

भारतीय राष्टीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय, भारत सरकार)

National Highways Authority of India

(Ministry of Road Transport and Highways, Government of India)

परियोजना कार्यान्वयन इकाई : कृष्णागिरी

Project Implementation Unit: Krishnagiri

259/1, सेलम मेन रोड़, केएकेसी पेट्रोल बंक के पास, कृष्णागिरी (तमिलनाड़) - 635 001.

259/1, Salem Main Road, Near KAKC Petrol Bunk, Krishnagiri (Tamil Nadu) - 635 001. टेलीफोन / Tel: 04343 234250

इंमेल / Email : nhaikrishnagiri@gmail.com,

फैक्स / Fax: 04343 236208 kri@nhai.org

वेब : www.nhai.govt.in

No. NHAI/11013/OFC/2021/PIU-K'giri/ 1763

13th December 2021

Invitation of Public Comments

Sub: NHAI, PIU, Krishnagiri - Laying of Underground OFC along the road from km.2/800 to km.6/000 (LHS&RHS) crossing at km.3/000, km.3/560,km.5/540, km.5/545, km.5/550 & km.6/000 on Krishnagiri - Walajahpet section of NH-48 (Old NH-46) by M/s. Jio Digital Fibre Pvt Ltd., - Reg.

The proposal is regarding permission for laying of Optical Fibre Cable along the road from km.2/800 to km.6/000 (LHS&RHS) crossing at km.3/000, km.3/560,km.5/540, km.5/545, km.5/550 & km.6/000 on Krishnagiri - Walajahpet section of NH-48 (Old NH-46) by M/s. Jio Digital Fibre Pvt Ltd submitted to this office on 07.12.2021.

- 2. The details of the proposal is as under:
 - c) The above proposal pertains to the laying of OFC existing chainage along the road from km.2/800 to km.6/000 (LHS&RHS) for a total length of 6400m by Open Trench method and 6nos of road crossings at km.3/000, km.3/560,km.5/540, km.5/545, km.5/550 & km.6/000 by HDD Method in Krishnagiri - Walajahpet section of NH-48 (Old NH-46).
 - d) 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	Leng th in mtrs	ROW in Meters		Distance of OFC from centerline of the Main Carriageway	
A1 4			LHS	RHS	LHS	RHS
Along t	he road					
1	Km.2/800 to Km.3/000(LHS & RHS)	400	21.46	29.44	20.46	28.44
2	Km.3/000 to km.3/200 (LHS & RHS)	400	30.42	27.25	29.42	26.25
. 3	Km.3/200 to km.3/400(LHS & RHS)	400	26.91	25.53	25.23	24.53
4	Km.3/400 to km.3/560(LHS & RHS)	320	26.91	24.95	25.91	23.95
5	Km.3/560 to km.3/600 (LHS & RHS)	80	52.00	24.46	51.00	23.46
6	Km.3/600 to km.3/800(LHS & RHS)	400	26.51	30.00	25.51	29.00
7	Km.3/800 to km.4/000(LHS & RHS)	400	28.10	33.80	27.10	32.80

G:\KRISHNAN -2\Access Permission\OFC\PIU to CGM(T) & RO for approval 3.docx

कॉर्पोरेट कार्यालय: जी-5 और 6, सेक्टर -10, दवारका, नई दिल्ली - 110 075 फोन: 011 - 25074100 वेबसाइट: www.nhai.gov.in Corp. Office: G-5 & 6, Sector - 10, Dwarka, New Delhi - 110 075. Ph: 011 - 25074100 website: www.nhai.gov.in

8	Km.4/000 to km.4/200(LHS & RHS)	400	27.68	33.63	26.68	32.63
9	Km.4/200 to km.4/400(LHS & RHS)	400	43.90	27.03	42.90	26.03
10	Km.4/400 to km.4/600(LHS & RHS)	400	44.65	26.68	43.65	25.68
11	Km.4/600 to km.4/800(LHS & RHS)	400	32.30	31.55	31.30	30.55
12	Km.4/800 to km.5/000(LHS & RHS)	400	30.10	28.88	29.10	27.88
13	Km.5/000 to km.5/200(LHS & RHS)	400	26.70	29.55	25.70	28.55
14	Km.5/200 to km.5/400(LHS & RHS)	400	22.26	37.30	21.26	36.30
15	Km.5/400 to km.5/600(LHS & RHS)	400	29.53	29.88	28.53	28.88
16	Km.5/600 to km.5/800(LHS & RHS)	400	30.01	28.95	29.01	27.95
17	Km.5/800 to km6/000(LHS & RHS)	400	30.15	28.02	29.15	27.02
1 2 3 6 3	Total	6400				COLUMN SACRETA
Road c	rossings at km.3/000, km.3/560,km.5/54	40, km.5	5/545, km	.5/550 & F	cm.6/000	

- 3. M/s. Jio Digital Fibre Pvt Ltd 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. Further, the applicant has proposed to lay the 20mm OFC cable (1nos) across NH by HDD method, encased in 40mm PLB pipe(2nos), which in turn encased in 150mm RCC pipe duly keeping the top of the casing pipe at a depth of 1.65m below the top of sub grade level.
- .4. M/s. Jio Digital Fibre Pvt Ltd 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. Further, the applicant has furnished undertaking that the HDD method will be adopted for crossing of road at grade separators at grade junction and wherever required and in the built up areas as per the instruction of NHAI officials.
- 5. 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. Jio Digital Fibre Pvt Ltd 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.

By Show

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,

Project Director

Copy to:

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



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण National Highways Authority of India

(सड़क परिवहन एवं राजमार्ग मंत्रालय)

(Ministry of Road Transport and Highways)

परियोजना कार्यान्वयन इकाई : कृश्णागिरि

Project Implementation Unit : Krishnagiri

259/1, सेलम मेन रोड, केएकेसी पेट्रोल पम्प के पास, कृष्णागिरि (तमिलनाडु) - 635 001 # 259/1, Salem Main Road, Near KAKC Petrol Bunk, Krishnagiri (Tamil Nadu) - 635 001.

No. NHAI/11013/OFC/2021/PIU-K'giri/ 1750

09th December 2021

Phone: 04343 234250 Fax: 04343 236208

Email: Kri@nhai.org nhaikrishnagiri@gmail.com

BHARATMALA

The Project Head, M/s Krishnagiri Walajahpet Toll way Ltd, Office & Toll Plaza at Km.98/520, NH-46, Pallikonda Village – 635 809. Vellore District.

The Team Leader, M/s. L N Malviya Infra Projects Pvt Ltd., Plot No.33, Sundara Vinayagar Koil Street, Ambur – 635 802. Thirupattur District

Sir,

Sub: NHAI, PIU-Krishnagiri – M/s. Jio Digital Fibre Pvt Ltd., requested for permission to lay underground OFC along the road from km.2/800 to km.6/000 (LHS&RHS) crossing at km.3/000, km.3/560,km.5/540, km.5/545, km.5/550 & km.6/000 on Krishnagiri – Walajahpet section of NH-48 (Old NH-46) – Comments requested - Reg.

Ref: M/s. Jio Digital Fibre Pvt Ltd proposal received on 07.12.2021.

Please find enclosed herewith proposal of M/s. Jio Digital Fibre Pvt Ltd request for permission to lay underground OFC along the road from km.2/800 to km.6/000 (LHS&RHS) crossing at km.3/000, km.3/560,km.5/540, km.5/545, km.5/550 & km.6/000 on Krishnagiri – Walajahpet section of NH-48 (Old NH-46) on Krishnagiri – Walajahpet section of NH-48 (Old NH-46). It is requested to examine the proposal as per guidelines of MoRT&H circular No. RW-NH-33044/29/2015-S&R (R) Dated 22.11.2016 and submit the detailed report along with recommendations. The original proposal may also be returned to PIU at the earliest for taking further necessary action.

Yours faithfully,

Encl: As above.

(S.Athipathi) Project Director

JIO DIGITAL FIBRE PRIVATE LIMITED

CIN: U64200GJ2018PTC105652

JDFPL/OFC/ROW/NHAI/NH-46/02

06.12.2021

To.

The Project Director, NHAI, PIU – Krishnagiri. Krishnagiri – District.

Sub: Remarks attended and resubmission of proposal regarding NH-46 (Krishnagiri – Walajapet Section) along the road from Km.2/800 to Km.6/000 (LHS & RHS) Crossing at Km.3/000, Km.3/560, Km.5/540, Km.5/545, Km.5/550 & Km.6/000.

Ref: (1) Your Office Letter No.: NHAI/11013/OFC/OFC/2021/PIU-KGRI/936. Dated: 14-08-2021

Dear Sir,

With reference to the above vide letter numbers NHAI/11013/OFC/OFC/2021/PIU-KGRI/936, Dated: 14-08-2021, we here with resubmitting the proposal with the corrections attended as per the observations made by the Independent Engineer at NH-46 (Krishnagiri – Walajapet Section) along the road from Km.2/800 to Km.6/000 (LHS & RHS) Crossing at Km.3/000, Km.3/560, Km.5/540, Km.5/545, Km.5/550 & Km.6/000.

We request your kind good self to issue the necessary demand note and do the needful.

Thanking you.

Yours Sincerely,

For Jio Digital Fiber Private Ltd,

Authorized Signatory

Enclosures: 5 Booklets.-

Dy. No.	5039
Date.	07/12/21
PD	
Mgr (T)	
M (F & A)	

OPTICAL FIBRE CABLE ROUTE DIAGRAM

SECTION

NH - 46 Road (Krishnagiri – Walajapet Section)
Along the road from Km.2/800 to Km.6/000 (LHS & RHS)
Acrossing @ Km.3/000, Km.3/560, Km.5/540, Km.5/545,
Km.5/550 & Km.6/000
Length of 6400 meters.

Applicant:



M/s. Jio Digital Fibre Private Limited,

89, Dr.Radhakrishnan Salai, Mylapore, Chennai – 600 004. Tamilnadu, India.

> The Project Director National Highway Authority of India Krishnagiri.



JIO DIGITAL FIBRE PRIVATE LIMITED

89, Dr.Radhakrishnan Salai, Mylapore, Chennai 600 004 - Ph: 044-43320585

To

The Project Director, National Highway authority of India, Krishnagiri, Tamilnadu.

Sir,

Sub: Request for permission to lay underground **Optical Fibre Cable** (OFC) on NH - 46 Road (Krishnagiri – Walajapet Section) along the road from Km.2/800 to Km.6/000 (LHS & RHS) crossing @ Km.3/000, Km.3/560, Km.5/540, Km.5/545, Km.5/550 & Km.6/000 in the state of Tamil Nadu, National Highways, Krishnagiri.

We M/s. Jio Digital Fibre Private Limited are a premium Internet service provider holding a category "A" License, National Long Distance License and telecommunication, Government of India, offering wireless broadband and other value added services throughout India.

Currently M/s. Jio Digital Fibre Private Limited is gearing for expansion of its service strength in Tamilnadu. In this regard we propose to lay Optical Fibre Cable for a length of 6400 meters in NH - 46 Road (Krishnagiri – Walajapet Section) along the road from Km.2/800 to Km.6/000 (LHS & RHS) crossing @ Km.3/000, Km.3/560, Km.5/540, Km.5/545, Km.5/550 & Km.6/000which comes under the jurisdiction of National Highways, Krishnagiri, the copy of D.O.T along with location drawings in triplicate enclosed.

We kindly request your good self to give us permission to lay OFC, covering a length of **6400 meters** as per the drawing enclosed. We will do the trenching as per the guidelines and remit the applicable charges on receipt of your demand note. We assure you that utmost care will be taken wile laying our duct, of cable and the road surfaces will be restored immediately as specified by the National Highways.

Thanking you,

Yours truly,

For M/s. Jio Digital Fibre Private Limited

Authorized signatory

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 Road (Krishnagiri – Walajahpet Section) along the road from Km.2/800 to Km.6/000 (LHS & RHS) & crossing @ Km.3/000, Km.3/560, Km.5/540, Km.5/545, Km.5/550 & Km.6/000 by Open Trench method & HDD method.

S. No.	Item	Information/ Status	Remarks
1.0	General Information		
1.1	Name and address of the Applicant	M/s. Jio Digital Fibre Private Limited, 89, Dr.Radhakrishnan Salai, Mylapore, Chennai – 600 004. Tamilnadu, India.	
1.2	National Highway Number	NH-46 Road	
1.3	State	Tamilnadu	
1.4	Location	NH-46 Road (Krishnagiri – Walajahpet Section)	
1.5	Chainage in Km.	along the road from Km.2/800 to Km.6/000 (LHS & RHS) & crossing @ Km.3/000, Km.3/560, Km.5/540, Km.5/545, Km.5/550 & Km.6/000	
1.6	Length in meters	6400 Meters.	
1.7	Width of available ROW		
	a) Left side center line towards increasing chainage / km direction	Maximum:52.00Mts Minimum:21.46Mts	
¥	b) Right side center line towards increasing chainage / km direction	Maximum:33.80Mts Minimum:24.46Mts	
1.8	Proposals to lay the cable		
	a) Left side center line towards increasing chainage / km direction	Maximum:51.00Mts Minimum:20.46Mts	
	b) Right side center line towards increasing chainage / km direction	Maximum:32.80Mts Minimum:23.46Mts	
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	No	

¹ For Jio Digital Fibre Pvt. Ltd.

	If not then where to lay the cable	The OFC cable shall be laid at the extreme end of ROW.
1.11	Details of already laid services, if any, along the proposed route	No
1.12	Number of lanes (2/4/6/8 lanes) existing	6 lane with paved shoulders and Service Road
1.13	Proposed number of lanes (2 lane with paved shoulders /4/6/8 lanes)	-
1.14	Services Road existing or not	Yes
	If yes, then which side	
	a) Left side from center line	Yes, Shown in the Diagram
	b) Right side from center line	Yes, Shown in the Diagram
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 services road or between the service road and main carriageway	After the 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 6 laning 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

For Jio Digital Pibre Pvt. Ltd.

Authorised Signatory

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	Yes
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.	NA
2.2	Cross section showing the size of pit and location of cable for HDD method	NA
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	
2.4.1	Open trenching method. If yes, Methodology of refilling of trench.	NA
2.4.2	Horizontal Direction Drilling (HDD) method	Yes
2.4.3	Laying of OFC through CD works	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
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
	3	For Jio Digital Fibre Pvt. Ltd

For Jio Digital Fibre Pvt. Ltd.

5.5	Shifting due to 6 laning / widening of NH	Yes ; Enclosed
5.6	Indemnity against all damages and claims 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 21.09.2010 and 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	Certificate for six-laning a) Where feasibility is available "I do certify that there will be no hindrance to proposed Six-laning 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 Six-laning".	Yes ; Enclosed
9.0	The agreement fee of Rs.1 shall be charged.	Yes

For Jio Digital Fibre Pvt. Ltd.

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 up-gradation of in NH-46 Road (Krishnagiri – Walajapet Section) along the road from Km.2/800 to Km.6/000 (LHS & RHS) & crossing @ Km.3/000, Km.3/560, Km.5/540, Km.5/545, Km.5/550 & Km.6/000 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 corrected and if not corrected then what action will be taken.	M/s. Jio Digital Fibre Private Limited, 89, Dr.Radhakrishnan Salai, Mylapore, Chennai – 600 004. Tamilnadu, India.
13	Who will pay the claims for damages done/disruption in working of concessionaire, if asked by the concessionaire.	M/s. Jio Digital Fibre Private Limited, 89, Dr.Radhakrishnan Salai, Mylapore, Chennai – 600 004. Tamilnadu, India.
14	A certificate for 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, dated 23.07.2003, 06.08.2013 & RW/NH-33044/29/2015/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	~~

For Jio Digital Fibro Pvt. Ltd.

Authorised Signator Project Director
NHAI-PIU- Krishnagiri.



தமிழ்நாடு तमिलनाडु TAMILNADU

23 NUV CUEI

JDFPL Chennai 523922 V.BEDHARAJAI Stamp Vendor

L.No: 12144 31/96 Ekkattuthangai, Ch-: Mobile No: 97100194

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 Road (Krishnagiri – Walajahpet Section) along the road from Km.2/800 to Km.6/000 (LHS & RHS) & crossing @ Km.3/000, Km.3/560, Km.5/540, Km.5/545, Km.5/550 & Km.6/000 for a total length of 6400 meters in the state of Tamil Nadu, National Highways, Krishnagiri.

This Agreement made this ______ day of _____ (month) ____ of (year) between ____ acting in his executive capacity through _____ (hereinafter referred to as the "Authority" which expression shall unless excluded by or repugnant to the context include his successors in office and assigns) on the one part, an M/s. JIO DIGITAL FIBRE PRIVATE LIMITED, 89, DR.RADHAKRISHNAN SALAI, MYLAPORE, CHENNAI – 600004, TAMILNADU STATE, a company registered under the Companies Act, 1956 and having its Registered Office at(hereinafter called the "Licensee") which expression shall unless excluded by repugnant to the context, include his successors / administrator assignees on the second part.

For Jio Digital Fibre Pvt. Ltd.

Whereas the Authority is responsible, inter-alia, for development and maintenance of lands in NH - 46 Road (Krishnagiri – Walajahpet Section) along the road from Km.2/800 to Km.6/000 (LHS & RHS) & crossing @ Km.3/000, Km.3/560, Km.5/540, Km.5/545, Km.5/550 & Km.6/000 from the total length of 6400 meters 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.

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Whereas the Licensee has applied to the Authority for permission to lay utility services in NH - 46 Road (Krishnagiri – Walajahpet Section) along the road from Km.2/800 to Km.6/000 (LHS & RHS) & crossing @ Km.3/000, Km.3/560, Km.5/540, Km.5/545, Km.5/550 & Km.6/000 from the total length of 6400 meters 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.

For Jio Digital Plane Wit. Ltd.

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- 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 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.

For Jio Digital Fibre vt. Ltd.

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- 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.
 - i. 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.
 - ii. 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

For Jio Digital, Fibre Pvt. Ltd.

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.

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- 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.

For Jio Digital France Pvt. Ltd.

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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

For Jio Digital Fibre Pvt. Ltd.

- 36. The Licensee shall allow free access to the Site at all times to the authorised representatives of Authority to inspect the Project Facilities and to investigate any matter within their Authority, and upon reasonable notice, shall provide reasonable assistance necessary to carry out their respective duties and functions.
- 37. The Utility services shall not be made operational by the Licensee unless a completion certificate to the effect that the utility services has been laid in accordance with the approved specifications and drawings and the trenches have been filled up to the satisfaction of the concerned agency in co-ordination with the Authority has been obtained. Notwithstanding anything contained herein, this Agreement may be cancelled at any time by Authority for breach of any condition of the same and the Licensee shall neither be entitled to any compensation for any loss caused to it by such 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.

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- 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.

For Jio Digital Fibre Pvt. Ltd.

)	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 DELIALE OF MIC MIC NO DIGITAL
	SIGNED ON BEHALF OF M/S M/s. JIO DIGITAL FIBRE PRIVATE LIMITED, 89, DR.RADHAKRISHNAN SALAI, MYLAPORE, CHENNAI – 600004, TAMILNADU STATE
	(LICENSEE).
	BY SHRI
	(Signature, name& address with stamp)
	HOLDED OF CENERAL BOWER
	HOLDER OF GENERAL POWER OF ATTORNEY DATEDEXECUTED IN ACCORDANCE WITH THE RESOLUTION NODATED
	PASSED BY THE BOARD OF DIRECTORS IN THE MEETING HELD ON
	IN THE PRESENCE OF (WITNESSES)
	1.
	2 For Jio Digital Fibre Pvt. Ltd.
	2. For sio Digital Bible PVI. Ltd.



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2021

JDFPL Chennal CL 523920
V.BENHARAJAN
Stamp Vendor
L.No: 12.44/E1/96
Ekkattuthangal, Ch-32
Mobile No: 971001947

Annexure-V

UNDERTAKING

We, M/S. Jio Digital Fibre Private Limited, 89, Dr.Radhakrishnan Salai, Mylapore, Chennai – 600 004, Tamilnadu State Laying of Optical Fiber cables in NH - 46 Road (Krishnagiri – Walajahpet Section) along the road from Km.2/800 to Km.6/000 (LHS & RHS) & crossing @ Km.3/000, Km.3/560, Km.5/540, Km.5/545, Km.5/550 & Km.6/000 from the total length of 6400 meters in the state of Tamil Nadu.

We here by undertake the Standard Conditions of NHAI Guidelines:

1. 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. Jio Digital Fibre Private Limited shall be responsible to ascertain from the respective agency in coordination with NHAI. M/S. Jio Digital Fibre Private Limited shall ensure the safety and security of already existing cables/underground installation/utilities facilities etc. before commencement of the excavation.

For Jio Digital Flore Pvt. Ltd.

Renewal of Bank Guarantee: M/S. Jio Digital Fibre Private 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. Jio Digital Fibre Private 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. Jio Digital Fibre Private Limited shall either furnish a fresh guarantee or extend the guarantee for a further period of one year. In case of M/S. Jio Digital Fibre Private 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. Jio Digital Fibre Private Limited and recover the amount by invoking the bank guarantee furnished by M/S. Jio Digital Fibre Private Limited.

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. Jio Digital Fibre Private 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. Jio Digital Fibre Private 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.

For Jio Digital Fibre Pvt. Ltd.

- (x) The NHAI has a right to terminate the permission or to extend the period of agreement. In case the M/S. Jio Digital Fibre Private 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. Jio Digital Fibre Private 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. Jio Digital Fibre Private Limited to the use thereof shall not become absolute and indefeasible by laps of time.
- (xiv) M/S. Jio Digital Fibre Private Limited shall bear the stamp duty charged for the agreement.
- (xv) The telecom cables shall not be brought in to use by M/S. Jio Digital Fibre Private 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. Jio Digital Fiber Private 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. Jio Digital Fibre Private 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. Jio Digital Fibre Private Limited of the department of Telecommunications.
- 4. Shifting of OFC as and when required by NHAI: M/S. Jio Digital Fibre Private 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. Jio Digital Fibre Private 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. Jio Digital Fibre Private Limited will lose the right to remove the cables/ducts. However, before taking up the work of removal of cables the M/S. Jio Digital Fibre Private Limited shall furnish a bank

For Jio Digital Fibre Pvt. Ltd.

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.

- 6. 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. Jio Digital Fibre Private Limited.
- 7. If any claim is raised by the concessionaire then the same has to be paid by the applicant: M/S. Jio Digital Fibre Private 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. Jio Digital Fibre Private 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. Jio Digital Fibre Private Limited. If M/S. Jio Digital Fibre Private 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. Jio Digital Fibre Private Limited.
- We, M/S. Jio Digital Fibre Private Limited, 89, Dr.Radhakrishnan Salai, Mylapore, Chennai 600 004, Tamilnadu State, 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. Jio Digital Fibre Private 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. Jio Digital Fibre Private 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. Jio Digital Fibre Private 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. Jio Digital Fibre Private 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."
- We M/s. Jio Digital Fibre Private Limited, 89, Dr.Radhakrishnan Salai, Mylapore, Chennai 600 004, hereby undertake that "The existing avenue plantation is not affect due to the present proposed OFC line in NH 46 Road (Krishnagiri Walajapet Section) along the road from Km.2/800 to Km.6/000 (LHS & RHS) & crossing @ Km.3/000, Km.3/560, Km.5/540, Km.5/545, Km.5/550 & Km.6/000 from the total length of 6400 meters in the state of Tamil Nadu.

For Jio Digital Fibre Pvt. Ltd.

- 13. We M/s. Jio Digital Fibre Private Limited, 89, Dr.Radhakrishnan Salai, Mylapore, Chennai 600 004, 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. Jio Digital Fibre Private Limited, 89, Dr.Radhakrishnan Salai, Mylapore, Chennai 600 004, 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. Jio Digital Fibre Private Limited, 89, Dr.Radhakrishnan Salai, Mylapore, Chennai 600 004, 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. Jio Digital Fibre Private Limited

(Authorized Signatory)

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JDFPL Chennal Stamp Vendor L.No: 12144/51/96 Ekkattuthangai, Ch.

Mobile No: 97100194

Annexure-VI

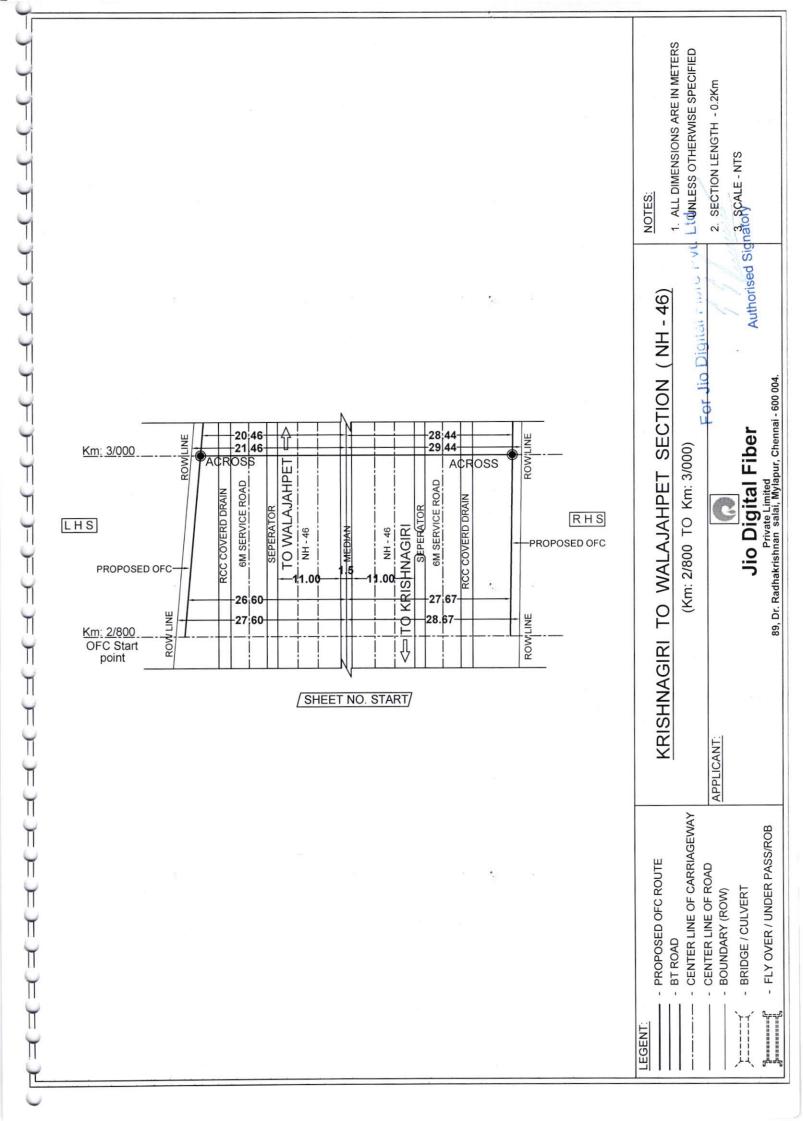
INDEMNITY BOND

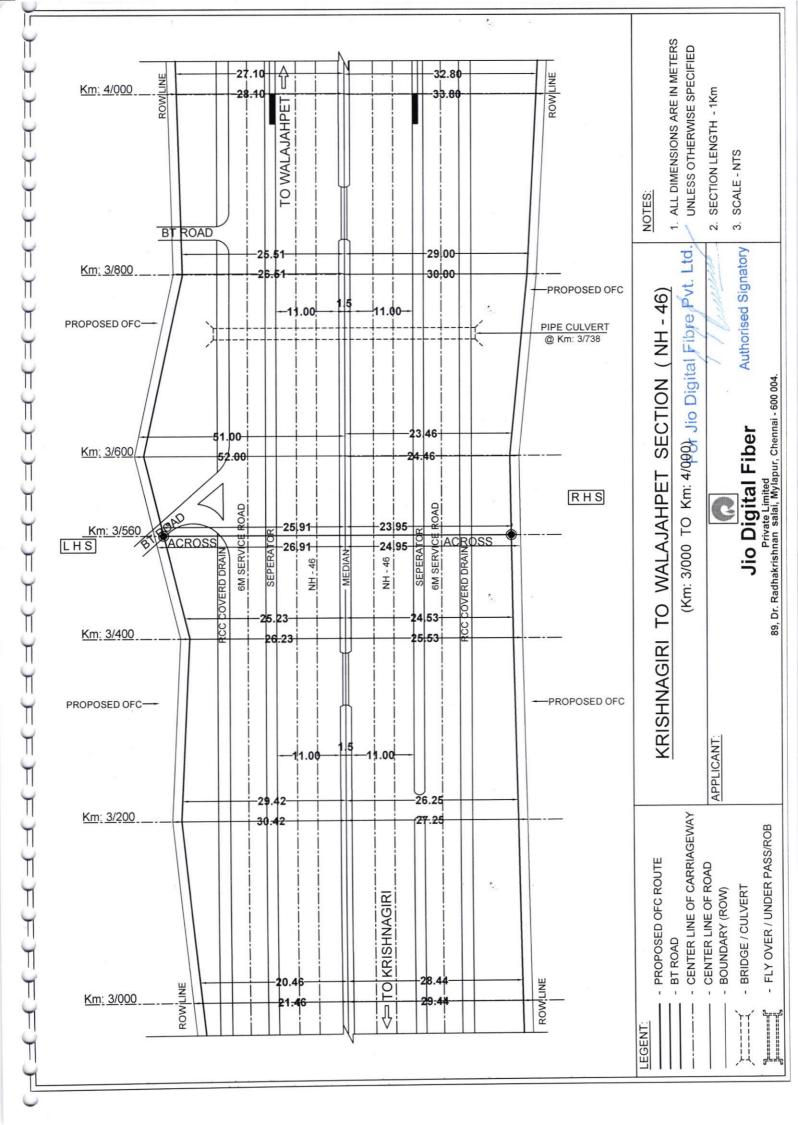
Name of Work: Laying of Optical Fiber Cable NH - 46 Road (Krishnagiri – Walajahpet Section) along the road from Km.2/800 to Km.6/000 (LHS & RHS) & crossing @ Km.3/000, Km.3/560, Km.5/540, Km.5/545, Km.5/550 & Km.6/000 for a total length of 6400 meters in the state of Tamil Nadu

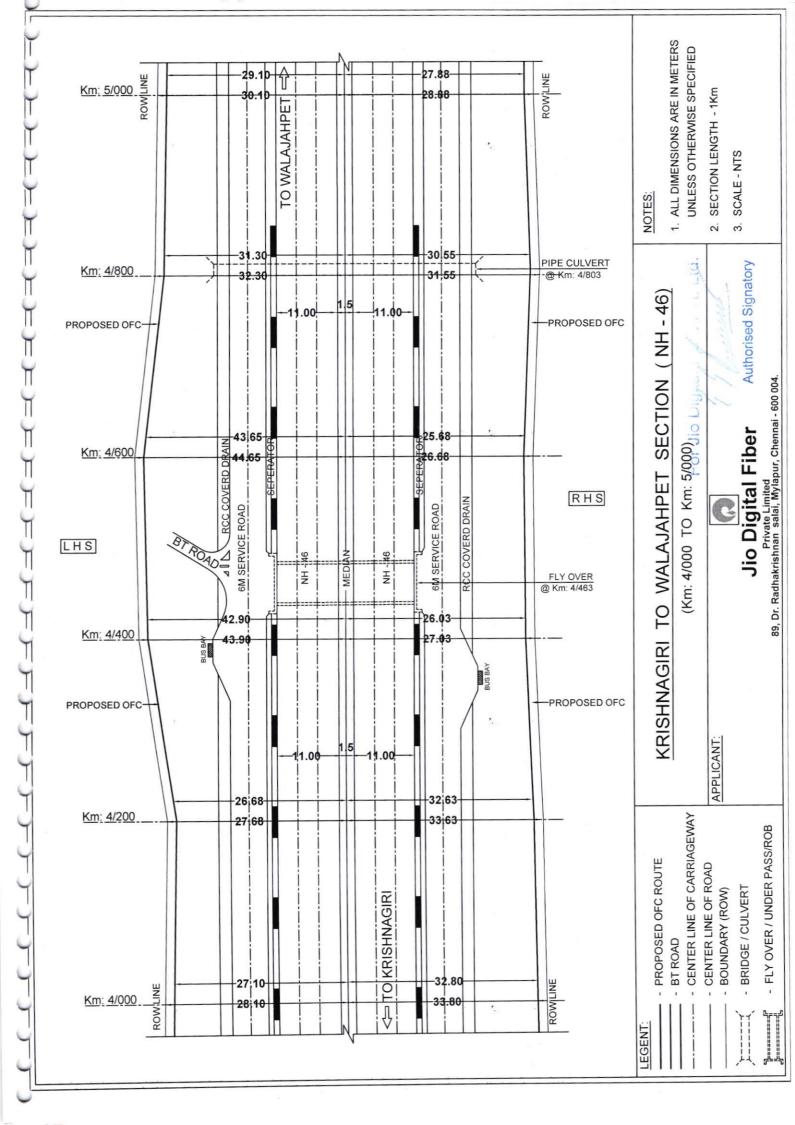
Indemnity against all damages and claims as per SI. No. 5.6 of Checklist

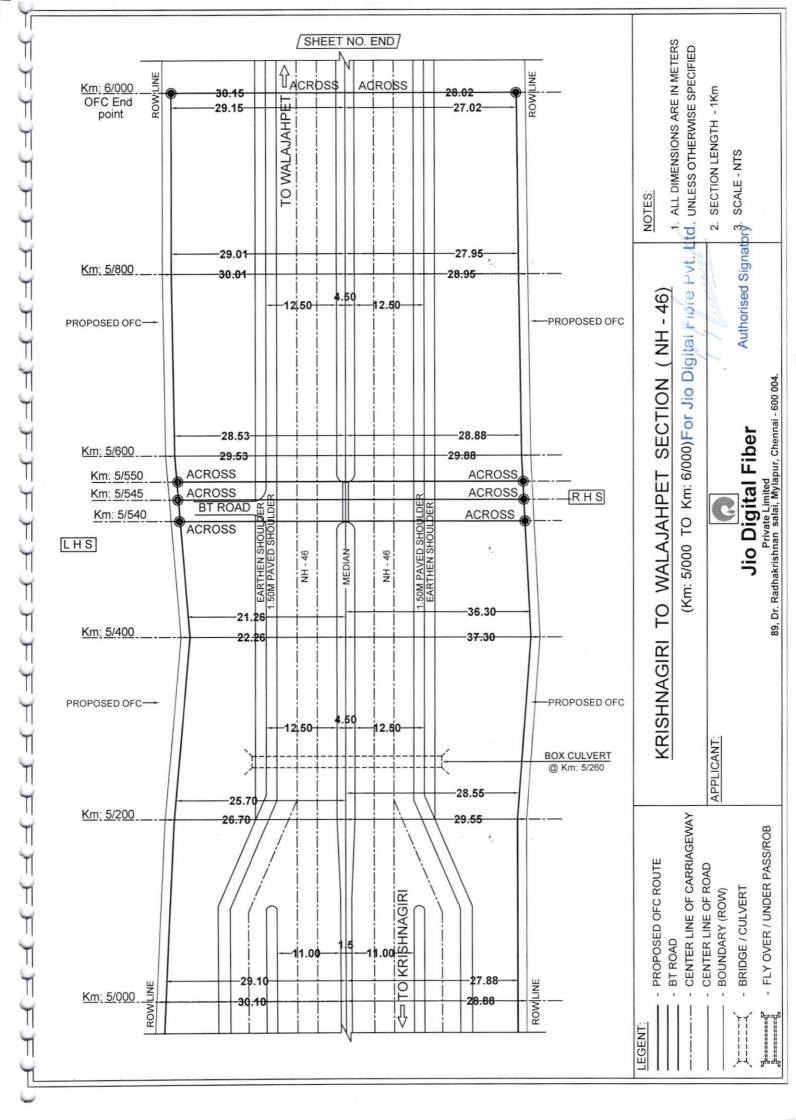
We, M/S. Jio Digital Fibre Private Limited, 89, Dr.Radhakrishnan Salai, Mylapore, Chennai – 600 004, Tamilnadu State do hereby indemnify Project Director, National Highways Authority of India, Project Implementation Unit, binding ourselves to pay all the losses and claims in respect of laying of optical fiber cable NH - 46 Road (Krishnagiri – Walajahpet Section) along the road from Km.2/800 to Km.6/000 (LHS & RHS) & crossing @ Km.3/000, Km.3/560, Km.5/540, Km.5/545, Km.5/550 & Km.6/000 for a total length of 6400 meters 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.

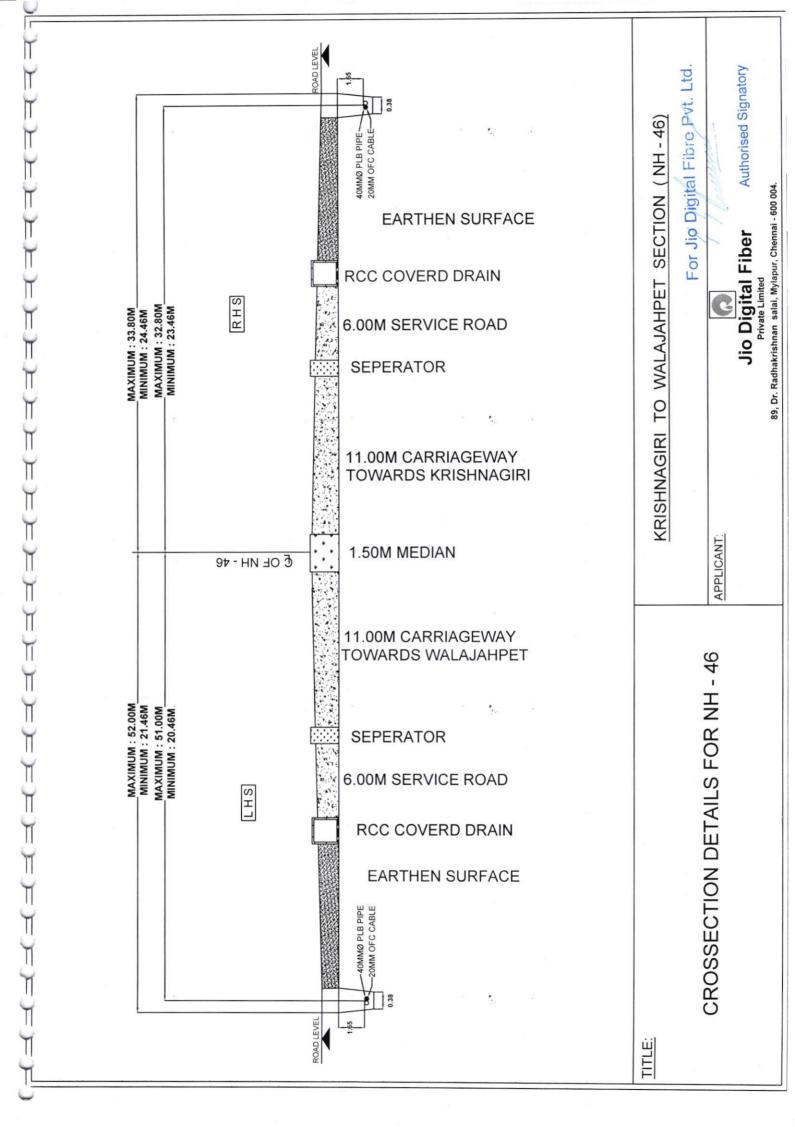
For M/S. Jio Digital Fibre Private Limited,

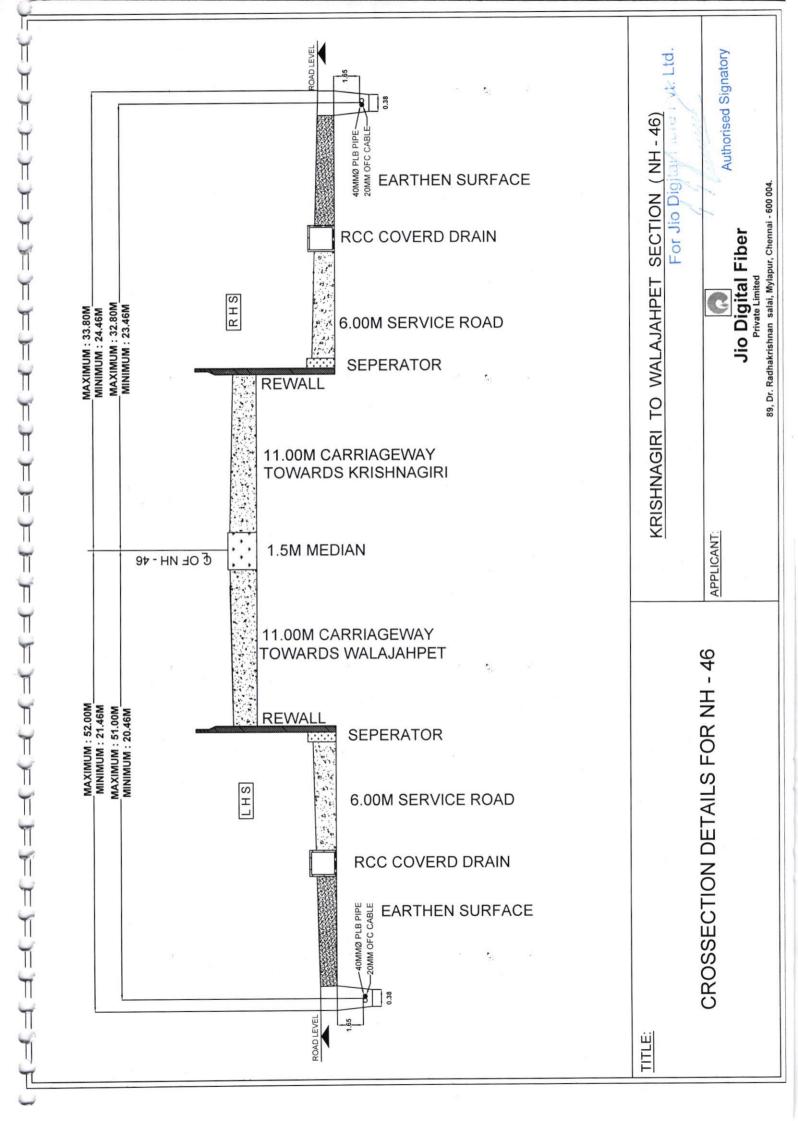


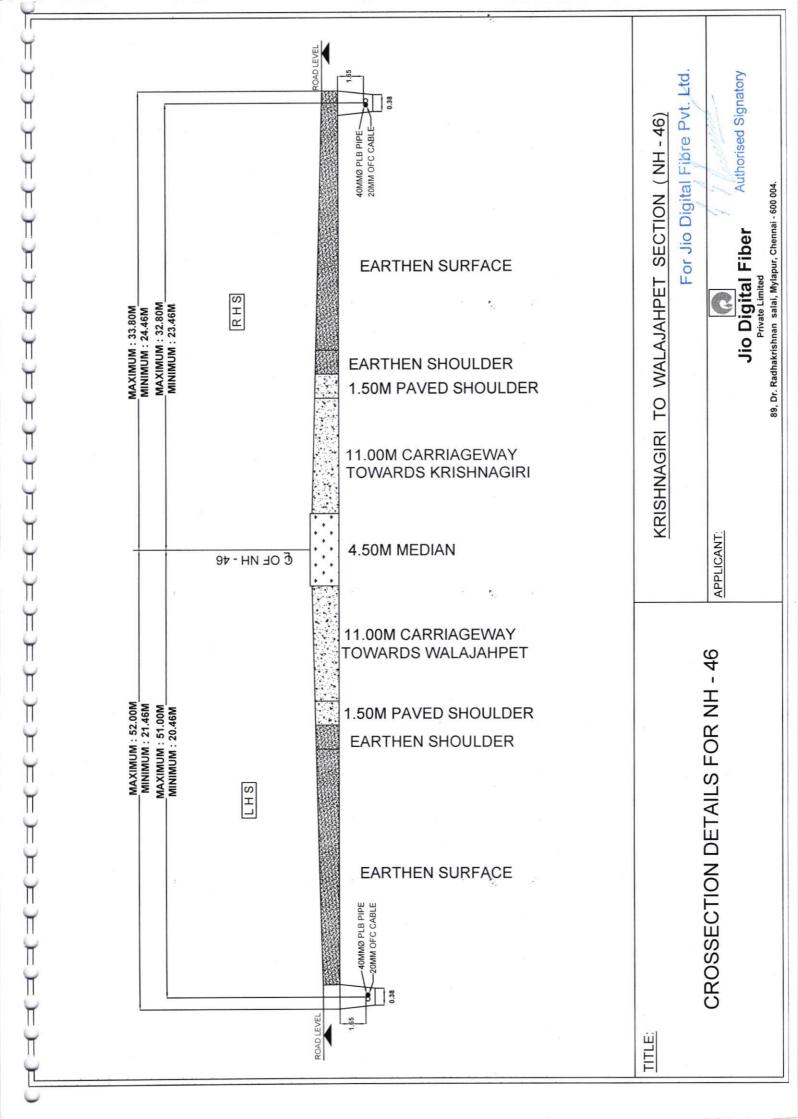


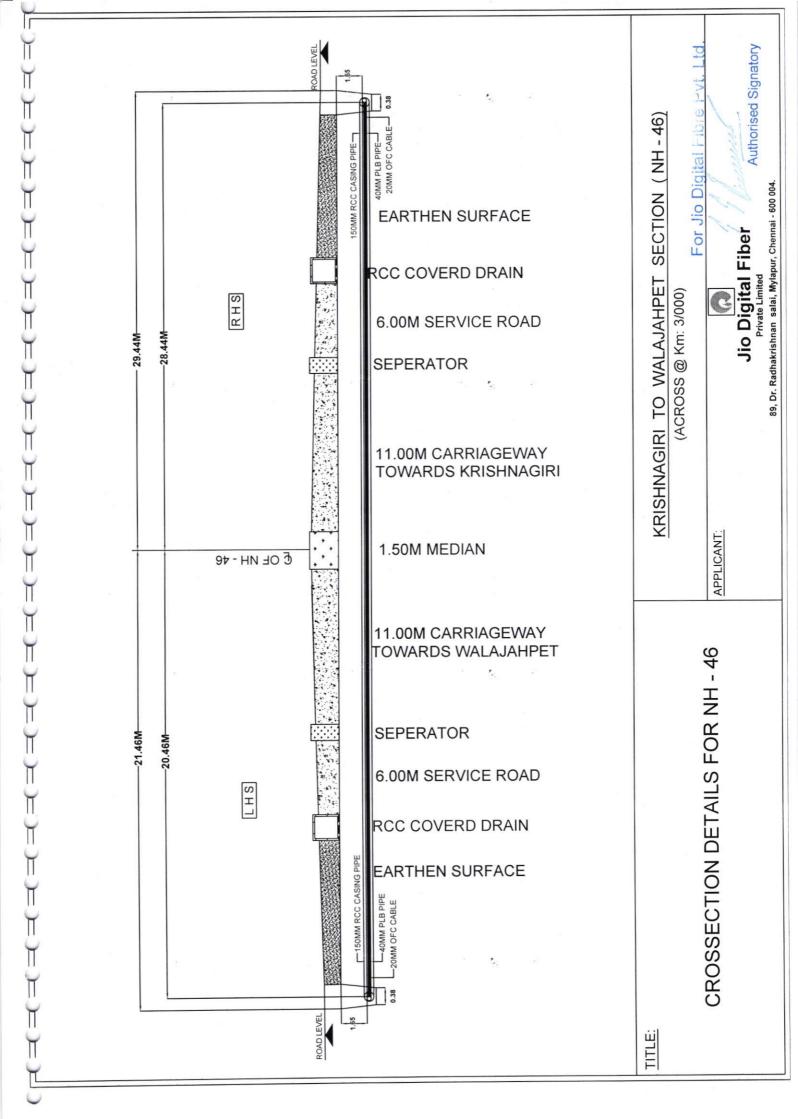


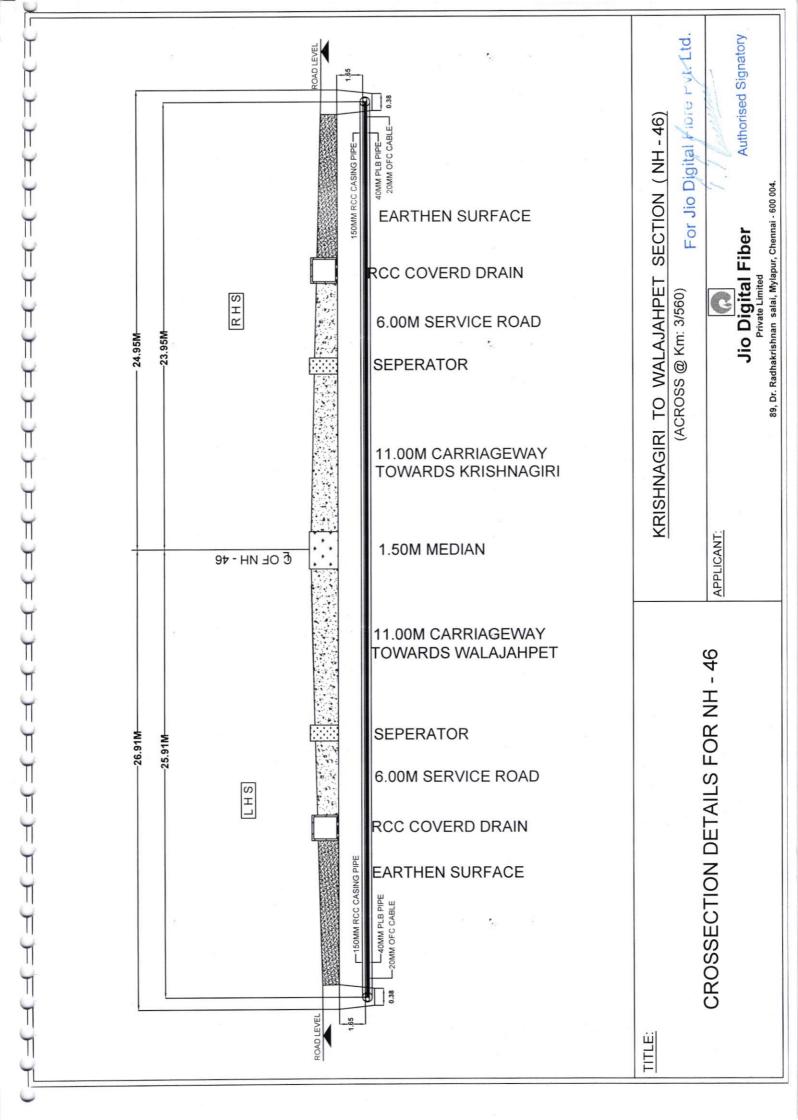


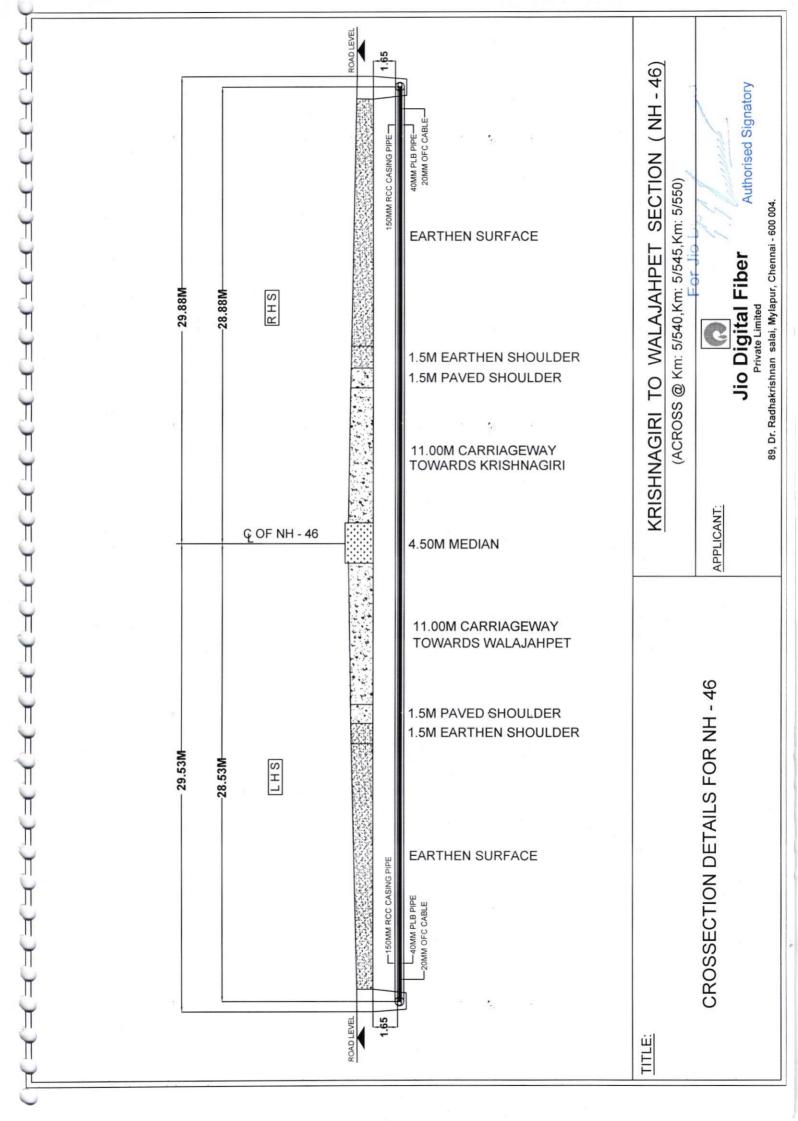


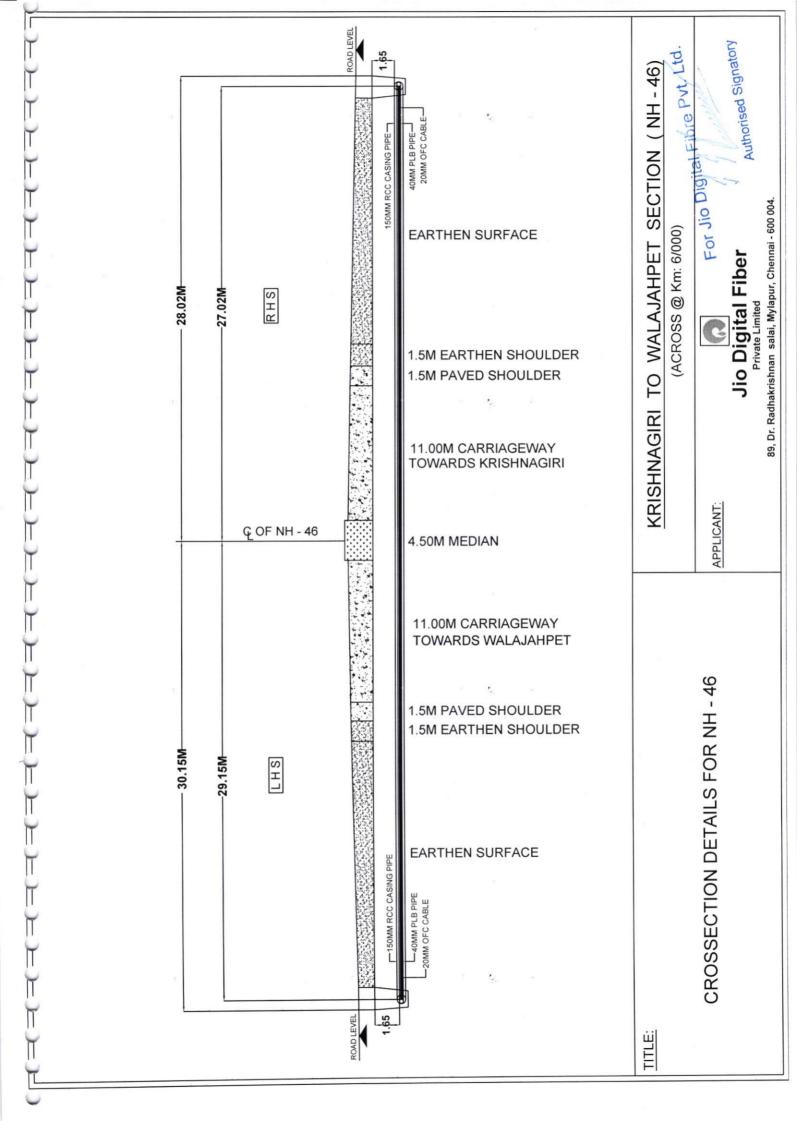


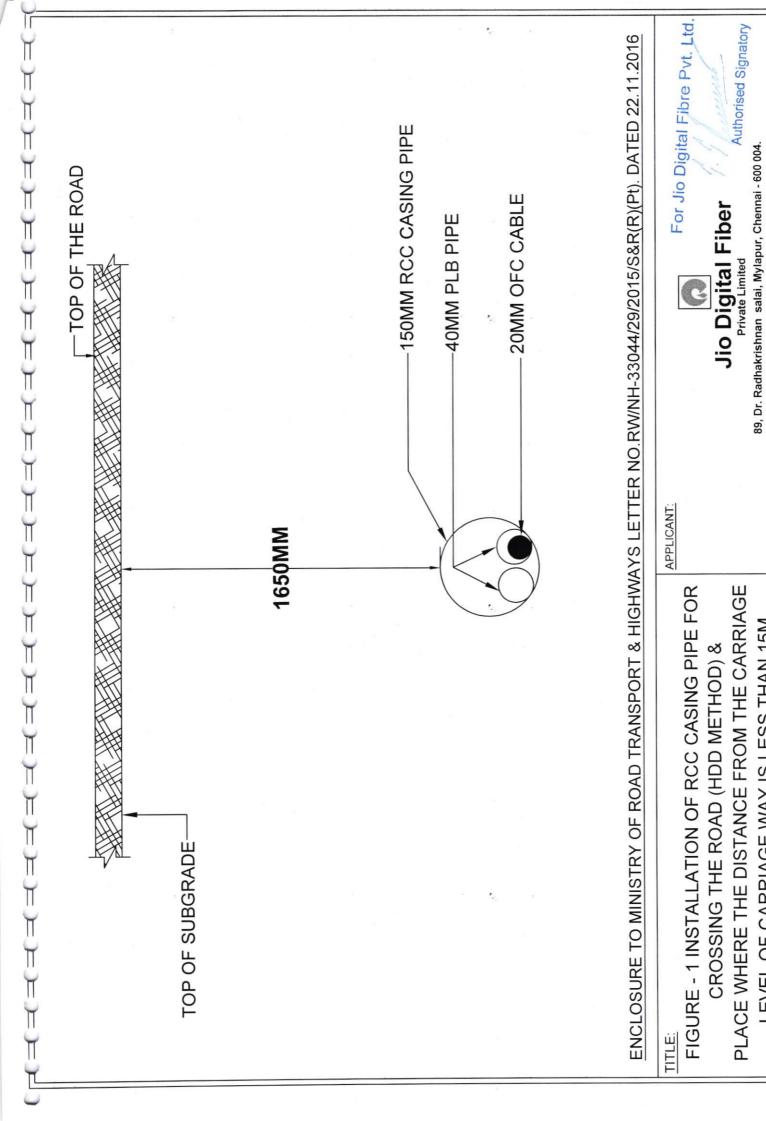




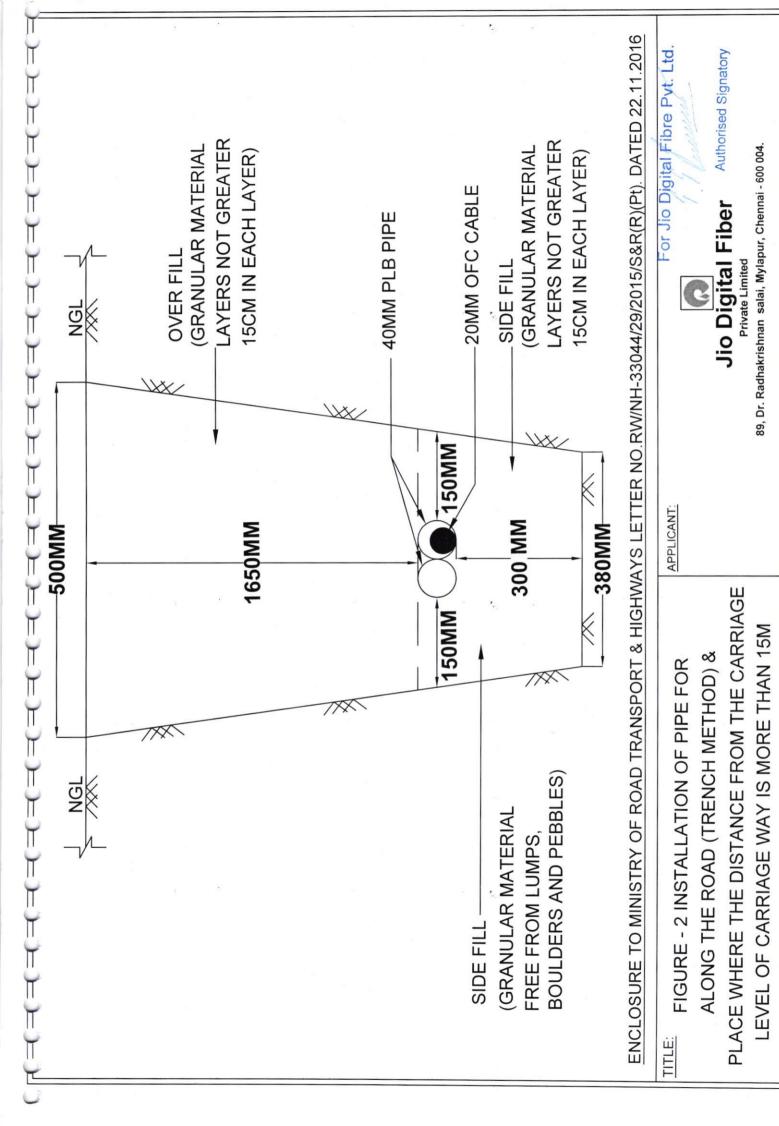








LEVEL OF CARRIAGE WAY IS LESS THAN 15M



indusind Bank Limited Shop No. 2, Gr. Floor, Atlanta, Narimanpoint, WUMBA: -400 021

D-5/STP(V)/C.R. 1030/10/05/351-354

भारत 91911 142212 2010 2010 2010 2010 NAY 14 2018)

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Rs.0000500-PB5223

IDIA STAMP DUTY MAHARASHTRA

FOR INDUSIND BANK LIMITED

AUTHORISED SIGNATORY

For Jio Digital

Authorised Signatory

POWER OF ATTORNEY

NOW KNOW YE ALL AND THESE PRESENTS WITNESSETH THAT, we JIO DIGITAL FIBRE PRIVATE LIMITED, a Company incorporated under the Companies Act, 1956, having its Registered Office at 101, Saffron, Near Centre Point, Panchwati 5 Rasta, Ambawadi, Ahmedabad-380006, Gujarat, India and local office at Reliance Corporate Park, Ghansoli, Navi Mumbai – 400 701 (hereinafter called the "COMPANY"), doth hereby nominate, constitute and appoint, SHRI T.T. BALSAMY (hereinafter for brevity's sake called the 'ATTORNEY') being the true and lawful Attorney for and on behalf of the Company and to do all or any of the following acts or deeds for and or on behalf of the Company for setting up of telecommunication network consisting of pan India Optic Fiber Cable (OFC) network along with Company's ILA and eNodeB Mast Stations, Aggregation nodes and other infrastructure facilities to be set up by the Company in the State of Tamil Nadu.

1. To sign applications, correspondences or any other writings for obtaining permission and clearances as may be required for Right of Way.

- To make, sign and execute necessary applications, writings and other documents required for water connection, electricity connection, telephone/internet/fax connections, installation of air-conditioners and other electrical/electronics/mechanical appliances and/or necessary plumbing, electrical, masonry, painting, interior decorations etc. and all such works on and in connection with the immovable properties belonging to or leased/hired by the Company.
- 3. To accept notices or services of writ of summons or other legal process that may be served upon the Company and to appoint Advocates/Counsels and to declare and affirm all plaints, written statements, applications, petitions, affidavits and other necessary documents on behalf of the Company.

- To appear and represent on behalf of the Company before any official or authorities Revenue, Municipal, Police, Local Bodies, or otherwise to represent the Company in all matters and proceedings before them of any nature whatsoever.
- To submit on behalf of the company, applications, technical drawings or any other documents to municipal and /or state and/or Central Government offices like Department of Telecommunications, National Highway Authority of India, Railways, Controllers of Explosives, State Electricity Board, Public Works Department, Town Planning/Urban Development, District Magistrate, District Collector, Police, Revenue, Environment & Forest etc.

AND GENERALLY to sign all letters, correspondence and all other documents in the above matters and to take all actions, incidental and consequential thereto and engagements of every nature and kind whatsoever to that effect fully and effectually to all intents and purposes as we the Company could do and did the same and desire that all matters and things respecting the same shall be under the full management and directions of the Company.

AND the Company doth hereby ratifies and agrees to ratify and confirm all and whatsoever the said Attorney do or purport to do or cause to be done by virtue of these presents.

For Jio Digital Figre Pvt. Ltd.

PROVIDED THAT this Power of Attorney shall be deemed to have commenced with effect from the date of execution of these presents and shall cease to have effect on 31st May, 2020 or on the date, on which the Attorney ceases to be associated with the Company, whichever is earlier and the lawful acts, deeds and things done by the said Constituted Attorney during this period are valid and binding on the Company.

IN WITNESS WHEREOF the Company has caused its Common Seal to be hereunto affixed at Mumbai on this day of May, 2019.

THE COMMON SEAL of the abovenamed JIO DIGITAL FIBRE PRIVATE LIMITED. has hereunto been affixed pursuant to a Resolution of the Board of Directors passed in that behalf on the 16th day of January 2019 in the presence of Shri L.V. Merchant, who in token whereof has set his signature hereto in the

Before me,

LGL/895/2019

presence of:

I accept the above Power of Attorney:

(Signature of Sh. T.T. Balsamy)

Witness:

Name

M. BALACHANDRAN
Baleshandrs

For Jio Digital Fibre Pvt. Ltd.

Signature





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

S&R(R) ZONE

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

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

Dated: 22nd November, 2016

To.

1. The Chief Secretaries of all the State Governments/ UTs

2. The Principal Secretaries/ Secretaries of all States/ UTs Public Works Department dealing with National Highways, other centrally sponsored schemes.

3. All Engineers-in-Chief and Chief Engineers of Public Works Department of States/ UTs dealing with National Highways, other centrally sponsored schemes.

4. The Director General (Border Roads), Seema Sadak Bhawan, Ring Road, New Delhi-

5. The Chairman, National Highways Authority of India, G-5 & 6, Sector-10, Dwarka, New Delhi-110 075.

6. The Managing Director, NHIDCL, PTI Building, New Delhi-110001

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

Sir.

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

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

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

2. Laying of Utility Services along the National Highways:

2.1 There shall be a provision for utility ducts for appropriate categories/combination of utilities in the construction of new/4-6 laning of National Highways. The ducts shall be located at appropriate location preferably as close to the extreme edge of ROW.

2.2 Utility services shall be laid in the utility ducts, if provided for the purpose.

2.3 In stretches where utility ducts have not been provided, the utility services shall be located, beyond the toe line of the embankment and drains, as close to the extreme edge of the RoW as possible. While granting permission, requirement of up-gradation also needs to be kept in view.

2.4 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 matre below the ground level.

2.5 No utility service shall be laid over existing culverts and bridges except through the utility ducts where such provision exists. In case of absence of such provisions, the Licensee shall make his own arrangement for crossing of cross drainage structure, rivers, etc. below the bed.

2.6 In exceptional cases, where ROW is restricted the utility services can be allowed beneath the carriageway of service road, 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 in such case shall not be less than one lane. In such cases, it also needs to be ensured 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 as per the agreement.

3. Laying of Utility Services across the National Highway:

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

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

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

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

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

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

3.5.2 The backfill shall be completed in two stages (i) Side-fill to the level of the top of the

pipe (ii) Overfill to the bottom of the road crust.

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

3.5.4 The road crust shall be built to the same strength as the existing crust on either side of

the trench or to thickness and specifications stipulated by the Highway Authority.

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

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

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Directorate, State/Central Pollution Control Board and any other statutory clearances as applicable, which must be obtained by the Applicant before applying to the Highway Administration.

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

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

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

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

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

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

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

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

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

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

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

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

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

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For Jio Digital Fibre Pvt. Ltd.

Authorised Signatory

filling/unsatisfactory compactions damages caused to other underground installations/utility services & interference, interruption, disruption or failure caused thereof to any services etc.; Utility services such as pines etc. trate in per ma

provided in the ducts already provided	Rs 50
<= 300 mm dia/width	Rs 100 -
> 300 mm dia/width but < =1000 mm	Rs 250
>1000 mm	Rs 500
Utility services such as towers etc (rate in Rs per sq m)	Rs 100

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

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

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

Enclo: As above.

(Manoj Kumar) (S.R&T) (Roads)

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

Copy to:

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

Copy for kind information to:

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

For Jio Digital Fibre Pvt. Ltd.

D. Lie Hally provider and industrial unit astructure

A. Public Utility Provider

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

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

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

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

d. Any other such associated industrial infrastructure facility.

For Jio Digital Figre Pvt. Ltd.