

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण National Highways Authority of India

259/1, Salem Main Road, Near KAKC Petrol Bunk, Krishnagiri (Tamil Nadu) - 635 001.

(सङ्क परिवहन एवं राजमार्ज मंत्रालय)

(Ministry of Road Transport and Highways)

परियोजन कार्याच्या इकाई । कुलातिरे Project Implementation Unit : Krishnagiri # 259/1, रोलम मेन रोड, केएवेसी पेट्रोल पम्प के पास, कृष्णानिरि (तमिलनाडु) – 635 001 Phone: 04343 234250
Fax: 04343 236208
Email: Kri@nhai.org
nhaikrishnagiri@gmail.com



No. NHAI/11013/OFC/2021/PIU-K'giri/ []26

08th September 2021

Invitation of Public Comments

Sub: NHAI, PIU, Krishnagiri - Laying of Underground OFC along the road from km.0/000 to km.4/600 (LHS) in Krishnagiri - Walajahpet section of NH-48 (Old NH-46) by M/s. Dinesh Engineers Limited - Reg.

The proposal is regarding permission for laying of Optical Fibre Cable from Krishnagiri – Walajahpet section of NH-48 (Old NH-46) along the road from km.0/000 to km.4/600 (LHS) in Krishnagiri – Walajahpet section of NH-48 (Old NH-46) by M/s. Dinesh Engineers Limited submitted to this office vide letters No.DEPL/IP-1/ROW/2021 dated 07.07.2021.

- 2. The details of the proposal is as under:
 - a) The above proposal pertains to the laying of OFC along the road from km.0/000 to km.4/600 (LHS) for a total length of 4600m by Open Trench method in Krishnagiri – Walajapet section of NH-48 (Old NH-46).
 - c) The details of ROW available along with the distance at which OFC is proposed to lay from the centerline is as follows:

SI no.	Description	Lengt h in mtrs	ROW in Meters		Distance of OFC from centerline of the Main Carriageway	
			LHS	RHS	LHS	RHS
1	Km.0/000 to Km.0/200 (LHS)	200	44.50	31.00	43.50	
2	Km.0/200 to km.0/400(LHS)	200	30.50	32.50	29.50	



	Total	4600			
23	Km.4/400 to km.4/600(LHS)	200	59.50	26.00	58.50
22	Km.4/200 to km.4/400(LHS)	200	44.00	29.00	43.00
21	Km.4/000 to km.4/200(LHS)	200	34.00	33.50	27.50
20	Km.3/800 to km.4/000(LHS)	200	28.00	34.00	27.00
19	Km.3/600 to km.3/800(LHS)	200	27.50	30.00	26.50
18	Km.3/400 to km.3/600(LHS)	200	52.00	24.50	51.00
17	Km.3/200 to km.3/400(LHS)	200	26.00	25.50	25.00
16	Km.3/000 to km.3/200(LHS)	200	31.50	27.50	30.50
15	Km.2/800 to km.3/000(LHS)	200	22.50	30.50	21.50
14	Km.2/600 to km.2/800(LHS)	200	28.50	28.50	27.50
13	km.2/400 to km.2/600(LHS)	200	32.00	27.50	31.00
12	Km.2/200 to km.2/400(LHS)	200	30.00	37.50	29.00
11	Km.2/000 to km.2/200(LHS)	200	43.00	26.50	42.00
10	Km.1/800 to km.2/000(LHS)	200	25.50	39.50	24.50
9	Km.1/600 to km.1/800(LHS)	200	22.50	21.50	33.50
8	Km.1/400 to km.1/600(LHS)	200	26.50	32.50	25.50
7	Km.1/200 to km.1/400(LHS)	200	36.50	24.50	35.50
6	km.1/000 to.km.1/200(LHS)	200	35.50	23.50	34.50
5	Km.0/800 to km.1/000(LHS)	200	32.50	25.00	31.50
4	Km.0/600 to km.0/800(LHS)	200	33.00	27.50	32.00
3	Km.0/400 to km.0/600(LHS)	200	33.50	30.00	32.50

- 3. M/s. Dinesh Engineers Limited has proposed to lay OFC along the road by open trench method. It is proposed to lay 20mm dia OFC Cable (1 nos.) along the road by open trench method encased in 40mm dia PLB pipe (2nos) duly keeping the top of the casing at 1.65 m below the top of sub grade level.
- .4. M/s. Dinesh Engineers Limited has furnished an undertaking to indemnify the concerned agency in coordination with NHAI, against all damages and claims if any, due to the digging of trenches for laying cables/ ducts. Further, the applicant has furnished undertaking that they will adopt HDD method wherever, the available width of ROW is less than 15m and undertaking not to damage other utility, if damaged then to pay the losses either to NHAI or to the concerned agency.
- As per the guidelines issued by the Ministry vide letter No.RW/NH33044/29/2015/ S&R(R) dated 22.11.2016, the proposal submitted by M/s. Dinesh Engineers Limited

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will be made available for 30 days seeking public comments/objections and the comments shall be furnished within 30 days from the day of closure of public objections.

In view of the above, comments of the public on the above proposal are invited any may be sent to the below mentioned address:

The Project Director,
National Highways Authority of India,
Project Implementation Unit,
No.259/1, Salem Main Road,
Near KAKC Petrol Bunk,
Krishnagiri (T.N) - 635 001

Yours faithfully,

(G.Athipathi) Project Director

Copy to:

- Regional Officer, NHAI, Chennai Region, Chennai for kind information.
 NHAI website.
- The NIC, New Delhi- for uploading in the Ministry's website.

OPTICAL FIBRE CABLE ROUTE DIAGRAM

SECTION

(Krishnagiri - walajahpet Section) NH - 46 Road Along the Road from Km.0/000 to 4/600 (LHS) Total Length 4600 Meters

APPLICANT:



M/s. DINESH ENGINEERS LIMITED,

Infrastructure Provider (IP-1)
DEPL House, Neighbourhood Shopping Complex,
Sector - 4, Nerul (W),
Navi Mumbai - 400 706.

The Project Director National Highway Authority of India Krishnagiri.

Dinesh Engineers Limited

Infrastructure Provider (IP-1)

Head Office:

DEPL House, Neighbourhood Shopping Complex. Sector - 4, Nerul (W), Navi Mumbai - 400 706

Tel.: 022-2770 4600 / 4700

Email: admn@depl.co.in • www.depl.co.in CIN: : U31200MH2006PLC159570

To

Date:09.08.2021

The Project Director,
Project Implementation Unit,
National Highway Authority of India,
259/1, Salem Main Road, Near KAKC Petrol Bunk,
Krishnagiri-635 001. Phone No. 04343-234250.

Sir,

Sub: Request for Permission to lay underground OFC along the road from Km 0/000 to Km 4/600 (LHS), on Krishnagiri-Walajahpet Section of NH-48 (Old NH-46)- Observations raised - Reply furnished - Re-submission of Proposal and diagram - Reg.

Ref: The Project Director, NHAI, PIU, Krishnagiri letter No. DISCUSS ON: 12.08.2021

Sir,

This is with reference to the PDs letter reference cited, in which the observations raised by the IE and Concessionaire has been received with diagram along with afore said subject proposal.

In this context, it is kindly informed that the observations raised by IE and Concessionaire have been rectified in the diagram and re-submitted revised diagram along with proposal for further process.

We shall be grateful if you could recommend our proposal at the earliest.

Thanking You Sir,

Yours faithfully,

For M/s. Dinesh Engineering Ltd.,

Authorized Signatory,

Encl: As above.

CHECK LIST FOR GETTING APPROVAL FOR LAYING OF OPTICAL FIBRE CABLES ON NH LAND

Permission for laying of Optical Fiber Cable (OFC) in NH - 46 Along the Road from Km.0/000 to 4/600(LHS) for a total length of 4.6 Kms of (Krishnagiri - walajahpet Section) by open trench Method

S. No.	Item	Information/ Status	Remarks
1.0	General Information		
1.1	Name and address of the Applicant	M/s. DINESH ENGINEERS LIMITED, Infrastructure Provider (IP-1) DEPL House, Neighbourhood Shopping Complex, Sector - 4, Nerul (W), Navi Mumbai - 400 706.	
1.2	National Highway Number	NH - 46 Road (Krishnagiri - walajahpet Section)	
1.3	State	Tamilnadu	
1.4	Location	NH - 46 Road (Krishnagiri - walajahpet Section)	
1.5	Chainage in Km.	Along the Road Km.0/000 to 4/600 (LHS)	
1.6	Length in meters	4600 Meters	
1.7	Width of available ROW		
	 a) Left side center line towards increasing chainage / km direction 	Max : 59.50Mts Min : 22.50Mts	w/
	 Right side center line towards increasing chainage / km direction 	Max:39.50.Mts Min:21.50Mts	m l
1.8	Proposals to lay the cable		
	 a) Left side from the center line of main carriageway 	Max: 58:50 MB D	Fred
	 Right side from the center line of main carriageway 	Nil b	gr/
1.9	Proposal to acquire land a) Left side from Center line b) Right side Center line	Nil	
1.10	Whether proposal is in the same side where land is not to be acquired	No	
	If not then where to lay the cable	The OFC cable shall be laid at the extreme end of ROW.	
.11	Details of already laid services, if any, along the proposed route	Nil Nil	
.12	Number of lanes (2/4/6/8 lanes) existing	6lane with Service Road	
.13	Proposed number of lanes (2 lane with paved shoulders /4/6/8 lanes)	the second to th	ar l

1.13	Proposed number of lanes (2 lane with paved shoulders /4/6/8 lanes)	The state of the state of	- Au
1.14	Services Road existing or not	Yes	0
	If yes, then which side		
	 a) Left side from center line 	Shown in the Diagram	
	 Right side from center line 	Shown in the Diagram	1
1.15	Proposed Service 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	After the service road along utility corridor at ROW edge.	
1.17	The Permission for laying OFC shall be considered for approval / rejection	Considered for approval based on the Ministries circular.	
	i)Whether the ROW is more than 45mts then the duct cable shall be laid at the edge of right of way within the utility corridor 2m width, duly keeping in view the future widening.	Yes	
	ii)Where the land is yet to be acquired for 4laning and the position of new carriageway has been decided than 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 acquire for 6-laning.	NA	
	iii)where the widening plan for 4- laning is not yet decided and available ROW is around 30m or less, a judicious decision would need be taken for permitting the laying of cable/duct. This could be within 1.5m to 2.0m of utility corridor at the edge of existing ROW, duly keeping in view the possible widening plans.	, NA	
	iv) Where the 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	



1.18	No. of applicants on the same stretch	First	
1.19	Whether the case of multiple licenses	Single license	
1.20	If so furnish a joint implementation program to lay their respective ducts within stipulated time frame.		
1.21	If crossing of the road involved, if yes it shall only be through trench-less technology		
2.0	Document / Drawings enclosed with the proposals	Yes	
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 cable for HDD method.	Yes	
2.2	Cross section showing the size of pit and location of cable for HDD method		
2.3	Strip plan/Route plan showing the OFC, Chainage, width of ROW, distance of proposed, cable form the edge of ROW, important mile stone, intersection, cross drainage works etc.	Yes, Shown in the Diagram	
2.4	Methodology for laying of OFC	7	
2.4.1	Open trenching method. If yes, Methodology of refilling of trench.	Back fill the soil excavated with Compaction @ every 300mm	
2.4.2	Horizontal Direction Drilling (HDD) method	No	
2.4.3	Laying of OFC through CD works	NA NA	
3.0	Draft License Agreement signed by two witnesses	Yes	
4.0	Performance Bank Guarantee	Would be obtained after approval of the proposals	
4.1	Performance BG as per Ministry's circularno.RW/NH/33044/29/2015/S &R(R) (Pt.) dated 22.11.2016 to be obtained @ Rs.100/- per meter length	Applicable at later date	
4.2	Confirmation of BG has been obtained as per NHAI guidelines	BG shall be submitted as per NHAI Guidelines	27
5.0	Affidavit/Undertaking from the applicant for	Yes	
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	



5.2	Renewal of Bank Guarantee	Yes, will be obtain after submission of BG.	
5.3	Conforming all standard condition of NHAI's guidelines	Yes ; Enclosed	
5.5	Shifting due to 4laning / widening of NH	Yes ; Enclosed	
5.6	Indemnity against all damages and claims as per clause (xxiv)	Yes ; Enclosed	
6.0	Power of Attorney in favour of authorized signatory	Yes ; Enclosed	
7.0	Copy of DOT license	Yes ; Enclosed	
8.0	Certificate from the Project Director	Yes	
8.1	Certificate for conforming of all standard conditions vide Ministry Circular No.RW/NH-33044/17/2000-S&R dated 29.09.2000 and NHAI's guidelines issued vide no.NHAI/OEC/2k/Vol.II dated 07.11.2000 and Ministry's circular no.RW/NH-33044/27/2000-S&R® dated 21.03.2006 and Ministry's Guidelines Lr. No. RW/NH-33044/27/2005-S&R (R) dated 21.09.2010and Ministry's circularno.RW/NH/33044/27/2005/S&R(R) (Pt.) dated 06.08.2013&RW/NH-33044/29/2015/S&R(R) (Pt.) dated 22.11.2016	Yes	
8.2	a) Where feasibility is available "I do certify that there will be no hindrance to proposed sixlaning based on the feasibility report considering proposed structures at the said location". b) In case feasibility report is not available" I do certify that sufficient ROW is available at site for accommodating proposed four-laning".	Yes ; Enclosed	
9.0	The agreement fee of Rs.1 shall be charged.	Yes	



10.0	If NH section proposed to be taken up by NHAI on BOT basis-a clause in para 17 to be inserted in the agreement. "The permitted Highway on which Licensee has been granted the right of way to the concessionaire under the concession agreement for upgradation of NH - 46 Along the Road from Km.0/000 to 4/600 (LHS) for a total length of 4.600 Kms of (Krishnagiri - walajahpet Section) on build, Operate and Transfer basis and therefore the licensee shall honour the same.	N.A
11	Who will supervise the work of laying of OFC	Consultants
12	Who will ensure that the defect in road portion after laying of OFC area be rectified and if not rectified then what action will be taken.	M/s. DINESH ENGINEERS LIMITED, Infrastructure Provider (IP-1) DEPL House, Neighbourhood Shopping Complex, Sector - 4, Nerul (W), Navi Mumbai - 400 706.
13	Who will pay the claims for damages done/disruption in working of concessionaire, if asked by the concessionaire.	M/s. DINESH ENGINEERS LIMITED, Infrastructure Provider (IP-1) DEPL House, Neighbourhood Shopping Complex, Sector - 4, Nerul (W), Navi Mumbai - 400 706.
14	A certificate from PD that he will enter the proposed permission in the register of record of the permissions in the prescribed profroma (copy enclosed) issued vied ministry circular no.RW/NH/33044/17/2000/S&R,date d23.07.2003, 06.08.2013&RW/NH33044/29/2015/S&R(R) (Pt.) dated 22.11.2016.	Enclosed



15	If any pervious approval is accorded for laying of cable then Photocopy of register of records of permissions accorded as maintained by PD (per Ministry circular no. RW/NH/33044/17/2000/S&R, dated 23.07.2003 & 06.08.2013)&RW/NH-33044/29/2015/S&R(R) (Pt.) dated 22.11.2016 as referred in para 13 above is enclosed or not	Yes	
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Project Director NHAI-PIU-Krishnagiri.



JUN 2021

HIS. Dinesh Engineers Cimited STAMP VENDOR LND. 109/84/85 HIGH COURT CAMPUS.

AGREEMENT REGARDING GRANTING OF RIGHT OF WAY PERMISSIONS

FOR LAYING UTILITY SERVICES ON NATIONAL HIGHWAYS

Agreement to lay Telecom / OFC cable /electrical cable / pipe line/ ducts etc in #NH - 46 Along the Road from Km.0/000 to 4/600 (LHS) for a total length of 4.600Kms of (Krishnagiri - Walajahpet Section) in the state of Tamil Nadu, National Highways, Krishnagiri.

__day of _____(month)____of (year) This Agreement made this ____ between ____ acting in his executive capacity through_____ (hereinafter referred to as the "Authority" which expression shall unless excluded by or repugnant to the context include his successors in office and assigns) on the one part, an #M/s. DINESH ENGINEERS LIMITED, Infrastructure Provider (IP-1), DEPL House, Neighbourhood Shopping Complex, Sector - 4, Nerul (W), Navi Mumbai a company registered under the Companies Act, 1956 and having its Registered Office at(hereinafter called the "Licensee") which expression shall Junless excluded by repugnant to the context, include his successors / administrator assignees on the second part.

Whereas the Authority is responsible, inter-alia, for development and maintenance of lands in NH - 46 Along the Road from Km.0/000 to 4/600 (LHS) for a total length of 4.600Kms of (Krishnagiri - Walajahpet Section) in the state of Tamil Nadu, National Highways, Krishnagiri.

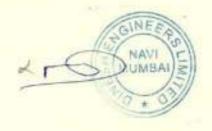
Whereas the Licensee Proposes to lay Telecom cable / OFC cable / electrical cable/Pipe line / ducts etc., referred to as utility services in subsequent paras.

Whereas the Licensee has applied to the Authority for permission to lay utility services in NH - 46 Along the Road from Km.0/000 to 4/600 (LHS) for a total length of 4.600Kms of (Krishnagiri - Walajahpet Section) in the state of Tamil Nadu, National Highways, Krishnagiri.

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

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

- Row permissions are only enabling in nature. The purpose of extending the
 way leave facility on the National Highway. Row is not for enhancing the
 scope of activity of a utility service provider, either by content or by intent.
 Further, enforceability of the permission so granted shall be restricted only
 to the extent of provisions / scope of activities defined in the license
 agreement & for the purpose for which it is granted.
- 2. No Licensee shall claim exclusive right on the Row and any subsequent user will be permitted to use the Row, either above or below, or by the side of the utilities laid by the first user, subject to technical requirements being fulfilled, Decision of the Authority in relation to fulfilment of technical 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.



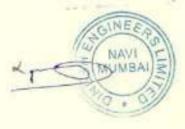
- 4. The Licensee shall pay license fees @ Rs./sq m/month to the Authority. The Licensee fee shall become payable from the date of handing over of Row land to the Licensee, for laying of utilities/ cables /conduits/pipelines for infrastructure/ service provider. As regards Tariff and Terms and conditions for providing common utility ducts along National Highways, there shall be a separate agreement regime.
- 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.
- Present policy of the MoRT&H is to provide a 2.00 m a 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 lease 0.3m below the drain inverts. A typical sketch showing the clearances is given in Attachment-I.
- 14. The utility services shall cross the National Highway preferable on a line normal to it or as nearly so as practicable.
- 15. The casing/conduit pipe for crossing the road may be installed under the road embankment either by boring or digging a trench. Installation by boring method shall be preferred.
- 16. In case of trenching, the sides of the trench should be done as nearly vertical as possible. The trench width should be at least 30cm, but not more than 60cms 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.
 - Bedding shall be to a depth not less than 30cm. 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.
 - 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.
 - iii. The side fill shall consist of granular material laid in 15cm. Layers each consolidated by mechanical tamping and controlled addition of moisture to 95% of the Proctor's Density. Overfill shall be compacted to the same density as the material that has been removed. Consolidation by saturation or ponding will not be permitted.



- iv. 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 any services etc. in case of 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 Licensee 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 authorised 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 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/and/property. Other than what is herein expressly granted. No use of NHRoW 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 coordination 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 cancellations 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 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 bought 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 condition of this agreement or their implementation shall be referred to the redress mechanism prevailing in the ministry and the decision of the redress mechanism shall be final and binding on all.
- 43. For PPP Projects, in case of any financial loss incurred by the respective project concessionaires due to such laying/shifting of utility services by the Licensee, compensation for the same shall be required to be borne by the Licensee in Mutual agreement with the respective project concessionaires. MoRT&H/NHAI/implementing authorities for the project shall not be liable to the concessionaire in any way in this regard.

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

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

SIGNED SEALED AND DELIVERED FOR AND ON BEHALF OF AUTHORITY.

BY SHRI
(Signature, name & address with stamp)
SIGNED ON BEHALF OF M/s. DINESH ENGINEERS LIMITED, INFRASTRUCTUR PROVIDER (IP-1), DEPL HOUSE, NEIGHBOURHOOD SHOPPING COMPLEX, SECTOR - 4 NERUL (W), NAVI MUMBAL (1007) 96 (LICENSEE).
BY SHRI OF MUMBAI STAMP)
HOLDER OF GENERAL POWER OF ATTORNEY DATEDEXECUTED I
PASSED BY THE BOARD OF DIRECTORS IN THE MEETING HELD ON IN THE PRESENCE OF (WITNESSES) CRamesh Srini Vasar)
B. Soul (Sachin A. Manawore)
(Jackin H. Mariano)

Al/Post - Khojewadi. Tel & Dist - Sadara.



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Annexure-V

UNDERTAKING

We, M/s. Dinesh Engineers Limited, Infrastructure Provider (IP-1), DEPL House, Neighbourhood Shopping Complex, Sector - 4, Nerul (W), Navi Mumbai - 400 706, Laying of Optical Fiber cables in NH - 46 Along the Road from Km.0/000 to 4/600 (LHS) for a total length of 4.600 Kms of (Krishnagiri - walajahpet Section) in the state of Tamil Nadu, National Highways, Krishnagiri.

We here by undertake the Standard Conditions of NHAI Guidelines:

Not to Damage to Other Utility, if damaged then to pay the losses either to NHAI or to the concerned agency: Regarding the location of other cables, underground installation/utilities etc, M/s. Dinesh Engineers Limited shall be responsible to ascertain from the respective agency in coordination with NHAI, M/s. Dinesh Engineers Limited shall ensure the safety and security of already existing cables/underground installation/utilities facilities etc. before commencement of the excavation.

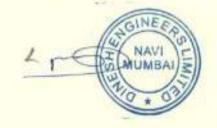


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Renewal of Bank Guarantee: M/s. Dinesh Engineers Limited shall furnish a Bank 2. Guarantee @ Rs100/- per running meter to the NHAI, for a period of one year initially (extendable if required till satisfactory completion of work) as a security for ensuring/making good the excavated trench for laying the cables/ducts by proper filling and compaction, clearing debris/loose earth produced due to execution of trenching at least 50m away from the edge of the right of way. No payment shall be payable by the NHAI to M/s. Dinesh Engineers Limited for clearing debris/loose earth. In case the work contemplated herewith is not completed to the satisfaction of the NHAI, which has granted the permission, within a period of 11 months from the date of issue of the bank guarantee, M/s. Dinesh Engineers Limited shall either furnish a fresh guarantee or extend the guarantee for a further period of one year. In case of M/s. Dinesh Engineers Limited failing to discharge the obligation of making good the excavated trench, the NHAI shall have a right to make good the damages caused by excavation, at the cost of M/s. Dinesh Engineers Limited and recover the amount by invoking the bank guarantee furnished by M/s. Dinesh Engineers Limited.

3. Confirming all standard conditions of NHAI:

- (i) The period of validity of Way permission shall be co-terminus with the validity of licensee given by the Ministry of Communications / DoT.
- (ii) The cable shall be laid at the edge of the right of way within 2mutility corridors.
- (iii) The top of the casing conduit pipe containing the cables shall be at least 1.65m below the surface of the road subject to being at least 0.3m below the drain inverts.
- (iv) The licensee has to cross the NH by horizontal drilling method (trenchless technology only). In case any damage is caused to the road pavement in this process, M/s. Dinesh Engineers Limited will be required to restore the same to the original condition at his own cost.
- (v) Existing CD works shall not be allowed for laying the OFC and shall be crossed by HDD method only.
- (vi) No trenching will be done on link road, boring method will be used in link road and cable will be laid at the extreme edge of the road in the non-BT surface only.
- (vii) The licensee shall inform/give a notice to the NHAI, Govt. of India or its authorized agency at least 15 days in advance with route details prior to



digging trenches for fresh or maintenance/repair work. A separate work plan and a separate performance Bank Guarantee @ Rs100/- per meter length for maintenance/ repair work shall have to be furnished by M/s. Dinesh Engineers Limited.

- (viii) Each day, the extent of digging the trenches should be strictly regulated so that cables are laid and trenches filled up before the close of the work that day. Filling should be completed to the satisfaction of the concerned agency designated by the NHAI.
- (ix) The Licensee shall indemnify the concerned agency in co-ordination with NHAI, against all damages and claims, if any, due to the digging of trenches for laying cables/ducts.
- (x) The NHAI has a right to terminate the permission or to extend the period of agreement. In case the M/s. Dinesh Engineers Limited wants shifting, repairs or alteration to telecom cables/ducts, he will have to furnish a separate bank guarantee.
- (xi) The Licensee shall not without prior permission in writing from the NHAI Govt. of India or its authorized agency undertake any work of shifting, repairs or alterations to the said telecom cables/ducts.
- (xii) The permission granted shall not in any way be deemed to convey to M/s. Dinesh Engineers Limited any ownership right or any interest in route/road/highway/ land/ property, other than what is herein expressly granted.
- (xiii) During the subsistence of this agreement, the laying 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 NHAI so that the right of M/s. Dinesh Engineers Limited to the use thereof shall not become absolute and indefeasible by laps of time.
- (xiv) M/s. Dinesh Engineers Limited shall bear the stamp duty charged for the agreement.
- (xv) The telecom cables shall not be brought in to use by M/s. Dinesh Engineers Limited unless a completion certificate to the effect that the laying telecom cables/ducts has been laid in accordance with the approved specifications and drawings and the trenches have been filled up to the satisfactions of the concerned agency in co-ordination with the owner has been obtained.
- (xvi) Notwithstanding anything NHAI contained herein this agreement may be cancelled at any time by the for breach of any condition of the same and the M/s. Dinesh Engineers Limited shall neither be entitled to any



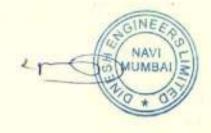
compensation for any loss caused to it by such cancellation nor shall it be absolved from any liability already incurred.

- (xvii) The licensee shall have to provide barricading, danger lighting and other necessary caution boards while executing the work and during maintenance. If NHAI is required to do some emergent work M/s. Dinesh Engineers Limited will provide an observer within 24 hours. NHAI will not be responsible for any damage of any kind by what so ever means natural or otherwise.
- (xviii) The enforceability of the Right-of Way permission granted here in shall be restricted to the extent of provisions/scope of service contained/defined in the license agreement of the License with Department of Telecommunications and for the purpose for which it is granted. Either by content or by intent, the purpose extending this Right-of Way facility is not to enhance the scope of M/s. Dinesh Engineers Limited of the department of Telecommunications.
- 4. Shifting of OFC as and when required by NHAI: M/s. Dinesh Engineers Limited shall shift the cables/ducts within 90 days (or as specified by the respective agency/owner) from the date of issue of the notice by the NHAI, Govt. of India to shift/relocate the cables/ducts, in case it is so required for the purpose of improvement/widening of the road/route/highway or construction of flyover/bridges and restore the road/land to its original condition at his own cost and risk
- 5. Shifting due to 6 lining / widening of NH: After the termination/expiry of the agreement, M/s. Dinesh Engineers Limited shall remove the cables/ducts within 90 days and the site shall be brought back to the original condition failing which the M/s. Dinesh Engineers Limited will lose the right to remove the cables/ducts. However, before taking up the work of removal of cables the M/s. Dinesh Engineers Limited shall furnish a bank guarantee to the owner for a period of one year for an amount assessed by the owner 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 right of way.
- Traffic movement during lying of OFC to be managed by the applicant: If any traffic diversion works are found necessary during the working period such diversion shall be provided at the cost of M/s. Dinesh Engineers Limited.
- 7. If any claim is raised by the concessionaire then the same has to be paid by the applicant: M/s. Dinesh Engineers Limited shall be solely responsible/ liable for full compensation/indemnification of concerned agency/aggrieved owner for any direct, indirect or consequential damage caused to them/claims or replacement sought for, at the cost and risk of M/s. Dinesh Engineers Limited.



The concerned agency in co-ordination with NHAI shall also have a right to make good such damages/recover the claims by way of invoking of Bank Guarantee furnished by M/s. Dinesh Engineers Limited of M/s. Dinesh Engineers Limited fails to comply with the condition 5 and 6 above to the satisfaction of the NHAI, the same shall be got executed by the NHAI at the risk and cost of the M/s. Dinesh Engineers Limited.

- We, M/s. Dinesh Engineers Limited, Infrastructure Provider (IP-1), DEPL 8. House, Neighbourhood Shopping Complex, Sector - 4, Nerul (W), Navi Mumbai - 400 706, hereby do undertake to furnish a Performance Bank Guarantee @100/- per meter for a period of one year initially (extendable if required till satisfactory completion of work) as a security against improper restoration of ground in terms of filling/unsatisfactory compaction/damages caused to other underground installation utility services & interference interruption, disruption of failure caused thereof to any services etc. In case, M/s. Dinesh Engineers Limited. Failing to discharge the obligation of making good the damages caused due to excavated trench, the NHAI shall have a right to make good the damages caused due to excavation at the cost of the M/s. Dinesh Engineers Limited. And recover the amount by invoking the Bank Guarantee. In case the work contemplated is not completed to the satisfaction of NHAI, which has granted the permission, within a period of 11 months from the date of issue of the Bank Guarantee, M/s. Dinesh Engineers Limited. Shall either furnish a fresh guarantee or extend the guarantee for a further period of one year.
- Not to damage to other utility, if damaged, then to pay the losses either to NHAI or to the concerned agency.
- 10. In case the work contemplated is not completed to the satisfaction of NHAI, which has granted the permission within a period of 11months from the date of issue of the Bank Guarantees, M/s. Dinesh Engineers Limited shall either furnish a fresh guarantee or extend the guarantee for a further period of one year.
- 11. We will relocate Cable lines/Utilities at our own cost, notwithstanding the permission granted within such time as will be stipulated by NHAI"for future six-lining or any other development."
- 12. We M/s. Dinesh Engineers Limited, Infrastructure Provider (IP-1), DEPL House, Neighbourhood Shopping Complex, Sector 4, Nerul (W), Navi Mumbai 400 706, hereby undertake that "The existing avenue plantation is not affect due to the present proposed OFC NH 46 Along the Road from Km.0/000 to 4/600 (LHS) for a total length of 4.6 Kms of (Krishnagiri walajahpet Section).



- 13. We M/s. Dinesh Engineers Limited, Infrastructure Provider (IP-1), DEPL House, Neighbourhood Shopping Complex, Sector 4, Nerul (W), Navi Mumbai -400 706, hereby undertake to adopt open trench method where the available width of ROW 15.00 m or more and trench less technology (HDD) where the available width of ROW is less than 15.00m.
- 14. We M/s. Dinesh Engineers Limited, Infrastructure Provider (IP-1), DEPL House, Neighbourhood Shopping Complex, Sector 4, Nerul (W), Navi Mumbai -400 706, hereby undertake that the pay the fee /rent as mentioned in the Ministry's Guidelines Lr. No. RW/NH- 33044/29/2015-S&R (R) dated 22.11.2016 as and when asked by NHAI.
- 15. We M/s. Dinesh Engineers Limited, Infrastructure Provider (IP-1), DEPL House, Neighbourhood Shopping Complex, Sector 4, Nerul (W), Navi Mumbai -400 706, hereby undertake that the HDD method will be adopted for crossings of all cross roads at grade separators, at grade junctions and wherever required and in the build up areas as per the instructions of NHAI officials.
- 16. Lr. No. RW/NH-33044/29/2015-S&R (R) dated 22.11.2016 as and when asked by NHAI. Reference Circular issued by Ministry of Road Transport & Highways, GOI, Circular No. RW/NH-33044/29/2015-S&R (R)dated 22.11.2016. Where in, the last paragraph that "The Highway Administration Rules 2004 will be modified accordingly. This circular will come in to effect from the date of notification of the modified Highway Administration Rule" So we hereby give our constent to abide by the content of this circular from the date of its notification by MORTH, GOI and agree to pay the ground rent any other charges applicable for the section as applied by us.

For M/s. Dinesh Engineers Limited,

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(Authorized Signatory)



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MK. Dinesh Engineers limited

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Limited. STAMP VENDOR, L. No. 109/B4/8F HIGH COURT CAMPUS, CHENNA!

Annexure-VI

INDEMNITY BOND

Name of Work: Laying of Optical Fiber Cable NH - 46 Along the Road from Km.0/000 to 4/600 (LHS) for a total length of 4.600 Kms of (Krishnagiri- walajahpet Section) in the state of Tamil Nadu, National Highways.

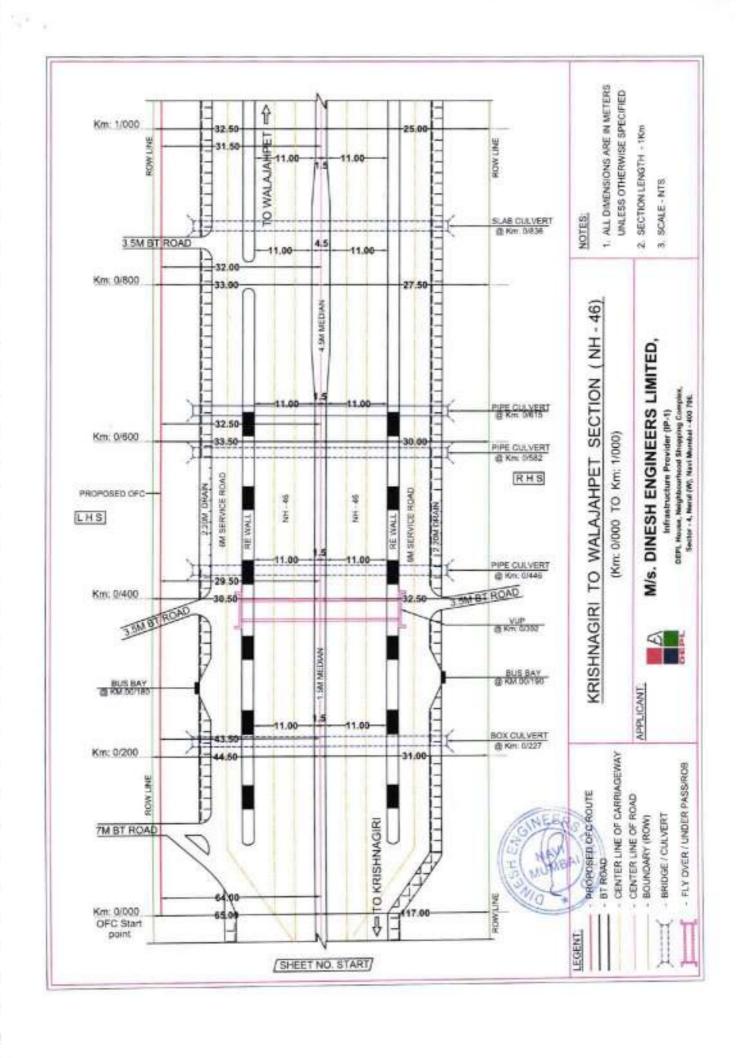
Indemnity against all damages and claims as per SI. No. 5.6 of Checklist

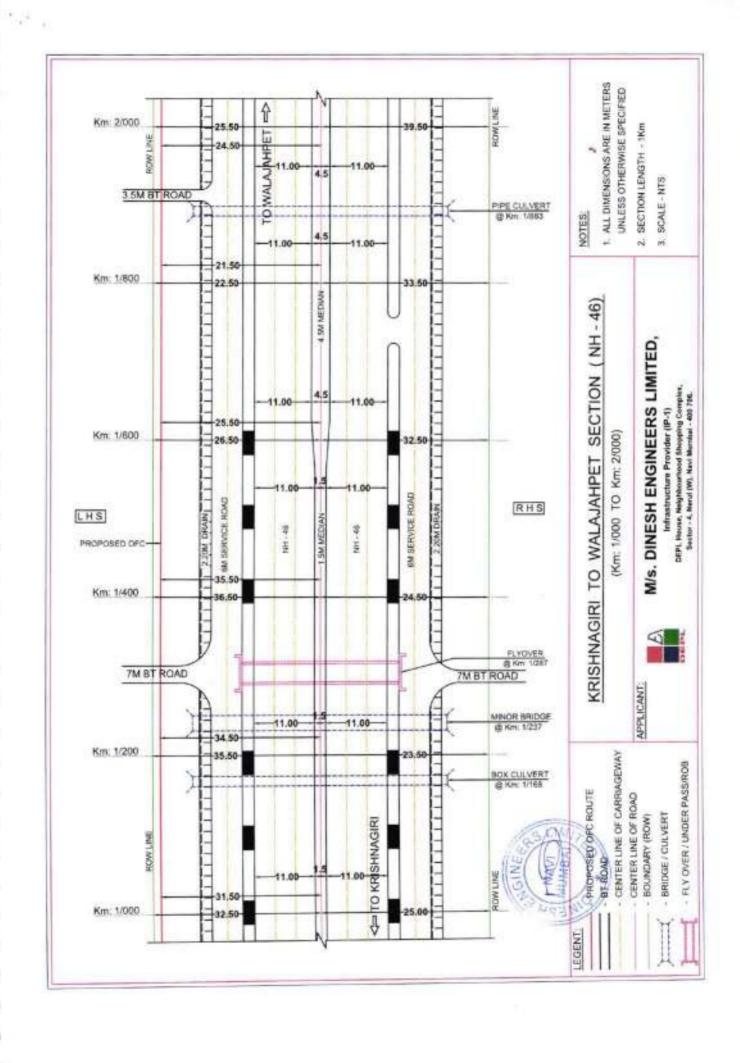
We M/s. DINESH ENGINEERS LIMITED, Infrastructure Provider (IP-1), DEPL House, Neighbourhood Shopping Complex, Sector - 4, Nerul (W), Navi Mumbai - 400 706, do hereby indemnify Project Director, National Highways Authority of India, Project Implementation Unit, binding ourselves to pay all the losses and claims in respect of laying of optical fiber cable NH - 46 Along the Road from Km.0/000 to 4/600 (LHS) for a total length of 4.600 Kms of (Krishnagiri - walajahpet Section) in the state of Tamil Nadu, or maintenance thereof and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof in relation there to. Failing such payments of claims in the above work we abide in accepting for recovery of such claims affected from any of our assets.

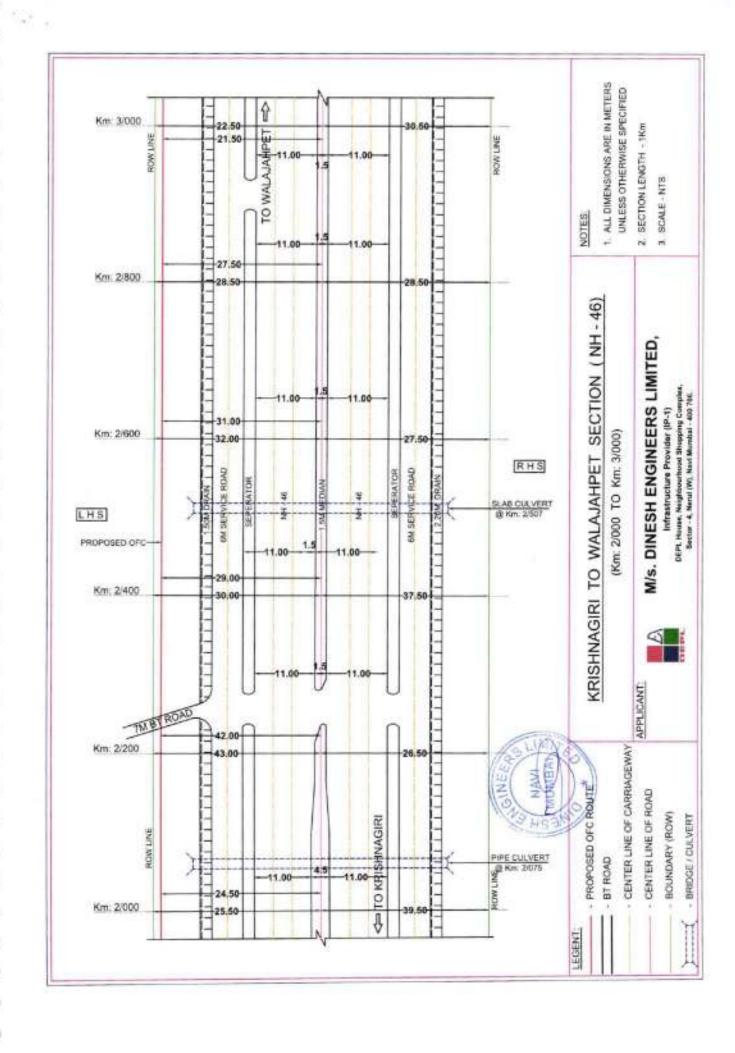
For M/s. DINESH ENGINEERS LIMITED,

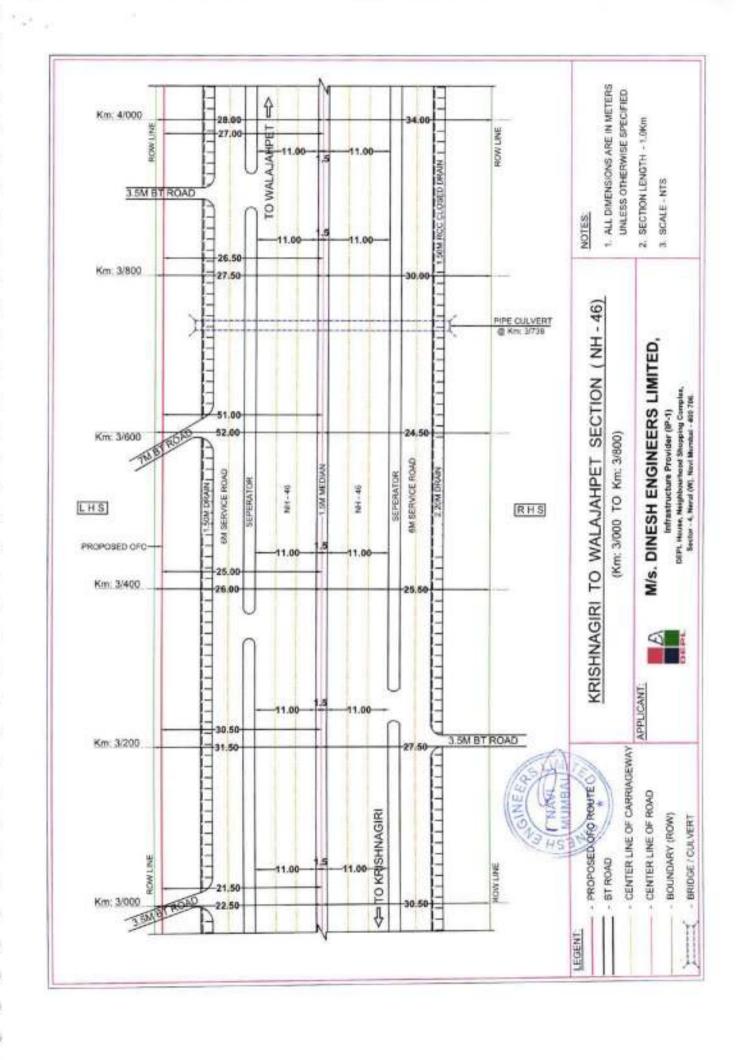
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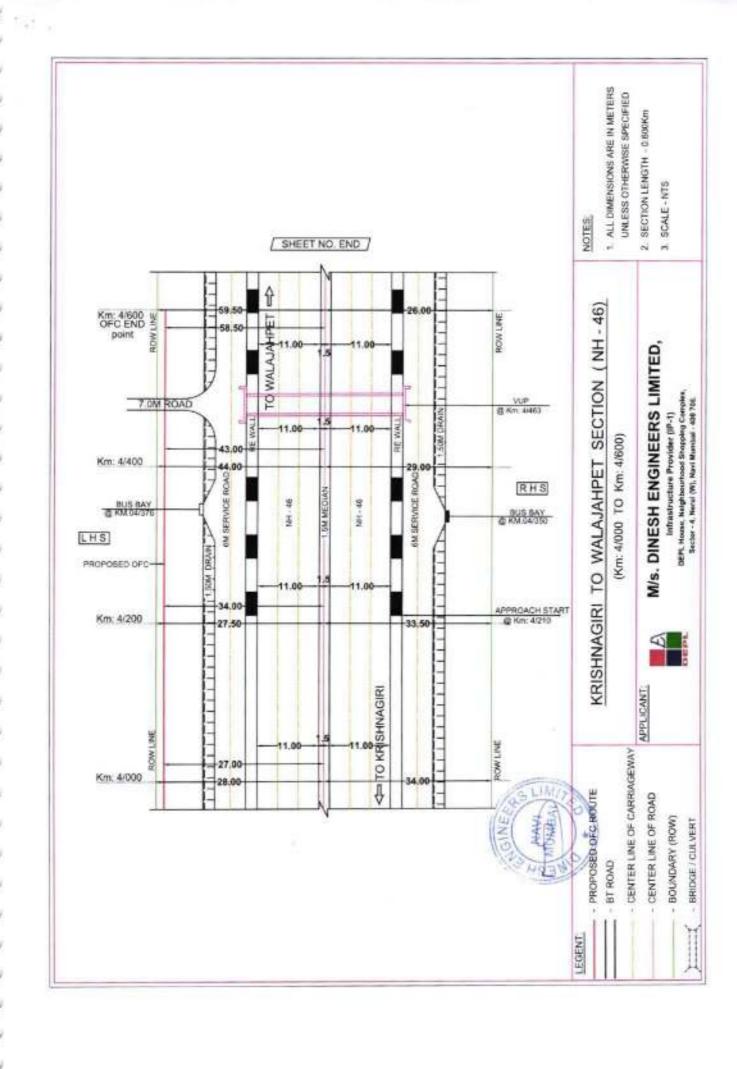
Authorized Signatory

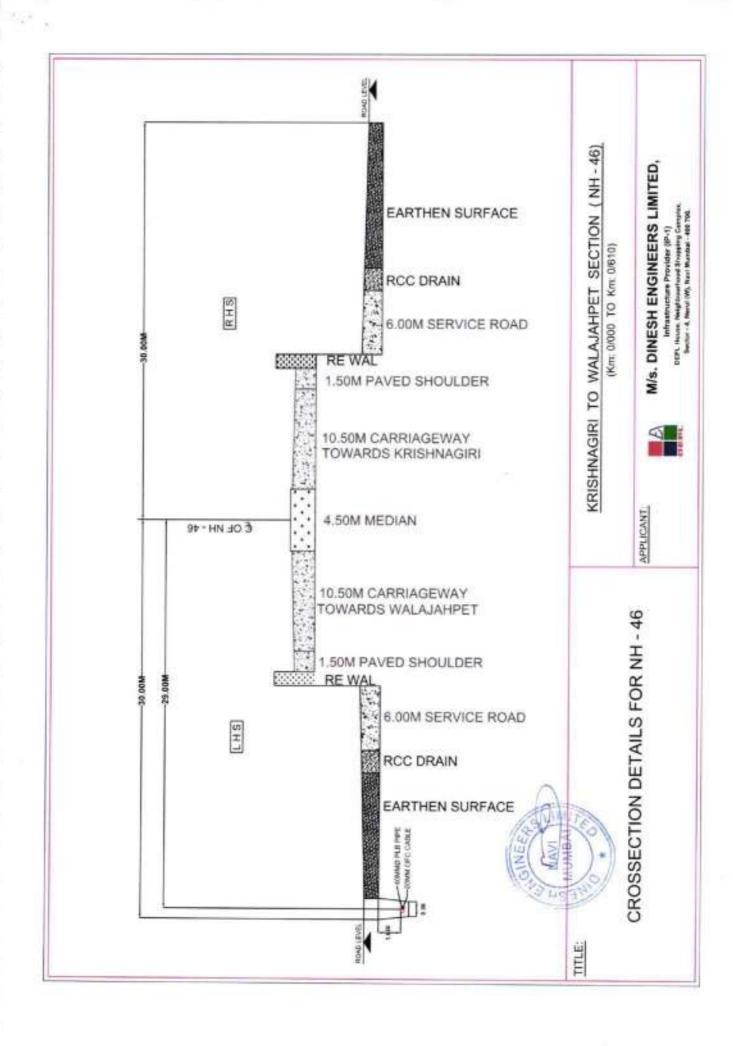


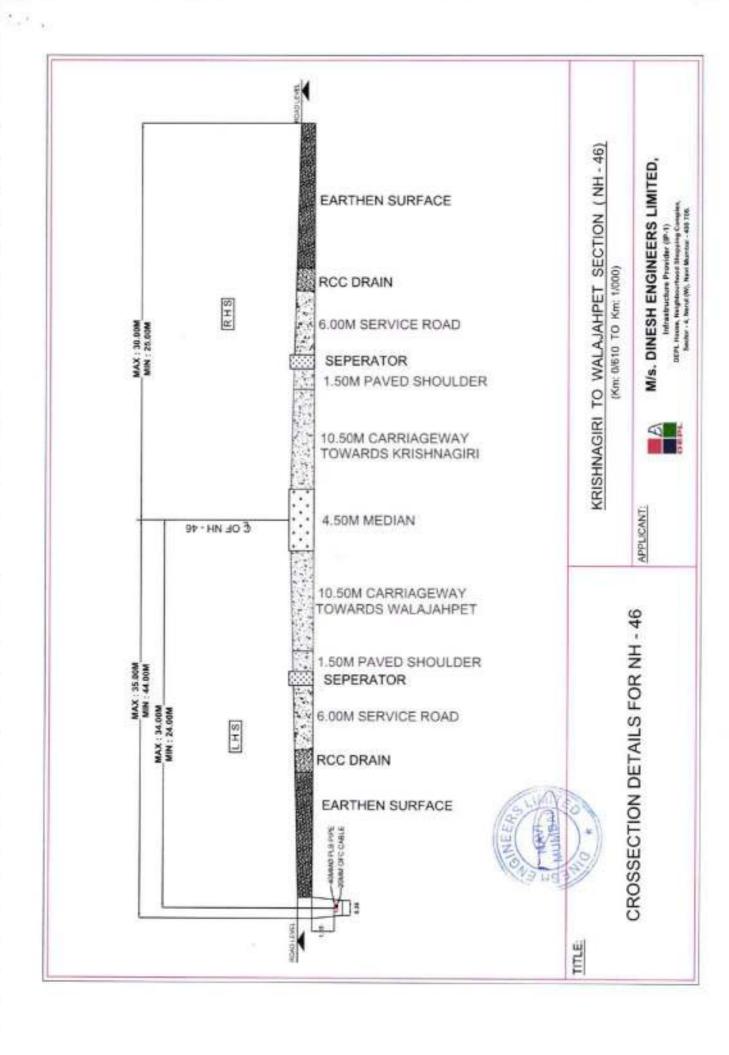


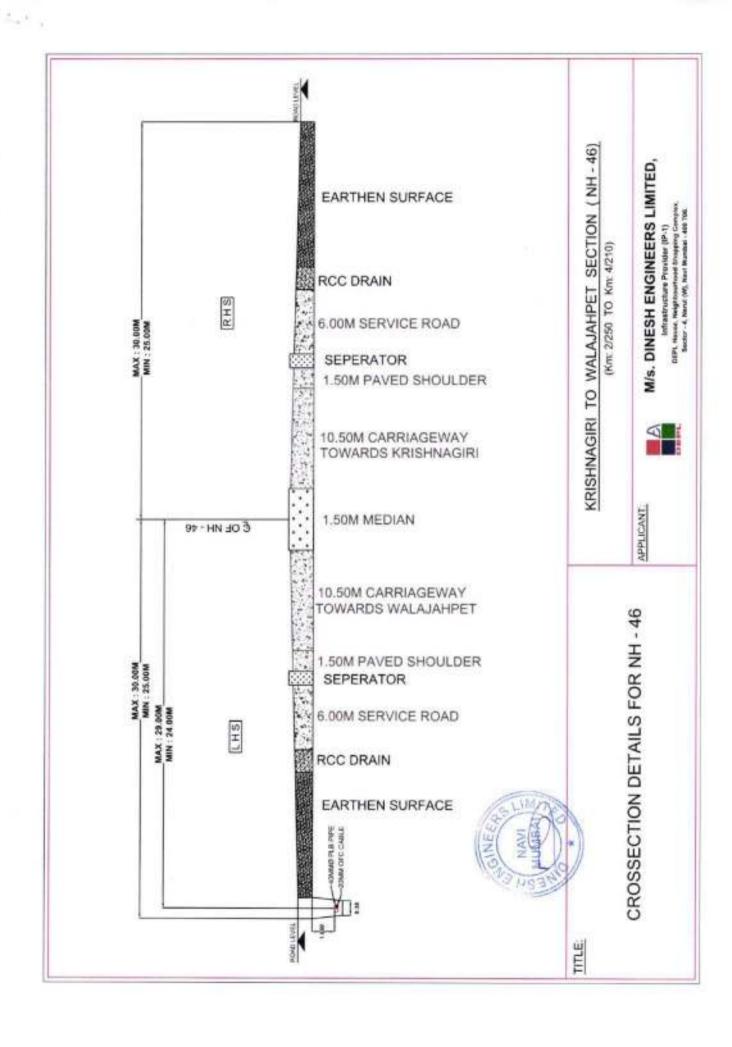


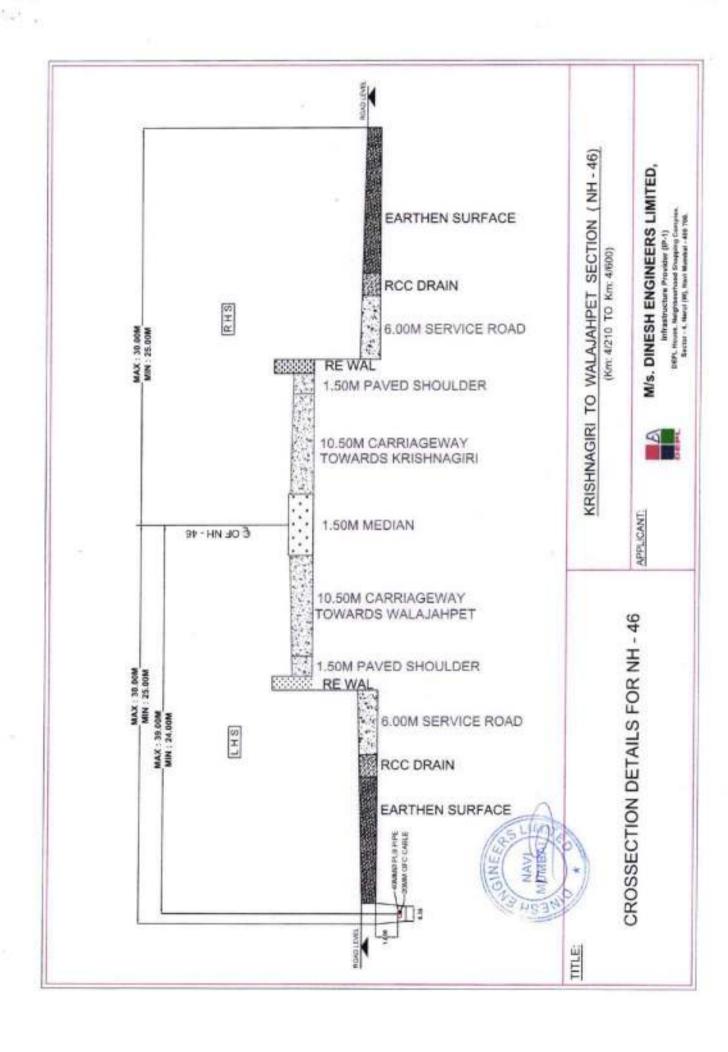












M/s. DINESH ENGINEERS LIMITED, ENCLOSURE TO MINISTRY OF ROAD TRANSPORT & HIGHWAYS LETTER NO.RW/NH-33044/29/2015/S&R(R)(Pt). DATED 22.11.2016 DEPL House, Neighbourhood Shopping Complex, Sector - 4, Nerul (W), Navi Mumbai - 400 706. LAYERS NOT GREATER AYERS NOT GREATER GRANULAR MATERIAL 15CM IN EACH LAYER) (GRANULAR MATERIAL **15CM IN EACH LAYER)** Infrastructure Provider (IP-1) 20MM OFC CABLE 40MM PLB PIPE OVER FILL SIDE FILL 150MM APPLICANT 1650MM 300 MM 380MM **500MM** PLACE WHERE THE DISTANCE FROM THE CARRIAGE 150MM LEVEL OF CARRIAGE WAY IS MORE THAN 15M ALONG THE ROAD (TRENCH METHOD) & FIGURE - INSTALLATION OF CABLE FOR BOULDERS AND PEBBLES) GRANULAR MATERIAL FREE FROM LUMPS. TO NE SIDE FILL TITLE