step as necessary for furnishing the requisite NOC to the MDA.



5. That vide Letter dated 11.10.2023 bearing No. 23, the MDA proposed to lay the sewer pipeline as aforesaid and requested the answering Respondent to provide NOC in this regard. That in response to the letter of MDA as aforesaid, the answering Respondent promptly vide its letter dated 18.10.2023 bearing no. NHAI/PIU-MRT/11041/2023/D-28572 forwarded the proposal to the Team Leader M/S L.N. Malviya Infrastructure Private Limited to examine the same and submit the comments/recommendations in consonance with policy guidelines issued by the Ministry of Road Transport and Highways (hereinafter referred to as the MoRTH) vide OM no. RW/NH-33044/29/2015/S&R(R) dated 22.11.2016. That the said policy guidelines are binding upon the answering Respondent in the matters of "accommodation of Public and Industrial Utility Services along and across National Highways" including the proposed laying of Sewer Pipeline as aforesaid by the MDA. That the copy of the said letter dated 11.10.2023 by MDA and the letter dated 18.10.2023 by the answering Respondent are annexed hereto as **ANNEXURE-R8/1 & R8/2** respectively. That the copy of OM dated 22.11.2016 issued by MoRTH is annexed hereto as **ANNEXURE- R8/3**.

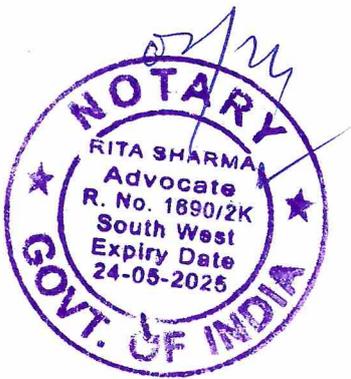


6. That in furtherance of the proceedings, the answering Respondent received letter dated 08.11.2023 from the Independent Engineer after conducting the site inspection and furnishing the joint site inspection report. That thereafter, the answering Respondent vide its letter dated 20.11.2023 bearing no. NHAI/PIU-MRT/11041/2023/D-28742 intimated the Regional Officer, Delhi

about the same and requested to process the said proposal of the MDA. That the copy of the said letter dated 08.11.2023 issued by the Independent Engineer along with copy of Joint Site inspection Report is annexed hereto as **ANNEXURE-R8/4 (Colly)**. That the copy of the aforesaid letter dated 20.11.2023 issued by the answering Respondent is annexed hereto as **ANNEXURE- R8/5**.

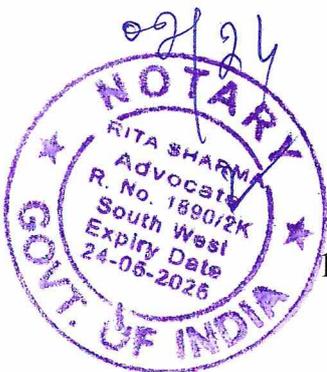
7. That further, vide its letter dated 05.12.2023 bearing no. NHAI/PIU-MRT/11041/2023/D-28832, the answering Respondent asked the MDA to submit the KMZ file for the subjected proposal which was duly shared by the MDA on the email ID of the answering Respondent and the MDA intimated the same to the answering Respondent vide its letter dated 11.12.2023. That the copy of the aforesaid letter dated 05.12.2023 issued by the answering Respondent is annexed hereto as **ANNEXURE- R8/6**. That the copy of the aforesaid letter dated 11.12.2023 issued by the MDA is annexed hereto as **ANNEXURE- R8/7**.

8. That vide the letter dated 18.12.2023, the answering Respondent sought clarification from the MDA with respect to the utility lines being reflected inside drainage structure in the check-list and sought corrected check-list. That in response to the same, the MDA submitted the revised check-list and intimated the same vide letter dated 26.12.2023. That the copy of the aforesaid letter dated 18.12.2023 issued by the answering Respondent is annexed hereto as **ANNEXURE- R8/8**. That the copy of the aforesaid letter dated 26.12.2023 issued by the MDA is annexed hereto as **ANNEXURE- R8/9**.



9. That in terms of the policy guidelines vide O.M. dated 22.11.2016, the answering Respondent vide its letter dated 29.01.2024, bearing Reference No. NHAI/PIU-MRT/11041/2024/D-29221, public comments were invited upon the said proposal by putting the application in public domain for 30 days seeking claims/objections, if any. That a copy of the aforesaid letter dated 29.01.2024 was uploaded on NHAI website and was also sent to the office of the Executive Engineer, MDA. That the copy of the said letter dated 29.01.2024 is annexed hereto as **ANNEXURE- R8/10**.

10. That further, in response to the letter issued from the office of MDA bearing no. 131 dated 11.10.2023, the answering Respondent issued letter dated 23.02.2024, bearing Reference No. NHAI/PIU-MRT/11041/2024/D-29465 addressed to the Executive Engineer, MDA. That vide the said letter dated 23.02.2024, the answering Respondent requested the MDA to deposit a license fee of Rs. 1,36,914/- (Rupees One Lakh Thirty Six Nine Hundred Fourteen Only) for five years in Bharatkosh Portal as well as the Bank Guarantee of Rs. 36,800/- (Rupees Thirty Six Thousand Eight Hundred Only) with a validity of one year towards completion of subjected work in terms of the policy guidelines vide aforesaid OM dated 22.11.2016. That the copy of the aforesaid letter dated 23.02.2024 is annexed hereto as **ANNEXURE-R8/11**.

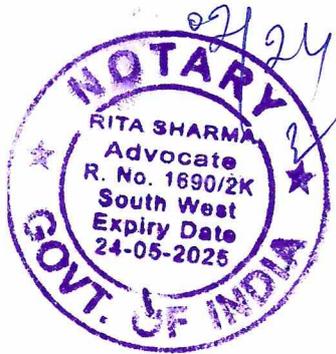


11. That in furtherance of the proceedings towards the furnishing of NOC, the answering Respondent received the letter no. 268 dated 14.03.2024 from the MDA regarding furnishing the Bank

Guarantee of Rs. 36,800/- (Rupees Thirty Six Thousand Eight Hundred Only) as stipulated in terms of policy guidelines vide BG No. 0607524IPG000004 dated 12.03.2024 in favour of the answering Respondent. That in order to confirm the issuance and genuineness of the same, the answering Respondent has sought SFMS confirmation from the Canara Bank, Sector 10, Dwarka, New Delhi vide its letter dated 14.03.2024 bearing Reference No. NHAI/PIU-MRT/11041/2024/D-29649. It is pertinent to mention here that the License Fee to the tune of Rs. 1,36,914/- (Rupees One Lakh Thirty Six Nine Hundred Fourteen Only) has also been paid by the MDA. That the copy of the said letter dated 14.03.2024 is annexed hereto as **ANNEXURE- R8/12**.

12. It is submitted that the answering Respondent shall furnish the NOC in terms of the order dated 23.11.2023 of the Hon'ble Tribunal upon the satisfactory furnishing bank guarantee by the MDA in compliance of the policy guidelines dated 22.11.2016 issued by the MoRTH in this regard. That the answering Respondent undertakes to execute a License Agreement with MDA in this regard upon confirmation of issuance and genuineness of the Bank Guarantee to grant license in favour of the MDA to execute the requisite work.

13. That no claim(s) or relief(s) as sought in the Original Application by the Applicant(s) except as has been observed by the Hon'ble Tribunal vide order dated 23.11.2023 are made out against the answering Respondent and the same are denied in an outright



manner, if any and the present Application deserves dismissal qua the same and prayed to the Hon'ble Tribunal accordingly.

DEPONENT  
Project Director  
National Highways Authority of India  
P.I.U.-Meerut

VERIFICATION:

12 9 MAR 2023

Verified at New on this the 28<sup>th</sup> day of March that the contents of this affidavit are true and correct to the best of my knowledge and belief.

DEPONENT  
Project Director  
National Highways Authority of India  
P.I.U.-Meerut

I Identify the deponent who has Signed/Put T.I. in my presence.  
Riyush Chhabra  
Aced



ATTESTED

Notary Public, Govt. of India

12 9 MAR 2023



# मेरठ विकास प्राधिकरण, मेरठ ।

पत्रांक: 131(E)/88/23

दिनांक: 11.10.23

Dated: - 11.10.2023

To,  
The Project Director  
NHAI, PIU  
Meerut

**Sub: - NOC case for 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.**

Dear Sir,

Our department 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.

For the same we are attaching the following documents: -

1. Check List.
2. License agreement as per MORT&H format.
3. Necessary Undertakings.
4. Route Map.

We are requesting you please provide us the desire NOC from the competent authority as soon as earlier.

Thanking You,

Your Faithfully,

  
11/10/23  
Arun Sharma  
अधिष्ठाता अभियन्ता  
Executive Engineer  
मेरठ विकास प्राधिकरण  
Meerut Development Authority  
Meerut (UP)

**CHECK-LIST**

**Guidelines for processing the proposal for laying of utility line in the land across National Highways vested with NHAI/PWD/BRO.**

**Ministry circular No.: RW/NH 330044/29/2015/S&R(R) Dated 22/11/2016 and MORT&H new Circular No.: NH-36094/01/2022-S&R(P&B) dated 17.04.2023.**

Sr. No.	Item	Information/ Status	Remarks
	General Information	Uttar Pradesh	
1	Name and Address of the Applicant/Agency	Meerut Development Authority Office Address: Meerut development Authority Vikash Path, 218 Civil Line, Meerut- UP.	
2	National Highway Number	NH- 58 (New NH- 334) (Delhi to Haridwar Road)	
3	State	Uttar Pradesh	
4	Location	Village- Rampur Pavati, District- Meerut in the State of Uttar Pradesh.	
5	Chainage in Km.	<u>Along:</u> 1. Km. 58.110 (LHS) to Km. 58.429 (LHS) <u>Across:</u> 2. Km. 58.110	
6	Length in m	(Total Length 368m)	
7	Width of available ROW in both side	24.50m and 24.50m	
8	Side of NH (left or right side of NH towards increasing change/Km direction)	LHS	
9	Name of Highways Authority of NHAI/PWD/BRO	NHAI	
10	Highway Administration Address	National Highways Authority of India, (Head Office), G-5 & 6, Sector- 10, Dwarka, Delhi- 110075.	

Project Director  
National Highways Authority of India  
FIU - Meerut

(अरुण कुमार शर्मा)  
अविशाली अभियन्ता  
मेरठ विकास प्राधिकरण  
मेरठ

Sr. No.	Item	Measurement observation as per site condition	MORT&H Norms	Whether complying with MORT&H Norms
1	Details of already laid utility service in any	No	Enclosed	Yes
2	Whether up gradation of the stretch in near future is proposed or not	No		Yes
	(a). If yes, provision of utility adversely affects the plan of up-gradation	N/A	affect the plan of up-gradation	Yes
3	Laying of the utility service along the National Details of already laid utility service, if any Highways.	No		Yes
3.1	Location of proposed utility service along the stretch	From Km. 58.110 (LHS) to Km. 58.429 (LHS) (Length 319m)	Utility duct / beyond the toe line of the embankment and drains, enclose to the extreme edge of the ROW	
3.2	Depth of the utility service from Ground level	1.65m	0.6m	Yes
3.3	Mechanism for crossing for water channel	N/A	Through utility duct (if provision exist) or beneath the bed of water channel	Yes
3.4	Whether ROW is restricted in the stretch?	No		Yes
3.4.1	If yes, whether provision of land acquisition is required to lay utility	No		Yes
	(a). If yes, whether undertaking for land acquisition along with relevant L.A detail has been furnished	No		Yes
3.4.2	With if concrete duct, if utility services are proposed to be laid in concrete ducts	N/A	Not less than one lane	Yes
4	Laying of utility Services across the NH			
4.1	Whether existing drainage structures is allowed to carry the utility lines.	Yes	Not to be allowed	Yes
4.2	Proposed crossing of utility services	Km. 58.110	Perpendicular to NPH	Yes

Project Director  
National Highways Authority of India  
PIU - Meerut

(अरुण कुमार शर्मा)  
अधिसारी अभियन्ता  
मेरठ विकास प्राधिकरण

436

ANNEXURE R-8/2



## 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

ए-1, वैष्णो धाम, निकट गायत्री हाईट्स, कंकरखेड़ा, एन.एच.-58, मेरठ-250001

A-1, Vaishno Dham, Near Gayatri Heights, Kanerkhera, NH-58, Meerut-250001

टेलीफोन/Telephone: 0121-2531228 ई-मेल/e-mail: meerut@nhai.org

भारत  
NHA

NHAI/PIU-MRT/11041/2023/D-20572

Date: 10.10.2023

To,

Team Leader

M/s L.N. Malviya Infrastructures Pvt. Ltd.,  
Meerut (UP).

**Sub:** Regarding NOC case for laying of proposed sewer pipe line U/G 200mm CI Ductile iron pipe of Meerut Development Authority from Km. 58.110 (LHS) to Km. 58.429 (LHS) Length - 319 m and one crossing at Km. 58.110 (Length - 49.0 m) (Total length - 368 m) on NH-58 (New NH-334) (Delhi - Haridwar Road) in village - Rampur Pavati, District - Meerut in the state of Uttar Pradesh -reg.

**Ref:** Meerut Development Authority letter no. 23 dated. 11.10.2023

Sir,

In reference to above mentioned letter of Executive Engineer, Meerut Development Authority regarding NOC case for laying of proposed sewer pipe line U/G 200mm CI Ductile iron pipe of Meerut Development Authority from Km. 58.110 (LHS) to Km. 58.429 (LHS) Length - 319 m and one crossing at Km. 58.110 (Length - 49.0 m) (Total length - 368 m) on NH-58 (New NH-334) (Delhi - Haridwar Road) in village - Rampur Pavati, District - Meerut in the state of Uttar Pradesh

In this regard, it is requested to examine the proposal and submit comments / recommendation in line with MoRT&H Guidelines-RW-NH-33044/29/2015/S&R(R) dated. 22.11.2016 and NHA policy circular no. 14.19/2020 dated. 06.01.2020 at the earliest after site verification.

(Santosh Kumar Bajpai)  
Project Director

Copy to:-

Authorized Signatory, M/s Western UP Tollway Limited - for information and necessary action.

Sanjay  
21/10/23



GOVERNMENT OF INDIA  
MINISTRY OF ROAD TRANSPORT & HIGHWAYS  
AN ISO 9001:2008 CERTIFIED MINISTRY

S&R(R) ZONE

IAHE Campus,  
A-5, Sector-62,  
Noida-201301.

F. No. RW/NH-33044/29/2015/S&R(R)

Dated: 22<sup>nd</sup> November, 2016

To,

1. The Chief Secretaries of all the State Governments/ UTs
2. The Principal Secretaries/ Secretaries of all States/ UTs Public Works Department dealing with National Highways, other centrally sponsored schemes.
3. All Engineers-in-Chief and Chief Engineers of Public Works Department of States/ UTs dealing with National Highways, other centrally sponsored schemes.
4. The Director General (Border Roads), Seema Sadak Bhawan, Ring Road, New Delhi-110 010.
5. The Chairman, National Highways Authority of India, G-5 & 6, Sector-10, Dwarka, New Delhi-110 075.
6. The Managing Director, NHIDCL, PTI Building, New Delhi-110001

**Subject: Accommodation of Public and Industrial Utility Services along and across National Highways – Policy guidelines regarding.**

Sir,

The Government has realized that development of infrastructure across the Country on a sustainable and integrated manner continues to be an imperative for improving the state of economy, enhancing quality of life of the citizens and ensuring equitable development throughout the country.

Land being among the most precious of natural resources available, optimum utilization of land shall play a critical role in integrated development of infrastructure. One of the ways to effect such optimum utilization is leveraging land within National Highway (NH) Right of Way (ROW) for laying utility services. This may be achieved through granting permissions for laying utility services along and /or across the ROW. However, environment and safety of the road users are the prime factors in deciding permission for utility services. Permission may be denied, if it is not feasible to ensure safety and environment through requisite safeguards. The Administration of ROW, has been defined in the National Highway Land and traffic Control Act 2002 and relevant Rules 2004.

Keeping in view the need for consistency and clarity, in supersession of all the instructions contained in the earlier previous circulars on the subject, following guidelines shall apply for accommodation of Utility Services along and across National Highways.

**2. Laying of Utility Services along the National Highways:**

- 2.1 There shall be a provision for utility ducts for appropriate categories/comboination of utilities in the construction of new/4-6 laning of National Highways. The ducts shall be located at appropriate location preferably as close to the extreme edge of ROW.
- 2.2 Utility services shall be laid in the utility ducts, if provided for the purpose.
- 2.3 In stretches where utility ducts have not been provided, the utility services shall be located, beyond the toe line of the embankment and drains, as close to the extreme edge of the RoW as possible. While granting permission, requirement of up-gradation also needs to be kept in view.

*Mammy Kumar*

2.4 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.

2.5 No utility service shall be laid over existing culverts and bridges except through the utility ducts where such provision exists. In case of absence of such provisions, the Licensee shall make his own arrangement for crossing of cross drainage structure, rivers, etc. below the bed.

2.6 In exceptional cases, where ROW is restricted the utility services can be allowed beneath the carriageway of service road, 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 in such case shall not be less than one lane. In such cases, it also needs to be ensured 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 as per the agreement.

### 3. Laying of Utility Services across the National Highway:

3.1 The utility services 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.

3.2 Existing drainage structures shall not be allowed to carry the lines across.

3.3 The utility services shall cross the National Highway preferably on a line normal to it or as nearly so as practicable.

3.4 The casing/conduit pipe may be installed under the road embankment either by boring or digging a trench. Installation by boring method shall be preferred.

3.5 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 wider, (but not more than 60 cm wider), than the outer diameter of the utility pipe. Filling of the trench shall conform to the specifications contained here-in-below or as supplied by the Highway Authority.

3.5.1 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 without sudden change in the bearing value. Unsuitable soil and rock edges should be excavated and replaced by selected material.

3.5.2 The backfill shall be completed in two stages (i) Side-fill to the level of the top of the pipe (ii) Overfill to the bottom of the road crust.

3.5.3 The side fill shall consist of granular material laid in 15 cm. Layers each consolidated by mechanical tamping and controlled addition of moisture to 95% of the modified 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.

3.5.4 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.

3.6 When utilities are allowed overhead, the horizontal and vertical clearance in accordance with the IRC shall be maintained.

4. Procedure for processing application for granting permission for use of highway land: Any person who intends to obtain permission shall make an application online in the prescribed form to Highway Administration or an officer authorized by Highway Administration on his behalf. The application must mention details the various safety clearances from the respective authorities such as Directorate of Electricity, Chief Controller of Explosives, Petroleum and Explosives Safety Organization, Oil Industry Safety

*Manoj Kumar.*

Directorate, State/Central Pollution Control Board and any other statutory clearances as applicable, which must be obtained by the Applicant before applying to the Highway Administration.

The application shall be put out in the public domain for 30 days for seeking claims and objections (on grounds of public inconvenience, safety and general public interest). The permission for laying utility services is to be normally granted within 30 days from the day of closure of public objections and claims. If no communication is received from the Highway Administration within 30 days from the day of closure of public objections and claims, the permission shall be deemed to be granted. The initial permission would be valid for a maximum of 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, unless defaults exist. In case of renewal, rate prevailing at the time of renewal shall be charged.

**5. Charges for granting licence for use of highway land:** For the purpose of license fee/lease rentals, the utilities have been divided into two categories; i) Public utilities and b) Industrial utilities as per the details given in **Annexure I**.

License Fee/lease rentals described below is for Industrial utilities. The license fee for Public utilities shall be 33% of the fee prescribed for Industrial utilities.

5.1 The following methodology shall be followed for license fees/lease rental determination for utility service lines other than localized infrastructure facilities like towers, repeaters and junction boxes).

**License Fees (Rs/sq m/ month) = (Utilized NH land area X prevailing Circle Rate of land per unit area) / (10 x 12) where,**

Utilized NH land area = Outer diameter/width of the concerned utility line X length

5.2 The following methodology shall be followed for license fees/lease rental determination for utility services such as towers/repeaters/ junction boxes etc.

**License Fees (Rs/sq m/ month) = (Utilized NH land area X prevailing Circle Rate of land per unit area) / (10 x 12) where,**

Utilized NH land area = Projection of utility on the ground including area of support system/tower

However, for public utilities, area below the support system/tower shall only be charged.

5.3 Fee shall have to be paid in advance for the period for which permission is granted. 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.

5.4 A system to redress grievances and to consider relaxation from the guidelines, in exceptional cases, shall be notified separately and shall be effective from the date of notification.

6. All required restoration, maintenance work subsequent to laying of utility services 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. To process for the granting of permission and prior to signing of Lease agreement, a Performance Bank Guarantee for an amount based on per route metre with a validity of one year initially, in the prescribed format (extendable if required till satisfactory completion of work) shall have to be furnished by the utility service provider/ Licensee, as a security against improper restoration of ground in terms of

*Manoj Kumar*

filling/unsatisfactory compaction damages caused to other underground installations/utility services & interference, interruption, disruption or failure caused thereof to any services etc.;	
Utility services such as pipes etc (rate in per m)	
provided in the ducts already provided	Rs 50
<= 300 mm dia/width	Rs 100
> 300 mm dia/width but <=1000 mm	Rs 250
> 1000 mm	Rs 500
Utility services such as towers etc (rate in Rs per sq m)	Rs 100

In case the Licensee fails 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. 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. 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 the RoW facility.

7. The Authority shall enter into a License Agreement with the respective utility service provider in the format enclosed (**Appendix**) including any other conditions imposed by Highway Administration, to ensure safe and uninterrupted flow of traffic. Post signing of the agreement, the utility service provider shall be designated as 'Licensee' for the purpose of this project and will be authorized to install and operate utility services within the NH RoW. However, utility services shall be made operational by the Licensee only after a completion certificate to the effect is issued by the Highway Administration.

Encls: As above.

*Manoj Kumar*

(Manoj Kumar)  
Executive Engineer(NFSG) (S,R&T) (Roads)  
For Director General (Road Development) & SS

Copy to:

1. All Technical Officers in the Ministry of Road Transport & Highways
2. All ROs and ELOs of the Ministry
3. The Secretary General, Indian Roads Congress
4. The Director, IAHE
5. Technical circular file of S&R (R) Section
6. NIC-for uploading on Ministry's website under "What's new"

Copy for kind information to:

7. PS to Hon'ble Minister (RTH&S)
8. PS to Hon'ble MOS (RTH&S)
9. Sr. PPS to Secretary (RT&H)
10. PPS to DG (RD) & SS
11. PPS to SS&FA
12. PS to ADG-I/ ADG-II
13. PS to JS (T)/ JS (H)/ JS (LA&C)/ JS (EIC)

\*\*\*\*

## Annexure I

**Public Utility provider and Industrial infrastructure****A. Public Utility Provider**

A **Public Utility Provider** in context of this Guideline shall mean any organization that provides and maintains the infrastructure for a public service like electricity, gas, water supply, telecom cables and sewage disposal subject to applicable regulation.

**B. Eligible activities for Industrial Units or 'Industrial Infrastructure'**

**Industrial Infrastructure** in context of this Guideline shall mean any physical infrastructure that is required to facilitate industrial operations and is constructed, operated and maintained along/across Right of Way of National Highways. Such infrastructure shall include the following:

- a. Underground & above ground pipelines including provisions for booster pumping facilities, maintenance bays and other required support infrastructure for transport of legally permitted materials for industrial usage by a business entity having valid license for industrial operations.
- b. Conveyor Belts including provisions for maintenance bays and other required support infrastructure for transport of legally permitted materials, by a business entity having valid license for industrial operations.
- c. Power cables/wires etc. meant for industrial usage by a business entity having valid license for industrial operations.
- d. Any other such associated industrial infrastructure facility.

Draft

Enclosure to Ministry of Road Transport & Highways letter No. 33044 / 29 / 2015 /S&R(R) dated 22.11.2016.

**AGREEMENT REGARDING GRANTING OF RIGHT OF WAY  
PERMISSIONS**

**FOR LAYING UTILITY SERVICES ON NATIONAL HIGHWAYS**

Agreement to lay Telecom cable / OFC cable / electrical cable / pipe line/ ducts etc.  
from \_\_\_\_\_ to \_\_\_\_\_ Km of \_\_\_\_\_ land.

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ (month) \_\_\_\_\_ of (year) between \_\_\_\_\_ acting in his executive 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 \_\_\_\_\_, a company registered under the Companies Act, 1956 and having its Registered Office at \_\_\_\_\_ (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 ..... to .....of NH No.....RoW.

Whereas the Licensee proposes to lay Telecom cable / OFC cable / electrical cable / pipe line / ducts etc. referred to as utility services in subsequent paras.

Whereas the Licensee has applied to the Authority for permission to lay utility services from Km \_\_\_\_\_ to Km \_\_\_\_\_ of road/route up to \_\_\_\_\_ and from km \_\_\_\_\_ to km \_\_\_\_\_ of road/route up to \_\_\_\_\_.

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 in consideration of the conditions 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 provisions/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 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 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 fees @ 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 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 services shall be laid at the edge of the 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 services 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 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 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;
11. The utility services 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 consist 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 pipe (ii) Overfill to the bottom of the road crust.
  - c. The side fill shall consist of granular material 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 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 work 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 sq m 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 installations/utility services & 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 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 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 coordination with Authority, regarding the location of other utilities /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 coordination 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 License 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 day 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.

27. Each day, the extent of digging the trenches should be strictly regulated so that utility services 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 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, unless 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.
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 infeasible by lapse of time.
34. The Licensee 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 the 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 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 specifications and drawings 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 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:
  - 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 roads, 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 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/ NHAI/ implementing authorities for the project shall not be liable to the concessionaire in any way in this regard.

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 \_\_\_\_\_

(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 HTE BOARD OF DIRECTORS IN THE MEETING HELD ON \_\_\_\_\_

IN THE PRESENCE OF (WITNESSES):

1.

2.

Enclosure to Ministry of Road Transport & Highways letter No.RW/NH-33044/  
29/2015) Sd(R) dated 22.11.16.

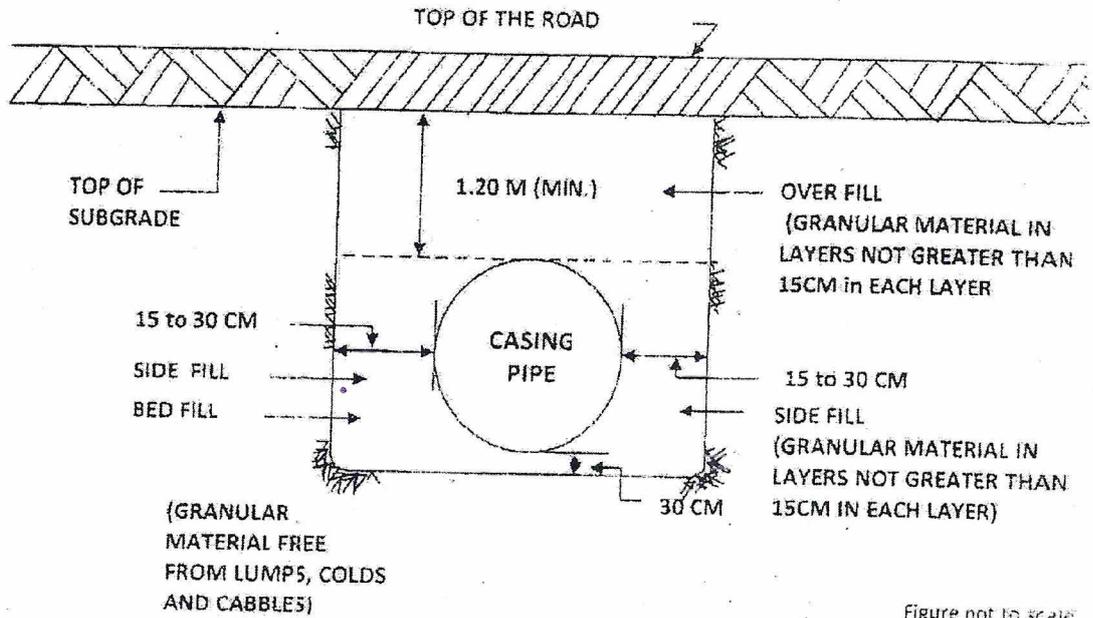


FIGURE-1 INSTALLATION OF CASING PIPE FOR CROSSING THE ROAD



# L.N. MALVIYA INFRA PROJECTS PVT. LTD

C-28 Era Aspen Garden, By Pass Road, Meerut

District-Meerut, PIN-250002, E-mail: [meerut.muzaffarnh58@gmail.com](mailto:meerut.muzaffarnh58@gmail.com)

CIN NO:U45201DL2010PTG 373715

Contact: +918287789261, +91 8285570906 | E-mail: [abhishekbhaskar@prabhavi.in](mailto:abhishekbhaskar@prabhavi.in) | Web: [www.lninfra.com](http://www.lninfra.com)

TL/LNM/NH-58/O&M/NHAI/2023/038

Date: 08/11/2023

To,  
The Project Director  
NHAI/PIU Meerut,  
House No. A-1, Vaishno Dham colony,  
NH-58, near Gayatri Heights,  
Kankarkhera, Meerut-250001

**Subject:** Independent Engineer Services during Operation & Maintenance of 4-laning of Meerut-Muzaffarnagar Section of NH-58 from Km 52.250 to Km 131.000 in the state of Uttar Pradesh. Reg: NOC case for laying of proposed sewer pipe line U/G 200mm CI ductile iron pipe of Meerut Development Authority from Km 58.110(LHS) to Km 58.429(LHS) length-319Mtr and one crossing at km 58.110 (Length 49.0m) (Total Length-368m) on NH-58 (New NH-334) (Delhi-Haridwar Road) in village Rampur Pavati, District Meerut in the state of Uttar Pradesh.

Ref: (i) NHAI PIU Meerut letter no NHAI/PIU-MRT/11041/2023/D-28572 dated 18/10/2023  
(ii) Meerut Development Authority letter no 23 dated 11.10.2023

Dear Sir,

In reference to the above mention letters and subject, the independent engineer inspected the site along with the concessionaire representative as per MoRT&H guidelines- RW-NH-33044/29/2015 S&R(R) dated 22<sup>nd</sup> November 2016 and NHAI policy circular 14.19/2020 dated 06/01/2020.

Following are some important points from guidelines need to mention:

1. The application shall be put out in the public domain for 30 days for seeking claims and objections (on grounds of public inconvenience, safety and general public interest). The permission for laying utility services is to be normally granted within 30 days from the day of closure of public objections and claims.
2. Existing drainage structure shall not be allowed to carry the lines across.
3. HDD technique to be adopted for proposed crossing of the highway for utility services
4. Fee shall have to be paid in advance for the period for which permission is granted.

Keeping in view the above criteria and the inspection report (attached herewith), NOC for the given proposal is recommended subject to compliance with the above criteria, documents and drawings submitted along with the proposal and the conditions directed in the NHAI circular.

Thanking you and assuring the best of services at all time.

Yours sincerely,

For M/S L N Malviya Infra projects Pvt Ltd  
In association with Intratech Civil Solution and Consultant

(Pankaj Kumar Pandey)  
Team Leader

Encl: Joint inspection report.

Cc: 1. Authorized Signatory, M/S Western UP Tollway Limited-for information.  
2. Mr. Abhishek Bhaskar, Project Co-Ordinator, for information.

### Joint Site Inspection Report

**Name of Work:** - Regarding NOC case for laying of proposed sewer pipe line U/G 200mm CI ductile iron pipe of Meerut Development authority from Km 58.110 (LHS) to Km 58.429 (LHS) Length 319 m and one crossing at Km 58.110 (Length=-49m) (Total Length-368 m) on NH-58 (New NH-334) m(Delhi-Haridwar Road) in village-Rampur Pavati, District-Meerut in the state of Uttar Pradesh.

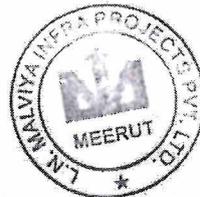
A joint inspection has been carried out on by an inspection team comprising the above subjected proposal submitted by Meerut Development Authority. The findings of the inspection are as under:

1. The said location falls in **Urban** stretch
2. ROW is **24.5** mtr. from the centre of the National Highway.
3. ROW is not restricted in the stretch.
4. There is existing drain on both side of the highway.
5. The above proposal meets the requirements prescribed in MoRT&H Guidelines RW-NH-33044/29/2015/S&R dated 22.11.2016 and NHA Policy Circular No. 14.19/2020 dated 06.01.2020 and other aspects of the guidelines must be followed by the applicant during execution.

*A/L-4*



Authorised Signatory  
M/s Western UP Tollway Pvt. Ltd.



*Bunde*

Representative  
M/s L.N Malviya Infra Project PVT. LTD.



## 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

ए-1, वैष्णो धाम, निकट गायत्री हाईट्स, कंकरखेड़ा, एन.एच.-58, मेरठ-250001

A-1, Vaishno Dham, Near Gayatri Heights, Kankerkhora, NH-58, Meerut-250001

टेलीफोन/Telephone: 0121-2631228 ई-मेल/e-mail: meerut@nhai.org



NHAI/PIU-MRT/11041/2023/D- 28742

Dated: 29.11.2023

To,

Regional Officer Delhi,  
National Highways Authority of India  
G-3, Dwarka, Sector-10,  
New Delhi-110075

**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:** 1. Executive Engineer, Meerut Development Authority letter no. 131, dated. 11.10.2023  
2. This office letter no.28572 dated. 18.10.2023  
3. Independent Engineer, M/s LN Malviya Infra Projects Pvt. Ltd., Meerut vide letter no.038 dated 08.11.2023.

Please refer to above referred letter of Executive Engineer, Meerut Development Authority at sl.no.1 regarding 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.

The subjected proposal was forwarded to Independent Engineer, M/s LN Malviya Infra Projects Pvt Ltd., Meerut and Concessionaire, M/s WUPTL Pvt. Ltd. for their comments as per MoRT&H Guidelines-RW-NH-33044/29/2015-S&R(R) dated. 22.11.2016 and NHAI policy circular no. 14.19/2020 dated. 06.01.2020. Further, after examined the subjected proposal Independent Engineer, M/s LN Malviya Infra Projects Pvt Ltd, Meerut and Concessionaire, M/s WUPTL Pvt Ltd. submitted their comments/ recommended along with Joint Site Inspection Report vide their letter at sl.no.3.

In this regard, it is recommended to kindly process the proposal for granting permission for the access permission for on subjected site by applicant and same has been enclosed herewith.

Encl.: as above.

(Santosh Kumar Bajpai)  
Project Director

(29)



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

ए-1, वैष्णो धाम, निकट गायत्री हाईट्स, कंकरखेड़ा, एन.एच.-58, मेरठ-250001  
A-1, Vaishno Dham, Near Gayatri Heights, Kankerkheda, NH-58, Meerut-250001  
टेलीफोन/Telephone: 0121-2631228 ई-मेल/e-mail: meerut@nhai.org

भारत  
NHA

NHAI/PIU-MRT/11041/2023/D- 28832

Date: 05.12.2023

To,

Sh. Arun 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 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.

2. The proposal was examined and following has been observed:-

i. Kindly submit the KMZ file for the subjected proposal.

In view of above, it is requested to kindly submit compliance to the above mentioned observation.

(Santosh Kumar Bajpai)  
Project Director



**Meerut Development Authority, Meerut**

पं०: 174/EE/2023-24

Dated: - 11.12.2023

30

To,  
The Project Director  
NHAI, PIU  
Meerut.

**Sub: -NOC case for 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.**

Dear Sir,

In reference to the letter No. NHAI/PIU-MRT/11041/2023/D-28832 dated: 05.12.2023 the KMZ file for the subjected proposal has been shared on the email id of NHAI, PIU Meerut as per the requested compliance requirement. Kindly provide the required approval at the earliest.

Thanking You,

Your Truly,

(Arun Sharma)

Executive Engineer

Meerut Development Authority  
Meerut (UP)

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण National Highways Authority of India पी.आई.यू. मेरठ/P.I.U. Meerut प्राप्ति तिथि/Arrival Date.....16/12/23 क्रमांक/No.....61/8/14 हस्ताक्षर/Signature.....
--



## 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

ए-1, वैष्णो धाम, निकट गायत्री हाईट्स, कंकरखेड़ा, एन.एच.-58, मेरठ-250001

A-1, Vaishno Dham, Near Gayatri Heights, Kankerkhera, NH-58, Meerut-250001

टेलीफोन/Telephone: 0121-2631228 ई-मेल/e-mail: meerut@nhai.org



(31)

NHAI/PTU-MRT/11041/2023/D- 28930

Date: 18.12.2023

To,

Sh. Arun 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. 172. dated. 11.12.2023

Sir,

In reference to above mentioned your office letter 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.

2. The proposal was examined and following has been observed: -

- i) As per MoRT&H Guidelines the existing drainage structure shall not be allowed to carry to utility lines. However, as per checklist item no. 4.1 it is mentioned that the utility lines are allowed inside existing drainage structure. It is requested to kindly clarify the same and submit corrected checklist

In view of above, it is requested to kindly submit compliance to the above mentioned observation.

(Santosh Kumar Bajpai)  
Project Director



मेरठ विकास प्राधिकरण, मेरठ।

पत्रांक :- 191 / EE / 23

दिनांक :- 26-12-23

32

Dated: - 26.12.2023

To,  
The Project Director  
NHAI, PIU  
Meerut

Sub: - NOC case for 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.

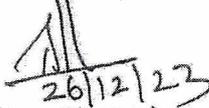
Ref. No.: -Your letter no. NHAI/PIU-MRT/11041/2023/D-28938 Dated: 18.12.2023

Dear Sir,

The NOC case of above noted subject is again re- submitting after attending the observation raised by your office vide above Ref. letter. Now the check list has been revised in light of observation raised vide your good office. So, it is again requesting that please provides the necessary approval as earlier.

Thanking You,

Your Truly,

  
26/12/23

(Arun Sharma)

Executive Engineer  
Meerut Development Authority  
Meerut (U.P.)

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण National Highways Authority of India
पी.आर.यू. मेरठ/PI.U. Meerut
प्राप्ति तिथि/Arrival Date 26/12/23
क्रमांक/NO. 41776
हस्ताक्षर/Signature 



## 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

ए-1, वैष्णो धाम, निकट गावत्री हाईट्स, कंकरखेड़ा, एन.एच.-58, मेरठ-250001

A-1, Vaishno Dham, Near Gayatri Heights, Kankerkhera, NH-58, Meerut-250001

टेलीफोन/Telephone: 0121-2631228 ई-मेल/e-mail: meerut@nhai.org



33

NHAI/PIU-MRT/11041/2024/D-29/221

Date: 29.01.2024

### Invitation of Public Comments

**Sub:** Permission 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.- Reg.

The Executive Engineer, Meerut Development Authority, Meerut has submitted the proposal 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.

- From the submitted proposal, it is seen as per the checklist, that the laying of 200mm dia Ø C.I. Ductile Iron Pipe is proposed at the extreme edge of ROW of NH-58(New NH-334). The section length of ROW applied is 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). The highway is 4 lane with paved shoulder.
- Applicant has proposed Sewer Pipe Line U/G 200 mm Ø C.I. Ductile Iron Pipe. The Work will be carried through HDD Methodology 1.65M below and through HDD method only with the condition that embankment of the Highway should not be damaged and laying will be done at the edge of ROW. Further, the agency while laying/maintenance of pipeline shall not cause any disruption to the traffic on the Highway. If there is cross road/approach road connecting Highway, then at that particular location laying will done only through HDD method. In case of crossings, work should be executed strictly through HDD method.
- As per the guidelines, issued by the Ministry vide OM no. RW/NH-33044/29/2015/ S&R(R) dated 22.11.2016, the application shall be put out in the public domain for 30 days for seeking claims and objections (on grounds of public inconvenience, safety and general public interest).
- In view of the above, comments of the public on the above application is invited to the below mentioned address, which should reach by this office within 30 days from the days from the date of publication beyond which no comments shall be entertained.

प्रधान कार्यालय : जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली-110 075, दुरभाष : 91-11-25074100 / 25074200, वेबसाइट : <http://www.nhai.org>

Corporate Office : G-5 & 6, Sector-10, Dwarka, New Delhi-110075, Phone : 91-11-25074100 / 25074200, Website : <http://www.nhai.org>

The Project Director,  
National Highways Authority of India  
Project Implementation Unit - Meerut  
A-1, Vaishno Dham, Near Gayatri Heights, Kankerhera, NH-58,  
Meerut, Uttar Pradesh - 250001

Encl: As above.

(Santosh Kumar Bajpai)  
Project Director

Copy to:

1. The Regional Officer, Delhi for kind information.
2. Web Admin, NHAI HQ - with request to uploading on NHAI website.
3. The Technical Director, NIC, Transport Bhawan, New Delhi - with request for uploading on Ministry's website.
4. The Executive Engineer, Meerut Development Authority for information.

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

ए-1, वैष्णो धाम, निकट गायत्री हाईट्स, कंकरखेड़ा, एन.एच.-58, मेरठ-250001

A-1, Vaishno Dham, Near Gayatri Heights, Kankarkhera, NH-58, Meerut-250001

दूरभाष/Telephone: 0121-2631228 ई-मेल/e-mail: meerut@nhai.org

ANNEXURE-R8/11



35

NHAI PIU-MRT/1041/2024/D-29465

Date: 23.02.2024

To,

Sh. Arun 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,

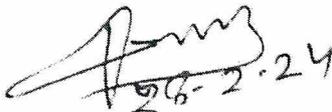
In reference to above mentioned your office letter for the NOC Case for laying of proposed Sewer Pipe Line U/G 200 mm Ø C.I. Ductile Iron Pipe of Meerut Development Authority from Km. 58.110 (LHS) to Km. 58.429 (LHS) (Length 319m) and one crossing at Km. 58.110 (Length 49.0 m) (Total Length 368m) on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

2. The proposal was examined and following has been observed: -

- As per Ministry norms dated. 22.11.2016 kindly deposit Rs. 1,36,914.00 as License Fee for an period of 5 years in Bharatkosh Portal and kindly enclose the copy after the deposition to the undersigned office for further verification.
- As per Ministry norms dated. 22.11.2016 kindly deposit the Bank Guarantee amounting to Rs. 36,800.00 with a validity of one (1) year towards completion of the subjected work(extendable if required till satisfactory completion of work).

In view of above, it is requested to kindly submit compliance as above.

(Santosh Kumar Bajpai)  
Project Director

  
23-2-24



ANNEXURE R2

36

NHAI/PIU-MRT/11041/2024/D-29649

Date: 14.03.2024

To,

The Branch Manager,  
Canara Bank  
Sector-10, Dwarka,  
New-Delhi

Sub: Regarding SFMS Confirmation of Bank Guarantee for: - BG.NO 0607524IPG000004 dated 12.03.2024 for Rs. 36,800/- issued by Indian Bank, Meerut New SFMS Confirmation of Bank Guarantee.

Ref.: Meerut Development Authority, Meerut letter no. 268 dated. 14.03.2024.

Sir,

Private Property Owner has submitted the Bank Guarantee, issued by Canara Bank, Muzaffarnagar, in favour of National Highways Authority of India (copy enclosed).

2. Further, requested to kindly confirm the issuance and genuineness of following Bank Guarantee, linking through Structured Financial Massage System (SFMS) platform with Canara Bank, A/c no. 8598201006264,IFSC Code: CNRB0008598 and provide system generated Confirmation through SFMS duly signed by Bank Manager (SFMS delivery report enclosed).

3. The detail of Bank Guarantee is as given below:-

Sl. No.	Bank Guarantee bearing no.& date	Name of Issuing Bank and Branch	Amount of Bank Guarantee	Valid up to	Claim Expiry Date
1.	0607524IPG000004 dated 12.03.2024	Indian Bank, Meerut	36,800.00	11.03.2025	11.03.2026

It is requested to kindly confirm the issuance of the above bank guarantee and period of validity indicating the reference of this letter on the printed official letter head of the Bank, name, designation and code no. of the officers signing the Guarantees

Encl.: As above (copy of above BG)

(Santosh Kumar Bajpai)  
Project Director