



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सडक परिवहन और राजमार्ग मंत्रालय, भारत सरकार)

National Highways Authority of India

(Ministry of Road, Transport & Highway)

परियोजना कार्यान्वयन, इकाई. सोलापूर (महाराष्ट्र)

Project Implementation Unit. Solapur (Maharashtra)

कार्यालय/Office :

प्लॉट नं. ई-२, जय जलाराम नगर, शिवदारे कॉलेजच्या मागे,

जुळे सोलापूर, सोलापूर - ४१३००४ (महाराष्ट्र)

Plot No. E- 2, Jai Jalaram Nagar, Behind Shivdare College,

Jule Solapur, Solapur - 413 004. Tel/Fax - 0217 2303379

ई-मेल/Email : solapur@nhai.org; piusolapur@gmail.com

No. : NHAI/PIU/SLP/SB/OFC/15022/2020-21/ 43

Date 01.04.2021

INVITATION OF PUBLIC COMMENTS

Sub.: Four laning of Solapur-Bijapur section of NH-13 from Km. 0/000 to Km. 110/542 in the States of Maharashtra & Karnataka on DBFOT Basis - **Proposal for the laying of Optical Fibre Cable by adopting HDD method along NH-52(Old-NH-13) fom Bijapur Ashram Road Km 102.700 to Bijapur Mahalbagayat Km.104.600 on RHS and one road crossing at Km 104.600 for total length of 1.90Km. in the State of Karnataka- Reg.**

Sir,

1. Authorized Signatory, Airtel, Teleconic Networks Limited has submitted the proposal for the laying of optical fibre cable from Km. 102.700 to Km. 104.600 in the section of NH-52.
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 by this office within 30 days from the date of publication beyond which no comments shall be entertained.

The Project Director

National Highways Authority of India
Project Implementation Unit, Solapur
Plot No. E-2, Jalaram Nagar,
Solapur, Maharashtra,
Pin - 413004.

Thanking you,

भवदीय

परियोजना निदेशक
भा.रा.रा.प्रा. प.का.ई, सोलापूर

Copy to:-

- i. CGM (Tech) RO Mumbai - for information please.
- ii. Master file.



\\Ganesh\d\GANESH PC BACK UP\Solapur Bijapur\SB- Utility Shifting OFC Cables\15022...docx

BHARATMALA
ROAD TO PROSPERITY

Head Office : No. G 5 & 6, Sector 10, Dwarka, New Delhi-110 075

Tel. No.: 011-2507 4100 / 2507 4200 Fax No. : 011-2509 3507 / 2509 3514. Web Site : <http://www.nhai.org>

Original - 2

Telesonic Networks Ltd.

4th floor, C-Wing, Airtel

Centre Plot no.16 Udyog, Vihar IV,

Gurgaon-122015 (Haryana)

www.airtel.in

call : +91 124 4222222

Fax +91 124 4248063



airtel

05th February 2021

28/03/2021

Ref: TNL/ROW/OFC/NH-52/Nagathana Bijapur/001

The Project Director

National Highway Authority of India

Project Implementation Unit Solapur

Behind Shivdhare College, Jule,

Solapur, PIN- 413004.

Sir,

आवक क्र. / Inward	
प्र.क्र. / PIU	6130
जिल्ला / Solapur	
दिनांक / Date	28/03/2021

Subject: Granting of permission to lay OFC along NH-52 (Old NH-13).

This is in continuation of our earlier letters and your permission thereon from time to time in connection with our laying of Optical Fiber Cable along various Roads to provide communication services for the public in the State of Karnataka.

With a view to achieve the desired network expansion and thereby provide similar services for a few more cities/towns/villages, we are now required to lay OFC by adopting HDD method along NH-52 (Old NH-13) from Bijapur Ashram Road Km 102.700 to Bijapur Mahalayabhagayath Km 104.600 on RHS and One road crossing at Km 104.600 for a total length of 1.90 Kms. in the state of Karnataka.

The works shall be executed by us on Self Restoration basis at our cost. The cable shall be laid at the extreme edge of the road ROW limits. Necessary Manholes/Inspection Chambers shall be installed along the proposed OFC route as per detailed drawings enclosed. We assure you Sir that the restoration works shall be carried out to the entire satisfaction of NH officials upon completion of our OFC laying activities.


We now request you to kindly grant us necessary permission.

Our GST No-29AAHCA8010G171ZT

Thanking You,

Yours faithfully,

for TELESONIC NETWORKS LIMITED


Authorised Signatory
Telesonic Networks Limited
No. 55, Divyashree Towers
Banarghatta Road,
Bangalore - 560 029

Encl: as above

Regd. Office: Bharti Cresnet, 1, Nelson Mandela Road, Vasant Kunj Phase II, New Delhi - 110070. India

Tel: +91 11 46666100, Fax: +91 11 41666137, Email: corporate.secretarial@bharti.in, Corporate Identity Number :

U64200DL2009PLC325406

CHECKLIST

**Enclosure to Ministry of Road Transport and Highways Circular
No: RW/NH-33044/ 27/2005/S&R/ (R) (Pt.) Government of India dated 07-08-2013
& F.No.RW/NH-333044/29/2015/S&R(R) dated 22nd Nov 2016.**

Along NH-52 (Old NH-13) from Bijapur Ashram Road Km 102.700 to Bijapur Mahalayabhagayath Km 104.600 on RHS and One road crossing at Km 104.600 for a total length of 1.90 Kms.

Sl. No.	Item	Information/Status	Remarks
1	General Information		
1.1	Name and Address of the Applicant	Messrs. Telesonic Networks Limited, No.55, Divyashree Towers Bannerghatta Road,Bangalore-560029.	
1.2	National Highway (Road) Number	NH-52(Old NH-13)	
1.3	State	Karnataka	
1.4	Location	Bijapur	
1.5	(Chainage in km)	from Km 102.700 to Km 104.600 on RHS	
1.6	Length in Meters	1900 Mts	
1.7	Width of available ROW	60 Mts Row	
	(a) Left side from center line towards increasing chainage/km direction	Varies from 30 Mts to 31 Mts from the centre line of the Highway	
	b) Right side from center line towards increasing chainage/km direction	Varies from 30 Mts to 31 Mts from the centre line of the Highway	
1.8	Proposal to lay the Cable	HDD Method	
	(a) Left side from center line towards increasing chainage/km direction	Varies from 30 Mts to 31 Mts from the centre line of the Highway	
	(b) Right side from center line towards increasing chainage/km direction	Varies from 30 Mts to 31 Mts from the centre line of the Highway	
1.9	Proposal to acquire land		
	(a) Left side form center line	NO	
	(b) Right side from center line	NO	
1.10	Whether proposal is in the same side where land is not to be acquired If not then where to lay the cable	At the extreme edge of ROW Boundary	

1.11	Details of already laid services, if any, along the proposed route	Existing BSNL, JIO	
1.12	Number of lanes (2/4 / 6/8 lanes) existing	Four Lane with service road	
1.13	Proposed number of lanes (2 lane with paved shoulders/4/6/8 lanes)	No change is proposed	
1.14	Service Road existing or not	No	
	If yes, then which side		
	(a) Left side from center line	NA	
	(b) Right side from center line	NA	
1.15	Proposed Service Road	NA	
	(a) Left side from center Line	NA	
	(b) Right side from center line	NA	
1.16	Whether proposal to lay cable is after the Service Road or between the Service Road and Main Carriageway	Within RoW of NH	
1.17	Permission for laying OFC shall be considered for approval/rejection	Permission for laying shall be considered for approval	
(i)	Where the ROW is more than 45 m, then the duct shall be laid at the edge of the right of way within the utility corridor of 2m width, duly keeping in view the future widening	YES	
(ii)	Where land is yet to be acquired for 4-laning and the position of new Carriage Way has been decided, then the cable shall be laid at the edge of right of way within the utility corridor of 2m width on that side of existing Carriage Way where extra land is not proposed to be acquired for 4-laning	NA	
(iii)	Where the widening plan for 4-laning is not yet decided and available RoW is around 30m 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 plans	NA	
(iv)	Where ROW is restricted and adequate only to accommodate the Carriage Way, central verge, shoulders and drains (eg., Highways in cutting through hilly/rolling terrain), the cable shall be laid clear of the drain.	NA	

Amey

Annexure-II


[Enclosure to Ministry Circular No. RW/NH-33044/17/2000-S&R dated 29.9.2000, dt. 23.07.2003 and
F.No.RW/NH-33044/29/201/S&R (R) dated 22nd Nov 2016]

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 the State : Karnataka
2. Name of the Agency (NH) : NHAI, Solapur.
3. NH Number : NH- 52(Old NH-13)

S. No.	Location (chainage in Km)	Left or Right side of NH (towards increasing chainage/km direction)	Section and reach	Kind of service	Name of the Licensee and contact address	Date of signing of agreement	Date of validity of agreement	Date of last inspection of site	Any deviation from MOST standard norms	Remarks
1	Along NH-52 (Old NH-13) from Bijapur Ashram Road Km 102.700 to Bijapur Mahalayabhagaya th Km 104.600 on RHS and One road crossing at Km 104.600 for a total length of 1.90 Kms.	RHS		Telecom	M/s. TELESONIC NETWORKS LIMITED, No-55, Divyashree Towers Bannerughatta Road, Bangalore-560029				No	


 Authorised Signatory
 Telesonic Networks Limited
 No. 55, Divyashree Towers
 Bannerghatta Road,
 Bangalore - 560 029



Government of Karnataka

e-Stamp


Certificate No.	: IN-KA36938885813119T
Certificate Issued Date	: 02-Feb-2021 06:28 PM
Account Reference	: NONACC (FI)/ kacrsfl08/ MALLESHWARAM6/ KA-BA
Unique Doc. Reference	: SUBIN-KAKACRSFL0855278897233645T
Purchased by	: TELESONIC NETWORKS LIMITED
Description of Document	: Article 12 Bond
Description	: AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: TELESONIC NETWORKS LIMITED
Second Party	: NHAI
Stamp Duty Paid By	: TELESONIC NETWORKS LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line

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

Agreement to lay Telecom cables / OFC cable / ducts along NH-52 (Old NH-13) from Bijapur Ashram Road Km 102.700 to Bijapur Mahalayabhagayath Km 104.600 on RHS and One road crossing at Km 104.600 for a total length of 1.90 Kms. in the State of Karnataka.


 Authorised Signatory
 Telesonic Networks Limited
 No. 55, Divyashree Towers
 Bannerghatta Road,
 Bangalore - 560 029

Statutory Alert:

1

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding Corporation of India Limited. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

[illegible]

This agreement made this _____ day of _____ (month) of _____ (year) between **The Project Director, PIU, NHAI, Solapur**, acting in his executive capacity through _____, (hereinafter referred to as the "Authority" which expression shall unless excluded by or repugnant to the context, includes his successors in office and assigns) on the ONE PART and Messrs. Telesonic Networks Limited, No. 55, Divyashree Towers, Bannerghatta Road, Bangalore-560029 (hereinafter called the "Licensee") which expression shall unless excluded by repugnant to the context, include his successors/administrators/assignees on the second part.

Whereas the Authority is responsible inter-alia, for development and maintenance of lands on NH-52 (Old NH-13)

Whereas the Licensee proposes to lay Telecom Cables/ OFC Cable / ducts etc. referred to as utility services in subsequent paras.

Whereas the Licensee has applied to the Authority for permission to lay utility services ducts along NH-52 (Old NH-13) from Bijapur Ashram Road Km 102.700 to Bijapur Mahalayabthagayath Km 104.600 on RHS and One road crossing at Km 104.600 for a total length of 1.90 Kms.

And whereas the Authority has agreed to grant such permission for way leave on the NH RoW as per terms and conditions hereinafter mentioned.

Now this Agreement 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 utility services as per the approved drawings attached hereto subject to the following conditions, namely.

1. RoW permissions are only enabling in nature. The purpose of extending the way leave facility on the National Highway RoW is not for enhancing the scope of activity of a utility service provider, either by content or by intent. Further, enforceability of the permission so granted shall be restricted only to the extent of provisions/Scope of activities defined in the license agreement & for the purpose for which it is granted.
2. No Licensee shall claim exclusive right on the RoW and any subsequent user will be permitted to use the RoW, either above or below, or by the side of the utilities laid by the first user, subject to technical requirements being fulfilled. Decision of the Authority in relation to fulfilment of technical requirement 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 license shall be responsible for undertaking all activities including, but not limited to site identification, Survey, design, engineering, arranging finance, project management, obtaining regulatory approvals & necessary clearances, supply of equipment, material, construction, erection, testing and commissioning, maintenance and operation and all other activities essential or required for efficient functioning of their own utility/ industrial infrastructure facilities.
4. The licensee shall pay license fees @ Rs...../Sq m/month to the Authority. The license fee shall become payable from the date of handing over of RoW land to the Licensee, for laying of utilities/ cables /conduits/pipelines for infrastructure/

Service provider. As regards Tariff and Terms and conditions for providing common utility ducts along national Highways, there shall be a separate agreement regime.

5. Fee shall have to be paid in advance for the period for which permission is granted for entering into a licence agreement. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of the 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 NH, The utility services shall be laid in such ducts subject to technical requirements being fulfilled.
7. The utility services shall be laid at the edge of the RoW. In case of restricted width of RoW, which may adequate only to accommodate the carriage way, central verge, shoulders, slopes of embankment, drains, other road side furniture etc. the utility service shall be laid beyond the toe line of the embankments and clear of the drain.
8. The licensee shall make his own arrangement for crossing of cross drainage structure, rivers, etc. below the bed. In case, this is not feasible, the utility services may be carried outside the railings/parapets and the bridge superstructure. The fixing and supporting arrangements with all details shall be required to be approved in advance from the concerned Highway Administration. Additional cost on account of fixing and supporting arrangement as assessed by the Authority shall be payable by the licensee.
9. In exceptional cases, where RoW is restricted the utility services can be allowed beneath the carriageway of service road, if available, subject to the condition that the utility services be laid in concrete ducts, which will be designed to carry traffic on top. The width of the duct shall not be less than one lane. In such cases, it also need to ensure that maintenance of the utility services shall not interfere with the safe and smooth flow of traffic. The cost of the 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 to drain in cuts and toe of slope to toe of slope in the fills and fills and shall be designed in accordance with the provision of IRC and executed following the Specifications of the Ministry.
12. Existing drainage structures shall not be allowed to carry the lines across.

13. The Top of the Casing /conduit pipe containing the utility services to cross the road shall be at least 1.2m below the top of the sub grade or the existing ground level whichever is lower, subject to being at least 0.3m below the drain inverts. A typical sketch showing the clearance is given in Attachment-I.
14. The utility service shall cross the National Highway preferable on a line normal to it or as nearly so as practicable.
15. The casing /Conduit pipe for crossing the road may be installed under the road embankment either by boring or digging a trench. Installation by boring method shall be preferred.
16. In case of trenching, the sides of the trench should be done as nearly vertical as possible. The trench width should be at least 30 cm but not more than 60 cms wider than the outer diameter of the pipe. Filling of the trench shall conform to the specifications contained here-in-below or as supplied by the Highway Authority.
 - a. Bedding shall be to a depth not less than 30 cm. It shall consist of granular material, free of lumps, clods and cobbles, and graded to yield a firm surface without sudden change in the bearing value. Unsuitable soil and rock edges should be excavated and replaced by selected material.
 - b. The backfill shall be completed in two stages (i) Side fill to the level of the top of the pipe (ii) Overfill to the bottom of the road crust.
 - c. The side fill shall consist of granular material laid in 15 cm. Layers each consolidated by mechanical tamping and controlled addition of moisture to 95% of the proctor's Density. Overfill shall be compacted to the same density as the material that had been removed. Consolidation by saturation or ponding will not be permitted.
 - d. The road crust shall be built to the same strength as the existing crust on either side of the trench or to thickness and specifications stipulated by the Highway Authority.
17. The licensee shall ensure making good the excavated trench for laying utility services by proper filling and compaction. So as to restore the land in to the same condition as it was before digging the trench, clearing debris /loose earth produced due to execution of trenching at least 50m away from the edge of the right of way;
18. All required restoration work subsequent to laying of the cable shall be required to be undertaken by the Licensee at its cost either by itself or through its authorized representative in consultation with the Authority as per pre-determined time schedule and quality standards.
19. Prior to commencement of any work on the ground, a performance Bank Guarantee @ Rs..... Per route meter / RsPer 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 of the obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good 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 from a reputed insurance company against damages to already existing underground installations /Utilities /facilities etc.
23. The Licensee shall be solely responsible / liable for full compensation/Indemnification of concerned Agency / Aggrieved Authority for any direct, indirect or consequential damage caused to them / claims or replacements sought for, at the cost and risk of the Licensee. The concerned agency in coordination with Authority shall also have a right to 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 in this process, the Licensee will be required to restore the road to the original condition at its cost. If due to unavoidable reason the road need 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 forfeiture of Bank Guarantee.

26. The Licensee shall inform /give a notice to the concerned agency designated by the Authority at least 15 day in advance with route details prior to digging trenches, for fresh or maintenance /repair works. A separate performance bank guarantee for maintenance / repair works shall have to be furnished by 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 the 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 exists. 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 permissions of the concerned agency in coordination with the Authority.
32. The permission granted shall not in any way be deemed to convey to the Licensee any ownership right or any interest in route/road /highway land / property, other than what is herein expressly granted. No use of NH RoW will be permitted for any purpose other than that specified in the Agreement.
33. During the subsistence of this Agreement, utility services located in highway land /property shall be deemed to have been constructed and continued only by the consent and permission of the Authority so that the right of the Licensee to the use thereof shall not become absolute and indefeasible by lapse of time.
34. The Licensee shall bear the Stamp Duty charged on this Agreement.
35. Three copies of 'as laid drawing' of utilities (hard and soft copies) with geo-tagged photographs and geo-tagged video recordings of laying of cables in the trench (with



respect to the NH) and after complete restoration shall be submitted to the Authority for verification and record within a month of completion works.

36. The licensee shall allow free access to the site at all the times to the authorised representatives of Authority to inspect the Project Facilities and to investigate any matter within their Authority, and upon reasonable notice, shall provide reasonable assistance necessary to carry out their respective duties and functions.
37. The utility service shall not be made operational by the Licensee unless a completion certificate to the effect that the utility services has been laid in accordance with the approved 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 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.
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 manufactures,
 - b. The requirements of Law,
 - c. The physical conditions at the site, and
 - d. The safety of operating personal and human being.
39. The Licensee shall have to provide safety measures like barricading, danger lighting and other necessary caution boards while executing the work.
40. While laying utility services, at least one lane of road shall be kept open to traffic at all times. In case of single lane road, a diversion shall be constructed. If any traffic diversion works are found necessary during the working period such diversion shall be provided at the cost of Licensee.
41. After the termination / expiry of the agreement, the Licensee shall remove the utility service within 90 days and the site shall be brought back to the original condition failing which the Licensee will lose the right to remove the utility services. However before taking up the work of removal of utility services the Licensee shall furnish a Bank Guarantee to the Authority for a period of one year for an amount assessed by the Authority as a security for making good the excavated trench by proper filling and compaction, clearing debris, loose earth produced due to excavation of trenching at least 50m away from the edge of the RoW.
42. Any disputes in interpretation of the terms and conditions of this Agreement or their implementation shall be referred to the redress mechanism prevailing in the Ministry and the decision of the redress mechanism shall be final and binding on all.

43. For PPP Projects, in case of any financial loss incurred by the respective project concessionaires due to such laying/ shifting of utility services by the Licensee, compensation for the same shall be required to be borne by the Licensee in mutual agreement with the respective project concessionaires. MoRT&H/ NHAI/ Implementing authorities for the project shall not be liable to the concessionaire in any way in this regard.

This agreement has been made in duplicate, each on a stamp paper, each party to this Agreement has retained one stamped copy each.

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

SIGNED SEALED AND DELIVERED FOR AND ON BEHALF OF AUTHORITY.

BY SHRI.....

(Signature, Name & address with stamp)


Authorised Signatory,
Telesonic Networks Limited
No. 55, Ring Road, Tower
Bannerghatta Road,
Bangalore - 560 029
SIGNED ON BEHALF OF M/S Telesonic Networks Limited, (Licensee)

BY SHRI

(Signature, Name & address with stamp)

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

IN THE PRESENCE OF (WITNESS):

1.

2.



सत्यमेव जयते

INDIA NON JUDICIAL

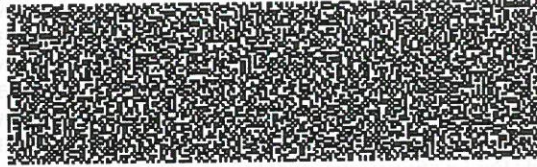
Government of Karnataka

Rs. 100

e-Stamp

Certificate No. : IN-KA36940077444365T
Certificate Issued Date : 02-Feb-2021 06:31 PM
Account Reference : NONACC (FI)/ kacrsf108/ MALLESHWARAM6/ KA-BA
Unique Doc. Reference : SUBIN-KAKACRSFL0855277956095944T
Purchased by : TELESONIC NETWORKS LIMITED
Description of Document : Article 12 Bond
Description : AGREEMENT
Consideration Price (Rs.) : 0
 (Zero)
First Party : TELESONIC NETWORKS LIMITED
Second Party : NHAI
Stamp Duty Paid By : TELESONIC NETWORKS LIMITED
Stamp Duty Amount(Rs.) : 100
 (One Hundred only)

सत्यमेव जयते



Please write or type below this line

Indemnity Bond

This Bond is made at Bangalore on this day _____ by Messrs. Telesonic Networks Limited, No. 55, Divyashree Towers Bannerghatta Road, Bangalore-560029.

[Signature]

Authorised Signatory
 Telesonic Networks Limited
 No. 55, Divyashree Towers
 Bannerghatta Road,
 Bangalore - 560 029

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

We hereby indemnify The **Project Director,PIU,NHIA,Solapur**, for all damages and claims made by him, if any due to the Optical Fiber Cable method along NH-52 (Old NH-13) from Bijapur Ashram Road Km 102.700 to Bijapur Mahalayabhagayath Km 104.600 on RHS and One road crossing at Km 104.600 for a total length of 1.90 Kms.in the State of Karnataka or any other cause attributable to the laying, operation & maintenance of cables/ducts. NH shall not be liable for any consequential loss or damage in the event of any disruption or breakage in the ducts or the Optical Fiber Cables or other cables laid in the ducts. Further, the same will be rectified as per the specification and directions of NH at our own cost and risk.

for **Messrs. Telesonic Networks Limited**


Authorized Signatory
Telesonic Networks Limited
No. 55, Divyashree Towers
Bannerghatta Road,
Bangalore - 560 029
ID
Place: Bangalore

Date: 05.02.2021



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

Rs. 20

e-Stamp

Certificate No. : IN-KA36940285106205T
Certificate Issued Date : 02-Feb-2021 06:33 PM
Account Reference : NONACC (FI)/ kacrsf108/ MALLESHWARAM6/ KA-BA
Unique Doc. Reference : SUBIN-KAKACRSFL0855283629152102T
Purchased by : TELESONIC NETWORKS LIMITED
Description of Document : Article 12 Bond
Description : AGREEMENT
Consideration Price (Rs.) : 0
 (Zero)
First Party : TELESONIC NETWORKS LIMITED
Second Party : NHAI
Stamp Duty Paid By : TELESONIC NETWORKS LIMITED
Stamp Duty Amount(Rs.) : 20
 (Twenty only)



Please write or type below this line

UNDERTAKING

Subject: Issuance of permission for laying Optical Fiber Cables along NH-52 (Old NH-13) from Bijapur Ashram Road Km 102.700 to Bijapur Mahalayabhagayath Km 104.600 on RHS and One road crossing at Km 104.600 for a total length of 1.90 Kms.in the State of Karnataka.

[Signature]

Authorised Signatory
 Telesonic Networks Limited
 No. 55, Divyashree Towers
 Bannerghatta Road,
 Bangalore - 560 029

Statutory Alert:

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2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

KARNATAKA GOVERNMENT OF KARNATAKA


We, Messrs. Telesonic Networks Limited, No.55, Divyashree Towers Bannerghatta Road, Bangalore-560029, do hereby agree to abide by the terms and standard conditions issued vide Ministry Circular No.NH- III/P/66/76 dated 19.11.1976, Ministry Circular No.RW/NH/-III/P/66/76 dated 11.05.1982, Ministry Circular No.RW/NH-1103/1/86/DOI dated 19.01.1995, Ministry Circular No.RW/NH-34066/2/95/S&R dated 25.10.1999 and Ministry Circular No.RW/NH-34066/7/2003 S&R (B) dated 17.9.2003 & F.No.NH-39011/16/2012-P&P dated 7th July 2014 & F.No. RW/NH-333044/29/2015/S&R(R) dated 22nd Nov 2016.

We do undertake to adhere to the following conditions:-

1. We agree to lay the OF Cables at the outer edge of the ROW in the utility corridor.
2. We will be taking the layout marked in concurrence of Engineer before starting the work.
3. We will do manual trenching /HDD work.
4. We will take working pits/HDD approval from Engineer before starting excavation.
5. We will take precaution not to do any damages to bituminous layer during work or after completion of work.
6. We shall ensure that excavated manholes are brought back to original condition on completion of work.
7. We will remove all debris at site.
8. We will accept the permission terms and period.
9. We will submit the Bank Guarantee as required by NH.

We do undertake to abide by all the above conditions.

for **Messrs. Telesonic Networks Limited**


Authorized Signatory
Telesonic Networks Limited
No. 55, Divyashree Towers
Bannerghatta Road,
Bangalore - 560 029

Date: 05.02.2021



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

Rs. 20

e-Stamp

Certificate No. : IN-KA36942871413924T
Certificate Issued Date : 02-Feb-2021 06:42 PM
Account Reference : NONACC (FI)/ kacrsfl08/ MALLESHWARAM6/ KA-BA
Unique Doc. Reference : SUBIN-KAKACRSFL0855287320585026T
Purchased by : TELESonic NETWORKS LIMITED
Description of Document : Article 12 Bond
Description : AGREEMENT
Consideration Price (Rs.) : 0
 (Zero)
First Party : TELESonic NETWORKS LIMITED
Second Party : NHAI
Stamp Duty Paid By : TELESonic NETWORKS LIMITED
Stamp Duty Amount(Rs.) : 20
 (Twenty only)



Please write or type below this line

UNDERTAKING

Subject: Issuance of permission for laying Optical Fiber Cables along NH-52 (Old NH-13) from Bijapur Ashram Road Km 102.700 to Bijapur Mahalayabhagayath Km 104.600 on RHS and One road crossing at Km 104.600 for a total length of 1.90 Kms.in the State of Karnataka.

[Signature]

Authorised Signatory
 Telesonic Networks Limited
 No. 55, Divyashree Towers
 Bannerghatta Road,
 Bangalore - 560 029

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

We, Messrs. Telesonic Networks Limited, No.55, Divyashree Towers Bannerghatta Road, Bangalore-560029 do hereby agree to abide by the terms and standard conditions issued vide Ministry Circular No.NH- III/P/66/76 dated 19.11.1976 Ministry Circular No.RW/NH/-III/P/66/76 dated 11.05.1982, Ministry Circular No.RW/NH-1103/1/86/DOI dated 19.01.1995, Ministry Circular No.RW/NH-34066/2/95/S&R dated 25.10.1999 and Ministry Circular No.RW/NH-34066/7/2003 S&R (B) dated 17.9.2003 and F.No.NH-39011/16/2012-P&P dated 7th July 2014 & F.No. RW/NH-333044/29/2015/S&R(R) dated 22nd Nov 2016.

We do undertake that we will shift the laid underground Optical Fiber Cable due to widening of the Highways as required by NH at our cost.

We do undertake that necessary alteration including complete removal/shifting of the OF cable shall be carried out at our own cost if so required by the Ministry for the development of National Highways or in the interest of safety in this Section.

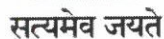
We do undertake that the traffic movement will be managed by us during the laying of the Optical Fiber Cable.

for **Messrs. Telesonic Networks Limited**


Authorized Signatory
Telesonic Networks Limited
No. 55, Divyashree Towers
Bannerghatta Road,
Bangalore - 560 029

Place: Bangalore

Date: 05.02.2021



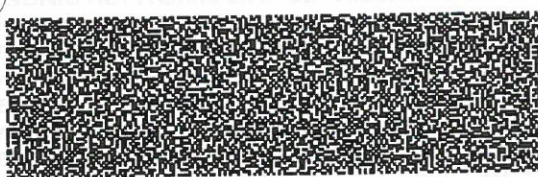
INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No.	: IN-KA36942500197732T
Certificate Issued Date	: 02-Feb-2021 06:41 PM
Account Reference	: NONACC (FI)/ kacrsfl08/ MALLESHWARAM6/ KA-BA
Unique Doc. Reference	: SUBIN-KAKACRSFL0855286907910435T
Purchased by	: TELESONIC NETWORKS LIMITED
Description of Document	: Article 12 Bond
Description	: AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: TELESONIC NETWORKS LIMITED
Second Party	: NHAI
Stamp Duty Paid By	: TELESONIC NETWORKS LIMITED
Stamp Duty Amount(Rs.)	: 20 (Twenty only)

(Twenty only)



Please write or type below this line

UNDERTAKING

Subject: Issuance of permission for laying Optical Fiber Cables along NH-52 (Old NH-13) from Bijapur Ashram Road Km 102.700 to Bijapur Mahalayabhagayath Km 104.600 on RHS and One road crossing at Km 104.600 for a total length of 1.90 Kms.in the State of Karnataka.

Amey

Authorised Signatory
Telesonic Networks Limited
No. 55, Divyashree Towers
Bannerghatta Road,
Statutory Alert: 560 029


- Statutory Alert:** The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding Corporation of India Limited. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

We, Messrs. Telesonic Networks Limited, No. 55, Divyashree Towers Bannerghatta Road, Bangalore-560029 do hereby agree that we shall pay any claims raised by the Concessionaire with respect to the damages due to our work.

We do undertake that prior approval of the NH shall be obtained before undertaking any work of installation, shifting or repairs, alteration to the underground Optical Fiber Cable located in the National Highways Right of Way.

We do undertake that expenditure, if any, incurred by NH for repairing any damages caused to the National Highway laying, maintenance or shifting of the underground Optical Fiber Cable will be borne by us.

for **Messrs. Telesonic Networks Limited**

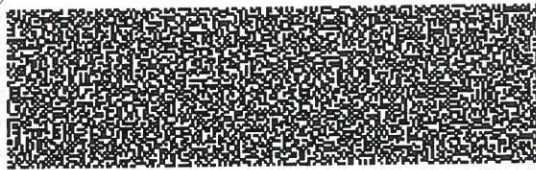
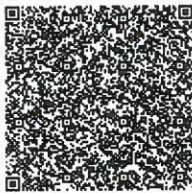
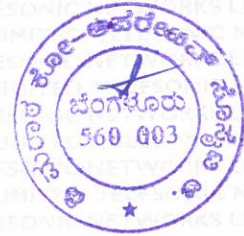

Authorized Signatory
Telesonic Networks Limited
No. 55, Divyashree Towers
Bannerghatta Road,
Bangalore 560 029

Date: 05.02.2021



Government of Karnataka

Certificate No.	: IN-KA36942243226822T
Certificate Issued Date	: 02-Feb-2021 06:40 PM
Account Reference	: NONACC (FI)/ kacrsfl08/ MALLESHWARAM6/ KA-BA
Unique Doc. Reference	: SUBIN-KAKACRSFL0855286337273592T
Purchased by	: TELESONIC NETWORKS LIMITED
Description of Document	: Article 12 Bond
Description	: AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: TELESONIC NETWORKS LIMITED
Second Party	: NHAI
Stamp Duty Paid By	: TELESONIC NETWORKS LIMITED
Stamp Duty Amount(Rs.)	: 20 (Twenty only)



Please write or type below this line

Subject: Issuance of permission for laying Optical Fiber Cables along NH-52 (Old NH-13) from Bijapur Ashram Road Km 102.700 to Bijapur Mahalayabhagayath Km 104.600 on RHS and One road crossing at Km 104.600 for a total length of 1.90 Kms.in the State of Karnataka.

Arayan

Authorised Signatory
Telesonic Networks Limited
No. 55, Divyashree Towers
Bannerghatta Road,
Ballerup, Bangalore 560 083

Statutory Alert:

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2. The onus of checking the legitimacy is on the users of the certificate.

3. In case of any discrepancy please inform the Competent Authority.

We, Messrs. Telesonic Networks Limited, No. 55, Divyashree Towers Bannerghatta Road, Bangalore-560029 do hereby agree that in future if NH considers it necessary to move the utility line for any work of improvement or repairs to the road, it will be carried out as desired by the NH at our cost, within a reasonable time (not exceeding 60 days) of the intimation given by NH.

We do hereby undertake that laying of underground Optical Fiber Cable will not have any deleterious effect on any of the bridge components and roadways safety for traffic and we do undertake that we will relocate the same to service road/approach road/utilities at our cost notwithstanding the permission granted within such time as will be stipulated by NH for future six-laning or any other development."

for **Messrs. Telesonic Networks Limited**


Authorized Signatory

Authorised Signatory
Telesonic Networks Limited
No. 55, Divyashree Towers
Bannerghatta Road,
Bangalore - 560 029

Date: 05.02.2021



Government of Karnataka

e-Stamp


Certificate No.	: IN-KA36941096521462T
Certificate Issued Date	: 02-Feb-2021 06:36 PM
Account Reference	: NONACC (FI)/ kacrsf08/ MALLESHWARAM6/ KA-BA
Unique Doc. Reference	: SUBIN-KAKACRSFL0855282798625618T
Purchased by	: TELESONIC NETWORKS LIMITED
Description of Document	: Article 12 Bond
Description	: AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: TELESONIC NETWORKS LIMITED
Second Party	: NHAI
Stamp Duty Paid By	: TELESONIC NETWORKS LIMITED
Stamp Duty Amount(Rs.)	: 20 (Twenty only)



Please write or type below this line

UNDERTAKING

Subject: Issuance of permission for laying Optical Fiber Cables along NH-52 (Old NH-13) from Bijapur Ashram Road Km 102.700 to Bijapur Mahalayabhagayath Km 104.600 on RHS and One road crossing at Km 104.600 for a total length of 1.90 Kms.in the State of Karnataka.


 Authorised Signatory
 Telesonic Networks Limited
 No. 55, Divyashree Towers
 Bannerghatta Road,
 Bangalore - 560 029

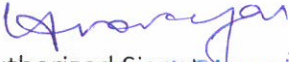
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2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

We, Messrs. Telesonic Networks Limited, No.55, Divyashree Towers Bannerghatta Road, Bangalore-560029, are enclosing Performance Bank Guarantee bearing No. _____ dated _____ 2021 i.e. for a length of **1900 Mtrs** (One Thousand Nine Hundred Mtrs) @ Rs. 100/- per meter length (**Rs.1,90,000/-**) and One road crossing @ Rs.1,00,000/- (i.e. **Rs.1,00,000/-**) (**Total BG Amount of Rs. 2,90,000/-**) (**Rupees Two Lakh Ninety Thousand Only**) as per Ministry Circular No.NH-III/P/66/76 dated 19.11.1976, Ministry Circular No.RW/NH/-III/P/66/76 dated 11.05.1982, Ministry Circular No.RW/NH-1103 /1/86/DOI dated 19.01.1995, Ministry Circular No.RW/NH-34066/2/95/S&R dated 25.10.1999 and Ministry Circular No.RW/NH-34066/7/2003 S&R (B) dated 17.9.2003 & F.No.NH-39011/16/2012-P&P dated 7th July 2014 and F.No. RW/NH-333044/29/ 2015/ S&R(R) dated 22nd Nov 2016.

With validity period from _____ upto _____ Bank name _____, Branch _____. We do hereby undertake to remit the Bank Guarantee based on the demand that will be provided by NH at the earliest.

We do hereby undertake that we will pay the necessary agreement fee of Re.1/- (Rupee One only), whenever the fee is demanded by Highway Authorities.

for **Messrs. Telesonic Networks Limited**


Authorized Signatory
Telesonic Networks Limited
No. 55, Divyashree Towers
Bannerghatta Road,
Place: Bangalore - 560 029

Date: 05.02.2021



Government of Karnataka

Certificate No.	: IN-KA36940765945747T
Certificate Issued Date	: 02-Feb-2021 06:35 PM
Account Reference	: NONACC (FI)/ kacrsfl08/ MALLESHWARAM6/ KA-BA
Unique Doc. Reference	: SUBIN-KAKACRSFL0855283007440102T
Purchased by	: TELESonic NETWORKS LIMITED
Description of Document	: Article 12 Bond
Description	: AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: TELESonic NETWORKS LIMITED
Second Party	: NHAI
Stamp Duty Paid By	: TELESonic NETWORKS LIMITED
Stamp Duty Amount(Rs.)	: 20 (Twenty only)



Please write or type below this line

UNDERTAKING

[Against all damages and claims Clause (xxiv)]

Subject: Issuance of permission for laying Optical Fiber Cables along NH-52 (Old NH-13) from Bijapur Ashram Road Km 102.700 to Bijapur Mahalayabhogayath Km 104.600 on RHS and One road crossing at Km 104.600 for a total length of 1.90 Kms.in the State of Karnataka..

Authorised Signatory
Telesonic Networks Limited
No. 55, Divyashree Towers


Statutory Alert:

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3. The onus of checking the legitimacy is on the users of the certificate.
4. In case of any discrepancy please inform the Competent Authority.

KARNATAKA GOVERNMENT OF REVENUE AND PUBLIC WORKS

We, Messrs. Telesonic Networks Limited, No.55, Divyashree Towers Bannerghatta Road, Bangalore-560029, do hereby state that we shall be solely responsible/liable for full compensation/indemnification of concerned agency/aggrieved owner for any direct, indirect or consequential damage caused to them/claims or replacement sought for, at our cost and risk. The concerned agency, in co-ordination with NH shall also have a right to make good such damages/recover the claims by way of invoking of Bank Guarantee furnished by us with this proposal.

for **Messrs. Telesonic Networks Limited**


Authorized Signatory
Telesonic Networks Limited
No. 55, Divyashree Towers
Bannerghatta Road,
Bangalore 560 029
Place: Bangalore

Date: 05.02.2021

File No.10-93/2017-CS-III

No. 10-93/2017-CS-III
Government of India
Ministry of Communications
Department of Telecommunications
Sanchar Bhavan, 20 - Ashoka Road
New Delhi - 110001

Dated :06.12.2017

To

M/s Telesonic Networks Limited
6th Floor, Airtel Centre, Plot No. 16,
Udyog Vihar, Phase-IV, Gurgaon-122015, Haryana.

(Kind Attn: Mr. Ravi Prakash Gandhi, Authorized Signatory)

Subject:- Registration Certificate for Infrastructure Provider Category-I (IP-I).

Please find enclosed herewith the Registration Certificate No. 797/2017 dated 06.12.2017 issued to M/s Telesonic Networks Limited.

2. The following points should be noted for strict compliance by IP-I Provider:

- i. The scope of IP-I provider is limited to establish and maintain assets such as Dark Fibres, Right of Way, Duct Space and Tower for the purpose to grant on lease/rent/sale basis only to the licensed Telecom Service Providers licensed under Section - 4 of Indian Telegraph Act, 1885, on mutually agreed terms and conditions.
- ii. The IP-I provider has to submit to DoT and TERM Cell a copy of agreement entered into with the licensed Telecom Service Providers within 15 days of signing such agreement.
- iii. Any breach of the terms and conditions given in the enclosed Registration Certificate will lead to cancellation of the registration without any further notice.

Encl: As above.

Subhash
06/12/2017
(SUBHASH CHANDRA KESARWANI)
ASSISTANT DIRECTOR GENERAL (CS-III)

Copy to:-

DDG(TERM), DELHI,
Telecom, Enforcement, Resource & Monitoring Cell,
5/6TH Floor, MTNL TE Building, Nehru Place,
New Delhi-110019

No. 10-93/2017-CS-III
Government of India
Ministry of Communications
Department of Telecommunications
Sanchar Bhavan, 20, Ashoka Road
New Delhi-110001

Registration Certificate No.: 797/2017

Dated:06.12.2017

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

This is to certify that M/s Telesonic Networks Limited with registered office at 6th Floor, Airtel Centre, Plot No. 16, Udyog Vihar, Phase-IV, Gurgaon-122015, Haryana 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 telecom service providers 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 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 there under 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 licensee of Telegraph services Licensed under section 4 of the Indian Telegraph Act 1885. 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.

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.
- 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 statute, rule or regulation and public policy.
- 7.7 In case it is decided to grant licence under section 4 of Indian Telegraph Act, 1885 to Infrastructure Provider Category-I (IP-I) instead of registration, at a later date, the said registration shall stand cancelled after the prescribed period as decided by the competent authority and the Infrastructure Provider (IP-I) shall have to apply for grant of specified licence/authorisation at that point of time as per terms and conditions applicable for such license/authorization.
- 8.0 Any breach of the above terms will lead to cancellation of the registration without any further notice.

Subhash
06/12/2017
(SUBHASH CHANDRA KESARWANI)
ASSISTANT DIRECTOR GENERAL (CS-III)

To

M/s TELESONIC NETWORKS LIMITED
6TH FLOOR, AIRTEL CENTRE, PLOT NO. 16,
UDYOG VIHAR, PHASE-IV, GURGAON-122015, HARYANA.

(सुभाष चन्द्र केसरवानी)
(SUBHASH CHANDRA KESARWANI)
सहायक महाविदेशक (वाहक सेवाये-3)
Asst. Director General/Central Services-3
दूरसंचार विभाग, भारत सरकार
Deptt. of Telecom, Govt. of India
नई दिल्ली/New Delhi



Indian-Non Judicial Stamp
Haryana Government



Date: 02/09/2019

Certificate No: GSB2019/2103

GRN No: 56725495



Stamp Duty Paid: ₹ 101

Penalty: ₹ 0

Net Amount: ₹ 101

Deponent

Name: Telesonic Networks Limited

H No/Floor: 16

City/Village: Gurugram

Phone: 0

Sector/Ward: Na

District: Gurugram

Landmark: Udyog vihar phase 4

State: Haryana



Purpose: GENERAL POWER OF ATTORNEY to be submitted at Concerned office



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT I, Nikhil Shah, Company Secretary, M/s Telesonic Networks Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at Bharti Crescent 1, Nelson Mandela Road, Vasant Kunj, Phase - II, New Delhi - 110070 and another office at 4th Floor, C Wing, Airtel Center, Plot No.16, Udyog Vihar, Phase - 4, Gurgaon - 122015, Haryana, India (hereinafter referred to as "the Company") pursuant to the General Power of Attorney dated 11th August, 2017 (hereinafter referred to as "the said General Power of Attorney") hereby nominate, constitute and appoint, Mr. AK Varghese, Sr. Manager - Network of M/s Telesonic Networks Limited, as its true and lawful attorney (hereinafter referred to as "the Attorney") to do, execute and perform, for and on behalf of the Company, all or any of the following acts, deeds, matters and things namely:

189

4. To file and submit applications to the concerned local authorities for seeking permission for Right of Way (ROW) for and on behalf of the company.
5. To liaison for and on behalf of the company with the concerned local authorities for Right of Way (ROW) permissions and to appear on behalf of the company before the concerned local authorities or other government agencies in relation to Right of Way (ROW) permission.
6. To receive and collect Right of Way (ROW) permission from the concerned authorities for and on behalf of the company.

AND, generally to do all acts, deeds and things usual, necessary or desirable in order to perform any of the aforesaid power or duties or in the ordinary course of functions.

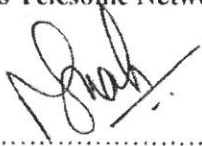
PROVIDED THAT this Power of Attorney will cease to have effect from the date it is revoked or it will cease to be operative when the Attorney ceases to be in the employment of the Company, whichever is earlier.

And the Company hereby agrees and undertakes to ratify and confirm all and whatsoever acts, deeds and things the Attorney shall lawfully do or cause to be done for the Company by virtue of this Power of Attorney.

IN WITNESS WHEREOF I, Nikhil Shah, Company Secretary, M/s Telesonic Networks Limited, on behalf of the Company, authorised by the said General Power of Attorney have executed these presents on this _____, 2019 at Gurgaon, Haryana.

For and on behalf of

M/s Telesonic Networks Limited

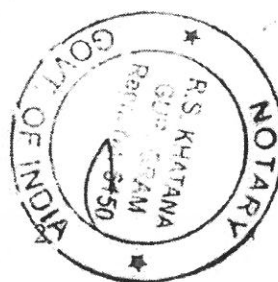

.....
Nikhil Shah
Company Secretary

POWER OF ATTORNEY IS ACCEPTED BY


.....
AK Varghese, Sr. Manager - Network

Witnesses:

1.



ATTESTED


Rajender Singh Khatana
Advocate & Notary
Gurugram

04 SEP 2019

No. RW/NH-33044/29/2015-S&R(R)
Government of India
Ministry of Road Transport & Highways
(S&R(P&B)Section)
Transport Bhawan, 1, Parliament Street, New Delhi 110001

Dated: 26th June, 2018

To,

The Chief Engineer -Regional Officer,
Ministry of Road Transport & Highways
46/1, Canal Road, Jakhan,
Dehradun-248001.

Subject:- Clarification regarding treatment of telecom Service Provider Licensee as a Public Utility for RoW permissions.


Sir,

Please refer to your letter no. RO UK/HA/01 dated 18.06.2018 in response to this Ministry's letter of even no. dated 10.05.2018 regarding aforesaid subject.

2. In this context it is to mention that Ministry's guidelines issued vide Circular No. RW/NH-33044/29/2015-S&R(R) dated 22.11.2016 clearly defines the public and industrial utilities. As per the guidelines "A Public Utility provider in context to this guidelines shall mean any organization that provides and maintains the infrastructure for a public service like electricity, gas, water supply, Telecom cables and sewage disposal subject to applicable regulations".

3. As can be noted from above, public utilities are not defined based on ownership i.e. government organization or private organization rather based on the utility services the organization provides. As such laying of OFC/telecom etc. by any entity is to be treated as public utility.

Yours Faithfully


(MD Shadab Imam)
Assistant Executive Engineer, S&R (P&B) RS
For Director General (Road Development) & SS



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

S&R(R) ZONE

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

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

Dated: 22nd November, 2016

To,

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

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

Sir,

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

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

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

2. Laying of Utility Services along the National Highways:

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

Mamij Kumar

well as the safety of the road. The utility services shall be laid in such a manner that the road is not affected and the traffic is not disturbed. The utility services shall be laid in such a manner that the road is not affected and the traffic is not disturbed.

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3. Laying of Utility Services across the National Highway:

3.1 The utility services shall be permitted to cross the National Highway either through structure or conduits specially built for that purpose. The casing / conduit pipe should, as minimum, extend from drain to drain in cuts and toe of slope to toe of slope in the fills and shall be designed in accordance with the provision of IRC and executed following the Specifications of the Ministry.

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

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

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

3.5 In case of trenching, the sides of the trench should be done as nearly vertical as possible. The trench width should be at least 30 cm wider, (but not more than 60 cm wider), than the outer diameter of the utility pipe. Filling of the trench shall conform to the specifications contained here-in-below or as supplied by the Highway Authority.

3.5.1 Bedding shall be to a depth not less than 30 cm. It shall consist of granular material, free of lumps, clods and cobbles, and graded to yield a firm surface without sudden change in the bearing value. Unsuitable soil and rock edges should be excavated and replaced by selected material.

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

3.5.3 The side fill shall consist of granular material laid in 15 cm. Layers each consolidated by mechanical tamping and controlled addition of moisture to 95% of the modified Proctor's density. Overfill shall be compacted to the same density as the material that had been removed. Consolidation by saturation or ponding will not be permitted.

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

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

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

Environmental State Pollution Control Board and any other authority as applicable shall be decided by the Applicant before the Highway Administration.

The application shall be put out in the public domain for 30 days for objections and objections (on grounds of public inconvenience, safety and general public interest). The permission for laying utility services is to be normally granted within 30 days from the day of closure of public objections and claims. If no communication is received from the Highway Administration within 30 days from the day of closure of public objections and claims, the permission shall be deemed to be granted. The initial permission would be valid for a maximum of 5 years at a time, which can thereafter be considered for renewal. On payment of additional fee at the time of renewal, the permission shall automatically be renewed, unless defaults exist. In case of renewal, rate prevailing at the time of renewal shall be charged.

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

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

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

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

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

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

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

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

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

5.3 Fee shall have to be paid in advance for the period for which permission is granted. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @ 15% per annum compounded annually.

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

6. All required restoration, maintenance work subsequent to laying of utility services shall be required to be undertaken by the Licensee at its cost either by itself or through its authorized representative in consultation with the Authority as per predetermined time schedule and quality standards. To process for the granting of permission and prior to signing of Lease agreement, a Performance Bank Guarantee for an amount based on per route metre with a validity of one year initially, in the prescribed format (extendable if required till satisfactory completion of work) shall have to be furnished by the utility service provider/ Licensee, as a security against improper restoration of ground in terms of

Mang Kumar

Utility services shall be provided to the Licensee at the same rate as the existing rate for the same services. The Licensee shall be responsible for the installation, maintenance and repair of the utility services provided in the RoW area as provided below:

• 300 mm dia/water	Rs. 800
• 300 mm dia/water but > 1000 mm	Rs. 1500
• 1000 mm	Rs. 2500
Utility services such as sewer (rate in Rs per sq m)	Rs. 500

In case the Licensee fails to discharge the obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee. In case, the Performance Bank Guarantee is invoked as mentioned above, the Licensee shall be required to replenish and reinstate the required Performance Bank Guarantee within one month of such invoking.

Notwithstanding this, the Licensee shall be liable to pay full compensation to the aggrieved Authority/ its designated agency for any damage sustained by them by reason of the exercise of the RoW facility.

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

Encls: As above.

Manoj Kumar

(Manoj Kumar)

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

Copy to:

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

Copy for kind information to:

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

Public Utility provider and Industrial Infrastructure

A. Public Utility Provider

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

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

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

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

Enclosure to Meeting of Road
SAR(R) dated 22.11.2016.

Page No. 1 of 1

AGREEMENT REGARDING GRANTING OF RIGHT OF WAY
PERMISSIONS

FOR LAYING UTILITY SERVICES ON NATIONAL HIGHWAYS

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

This Agreement made this _____ day of _____ (month) _____ of
(year) between _____ acting in his executive capacity through _____
(hereinafter referred to as the "Authority" which expression shall unless excluded by or
repugnant to the context, include his successors in office and assigns) on the one part, and
M/s _____, a company registered under the Companies Act, 1956 and having its
Registered Office at _____ (hereinafter called the "Licensee") which expression shall
unless excluded by repugnant to the context, include his successors/administrator assignees
on the second part.

Whereas the Authority is responsible, inter-alia, for development and maintenance of
lands in Km _____ to _____ of NH No. _____ RoW.

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

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

And whereas the Authority has agreed to grant such permission for way leave on the
NH RoW as per terms and conditions hereinafter mentioned.

Now this agreement witnesseth that in consideration of the conditions hereinafter
contained and on the part of the Licensee to be observed and performed, the Authority hereby
grants to the Licensee permission to lay utility services as per the approved drawing attached
hereto subject to the following conditions, namely.

1. RoW permissions are only enabling in nature. The purpose of extending the way
leave facility on the National Highway RoW is not for enhancing the scope of
activity of a utility service provider, either by content or by intent. Further,
enforceability of the permission so granted shall be restricted only to the extent of
provisions/scope of activities defined in the license agreement & for the purpose
for which it is granted.

shall have the right of use of the RoW and the Licensee shall be permitted to use the RoW, either above or below the ground surface, for the laying of utility/industrial infrastructure facilities. Decision of the Authority in relation to fulfilment of technical requirements shall be final and binding on all concerned parties. In case any disruption or damage caused to any existing user by the subsequent user, the Authority shall not be held accountable or liable in any manner.

3. The Licensee shall be responsible for undertaking all activities including, but not limited to, site identification, survey, design, engineering, arranging finance, project management, obtaining regulatory approvals & necessary clearances, supply of equipment, material, construction, erection, testing and commissioning, maintenance and operation and all other activities essential or required for efficient functioning of their own utility/ industrial infrastructure facilities.
4. The Licensee shall pay license fees @ Rs/sq m/month to the Authority. The License fee shall become payable from the date of handing over of RoW land to the Licensee, for laying of utilities/cables/conduits/pipelines for infrastructure/ service provider. As regards Tariff and Terms and conditions for providing common utility ducts along National Highways, there shall be a separate agreement regime.
5. Fee shall have to be paid in advance for the period for which permission is granted for entering into a license agreement. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @ 15% per annum compounded annually.
6. Present policy of the MoRT&H is to provide a 2.00 m wide utility corridor on either side of the extreme edge of RoW. In cases where utility ducts with sufficient space are already available along NH, the utility services shall be laid in such ducts subject to technical requirements being fulfilled.
7. The utility services shall be laid at the edge of the RoW. In case of restricted width of RoW, which may be adequate only to accommodate the carriageway, central verge, shoulders, slopes of embankment, drains, other road side furniture etc; the utility services shall be laid beyond the toe line of the embankments and clear of the drain.
8. The Licensee shall make his own arrangement for crossing of cross drainage structure, rivers, etc. below the bed. In case, this is not feasible, the utility services may be carried outside the railings/parapets and the bridge superstructure. The fixing and supporting arrangement with all details shall be required to be approved in advance from the concerned Highway Administration. Additional cost on account of fixing and supporting arrangement as assessed by the Authority shall be payable by the Licensee.

- b. The backfill shall be completed in two stages (i) Side-fill to the top of the existing road crust to the bottom of the road crust.
- c. The side fill shall consist of granular material laid in 15 cm. layers and consolidated by mechanical tamping and controlled addition of moisture to 95% of the Proctor's Density. Overfill shall be compacted to the same density as the material that had been removed. Consolidation by saturation or ponding will not be permitted.
- d. The road crust shall be built to the same strength as the existing crust on either side of the trench or to thickness and specifications stipulated by the Highway Authority.

17. The Licensee shall ensure making good the excavated trench for laying utility services by proper filling and compaction, so as to restore the land in to the same condition as it was before digging the trench, clearing debris/loose earth produced due to execution of trenching at least 50m away from the edge of the right of way;
18. All required restoration work subsequent to laying of the cable shall be required to be undertaken by the Licensee at its cost either by itself or through its authorized representative in consultation with the Authority as per predetermined time schedule and quality standards.
19. Prior to commencement of any work on the ground, a performance Bank Guarantee @ Rs. per route metre / Rs. per sq m with a validity of one year initially (extendable if required till satisfactory completion of work) shall have to be furnished by the Licensee to the Authority/its designated agency as a security against improper restoration of ground in terms of filling/unsatisfactory compaction damages caused to other underground installations/utility services & interference, interruption, disruption or failure caused thereof to any services etc. In case of the Licensee failing to discharge the obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee.
20. In case, the Performance Bank Guarantee is invoked as mentioned above, the Licensee shall be required to replenish and reinstate the required Performance Bank Guarantee within one month of such invoking. In case the work contemplated herein is not completed to the satisfaction of the Authority, which has granted the permission, within a period of 11 months from the date of issue of the Bank Guarantee, the Licensee shall either furnish a fresh guarantee or extend the guarantee for a further period of one year. Notwithstanding this, the Licensee shall be liable to pay full compensation to the aggrieved Authority/ its designated agency for any damage sustained by them by reason of the exercise of the RoW facility;

21. The Licensee shall complete the work within 90 days as specified by the respective Authority. In case of any delay 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 to return the road back 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 / aggrieved Authority for any direct, indirect or consequential damage caused to them/claims or replacements sought for, at the cost and risk of the Licensee. The concerned agency in co-ordination with Authority shall also have a right make good such damages/ recover the claims by forfeiture of Bank Guarantee.
24. If the Licensee fails to comply with any condition to the satisfaction of the Authority, the same shall be executed by the Authority at the cost and risk of the Licensee.
25. Grant of License is subject to the Licensee satisfying (a) minimum disruption of traffic and (b) no damage to the highways. As far as possible, the Licensee should avoid cutting of the road for crossing highway, and other roads and try to carry out the work by trenchless technology. In case any damage is caused to the road pavement in this process, the Licensee will be required to restore the road to the original condition at its cost. If due to unavoidable reasons the road needs to be cut for crossing or laying utility services, the Licensee has to execute the restoration work in a time bound manner at its cost either by itself or through its authorized representative in consultation with the Authority as per predetermined time schedule and quality standards. In case of the Licensee failing to discharge the obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee.
26. The Licensee shall inform/give a notice to the concerned agency designated by the Authority at least 15 day in advance with route details prior to digging trenches,

For the purpose of maintenance/repair work, the Licensee shall have the right to dig trenches for laying utility services.

27. Each day, the extent of digging for trenching shall be strictly regulated so that utility services 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.
28. The licensee shall indemnify the concerned agency in co-ordination with Authority, against all damages and claims, if any due to the digging of trenches for laying cables/ducts.
29. The permission for laying utility services is granted maximum for 5 years at a time, which can thereafter be considered for renewal. On payment of additional fee at the time of renewal, the permission shall automatically be renewed, unless defaults exist. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @ 15% per annum compounded annually.
30. The permission shall be valid only for the period it is issued and fee deposited. However, the Authority also has a right to terminate the permission or to extend the period of Agreement.
31. That the Licensee shall not undertake any work of shifting, repairs or alterations to the utility services without prior written permission of the concerned agency in co-ordination with the Authority.
32. The permission granted shall not in any way be deemed to convey to the Licensee any ownership right or any interest in route/road/highway land /property, other than what is herein expressly granted. No use of NH RoW will be permitted for any purpose other than that specified in the Agreement.
33. During the subsistence of this Agreement, the utility services located in highway land & property shall be deemed to have been constructed and continued only by the consent and permission of the Authority so that the right of the Licensee to the use thereof shall not become absolute and indefeasible by lapse of time.
34. The Licensee shall bear the Stamp Duty charged on this Agreement.
35. Three copies of 'as laid drawings' of utilities (hard and soft copies) with geo-tagged photographs and geo-tagged video recordings of laying of cables in the trench (with respect to the NH) and after complete restoration shall be submitted to the Authority for verification and record within a month of completion of works.
36. The Licensee shall allow free access to the Site at all times to the authorised representatives of Authority to inspect the Project Facilities and to investigate any

utility services shall not be made operational until 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 has been obtained from the Authority has been obtained. Notwithstanding anything contained herein, this Agreement may be cancelled at any time by Authority for breach of any condition of the same and the Licensee shall neither be entitled to any compensation for any loss caused to it by such cancellation nor shall it be absolved from any liability already incurred.

38. The Licensee shall ensure adherence to relevant Indian standards and follow best industry practices, methods and standards for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation, repair and maintenance of any part of the utility lines/industrial infrastructure facilities and which practices, methods and standards shall be adjusted as necessary, to take account of:
 - a. operation, repair and maintenance guidelines given by the manufacturers,
 - b. the requirements of Law,
 - c. the physical conditions at the Site, and
 - d. The safety of operating personnel and human beings.
39. The Licensee shall have to provide safety measures like barricading, danger lighting and other necessary caution boards while executing the work.
40. While laying utility services, at least one lane of road shall be kept open to traffic at all times. In case of single lane roads, a diversion shall be constructed. If any traffic diversion works are found necessary during the working period such diversion shall be provided at the cost of Licensee.
41. After the termination/expiry of the agreement, the Licensee shall remove the utility services within 90 days and the site shall be brought back to the original condition failing which the Licensee will lose the right to remove the utility services. However before taking up the work of removal of utility services the Licensee shall furnish a Bank Guarantee to the Authority for a period of one year for an amount assessed by the Authority as a security for making good the excavated trench by proper filling and compaction, clearing debris, loose earth produced due to excavation of trenching at least 50m away from the edge of the RoW.
42. Any disputes in interpretation of the terms and conditions of this Agreement or their implementation shall be referred to the redress mechanism prevailing in the Ministry and the decision of the redress mechanism shall be final and binding on all.

13. If the PPP Project is terminated or any payment is lost or not paid by the Government of India or any other authority, the concessionaire shall be required to be borne by the Government of India and agreement with the respective project concessionaires. MORTGAGE DEEDS implementing authorities for the project shall not be liable to the concessionaire in any way in this regard.

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

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

SIGNED SEALED AND DELIVERED FOR AND ON BEHALF OF AUTHORITY.

BY SHRI _____

(Signature, name & address with stamp)

SIGNED ON BEHALF OF M/S _____

(LICENSEE)

BY SHRI _____

(Signature, name & address with stamp)

HOLDER OF GENERAL POWER OF ATTORNEY DATED _____

EXECUTED IN ACCORDANCE WITH THE RESOLUTION NO. _____

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

IN THE PRESENCE OF (WITNESSES):

1.

2.

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

Trenching Method :

Laying of Optical Fiber Cable along NH-52(Old-NH-13) along the mentioned route will be done by conventional method/manual and/or 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 a 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:

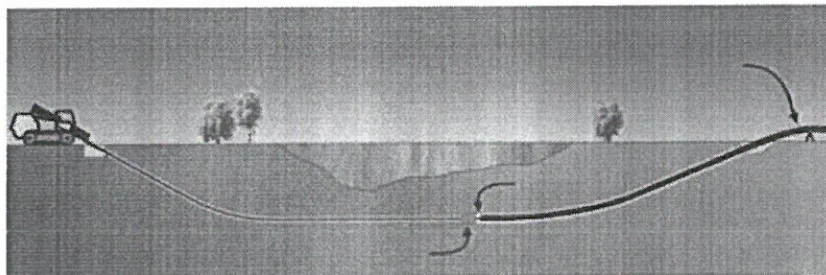
As a measure of abundant precaution against future settlement and other allied problems, only selected granular material will be used in filling reinstatement of trenches. The entire depth of cutting will be filled either with coarse sand or the excavated material, compacted in layers not exceeding 75 mm when compacted by ordinary power roller/plate compactor. Special Compaction Equipments 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 the 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 crossings on the route will be done by Horizontal Directional Drilling method without disturbing the road surface.

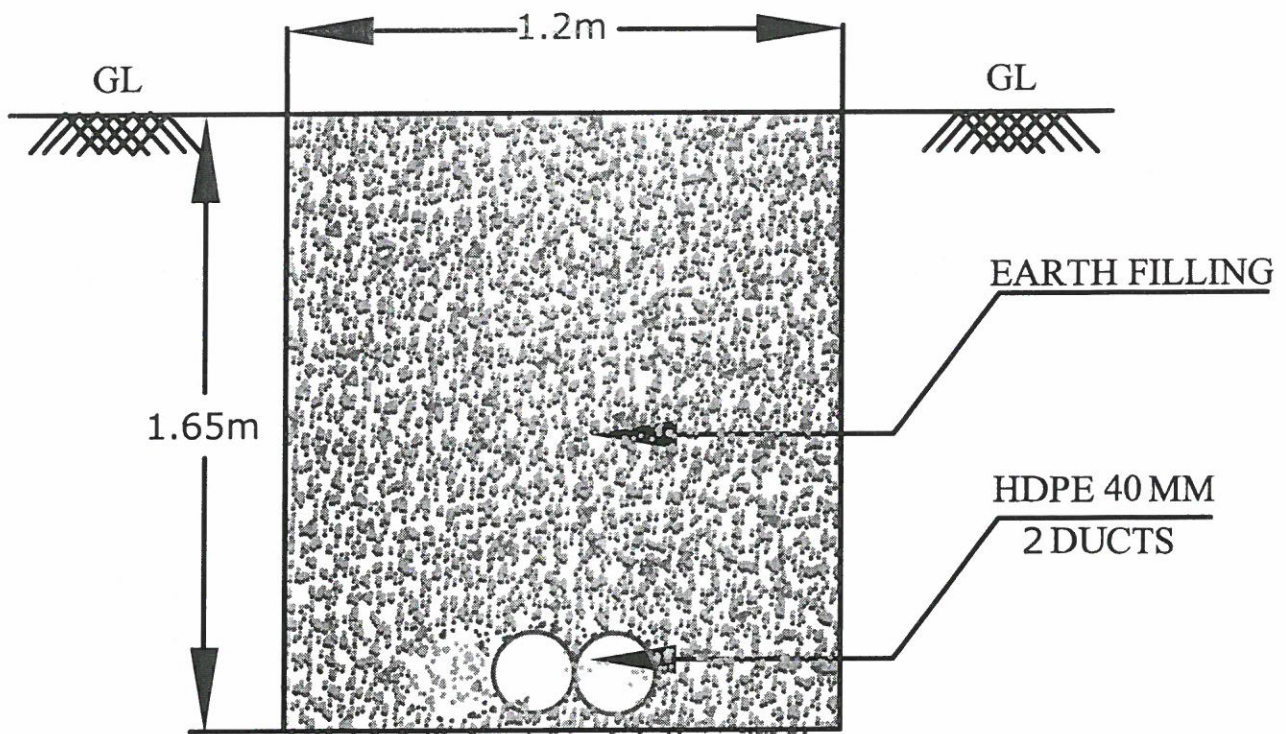
A Typical HDD Methodology is shown below




Signature

Authorised Signatory
Telesonic Networks Limited
No. 55, Divyashree Towers
Bannerghatta Road,
Bangalore - 560 029

TYPICAL CROSS SECTION OF HDD METHOD FOR OFC LAYING




Authorised Signatory
Telesonic Networks Limited
No. 55, Divyashree Towers
Bannerghatta Road,
Bangalore - 560 029

TOWARDS
Zalki

Lat Long: 16.863926,
75.725552
Hanchinal

TOWARDS
Ring Road

Adarsh Nagar

LHS

KM : 102+700

HANCHINAL KHB COLONY

Open Land

UTILITY CORRIDOR
Earthen Shoulder
Service Road

Houses

UTILITY CORRIDOR
Earthen Shoulder
Service Road

Drain

30

Drain

30

Main Carriage Way

NH-52

Central Median

Main Carriage Way

Central Median

Main Carriage Way

Main Carriage Way

Drain

30

Drain

30

Service Road
Earthen Shoulder
UTILITY CORRIDOR

Service Road
Earthen Shoulder
UTILITY CORRIDOR

Open Land

VSR DABA

Rajasthan Choudhary
Dhaba

NH Boundary/ROW

(Proposed OFC Lable Cable OF 2X40=80mm By HDD/OT Method)

KM : 103+200

01

- 1. NHAI Boundary/ROW;
- 2. Proposed OFC lane;
- 3. DWL OFC;
- 4. ITSL OFC;
- 5. TCL OFC;
- 6. RIL OFC;
- 7. CULVERT;

Authorised Signatory
Telesonic Networks Limited
No. 55, Divyashree Towers
Bannerghatta Road,
Bangalore - 560 029

NOTE: ALL DIMENSIONS ARE IN METERS

TELESONIC NETWORKS LIMITED

Local Office: No. 55, Divyashree Towers Bannerghatta Road, Bangalore-560029

PROPOSED OPTICAL FIBRE CABLE
from KM 102/700 to 104/600 of NH-52
ROUTE LENGTH - 102/700 to 103/200 = 500 MTR
No of Ducts: 2 Nos(RHS):

TOWARDS
Zalki

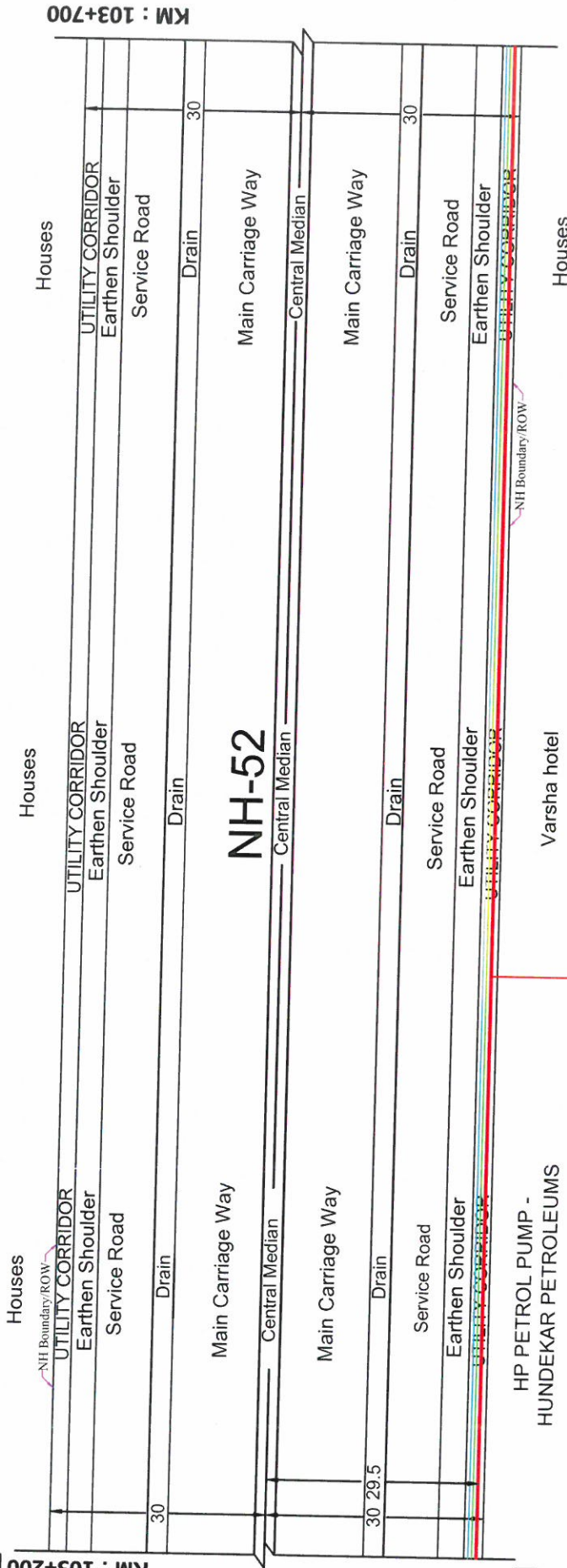
TOWARDS
Ring Road

Adarsh Nagar

Neela Nagar

LHS

KM : 103+200



RHS

02

1. NHAI Boundary/ROW;
2. Proposed OFC lane;
3. DWL OFC;
4. TTSL OFC;
5. TCL OFC;
6. RL OFC;
7. CULVERT;

Authorised Signatory
Telesonic Networks Limited
55, Divyashree Towers
Bannerghatta Road,
Bangalore - 560 029

NOTE: ALL DIMENSIONS ARE IN METERS

TELESONIC NETWORKS LIMITED

Local Office: No: 55, Divyashree Towers Bannerghatta Road, Bangalore-560029

PROPOSED OPTICAL FIBRE CABLE
from KM 102/700 to 104/600 of NH-52

ROUTE LENGTH - 103/200 to 103/700 = 500 MTR
No of Ducts: 2 Nos(RHS);

TOWARDS
Zalki

Neela Nagar

LHS

KM : 103+700

Nadagouda Petroleums, Frachaisee NAYARA
ENERY formerly known as Essar Oil

Houses

UTILITY CORRIDOR
Earthen Shoulder
Service Road

Drain

30

Main Carriage Way

Central Median

Main Carriage Way

Drain

30 29.5

Service Road

Earthen Shoulder
UTILITY CORRIDOR

Houses

NH Boundary/ROW

Houses

Service Road

Earthen Shoulder
UTILITY CORRIDOR

Drain

Main Carriage Way

Drain

30

Service Road

Earthen Shoulder
UTILITY CORRIDOR

Houses

KM : 104+200

Houses

UTILITY CORRIDOR
Earthen Shoulder
Service Road

Drain

30

Main Carriage Way

Central Median

TOWARDS
Ring Road

Neela Nagar

03

1. NHAI Boundary/ROW:
2. Proposed OFC lane:
3. DWL OFC:
4. TTSL OFC:
5. TCL OFC:
6. RIL OFC:
7. CULVERT:

Authorised Signatory
Telesonic Networks Limited
No. 55, Divyashree Towers
Bannerghatta Road,
Bangalore - 560029

NOTE: ALL DIMENSIONS ARE IN METERS

TELESONIC NETWORKS LIMITED

Local Office: No. 55, Divyashree Towers Bannerghatta Road, Bangalore-560029

PROPOSED OPTICAL FIBRE CABLE
from KM 102/700 to 104/600 of NH-52
ROUTE LENGTH - 103/700 to 104/200 = 500 MTR
No of Ducts: 2 Nos(RHS);

(Proposed OFC Lable Cable OF 2X40=80mm By HDD/OT Method)

TOWARDS
Zalki

Neela Nagar

TOWARDS
Ring Road

Neela Nagar
Lat Long: 16.863926,
75.725552

LHS

KM : 104+200

Open Land

NH Boundary/ROW

UTILITY CORRIDOR

Earthen Shoulder

Service Road

30

Drain

Main Carriage Way

Central Median

Main Carriage Way

30 29.5

Drain

Service Road

Earthen Shoulder

UTILITY CORRIDOR

Open Land

Tiwari petroleum bijapur
pump

UTILITY CORRIDOR

Earthen Shoulder

Service Road

Drain

30

NH-52

Central Median

Main Carriage Way

Drain

30

Service Road

Earthen Shoulder

UTILITY CORRIDOR

T.V.S. & SONS ASHOK
LEYLAND SERVICE

NH Boundary/ROW

Grand Iyengar bakery and
sweets

Bijapura City

Indi Bye Pass Road

UTILITY CORRIDOR

Earthen Shoulder

Service Road

Drain

30

Main Carriage Way

Central Median

Main Carriage Way

Drain

30

Service Road

Earthen Shoulder

UTILITY CORRIDOR

Indi

KM : 104+600

04

1. NHAI Boundary/ROW;
2. Proposed OFC lane;
3. DWL OFC;
4. TTSL OFC;
5. TCL OFC;
6. RIL OFC;
7. CULVERT;

Signature

Authorised Signatory
Telesonic Networks Limited
No. 55, Divyashree Towers
Bannerghatta Road,
Bangalore - 560 029

NOTE: ALL DIMENSIONS ARE IN METERS

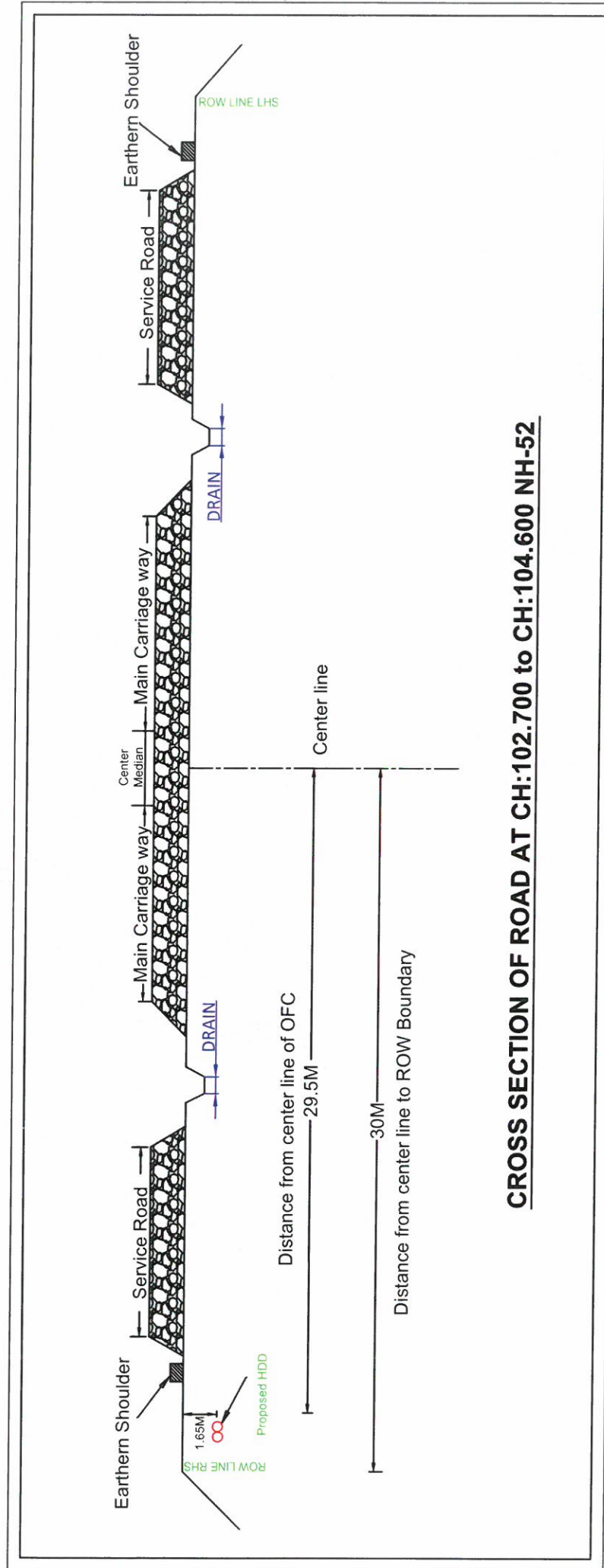
TELESONIC NETWORKS LIMITED

Local Office: No: 55, Divyashree Towers Bannerghatta Road, Bangalore-560029

PROPOSED OPTICAL FIBRE CABLE
from KM 102/700 to 104/600 of NH-52

ROUTE LENGTH - 104/200 to 104/600 = 400 MTR
No of Ducts: 2 Nos(RHS):

(Proposed OFC Lable Cable OF 2X40=80mm By HDD/OT Method)



CROSS SECTION OF ROAD AT CH:102.700 to CH:104.600 NH-52

Authorised Signatory
 Authorised Signatory
 Telesonic Networks Limited
 No. 55, Divyashree Towers
 Bannerghatta Road,
 Bangalore - 560 029