



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/NH-166/Overhead Crossing/2020-21/4684

Date: 06.01.2021

INVITATION OF PUBLIC COMMENTS

Sub.: Four laning of Watambare - Mangalwedha section of NH-166 (from Ch. 276/000 to Km. 321/600) in the state of Maharashtra on Hybrid Annuity Mode - **Proposal for the laying of Jio optical fibre cable from Km. 299/000 to Km. 305/000 & Km. 287/500 to Km. 293/500 in the section of NH-166 - Reg.**

Sir

1. Authorized Signatory, Jio Digital Fibre Pvt. Ltd has submitted the proposal for the laying of Jio optical fibre cable from Km. 299/000 to Km. 305/000 in the section of NH-166.
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.



BHARATMALA

ROAD TO PROSPERITY

\\Ganesh\\id\\Songli\\Solapur NH-166\\Solapur-Songli OFC Cable PKG\\NH-166\\Public domain notice-reg.OFC Cable laying.docx

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>



Project Office- Plot no.4, Mhetre colony, Datta Nagar, Vasud Road, Sangola Dist. Solapur 413307.

Email- tlwatman.nh166@gmail.com

DCSL-ACSL-/NH-166/SS-Pkg-III/NHAI/2020/ 175

Date:-29.12.2020

To,

The Project Director,
National Highways Authority of India
Project Implementation Unit,
Plot No E-2, Jai Jalaram Nagar,
Behind Shivdare College Jule Solapur,
Solapur-413004
Maharashtra

Sub: Independent Engineer Services for Four laning of Sangli to Solapur (Watambare to Mangalwedha) Section of NH-166 from Km 276+000 to 321+600(Design Length-45.600 km) in the state of Maharashtra to be executed as on Hybrid Annuity Mode-Reg.- **Proposal for the laying of Jio Optical fibre Cable from km. 299+000 to km 305+000 in the section of NH-166.**

Reference:

- 1) NHAI. PIU Solapur letter no. NHAI/PIU/SLP/NH-166/OFC/2020-21/4318 dated 18/12/2020

Dear Sir,

With reference to the subject cited above, we have received letter from NHAI under reference (1) regarding Jio Optical Fibre Pvt. Ltd. Regarding proposal for the laying of jio optical fibre cable from km 299+000 to 305+000 on RHS of new constructed NH-166 and from km. 287+500 to 293+500 on the RHS of NH-166 (existing road wadhegaon naka Sangola to Wadhegaon) has been visited and the work methodology with safety precautions submitted has been reviewed as per MORTH&H specifications and it is found in order.

This is for your information and further necessary action.

Thanking you assuring our best attention at all the times.

Yours Truly,

(R N Patwekar)

RE Cum Team Leader.

M/s Dhruv Consultancy Services Limited in Association with ACSPL.



MGU



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क 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/NH-166/OFC/2020-21/ 4318

Date: 18/12/2020

To,

Team Leader,

M/s. DCSL-ACSLLP,

Sangola - 413007.

Sub.: Four laning of Watambare - Mangalwedha section of NH-166 (from Ch. 276/000 to Km. 321/600) in the state of Maharashtra on Hybrid Annuity Mode - Proposal for the laying of Jio optical fibre cable from Km. 299/000 to Km. 305/000 in the section of NH-166 -Reg.

Ref.:

- i. Authorized Signatory, Jio Digital Fibre Pvt. Ltd letter dated 29.11.2020.

Sir,

1. With reference to, the subject cited above, this office is in receipt of letter from Authorized Signatory, Jio Digital Fibre Pvt. Ltd regarding proposal for the laying of Jio optical fibre cable from Km. 299/000 to Km. 305/000 in the section of NH-166 vide their letter at ref. (i) above. The copy of the same is enclosed herewith for your information & perusal please.

2. In this regard, it is requested to verify the same on site and convey your details comments as per the MORT&H guidelines.

3. This is for your information & necessary action please.

Thanking you,

Shri Kausar
Pl. verify
a
separ-
ately
24/12/20

Encl.: - As above

Copy to:-

- i. Authorized Signatory, Jio Digital Fibre Pvt. Ltd - for information.
- ii. M/s. GR, Sangli - Solapur Highway Pvt. Ltd., for information.
- iii. Master file.

Project Director
NHAI, PIU, Solapur



BHARATMALA
ROAD TO PROSPERITY



DIGITAL
LIFE

Ref No: JDFPL/OFC/ROW/NLD/MAHARASHTRA/SANGOLA- LENDHWE C./NHAI/01

Dated: 29-11-2020

To,
Project Director
NHAI
PIU Solapur

Sub: Proposal for grant of permission for laying Optical Fibre Cable along (existing Road Wadhegaon Naka Sangola petrol pump to Wadhegaon) NH 166 from Km 287/500 to 293/500 RHS & New constructed NH 166 from Km 299/000 to Km 305/000 RHS for the total length of 12.000 Km in the state of Maharashtra

Dear Sir,

This is in the reference to the above subject we would like to inform you that M/s- Jio Digital Fibre Private Ltd.

Having its registered office at 101 Saffron Nr. Centre Point Panchwati 5 Rasta, Ambawadi, Ahmedabad – 380006 Gujarat India. registered with department of Telecommunications (DOT) as infrastructure provider category I (IP-I) vide registration certificate no- 935/2019 dated-06 March 2019 to establish and maintain the assets such as dark fibres, Right Of Way, Duct space .

We are planning to lay Optical Fibre cable through ducts adopting various methodology like HDD, Open trench, Clamping and suitable methods as required on the ground in the area to construct a Fibbers Optic backbone link.(As per route details attached in Annexure & Route Maps Attached). The work will be carried out as per laid down standards, Policies & Guidelines of the Authority for laying the OFC Cable. We are inclosing herewith the request documents for the permissions to lay the optical Fibre Cable along with Route Diagram and copy of IP-I Registration Certificate.

You are requested to kindly grant us the permission at the earliest.

Yours Sincerely,

Authorised Signatory

FOR Jio Digital Fibre Private Limited

P.S. :The company has changed its name from M/s Reliance Jio Infocomm Ltd. To M/s Jio Digital Fibre Privet Limited .In case of any query / correspondence , pl do call / write to Mr. Rajiv Amidwar, Mob. No- 09588499551, Email Id: rajiv.amidwar@ril.com.

enclosures : Route Diagram
Copy of IP-1 Registration Certificate
Certificate for Change of Company Name

Jio Digital Fibre Private Limited: CIN U64200GJ2018PTC105652

Registered Office: Office - 101, Saffron, Nr. Centre Point, Panchwati 5 Rasta, Ambawadi, Ahmedabad-380006, Gujarat, India.
Tel no: 079-35600100

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SUB : Laying Of Underground Cables Along The National Highway	
DETAILS REGARDING UNDERGROUND CABLE LAYING.	
1. (i) Name of company asking for Permission	Jio Digital Fibre Private Limited
(ii) Full Address (Registered)	101 Saffron Nr. Centre Point Panchwati 5 Rasta, Ambawadi, Ahmedabad – 3800006 Gujrat India
Corporate Address	: 3rd Floor, Maker Chambers IV, 222, Nariman Point, Mumbai – 400 021 Tel no – 022 – 22785500 / Fax – 022 – 22785560
(iii) Details & purpose for laying the cable	Broadband Wireless Access (BWA) & related Data Services
(iv) Any other details regarding laying	
(a) Distance of proposed site from centre of the road at the extreme edge within the road boundary	1) - mtrs from centre of road from from (existing Road Wadhegaon Naka Sangola petrol pump to Wadhegaon) NH 166 from Km 287/500 to 293/500 RHS & New constructed NH 166 from Km 299/000 to Km 305/000 RHS for the total length of 12.000 Km extreme edge of Road boundary
(b) Whether it is possible to lay the proposed lines or not, reasons	Yes, the proposed cable is to be laid at depth of 1.65 meters, which is far below any existing line.
2 Details regarding road alignment where UG is to be laid along the road	
i) Name of Road	(existing Road Wadhegaon Naka Sangola petrol pump to Wadhegaon) NH 166 from Km 287/500 to 293/500 RHS & New constructed NH 166 from Km 299/000 to Km 305/000 RHS for the total length of 12.000 Km
ii) Category of road (to be ascertained from K.M. stone on road side)	(existing Road Wadhegaon Naka Sangola petrol pump to Wadhegaon) NH 166 from Km 287/500 to 293/500 RHS & New constructed NH 166 from Km 299/000 to Km 305/000 RHS for the total length of 12.000 Km



iii) Width of the road	
(a) Formation width measured from earthen bank	15.00 – Meters & 22.5 – Meters
(b) Black top road carriage-way width	7.5 Meter & 15.00 meter each carriage width
(c) Road boundary	1) 30 Meters 2) 45 Meters
(d) Location of cable laying along the roadside to be mentioned.	1) 15.000 & 2) 22-22.5 mtrs from center of road from (existing Road Wadhegaon Naka Sangola petrol pump to Wadhegaon) NH 166 from Km 287/500 to 293/500 RHS & New constructed NH 166 from Km 299/000 to Km 305/000 RHS for the total length of 12.000 Km at extreme edge of Road boundary
3. Details to be supplied on layout drawings.	5 sets of proposed route drawings are Enclosed.
4. GEOGRAPHICS OF THE CABLE ROUTE	
(a) Dimension of the cable trench	Width 0.50 meter and Depth 1.65 mtr.
(b) Dimension of Cable/HDPE/ Protection pipe.	40 mm (outer dia)
(c) Size of Optical Fibre Telecom Transmission cable.	Light weight 48F Optical Fibre Cable of Outer dia of 18 mm.
(e) Right of way	Vested with the NHAI, the proposed Cable will be laid within the road Boundary of NH-166
5. (i) This is to certify that no Govt. Road land shall be occupied by RJIL except for the Purpose of laying of UG cables.	
(ii) This is to certify that the work shall be in accordance with the Govt. Rules and regulations in force from time to time and binding to RJIL	
(iii) This is to certify that all required Cost and fees as per rules and regulation of the Govt. will be deposited timely	

Date :

For Jio Digital Fibre Private Limited

Place :

Encl.: Route marked on Map

Authorised Signatory



CHECK-LIST

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

Relevant circulars

- 1) Ministry's circular No. RW/NH-33044/29/2015/S&R(R) (Pt.) date 22.11.2016.

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

S. No.	Item	Information/Status	Remarks
1	General Information		
1.1	Name and Address of the Applicant	Jio Digital Fiber Private Limited Regd. Office: 101 Saffron Nr. Centre Point Panchwati 5 Rasta, Ambawadi, Ahmedabad – 3800006 Gujrat India Corp. Office: 3 rd Floor Maker Chambers IV, Nariman Point, Mumbai 400021. Tel:022-22785500; Fax: 022- 22785560	
1.2	National Highway Number	NH-166	
1.3	State	Maharashtra	
1.4	Location	(existing Road Wadhegaon Naka Sangola petrol pump to Wadhegaon) NH 166 from Km 287/500 to 293/500 RHS & New constructed NH 166 from Km 299/000 to Km 305/000 RHS for the total length of 12.000 Km	



1.5	(Chain age in km)	(existing Road Wadhegaon Naka Sangola petrol pump to Wadhegaon) NH 166 from Km 287/500 to 293/500 RHS & New constructed NH 166 from Km 299/000 to Km 305/000 RHS for the total length of 12.000 Km	
1.6	Length in Meters	12000 mtrs	
1.7	Width of available ROW		
	(a) Left side from center line towards increasing chain age/km direction	As per Drawings attached on Page no.	
	(b) Right side from center line towards increasing chain age/km direction	As per Drawings attached on Page no.	
1.8	Proposal to lay the cable		
	(a) Left side from center line towards increasing chain age/km direction	As per Drawings attached on Page no.	
	(b) Right side from center line towards increasing chain age/km direction	As per Drawings attached on Page no.	
1.9	Proposal to acquire land	NA	
	(a) Left side form center line		
	(b) Right side from center line		
1.10	Whether proposal is in the same side where land is not to be acquired	As per Drawings attached on Page no.	
	If not then where to lay the cable		
1.11	Details of already laid services, if any, along the proposed route	As per Drawings attached on Page no.	



1.12	Number of lanes (2/4 / 6/8 lanes) existing	2 Lanes & 4 lanes	
1.13	Proposed Number of lanes (2 lane with paved shoulders/4/6/8 lanes)	2 Lanes & 4 lanes	
1.14	Service road existing or not		
	If yes then which side		
	(a) Left side from center line		
	(b) Right side from center line		
1.15	Proposed Service Road	On Both side of Road	
	(a) Left side from center Line		
	(b) Right side from center line		
1.16	Whether proposal to lay cable is after the service road or between the service road and main carriageway	Beyond service road or in utility corridor	
1.17	The permission for laying OFC shall be considered for approval/rejection	Considered for approval	
	(i) Where the ROW is more than 45 m then the duct cable shall be laid at the edge of right of way within the utility corridor of 2m width, duly keeping in view the future widening.	At the edge of ROW within utility corridor of 2Mtrs width	
	(ii) where land is yet to be acquired for 4 lining and the position of new carriageway 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 carriageway 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	NA	



	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.		
	(iv) Where ROW is restricted and adequate only to accommodate the carriageway, central verge, shoulders and drains (e.g. highways in cutting through hilly/rolling terrain), the cable shall be laid clear of the drain.	NA	
	(v) Where land strip for utility corridor cannot be conveniently earmarked (available ROW restricted to the toe of the embankment) for laying of cable/ducts, the permission may be refused.	NA	
1.18	No. of applicants on the same stretch		
1.19	Whether the case of multiple licenses	No	
1.20	If so furnish a joint implementation programmer to lay their respective ducts within stipulated time frame.	NA	
1.21	If crossings of the road involved If Yes it shall only be through trench-less technology	If Yes, HDD Method	
2.	Document/Drawings enclosed with the proposal		
2.1	Cross section showing the size of trench for open trenching method (Is it normal size of 1.65m deep x 0.5m wide) Should not be greater than 1.2m in width in multiple ducts.	Yes Standard Size 1.65m deep x 0.5m wide	
2.2	Cross section showing the size of pit and location of cable for HDD method	Yes Attached on Page No.	



2.3	Strip plan/Route Plan showing the OFC, Chain age, width of ROW, distance of proposed, cable from the edge of ROW, important mile stone, intersections, cross drainage works etc.	Yes Attached on Page no.	
2.4	Methodology for laying of OFC	Yes Attached on Page no.	
2.4.1	Open trenching method. If yes, Methodology of refilling of trench	Refilling of available Material	
2.4.2	Horizontal Directional Drilling (HDD) Method	Only For Road Crossing	
2.4.3	Laying OFC Through CD Works And Method Of Laying (Whether to be hung outside parapet)	NA	
3.	Draft license Agreement signed by two witnesses		
4.	Performance Bank Guarantee	Shall be submitted as soon as permission obtain/Informed by NHAI	
4.2	Confirmation of BG has been obtained as per NHAI guidelines	Shall be obtained after approval	
5	Affidavit/ Undertaking from the Applicant for		
5.1	Not to Damage to other utility, if damaged then to pay the losses either to NHAI or to the concerned agency.	Yes ; Enclosed on Page No	
5.2	Renewal of Bank Guarantee	Yes ; Enclosed Page No	
5.3	Confirming all standard condition of NHAI's guideline	Yes ; Enclosed Page No	
5.4	Shifting of OFC as and when required by NHAI	Yes ; Enclosed Page No	
5.5	Shifting due to 6 lining / widening of NH	Yes ; Enclosed Page No	
5.6	Indemnity against all damages and claims clause (xxiv)	Yes ; Enclosed Page No	
5.7	Traffic movement during laying of OFC to be	Yes ; Traffic movement will be	



	managed by the applicant	managed by the applicant , Page No	
5.8	If any claim is raised by the Concessionaries then the same has to be paid by the applicant	Yes ; Enclosed Page No	
5.9	Prior approval of NHAI shall be obtained before undertaking any work of installation, shifting or repairs, or alterations to the showing OFC line located in the National Highway right-of-ways.	Yes ; Enclosed Page No	
5.10	Expenditure, if any incurred by NHAI for repairing any damage caused to the National Highway by the laying, maintenance or shifting of the OFC cable will be borne by the agency owing the line.	Yes ; Enclosed Page No	
5.11	If NHAI considers it necessary in future to move the OFC for any work of improvement or repairs to the road, it will be carried out as desired by NHAI at the cost of the agency owning the OFC within reasonable time (Not exceeding 60 days) of the intimation given.	Yes ; Enclosed Page No	
5.12	<p>Certificate from the applicant in the following format</p> <p>1) Laying of OFC line will not have any deleterious effects on any of bridge components & roadway safety for traffic.</p> <p>2) For 6-lanning,"we do undertake that we will relocate service road/approach road/utilities at our own cost notwithstanding the permission granted within such time as well as stipulated by NHAI", for future 6-lanning or any other development.</p>	Yes ; Enclosed Page No	



8.2	Certificate for 6-lanning from PD in the following format.	Yes attached on page	
	<p>(a) Where feasibility is available "I do certify that there will be no hindrance to proposed six-lining based on the feasibility report considering proposed structures at the said location.</p> <p>(b) In case feasibility report is not available "I do certify that sufficient ROW is available at site for accommodating proposed six-lining".</p>	<p>(existing Road Wadhegaon Naka Sangola petrol pump to Wadhegaon) NH 166 from Km 287/500 to 293/500 RHS & New constructed NH 166 from Km 299/000 to Km 305/000 RHS for the total length of 12.000 Km</p>	
9.	The agreement fee of Rs. 1 shall be charged	Yes	
10.	<p>If NH section proposed to be taken up by NHAI on BOT basis - a clause in <u>Para 17</u> to be inserted in the agreement. "The permitted Highway on which Licensee has been granted the right to lay cable/duct has also been granted as a right of way to the concessionaire under the concession agreement for up=gradation of [Sangola- Wadegaon - Mangalwedha] section from (existing Road Wadhegaon Naka Sangola petrol pump to Wadhegaon) NH 166 from Km 287/500 to 293/500 RHS & New constructed NH 166 from Km 299/000 to Km 305/000 RHS for the total length of 12.000 Km of NH No.- 166 <u>on Build, Operate and Transfer Basis</u> and therefore, the licensee shall honor the same."</p>	<p>Yes ; Enclosed Page No</p> <p><i>please change the clause as per NHAI project of HAM</i></p>	
11.	Who will supervise the work of laying of OFC	JDFPL Pune	
12.	Who will ensure that the defects in road portion after laying of OFC are corrected and if not corrected then what action will be taken.	JDFPL Pune	
13.	Who will pay the claims for damages done/disruption in working of Concessionaire if	JDFPL Pune	



	asked by the Concessionaire.		
14.	A Certificate from PD that he will enter the proposed permission in the register of records of the permissions in the prescribed preform (copy enclosed) issued vide Ministry Circular No. RW/NH-33044/29/2015/S&R(R) (Pt.) date 22.11.2016	Yes ; Enclosed on Page no	
15.	If any previous approval is accorded for laying of cable then Photocopy of register of records of permissions accorded as maintained by PD (as per Ministry Circular No. RW/NH-33044/29/2015/S&R(R) (Pt.) date 22.11.2016) as referred in Para 13 above is enclosed or not.	No	



Annexure-II

[Enclosure to Ministry Circular No. RW/NH-33044/29/2015/S&R(R) (Pt.) date 22.11.2016]

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 State : Maharashtra
2. Name of Agency (NHAI) : NHAI
3. NH Number : NH- 166

S. No.	Location (change in Km)	Left or right side of NH (towards increasing chain age/km direction)	Section and reach	Kind of services	Name of license 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	(existing Road Wadhegaon Naka Sangola petrol pump to Wadhegaon) NH 166 from Km 287/500 to 293/500 RHS & New constructed NH 166 from Km 299/000 to Km 305/000 RHS for the total length of 12.000 Km of the road of increasing)	LHS/RHS	(existing Road Wadhegaon Naka Sangola petrol pump to Wadhegaon) NH 166 from Km 287/500 to 293/500 RHS & New constructed NH 166 from Km 299/000 to Km 305/000 RHS for the total length of 12.000 Km of the road of increasing)	Telecom	Jio Digital Fiber Private Limited Regd. Office: 101 Saffron Nr. Centre Point Panchwati 5 Rasta, Ambawadi, Ahmedabad - 380006 Gujrat India Corp. Office: 3 rd Floor Maker Chambers IV, Nariman Point, Mumbai 400021. Tel: 022-22785500; Fax: 022-22785560				No	



AGREEMENT REGARDING GRANTING OF RIGHT OF WAY

PERMISSIONS

FOR LAYING TELECOM CABLES/DUCTS ON NATIONAL HIGHWAYS

Agreement to lay Telecom Cables/DUCT/Optical Fiber along (existing Road Wadhegaon Naka Sangola petrol pump to Wadhegaon) NH 166 from Km 287/500 to 293/500 RHS & New constructed NH 166 from Km 299/000 to Km 305/000 RHS for the total length of 12.000 Km in the state of Maharashtra of National Highway Land.



This Agreement made this _____ day of _____ Month of _____ year between **National Highway** acting in his executive capacity through Chief Engineer, National Highway(hereinafter referred to as NH which expression shall unless excluded by or repugnant to the context, include his successors in office and assigns) on the one part and **Jio Digital Fibre Private Limited** having its **Regd. Office** located at, 101 Saffron Nr. Centre Point Panchwati 5 Rasta, Ambawadi, Ahmedabad – 3800006 Gujrat India a company registered under companies act 1956 (hereafter referred as **JDFPL/Licensee**) which expression shall, unless excluded by or repugnant to the context, include his heirs its successors / their successors and assigns) of the second part.

Whereas:

National Highway is responsible, inter-alia for development and maintenance of lands in the state of Maharashtra.

Whereas the Licensee proposes to lay Telecom Cables/ducts in the state of Maharashtra.

Whereas the Licensee has applied to the Authority for permission to lay Telecom

Cables/ducts along **(existing Road Wadhegaon Naka Sangola petrol pump to Wadhegaon) NH 166 from Km 287/500 to 293/500 RHS & New constructed NH 166 from Km 299/000 to Km 305/000 RHS** for the total length of **12.000 Km**

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

Now this agreement witnesses that in consideration of the conditions hereinafter contained and on the part of the licensee to be observed and performed, the **NH** hereby grants to the Licensee permission to lay Telecom Cables ducts as per the drawings attached here to subject to the following conditions, namely :-

1. 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 permission so granted shall be restricted only to the extent of provisions/scope of activities defined in the license agreement & for the purpose for which it is granted.



2. No Licensee shall claim exclusive right on the RoW and any subsequent user will be permitted to use the RoW, either above or below, or by the side of the utilities laid by the first user, subject to technical requirements being fulfilled. Decision of the Authority in relation to fulfilment of technical requirements shall be final and binding on all concerned parties. In case any disruption/damage is caused to any existing user by the subsequent user, the Authority shall not be held accountable or liable in any manner.
3. The Licensee shall be responsible for undertaking all activities including, but not limited to site identification, survey, design, engineering, arranging finance, project management, obtaining regulatory approvals & necessary clearances, supply of equipment, material, construction, erection, testing and commissioning, maintenance and operation and all other activities essential or required for efficient functioning of their own utility/ industrial infrastructure facilities.
4. The Licensee shall pay license fees @ Rs/sq m/month to the Authority. The License fee shall become payable from the date of handing over of RoW land to the Licensee, for laying of utilities/cables/conduits/pipelines for infrastructure/ service provider. As regards Tariff and Terms and conditions for providing common utility ducts along National Highways, there shall be a separate agreement regime.
5. Fee shall have to be paid in advance for the period for which permission is granted for entering into a license agreement. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @ 15% per annum compounded annually.
6. Present policy of the MoRT&H is to provide a 2.00 m wide utility corridor on either side of the extreme edge of RoW. In cases where utility ducts with sufficient space are already available along NH, the utility services shall be laid in such ducts subject to technical requirements being fulfilled.
7. The utility services shall be laid at the edge of the RoW. In case of restricted width of RoW, which may be adequate only to accommodate the carriageway, central verge, shoulders, slopes of embankment, drains, other road side furniture etc; the utility services shall be laid beyond the toe line of the embankments and clear of the drain.
8. The Licensee shall make his own arrangement for crossing of cross drainage structure, rivers, etc. below the bed. In case, this is not feasible, the utility services may be carried outside the railings/parapets and the bridge superstructure. The fixing and supporting arrangement with all details shall be required to be approved in advance from the concerned Highway Administration. Additional cost on account of fixing and supporting arrangement as assessed by the Authority shall be payable by the Licensee.



9. In exceptional cases, where RoW is restricted the utility services can be allowed beneath the carriageway of service road, if available, subject to the condition that the utility services be laid in concrete ducts, which will be designed to carry traffic on top. The width of the duct shall not be less than one lane. In such cases, it also needs to ensure that maintenance of the utility services shall not interfere with the safe and smooth flow of traffic. The cost of operation and maintenance will have to be borne by the Licensee.
10. It is to be ensured that at no time there is interference with the drainage of the road land and maintenance of the National Highways. Towards this, the top of the utility services shall be at least 0.6 metre below the ground level. However, any structure above ground shall be aesthetically provided for / landscaped with required safety measures as directed by the concerned Authority;
11. The utility services shall be permitted to cross the National Highway either through structure or conduits specially built for that purpose. The casing / conduit pipe should, as minimum, extend from drain to drain in cuts and toe of slope to toe of slope in the fills and shall be designed in accordance with the provision of IRC and executed following the Specifications of the Ministry.
12. Existing drainage structures shall not be allowed to carry the lines across.
13. The top of the casing/conduit pipe containing the utility services to cross the road shall be at least 1.2m below the top of the sub grade or the existing ground level whichever is lower, subject to being at least 0.3m below the drain inverts. A typical sketch showing the clearances is given in Attachment-I.
14. The utility services shall cross the National Highway preferable on a line normal to it or as nearly so as practicable.
15. The casing/conduit pipe for crossing the road may be installed under the road embankment either by boring or digging a trench. Installation by boring method shall be preferred.
16. In case of trenching, the sides of the trench should be done as nearly vertical as possible. The trench width should be at least 30 cm. but not more than 60 cms wider than the outer diameter of the pipe. Filling of the trench shall conform to the specifications contained here-in-below or as supplied by the Highway Authority.
 - a. Bedding shall be to a depth not less than 30 cm. It shall consist of granular material, free of lumps, clods and cobbles, and graded to yield a firm surface without sudden change in the bearing value. Unsuitable soil and rock edges should be excavated and replaced by selected material.



- b. The backfill shall be completed in two stages (i) Side-fill to the level of the top of the pipe (ii) Overfill to the bottom of the road crust.
- c. The side fill shall consist of granular material laid in 15 cm. Layers each consolidated by mechanical tamping and controlled addition of moisture to 95% of the Proctor's Density. Overfill shall be compacted to the same density as the material that had been removed. Consolidation by saturation or ponding will not be permitted.
- d. The road crust shall be built to the same strength as the existing crust on either side of the trench or to thickness and specifications stipulated by the Highway Authority.
17. The Licensee shall ensure making good the excavated trench for laying utility services by proper filling and compaction, so as to restore the land in to the same condition as it was before digging the trench, clearing debris/loose earth produced due to execution of trenching at least 50m away from the edge of the right of way;
18. All required restoration work subsequent to laying of the cable shall be required to be undertaken by the Licensee at its cost either by itself or through its authorized representative in consultation with the Authority as per predetermined time schedule and quality standards.
19. Prior to commencement of any work on the ground, a performance Bank Guarantee @ Rs. per route metre / Rs per sq m with a validity of one year initially (extendable if required till satisfactory completion of work) shall have to be furnished by the Licensee to the Authority/its designated agency as a security against improper restoration of ground in terms of filling/unsatisfactory compaction damages caused to other underground installations/utility services & interference, interruption, disruption or failure caused thereof to any services etc. In case of the Licensee failing to discharge the obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee.
20. In case, the Performance Bank Guarantee is invoked as mentioned above, the Licensee shall be required to replenish and reinstate the required Performance Bank Guarantee within one month of such invoking. In case the work contemplated herein is not completed to the satisfaction of the Authority, which has granted the permission, within a period of 11 months from the date of issue of the Bank Guarantee, the Licensee shall either furnish a fresh guarantee or extend the guarantee for a further period of one year. Notwithstanding this, the Licensee shall be liable to pay full compensation to the aggrieved Authority/ its designated agency for any damage sustained by them by reason of the exercise of the RoW facility;



21. The Licensee shall shift the utility services within 90 days (or as specified by the respective Authority) from the date of issue of the notice by the concerned Authority to shift/relocate the utility services, in case it is so required for the purpose of improvement/widening of the road/route/highway or construction of flyover/bridge and restore the road/land to its original condition at his own cost and risk.
22. The Licensee shall be responsible to ascertain from the respective agency in 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 fresh or maintenance/repair works. A separate performance Bank Guarantee for maintenance/repair works shall have to be furnished by the Licensee.

27. Each day, the extent of digging the trenches should be strictly regulated so that utility services is laid and trenches filled up before the close of the work that day. Filling should be completed to the satisfaction of the concerned agency designated by the Authority.
28. The licensee shall indemnify the concerned agency in co-ordination with Authority, against all damages and claims, if any due to the digging of trenches for laying cables/ducts.
29. The permission for laying utility services is granted maximum for 5 years at a time, which can thereafter be considered for renewal. On payment of additional fee at the time of renewal, the permission shall automatically be renewed, unless defaults exist. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @ 15% per annum compounded annually.
30. The permission shall be valid only for the period it is issued and fee deposited. However, the Authority also has a right to terminate the permission or to extend the period of Agreement.
31. That the Licensee shall not undertake any work of shifting, repairs or alterations to the utility services without prior written permission of the concerned agency in co-ordination with the Authority.
32. The permission granted shall not in any way be deemed to convey to the Licensee any ownership right or any interest in route/road/highway land /property, other than what is herein expressly granted. No use of NH RoW will be permitted for any purpose other than that specified in the Agreement.
33. During the subsistence of this Agreement, the utility services located in highway land / property shall be deemed to have been constructed and continued only by the consent and permission of the Authority so that the right of the Licensee to the use thereof shall not become absolute and 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



matter within their Authority, and upon reasonable notice, shall provide reasonable assistance necessary to carry out their respective duties and functions.

37. The utility services shall not be made operational by the Licensee unless a completion certificate to the effect that the utility services has been laid in accordance with the approved specifications and drawings and the trenches have been filled up to the satisfaction of the concerned agency in co-ordination with the Authority has been obtained. Notwithstanding anything contained herein, this Agreement may be cancelled at any time by Authority for breach of any condition of the same and the Licensee shall neither be entitled to any compensation for any loss caused to it by such cancellation nor shall it be absolved from any liability already incurred.
38. The Licensee shall ensure adherence to relevant Indian standards and follow best industry practices, methods and standards for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation, repair and maintenance of any part of the utility lines/industrial infrastructure facilities and which practices, methods and standards shall be adjusted as necessary, to take account of:
 - a. operation, repair and maintenance guidelines given by the manufacturers,
 - b. the requirements of Law,
 - c. the physical conditions at the Site, and
 - d. The safety of operating personnel and human beings.
39. The Licensee shall have to provide safety measures like barricading, danger lighting and other necessary caution boards while executing the work.
40. While laying utility services, at least one lane of road shall be kept open to traffic at all times. In case of single lane roads, a diversion shall be constructed. If any traffic diversion works are found necessary during the working period such diversion shall be provided at the cost of Licensee.
41. After the termination/expiry of the agreement, the Licensee shall remove the utility services within 90 days and the site shall be brought back to the original condition failing which the Licensee will lose the right to remove the utility services. However before taking up the work of removal of utility services the Licensee shall furnish a Bank Guarantee to the Authority for a period of one year for an amount assessed by the Authority as a security for making good the excavated trench by proper filling and compaction, clearing debris, loose earth produced due to excavation of trenching at least 50m away from the edge of the RoW.
42. Any disputes in interpretation of the terms and conditions of this Agreement or their implementation shall be referred to the redress mechanism prevailing in the Ministry and the decision of the redress mechanism shall be final and binding on



43. for PPP projects, in case of any financial loss incurred by the respective project concessionaries 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 concessionaries. MORT & H / NHAI/ implementing authorities for the project shall not be liable to the concessionaries in any way in this regard.

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

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

Signature of Applicant
DELIVERED BY

SIGNED,



AND

Authorised Signatory

(National Highway Authority)

IN THE PRESENCE OF

WITNESS:

1.

2.



महाराष्ट्र MAHARASHTRA

2020

XC 751133

सोलापूर अं.क्र. 20439 दिनांक- 4/12/2020

श्री. - जिओ डिजिटल फायबर प्रा. लि. हजे

यांनी रु. 100/- चा जनरल स्टॅम्प मागितलेवरून
हा रुपये-100/- चा स्टॅम्प व भरतीस
रुपये- -चा स्टॅम्प दिला.

संलग्न
अभिगिरदा



श्री. एम. एन. बल्ला

[Signature]

Annexure 4

मुद्रांक विक्रेता, जिल्हाधिकारी, अहमदाबाद.

UNDERTAKING

परवाना क्र. इ.एस.टी./1990. कोड नं-2501030.

We, Jio Digital Fibre Private Limited having its Regd. Office located at, 101 Saffron Nr. Centre Point Panchwati 5 Rasta, Ambawadi, Ahmedabad - 380006 Gujrat India and Corp. Office located at, 3rd Floor, Maker Chambers IV, Nariman Point, Mumbai 400021 hereby do undertake in Reference to our ROW Application along (existing Road Wadhegaon Naka Sangola petrol pump to Wadhegaon) NH 166 from Km 287/500 to 293/500 RHS & New constructed NH 166 from Km 299/000 to Km 305/000 RHS for the total length of 12.000 Km in the state of Maharashtra. that

We will not damage other utility while laying our OFC, In case if it is damaged then the losses will be paid to NHAI or the concerned owning agency as per direction by NHAI.

For JDFPL

Authorized Signatory





महाराष्ट्र MAHARASHTRA

2020

XC 751126

सोलापूर अंक. 20622 दिनांक- 4 / 12 / 2020

श्री. - जि.डि.ओ. डिजिटल फायबर प्रो. लि. हजे

यांनी रु. 900/- चा जनरल स्टॅम्प भागितलेवरून
हा रुपये-100/- चा स्टॅम्प व भरतीस
रुपये- -चा स्टॅम्प दिला.

संतोष
असगिरदार



श्री. एम. एन. बल्ला

मुद्रांक विक्रेता, जिल्हाधिकारी आवार, सोलापूर.

Annexure-10

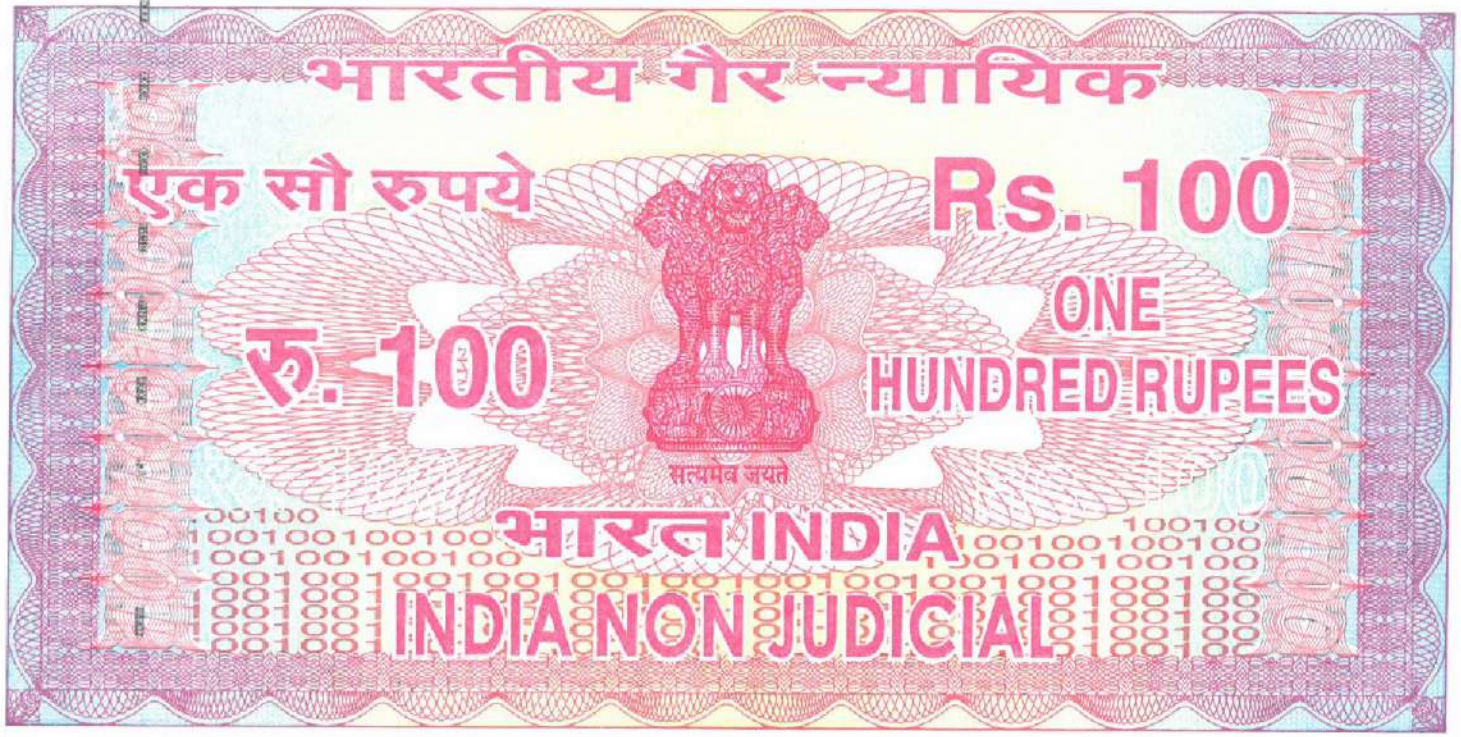
परवाना क्र. इ.एस.टी./1990. कोड UNDERTAKING

We, Jio Digital Fibre Private Limited having its Regd. Office located at, 101 Saffron Nr. Centre Point Panchwati 5 Rasta, Ambawadi, Ahmedabad - 380006 Gujrat India and Corp. Office located at, 3rd Floor, Maker Chambers IV, Nariman Point, Mumbai 400021 hereby do undertake in Reference to our ROW Application along (existing Road Wadhegaon Naka Sangola petrol pump to Wadhegaon) NH 166 from Km 287/500 to 293/500 RHS & New constructed NH 166 from Km 299/000 to Km 305/000 RHS for the total length of 12.000 Km in the state of Maharashtra. that

The traffic movement during laying OFC will be managed by JDFPL, In co-ordination with traffic police. Adequate arrangement for cautioning the traffic by way of caution boards during daytime and danger light at night will be provided by JDFPL.

For JDFPL

Authorized Signatory



महाराष्ट्र MAHARASHTRA

2020

XC 751135

सोलापूर अं.क्र. 20633 दिनांक- 4/12/2020
श्री. - जिओ डिजिटल फायबर प्रा. लि. हस्त
यांनी रु. 900/- चा जनरल स्टॅम्प मागितलेवरून संतोष
हा रुपये-100/- चा स्टॅम्प व भरतीस अक्षीगिरदार
रुपये- -चा स्टॅम्प दिला.



श्री. एम. एन. बल्ला

मुद्रांक विक्रेता, जिल्हाधिकारी आवार, सोलापूर.

Annexure-6
परवाना क्र. इ.एस.टी./1990. कोड नं. 2501030

UNDERTAKING

We, **Jio Digital Fibre Private Limited** having its **Regd. Office** located at, 101 Saffron Nr. Centre Point Panchwati 5 Rasta, Ambawadi, Ahmedabad – 3800006 Gujrat India and **Corp. Office** located at, 3rd Floor, Maker Chambers IV, Nariman Point, Mumbai 400021 hereby do undertake in Reference to our ROW Application along (existing Road Wadhegaon Naka Sangola petrol pump to Wadhegaon) NH 166 from Km 287/500 to 293/500 RHS & New constructed NH 166 from Km 299/000 to Km 305/000 RHS for the total length of 12.000 Km in the state of Maharashtra. that

We will be carrying out the OFC laying and ducting work as per the specifications and standards of NHAI and the executed work will confirm all the standard conditions of NHAI guidelines.

For JDFPL

Authorized Signatory





महाराष्ट्र MAHARASHTRA

2020

WY 832711

रोलापूर अं.क्र. ११६४३ दिनांक- 11 SEP 2020

श्री.- जिओ डिजिटल फायबर प्रा. लि. हस्त

यांनी रु. १००/-चा जनरल स्टॅम्प मागितलेवरून संतोष
हा रुपये- १००/- चा स्टॅम्प व भरतीस जहागिरदार
रुपये- -चा स्टॅम्प दिला.



श्री. एम. एन. बल्ला

Annexure-7

मुद्रांक विक्रीत, जिल्हाधिकारी आवार, सोलापूर

परवाना क्र. इ.एस.टी./1990. कोड नं-2501030.

UNDERTAKING

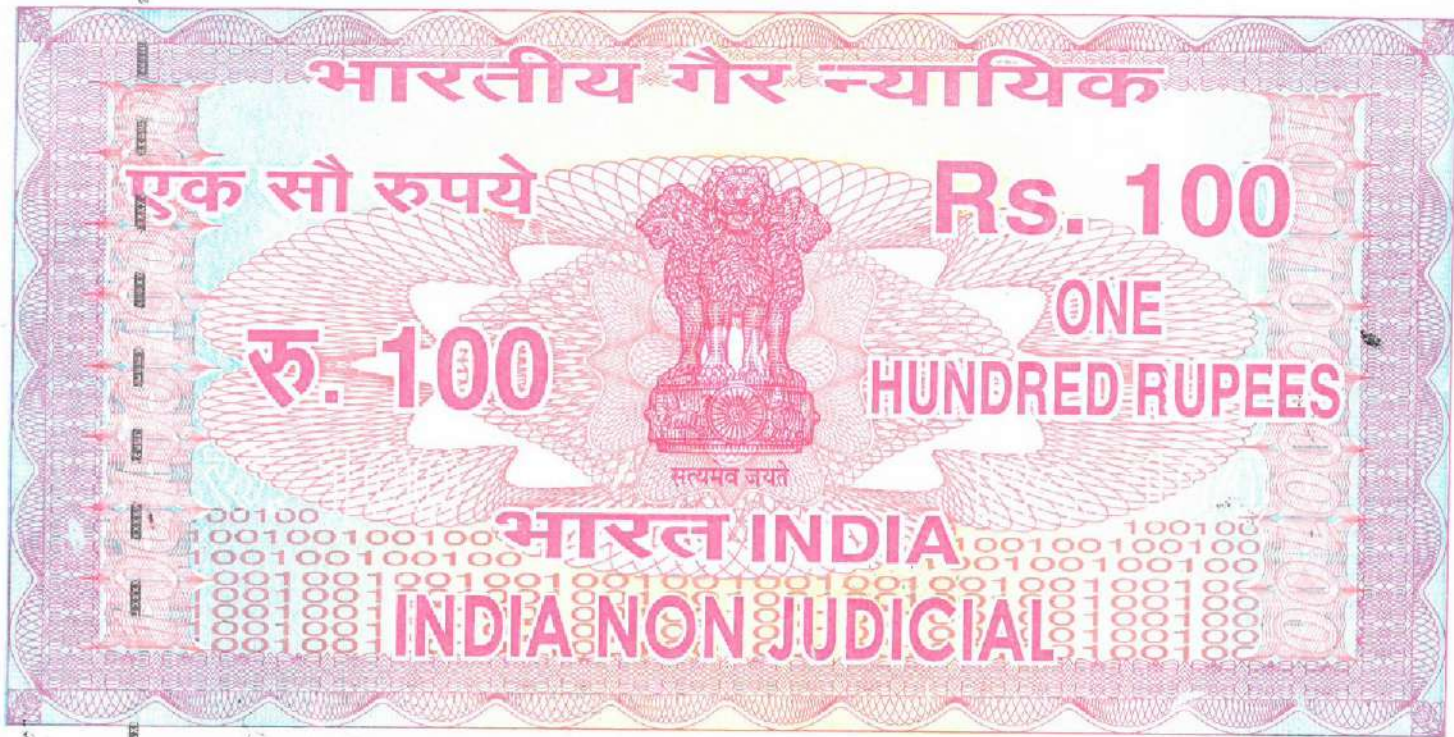
We, Jio Digital Fibre Private Limited having its Regd. Office located at, 101 Saffron Nr. Centre Point Panchwati 5 Rasta, Ambawadi, Ahmedabad - 380006 Gujrat India and Corp. Office located at, 3rd Floor, Maker Chambers IV, Nariman Point, Mumbai 400021 hereby do undertake in Reference to our ROW Application along (existing Road Wadhegaon Naka Sangola petrol pump to Wadhegaon) NH 166 from Km 287/500 to 293/500 RHS & New constructed NH 166 from Km 299/000 to Km 305/000 RHS for the total length of 12.000 Km in the state of Maharashtra. that

We will shift our OFC at our own cost as & when required by NHAI authority within such time as stipulated by NHAI.

For JDFPL

Authorized Signatory





महाराष्ट्र MAHARASHTRA

2020

WY 832702

11 SEP 2020

सोलापूर अं.क्र. १२६३५ दिनांक-

श्री. - जिओ डिजिटल फायबर प्रा. लि. दस्तो संतोष

यांनी रु. १००/- चा जनरल स्टॅम्प भागितलेवरून

हा रुपये-100/- चा स्टॅम्प व भरतीस

रुपये- -चा स्टॅम्प दिला.

श्री. एम. एन. बल्ला

मुद्रांक विक्रेता, जिल्हाधिकारी आवाक, सोलापूर.

Annexure No-8
वरवाना क्र. इ.एस.टी./1990, कोड नं- UNDERTAKING



We, Jio Digital Fibre Private Limited having its Regd. Office located at, 101 Saffron Nr. Centre Point Panchwati 5 Rasta, Ambawadi, Ahmedabad - 380006 Gujrat India and Corp. Office located at, 3rd Floor, Maker Chambers IV, Nariman Point, Mumbai 400021 hereby do Undertake in Reference to our ROW Application along (existing Road Wadhegaon Naka Sangola petrol pump to Wadhegaon) NH 166 from Km 287/500 to 293/500 RHS & New constructed NH 166 from Km 299/000 to Km 305/000 RHS for the total length of 12.000 Km in the state of Maharashtra, that

We will relocate Cable lines/Utilities at our own cost, notwithstanding the permission granted within such time as will be stipulated by NHAI for further expansion or any other development.

For JDFPL

Authorized Signatory





महाराष्ट्र MAHARASHTRA

2020

XC 751128

सोलापूर अं.क्र. 20626 दिनांक-4/12/2020

श्री.- जिओ डिजिटल फायबर प्रा. लि. एरो

यांनी रु. 900/- चा जनरल स्टॅम्प मागितलेवरून
हा रुपये-100/- चा स्टॅम्प व भरतीस
रुपये- -चा स्टॅम्प दिला.



श्री. एम. एन. बल्ला

मद्रांक विक्रेता, जिल्हाधिकारी आवार, सोलापूर.

परवाना क्र. इ.एस.टी./1990. कोड UNDERTAKING

We, Jio Digital Fibre Private Limited having its Regd. Office located at, 101 Saffron Nr. Centre Point Panchwati 5 Rasta, Ambawadi, Ahmedabad - 380006 Gujrat India and Corp. Office located at, 3rd Floor, Maker Chambers IV, Nariman Point, Mumbai 400021 hereby do undertake in Reference to our ROW Application along (existing Road Wadhegaon Naka Sangola petrol pump to Wadhegaon) NH 166 from Km 287/500 to 293/500 RHS & New constructed NH 166 from Km 299/000 to Km 305/000 RHS for the total length of 12.000 Km in the state of Maharashtra. that

Prior approval of NHAI shall be obtained before undertaking any work of installation, shifting or repairs, or alterations to the showing OFC line located in the ROW of National Highway.

For JDFPL

Authorized Signatory

2. Cable would be laid keeping in mind future expansion 2/4/6 laning of the NH. However, we also agree that we shall shift the cables/ducts within 30 days (or as specified by the respective agency/owner) from the date of issued of Notice by the concerned owner to shift / relocate the cables / duct in case it is required for the purpose of improvement / widening of the road / route / highway or construction of flyover / bridge and restore the road / land to its original condition at our own cost and risk.
3. We will not violate the instruction of NHAI (National Highway Authority of India), New Delhi.
4. It is undertaken that the cable will be carried out on the outside of railing / parapets of the bridge / culvert and supported by brackets and fixed outside of the bridge super-structure or as design approved by the Engineer In Charge.
5. Cable will be laid under link road by boring system.
6. The agency will notify the concerned Executive Engineer at least 15 days in advance before digging trenches along with the road.
7. Adequate arrangement for cautioning the traffic by way of caution board during daytime and danger light at night will be provided by the agency.
8. Each days the extent of digging trenches should be strictly regulated so that the cables are laid and trenches filled up before the close of work that day, the filling should be completed to the satisfaction of Engineer in charge.
9. The agency shall indemnify the road all the damages, if any, due to the digging of trenches for the laying of the cables.
10. If river / nallah are dry JDFPL proposes to cross the same by laying GI/RCC pipes at least 1.65 m below the river bed. In case of flowing water where JDFPL Cannot cross by Horizontal Drilling method, the same bridge/canal will be crossed by clamping method.
11. If clamp is not possible bridge will be crossed by concrete encased GI pipe laid inside the railing on the edge of the bridge.
12. All link roads will be crossed by Auger boring or using trench less method. In case if there are any difficulties at a particular crossing JDFPL will contact department's concerned engineer before taking up the work.
13. The department shall not be responsible for any loss or damage to the cable etc. that may occur due to any reasons during/after laying the same.
14. In the event of any mis-happening/accidents etc. while carrying laying of cables JDFPL shall be liable to pay the any type of compensation so claimed.



15. JDFPL shall not cause any damage to the carriageway of the highway and structure like bridges, culverts, drains, buildings, etc. and in case of failure. JDFPL will be liable to make good the loss caused to the department.
16. JDFPL shall not lay the cable through any cross drainage work. In case if required the necessary permission will be taken before OFC laying from NHAI authority.
17. JDFPL shall lay the cables under the guidance of the department.
18. The department shall not be responsible in case the cable line comes in the area under development in future at any time. In such an eventuality, shifting of the cable etc. shall be the liability of JDFPL.
19. JDFPL shall be responsible for any damage caused to the tress in the P.W.D. boundary; it will be responsibility of JDFPL to obtain permission for such likely foreseen/unforeseen damage from the competent Authority.
20. In case of some unavoidable circumstances if JDFPL desires to cross the carriageway, the same shall be done under the guidance of the department and under no circumstances, the carriageway shall be allowed to get damaged. The crossing of carriageway shall be allowed with pressure angles only.
21. While crossing the bridge/culverts, no additional dead load shall be allowed to be added to the existing structure.
22. In case of difficulty anywhere in the stretch, JDFPL shall contact the concerned engineer of the department.

For JDFPL

Authorized Signatory





महाराष्ट्र MAHARASHTRA

2020

XC 751110

सोलापूर अं.क्र. 20800 दिनांक- 8/12/2020

श्री. जि.मो. डिजिटल फायबर प्रा. लि.

यांनी रु. 900/-चा जनरल स्टॅम्प मागितलेवरून
हा रुपये-100/-चा स्टॅम्प व भरतीस
रुपये- -चा स्टॅम्प दिला.



श्री. एम. एन. बल्ला

मुद्रांक निवेता, जिल्हाधिकारी आवार, सोलापूर.

Annexure-10 परवाना क्र. इ.एस.टी./1990. कोड UNDERTAKING

We, Jio Digital Fibre Private Limited having its Regd. Office located at, 101 Saffron Nr. Centre Point Panchwati 5 Rasta, Ambawadi, Ahmedabad - 3800006 Gujrat India and Corp. Office located at, 3rd Floor, Maker Chambers IV, Nariman Point, Mumbai 400021 hereby do undertake in Reference to our ROW Application along (existing Road Wadhegaon Naka Sangola petrol pump to Wadhegaon) NH 166 from Km 287/500 to 293/500 RHS & New constructed NH 166 from Km 299/000 to Km 305/000 RHS for the total length of 12.000 Km in the state of Maharashtra. that

The traffic movement during laying OFC will be managed by JDFPL, In co-ordination with traffic police. Adequate arrangement for cautioning the traffic by way of caution boards during daytime and danger light at night will be provided by JDFPL.

For JDFPL

Authorized Signatory





महाराष्ट्र MAHARASHTRA

2020

XC 751113

सोलापूर अं.क्र. 20699 दिनांक- 5/11/2020

श्री.-

यांनी रु. 100/- चा जनरल स्टॅम्प मागितलेवरून
हा रुपये-100/- चा स्टॅम्प व भरतीस
रुपये- -चा स्टॅम्प दिला.



श्री. एम. एन. बल्ला

मुद्रांक विक्रेता, जिल्हाधिकारी आवार, सोलापूर.

परवाना क्र. इ.एस.टी./1990. कोड नं-2501030.

Annexure-11

UNDERTAKING

We, Jio Digital Fibre Private Limited having its Regd. Office located at, 101 Saffron Nr. Centre Point Panchwati 5 Rasta, Ambawadi, Ahmedabad - 3800006 Gujrat India and Corp. Office located at, 3rd Floor, Maker Chambers IV, Nariman Point, Mumbai 400021 hereby do undertake in Reference to our ROW Application along (existing Road Wadhegaon Naka Sangola petrol pump to Wadhegaon) NH 166 from Km 287/500 to 293/500 RHS & New constructed NH 166 from Km 299/000 to Km 305/000 RHS for the total length of 12.000 Km in the state of Maharashtra. that

If any claim is raised by concessionaries of the project then the same will be paid by JDFPL.

For JDFPL

Authorized Signatory





महाराष्ट्र MAHARASHTRA

2020

XC 751115

सोलापूर अं.क्र. 20693 दिनांक- 22/11/2020
श्री. - मि. डिजिटल फायबर प्रायव्हेट लिमिटेड

यांनी रु. 100/- चा जनरल स्टॅम्प मागितलेवरून
हा रुपये-100/- चा स्टॅम्प व भरतीस
रुपये- -चा स्टॅम्प दिला.



श्री. एम. एन. बल्ला

मुद्रांक विक्रेता, जिल्हाधिकारी आवार, सोलापूर.

Annexure-12 परवाना क्र. इ.एस.टी./1990. कोड UNDERTAKING

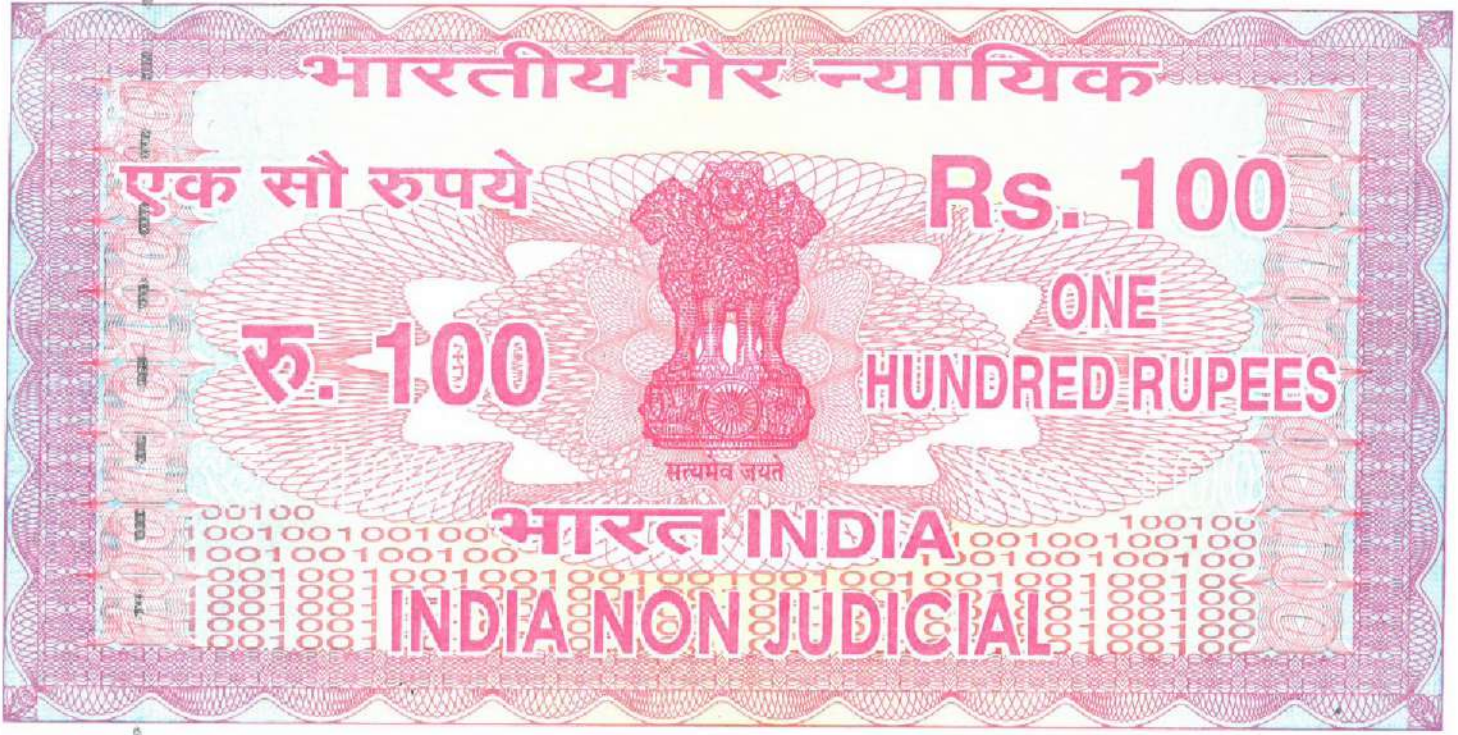
We, Jio Digital Fibre Private Limited having its Regd. Office located at, 101 Saffron Nr. Centre Point Panchwati 5 Rasta, Ambawadi, Ahmedabad - 3800006 Gujrat India and Corp. Office located at, 3rd Floor, Maker Chambers IV, Nariman Point, Mumbai 400021 hereby do undertake in Reference to our ROW Application along (existing Road Wadhegaon Naka Sangola petrol pump to Wadhegaon) NH 166 from Km 287/500 to 293/500 RHS & New constructed NH 166 from Km 299/000 to Km 305/000 RHS for the total length of 12.000 Km in the state of Maharashtra. that

Prior approval of NHAI shall be obtained before undertaking any work of installation, shifting or repairs, or alterations to the showing OFC line located in the ROW of National Highway.

For JDFPL

Authorized Signatory





महाराष्ट्र MAHARASHTRA

2020

XC 751111

सोलापूर अ.क्र. 20600, दिनांक- 8/12/2020
श्री. जियो डिजिटल फायबर प्रा. लि.

यांनी रु. 100/- चा जनरल स्टॅम्प मागितलेवरून
हा रुपये- 100/- चा स्टॅम्प व भरतीस
रुपये- -चा स्टॅम्प दिला.

श्री. एम. एन. बल्ला

मुद्रांक विक्रेता, जिल्हाधिकारी आवार, सोलापूर.
Annexure-13
परवाना क्र. इ.एस.टी./1990. कोड UNDERTAKING



We, **Jio Digital Fibre Private Limited** having its **Regd. Office** located at, 101 Saffron Nr. Centre Point Panchwati 5 Rasta, Ambawadi, Ahmedabad – 3800006 Gujrat India and **Corp. Office** located at, 3rd Floor, Maker Chambers IV, Nariman Point, Mumbai 400021 hereby do undertake in Reference to our ROW Application along (existing Road Wadhegaon Naka Sangola petrol pump to Wadhegaon) NH 166 from Km 287/500 to 293/500 RHS & New constructed NH 166 from Km 299/000 to Km 305/000 RHS for the total length of 12.000 Km in the state of Maharashtra.

Expenditure, if any incurred by NHAI for repairing any damage caused to the National Highway by the laying, maintenance or shifting of the OFC cable will be borne by JDFPL.

For JDFPL

Authorized Signatory





महाराष्ट्र MAHARASHTRA

2020

XC 060216

सोलापूर अं.क्र. 20604 दिनांक- 14 DEC 2020

श्री. - जिओ डिजिटल फायबर प्रा. लि. को

यांनी रु. 900/- चा जनरल स्टॅम्प मागितलेवरून

हा रुपये-100/- चा स्टॅम्प व भारतीय

रुपये- -चा स्टॅम्प दिला.



Annexure-14

UNDERTAKING

श्री. एम. एन. बह्ला

We, Jio Digital Fibre Private Limited, having its Regd. Office located at, 101 Saffron Nr. Centre Point, Anchawal, D. Rasta, Ambawadi, Ahmedabad - 3800006 Gujrat India and Corp. Office located at, 3rd Floor, Maker Chambers IV, Nariman Point, Mumbai 400021 hereby do undertake in Reference to our ROW Application along (existing Road Wadhegaon Naka Sangola petrol pump to Wadhegaon) NH 166 from Km 287/500 to 293/500 RHS & New constructed NH 166 from Km 299/000 to Km 305/000 RHS for the total length of 12.000 Km in the state of Maharashtra.

If NHAI considers it necessary in future to move the OFC for any work of improvement or repairs to the road, it will be carried out as desired by NHAI at the cost of JDFPL (owning the OFC) within stipulated reasonable time (Not exceeding 60 days) of the intimation given.

For JDFPL

Authorized Signatory





महाराष्ट्र MAHARASHTRA

2020

XC 751121

सोलापूर अंक. 20698 दिनांक- 4/12/2020

श्री. - जिओ डिजिटल फायबर प्रा. लि. हेतु सेतोप

यांनी रु. 900/- चा जनरल स्टॅम्प मागितलेवरून अधीगरेकर
हा रुपये-100/- चा स्टॅम्प व भरतीस
रुपये- -चा स्टॅम्प दिला.



Annexure-15

श्री. एम. एन. बल्ला

UNDERTAKING

मुद्रांक विक्रेता, जिल्हाधिकारी आवार, सोलापूर.

परवाना क्र. ड.एस.टी./1990 कोड नं.-2501030

We, Jio Digital Fibre Private Limited having its Regd. Office located at, 101 Saffron Nr. Centre Point Panchwati 5 Rasta, Ambawadi, Ahmedabad - 3800006 Gujarat India and Corp. Office located at, 3rd Floor, Maker Chambers IV, Nariman Point, Mumbai 400021 hereby do undertake in Reference to our ROW Application along (existing Road Wadhegaon Naka Sangola petrol pump to Wadhegaon) NH 166 from Km 287/500 to 293/500 RHS & New constructed NH 166 from Km 299/000 to Km 305/000 RHS for the total length of 12.000 Km in the state of Maharashtra.

- Laying of OFC line will not have any deleterious effects on any of bridge components & roadway safety for traffic.
- For 6-lanning, "we do undertake that we will relocate service road/approach road/utilities at our own cost notwithstanding the permission granted within such time as well as stipulated by NHAI", for future 6-lanning or any other development.

For JDFPL

Authorized Signatory





महाराष्ट्र MAHARASHTRA

2020

XC 751118

सोलापूर अं.क्र. २०६९६ दिनांक- ५/१२/२०२०

श्री.- जिओ डिजिटल फायबर प्रा. लि. हो

यांनी रु. १००/-चा जनरल स्टॅम्प मागितलेवरून
हा रुपये- १००/- चा स्टॅम्प व भरतीस
रुपये- -चा स्टॅम्प दिला.

संतोष
अक्षिरदा



श्री. एम. एन. बल्ला

(Signature)

मुद्रांक विक्रेता, जिल्हाधिकारी आवार, सोलापूर.

Annexure-16

परवाना क्र. इ.एस.टी./१९९०. कोड नं. २५०१०३०

UNDERTAKING

We, **Jio Digital Fibre Private Limited** having its **Regd. Office** located at, 101 Saffron Nr. Centre Point Panchwati 5 Rasta, Ambawadi, Ahmedabad – 3800006 Gujrat India and **Corp. Office** located at, 3rd Floor, Maker Chambers IV, Nariman Point, Mumbai 400021 hereby do undertake in Reference to our ROW Application along (existing Road Wadhegaon Naka Sangola petrol pump to Wadhegaon) NH 166 from Km 287/500 to 293/500 RHS & New constructed NH 166 from Km 299/000 to Km 305/000 RHS for the total length of 12.000 Km in the state of Maharashtra.

We shall ensure safety of any other utility services of any other authority.

For JDFPL

Authorized Signatory





महाराष्ट्र MAHARASHTRA

2020

XC 751124

सोलापूर अं.क्र. 20622 दिनांक- 4/12/2020

श्री. - जिओ डिजिटल फायबर प्रा. लि. हले

यांनी रु. 900/- चा जनरल स्टॅम्प मागितलेवरून
हा रुपये-100/- चा स्टॅम्प व भरतीस
रुपये- -चा स्टॅम्प दिला.



श्री. एम. एन. बल्ला

Annexure 13
मुद्रांक विक्रेता, जिल्हाधिकारी आवार, सोलापूर
परवाना क्र. इ.एस.टी./1990. कोड नं-2501030.

UNDERTAKING

We, Jio Digital Fibre Private Limited having its Regd. Office located at, 101 Saffron Nr. Centre Point Panchwati 5 Rasta, Ambawadi, Ahmedabad - 3800006 Gujrat India and Corp. Office located at, 3rd Floor, Maker Chambers IV, Nariman Point, Mumbai 400021 hereby do undertake in Reference to our ROW Application along (existing Road Wadhegaon Naka Sangola petrol pump to Wadhegaon) NH 166 from Km 287/500 to 293/500 RHS & New constructed NH 166 from Km 299/000 to Km 305/000 RHS for the total length of 12.000 Km in the state of Maharashtra. that

We undertake that, cable route-markers shall be installed above the trench after the work completion to identify the cable routing to avoid accidents in the future.

For JDFPL

Authorized Signatory





महाराष्ट्र MAHARASHTRA

2020

XC 751122

सोलापूर अं.क्र. 20620 दिनांक- 4/12/2020

श्री. - जि.ओ. डिजिटल फायर प्रो. लि. को

यांनी रु. 9/- चा जनरल स्टॅम्प मागितलेवरून
हा रुपये-100/- चा स्टॅम्प व भरतीस
रुपये- -चा स्टॅम्प दिला.



Annexure-19

श्री. एम. एन. बल्ला

मुद्रांक विक्रेता, जिल्हाधिकारी आवास सोलापूर

परवाना क्र. इ.एस.टी./1990. कोड नं-2501030.

UNDERTAKING

We, **Reliance Jio Infocomm Ltd** having its **Regd. Office** located at, 2nd Floor Westend Building, Opp McDonalds, Aundh, Pune - 411 007, Maharashtra, India and **Corp. Office** located at, 3rd Floor, Maker Chambers IV, Nariman Point, Mumbai 400021 hereby do undertake in Reference to our ROW Application along (existing Road Wadhegaon Naka Sangola petrol pump to Wadhegaon) NH 166 from Km 287/500 to 293/500 RHS & New constructed NH 166 from Km 299/000 to Km 305/000 RHS for the total length of 12.000 Km in the state of Maharashtra.

1. We hereby undertake that, after laying of OFC cables as per strip plan submitted along with proposal, if ROW at any locations is not clear then we will shift the OFC cables at the desired locations as directed by Authority/NHAI in future at our risk and cost.

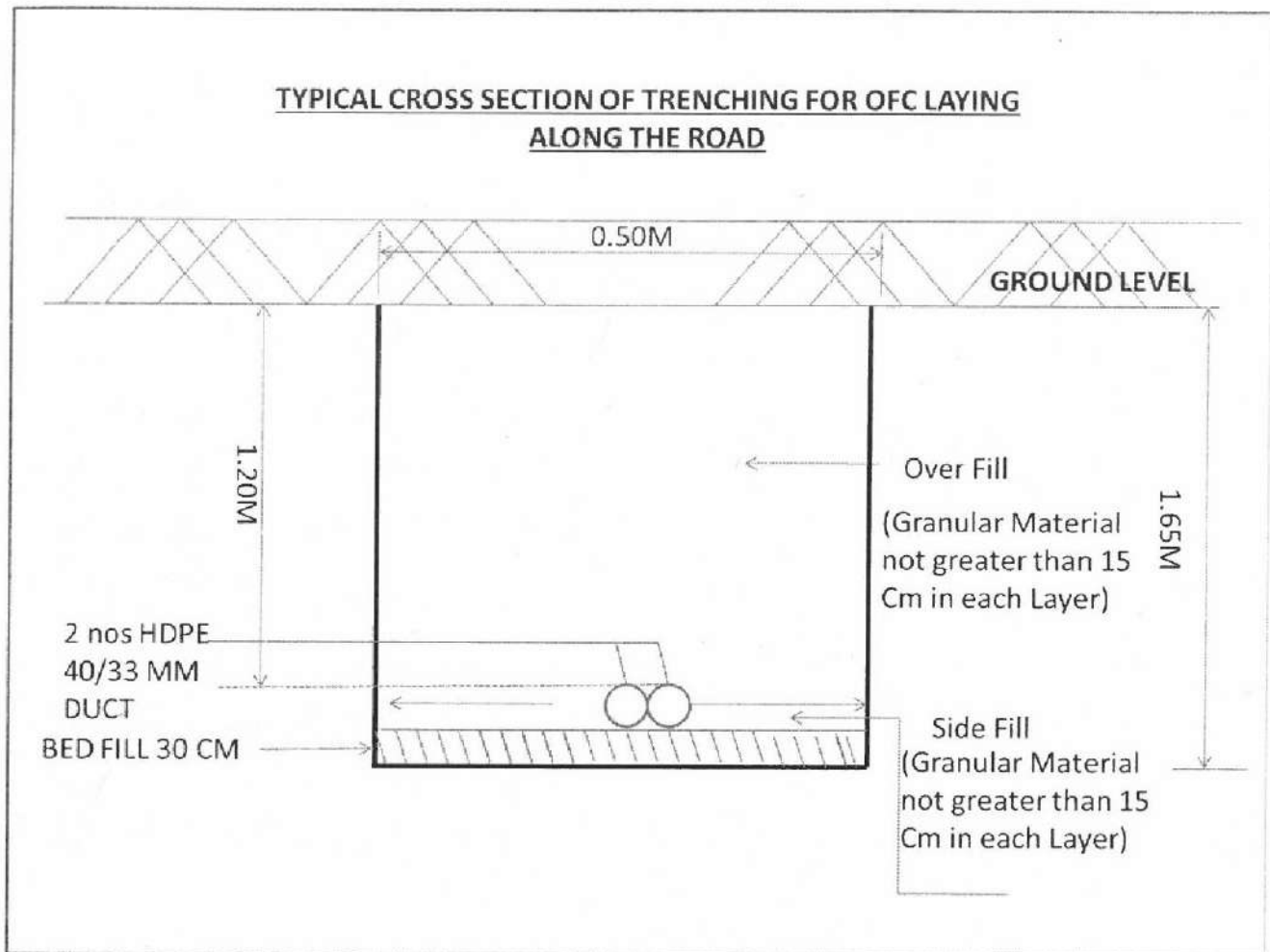
For JDFPL

Authorized Signatory



ANNEXURE NO-20

**TYPICAL CROSS SECTION OF TRENCHING FOR OFC LAYING
ALONG THE ROAD**



Annexure 21

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

Trenching Method :

Laying of Optical Fiber Cable along NH8 along the mentioned route will be done by conventional method/manual and Machine Trenching method. The dimension of the trench will be 165 cms in depth and 45 cms in width. The Cable laying work will be carried out in phased manner in such a way that after the HDPE / Protection ducts are laid for Optical Fiber Cable, the trench will be reinstated to its original surface.

Trench Filling Method:

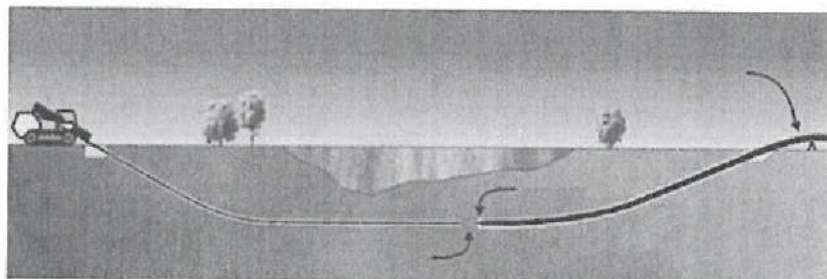
As a measure of abundant precaution against future settlement and other allied problems, only selected granular material will be used in filling reinstatement of trenches. The entire depth of cutting will be filled either with coarse sand or the excavated material, compacted in layers not exceeding 75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

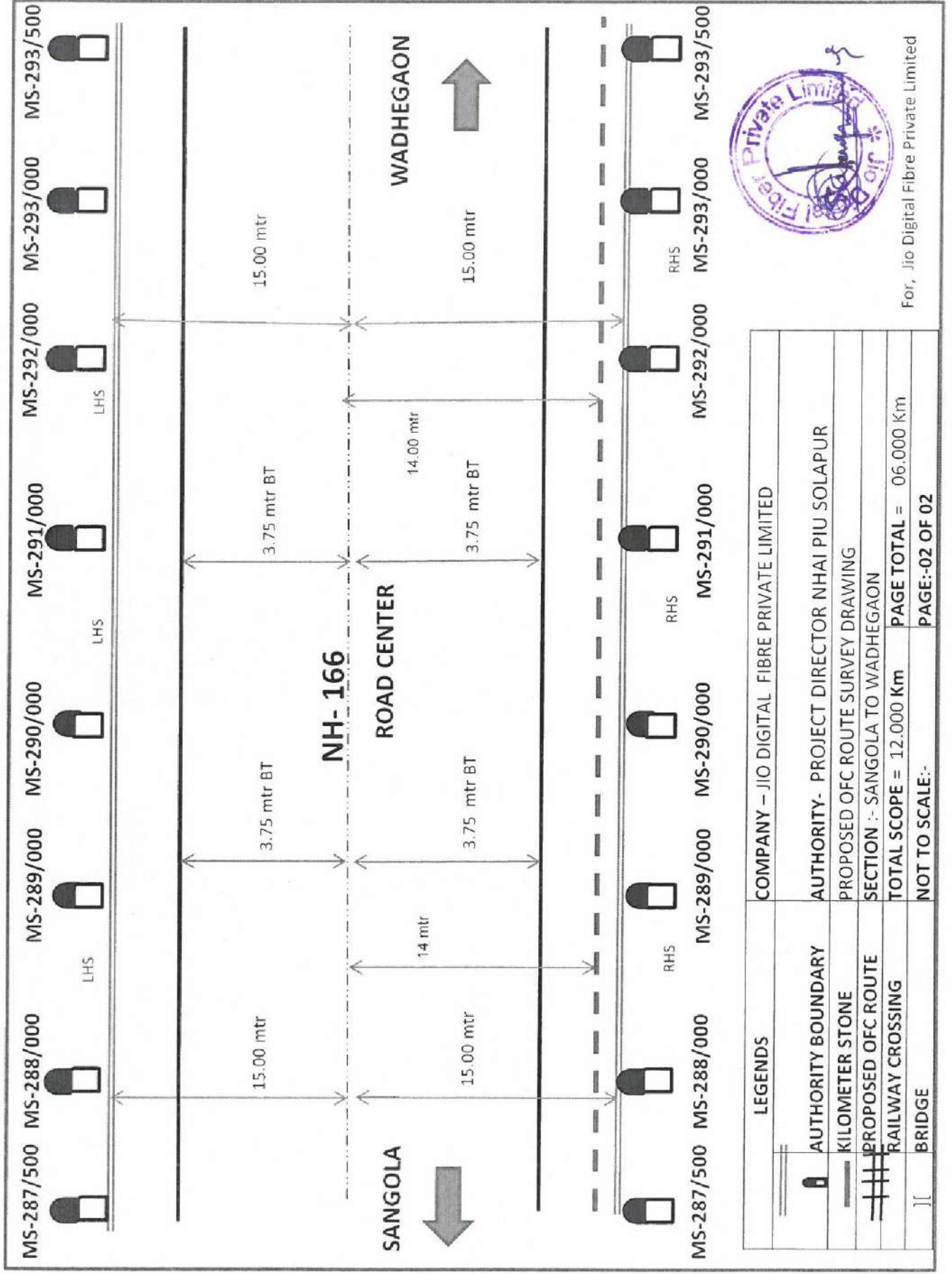
Trenchless Crossing : HDD Method

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

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

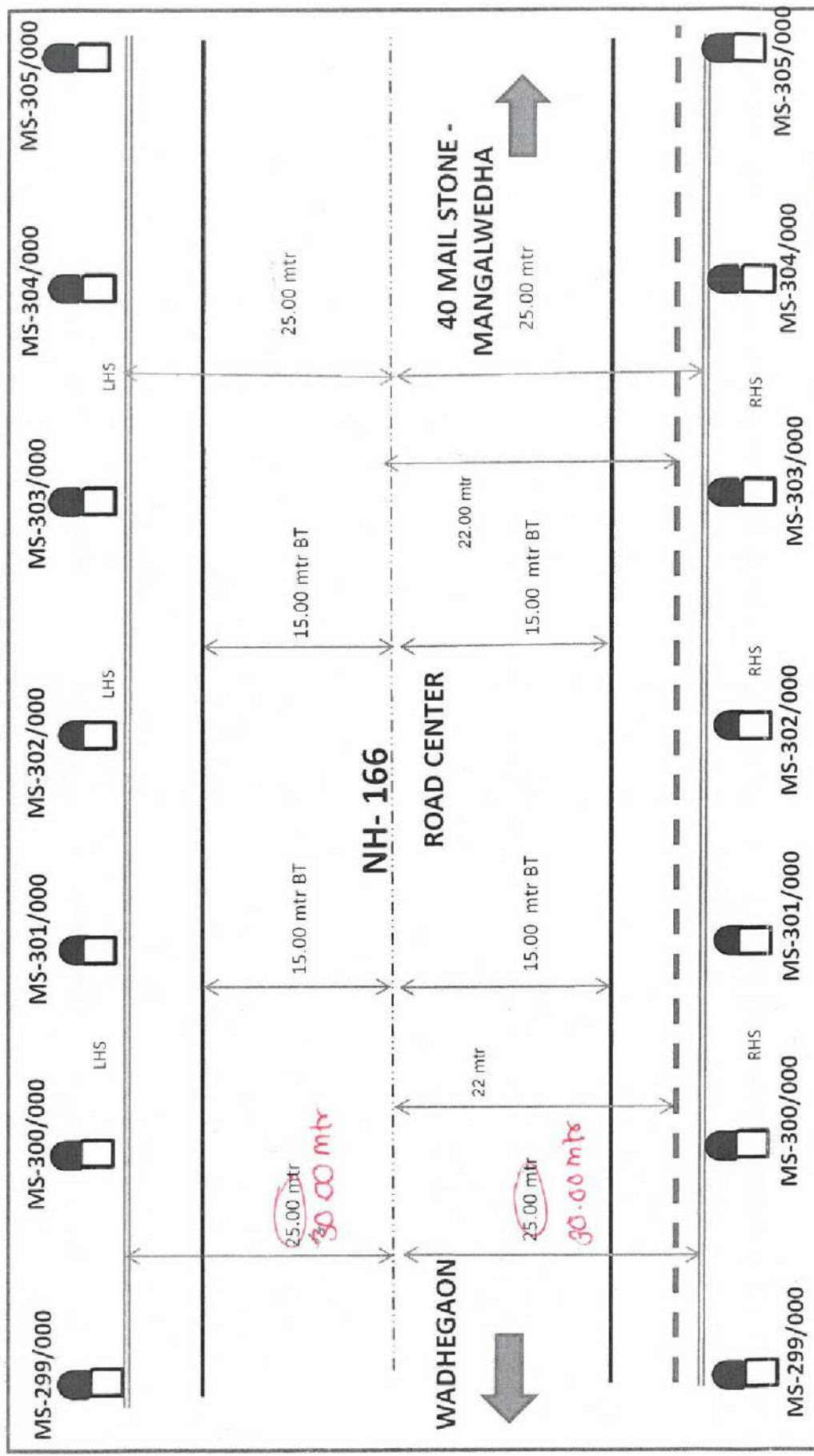
A Typical HDD Methodology is shown below:





For, Jio Digital Fibre Private Limited

LEGENDS		COMPANY – JIO DIGITAL FIBRE PRIVATE LIMITED	
	AUTHORITY BOUNDARY	AUTHORITY- PROJECT DIRECTOR NHA1 PIU SOLAPUR	
	KILOMETER STONE	PROPOSED OFC ROUTE SURVEY DRAWING	
	PROPOSED OFC ROUTE	SECTION :- SANGOLA TO WADHEGAON	
	RAILWAY CROSSING	TOTAL SCOPE = 12.000 Km	
	BRIDGE	PAGE TOTAL = 06.000 Km	
		NOT TO SCALE:-	
		PAGE:-02 OF 02	



LEGENDS	COMPANY – JIO DIGITAL FIBRE PRIVATE LIMITED
AUTHORITY BOUNDARY	AUTHORITY- PROJECT DIRECTOR NHAI PIU SOLAPUR
KILOMETER STONE	PROPOSED OFC ROUTE SURVEY DRAWING
PROPOSED OFC ROUTE	SECTION :- WADHEGAON TO 40 MAIL STON TO ANDHALGAON
RAILWAY CROSSING	TOTAL SCOPE = 12.000 Km PAGE TOTAL = 06.000 Km
BRIDGE	NOT TO SCALE:- PAGE:-01 OF 02

For, Jio Digital Fibre Private Limited

Certificate

It is certified that, the proposed permission will be entered in the register of records of the permission in the prescribed proforma (copy enclosed) issued vide Ministry's circular No. RW/NH-33044/29/2015/S&R(R) (Pt.) date 22.11.2016.

Project Director
NHAI, PIU, Solapur

Certificate

It is certified that, there is no previous approval accorded for laying of OFC to M/s Reliance Jio Infocomm Limited.

Project Director
NHAI, PIU, Nashik

NO. 10- 35 /2019-CS-III
Government of India
Ministry of Communications
Department of Telecommunications
Sanchar Bhavan, 20-Ashoka Road
New Delhi - 110001

Dated: 06.03.2019

To

M/s Jio Digital Fibre Private Limited,
3rd Floor, Maker Chambers IV,
222, Nariman Point,
Mumbai – 400021. Maharashtra

[Contact Person: K. R. Raja, Director]

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

Please find enclosed herewith the Registration Certificate No. 935 /2019 dated 06.03.2019 issued M/s JIO DIGITAL FIBRE PRIVATE LIMITED. [Registered address at :- M/s Jio Digital Fibre Private Limited, Office -101, Saffron, Nr. Centre Point, Panchwati 5 Rasta, Ambawadi, Ahmedabad – 380006 Gujarat]

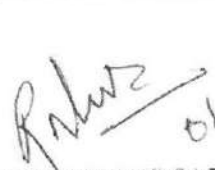
2. The following points should be noted for strict compliance by IP-I Provider:

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 LSA UNIT, a copy of agreement entered into with the licensed Telecom Service Providers within 15 days of signing such agreement.

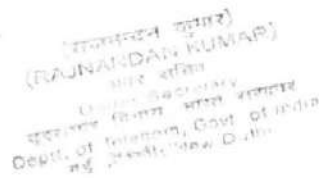
III. Any breach of the terms and conditions given in the enclosed Registration Certificate will lead to cancellation of the registration without any further notice.

Encl: As above.


(RAJNANDAN KUMAR)
UNDER SSECRETARY (CS-III)

Copy to:-

Sr. DDG (LSA), Mumbai, Maharashtra,
Telecom Enforcement, Resource & Monitoring Cell,
5th Floor, Technical Wing, Saki Vihar, Telephone Exchange,
Andheri(East), Mumbai- 400072


(RAJNANDAN KUMAR)
Under Secretary
Dept. of Telecom, Govt. of India
New Delhi

6. 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. 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

NO. 10- 35 /2019-CS-III
Government of India
Ministry of Communications
Department of Telecommunications
Sanchar Bhavan, 20-Ashoka Road
New Delhi - 110001

Dated: 06.03.2019

To

M/s Jio Digital Fibre Private Limited,
3rd Floor, Maker Chambers IV,
222, Nariman Point,
Mumbai - 400021. Maharashtra

[Contact Person: K. R. Raja, Director]

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

Please find enclosed herewith the Registration Certificate No. 935 /2019 dated 06.03.2019 issued M/s JIO DIGITAL FIBRE PRIVATE LIMITED. [Registered address at :- M/s Jio Digital Fibre Private Limited, Office -101, Saffron, Nr. Centre Point, Panchwati 5 Rasta, Ambawadi, Ahmedabad - 380006 Gujarat]

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 LSA UNIT, 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.


(RAJNANDAN KUMAR)
UNDER SSECRETARY (CS-III)

Copy to:-

Sr. DDG (LSA), Mumbai, Maharashtra,
Telecom Enforcement, Resource & Monitoring Cell,
5th Floor, Technical Wing, Saki Vihar, Telephone Exchange,
Andheri(East), Mumbai- 400072

(RAJNANDAN KUMAR)
Under Secretary
Dept. of Telecom, Govt. of India
New Delhi

6. 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. 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