भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय)

National Highways Authority of India

(Ministry of Road Transport & Highways) कार्यालय क्षेत्रीय अधिकारी, आंध्रप्रदेश क्षेत्र

Office of the Regional Officer, Andhra Pradesh Region

प्लॉट.क.२१, टीचर्स कॉलोनी, गुरुनानक नगर मार्ग, विजयवाड़ा-५२० ००८.आंध्र प्रदेश Plot No.21, Teacher's Colony, Gurunanak Nagar Road, Vijayawada-520 008. A.P.

टेली / Tele : 0866-2483910

ई-मेल / E-mail : rovijayawada@nhai.org nhairovja@gmail.com



Ref: NHAI/RO-VJA/PIU-NEL/OFC/2018/2449

Date: 23-10-2018

INVITATION OF PUBLIC COMMENTS

Sub: Granting of ROW permission for laying telecom cables OFC ducts on NH from Km. 1240/500 to 12314/360 and Km. 1323/950 to Km.1374/960 of Kolkata - Chennai section & Road crossing at Km.1241/460, Km.1256/900, Km. 1270/900, Km.1283/000, Km.1292/000, Km.1323/950, Km.1367/923, Km.1368/631 & Km.1374/960 for a length of 1250450.60 m from Throvagunta to Nellore Bit-II in the State of Andhra Pradesh - Public Comments - Reg

The Project Director, PIU - Nellore submitted a proposal of M/s. Bharti Airtel Limited, Hyderabad for laying of telecom cables/ OFC ducts along NH from Km. 1240/500 to 12314/360 and Km. 1323/950 to Km.1374/960 of Kolkata - Chennai section & Road crossing at Km.1241/460, Km.1256/900, Km. 1270/900, Km.1283/000, Km.1292/000, Km.1323/950, Km.1368/631 & Km.1374/960.

As per MORTH guidelines vide letter No. RW/NH-33044/29/2015/S&R® dated 22^{nd} November 2016, the Highway Administration will put out the application in the Public Domain for 30 days seeking claims and objections (on grounds of public inconvenience, safety and general public interest).

In view of the above, the comments of public, if any, on the above mentioned proposal is invited on below mentioned address.

Regional Officer - Vijayawada, National Highways Authority of India, Plot No.21, Teachers' Colony, Gurunanak Nagar Road, Vijayawada, Andhra Pradesh. Pin: 520 008. Email: <u>rovijayawada@nhai.org</u>

> (Anil Dixit)² Regional Officer RO - Vijayawada

कारपोरेट कार्यालय : जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली - 110 075. वेबसाइट : http://www.nhai.org Corporate Office : G-5 & 6, Sector -10, Dwaraka, New Delhi - 110 075 Website : http://www.nhai.org



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय)

National Highways Authority of India

(Ministry of Road Transport & Highways) परियोजना कार्यान्वयन ईकाई, नेल्लोर, आं.प्र. Project Implementation Unit, Nellore, A.P.

जी.एन.टी रोड, के साथ बाईपास रोड जंक्शन, वेदयापालेम, नेल्लोर-५२४ ००४, आं.प्र. Bypass Road Junction with Old GNT Road, Vedayapalem, Nellore - 524 004, A.P.



nhainel@gmail.com

: 0861-2366040

ई-मेल / E-mail : nel@nhai.org,

Dated: 05.10.2018

Ref: 500/OFC/NHAI/PIU/NELLORE/2018- 2718 2

To

The Regional Officer, National Highways Authority of India, 21, Teachers' Colony, Gurunanak Nagar Road, Vijayawada - 520 008.

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PARSIC

टेली / Tele

Sir.

NHAI, PIU, Nellore - Granting of ROW permission for laying telecom cables / Sub: OFC ducts on NH from KM. 1240/500 to 1314/360 and Km. 1323/950 to Km. Km.1374/960 of Kolkata - Chennai section & Road crossings at Km. 1241/460, Km. 1256/900, Km. 1270/900, Km. 1283/000, Km. 1292/000, Km. 1323/950, Km. 1367/923, Km. 1368/631 & KM. 1374/960 for a length of (1250450.60 m from Throvagunta to Nellore Bit-II in the state of Andhra Pradesh- Approval -Requested - Reg.

Ref:

1. M/s Airtel letter no. NH-5/OFC/Throvagunta - Nellore dated 10.09.2018s

This office letter no. 1200/NOC/NHAI/PIU/NELLORE/2018-27096, dated 17.09.2018

3. Team leader, M/s. Consulting Engineers Group Ltd. letter no. CEG/TL/T-N/NHAI/ 2018/089 dated 28.09.2018

4. M/s. ICT-SNC Lavalin (JV), Ongole letter no. ICT:NH-16: fL:4260, dated 28.09.2018

With reference to the subject cited above, it is to inform that M/s. Bharti Airtel Ltd, Hyderabad vide reference 1st cited above, has submitted a proposal to this office for Granting of ROW permission for laying telecom cables / OFC ducts on NH from KM. 1240/500 to Km. 1364/360 and to KM.1374/960 of Kolkata - Chennai section & Road crossings at Km. 1241/460, Km. 1256/900, Km. 1270/900, Km. 1283/000, Km. 1292/000, Km. 1323/950, Km. 1367//923, Km. 1368/631 & KM. 1374/960 for a length of 1250450.60 m from Throvagunta to Nellore Bit-II in the state of Andhra Pradesh and requested for approval of the same.

This office vide reference 2nd cited above, has forwarded the proposal to IE, M/s CEG, Nellore & M/s. ICT-SNC Lavalin (JV), Ongole to examine the proposal as per MoRTH guidelines and furnish necessary comments/ recommendations to this office.

M/s. CEG, Nellore vide reference 3rd cited above has recommended for approval of Competent Authority for laying OF cable as requested by the applicant

M/s. ICT-SNC Lavalin (JV) Ongole vide reference 4th cited above has recommended for approval of Competent Authority for laying OF cable as requested by the applicant

निगमित कार्यालय : जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली - 110 075, वेब सैट : http://www.nhai.org Corporate Office: Plot No. G-5 & 6, Sector - 10, Dwaraka, New Delhi - 110 075, Website: http://www.nhai.org

In this connection, the proposal submitted by M/s. Bharti Airtel Ltd, was examined and the following are furnished hereunder:

The applicant has submitted:

- (i) Checklist
- (ii) Undertaking for submission of Performance Bank Guarantee @ Rs.100/- per route meter
- (iii) Undertaking for Shifting / Relocation of O.F. Cable (as per Sl.No.5 of Check list)
- (iv) Draft license agreement regarding granting of ROW permission for laying telecom cable / O.F. Cable / ducts Plan showing proposed pipeline crossing.
- (v) Indemnity Bond.
- (vi) Draft Agreement fee of Rs. 1/-
- (vii) Key map
- (viii) Route Strip plans
- (ix) Calculations for amount to be paid to NHAI towards license fee.

As per the plan submitted, the applicant has proposed to lay the optical Fiber Cable with single line by Horizontal Directional Drilling (HDD) method in ROW within 2m utility corridor.

As per the plan submitted, the applicant has proposed to lay the single duct with Horizontal Direction Drilling (HDD) method across the Highway at 9 Road crossings at Km. 1241/450, Km. 1256/900, Km. 1270/900, Km. 1283/000, Km. 1292/000, Km. 1323/950, Km. 1367/923, Km. 1368/631 & KM. 1374/960

The bit from Km. 1273.000 to Km. 1278.000 is falling in emergency landing facility proposed location for which technical evaluation of tenders is in process at NHAI, HQ, New Delhi. Hence, the work in this bit will be taken up by Airtel authorities after completion of ELF work. However, the applicant has furnished an undertaking stating that they will remove and relocate the OFC at the edge of ROW in this proposed location of Emergency Land Facility as and when required by NHAI

Applicant submitted the typical cross sections of Optical Fiber Cable along and across the highway for HDD with methodology.

The proposal is found to be order as per MORT&H norms circular RW/NH-33044/29/2015/S&R (R), dated 22.11.2016 he proposal along with the copies of all the above mentioned documents is herewith submitted and it is recommended for approval of the Competent Authority for laying of OFC Laying of Optical Fiber Cable by M/s. Bharti Airtel Ltd from KM. 1240/500 to 1314/360 and Km. 1323/950 to Km. Km.1374/960 of Kolkata – Chennai section of NH-16 & Road crossings at Km. 1241/450, Km. 1256/900, Km. 1270/900, Km. 1283/000, Km. 1292/000, Km. 1323/950, Km. 1367/923, Km. 1368/631 & KM. 1374/960 for a length of 1250450.60 m from Throvagunta to Nellore Bit-II in the state of Andhra Pradesh at earliest please

Thanking You

Encl: As above.

Yours faithfully

(Sanjay Channa) Seroject Director PIU- Nellore (AP)

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CERTIFICATE

- Undersigned has examined the proposal of the applicant for laying of Optical Fibre Cable and confirms all the standard conditions satisfied issued Ministry Circular No.RW/NH-33044/29/2015/S&R(R) dated 22.11.2016.
- It is certified that any other location utility line would be extremely difficult and unreasonable costly and installation of utility line within RoW will not adversely affect the design, stability & traffic safety of highway nor the likely future improvement such as widening of the carriageway, easing of curve, etc.
- 3. It will be ensured that supervision of the work of laying of utility and ensured that the defects in road portion after laying of utility are corrected.
- 4. It will be notified/forfeit the Bank Guarantee for claims for damages done/ disruption in working, if any.
- 5. It will be ensured that proposed permission is entered in the register of records.
- 6. The record of previous proposal, if any, has been considered a copy of the same is herewith enclosed with the approval.

(S. S. Parihar) Site Engineer NHAI, PIU, Nellore

(Sanjay Channa) Project Director NHAI, PIU, Nellore

CHECK - LIST

Guidelines for processing the proposal for laying optical fiber cable along National Highways vested with NHAI/PWD/BRO.

Relevant Circulars

1) Ministry Circular No.RW/NH-33044/29/2015 S&R(R) dated 22.11.2016

Check list for getting approvel for laying of over head Electrical line on NH land

Check	k list for getting approvel for laying of over head Electrical line on NH land						
S.No.		Information/Status	Remarks				
1.	General Information						
1.1	Name and Address of the Applicant						
	Agency	#1-8-437,438					
		Splendid Towers, 2nd Floor,	K				
		HUDA Road, Begumpet,					
10	N	Hyderabad-500016					
1.2	National Highway Number	16 (Old NH-5)					
1.3	State	Andhra Pradesh					
1.4	Location	Throvagunta to Nellore Bit-II					
1.5	(Chaire are in IX	(LHS)					
1.5	(Chainage in Km)	Km 1240/500 to 1314/360 &					
1.6	Length in Meters	Km 1323/950 to 1374/960					
1.0	Length in Meters	1,24,870 Mtr + 580.6 Mtr (Road					
1.7	Width of available ROW	Crossings) = 1,25,450.60 Mtr					
1.7	(a) Left side from center line towards	An man Charat Attanta					
	increasing chainage/Km direction	As per Sheet Attached					
	(b) Right side from center line towards	As per Sheet Attached					
	increasing chainage/Km direction	7.6 per offect Attached					
1.8	Proposal to laying OFC cable						
	(a) Left side from center line towards	(At the edge of ROW)					
	increasing chainage/Km direction	Yes,As per Drawings attached	1				
1	(b) Right side from center line towards	-					
	increasing chainage/Km direction						
1.9	Proposal to acquire land						
	(a) Left side from center line	NA					
	(b) Right side from center line	NA					
1.10	Whether proposal is in the same side	YES					
	where land is not to be acquired		1				
4 4 4	If not then where to lay the cable	NA					
1.11	Details of already laid services, if any,	BSNL,PICG Reliance					
1.12	along the proposed route						
1	Number of existing lanes (2/4/6/8 anes)	4/6 Lanes					
		410.1					
1.10	Proposed Number of lanes (2 lane with	4/6 Lanes					



Project Director NHAI, PIU, Nellore.

	paved shoulders/4/6/8 lanes)		Т
1.14	Service road existing or not	YES	
	If yes then which side	Both sides	
	(a) Left side from center line	Both Sides	
	(b) Right side from Center line	Both sides	
1.15	Proposed Service road	Both Glado	-
	(a) Lift side from center line	NA	
	(b) Right side from center line	NA NA	
1.16	Whether proposal to laying OFC cable	After service road	
	is after the service road or between the		
	service road and main carriage way		
1.17	Whether carrying of sewage/gas/OFC		
	pipe line has been propsoed on	Yes	
	highway Bridges.	(Methodology enclosed)	
	If Yes, the mention the methodology	(Wethodology enclosed)	
4.40	proposed for the same		
1.18	Whether carrying of sewage/gas pipe	Yes	
	line has been propsoed on parapet/any	(Methodology enclosed)	
	part of the bridges.		
	If Yes, the mention the methodology proposed for the same		
.19	If crossings of the road involved	Var	
. 10	If Yes, it shall be either encased in	Yes HDD method	
	pipes or through structure or conduits	HDD Method	
	specially built for that purpose at the		
	expenses of the agency owning the		
	line.		
	a) Whether existing drainage structure	No Such Proposals	
	allowed to carry utility pipeline.	To Such Poposalo	
	b) Is it on a line normal to NH	Yes as shown in plan	_
	c) What is the distance of crossing the	More than 15 Mtr	
	utility pipelines from the existing		
	structures.		
	Crossings shall not be too near the		
	existing structures on the National		
	Highway, the minimum distance being		
	15 meter.		
	d) The casing pipe (or conduit pipe in	(NA)	
	the case of electric cable) carrying the		
	utility line shall be of steel, cast iron, or		
	reinforced cement concrete and have adequate strength and be large		
	adequate strength and be large enough to permit ready withdrawal of		
	the carrier pipe / cable.		
	Mention type of casing.		
-	e) Ends of the casing / conduit pipe /	Will be followed	
	tower foundation shall be sealed from	vviii be iollowed	



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Project Director NHAI, PIU, Neliore.

the outside, so that it does not act as a drainage path.	
drainage patri.	
f) The casing / conduit pipe should, as minimum extend from drain to drain in cuts and toe of slop toe of slope in the fills. Will be followed	
g) The top of the casing/conduit pipe / tower foundation should be at least 1.2 meter below the surface of the road subject to bring atleast 0.3 m below the drain inverts. The propsoed conduit pipe will at a depth of 1.65 Mtr.	be
h) Mention the methodology propseod for crossing of road for the proposed OFC. Crossing shall be by boring method (HDD) specially where the existing road pavement is of cement concrete or dense bituminous concrete type.	
i) The casing / Conduit pipe shall be installed with an even bearing throughout its length and in such a manner as to prevent the formation of a waterway along it. Will be followed Will be followed	
Document / drawing enclosed with the proposal Enclosed	
2.1 Cross section showing the size of the trench for open trenching method. (Is it normal sixe of 1.6m(min) deepX0.3 wide) i)Should not be greater than 60 cm wider than the outer diameter of the pipe. ii) Located as close to the extreme edge of the right-of-way as possible but not less than 15 meter from the centre-line of the nearest carriageway iii) shall not be permitted to run along the National highway when the road formation is situated in double cutting, Nor shall these be laid over the existing culverts and bridges. iv) These should be so laid that their top is atleast 0.6 meter below the ground level so as not to obstruct drainage f the road land.	
2.2 Cross section showing the size of pit Enclosed	





	T		
	and location of pipe line for HDD method.		
2.3	Strip plan / Route plan showing the OFC. chainage, width of ROW, distance of proposed, cable from the edge of ROW, important mile stone, intersections, cross drawings work etc.		
2.4	Methodology for laying of OFC	Laying methodology enclosed	-
2.4.1	Open trenching method. (May be allowed in utility corridor only where pavement is neither cement concrete nor dense bituminous concrete type.) If yes, methodology of refilling of trench.	Yes Back fill with suitable soil in each layer 150mm and compacting with hand hammer.	
	(a) The trench width should be atleast 30 cm but not more than 60cm wider than the outer diameter of the pipe.	Enclosed	
	(b) For filling of the trench, bedding shall be to a depth of 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 edged should be excavated and replaced by replaced by selected material	YES Will be followed	
	(c) The backfill shall be completed in two stages (1) side-fill to the elvel fo the top of the pipe and (ii) overfill to the bottom of the road crust.	YES Will be followed	
	d) The side fill shall consist of granular material laid in 15cm layers each consolidated by mechanical tampering 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.	YES Will be followed	
	e) The road crust on either side of the trench. Care shall be taken to avoid the formation of a dip at the trench	YES Will be followed	
	f) The excavation shall be protected by flagman, signs and barricades and red lights during night hours.	YES Will be followed	
	g) If required, a diversion shall be	NA	





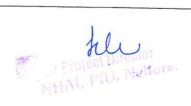
	constructed at the expense of agency		
	owning the utility line		
2.4.2	Horizontal Directional Drilling (HDD) method.	built up areas where normal trenching is not possible	
2.4.3	Methodology for laying of OFC through CD works and method of Laying. In cases where the carrying of gas pipe line on the bridge becoems inescapable.	NA Vacanta I	
3	Draft License agreement signed by two witnesses.	YES	
3.1	The License fee estimate s per Ministry's guidelines issued vide circular No. RW/NH-33044/29/2015/S&R (R) dated 22.11.2016	Enclosed	
4	Whether Performance Bank Guarnatee as Ministry's guidelines issued vide circular No. RW/NH-33044/29/2015/S&R (R) dated 22.11.2016 is obtained.	An undertaking given by the agency towards Performance Bank Guarantee as per extant norms MORTH per each crossing as demanded by NHAI/MORTH.	
4.1	Confirmation of BG has been obtained or not as per MoRTH/NHAI guidelines.	Yes	
5	Affidavit / undertaking from the Applicant for the following is to be furnished	Yes	
5.1	Undertaking for not to Damage any other utility. If damaged then to pay the losses either to NHAI or to the concerned agency.	YES,Enclosed	
5.2	Undertaking for Renewal of Bank Guarantee as and when asked by MoRTH/NHAI.	YES,Enclosed	
.3	Undertaking for Confirming all standard conditions of Ministry Circulars and NHAI's guideline	YES,Enclosed	
	Undertaking for Indemnity against all damages and claims.	YES,Enclosed	
	Undertaking for management of traffic movement during laying of utility line without hampering the traffic.	YES,Enclosed	
	Undertaking that if any claim is raised by the concessionaire/contractor then the same has to be pid by the	YES,Enclosed	



Project Director
NHAI, PIU, Nettore.

	applicant.	
5.7	Undertaking that prior apporval of the	VEO E
	NHAI shall be obtained before	
	undertaking any work of the	
	in a fall attended to the second	1
	alterations to the utility located in the	
	National Highway right of ways.	
5.8	Undertaking that expenditure, if any,	VEO 5
0.0	incurred by NHAI for repairing any	YES,Enclosed
	damage casued to the NationI Highway by the laying, maintanance or	
	shifting of the utility line will be borne	
	by the applicant agency owning the	
	line.	
5.9	Undertaking that text of the license	VEO English
0.0	deed is as per verbatim of MoRTH	YES,Enclosed
	format (issued vide Ministry's Circular	
	No. RW/NH-33044/29/2015/S&R (R)	
	dated 22.11.2016.	
5.10	Undertaing that the applicant has	NIA
	obtaind various safety clearences from	NA
	the representative authorities such as	
	Directorate of Electricity, Chief	
	controller of Explosives. Petroleum and	
	Explosive Safety organisation. OII	
	Industry Safety Direcotrate	
	State/Central Pollutino Control Board	
	and any other statutory clearence's	
	applicable. before applying to Highway	
	Administration.	
5.11	If the MoRTH/NHAI considers it	Employed
	necessary in future to move the utility	Enclosed
	line for any work fo improvement or	*
	repairs to the road it will be carried out	
	as desired by the NHAI at the cost of	
	the agency owning the utility line within	
	a reasonable time (not exceeding CO	
	a reasonable time (not exceeding 60 days) of the intimation given.	
5.12	Certificate from the applicant in the	V =
	Certificate from the applicant in the following format	Yes, Enclosed
1	i) I aving of over bood electrical line will	
	i) Laying of over head electrical line will	
	not have any deleterious effects on	
	any of the bridge components and	
	roadway safety for traffic.	
1	ii) for 6 laning "we do undertake that I	
	will relocate services road / approach	
	road / utilities at my own cost not	





	withstanding the permission granted		
	within such time as will be stipulated		
	by NHAI for future six laning or any		
	other development.		
6		Dhanati Aidaldi. ital	
0	Who will sign the agreement on behalf	Bharati Airtel Limited	
	of Laying of OFC		
	Power of Attorney to sign the	Yes	
	agreement is available or not	T CONTRACTOR MANAGEMENT	
7	The Project Director, will submit the		
	following Certificates.		
7.1		DD DILLAL II	
7.1	Certificate for confirming of all	PD, PIU-Nellore	
	standard condition issued vide Ministry		
	Circular No.NH-41 (58)/68 dated		
	31.01.1969, Ministry Circular No.		
	RW/NH-33044/29/2015/S&R (R) dated		
	22.11.2016.		
7.2	Certificate from PD in the following	DD DILL Nelleys	
1.2		PD,PIU-Nellore	
	format	E 1 . 1	
	(i) " It is certified that any other location	Enclosed	
	of the OFC line would be extremely		
	difficult and unreasonable costly and		
	the installation of Water Supply pipe		
	line within ROW will not adversely		
	affect the design, statbility & traffic		
	safety of the highway per the likely		
	safety of the highway nor the likely		
	future improvement. Such as widening		
	of the carriageway, easing of Curve		
	etc".		
	(ii) for 6-lanning	PD,PIU-Nellore	
	(a) Where feasibility is available " I do	Land to the second seco	
	certify that there will be no hindrance	Endored	
	to proposed six-lanning based on the		
	fossibilityroport considering pased on the		
	feasibilityreport considering proposed		
	structures at the said location".		
	(b) In case feasibility report is not		
	available " I do certify that sufficient		
	ROW is available at site for		
	accommodation proposed six-laning".		
	If NH section proposed to be taken up	Enclosed	
	by NHAI on BOT basis – s cause in	Enclosed	
	por O to be inserted in the	1	
	para 9 to be inserted in the agreement.	1	
	"The permitted Highway on which		
	license has been granted as a right to		
	lay cable / duct, has also been granted		27
	as a right of the way to be		
	concessional under the concession		
	agreement for up-gradation on build,		
	agreement for up-gradation on build,		



Project Director NHAI, PIU, Nelfore.

	operate and transfer basis] and therefore, the license shall honor the same".		
8.	Who will supervise the work of laying of OFCz		
	(a) On behalf of the Applicant	Bharati Airtel Limited	-
	(b) On bealf of NHAI	O&M Team, NHAI,Nellore	
9.	Who will ensure that the defects in road portion after laying of over Head electrical line are corrected and if not corrected then what action will be taken.	Town, W. W., Nonore	
	(a) On behalf of the Applicant	Bharati Airtel Limited	
	(b) On bealf of NHAI	PD, NHAI, Nellore / consultant	
11	Who will pay the claims for damages done / disruption in working of concessionalre if asked by the concessionalre	Bharati Airtel Limited	
12	A certificate from Project Director that he will enter the proposed permission in the register of records of the permission in the prescribed proforma (copy enclosed).	Yes Enclosed Annexure-III	
13	If any previous approval is accorded for laying of OFC then photocopy of register of records of permissions accorded as maintained by Project Director may be enclosed.	Yes	
Lib			

[Name, Designation and signature of the authorised representative of

applicant]

(SANJAY CHANNA)
Name, Designation and signature of

[Name, Designation and signature of concerned authority of NHAI/PWD/BRO]

Project Director NHAI, PIU, Nellore.

SPECIFICATION REPORT

Specification report to accompanying the estimate towards "License fee" for laying of Optical fibre cable by from Km 1240/500 to Km 1314/360 & Km 1323/950 to 1374/960 of NH-16 (Old NH-5) on Kolkata-Chennai section & Road Crossings at Km 1241/460, Km1256/900, Km1270/900, Km1283/000, Km1292/000, Km1323/950, Km1367/923, Km1368/631& Km1374/960 for a total length of 1,25,450.60 Mtr. from Throvagunta to Nellore Bit-II in the state of Andhra Pradesh.

The Authorized Signatory, M/s Bharati Airtel Ltd, 1-8-437,438 Splendid Towers, 2nd Floor, HUDA Road, Begumpet, Hyderabad-500016 have requested to grant permission for laying of O.F.Cable from Km 1240/500 to Km 1314/360&Km 1323/950 to 1374/960 of NH-16 (Old NH-5) on Kolkata-Chennai section & Road Crossings at Km 1241/460, Km1256/900, Km1270/900, Km1283/000, Km1292/000, Km1323/950, Km1367/923, Km1368/631& Km1374/960 for a total length of 1,25,450.60m from Throvagunta to Nellore Bit-II in the state of Andhra Pradesh.

The rate of land abutting NH/SH/ZPP/MPP obtained from the website of Registration and stamps department of Government of Andhra Pradesh is used for calculation of License fee. The list of villages falling in the proposed stretch of road with relevant, corresponding chainges and breakup of Village wise land rates are as follows.

S.No	Name of the Village	Cha	Chainage		Rate of Land abutting NH in Rs.	
		From	From to		Per Acre	Per Sq.M
1	Throvagunta	1240+500	1242+151	1651.00	55,12,000	1,363.00
2	Muktinuthalapadu	1242+151	1243+871	1720.00	27,50,000	680.00
3	Koppole	1243+871	1247+616	3745.00	33,00,000	816.00
4	Annavarappadu	1247+616	1248+941	1325.00	162,14,000	4,007.00
5	Pelluru bypass	1248+941	1251+700	2795.00	33,00,000	816.00
6	Pelluru	1251+700	1254+890	3190.00	33,00,000	816.00
7	Valluru	1254+890	1260+028	5138.00	21,00,000	519.00
8	Thurpunaidupalem	1260+028	1261+090	1062.00	16,00,000	396.00
9	Valluru kavali manyam	1261+090	1261+990	900.00	6,25,000	155.00
10	Tangutur	1261+990	1268+025	6035.00	21,00,000	519.00
11	Vaviletipadu	1268+025	1268+625	600.00	15,80,000	391.00
12	Bitragunta 1	1268+625	1272+694	4069.00	18,00,000	445.00
13	Kalikivaya	1272+694	1273+055	361.00	3,70,000	92.00
14	Mulaguntapadu	1273+055	1277+107	4052.00	23,00,000	569.00
15	Kanumalla	1277+107	1278+500	1393.00	18,00,000	445.00
16	Somarajupalli	1278+500	1280+707	2207.00	18,00,000	445.00
17	Singarayakonda	1280+707	1283+660	2953.00	18,00,000	445.00
18	Karedu	1283+660	1286+534	2874.00	18,00,000	445.00



19	Kollurupadu rajupalem	1286+534	1292+598	6064.00	23,00,000	569.00
20	Chagollu	1292+598	1296+034	3436.00	18,00,000	445.00
21	Veerepalli	1296+034	1297+499	1465.00	3,70,000	92.00
22	Mocherla (Gudlur)	1297+499	1303+571	6072.00	4,20,000	104.00
23	Chevuru (Gudlur)	1303+571	1307+889	4318.00	4,20,000	104.00
24	Rudrakota	1307+889	1311+234	3345.00	27,00,000	668.00
25	Maddurupadu	1311+234	1313+734	2500.00	27,00,000	668.00
26	Kavali bit-i	1313+734	1314+360	626.00	43,00,000	1,063.00
27	Musunuru	1000.050	1007:040	2000 00		
28		1323+950	1327+042	3092.00	32,00,000	791.00
	Gowravaram	1327+042	1332+242	5200.00	16,00,000	396.00
29	Allimadugu	1332+242	1334+442	2200.00	14,00,000	346.00
30	Kovurupalli	1334+442	1336+384	1942.00	15,00,000	371.00
31	Bogole	1336+384	1338+142	1758.00	15,00,000	371.00
32	Ulavapalla	1338+142	1341+542	3400.00	11,50,000	285.00
33	Ananthavaram	1341+542	1344+342	2800.00	11,50,000	285.00
34	K. Kavaragunta	1344+342	1348+520	4178.00	11,50,000	285.00
35	Talamanchi	1348+520	1353+642	5122.00	15,00,000	371.00
36	Bodduvaripalem	1353+642	1358+964	5322.00	15,00,000	371.00
37	Gandavaram	1358+964	1360+942	1978.00	15,00,000	371.00
38	Rajupalem	1360+942	1362+542	1600.00	15,00,000	371.00
39	Kovur	1362+542	1366+547	4005.00	18,00,000	445.00
40	Padugupadu	1366+547	1369+840	3293.00	18,00,000	445.00
41	Nellore Bit-II	1369+840	1374+960	5120.00	150,00,000	3,707.00
		Total L	ength	124870.00		
		Total Cross	ing Length	580.60		

for Bharati Airtel Ltd

Authorised Signatory

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SANJAY CHANNA

Project Director NHAI,PIU-Nellore

The land rate corresponding to the chainges is used for calculating License Fee. **LICENSE FEE CHARGES**

S.No	C	hainage	Measur	Measurements in mtrs		Quantity in	D-+-/C NA	
3.140	From	То	L	В	D	Sq.M	Rate/Sq.M	Amount in Rs.
1	1240+500	1242+151	1651.00	0.04	-	66.04	1,363.00	90,013.00
2	1242+151	1243+871	1720.00	0.04	-	68.80	680.00	46,784.00
3	1243+871	1247+616	3745.00	0.04	-	149.80	816.00	1,22,237.00
4	1247+616	1248+941	1325.00	0.04	-	53.00	4007.00	2,12,371.00
5	1248+941	1251+700	2795.00	0.04	-	111.80	816.00	91,229.00
6	1251+700	1254+890	3190.00	0.04	-	127.60	816.00	1,04,122.00
7	1254+890	1260+028	5138.00	0.04	-	205.52	519.00	1,06,665.00
8	1260+028	1261+090	1062.00	0.04	-	42.48	396.00	16,823.00
9	1261+090	1261+990	900.00	0.04	-	36.00	155.00	5,580.00
10	1261+990	1268+025	6035.00	0.04	-	241.40	519.00	1,25,287.00
11	1268+025	1268+625	600.00	0.04	-	24.00	391.00	9,384.00
12	1268+625	1272+694	4069.00	0.04	_	162.76	445.00	72,429.00
13	1272+694	1273+055	361.00	0.04	_	14.44	92.00	1,329.00
14	1273+055	1277+107	4052.00	0.04	-	162.08	569.00	92,224.00
15	1277+107	1278+500	1393.00	0.04	-	55.72	445.00	24,796.00
16	1278+500	1280+707	2207.00	0.04	-	88.28	445.00	39,285.00
17	1280+707	1283+660	2953.00	0.04	·	118.12	445.00	52,564.00
18	1283+660	1286+534	2874.00	0.04	-	114.96	445.00	51,158.00
19	1286+534	1292+598	6064.00	0.04	-	242.56	569.00	1,38,017.00
20	1292+598	1296+034	3436.00	0.04	-	137.44	445.00	61,161.00
21	1296+034	1297+499	1465.00	0.04	-	58.60	92.00	5,392.00
22	1297+499	1303+571	6072.00	0.04	-	242.88	104.00	25,260.00
23	1303+571	1307+889	4318.00	0.04	-	172.72	104.00	17,963.00
24	1307+889	1311+234	3345.00	0.04	- 7	133.80	668.00	89,379.00
25	1311+234	1313+734	2500.00	0.04	-	100.00	668.00	66,800.00
26	1313+734	1314+360	626.00	0.04	-	25.04	1063.00	26,618.00
28	1323+950	1327+042	3092.00	0.04		123.68	791.00	07 924 00
29	1327+042	1332+242	5200.00	0.04		208.00	396.00	97,831.00 82,368.00
30	1332+242	1334+442	2200.00	0.04		88.00	346.00	30,448.00
31	1334+442	1336+384	1942.00	0.04		77.68	371.00	28,820.00
32	1336+384	1338+142	1758.00	0.04	_ +	70.32	371.00	26,089.00
33	1338+142	1341+542	3400.00	0.04		136.00	285.00	38,760.00
34	1341+542	1344+342	2800.00	0.04		112.00	285.00	31,920.00
35	1344+342	1348+520	4178.00	0.04	-	167.12	285.00	47,630.00
36	1348+520	1353+642	5122.00	0.04	- 1	204.88	371.00	76,011.00
37	1353+642	1358+964	5322.00	0.04	-	212.88	371.00	78,979.00
38	1358+964	1360+942	1978.00	0.04	-	79.12	371.00	29,354.00
39	1360+942	1362+542	1600.00	0.04	-	64.00	371.00	23,744.00
40	1362+542	1366+547	4005.00	0.04	-	160.20	445.00	71,289.00

for Bharati Aixte Lt

Authorised Signatory

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SANJAY CHANNA

Project Director NHAI,PIU-Nellore

41	1366+547	1369+840	2453.00	0.04	-	98.12	445.00	43,664.00
42	1369+840	1374+960	5120.00	0.04	-	204.80	3707.00	
		Crossings						
1	1241+460	Throvagunta	84.00	0.04		3.36	1363.00	4,580.00
2	1256+900	Vallur	50.50	0.04		2.02	519.00	1,049.00
3	1270+900	Bitragunta	66.00	0.04		2.64	445.00	1,175.00
4	1283+000	Singarayakonda	66.00	0.04		2.64	445.00	1,175.00
5	1292+000	K.Rajupalem	51.60	0.04		2.06	104.00	215.00
6	1323+950	Musunuru	84.00	0.04		3.36	791.00	2,658.00
7	1367+923	Padugupadu	59.00	0.04		2.36	445.00	1,051.00
8	1368+631	Padugupadu	63.50	0.04		2.54	445.00	1,131.00
9	1374+960	Nellore Bit-II	56.00	0.04		2.24	3707.00	8,304.00
10000				The state of the s	The second second			

Total Amount

31,82,309.00

License Fee (Rs/Sq.m/Month) = =

31,82,309.00

26,520.00

License Fee for 5 Years

10X12 5X12X26520

15,91,200.00

33% of License Fee

Rs 1591200 X 339

5,25,096.00

(Rupees Five Lakhs Twenty Five Thousand ninety Six only)

PERFORMANCE OF BANK GURANTEE

S.No	Descripton	Measurment in Mtrs	Quantitity in Mtrs	Rate/Meter	Amount in Rs.
1	From Km 1240/500 to Km 1314/360	73860	73860	100/-	7386000.00
2	From Km 1323/950 to Km 1374/960	51010	51010	100/-	5101000.00
3	Crossing @ Km1241+460	84.00	84.00	100/-	8400.00
4	Crossing @Km1256+900	50.50	50.50	100/-	5050.00
5	Crosssing @ Km1270+900	66.00	66.00	100/-	6600.00
6	Crossing @ Km1283+000	66.00	66.00	100/-	6600.00
7	Crossing @Km1292+000	51.60	51.60	100/-	5160.00
8	Crossing @Km1323+950	84.00	84.00	100/-	8400.00
9	Crossing @Km1367+923	59.00	59.00	100/-	5900.00
10	Crossing @Km1368+631	63.50	63.50	100/-	6350.00
11	Crossing @Km 1374+960	56.00	56.00	100/-	5600.00
				Total	12545060.00

(One Crore Twenty Five Lakhs Forty Five Thousand Sixty Only)

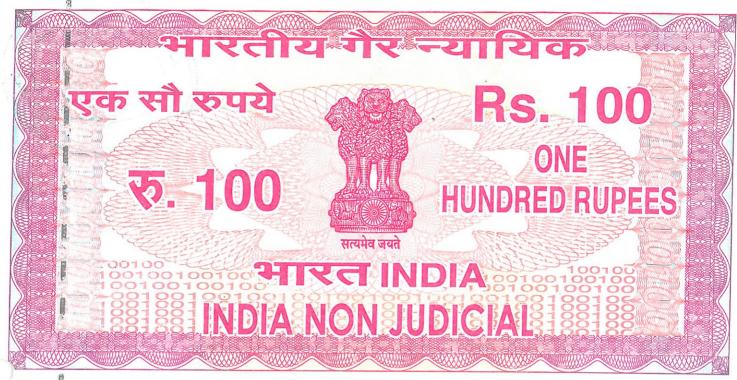
for Bharati Airtel Ltd

Authorised Signatory

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SANJAY CHANNA

Project Director NHAI,PIU-Nellore



ಆಂಧ್ರಿಏವೆ೯ आन्ध्र प्रदेश ANDHRA PRADESH

S.No 38,954.Dt.30.07.2018 Rs.100/-

Sold to: G. Rajendra Babu S/o Krishnaiah, Nellore

For Whom: Mk Bharati Airtel Limited ity dember

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Appendix

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

Agreement to lay of Telecom Cables/OFC/Ducts from Km 1240/500 to Km 1314/360&Km 1323/950 to 1374/960 of NH-16 (Old NH-5) on Kolkata-Chennai section & Road Crossings at Km 1241/460, Km1256/900, Km1270/900, Km1283/000, Km1292/000, Km1323/950, Km1367/923, Km1368/631& Km1374/960 for a total length of 1,25,450.60 Mtr from Throvagunta to Nellore Bit-II in the state of Andhra Pradesh of NH-16 Land.

This Agreement made this ______day of ______ (month) of 2018 (year), between acting in his executive capacity through (hereinafter referred to s the "Authority" which expression shall unless excluded by or repugnant to the context, including his successors in office and assigns) on the one part and M/s Bharati Airtel Limited, a company registered under the Companies Act. 1956 and having its Registered Office at #1-8-437,438 Splendid Towers, 2nd Floor, HUDA Road, Begumpet, Hyderabad-500016 (hereinafter called the "Licensee") which expression shall unless excluded by repugnant to the context, include his successors/administrator assignees on the second part.



Page No.1

Whereas the PD,NHAI,PIU-Nellore is responsible, inter-alia, for development and maintenance of lands in Km 1240/500 to Km 1314/360&Km 1323/950 to 1374/960 of NH-16 (Old NH-5)ROW.

Whereas the Licensee proposed to laying of Cables/Ducts referred to as utility services in subsequent paras.

Whereas the Licensee has applied to the Authority for permission to lay Telecom Cables/Ducts from Km 1240/500 to Km 1314/360&Km 1323/950 to 1374/960 of NH-16 (Old NH-5).

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/Licensees to be observed and performed, the Authority hereby grants to the Licensee permission to lay Telecom Cables/Ducts as per the approved drawing attached hereto subject to the following condition, 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 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 License 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 fulfillment 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 to 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 regularly 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 License 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 Telecom Cables/Ducts. 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 Telecom Cables/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. The permitted Highway on which license has been granted as a right to lay Telecom Cables/Ducts, has also been granted as a right of the way to be concessional under the concession agreement for up-gradation Kolkata-Chennai section on build, operate and transfer basis and therefore, the license shall honor the same
- 10. It is to be ensured shall 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 shall be designed in accordance with the provision of IRC and executed following the specifications of the Ministry.

- Existing drainage structure shall not be allowed to carry the lines across.
- 13. The top of the casing / conduit pipe containing the utility services to cross the mad shall be at least 12 m below the top of the sub grade or the existing ground level whichever is lower, subject to being at lease 0.3 m below the drain inverts. A typical sketch showing the clearance 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 Telecom Cables/Ducts crossing the road may be installed under the road embankment either by bring 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 neatly 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 mad crust.
 - (c) The side 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. Overall shall be compacted to the same density as the material that had been removed Consolidation by saturation or pending 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 Telecom Cables/Ducts by proper filling and compaction, so as to restore the land in to the same condition as it was before digging the trench, clearing debris / loose earth produced due to execution of trenching at least 50 m away from the edge of the right of way.
- 18. All required restoration work subsequent to laying of the cable shall be required to be undertaken by the Licensee at its cost either by itself or through its authorized



representative in consultation with the Authority as per predetermined time schedule and quality standards.

- 19. Prior to commencement of any work on the ground, a performance Bank Guarantee @ Rs. per route meter Rs., per sqm. 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 License 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 completed herein is not contemplated 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. It's 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 Telecom Cables/Ducts. In case it is so required for the purpose of improvement / widening of the road / route / highway or construction of flyover / bridge and restore the road / land to its original condition at his own cost and risk.
- 22. The Licensee shall be responsible to ascertain from the respective agency in coordination with Authority, regarding the location of other utilities / underground installations / facilities etc. The Licensee shall ensure the safety and security of already existing underground installations / utilities / facilities etc. before commencement of the excavation / using the existing cable ducts. The Licensee shall procure insurance from a reputed insurance company against damages to already existing underground installations / utilities / facilities etc.
- 23. The License shall be solely responsible / liable for full compensation / indemnification of concerned agency / aggrieved Authority for any direct, Indirect or consequential damages caused to them / claims or replacements sought for, at the



cost and risk of the Licensee. The concerned agency in coordination with Authority shall also have a right make good such damages / recover the claims by forfeiture of Bank Guarantee.

- 24. If the Licensee fails to comply with any condition to the satisfaction of the Authority, the same shall be executed by the Authority at the cost and risk of the Licensee.
- 25. Grant of License is subject to the Licensee satisfying (a) minimum disruption of traffic and (b) no damage to the highways. As far as possible, the Licensee should avoid cutting of the road for crossing highway, and other roads and try to carry out the work by trenchless technology. In case any damage is caused to the road pavement in this process, the Licensee will be required to restore the road to the original condition at its cost. If due to unavoidable reasons the road needs to be out for crossing or laying Telecom Cables/Ducts, 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 f the Licensee failing to discharge the obligation of making good of the excavated trench. I other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee.
- 26. The Licensee shall inform / give a notice to the concerned agency designated by the Authority at least 15 days in advance with route details prior to digging trenches.
- 27. Each day, the extent of digging the trenches should be strictly regulated so that a Telecom Cables/Ducts 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 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, the Telecom Cables/Ducts located in highway land / property shall be deemed to have been constructed and continued only by the consent and permission of the Authority so that the right of the Licensee to the use thereof shall 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 Telecom Cables/Ducts (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 authorized representatives of Authority to inspect the Project Facilities and to investigate any matter within their Authority, and upon reasonable notice, shall provide reasonable assistance necessary to carry out their respective duties and functions.
- 37. The Telecom Cables/Ducts 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 any thing 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 not 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 requirement 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 Telecom Cables/Ducts, 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 Telecom Cables/Ducts within 90 days and the site shall be brought back to the original condition failing which the Licensee will lose the right to remove the 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 produces 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 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 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

(Signature, name & Address with Stamp) SHRI SANJAY CHANNA

Project Director, NHAI,

PIU-Nellore, Bypass Road Junction with Old GNT Road,

Vedayapalem, Nellore-524 004, A.P.,

(Signature, name and address with Stamp)

SIGNED ON BEHALF OF M/s Bharati Airtel Limited (LICENSEE)

BY SHRI RAVI MISHRA

Authorized Signatory,

#1-8-437,438 Splendid Towers, 2nd Floor,

HUDA Road, Begumpet, Hyderabad-500016

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

IN THE PRESENCE OF WITNESSES

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