

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सडक परिवहन एवं राजमार्ग मंत्रालय, भारत सरकार)

National Highways Authority of India

(Ministry of Road, Transport and Highways, Government of India) परियोजना कार्यान्वयन, इकाई. सोलापूर (महाराष्ट्र) Project Implementation Unit. Solapur (Maharashtra)

कार्यालय : पुणे-सोलापूर राजमार्ग के निकट, मौजे बाले, जिला सोलापूर-४१३२५५, महाराष्ट्र Office : Adjacent to Pune-Solapur Highway, Mauje Bale, Dist. Solapur-413255 Maharashtra Ph.No. 0217-2303379 * ई-मेल/Email : solapur@nhai.org * वेब /Web : https://nhai.gov.in



No.: NHAI/PIU/SLP/Bor-Wat/NH-166/Public Comments/2025/2754 Date: 3.11.20

INVITATION OF PUBLIC COMMENTS

Sub: Four laning of Borgaon - Watambare section of NH-166 from Ch. 224/000 to Km. 276/000 in the state of Maharashtra on HAM - Requesting permission for trenching and laying OFC cables along with ducts (2 Ducts), along the road from Km. 224+500 to Km. 224+860 (LHS), across the road at Km. 224+500 and further laying from Km. 227+300 to 224+500 (RHS) (Shirdhon to Landgewadi) on NH-166 - Reg.

Ref.:- Authorized Signatory, M/s. Bharti Airtel Ltd. letter no.nil dated 30.08.2025.

Sir,

Authorized Signatory, M/s. Bharti Airtel Ltd. has submitted proposal for trenching and laying OFC cables along with ducts (2 Ducts), along the road from Km. 224+500 to Km. 224+860 (LHS), across the road at Km. 224+500 and further laying from Km. 227+300 to 224+500 (RHS) (Shirdhon to Landgewadi) on NH-166 vide ref. at (i) above.

- 2. 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).
- 3. In view of the above, comments of the public on the above application is invited 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.

The DGM (Tech.) & Project Director, National Highways Authority of India Project Implementation Unit, Solapur Adjacent to Pune - Solapur Highway, Mauje Bale, Dist. Solapur, Maharashtra, Pin - 413225.

धन्यवाद!

(स्वप्निल कासार), उपमहाप्रबंधक (त) तथा परियोजना निदेशक,

भा.रा.रा.प्रा., इकाई. सोलापुर

संलग्न: *उपरोक्त.*

Copy to:-

i. CGM (Tech) & RO Mumbai - for information please.

D:\Mohasin\Licence fee and Bank Guarantee\OFC\SHIRDHON TO LANDGEWADI\Invitation of public comments - Shirdhon to Landgewadi.docx

Bharti Airtel Limited Vega Center, 'A' Wing, 2nd floor, Shankarseth Road, Swargate, Pune - 411 037, India

www.airtel.ln Call +91 20 4002 8363 Fax +91 20 4002 8224



Reference No: ROW/NHAI/SOLAPUR-RATNAGIRI ROAD/NH-166/01

Date: /02/2025

To, The Project Director, NHAI, Solapur, Solapur.

Sub: Requesting Permission for trenching and laying OFC cables along with Ducts (2 Ducts).

Dear Sir,

With reference to the above-mentioned subject, we intent to lay OFC cables with ducts on the below-mentioned route of 04.200 km.

Sr. No.	Route Name	Road Name & No.	From Chainage	To Chainage	From Location	TO Location	Route Length in (KM)
1	Solapur- Ratnagiri Road	NH-166	224/350	228/550	Shirdhon	Landgewadi	4.200

We request that you contact Rahul K Bachhav at 7276158166 for a joint survey of the route.

Truly yours,

For Bharti Airtel Limited.

Authorized Signatory

Encl: 1) Route Diagram

Entity Name - BHARTI AIRTEL LIMITED

GST NO - 27AAHCA8010GIZX

Contact 240. 9923557866 (Ferrij Khan)

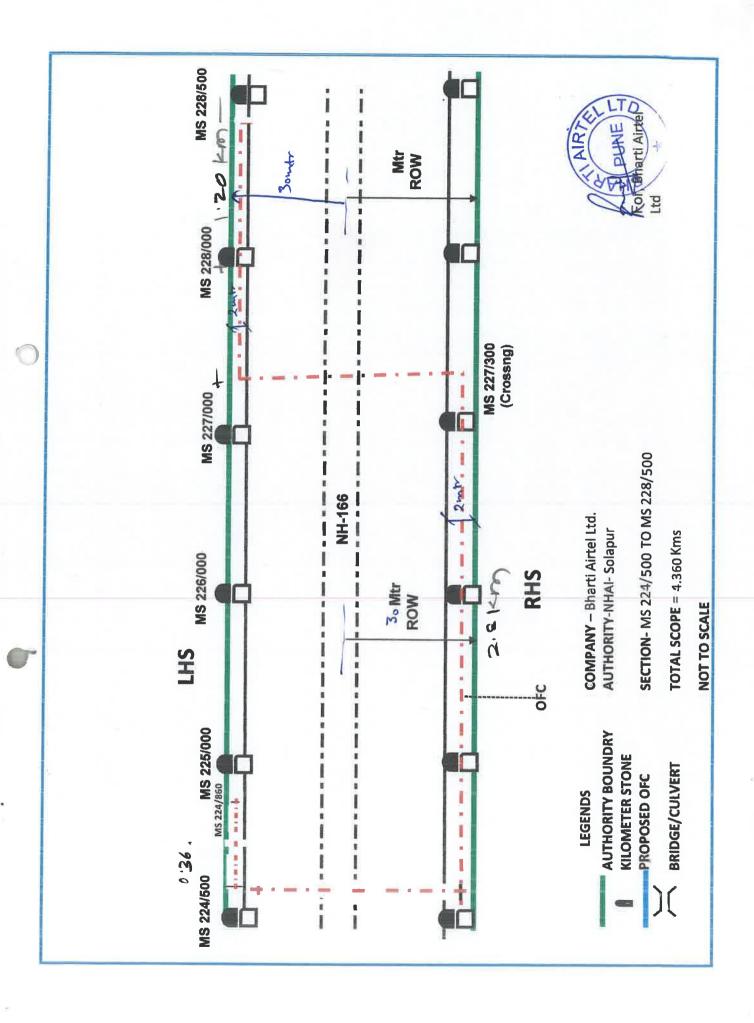
Regd. Office: Bhartl Crescent, 1, Nelson Mandela Road, Vasant Kunj, Phase II, New Delhi – 110 070. India Tel: +91-11-4666 6100, Fax: +91-11-4166 6137, E-mail:121@airtel.com, Corporate Identity Number: L74899DL1995PLC070609

0 to 228+500		Licence fees for 1st Year (Rs.)		3208	7 535	24948	7 535	0 10692	5 ₹ 39,917	₹ 39,917) 42312) 44851) 47542) 50394	s ₹ 225,015		₹1,320,000	e ₹1,320,000														
n.224+50(Area		162	27	1260	27	540	2016	3	ear) (in Rs	ear) (in Rs	ear) (in Rs	ear) (in Rs	or 5 Years	sing	00000	Juarante														
ss NH-166 from Kn k Guarantee	itee	Prevailin g Circle Rate (Rs.)		1320	1320	1320	1320	1320		17.04.202	ent (2nd Ye	ent (3rd Ye	6% Annual Increment (4th Year) (in Rs)	ent (5th Ye	ice Fees f	each cros	4480*250 + 2*100000	Total Bank Guarantee														
	k Guaran	Diamete r (m.)		0.450	0.450	0.450	0.450	0.450		ular dated	6% Annual Increment (2nd Year) (in Rs)	6% Annual Increment (3rd Year) (in Rs)	al Increme	6% Annual Increment (5th Year) (in Rs)	Total Licence Fees for 5 Years	lakh for	4480	Tot														
ing and acro	es and Ban	Length in m.	gs - 01	360.0	0.09	2800.0	0.09	1200.0	4480.0	Min Rs.10,000) as per Cl.5.2 of MoRT&H circular dated 17.04.2023	6% Annu	6% Annu	6% Annu	6% Ann	Ĭ	Performance Bank Guarantee Calculation + 1 lakh for each crossing																
Proposal of RoW permission for laying OFC cable along and across NH-166 from Km.224+500 to 228+500 Calculation of Licence Fees and Bank Guarantee	icence Fe	To Km.	Crossings - 01	Crossin	Crossin	Crossin	Crossir	Crossin	Crossin	Crossir	Crossin	Crossir	Crossin	Crossin	Crossin	Crossin	Crossir	224.860	224.500	227.300	227.300	228.500	Total	1.5.2 of Mo						ntee Calo	eu eu	
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of RoW permis		Name of Village	Name of Village	Rosesson / Chird	1 hon/Narsinho	aon aon				Licence Fees (Mi						Perfor																
Proposa		Sr. No.		1	1	1	1	1									4															

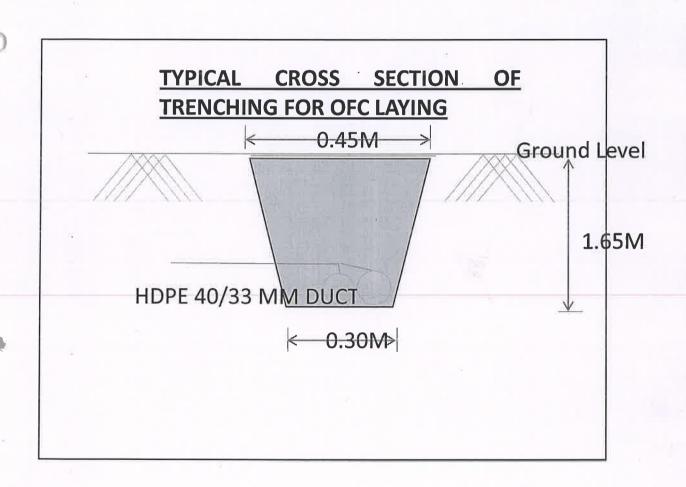
नोंदणी व मुद्रांक विभाग, महाराष्ट्र शासन

Language English Close Annual Statement of Rates 1595000 1160 1270 1892000 1728500 1170 123 1595000 बाजारमूल्य दर पत्रक 7.51-च्या पुढे 0-7.50 0-0-0 0-0-0 00-0-0 0-0-0 0-0-0 0-0.00 > Valuation Rules Use-Manual ऊर शेती ऊर थेती कुटबागा गावठाणातील मिल्कती औद्यौगिक बिनशेती जमिनी हायवेवरील जामेनी lielbeoch महाराष्ट्र औद्योगिक विकास क्षेत्र (MIDC)और्ह्मिगक कविमहांकाळ m सांगली बोरगाव Selected District Vibhag Number Select Taluka Select Village 20252026 🗸 Home Year

Language English Close नोंदणी व मुद्रांक विभाग, महाराष्ट्र शासन Annual Statement of Rates 2506000 2027500 1500 1650 1450 essment Range Rate Rs/-2027500 2027500 123 बाजारमूल्य दर पत्रक 0-0.00 7.51-च्या पुढे 0-7.50 00.0-0 0-0.00 0-0.00 0-0.00 0-0.00 Valuation Rules User Manual ऊस शेती ऊस येती पुरुलबागा गावठाणातील मिळकती औद्यौगिक बिनयोती जमिनी हायवेवरील जमिनी 中四國十二 महाराष्ट्र औद्योगिक विकास क्षेत्र (MIDC)औद्योगिक कवठेमहांकाळ नरसिंहगांव m सांगली Selected District Vibhag Number Select Taluka Select Village 20252026 💙 Home Year



ANNEXURE NO – 7



Sagar Madhukar Pawa,
(Sr. Minager)

PUNE Bharti Airtel Limiteu

Annexure No 8

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:

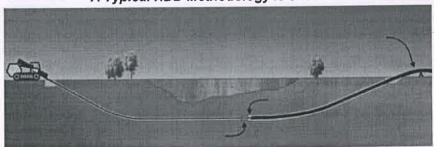
As a measure of abundant precaution against future settlement and other allied problems, only selected granular material will be used in filling reinstatement of trenches. The entire depth of cutting will be filled either with coarse sand or the excavated material, compacted in layers not exceeding 75 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:





Annexure-II

[Enclosure to Ministry Circular No. RW/NH-33044/17/2000-S&R dated 29.9.2000 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)

Name of State

: Maharashtra 1. Name of Agency (MSRDC) : NH Solapur

712	3.	NH Numb	er	: NH-	116					
S . N o .	Location (change in Km)	Left or right side of NH (toward s increasi ng chainag e/km directio n	Section and reach	Kind of servic e	Name of license and contact address	Date of signing of agreeme nt	Date of validity of agreement	Date of last inspectio n of site	Any deviatio n from MOST standard norms	Remar ks
1	224/3 228/5 50 50	RHS /LHS	Shirdhon Landgewa di		M/S Bharti Airtel Limited				No	

Sagar Madhukar Pawa.





महाराष्ट्र MAHARASHTRA

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DH 130798

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इस्ताचा प्रकार******ध्य दस्त नोंदणी करणार आ	ॉन्ट्रॅक्ट ऑर्डी	ोमेंट 	•••	
मिळकतीचे वर्णन नुद्रांक विकत बेणा-सबे	नांब व पत्ता भू	इती एउ।एट	ल लि.	
दसन्धा बक्षकारावे नांव "	व एवं १२ , पूर्व सम्मास	**********	•••	a _n
हस्ते व्यक्तीचे नांच व बर संग्रह	ता पि,शेज ः	खान विडें	गाव कोर्ग,	पुनैः



AGREEMENT REGARDING GRANTING OF RIGHT OF WAY PERMISSIONS FOR LAYING

An agreement to lay Opical Fiber along the NH-166 land in the state of Maharashtra.

SI. No.	From (GP Name/KM/MS/ Landmark)	To (GP Name/KM/MS/ Landmark)	Road Name & No.	From KM	То КМ	Total Scope KM.	OFC Laying, Side of Road (LHS/RHS)
1	Shirdhon	Landgewadi	NH-166	224/350	228/550	4.200	
	NO.				Total	4.200	

Sagar Machukar Pawar (Ar. Manager)

PUNE S

This Agreement made this	day of	Month of	year	between National
Highway Authority of	India acting in h	is executive capacity	through	(hereinafter
referred to as AUTHOR	JTY which expression	on shall unless exclud	ed by or repugi	nant to the context,
include his successors in	office and assigns)	on M/S Bharti Airte	I Limited. which	ch expression shall,
unless excluded by or re	pugnant to the conte	xt, include his heirs i	ts successors / t	heir successors and
assigns) of the sec	ond part.			

Whereas:

National Highway Authority of India (AUTHORITY) is responsible, inter-alia for development and maintenance of lands in the State of Maharashtra

Whereas the Licensee proposes to lay Telecom Cables/ducts in PAN INDIA Whereas the Licensee has

applied to the Authority for permission to lay Telecom Cables/ducts from NH-166

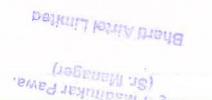
Sl. No.	From (GP Name/KM/MS/ Landmark)	To (GP Name/KM/MS/ Landmark)	Road Name & No.	From KM	То КМ	Total Scope KM.	OFC Laying, Side of Road (LHS/RHS)
1	Shirdhon	Landgewadi	NH-166	224/350	228/550	4.200	
					Total	4.200	

on NH-166 land in the state of Maharashtra.

The AUTHORITY has agreed to grant such permission on the terms and conditions hereinafter mentioned.

Now this agreement witnesses 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 Telecom Cables ducts as per the drawings attached here to subject to the following conditions, namely: -

- 1. The cable shall always be laid at the edge of the 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, the cables shall be laid beyond the toe line of the embankments and clear of the drain. In cases where cable ducts with sufficient space are already available along NH, the cable shall be laid in such ducts subject to technical requirements being fulfilled. The present policy of the MoRTH is to provide a 2.00 m wide utility corridor on either side of the extreme edge of ROW where required ROW of at least 45m is available, which includes provision for OFC ducts.
- 2. The top of casing /conduit pipe containing the cables 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 Annexure IV. Any structure





above ground shall be aesthetically provided for landscaped with required safety measures as directed by the concerned Authority.

- 3. The licensee shall ensure making good the excavated trench for laying cables by proper filling and compaction, so as to restore the land into the same condition as it was before digging the trench, clearing debris/loose earth produced due to execution of trenching at least 50 m away from the edge of the right of way.
- 4. A Performance Bank Guarantee @ Rs.100 (Rupees Hundred only) per route meter with a validity of one year initially (extendable if required till satisfactory completion of work) shall have to be furnished by the licensee to the Authority/ its designated agency as a security against improper restoration of ground in terms of filling/unsatisfactory compaction damages caused to other underground installations/utility services & interference interruption, disruption or failure caused thereof to any services etc. The above charge of Rs. 100/m is liable to be reviewed every 5 years. For clarification, it is hereby mentioned that all required restoration works subsequent to lying 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. 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. 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.

5. The Licensee shall make his own arrangement for crossing of drainage structure, rivers, etc. below the bed. In case this is not feasible, the cables/ducts may be carried outside the railings/parapets and supported on brackets fixed to the outside of the bridge superstructure. The fixing and supporting arrangement with all details shall required to be approved in advance from the concerned Authority which has granted such permission. Additional cost on account of fixing and supporting arrangement as assessed by the authority shall be payable by the licensee.

Sagar Madhukar Pawar (Gr. (Anager)



- 6. The Licensee shall shift the cables/ducts within 90 days (or as specified by the respective agency/AUTHORITY) from the date of issue of the notice by the concerned AUTHORITY to shift/ relocate the cables/ducts, in case it is so required for the purpose of improvement/widening of the road/route/highway or construction of flyover/bridge and restored road land to its original conditions at its own cost and risk.
- 7. The Licensee shall be responsible to ascertain from the respective agency in co-ordination with Authority, regarding the location of other cables, duct, underground installations/utilities/facilities etc. the licensee shall ensure the safety and security of already existing cables/underground installations/utilities/facilities etc. before commencement of the excavation/using the existing cable ducts.
- 8. The licensee shall be solely responsible / liable for full compensation/indemnification of concerned agency/aggrieved authority for any direct, indirect or consequential damage caused to them/claims or replacements sought for at the cost and risk of the licensee. The concerned agency in co-ordination with authority shall also have a right to make good such damages / recover the claims by forfeiture of Bank Guarantee.
- 9. If the licensee fails to comply with the condition (6) and (7) above to the satisfaction of the authority, the same shall be executed by the authority at the cost and risk of the licensee.
- 10. No licensee shall claim exclusive right on the ROW and any subsequent user will be permitted to use the ROW either or below or by the side of the utilities laid by the first user, subject to technical requirements being fulfilled. Whether the technical requirements are fulfilled or not, shall be decided by Highway Administration/Government in their sole discretion. In case of any disruption/damage caused to any existing user by the subsequent user, the Authority would not be accountable or liable in any manner whatsoever.
- 11. The licensee shall procure insurance from a reputed insurance company against damages to already existing cables/underground installations/utilities/facilities etc. during trenching.
- 12. Grant of licensee is subject to the licensee satisfying (a) minimum disruption of traffic and (b) no damages 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 a cable, the licensee has to execute the corresponding restoration work in a time bound manner. For clarification, it is hereby mentioned that all required restoration works subsequent to laying of the cables 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. In case of the licensee failing to discharge the obligation of making good of the excavated trench

Sagar Madhukar Pawar (St. Manager) Bharti Airtel Limnau

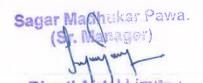


/other restoration work, the authority shall have a right to make good the damages caused by excavation, at the cost of the licensee and recover the amount by forfeiture of the Bank Guarantee.

- 13. 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.
- 14. Each day, the extent of digging the trenches should be strictly regulated so that cables are 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.
- 15. 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.
- 16. This permission shall be co-terminus with the validity of license awarded by the Department of Telecommunication (DOT). The permission granted under this Agreement will automatically cease in case of premature termination of the license granted to by the DOT. The Authority also has a right to terminate the permission or to extend the period of Agreement. In case the licensee wants shifting, repairs or alteration to telecom cables/ducts, he will have to furnish a separate Bank Guarantee.
- 17. That the licensee shall not without prior permission in writing of the concerned agency in coordination with Authority undertake any work of shifting, repairs or alterations to the said Telecom cables/ducts.

"The permitted Highway on which Licensee has been granted the right to lay cable/duct has also been granted as a right of way to the concessionaire ----- on Build, Operate and Transfer Basis therefore, the licensee shall honour the same."

- 18. In order to avoid repeated digging on the same routes, in cases where cable ducts with sufficient space are already available along NH, laying of cables shall be encouraged in such ducts subject to technical feasibility in terms of interference etc. In cases where such ducts are not available, the Licensee is free to lay voluntarily extra ducts/conduits with extra capacity so as to take care of future needs. The capacity/excess capacity can be commercialized by the Licensee with suitable mutual agreements with the Authority or his designated agency. However, the creation of excess capacity by the Licensee is not a precondition for-ROW permission granted herein.
- 19. 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.
- 20. During the subsistence of this Agreement, the Telecom Cables/Ducts 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 net become absolute and indefeasible by lapse of time.
- 21. The Licensee shall bear the Stamp Duty charged on this Agreement.
- 22. The Telecom Cables shall not be brought into use by the Licensee unless a completion certificate to the effect that the Telecom Cables/ducts 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. Three copies of 'as laid drawings of utilities (hard and soft copies) with geotagged photographs and geotagged video recordings of lying 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.
- 23. Notwithstanding anything contained herein this Agreement may be cancelled at any time by the 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.
- 24. The Licensee shall have to provide safety measures like barricading, danger lighting and other necessary caution boards while executing the work.
- 25. If any traffic diversion works are found necessary during the working period, such diversion shall be provided at the cost of Licensee.
- 26. After the termination/expiry of the agreement, the licensee shall remove the cable/ducts 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 cables/ducts. However', before taking up the work of removal of cables 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.
- 27. The enforceability of the ROW permission granted herein shall be restricted to the extent of provisions /scope of service contained/defined in the license agreement of the Licensee with DOT and for the purpose for which it is granted. Either by content or by intent, the purpose of





extending this ROW facility is not to enhance the scope of License of the Licensee with the DOT.

- 28. Any disputes in interpretation of the terms and conditions of this Agreement or their implementation shall be referred to the High Level Committee comprising the designated representatives of the Authority, Licensee and the concerned agencies and the decision of the committee shall be final and binding on all.
- 29. For PPP projects, in case of any financial loss incurred by the respective project concessionaires due to such laying / shifting of cables/ cable ducts by the Licensee, compensation for the same shall be required to be borne by the Licensee in mutual agreement with the respective project concessionaires. MORTH/ AUTHORITY/ Implementing authorities for the project shall not be liable to the concessionaire in any way 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 DELIVERED BY

M/S Bharti Airtel Limited

Authorized Signatory

Sagar Wadaykar Pawa

Phone Milted Limited

Project Director, PIU-Solapur

IN THE PRESENCE OF (WITNESSES):

1.

2.



UNDERTAKING

करेदी केरबापातन ६ महिन्यात वापरणे बंधनकारक आरे

Subject: - Laying OFC by conventional trenching & Ducting method along NH-166 From Shirdhon to Landgewadi from KM. 224/350 To KM. 228/550 Total Section Length for ROW applied 4200 Mtrs.

- 1. KM. 224/350 To KM. 228/550
- 2. Total Distance 4200 Km.

Sagur Madhukar Pawa. (Gr. (Ganager)

Bharti Airtel Limited



Terms & Conditions

- 1. We hereby undertake to carry out this work at our own cost.
- 2. We hereby undertake the responsibility that our cable line will be shifted by us at our own cost in case of improvements, widening of roads in our stretch
- 3. We hereby undertake the responsibility that during the excavation of cable trench any damage or loss of state highway property will be made good by us.



Sagar Madhukar Pawa (gr. Mchager) mhani Altel Limited

<u>UNDERTAKING</u>

Subject: - Permission for laying Optical Fiber Cable along NH-166 From Shirdhon to Landgewadi from KM. 224/350 To KM. 228/550 Total Section Length for ROW applied 4200 Kms, in the state of Maharashtra.

As per the check list clause 5 { (i) to (ix) } M/S Bharti Airtel Limited Undertaking for :-

- 1. Not to damage to other utility, if damaged then to pay the losses either to Executive Engineer, MSRDC National Highway Division, Aurangabad or to the concerned agency.
- 2. Renewal of performance Bank Guarantee in favour of Executive Engineer, MSRDC National Highway.

 Division, Aurangabad.
- 3. Confirming all standard condition of Ministry of Road transport and Highways (MORT&H) guidelines.
- 4. Shifting of Optical Fibre Cable line as and when required by **Project Director**, **PIU Solapur NHAI** at our own cost.
- 5. Shifting due to 6 lanning / widening of NH.
- 6. Indemnity against all damages and claims clause (xxiv)
- 7. Traffic movement during laying of Optical Fibre Cable line to be managed by user agency i.e. M/S

 Bharti Airtel Limited
- 8. If any claim is raised by the concessionaire, then the same has to be paid by user agency i.e. M/S Bharti Airtel Limited.

- 9. Prior approval of the Executive Engineer, MSRDC National Highway Division, Aurangabad. to be obtained before undertaking any work of installation, shifting or repairs, or alterations to the Optical Fibre Cable line located in NH 166 C right-of-ways.
- 10. Expenditure, if any, incurred by **Project Director**, **PIU Solapur NHAI**. Repairing any damage caused to the NHAI No. 166 by the laying, maintenance or shifting of the underground Optical Fibre Cable will be borne by user agency i.e **M/S Bharti Airtel Limited**.
- 11. If the **Project Director**, **PIU Solapur NHAI** considers it necessary in future to move the utility line for any work of improvement or repairs to the road, it will be carried out as desired by the **Project Director** at the cost of user agency i.e. **M/S Bharti Airtel Limited**. Within a reasonable time (not exceeding 60 days of the intimation given.)

M/S Bharti Airtel Limited.



Sagar Madhukar Pawar (Sr. Manager)

UNDERTAKING

We, M/S Bharti Airtel Limited. Hereby do undertake in Reference to our ROW Application for the route.

Subject:- Permission for laying Optical Fiber Cable along NH-166 From Shirdhon to Landgewadi from KM. 224/350 To KM. 228/550 Total Section Length for ROW applied 4200 Kms, in the state of Maharashtra..

CERTIFICATE

- i) Laying of Optical Fiber Cable underground line will not have any deleterious effects on any of the bridge components and roadways safety for traffic.
- ii) For 6 lanning "We do undertake that We will relocate service road/approach road/utilities at my own cost notwithstanding the permission granted within such time as will be stipulated by Executive Engineer, National Highway Division Akola for future six-lanning or any other development.

M/S Bharti Airtel Limited.



Sagar Mac(Nikar Pawa (S. Mixager) Junet Bharti Airtal Limiteu

ANNEXURE-4A

Subject:- Permission for laying Optical Fiber Cable along NH-166 From Shirdhon to Landgewadi from KM. 224/350 To KM. 228/550 Total Section Length for ROW applied 4200 Kms, in the state of Maharashtra.

ESTIMATE

Estimate for laying of Optical Fibre Cable along NH-166 From Shirdhon to Landgewadi from KM. 224/350 To KM. 228/550 Total Section Length for ROW applied 4200 Kms, in the state of Maharashtra.

Item	Quantity	Unit	Rate	Amount
Item No. 1				2
1. W.B.M. ROAD CUTTING		RMT	300.00	
2. B.T. ROAD CUTTING		RMT	750.00	
3. C.C. ROAD CUTTING		RMT	1000.00	
4. Earth Formation		RMT	35.00	
			`Total	



ANNEXURE-4B
Subject: - Permission for laying Optical Fiber Cable along along NH-166 From Shirdhon to Landgewadi from KM. 224/350 To KM. 228/550 Total Section Length for ROW applied 4200 Kms.in the state of Maharashtra.

ESTIMATE

Estimate for laying of Optical Fibre Cable along NH-166 From Shirdhon to Landgewadi from KM. 224/350 To KM. 228/550 Total Section Length for ROW applied 4200 Kms., in the state of Maharashtra.

Item	Quantity	Unit	Rate	Amount
Item No. 1				
Total length	4200 RMT	RMT	100.00	
2			`Total	

(Rs.	оп	ıly])



NOTED AND REGISTERED SERIAL NUMBER 723/2024



MAHARASHTRA

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I, George Mathen, Chief Executive Officer of Bharti Airtel Limited, Maharashtra & Goa Circles having its registered office at Airtel Centre, Plot No. 16, Udyog Vihar, Phase IV, Gurugram – 122015, Haryana, India and having its Circle Office at Block-1, Wing-1 & 2, 12th Floor, International Tech Park, Kharadi,

Page 1 of 3

Between

Pune, Maharashtra — 411014 (hereinafter referred to as "the Company") do hereby delegate, nominate, constitute and appoint Mr. Sagar Madhukar Pawar, Manager & Circle ROW Lead for Maharashtra Licence Service Area of the company which shall compromise of entire area falling within State of Maharashtra & State of Goa but shall exclude areas covered by Mumbai License Service Area, so long as he is associated with the Company as my true and lawful attorney (hereinafter, referred as "the Attorney") to do, execute and perform for the purpose of effectively discharging the responsibilities related to obtaining ROW permissions or to do all or any of the following acts, deeds, matters and things, pertaining to Maharashtra & Goa Circle, of the Company namely:

- To execute, sign and make applications, agreements, license, documents, representations for obtaining registration or permission that may be required in the ordinary course of business for the purpose of Right of Way (ROW) for laying Optical Fibre Cables, telegraph lines with State / Central government authorities, statutory authorities, Municipal Bodies / Authorities, National Highway Authorities, other quasi / semi government authorities.
- 2. To appear and represent the Company before Municipal Bodies and Local Authorities, Statutory Authorities, Government and Semi-Government authorities, to do all acts, deeds and things as may be necessary and incidental and to execute, sign and file necessary documents in reference to above.
- And, generally to do all such other lawful acts, deeds, and things usual, necessary or desirable in order to perform any of the aforesaid powers or duties.
- 4. This power of attorney shall supersede all Power of Attorney executed in favour of Attorney and all such previous attorneys shall stand revoked or cancelled.

PROVIDED THAT this Power of Attorney will cease to have effect from the date it is revoked or it will cease to be operative when the Attorney ceases to be associated with the company, whichever is earlier.

AND I do hereby agree and undertake to ratify and confirm all and whatsoever acts, deeds and things the Attorney shall lawfully do or cause to be done for the purpose aforesaid by virtue of this Power of Attorney.

And company does herby agree that all acts, deeds and things lawfully done by the Attorney shall be construed as acts, deeds and things done by the company itself on the aforementioned matters the



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Page 2 of 3

Page No.

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Company hereby undertakes to ratify and confirm all and whatever its Attorney shall lawfully do or cause to be done for and on behalf of the company by virtue of powers hereby given AR SATISH IN WITNESS WHEREOF, I George Mathen, Chief Executive Officer, have executed these present CHAPAK this 8th day of April 2024 at Pune. For and on behalf of Bharti Airtel Limited For and behalf of M/S. Bharti Airtel Limited George Mathen CEO, Maharashtra License Service Area Power of Attorney is Accepted POWER OF ATTORNEY - George Sir to Sagar Madhukar Powar Manager & Circle ROW Lead, Maharashtra License Service Area L 18 APR 2024 NOTARY GOVT. OF INDIA **NOTED AND REGISTERED** PUNE (MAHARASHTRA) Ragd . No. 19455 SERIAL NUMBER Dt. 10/2/2025 ti Air NOTARIAL NOTARIAL NOTARIAL NOTARIAL NOTARIAL AL DE Page 3 of 3 Page No.

Date: 26.02.2001

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

Registration Certificate No.: 33/2001

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.

- In no case the company shall work and operate or provide telegraph 2.0 service including end to end bandwidth as defined in Indian Telegraph Act, 1885 either to any service provider or any other customer.
- The company shall submit a copy of an Agreement entered into with the 3.0 other service providers including Infrastructure Provider Category II (IP-II) within 15 days of signing of such Agreement.
- The company shall provide the said infrastructure in a non-discriminatory 4.0 manner.
- In the event of any question, dispute or difference arising under this 5.0 Registration, or in connection thereof, except as to the matter, the decision of

Eldmand

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.
- The venue of Arbitration shall be New Delhi or as may be fixed by the 5.2 ARBITRAL TRIBUNAL anywhere in India.
- The arbitration proceedings shall be conducted in accordance with the 5.3 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.
- The Registered company can provide the infrastructure as stated above 6.0 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.
- The Registered company shall provide necessary facilities depending upon 7.0 the specific situation at the relevant time to the Government to counteract Blodvaral espionage, subversive act, sabotage or any other unlawful activity.

- 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.
- 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.
- The Registered company shall ensure protection of privacy of 7.3 communication and ensure that unauthorized interception of messages does not take place.
- 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.
- Government reserves the right to modify these conditions or incorporate 7.5 new conditions considered necessary in the interest of national security and public Bohnand interest

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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.

(B.B. ANAND)

(B.B. ANAND)
DIRECTOR(BS-I)
(बी॰ बी॰ आनन्व)
(B.B. ANAND)

निदेशव/Director ब्र संचार दिभाग, नई दिन्ली Deptt. of Falscom, New Daily

To

M/S BHARTI TELENET LIMITED

H-5/12, Qutab Ambience (Near Qutab Minar), Mehrauli Road, New Delhi-110030