



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)
NATIONAL HIGHWAYS AUTHORITY OF INDIA
(Ministry of Road, Transport and Highways, Government of India)



परियोजना कार्यान्वय इकाई - पनवेल

Project Implementation Unit - Panvel

सर्वे नं. 63, एनएच 4 बी "डी" पॉइन्ट, चिंचपाडा-कलंबोली बायपास रोड, पनवेल - 410 206.

Survey No. 63, "D" Point on NH-4B, Chinchpada - Kalamboli Bypass Road, Panvel - 410 206.

ई-मेल / E-mail : piupanvel@nhai.org / piupanvel@gmail.com / वेबसाइट / Website : www.nhai.gov.in

NHAI/MJPRCL/PIU/Panvel/2023/ 896

Date: 12.09.2023

INVITATION OF PUBLIC COMMENTS

Sub: Balance Work of Four-Laning of Panvel-Indapur Section of NH-66 (Old NH-17) from Km 42.300 (Kasu) to 84.600 (Indapur) in the State of Maharashtra under Bharatmala Pariyojana on EPC mode.

- Permission for trenching and laying OFC cables along with 1 ducts. - Reg.

Ref: M/s. Bharti Airtel Limited letter no. 01 dated 22.05.2023.

Applicant, M/s. Bharti Airtel Limited vide letter under ref. 1, above has submitted proposal for laying Optical Fibre Cable (OFC) from Km. 56.300 to Km. 59.350 on NH-66.

As per para-4 of MoRTH guideline no. RW/NH-33044/29/2015/S&R (R) dated 22.11.2016, the Highway Administration shall put out in the Public Domain for 30 days for seeking claims and objections in Form-A (Copy enclosed) (on grounds of public inconvenience, safety and general public interest)

In view of above, the comments/objections of affected public is hereby invited with reference to Ministry's Circular dated 22.11.2016 for the above mentioned proposal. The objections/comments may be addressed to the below mentioned address, which should reach to this office, within 30 days from the date of publication; beyond which no comments shall be entertained.

GM (TECH) & PROJECT DIRECTOR
NATIONAL HIGHWAYS AUTHORITY OF INDIA
PROJECT IMPLEMENTATION UNIT - PANVEL
SURVEY NO. 63, "D" POINT ON NH-4B,
CHINCHPADA - KALAMBOLI BYPASS ROAD,
PANVEL - 410 206.
MAHARASHTRA, INDIA.
E-MAIL - piupanvel@nhai.org
piupanvel@gmail.com


(Yeshwant N. Ghotkar)
GM (T) & Project Director
PIU Panvel

Encl: Above proposal.

Copy: 1. Web Admin, NHAI HQ, New Delhi - for uploading on NHAI website.
2. Sr. Technical Director, NIC, Transport Bhawan, New Delhi - for uploading on Ministry's website.

Form-A

Form for seeking claims and objections (on grounds of public inconvenience, safety and general public interest) on the application for Accommodation of Public and Industrial Utility Services along and across National Highways.

Sub: NHAI-RO Mumbai-PIU-Panvel proposal for laying Optical Fibre Cable (OFC) from Km. 56.300 to Km. 59.350 on NH-66. -**Reg.**

The claims and objections (on grounds of public inconvenience, safety and general public interest) by the general public needs to be given within 30 days of uploading the online application for comments

Sl No.	Item	Details
1	Name of the person who is desiring to give claims and objections (on grounds of public inconvenience, safety and general public interest)	
2	Address of the person	
3	Details of the application for Accommodation of Public and Industrial Utility Services along and across National Highways against which claims and objections are being given (name of applicant and other details like site address etc.)	
	a) Application No.	
	b) Name of applicant (who applied to Accommodation of Public and Industrial Utility Services along and across National Highways)	
	c) Details of Application	
4	The claims and objections (on grounds of public inconvenience, safety and general public interest)	

Bharti Airtel Limited
Plot No. -3/1, North Tower,
E-Park, MIDC Knowledge Park,
Kharadi Tal-Haveli
Pune - 411014, india

www.airtel.in
Call +91 20 4677 6528



Ref No: ROW / NAGOTHANE - KHOPOLI / NH21705 /01 Date - 22 / 05 / 2023

To,
THE PROJECT DIRECTOR,
PROJECT IMPLEMENTATION UNIT, NHAI
SURVEY NO. 63, "D' POINT ON NH - 4B,
CHINCHPADA -KALAMBOLI BYPASS ROAD,
PANVEL, RAIGAD (MH).

Sub: Requesting Permission for Trenching and Laying OFC Cables along with 1
Ducts

Dear Sir,

With reference to the above-mentioned subject, we intent to lay OFC Cables
with 1 Ducts on the below mentioned route for **3.050** Kms.

Sr. No.	ROAD NAME	ROAD NO.	FROM KM	TO KM	FROM LOCATION	TO LOCATION	ROUTE LENGTH (KM)
1	MUMBAI GOA HIGHWAY	NH - 66	56/300	59/350	NAGOTHANE	BALSAI	3.050

We Request you to carry for Joint Survey & Permission Process as early as possible.

Truly yours,

For Bharti Airtel Limited.



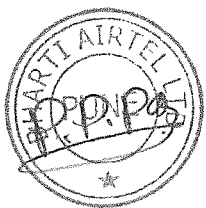
Authorized Signatory

Encl: 1) Route Diagram & Cross Section

Entity Name - BHARTI AIRTEL LIMITED
GST NO - 24AAACB2894G1ZT

भारत.स.पा / N.H.A.I	
प.का.ई पनवेल / P.I.U PANVEL	
आवक संख्या / INWARD NO. 574	
दिनांक / DATE : 05/06/2023	
DGM (TECH)	DY. MANAGER (TECH)
DGM (F&A)	ACCOUNTANT
MANAGER (TECH)	PERSONAL ASSISTANT

INDEX		
Sr. No	Particulars	Pages
1	Application	
2	Details of Laying Cable	
3	Check list	
4	Licence Agreement	
5	Undertaking Regarding Execution of Work / Bank Gaurantee /Renewal of the Bank Guarantee	
6	Undertaking for Construction Methodolgy	
7	Undertaking to Safe Guard Existing Services of ROW	
8	Tranch Cross Section	
9	Methodology of Laying OFC	
10	Power of Attorney	
11	Company Registrar Certificate Letter	
12	Route Drawing	
13	Line Diagram	



CHECK-LIST

Guidelines for Project Directors for processing the proposal of Areal optical fiber cable by private parties in the land along National Highways vested with NHAI.

Relevant circulars

- 1) Ministry Circular No. RW/NH-33044/17/2000-S&R dated 29-09-2000
- 2) NHAI'S Circular No. NHAI/OFC/2K/Vol II dated 7.11.2000, which includes the comprehensive guideline and draft license agreement for laying of OFC Cable by private in the land along National Highway vested with NHAI.
- 3) Ministry Circular No. RW/NHAI-33044/27/2000-S&R (R) date 21-03-2006 it is regarding the modification of previous Ministry's circular enhancing the amount of Performance Bank Guarantee @ Rs. 50/- per route meter in place of earlier rate of Rs. 25/- per route meter.
- 4) Ministry Circular No. R WINH - 33044/29/2015-S&R @ dated 22.11.2016

Check list of getting approval for laying of optical fiber cables on NHAI land

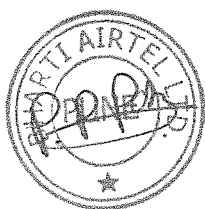
Sr. No	Item	Information / Status	Remarks
1	General Information	Proposal for Laying of OFC along the NH - 66 Mumbai Goa Highway From Km. 56/300 to 59/350 on RHS and across the National Highway	
1.1	Name and Address of the Applicant	Bharti Airtel Limited Plot No. -3/1, North Tower, E-Park, MIDC Knowledge Park, Kharadi Tal - Haveli Pune - 411014, India.	
1.2	National Highway Number	NH - 66	
1.3	State	Maharashtra	



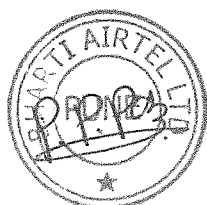
1.4	Location	NH - 66 MUMBAI GOA HIGHWAY NAGOTHANE TO BALSAI ROAD in State Of Maharashtra	
1.5	(Chainage in km)	From Km. 56/300 To Km. 59/350 On NH - 66	
1.6	Length in Meters	3050 Meters	
1.7	Width of available ROW	For 2 Lane 30 Mtrs & For 4 Lane 60 Mtrs	
	(a)Left side from centre line towards increasing chainage / km direction	For 2 Lane 30 Mtrs & For 4 Lane 60 Mtrs	
	(b)Right side from centre line towards increasing chainage/km direction	For 2 Lane 30 Mtrs & For 4 Lane 60 Mtrs	
1.8	Proposal to lay the cable		
	(a)Left side from centre line towards increasing chainage / km direction	For 2 Lane 30 Mtrs & For 4 Lane 60 Mtrs	
	(b)Right side from centre line towards increasing chainage/km direction	NA	
1.9	Proposal to Acquire Land	NA	
	(a)Left side from centre line	NA	
	(b)Right side from centre line	NA	
1.10	Whether Proposal is in the same side where land is not to be acquired	NA	
	If not then where to lay the cable		
1.11	Details of already areal services, if any, along the proposed route.	NA	
1.12	Number of lanes (2 / 4 / 6/ 8 lanes) existing	4 Lane NAGOTHANE TO BALSAI 56/300 TO 59/350	



1.13	Proposed Number of lanes (2 lane with paved shoulders / 4 / 6 / 8 lanes)	4 Lane	
1.14	Service road existing or not	Yes	
	If yes then which side		
	(a) Left side from centre line		
	(b) Right side from centre line		
1.15	Proposed Service Road	No	
	(a) Left side from centre line		
	(b) Right side from centre line		
1.16	Whether proposal to lay cable is after the service road or between the service road and main carriageway	Beyond service road or in utility corridor.	
1.17	The Permission for areal OFC shall be considered for approval/rejection		
	(I) Where the ROW is more than 45 m then the cable shall be areal at the edge of right of way within the utility corridor of 2 m width, duly keeping in view the future widening.	At the edge of ROW within utility corridor of 2 Mtr width	
	(ii) where land is yet to be acquired for 4 laning and the position of new carriageway has been decided then the cable shall be laid at the edge or right of way within the utility corridor of 2 m width, on that side of existing carriageway where extra land is not	No	



	proposed to be acquired for 4-laning.		
	(iii) Where the widening plan for 4-laning is not yet decided and available ROW is around 30 m or less, a judicious decision would need to be taken for permitting the laying of cable/duct. This could be within 1.5m to 2m of utility corridor at the edge of existing ROW, duly keeping in view the possible widening	Will be laying to utility corridor	
	(iv) Where ROW is restricted and adequate only to accommodate the carriageway, central verge, shoulders and drains (e.g. highways in cutting though hilly / rolling terrain) the cable shall be laid clear of the drain.	NA	
	(v) Where land strip for utility corridor cannot be conveniently earmarked (available Row restricted to the toe of the embankment) for areal of cable, the permission may be refused.	Will be laying to utility corridor	
1.18	No. of applicants on the same stretch	No	
1.19	Whether the case of multiple licenses	No	



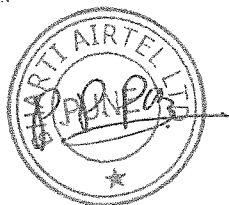
1.20	If so furnish a joint implementation programmer to lay their respective ducts within stipulated time frame.	NA	
1.21	If crossings of the road involved If Yes it shall only be through trench-less technology	Yes, HDD Method	
2	Document/Drawings enclosed with the proposal		
2.1	Cross section showing the size of trench for open trenching method (Is it normal size of 1.65m deep x 0.5m wide) Should not be greater than 1.2m in width in multiple ducts.	Yes Standard Size (1.65X0.5)	
2.2	Cross section showing the size of pit and location of cable for HDD method	Yes, Attached	
2.3	Strip plan/Route plan showing the OFC, Chainage, width of ROW, distance of proposed, cable from the edge of ROW, important mile stone, intersections, cross drainage works etc.	Yes, Attached	
2.4	Methodology for laying of OFC		
2.4.1	Open trenching method. If yes, Methodology of refilling of trench	Yes	



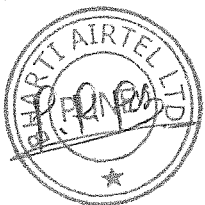
2.4.2	Horizontal Directional Drilling (HDD) Method	YES (Only for Approach road crossing)	
2.4.3	laying OFC Through CD Works And Method Of areal (Whether to be hung outside parapet)	No	
3	Draft license Agreement signed by two witnesses	Yes	
4	Performance Bank Guarantee	Shall be submitted as soon as permission obtain/informed by NHAI authority	
4.2	Confirmation of BG has been obtained as per NH guidelines		
5	Affidavit/Undertaking from the Applicant for		
5.1	Not to Damage to other utility, if damaged, then to pay the losses either to NH or to the concerned agency.	Yes, Enclosed	
5.2	Renewal of Bank Guarantee	Yes, Enclosed,	
5.3	Confirming all standard condition of NHAI's guideline	Yes, Enclosed,	
5.4	Shifting of OFC as and when required by NH	Yes, Enclosed,	
5.5	Shifting due to 4 lanning/widening of NH	Yes, Enclosed,	
5.6	Indemnity against all damages and claims clause (xxiv)	Yes, Enclosed,	



5.7	Traffic movement during laying of OFC to be managed by the applicant	Yes, Traffic, Movement will be managed by the applicant,	
5.8	If any claim is raised by the Concessionaries then the same has to be paid by the applicant	Yes, Enclosed,	
5.9	Certificate for 6-lanning from the applicant in following format "We do undertake that I will relocate service road/approach road/utilities at my own cost notwithstanding the permission granted within such time as will be stipulated by NH" for future six – lanning or any other development."	Yes, Enclosed,	
6	Power of Attorney in favour of authorized signatory	Yes, Enclosed	
7	Copy of DOT license	Yes, Enclosed	
8	Certificate from the Project Director	Yes	
8.1	Certificate for confirming of all standard condition issued vide Ministry Circular No. RW/NH-33044/17/2000-S&R dated 29.09/2000 and NHAI's guidelines issued vide No. NHAI/OEC/2k/Vol II dated 7.11.2000 and Ministry's Circular No. RW/NH-33044/27/2000-S&R dated 21.3.2006	Yes	

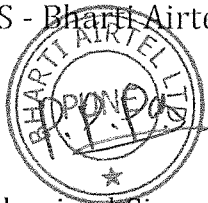


8.2	Certificate for 4-lanning from PD in the following format.	Yes	
	Where feasibility is available "I do certify that there will be no hindrance to proposed six-laning based on the feasibility report considering proposed structures at the said location. (b)In case feasibility report is not available" I do certify that sufficient ROW is available at side for accommodating proposed six-laning".	Yes, Attached	
9	The agreement fee of Rs. I shall be charged	Yes	
10	If NH section proposed to be taken up by NHAI on BOT basis – a clause in para 17 to be inserted in the agreement. "on Build, Operate and Transfer Basis and therefore, the licensee shall honour the same."	NA	
11	Who will supervise the work of laying of OFC	Bharti Airtel Limited Plot No. -3/1, North Tower, E-Park, MIDC Knowledge Park, Kharadi Tal – Haveli Pune – 411014, India.	
12	Who will ensure that the defects in road portion after laying of OFC are corrected and if not corrected then what action will be taken.	Bharti Airtel Limited Plot No. -3/1, North Tower, E-Park, MIDC Knowledge Park, Kharadi Tal – Haveli Pune – 411014, India.	
13	Who will pay the claims for damages done/disrupation	Bharti Airtel Limited Plot No. -3/1, North Tower, E-	

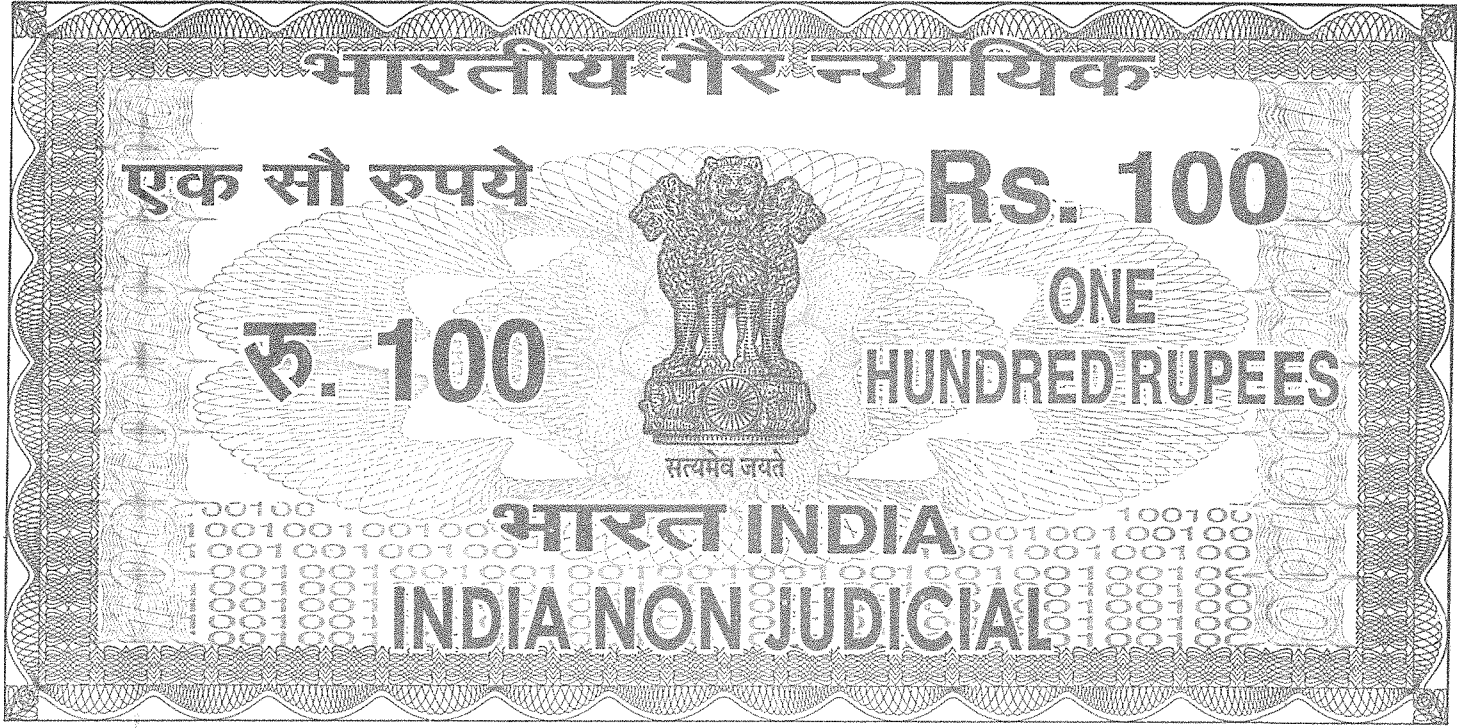


	in working of Concessionaire if asked by the Concessionaire?	Park, MIDC Knowledge Park, Kharadi Tal – Haveli Pune – 411014, India.	
14	A Certificate from PD that he will enter the proposed permission in the register of records of the permissions in the prescribed proforma (copy enclosed) issued vide Ministry Circular No. RW/NH/33044/17/2000/S&R dated 23/07/2033.	Yes	
15	If any previous approval is accorded for laying of cable then Photocopy of register of records of permissions accorded as maintained by PD (as per Ministry Circular No. RW/NH/33044/17/2000/S&R dated 23/07/2003) as referred in para 13 above is enclosed or not.	No	

M/S - Bharat Airtel Limited.



Authorized Signatory



महाराष्ट्र MAHARASHTRA

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फक्त प्रतिज्ञापत्रासाठी (अनुच्छेद ४)

प्रतिज्ञापत्र कोणाकडे सादर करावयाचे

प्रतिज्ञापत्रासाठीचे कारण

मुद्रांक दिवत घेणाऱ्याचे नांव व रहिवासी पत्ता

मुद्रांक रु १००० मु.वि.नोदवली अ.क्र.

मुद्रांक दिवत घेणाऱ्याची सही

ज्या कागदासाठी मुद्रांक खरेदी केला त्याच कागदासाठी

महिनास अंदाजित खर्च घेण्यात येईल.

कारणम्हा

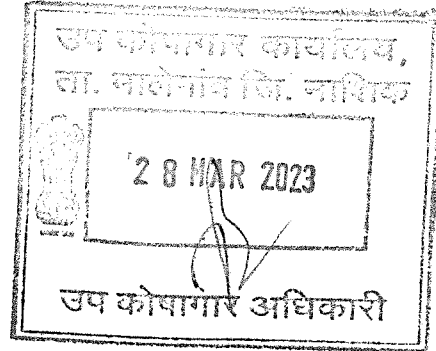
मार्ग ६६ वर ३.०५० कि.मी. लांबीचा

दिवांक

एल. एस. शिंदे

प. क्र. १२/१/१५

मु.वि.त.क.वालेगांव



Enclosure to Ministry of Road Transport & Highways letter No. 33044/29/2015/S&R @
Dtd. 22/11/2016

**AGREEMENT REGARDING GRANTING OF RIGHT OF WAY PERMISSIONS FOR
LAYING UTILITY SERVICES ON NATIONAL HIGHWAYS**

Agreement to lay Optical Fiber along the NH – 66, MUMBAI GOA HIGHWAY
NAGOTHANE TO BALSAI From Km. 56/300 TO Km. 59/350 For the
Total Length of 3.050 KM. land in the state of Maharashtra.

This Agreement made this _____ day of _____ Month of Year
_____ between National Highway Authority of India 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

M/S Bharti Airtel Limited.



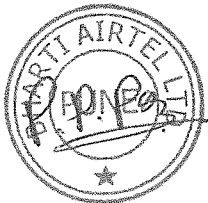
Annexure-II

[Enclosure to Ministry Circular No. RW/NH -33044/17/2000-S & R dated 29-09-2000 and dt. 23/07/2003.]

Format for Maintaining Records of Right-of-Way permission granted for laying OFC (to be maintained separately for every NH and State)

1 Name of State : Maharashtra
2 Name of Agency (NH Div Panvel Raigad (MH) : NH
3 NH Number : NH - 66

Location Chainage in Km)	Left of right side of NH (towards increasing chainage/ km direction	Section and Stretch	Kind of service	Name of license and contact address	Date of signing of agreement	Date of validity of agreement	Date of last inspection of side	Any deviation from MOST standard norms	Remarks
On NH - 66, From Km. 56/300 To Km. 59/350 For the Total Length of 3.050 KM.	RHS	NAGOTHAN E TO MS 56/300 TO BALSAR ROAD MS 59/350	Telecom	Bharti Airtel Limited Plot No. -3/1, North Tower, E-Park, MIDC Knowledge Park, Kharadi Tal - Haveli Pune - 411014, India				No	



1. Whereas the Authority is responsible, inter-alia for development and maintenance of lands in from NH - 66, **MUMBAI GOA HIGHWAY NAGOTHANE TO BALSAL From Km. 56/300 TO Km. 59/350 For the Total Length of 3.050 KM.**
2. Whereas the Licensee proposes to lay Telecom Cables/ducts in from NH - 66, **MUMBAI GOA HIGHWAY NAGOTHANE TO BALSAL From Km. 56/300 TO Km. 59/350 For the Total Length of 3.050 KM.**
3. Whereas the Licensee has applied to the Authority for permission to lay Telecom Cables/ducts from road/route from NH - 66, **MUMBAI GOA HIGHWAY NAGOTHANE TO BALSAL From Km. 56/300 TO Km. 59/350 For the Total Length of 3.050 KM.**
4. And whereas the Authority has agreed to grant such permission for way leave on the NHAI ROW as per terms and conditions hereinafter mentioned.

Now this agreement witnessed tat 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 eNHAllanching 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.

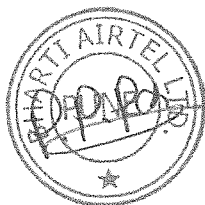
4 The Licensee shall pay license fee @ Rs. _____/sq m/month to the Authority. The License fee shall become payable from the date of handing over or ROW land to the Licensee, for laying of utilities/cables/conduits/pipelines for infrastructure/ service provider. As regards Tariff and Terms and conditions 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 MORTH 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 NHAI, 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 In case of restricted width of ROW. Which may be adequate only to accommodate the carriageways central verge, shoulders, slopes of embankments and 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 along 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 meter 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;

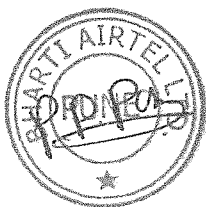
11 The utility services shall be permitted to cross the National Highway either through structure or conduits specially built for that purpose. The casing / conduit pipe should, as minimum, extend from drain in cuts and toe of slope to toe of slope in the fills and shall be designed in accordance with 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 lease 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 15cm. Layers each consolidated by mechanical tamping and controlled addition of moisture to 95% of the Proctor's Density. Overfill shall be compacted to the same density as the material that had been removed. Consolidation by saturation or ponding will not be permitted.

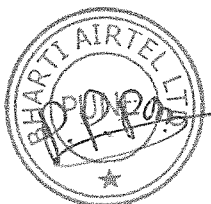
D) The road crust shall be built to the same strength as the existing crust on either side of the trench or to thickness and specifications stipulated by the Highway Authority.

17 The Licensee shall ensure making good the excavated trench for laying utility services by proper filling and compaction, so as to restore the land in to the same condition as it was before digging the trench, clearing debris/loose earth produced due to execution of trenching at least 50 m 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 100/- 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



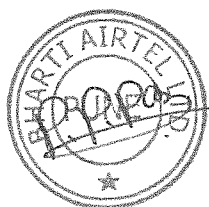
installations/utility services & interference, interruption, disruption or failure caused thereof to any services etc. In case of the Licensee failing to discharge the obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused 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 co-ordination with Authority, regarding the location of other utilities / underground installations/ facilities etc. The Licensee shall ensure the safety and security of already existing underground 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 I aggrieved Authority for any direct, indirect or consequential damage caused to them I claims or replacements sought for, at the cost and risk of the Licensee. The concerned agency in co- ordination with Authority shall also have a right make good such damages/ recover the claims by forfeiture of Bank Guarantee.



24 If the Licensee fails to comply with any condition to the satisfaction of the Authority, the same shall be executed by the Authority at the cost and risk of the Licensee.

25 Grant of 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 days in advance with route details prior to digging trenches, for fresh or maintenance/repair works. A separate performance Bank Guarantee for maintenance/repair works shall have to be furnished by the Licensee.

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 NHAI ROW will be permitted for any purpose other than that specified in the Agreement.

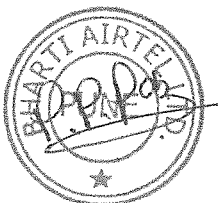
33 During the subsistence of this Agreement, the utility services located in highway land / property shall be deemed to have been constructed and continued only by the consent and permission of the Authority so that the right of the Licensee to the use thereof shall not become absolute and infeasible 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 NHAI) 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 authorized 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 50 m 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 tile 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 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.

29. 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.

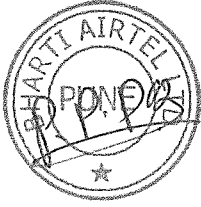
This Agreement has been made in duplicate, each on Stamp Paper. Each party to this Agreement has retained one stamped copy each.

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.
SIGN, SEALED AND DELIVERED FOR AND.ON BEHALF OF
AUTHORITY

By Project Director, NH PIU PANVEL, RAIGAD (MH)

(Signature, Name and Address with Stamp)





By Shri For, Mr.

(Signature, Name and Address with Stamp)

SIGNED ON BEHALF OF M/S Bharti Airtel Limited.

HOLDER OF GENERAL POWER OF ATTORNEY DATED

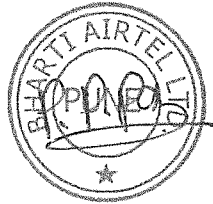
_____ EXECUTED IN ACCORDANCE WITH THE RESOLUTION
NO. _____

DATED _____ PASSED BY THE BOARD OF DIRECTORS IN THE
MEETING HELD ON _____

IN THE PRESENCE OF (WITNESSES):

1.

2.

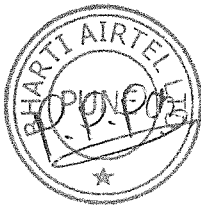


SUB: Laying of Underground Cables Along the National
Highway

DETAILS REGARDING UNDERGROUND CABLE LYING.

- | | |
|---|---|
| (i) Name of company asking for
Permission | M/S Bharti Airtel Limited |
| (II) Full Address (Registered) | M/S Bharti Airtel Limited |
| Corporate Address | M/S Bharti Airtel Limited |
| (III) Details & purpose for laying the cable | |
| (IV) Any other details regarding laying | |
| (A) Distance of proposed site from The
centre of the road at the Extreme
edge
within the road Boundary | Or at extreme edge of Road boundary

: Yes, the proposed cable is to be laid
At depth of 1.65 meters, which is far
below any Existing line. |
| (B) Whether it is possible to
Lay the proposed lines or not, Reasons | |
| Details regarding road alignment
Where UG is to be laid along the
Road | |



Name of Road

NH - 66

Sr. No.	Side of Road (LHS/RHS)	From KM	To KM	NHAI Scope
1				
2				
3				
4				
5				
6				
7				
8				

Total KM (On Left side of the road of increasing change)

(II) Category of road (to be ascertained : on NH - 66)

Sr. No.	Side of Road (LHS/RHS)	From KM	To KM	NHAI Scope
1				
2				
3				
4				
5				
6				
7				
8				

Total KM (on Right side of the road of increasing change)

(iii) Width of the road

Formation width measured From earthen bank :

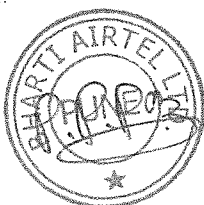
Black top road carriage-way Width :

Road boundary : 1) 30 Meters

Location of cable laying along : 1) 3050 Mtrs from center of road

The roadside to be mentioned.

From Km NH - 66



Sr. No.	Side of Road (LHS/RHS)	From KM	To KM	NHAI Scope
1	RHS			
2	RHS			
3	RHS			
4	RHS			
5	RHS			
6	RHS			
7	RHS			
8	RHS			
9	RHS			
10	RHS			

Total KM (On Left side of the road of increasing change)

Or at extreme edge of Road boundary

3. Details to be supplied on Lay out drawings. : 4 sets of proposed route drawings Are enclosed.

GEOGRAPHICS OF THE CABLEROUTE

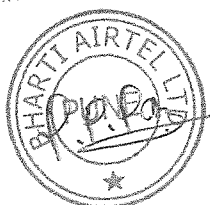
- a) Dimension of the cable trench meter : Width 0.45 Meter and Depth.
- b) Demension of Cable/HDPE : 40 mm (outer Dia)
- c) Size of Optical Fibre : Light weight 48F Optical Fibre
- Telecom Transmission Cable : Cable of outer dia of 18 mm
- d) Right of way Vested With The NHAI, the proposed
- Cable Will

Be laid within the road boundary of NH - 66.

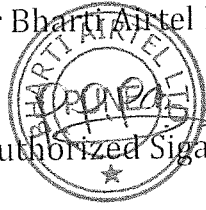
5 (i) This is to certify that no Govt. Road land shall be occupied by **Bharti Airtel Limited**
Except for the Purpose of Laying of UG Cable.

(ii) This is to certify that the work shall be in accordance with the Govt Rules and
Regulation in force from time to time and binding to **Bharti Airtel Limited**

(iii) This is to certify that all required Cost and fees as per rules and Regulation of the
Govt. Will be deposite timely.



For Bharti Airtel Limited



Authorized Signatory

Date :-

M/S. Bharti Airtel Limited.

Place :-

Encl :- Route Marked On Map



महाराष्ट्र MAHARASHTRA

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45AA 920642

दस्तावा प्रकार / अकार्यदेव क. ३
वस्तु नोंवणी करणार का :-- कारनामा कामासाठी

नोंवणी होणार असल्यास मु. वि. कायदाकायदे मंत्रक :-

मुद्रांक विकत घेणार :- ~~भारती एअरटेल लिमिटेड - पुणे~~

मुद्रांक रु. १०० मु. वि. नोंवणी अ. क.

मुद्रांक घेणाराची सही / अंगक

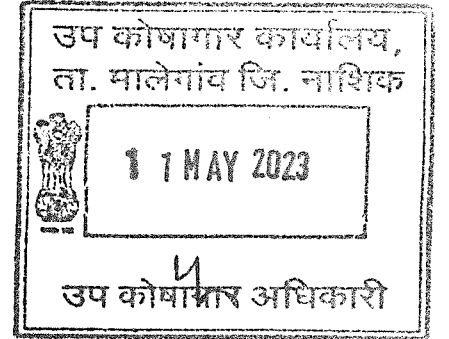
सही ~~संजय भारती~~

ज्या कामासाठी ज्यानी मुद्रांक खरेदी केला त्यानी त्याच कारणासाठी
मुद्रांक खरेदी केल्यापासुन सहा महिन्यांचे आत वापरणे बंधनकारक आहे)

दिनांक:

12 MAY 2023

निलेश दादाभाई देवगुन
प्र.क्र. ३६/२००९
मु. वि. मालेगांव



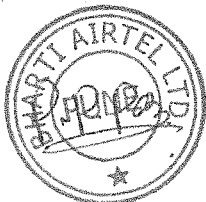
Annexure No - 3

License Agreement for the use of National Highway Land

1. Agreement to lay Duct / Optical fiber Cable along NH - 66, MUMBAI GOA HIGHWAY NAGOTHANE BALSAI FROM KM. 56/300 TO KM. 59/350 For the Total Length of 3.050 KM. In the State of Maharashtra.

This Agreement is made on this _____ Day of _____ Month of 2022 year between National Highway Authority of India (herein after referred to as NHAI) Which expression Shall, unless excluded by or repugnant to the context, include his successors in office and assigns) of the one part and M/S Bharti Airtel Limited. (Project Implementation Agency)..

(herein after called the 'Licensee' which expression shall, unless excluded by or repugnant to the context, include his heirs its successors / their successors and assigns) of the other part.



Whereas:

- I. National Highway Authority of India (NHAI) Is responsible for development and maintenance of those National which are vested in or entrusted to it by the Govt. of India. National Highway Authority of India is responsible for the development and maintenance from **NH - 66, MUMBAI GOA HIGHWAY NAGOTHANE BALSAI FROM KM. 56/300 TO KM. 59/350 For the Total Length of 3.050 KM.** As it has been vested in it vide notification no. RW/NHAI-12037/826/98 dated 17-08-1999.
- II. The Licensee is a company and has been given a license by the Government of India. Department of Telecommunication to establish & maintain the assets such as Dark Fibers, Right of Way, Duct Space and Tower for the purpose to grant on lease/rent/ sale basis to the licensees of Telecom Services licensed under Section 4 of Indian Telegraph Act, 1885.

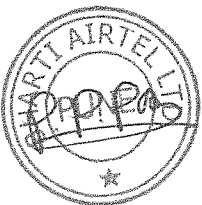
The Licensee has applied to NHAI for permission to lay HDPE/Optical fiber Cable along with the from **NH - 66, MUMBAI GOA HIGHWAY NAGOTHANE BALSAI FROM KM. 56/300 TO KM. 59/350 For the Total Length of 3.050 KM.** in the state of Maharashtra.

- III. The **NHAI** have agreed to grant such permission on the terms and conditions hereinafter mentioned.

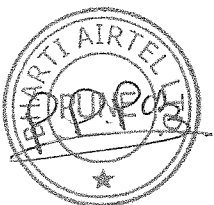
Now this Agreement witness that in consideration of the condition hereinafter contained and on the part of the licensee to be observed and performed, the **State Government** hereby grants to the licensee permission to lay optical fiber cables / Ducts as per the drawings subject to the following conditions namely.

The laying of optical fiber cable through HDPE from **NH - 66, MUMBAI GOA HIGHWAY NAGOTHANE BALSAI FROM KM. 56/300 TO KM. 59/350 For the Total Length of 3.050 KM.** in the state of Maharashtra.

1. Shall be in accordance with the pre determined route and locations set out Pursuant the vesting Optical Fiber from **NH - 66, MUMBAI GOA HIGHWAY NAGOTHANE BALSAI FROM KM. 56/300 TO KM. 59/350 For the Total Length of 3.050 KM.** in the state of Maharashtra.



2. Vide Notification No. RW/NHAI-12037/826/98 dated 17.08.1999. **NHAI** has requisite authority to enter into this Agreement and grant permission to the Licensee to operate and maintain cable/duct in accordance with the times of this agreement.
3. The laying of the cable/duct by the licensee shall strictly in accordance of way to the permitted highway in being granted to the licensee under his agreement and the licensee's the rights are restricted to those specifically set out in this agreement.
4. The permitted Highway on which the Licensee has been granted the right of way to lay cable/duct has also been granted as a right of way to the concessionaire under the concession agreement for up gradation of required section of National Highway No. 69 on build operate and Transfer Basis.
5. In consideration of the permission granted to Licensee to lay operate and maintain cable/duct on the permitted highway the Licensee hereby agrees to pay **NHAI** one time nominal fee of Rs. 1/- as part of this agreement.
6. The Licensee shall furnish a Bank Guarantee for the amount calculated at the rate of Rs. 50/- (Rupees- Fifty Only) per meter to **NHAI** period of one year initially (extendable if required till satisfactory completion of work) as a security for ensuring / making good the excavated trench for laying the cables/ducts by proper filling and compaction, clearing debris/loss earth produced due to execution of trenching at least 50/m away from the edge of the right of way. The above charge of Rs. 50/m is liable to be reviewed every 5 years. No payment shall be payable by the NHAI to the Licensee for clearing debris/loose earth. In case the work contemplated herein is not completed to the satisfaction of the **NHAI** which has granted the permission, within a period of eleven 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. In case of the licensee failing to discharge the obligation of making good of the excavated trench, the **NHAI** 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 Bank Guarantee
7. The right granted to the licensee under this agreement to lay cable/ducts on the permitted highway is on a non-exclusive basis.
8. The operation of laying the cable/duct shall be completed by the licensee within 6 months of the execution of this agreement.
9. The activities of the licensee on the permitted highway shall not disrupt the ordinary use of the permitted highway.
10. **NHAI** shall not be responsible for any damage caused to the cable/duct by any activity of NHAI on the permitted Highway; the parties are agreed that the licensee is laying the cable/duct on the permitted highway at its own risk.



11. The parties agree that the cable/duct shall be laid by the licensee at the edge of the ROW of the permitted highway as per drawing approved by **NHAI** and enclosed with this agreement.
12. The top of the casing/conduit pipe duct containing the cable shall be 1.65m below the surface of the road subject to being at least 0.3m below the drain inverts.
13. The Licensee shall restore the excavated trench for laying of cable/ducts by proper filling and compactions so as to restore that land in the same conditions as it was before digging the trench and shall clear the debris/loss earth produced due to excavation of trenching to the satisfaction of **NHAI**.
14. All crossing of the connecting road to National Highway would be done through trench less technology by drilling the hole at depth of 1.65m beneath the road pavement without causing any damage to the road. In case any damage is caused to the pavement of these cross road the licensee will restore the road to its original conditions at his own cost to the satisfaction of the officer in charge of the local office of **NHAI**.
15. No payment shall be payable by **NHAI** to the licensee for clearing /debris loss earth. In case of licensee failing to discharge the obligation of making good of excavation trench, the project director **NHAI** shall have the option to make good the damage caused by excavation at the cost of licensee.
16. The Licensee shall make his/their own arrangement for crossing of cross drainage structure, rivers, etc. In case this is not feasible; the Cables/Ducts may be carried on the outside of the railings/parapets and supported on brackets fixed to the outside of the bridge superstructure. The fixing and supporting arrangement with all details shall be got approved in advance from the Engineer-in-charge of the **NHAI** the additional cost on account of fixing and supporting arrangement shall be borne by licensee.
17. Licensee shall shift the cables/ducts at own cost and risk within 90 days (or as specified by the respective agency **NHAI**) from the date of issue of the notice by the officer of concerned **NHAI** to shift/relocate the cables/ducts, in case it is so required for the purpose of improvement/widening of ROW or any other purposes and restore road land to its original conditions at its own cost. In case the licensee fails to do so **NHAI** shall not be liable for any consequential loss or damage in the event of any disruption or discontinuance of breakage in cable/ducts.
18. The Licensee shall be responsible to ascertaining from **NHAI** office department of telecommunications of the location of other cables etc. The licensee shall ensure the safety of existing cables before commencement or during and after the excavation during the tenure of this agreement and shall be responsible for any damage to the existing cable or Duct or any other Communications network and will have to get the same repaired or replaced to its satisfaction of the project director **NHAI** at its cost in case any damage the project director **NHAI** shall also have the right to make good the damage caused to the existing cable or other

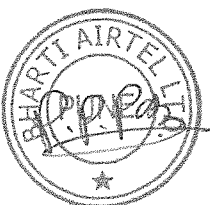


communication network by the laying operation and maintenance of the cable duct , if not made good by the licensee at the cost of the licensee.

19. If the Licensee fails to comply with the condition 17 &18 above to the satisfaction of the **NHAI**, the same shall be got executed by the **NHAI** at the cost and risk of the Licensee.
20. The Licensee shall be responsible for the safety of all other underground facilities such as electric line pipe of water supply and gas, sewage lines etc. trenching. The licensee shall also be responsible for safety of cross drains structure the licensee shall procure insurance from reputed insurance company to the satisfactions of the project director **NHAI** against damage to these line during.
21. The crossing of the cable duct of the **NHAI** must be avoided. If for unavoidable reasons the cable required crossing to cross the national highway, It shall be done through trench less technology by drilling whole at depth of 1.65 Mt beneath the road payment without causing any damage or collapse of road. In case any damage is caused to the payment to national highway, the agreement will be required to the restore the highway to this original condition at this cost to the satisfactions of the project director of **NHAI**.
22. The Licensee shall inform/ give a notice to the concerned agency designated by **NHAI** at least 15 days in advance before digging trenching.
23. Each day, the extent of digging the trenches should be strictly regulated so that cables/duct 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 **NHAI**.
24. The Licensee shall indemnify Project director **NHAI** for all damage and the laying, operations and maintenance of cable ducts **NHAI** shall not be liable of any consequential loss or damage in the event of any disruptions or discontinuance breakage in the ducts or in the optic fiber cable or other cables laid in the ducts.
25. This permission shall be for a period of 25 years or the period for which the Licensee has been given the license by Ministry of Communications which ever is less. Permission granted by the Agreement will automatically cases of premature termination of the licensee granted to the licensee by the Ministry of Communications **NHAI** shall also have right to terminate this Agreement or to extend the period of Agreement at its sole discretion. Up to any such termination the licensee shall not be entitled to any compensations for any loss caused to it by such termination nor shall it be absolved from any liability already incurred



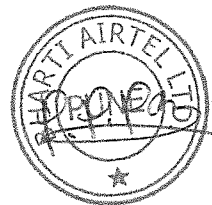
26. That the Licensee shall not without prior permission in writing of the concerned agency in co-ordination with **NHAI** undertake any work of shifting, repairs or alterations to the said Optical Fiber Cables/ducts.
27. That the Licensee shall be liable for any loss or damage caused to the Department of Telecommunication/**NHAI** by Drainage obstruction or any other caused attributable to the laying operation or maintenance of the said cable/ducts.
28. The Licensee shall no sell, transfer, lease or otherwise dispose of the cables without obtaining the previous consent of the GOI in writing.
29. That the Permission granted should not in any way be deemed to convey to the Licensee any right to or any interest in the permitted highway, other than what is herein expressly granted.
30. Any security creation over the cable/duct by the licensee should not in any way create any interest over the National Highway.
31. During the subsistence of this Agreement, the Optical Fiber Cables/ducts, located in Highway land/ property shall be deemed to have been constructed and continued only by the consent and permission of the NHAI so that the right of the Licensee to the use therefore shall not become absolute and indefeasible by lapse of time.
32. The Licensee shall bear the stamp duty charged on this agreement.
33. The Optical Fiber cables/ducts shall not brought into use by the licensee unless a completion certificate standing that the optical fiber cable have been laid in accordance with the approved specifications and drawing and the trenching have been filled up to the satisfaction of NHAI have been obtained from the concern officer of **NHAI**.
34. Not with standing anything contained herein this Agreement may be cancelled at any time by the NHAI at its sole directions for a breach or non performance to the satisfactions of **NHAI** of any condition at the sole directions for a breach or non performance to the satisfactions of **NHAI** of any conditions of the agreement by the agreement and the Licensee shall not be entitled to any compensation for any loss caused to it by such cancellation nor shall it be absolved from any liability already incurred.
35. That Licensee shall have to make all necessary arrangements for safety of highway users and workman and also to ensure that no impedance is caused to highway traffic by providing a barricading, danger lighting and other necessary caution boards while executing the work.



36. If any traffic diversion works are found necessary during the working period such diversion shall be provided at the cost of Licensee.
37. The licensee clearly indicate to **NHAI** the extra capacities/ducts along with his plans for using the same and shall not commercialize those without getting prior consent and finalizing mutual agreement with NHAI.
38. After the termination/ expiry of the Agreement, the Licensee shall be remove the cables/ducts within 90 days and the site shall be brought back the original condition failing which the Licensee will loss the right to remove the cables/ducts. However, before taking up the work of removal of cable the Licensee shall furnishes a Bank Guarantee to the NHAI for a period of one Year for an amount assessed by the NHAI for making good the excavate trench by proper filling and compaction, clearing debris, loose earth produced due to excavation of trenching.
39. The Licensee agree to abide by the directions of the concerned officer of NHAI appointed in accordance with the National Highway Acts, 1956 and rules in force and no appeal / correspondence shall be entertained in this regard.

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

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



Signature of Applicant

SIGNED, SEALED AND DEVIVERED BY

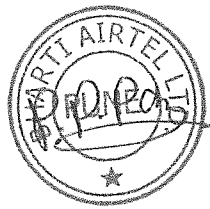
Authorized Signatory

Project Director
National Highways Authority
(FOR AND BEHALF OF PRSIDENT OF INDIA)

IN THE PRESENCE OF WITNESS:

1.

2.





महाराष्ट्र MAHARASHTRA

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45AA 920647

वस्तु नोंदणी करणार का : - कारनामा कामासाठी

नोंदणी होणार असल्यात मु. नि. कार्यालयाचे नांव :-

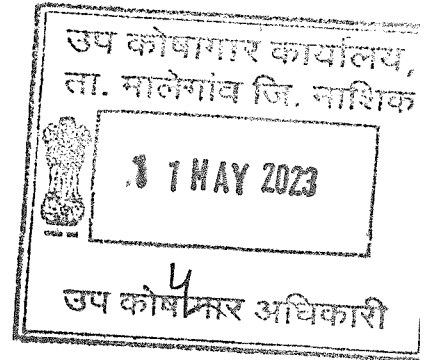
मुद्रांक विकत घेणार :- भारती एअरटेल लिमिटेड - पुणे

मुद्रांक रु. 100 मु. नि. नोंदणी अ.क. 8496 दिनांक:

मुद्रांक घेणाऱ्याची सती / अंमल

मिनिश यत्नाम / निजला
प्र.क्र. 26/2009
मु. नि. मालेगांव

12 MAY 2023



हस्ताक्षर: संजय रेड्डी
(ज्या कामासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारनामासाठी,
मुद्रांक खरेदी केल्यामुळे सहा महिन्यांचे आत वापरणे बंधनकारक आहे)

Annexure No - 4

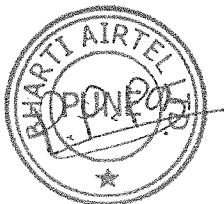
UNDERTAKING

We, M/S Bharti Airtel Limited.

Hereby do undertake in Reference to our ROW Application for the route NH - 66,

Sr. No.	From (GP Name / KM / MS / Land Mark)	To (GP Name / KM / MS / Land Mark)	Side of Road (LHS / RHS)	From Km	To Km	NHAI Scope
1.	NAGOTHANE	BALSAI ROAD	RHS	56/300	59/350	3.050

For a total length 3.050 KM, in the state of Maharashtra that



We will relocate Cable lines / Utilities as our own cost, notwithstanding the permission granted

Within such time as will be stipulated by NHAI for further expansion or any other development.

For Mr.

M/S Bharti Airtel Limited.

Authorized Signatory



Annexure No-5

UNDERTAKING

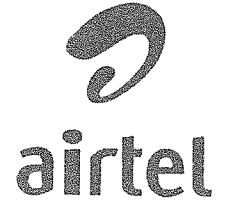
We, **M/S Bharti Airtel Limited**. Hereby do undertake that:-

1. We propose to cross the river/nallah/any cross drainage structure. By cable laying GI/RCC pipes at least 1.65 Mtrs Below the river bed.
2. All link roads will be crossed by Auger boring or using trench less method. In case if there are any difficulties at a particular crossing **M/S Bharti Airtel Limited**. will contact department's concerned engineer before taking up the work.
3. The department shall not be responsible for any loss or damage to the cable etc. that may occur due to any reasons during/after laying the same.
4. In the event of any mis-happening/accidents etc. while carrying laying of cables **M/S Bharti Airtel Limited**. shall be liable to pay the any type of compensation so claimed.
5. IBSI shall not cause any damage to the carriageway of the highway and structure like bridges, culverts, drains, buildings, etc. and in case of failure. **M/S Bharti Airtel Limited**. Will be liable to make good the loss caused to the department.
6. **M/S Bharti Airtel Limited**. shall lay the cables under the guidance of the department.
7. The department shall not be responsible in case the cable line comes in the area under development in future at any time. In such an eventuality shifting of the cable etc. shall be the liability of IBSL...
8. **M/S Bharti Airtel Limited**. shall be responsible for any damage caused to the tress in the NIAI. Boundary; It will be responsibility of **M/S Bharti Airtel Limited**. to obtains permission for such likely foreseen/unforeseen damage from the competent Authority.
9. In case of some un-available circumstances if **M/S Bharti Airtel Limited**. desires to across the carriageway, the same shall be done under the guidance of the



Bharti Airtel Limited
Plot No. -3/1, North Tower,
E-Park, MIDC Knowledge Park,
Kharadi Tal-Haveli
Pune - 411014, india

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department and under no circumstances; the carriageway shall be allowed to get damaged. The crossing of carriageway shall be allowed with pressure angle only

10. While crossing the Bridge / culverts, no additional dead load shall be allowed to be added to the existing structure.

11. In case of difficulty anywhere in the stretch **M/S Bharti Airtel Limited**. Shall contacts the concerned engineer of the department.

For Mr.
M/S Bharti Airtel Limited.



Authorized Signatory.

Annexure- No. 6

UNDERTAKING

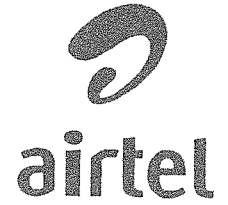
We, **M/S Bharti Airtel Limited**. Hereby do agree that -

1. **M/S Bharti Airtel Limited**. Shall be solely responsible/liable for full compensation / indemnification of concerned agency/ aggrieved owners for any direct or indirect or consequential damages caused to them/claim or replacements sought for at our cost and risk.
2. Cable would be laid keeping in mind future expansion / 4/6 lining of the NHAI. However, we also agree that we shall shift the cables/ducts within 30 days (or as specified by the respective agency/owner) from the date of issue of Notice by the concerned owner to shift / relocate the cables/duct in case it is required for the purpose of improvement /widening of the road/route / highway or construction of flyover / bridge and restore that road / land to its original condition at our own cost and risk.
3. We will not violate the instruction of MORTH (Ministry of Road Transport & Highways), New Delhi.
4. It is undertaken that cable will be carried out on the outside of railing /parapets of the bridge / culvert and supported by brackets and fixed outside of the bridge super structure or as design approved by the Engineer in Charge.
5. Cable will be laid under link road by boring system.
6. The agency will notify the concerned Executive Engineer at least 15 days in advance before digging trenches along with the road.
7. Adequate arrangement for cautioning the traffic by way of caution
8. board during daytime and danger light at night will be provided by the agency.



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9. Each days the extant of digging trenches should be strictly regulated so that the cables are laid and trenches filled up before the close of work that day, the filling should be completed to the satisfaction of Engineer in charge.
10. The agency shall indemnify the road all the damages, if any, due to the digging of trenches for the laying of the cables.

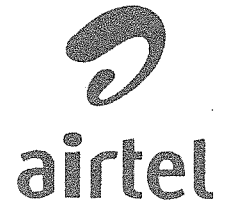
For
M/S Bharti Airtel Limited.

Authorized Signatory



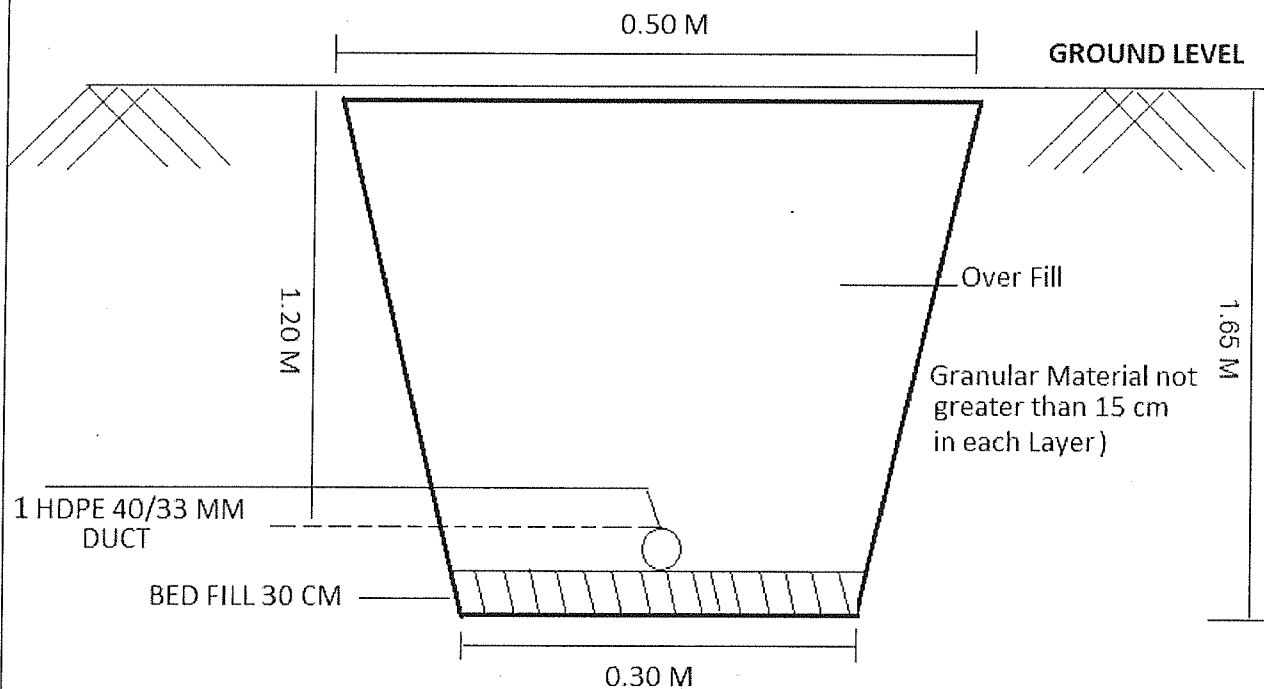
Bharti Airtel Limited
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E-Park, MIDC Knowledge Park,
Kharadi Tal-Haveli
Pune - 411014, india

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Annexure No-5

TYPICAL CROSS SECTION OF TRENCHING FOR OFC LAYING



Annexure No8

Methodology of Laying of OFC - Open Trenching & Trenchless (HDD)

Trenching Method :

Laying of Optical Fiber Cable along the mentioned route will be done by conventional method/manual and Machine Trenching method. The dimension of the trench will be 165 cms in depth and 45 cms in width. The Cable laying work will be carried out in phased manner in such a way that after the HDPE / Protection ducts are laid for Optical Fiber Cable, the trench will be reinstated to its original surface.

Trench Filling Method:

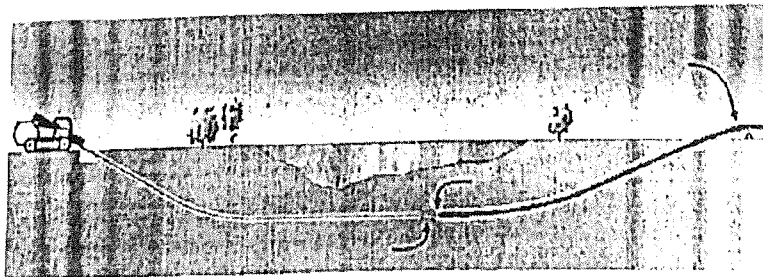
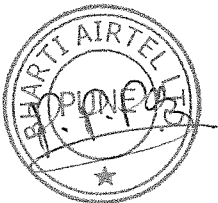
As a measure of abundant precaution against future settlement and other allied problems, only selected granular material will be used in filling reinstatement of trenches. The entire depth of cutting will be filled either with coarse sand or the excavated material, compacted in layers not exceeding 75 mm when compacted by ordinary power roller /plate compacter. Special Compaction equipment like plate compacter, frog hammer will be utilised besides ordinary power roller.

Trenchless Crossing : HDD Method

Horizontal Directional Drilling (HDD) is a technique for installing product pipes, including utility lines, below ground using a surface-mounted drill rig that launches and places a drill string at a shallow angle to the surface and has tracking and steering capabilities. In recent years HDD has been the preferred methodology due to several government policies conducive to infrastructure growth.

All crossing on the Route will be done by Horizontal Directional Drilling method without disturbing the road surface.

A Typical HDD Methodology is shown below:



Arkhil Gupta
12.12.2001

Arkhil Gupta
12.12.2001

No.10-20/2001-BS-I
Government of India
Ministry of Communications
Department of Telecommunications
(Basic Services Group)

Registration Certificate No.: 33/2001

Date: 26.02.2001

Registration Certificate For Infrastructure Provider Category-I (IP-I)

This is to certify that M/S BHARTI TELENET LIMITED with registered H-5/12, Qutab Ambience(Near Qutab Minar), Mehrauli Road, New Delhi-110030 is registered as Infrastructure Provider Category I (IP-I) to establish and maintain the assets such as Dark Fibres, Right of Way, Duct Space and Tower for the purpose to grant on lease/rent/sale basis to the licensees of Telecom Services licensed under Section 4 of Indian Telegraph Act, 1885 on mutually agreed terms and conditions.

2.0 In no case the company shall work and operate or provide telegraph service including end to end bandwidth as defined in Indian Telegraph Act, 1885 either to any service provider or any other customer.

3.0 The company shall submit a copy of an Agreement entered into with the other service providers including Infrastructure Provider Category II (IP-II) within 15 days of signing of such Agreement.

4.0 The company shall provide the said infrastructure in a non-discriminatory manner.

5.0 In the event of any question, dispute or difference arising under this Registration, or in connection thereof, except as to the matter, the decision of

2/4



B. Bhandari

which is specifically provided elsewhere under this Registration, the same shall be referred to the sole Arbitrator appointed and nominated by the Director General Telecommunications or by whatever designation Director General Telecom may be called, hereinafter called the "ARBITRAL TRIBUNAL".

5.1 This Registration Certificate and any dispute thereof shall be governed by the substantive provisions of Indian law.

5.2 The venue of Arbitration shall be New Delhi or as may be fixed by the ARBITRAL TRIBUNAL anywhere in India.

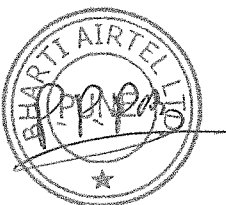
5.3 The arbitration proceedings shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 and rules framed thereunder or any modifications or re-enactment thereof made from time to time.

6.0 The Registered company can provide the infrastructure as stated above to any person. The company shall, in no case, grant in any manner the infrastructure to any erstwhile Licensee whose licence is either terminated or suspended or not in operation at given point of time. In the event of any infrastructure allowed before hand, then the Registered company shall be obliged to withdraw the grant of infrastructure and to disconnect or sever connectivity immediately without loss of time and further, upon receipt of any reference from the Licensor in this regard, disconnection shall be made effective within an hour of receipt of such reference. On the question of disconnectivity the decision of the Director General Telecom shall be final.

7.0 The Registered company shall provide necessary facilities depending upon the specific situation at the relevant time to the Government to counteract espionage, subversive act, sabotage or any other unlawful activity.

2/3

B. Badwanol



7.1 The Registered company shall make available on demand to the agencies authorized by the Government of India, full access to the network for technical scrutiny and for inspection which can be visual inspection or any operational inspection.

7.2 All foreign personnel likely to be deployed by the Registered company for installation, operation and maintenance of the Registered company network shall be security cleared by the Government of India prior to their deployment. The security clearance will be obtained from the Ministry of Home Affairs, Government of India, who will follow standard norms in the matter.

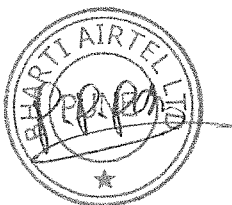
7.3 The Registered company shall ensure protection of privacy of communication and ensure that unauthorized interception of messages does not take place.

7.4 The Government shall have the right to take over the equipment and networks of the Registered company or revoke/terminate/suspend the Registration of the company either in part or in whole as per directions if any, issued in the public interest by the Government in case of emergency or war or low intensity conflict or any other eventuality. Provided any specific orders or direction from the Government issued under such conditions shall be applicable to the Registered company and shall be strictly complied with. Further, the Government reserves the right to keep any area out of the operation zone of the service if implications of security so require.

7.5 Government reserves the right to modify these conditions or incorporate new conditions considered necessary in the interest of national security and public interest.

3/4

Bhattacharya

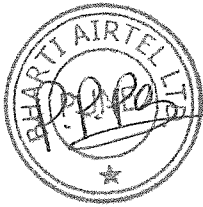


7.6 The Registered company will ensure that the Telecommunication installation carried out by it should not become a safety hazard and is or in contravention of any statue, rule or regulation and public policy.

8.0 Any breach of the above terms will lead to cancellation of the registration without any further notice.

To
M/S BHARTI TELENET LIMITED
H-5/12, Qutab Ambience
(Near Qutab Minar),
Mehrauli Road,
New Delhi-110030


(B.B. ANAND)
DIRECTOR(BS-I)
(बी० बी० आनन्द)
(B. B. ANAND)
निदेशक/Director
दूर संचार विभाग, नई दिल्ली
Deptt. of Telecom. New Delhi



4/4

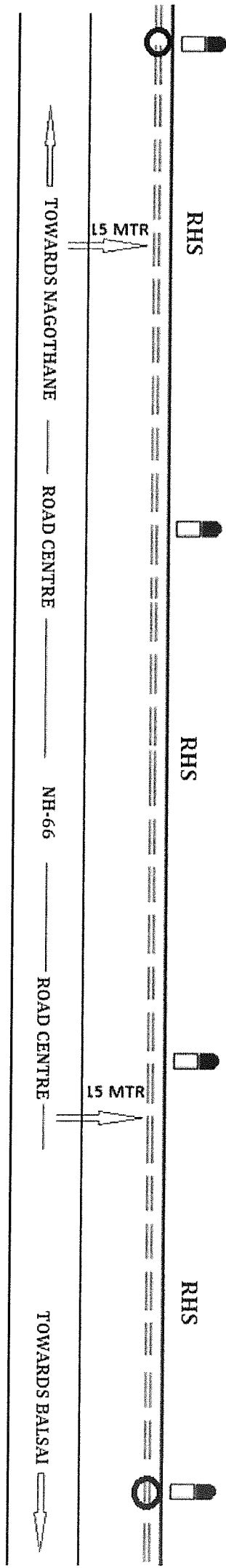
NAGOTHANE KHOPOLI ROUTE
PIU NH, PANVEL
NH - 66, NAGOTHANE - BALSAL ROAD
TOTAL DISTANCE = 3050 MTR

WORK
 START
 M/S -
 56/300

M/S -
 57/000

M/S -
 58/000

WORK
 END
 M/S -
 59/350



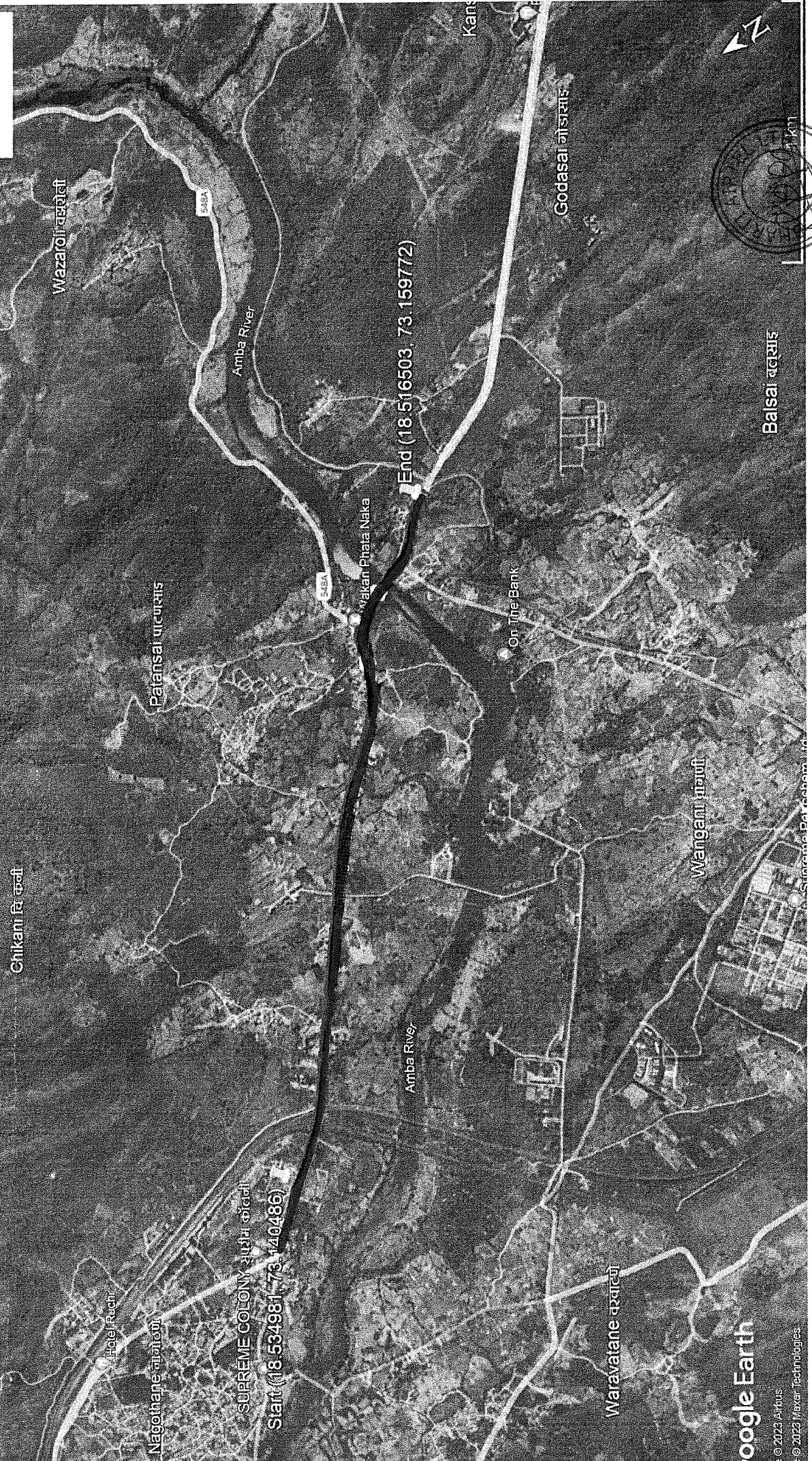
LEGENDS		COMPANY. BHARTI AIRTEL LIMITED	
	AUTHORITY BOUNDARY	AUTHORITY. NATIONAL HIGHWAY PIU, PANVEL	
	KILOMETER STONE	PROPOSED OFC ROUTE SURVEY DRAWING	
	PROPOSED OFC ROUTE	SECTION: NHAI	
	RAILWAY CROSSING	TOTAL SCOPE = 3050 MTR	PAGE TOTAL 3,050 KM
	BRIDGE	NOT TO SCALE=	PAGE= 1 OF 1



H-66

Legend

- Feature 1
- Path Measure



Google Earth

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