

भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सडक परिवहन और राजमार्ग मंत्रालय)

National Highways Authority of India

(Ministry of Road Transport & Highways)

क्षेत्रीय कार्यालय - हैदराबाद

प्रथम तल, नया भवन, भारतीय प्रशासनिक स्टाफ कॉलेज, कॉलेज पार्क काँपस, रोड नंबर-3, बंजारा हिल्स, हैदराबाद-500 034- तेलंगाना Regional Office - Hyderabad.

First Floor, New Building, Administrative Staff College of India (ASCI), College Park Campus, Road No. 3, Banjara Hills, Hyderabad - 500 034, Telangana.



: 040 - 29562147 / 48

nhairohyd@gmail.com

ई-मेल / E-mail: rohyderabad@nhai.org

Notice Inviting Public Comments

NHAI/RO-HYD/25011/3/22/2021/Utility/2141

Dt.25.11.2021

टेली / Tele

Sub: NHAI - RO Hyderabad - PIU Nirmal-Proposal for laying of Optical Fiber Cable for a total length of 82.731 Km from Km.176+200 to Km.260+400 along NH-44 by Open trench Methodology and Highway crossings by HDD methodology at Km.176+200, Km.183+000, Km.186+160, Km.188+480, Km.193+770, Km.199+680, Km.200+720, Km.206+420, Km.211+650, Km.213+700, Km.215+330, Km.218+150, Km.220+900m, Km..226+120, Km.226+720, Km.232+990, Km.233+720, Km.235+360, Km.240+200, Km.240+700, Km.241+460, Km.244+800, Km.245+750, Km.248+700, Km.253+800, and Km.255+080 on Nagpur to Hyderabad section of NH-44 in the State of Telangana- Reg-

Ref: 1. PD, PIU Nirmal Lr.no. NHAI/PIU-NRML/Utility/T-Fibre-OFC/2021/1372, dated 10.11.2021

The Project Director, PIU, NHAI, Nirmal vide letter cited above has recommended the Proposal submitted by M/s.Telangana Fiber Grid Corporation Limited for laying of Optical Fiber Cable in between Km.176+200 to Km.260+400 for a total length of 82.731 Km on Nagpur to Hyderabad section of NH-44 in the State of Telangana.

2. As per para 4 of the Ministry's guidelines no. RW/NH-33044/29/2015/S&R(R) dated 22.11.2016, public comments is hereby invited on the above proposal seeking claims and objections (on grounds of public inconvenience, safety and general public interest) within 30 days on public portal i.e. website of Ministry of Road Transport and Highways (www.morth.nic.in) in Form-A (copy enclosed) for "Accommodation of Public and Industrial Utility Services along and across National Highways".

Comment Inviting Authority

The Regional Officer,

National Highways Authority of India,

Regional Office: Hyderabad,

First Floor, New Building,

Administrative Staff College of India(ASCI),

College Park Campus, Road No.3, Banjara Hills, Hyderabad - 500 034,

Telangana State,

Phone: 040-29562147, 040-29562148,

Email: rohyderabad@nhai.org, nhairohyd@gmail.com

Encls: Above Proposal

Yours faithfully.

(G.V. Bheemasena Reddy)
Deputy General Manager (Tech)
For Regional Officer-cumHighway Administrator, Hyderabad

To:

- Senior Technical Director, NIC, Transport Bhawan, New Delhi- 110001 for uploading on Ministry's website.
- 2. Shri S.Manivasagam, Dy. GM (IT), NHAI HQs, New Delhi for uploading on NHAI website.

Copy to:-1. The Project Director, NHAI, PIU Nirmal: for information

2. M/s Telangana Fiber Grid Corporation Limited: for information

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

FORM-A

Form for seeking claims and objections (on grounds of public inconvenience, safety and general public interest) on the application for Accommodation of Public and Industrial Utility Services along and across National Highways

NHAI - RO Hyderabad - PIU Nirmal-Proposal for laying of Optical Fiber Cable for a total length of 82.731 Km from Km.176+200 to Km.178+403 (RHS), from Km.180+795 to Km.192+625 (RHS), from Km.193+420 to Km.193+800 (RHS), from Km.197+572 Km.199+680 (RHS), from Km.200+750 to Km.226+150 (RHS), from Km.226+750 Km.226+910 (RHS), from Km.227+440 to Km.257+850 (RHS), from Km.259+000 Km.260+400 (RHS), from Km.185+935 to Km.186+160 (LHS), from Km.188+510 Km.188+750 (LHS), from Km.193+420 to Km.193+770 (LHS), from Km.199+710 Km.199+930 (LHS), from Km.206+450 to Km.207+000 (LHS), from Km.211+650 Km.212+810 (LHS), from Km.213+150 to Km.215+420 (LHS), from Km.218+175 Km.218+490 (LHS), from Km.220+940 to Km.221+130 (LHS), from Km.225+780 Km.226+120 (LHS), from Km.226+720 to Km.226+910 (LHS), from Km.235+360 Km.235+440 (LHS), from Km.240+700 to Km.240+900 (LHS), from Km.241+460 Km.241+780(LHS), from Km.244+840 to Km.244+930(LHS), from Km.253+330 Km.253+800(LHS), from Km.255+000 to Km.255+080 (LHS) along NH-44 by Open trench Methodology and Highway crossings by HDD methodology at Km.176+200, Km.183+000, Km.186+160. Km. 188+480, Km. 193+770, Km.199+680, Km.200+720, Km.206+420. Km.211+650, Km.213+700, Km.215+330, Km.218+150, Km.220+900m, Km..226+120, Km.226+720, Km.232+990, Km.233+720, Km.235+360. Km.240+200, Km.240+700. Km.241+460, Km.244+800, Km.245+750, Km.248+700, Km.253+800, and Km.255+080 on Nagpur to Hyderabad section of NH-44 in the State of Telangana-Reg.

The claims and objections (on grounds of public inconvenience, safety and general public interest) by the general public needs to be given within 30 days of uploading the online application for comments

SI. No	Item	Details
1	Name of the person who is desiring to give claims and objections (on grounds of public inconvenience, safety and general public interest)	
2	Address of the person	
	Details of the application for Accommodation of Public and Industrial Utility Services along and across National Highways against which claims and objections are being given (name of applicant and other details like site address etc.)	
3	a) Application No.	
	b) Name of applicant (who applied to Accommodation of Public and Industrial Utility Services along and across National Highways)	
	c) Details of Application	
4	The claims and objections (on grounds of public inconvenience, safety and general public interest)	

CHECK-LIST

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

Relevant circulars

- Ministry Circular No. RW/NH-33044/17/2000-S&R dated 29.09.2000.
- NHAI's circular No. NHAI/OEC/2k/Vol II dated 7.11.2000, which includes the comprehensives guideline
 and draft license agreement for laying of OFC cable by private party in the land along National Highway
 vested with NHAI.
- Ministry's circular No. RW/NH-33044/27/2015-S&R(R) dated 22.11.2016. It is regarding the
 modification of previous Ministry's circular enhancing the amount of Performance Bank Guarantee and
 Charges for granting license for use of highway land.

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

S.No.	Item	Information/Status	Remarks
1	General Information		
1.1	Name and Address of the Applicant	M/S Telangana Fiber Grid Corporation Limited, 7th Floor splendid Tower, SP Road Begumpet, Hyderabad, Telangana-500003	
1.2	National Highway Number	NH-44	
1.3	State	Telangana	
1.4	Location	Telangana/Maharashtra Border to Kadtal.	
1.5	(Chainage in km)	Between Km.176/200 to Km.260/400 (Annexure-III)	
1.6	Length in Meters	82731 Meters.	
1.7	Width of available ROW		
	(a) Left side from center line towards increasing chainage/km direction	30 Mtrs	
	(b) Right side from center line towards increasing chainage/km direction	30 Mtrs	
1.8	Proposal to lay the cable		
	(a) Left side from center line towards increasing	28 Mtrs	

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	chainage/km direction		
	(b) Right side from center line towards increasing chainage/km direction	28 Mtrs	
1.9	Proposal to acquire land	NA	
	(a) Left side form center line		
	(b) Right side from center line		
1.10	Whether proposal is in the same side where land is	NA	
	not to be acquired		
	If not then where to lay the cable		
1.11	Details of already laid services, if any, along the proposed route		
1.12	Number of lanes (2/4 / 6/8 lanes) existing	4 Lane	
1.13	Proposed Number of lanes (2 lane with paved shoulders/4/6/8 lanes)	*	
1.14	Service road existing or not	Yes	
	If yes then which side	193	
	(a) Left side from center line	18-21 Meters	
	(b) Right side from center line	18-21 Meters	
1.15	Proposed Service Road	No	
**************************************	(a) Left side from center Line	110	
	(b) Right side from center line		
1.16	Whether proposal to lay cable is after the service road or between the service road and main carriageway	Beyond service road or in utility corridor,	
1.17	The permission for laying OFC shall be considered for approval/rejection		
	(i) Where the ROW is more than 45 m then the duct cable shall be laid at the edge of right of way within the utility corridor of 2m width, duly keeping in view the future widening.	At the edge of ROW within utility corridor of 2 Mtrs width	
	(ii) where land is yet to be acquired for 4 laning and the position of new carriageway has been decided then the cable shall be laid at the edge of right of way within the utility corridor of 2m width, on that side of existing carriageway where extra land is not proposed to be acquired for 4-laning.	NA	
	(iii) Where the widening plan for 4-laning is not yet decided and available ROW is around 30m or less, a judicious decision would need to be taken for permitting the laying of cable/duct. This could be within 1.5m to 2m of utility corridor at the edge of existing ROW, duly keeping in view the possible widening plans.	NA	
	(iv) Where ROW is restricted and adequate only to accommodate the carriageway, central verge, shoulders and drains (e.g. highways in cutting through hilly/rolling terrain), the cable shall be laid	NA	
			_

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	clear of the drain.		
1 10	(v) Where land strip for utility corridor cannot be conveniently earmarked (available ROW restricted to the toe of the embankment) for laying of cable/ducts, the permission may be refused.	NA	
1.18	No. of applicants on the same stretch	1	
1.19	Whether the case of multiple licenses	No	
1.20	If so furnish a joint implementation programmer to lay their respective ducts within stipulated time frame.	NA	
1.21	If crossings of the road involved If Yes it shall only be through trench-less technology	Yes. Agreed	
2.	Document/Drawings enclosed with the proposal	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 ducts.	Yes, agreed	
2.2	Cross section showing the size of pit and location of cable for HDD method	Yes; Enclosed (Cross	nds)
2.3	Strip plan/Route Plan showing the OFC, Chainage, width of ROW, distance of proposed, cable from the edge of ROW, important milestone, intersections, cross drainage works etc.	Yes; Enclosed	
2.4	Methodology for laying of OFC	Yes; Enclosed	
2.4.1	Open trenching method. If yes, Methodology of refilling of trench	Yes	
2.4.2	Horizontal Directional Drilling (HDD) Method	Yes @ Crossin	<u>v</u>
2.4.3	Laying OFC Through CD Works And Method Of Laying (Whether to be hung outside parapet)	Yes	
3.	Draft license Agreement signed by two witnesses	Yes	
4.	Performance Bank Guarantee	Yes; enclosed	
4.2	Confirmation of BG has been obtained as per NHAI guidelines		
5	Affidavit/ Undertaking from the Applicant for		
5.1	Not to Damage to other utility, if damaged then to pay the losses either to NHAI or to the concerned agency.	Yes ; Enclosed	
5.2	Renewal of Bank Guarantee		
5.3	Confirming all standard condition of NHAI's guideline	Yes ; Enclosed	
5.4	Shifting of OFC as and when required by NHAI	Yes ; Enclosed	
5.5	Shifting due to 4lanning / widening of NH	Yes ; Enclosed	
5.6	Indemnity against all damages and claims clause (xxiv)	Yes ; Enclosed	
5.7	Traffic movement during laying of OFC to be	Yes, Traffic movement will be	



5.8	If any claim is raised by the Concessionaries then the same has to be paid by the applicant	Yes ; Enclosed
5.9	Certificate for 6-lanning from the applicant in following format	Yes ; Enclosed
	"We do undertake that I will relocate service road/approach road/utilities at my own cost notwithstanding the permission granted within such time as will be stipulated by NHAI" for future six-lanning or any other development."	
6.	Power of Attorney in favor of authorized signatory	Yes ; Enclosed
7.	Copy of DOT license	
8.	Certificate from the Project Director	
8.1	Certificate for confirming of all standard condition issued vide Ministry Circular No. RW/NH-33044/17/2000-S&R dated 29.9.2000 and NHAI's guidelines issued vide No. NHAI/OEC/2k/Vol II dated 7.11.2000 and Ministry's Circular No. RW/NH-33044/27/2000-S&R dated 21.3.2006.	
8.2	Certificate for 4-lanning from PD in the following format.	Yes
	 (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". 	
9.	The agreement fee of Rs. 1 shall be charged	Yes
10.	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 to lay cable/duct has also ben granted as a right of way to the concessionaire under the concession agreement for up=gradation of [section from Km to km of NMH No on Build, Operate and Transfer Basis] and therefore, the licensee shall honour the same."	"The permitted Highway on which Licensee has been granted the right to lay cable/duct has also been granted as a right of way to the concessionaire under the concession agreement for upgradation of Design, Construction, Development, Finance, Operation and Maintenance of Km.175.000 (AP/Mah Border) to Km. 486.000 of NH-44 in the State of Telangana under North — South Corridor (NHDP Phase — II) on BOT (Annuity) Basis (Package No.NS2/BOT/AP-6) and "Design, Construction,



		Operation and Maintenance of Km.175.000 (Jainad) to Km. 486.000 of NH-44 in the State of Telangana under North — South Corridor (NHDP Phase — II) on BOT (Annuity) Basis (Package No.NS2/BOT/AP-8)" Ulerefore, the licensee shall honour the same."
11.	Who will supervise the work of laying OFC	M/S Telangana Grid corporation Limited (State Implementation Agency) BBNL Project for Government of Telangana
12.	Who will ensure that the defects in road portion after laying of OFC are corrected and if not corrected then what action will be taken.	M/S Telangana fiber Grid corporation Limited(State Implementation Agency) BBNL Project for Government of Telangana.
13.	Who will pay the claims for damages done/disruption in working of Concessionaire if asked by the Concessionaire	M/S Telangana Fiber Grid corporation Limited (State Implementation Agency) BBNL Project for Government of Telangana.
14.	A Certificate from PD that he will enter the proposed permission in the register of records of the permissions in the prescribed proforma (copy enclosed) issued vide Ministry Circular No. RW/NH/33044/17/2000/S&R dated 23.7.2003.	Yes
15.	If any previous approval is accorded for laying of cable then Photocopy of register of records of permissions accorded as maintained by PD (as per Ministry Circular No. RW/NH-33044/27/2015-S&R(R) dated 22.11.2016) as referred in para 13 above is enclosed or not.	



[Enclosure to wiinistry Circular No. RW/NH-33044/27/2015-S&R(R) dated 22.11.2016] Format for Maintaining Records of Right-of-Way permission granted for laying OFC

(to be maintained separately for every NH and State)

Name of State

2 Name of Agency

Name of Agenc

NH Number

: NH-44

: NHAI, PIU-Nirmal

: Telangana

Remarks																												,
Any deviation from MOST standard norms																												
Date of last inspection of site																												
Date of validity of agreement																										\	ndia	
Date of signing of agreement																									_	PECTOR	thoriby of	10 10
Name of license and contact address											My Tologogia Capacita	Compration imited 7th	Floor splendid Tower, SP	Road Begumpet,	Hyderabad, Telangana-	200003							<				PROJECT P	National Highways Commendation
Kind of service														mooala														
Section and reach																											Serio Cos	OR SON
Left or right side of NH (towards increasing chainage/km direction	RHS	RHS	CHS	CHS	LHS	RHS	RHS	CHS	RHS	SH7	LHS	LHS	RHS	CHS	LHS	LHS	LHS	RHS	RHS	LHS	LHS	CHS	CHS	CHS	CHS	RHS	Road Crossing	Road Crossing
Location (change in Km)	Km 176.200 to Km 178.403	Km 180.795 to Km 192.625 //	Km 185,935 to Km 186,160 ~	Km 188.510 to Km 188.750 ~	Km 193.420 to Km 193.770	Km 193.420 to Km 193.800 ~	Km 197.572 to Km 199.680 ~	Km 199.710 to Km 199.930	Km 200.750 to Km 213.580-	Km 206.450 to Km 207.000 ~	Km 211.650 to Km 212.810 ~	Km 213.150 to Km 215.420	Km 213,590 to Km 226,150 /	Km 218.175 to Km 218.490	Km 220.940 to Km 221.130 /	Km 225.780 to Km 226.120 _	Km 226.720 to Km 226.910 /	Km 226.750 to Km 226.910 /	Km 227.440 to Km 257.850 /	Km 235.360 to Km 235.440 /	Km 240.700 to Km 240.900 ~	Km 241.460 to Km 241.780 ~	Km 244.840 to Km 244.930 /	Km 253.330 to Km 253.809	Km 255.000 to Km 255.080 A	Km 259.000 to Km 260.400	Km 176.200 to Km 176.250	km 183.000 to Km 183.030 /
S.No	+	2	3	4	5	9	1 2	8	6	10	11	12	13	14	15	16	17	18	19	20 F	21 k	22 F	23	24	25	26	27	28

Remarks																								
Any deviation from MOST standard		8																						
Date of last inspection of site																								
Date of validity of agreement																								
Date of signing of agreement																								
Name of license and contact address		M/S Telangana Fiber Grid Corporation Limited, 7th Floor splendid Tower, SP Road Begumpet, Hyderabad, Telangana- 500003																						
Kind of service		Telecom																						
Section and reach																								
Left or right side of NH (towards increasing chainage/km direction	Road Crossing	Road Crossing	Road Crossing	Road Crossing	Road Crossing	Road Crossing	Road Crossing	Road Crossing	Road Crossing	Road Crossing	Road Crossing	Road Crossing	Road Crossing	Road Crossing	Road Crossing	Road Crossing	Road Crossing	Road Crossing	Road Crossing	Road Crossing	Road Crossing	Road Crossing	Road Crossing	Road Crossing
Location (change in Km)	Km 186.160 to Km 186.200/	Km 188.480 to Km 188.510	Km 193.770 to Km 193.800	Km 199.680 to Km 199.710	Km 200.720 to Km 200.750	Km 206.420 to Km 206.450	Km 211.650 to Km 211,670	Km 213.700 to Km 213.720	Km 215.330 to Km 215.350	Km 218.150 to Km 218.175	Km 220.900 to Km 220.940	Km 226.120 to Km 226.150	Km 226.720 to Km 226.750	Km 232,990 to Km 233,030	Km 233.720 to Km 233.750	Km 235.360 to Km 235.390	Km 240.200 to Km 240.210	Km 240.700 to Km 240.730	Km 241.460 to Km 241.490	Km 244.800 to Km 244.840	Km 245.750 to Km 245.750	Km 248.700 to Km 248.730	Km 253.800 to Km 253.820	Km 255.800 to Km 255.100
S.No	29	30	31	32	33	34	35	36	37	38	36	40	41	42	43	44	45	46	47	48	49	20	51	52





P SANDHYA RANI S.V.L.NO. 1/2007 H.NO. 8-3-677/1/2 YELLAREDDYGUDA HYDERABAD - 500073 LICENSE NO: 06/2007

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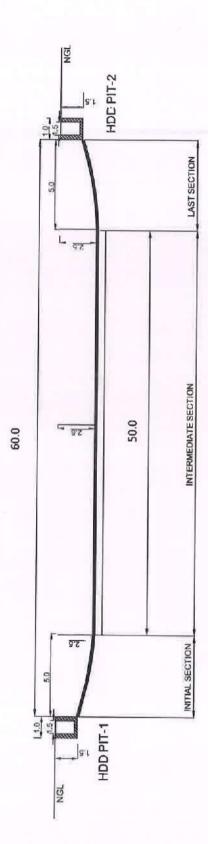
Annexure No-5

UNDERTAKING

M/s Telangana Fiber Grid Corporation Limited. (A BBNL Project) for Government of Telangana to provide high speed Broad Band connectivity up to Gram Panchayats, Mandals hereby do undertake that: -

- We propose to cross the river/nallah/any cross-drainage structure by cable laying GI/RCC pipes at least 1.65 Mtrs Below the river bed.
- All link roads will be crossed by Auger boring or using trench less method. In case if there are any difficulties at a particular crossing M/s Telangana Fiber Grid Corporation Limited will contact department's concerned engineer before taking up the work.
 - 3. The department shall not be responsible for any loss or damage to the cable etc. that may occur due to any reasons during/after laying the same.
 - 4. In the event of any mis-happening/accidents etc. while carrying laying of cables M/s Telangana Fiber Grid Corporation Limited shall be liable to pay the any type of compensation so claimed.
 - 5. M/s Telangana Fiber Grid Corporation shall not cause any damage to the carriageway of the highway and structure like bridges, culverts, drains, buildings, etc. and in case of failure Telangana Fiber Grid Corporation Limited will be liable to make good the loss caused to the department.
 - 6. M/s Telangana Fiber Grid Corporation shall lay the cables under the guidance of the department

Typical Cross Sectional For HDD



Bore Dia 100mm







TELANGANA FIBER GRID CORPORATION LTD.

Authorization letter

Dt. 02.09.2020

To Whomsover It May Concern

I, Sujai Karampuri, Managing Director, Telangana Fiber Grid Corporation Limited (T-Fiber) vide 1st Board of Directors Meeting resolution Dated: 31.08.2017, [Section-12], hereby appoint Sri. Srinivas Jukuri, Senior Director, T-Fiber, as a Representative of T-Fiber ("Representative"). The aforesaid Representative is hereby authorized to sign on letters or/and any other documents as may be necessary or required for the Right of Way (RoW) permissions from the Central and State Government Agencies, including not limited to, NHAI, MoRTH (R&B-NH Division), Forest Department, South Central Railways, GAS/OIL Agencies.

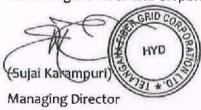
The individuals below are authorized on behalf of T-Fiber to sign ancillary documents, as may be required for aforesaid RoW approval, including but not limited to, Single Line Diagrams, Annexures, Methodology, Checklist, or any other documents as may be necessary or required for the RoW permission from the aforementioned Agencies.

- 1) Sri Arun Kumar Jukkalkar, Manager (Liasioning & ROW), T-Fiber
- 2) Sri D.Srinivasulu Reddy, Project Manager, T-Fiber
- 3) Sri Bhaskar Chilupuri, Project Manager, T-Fiber
- 4) Sri Shiva Shankar Kongari, Project Manager, T-Fiber

(collectively, the "Representatives")

This letter of Authorization shall remain valid until T-Fiber removes or replaces its designated Representative(s) upon written notice in the same form as this letter of Authorization.

For Telangana Fiber Grid Corporation Ltd





P SANDHYA RANI S.V.L.NO. 1/2007 H.NO. 8-3-677/1/2 YELLAREDDYGUDA HYDERABAD - 500073 LICENSE NO: 06/2007

TICO TICE NO. 72276 157952

SEP 02 2021

Rs.0000100 PB5932

NON-JUDICIAL

TELANGANA

Enclosure to Ministry of Road Transport & Highways letter No. 33044/29/2015/S&R® Dtd.22/11/2016

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

Agreement to lay Telecom Cables/Duct/Optical Fiber along on road Nagpur-Hyderabad NH-44, from Km 176.200 to 260.400 as per Annexure-III Total Section length of 82731 Mtrs ,Under the Jurisdiction of Nirmal.

This Agreement made this	day of	Month of	year between
National Highway Authority of	India acting in his execu	itive capacity through	
(hereinafter referred to as the "A context, include his successors i Corporation Limited (A BBNL P which expression shall, unless ex assignees on the second part.	n office and assigns) on t roject) for Government of T	he one part and M/S elangana referred as l	Telangana Fiber Grid Project Telangana Fiber,

Whereas the authority is responsible, inter-alia for development and maintenance of lands in a long road Nagpur-Hyderabad NH-44, from Km 176.200 to 260.400 as per Annexure-III Total Section length of 82731 Mtrs ,Under the Jurisdiction of Nirmal.



Whereas the Licensee has applied to the Authority for permission to lay Telecom Cables/ducts from road/route along Nagpur-Hyderabad NH-44, from Km 176.200 to 260.400 as per Annexure-III Total Section length of 82731 Mtrs, Under the Jurisdiction of Nirmal.

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

- 1. RoW permissions are only enabling in nature. The purpose of extending the way leave facility on the National Highway RoW is not for enhancing the scope of activity of a utility service provider, either by content or by intent. Further, enforceability of the permission so granted shall be restricted only to the extent of provisions/scope of activities defined in the license agreement & for the purpose for which it is granted.
- 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 fulfillment of technical requirements shall be final and binding on all concerned parties. In case any disruption/damage is caused to any existing user by the subsequent user, the Authority shall not be held accountable or liable in any manner.
- 3. The Licensee shall be responsible for undertaking all activities including, but not limited to site identification, survey, design, engineering, arranging finance, project management, obtaining regulatory approvals & necessary clearances, supply of equipment, material, construction, erection, testing and commissioning, maintenance and operation and all other activities essential or required for efficient functioning of their own utility/industrial infrastructure facilities.
- 4. The Licensee shall pay license fees @ Rs./sq m/month to the Authority. The License fee shall become payable from the date of handing over of RoW land to the Licensee, for laying of utilities/cables/conduits/pipelines for infrastructure/ service provider. As regards Tariff and Terms and conditions for providing common utility ducts along National Highways, there shall be a separate agreement regime.
- 5. Fee shall have to be paid in advance for the period for which permission is granted for entering into a license agreement. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @15% per annum compounded annually.
- 6. Present policy of the MoRTH is to provide a 2.00 m wide utility corridor on either side of the extreme edge of RoW. In cases where utility ducts with sufficient space are already available along NH, the utility services shall be laid in such ducts subject to technical requirements being fulfilled.
- 7. The utility services shall be laid at the edge of the RoW. In case of restricted width of RoW, which may 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 meter below the ground level. However, any structure above ground shall be aesthetically provided for / landscaped with required safety measures as directed by the concerned Authority;
- 11. The utility services shall be permitted to cross the National Highway either through structure or conduits specially built for that purpose. The casing/ conduit pipe should, as minimum, extend from drain in cuts and toe of slope to toe of slope in the fills and shall be designed in accordance with 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 30 cm. but not more than 60 cms wider than the outer diameter of the pipe. Filling of the trench shall conform to the specifications contained here-in-below or as supplied by the Highway Authority.
- a. Bedding shall be to a depth not less than 30 cm. It shall consist of granular material, free of lumps, clods and cobbles, and graded to yield a firm surface without sudden change in the bearing value. Unsuitable soil and rock edges should be excavated and replaced by selected material.
- b. The backfill shall be completed in two stages (i) Side-fill to the level of the top of the pipe (ii) Overfill to the bottom of the road crust.
- c. The side fill shall consist of granular material laid in 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 had been removed. Consolidation by saturation or ponding will not be permitted.

- d. The road crust shall be built to the same strength as the existing crust on either side of the trench or to thickness and specifications stipulated by the Highway Authority.
- 17. The Licensee shall ensure making good the excavated trench for laying utility services by proper filling and compaction, so as to restore the land in to the same condition as it was before digging the trench, clearing debris/loose earth produced due to execution of trenching at least 50 m away from the edge of the right of way;
- 18. All required restoration work subsequent to laying of the cable shall be required to be undertaken by the Licensee at its cost either by itself or through its authorized representative in consultation with the Authority as per predetermined time schedule and quality standards.
- 19. Prior to commencement of any work on the ground, a performance Bank Guarantee @Rs 100/- per route metre with a validity of one year initially (extendable if required till satisfactory completion of work) shall have to be furnished by the Licensee to the Authority/its designated agency as a security against improper restoration of ground in terms of filling/unsatisfactory compaction damages caused to other underground installations/utility services & interference, interruption, disruption or failure caused thereof to any services etc. In case of the Licensee failing to discharge the obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee.
- 20. In case, the Performance Bank Guarantee is invoked as mentioned above, the Licensee shall be required to replenish and reinstate the required Performance Bank Guarantee within one month of such invoking. In case the work contemplated herein is not completed to the satisfaction of the Authority, which has granted the permission, within a period of 11 months from the date of issue of the Bank Guarantee, the Licensee shall either furnish a fresh guarantee or extend the guarantee for a further period of one year. Notwithstanding this, the Licensee shall be liable to pay full compensation to the aggrieved Authority/ its designated agency for any damage sustained by them by reason of the exercise of the RoW facility;
- 21. The Licensee shall shift the utility services within 90 days (or as specified by the respective Authority) from the date of issue of the notice by the concerned Authority to shift/relocate the utility services, in case it is so required for the purpose of improvement/widening of the road/route/highway or construction of flyover/bridge and restore the road/land to its original condition at his own cost and risk.
- 22. The Licensee shall be responsible to ascertain from the respective agency in co-ordination with Authority, regarding the location of other utilities / underground installations/ facilities etc. The Licensee shall ensure the safety and security of already existing underground installations/utilities/facilities etc. before commencement of the excavation/using the existing cable ducts. The Licensee shall procure insurance from a reputed insurance company against damages to already existing underground installations/utilities /facilities etc.
- 23. The Licensee shall be solely responsible/ liable for full compensation/indemnification of concerned agency / aggrieved Authority for any direct, indirect or consequential damage caused to them / claims or replacements sought for, at the cost and risk of the Licensee. The concerned agency in co-ordination with Authority shall also have a right make good such damages/ recover the claims by forfeiture of Bank Guarantee.

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- 24. If the Licensee fails to comply with any condition to the satisfaction of the Authority, the same shall be executed by the Authority at the cost and risk of the Licensee.
- 25. Grant of License is subject to the Licensee satisfying (a) minimum disruption of traffic and (b) no damage to the highways. As far as possible, the Licensee should avoid cutting of the road for crossing highway, and other roads and try to carry out the work by trenchless technology. In case any damage is caused to the road pavement in this process, the Licensee will be required to restore the road to the original condition at its cost. If due to unavoidable reasons the road needs to be cut for crossing or laying utility services, the Licensee has to execute the restoration work in a time bound manner at its cost either by itself or through its authorized representative in consultation with the Authority as per predetermined time schedule and quality standards. In case of the Licensee failing to discharge the obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee.
- 26. The Licensec shall inform/give a notice to the concerned agency designated by the Authority at least 15 day in advance with route details prior to digging trenches, for fresh or maintenance/repair works. A separate performance Bank Guarantee for maintenance/repair works shall have to be furnished by the Licensee.
- 27. Each day, the extent of digging the trenches should be strictly regulated so that utility services is laid and trenches filled up before the close of the work that day. Filling should be completed to the satisfaction of the concerned agency designated by the Authority.
- 28. The licensee shall indemnify the concerned agency in co-ordination with Authority, against all damages and claims, if any due to the digging of trenches for laying cables/ducts.
- 29. The permission for laying utility services is granted maximum for 5 years at a time, which can thereafter be considered for renewal. On payment of additional fee at the time of renewal, the permission shall automatically be renewed, unless defaults exist. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @15% per annum compounded annually.
- 30. The permission shall be valid only for the period it is issued and fee deposited. However, the Authority also has a right to terminate the permission or to extend the period of Agreement.
- 31. That the Licensee shall not undertake any work of shifting, repairs or alterations to the utility services without prior written permission of the concerned agency in co-ordination with the Authority.
- 32. The permission granted shall not in any way be deemed to convey to the Licensee any ownership right or any interest in route/road/highway land/ property, other than what is herein expressly granted. No use of NH RoW will be permitted for any purpose other than that specified in the Agreement.
- 33. During the subsistence of this Agreement, the utility services located in highway land / property shall be deemed to have been constructed and continued only by the consent and permission of the Authority so that the right of the Licensee to the use thereof shall not become absolute and indefeasible by lapse of time.

34. The Licensee shall beanthe 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 authorized representatives of Authority to inspect the Project Facilities and to investigate any matter within their Authority, and upon reasonable notice, shall provide reasonable assistance necessary to carry out their respective duties and functions.
- 37. The utility services shall not be made operational by the Licensee unless a completion certificate to the effect that the utility services has been laid in accordance with the approved specifications and drawings and the trenches have been filled up to the satisfaction of the concerned agency in co-ordination with the Authority has been obtained. Notwithstanding anything contained herein, this Agreement may be cancelled at any time by Authority for breach of any condition of the same and the Licensee shall neither be entitled to any compensation for any loss caused to it by such cancellation 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 brought back to the original condition failing which the Licensee will lose the right to remove the utility services. However before taking up the work of removal of utility services the Licensee shall furnish a Bank Guarantee to the Authority for a period of one year for an amount assessed by the Authority as a security for making good the excavated trench by proper filling and compaction, clearing debris, loose earth produced due to excavation of trenching at least 50m away from the edge of the RoW.
- 42. Any disputes in interpretation of the terms and conditions of this Agreement or their implementation shall be referred to the redress mechanism prevailing in the Ministry and the decision of the redress mechanism shall be final and binding on all.

- 43. For PPP Projects, in case of any financial loss incurred by the respective project concessionaires due to such laying/shifting of utility services by the Licensee, compensation for the same shall be required to be borne by the Licensee in mutual agreement with the respective project concessionaires. MoRT&H/
- 44. 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 Stamp Paper. Each party to this Agreement has retained one stamped copy each.

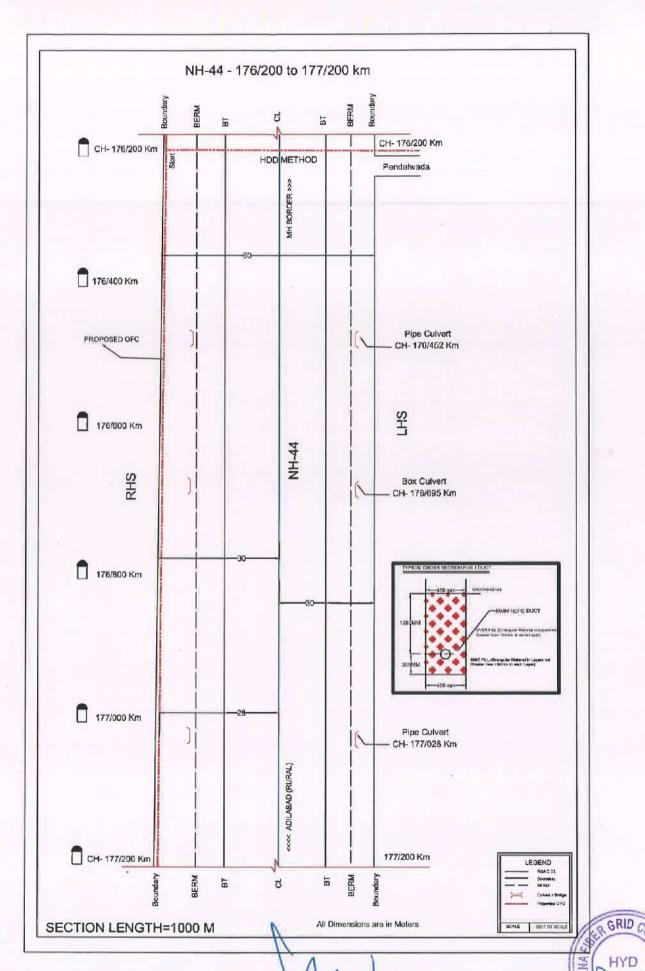
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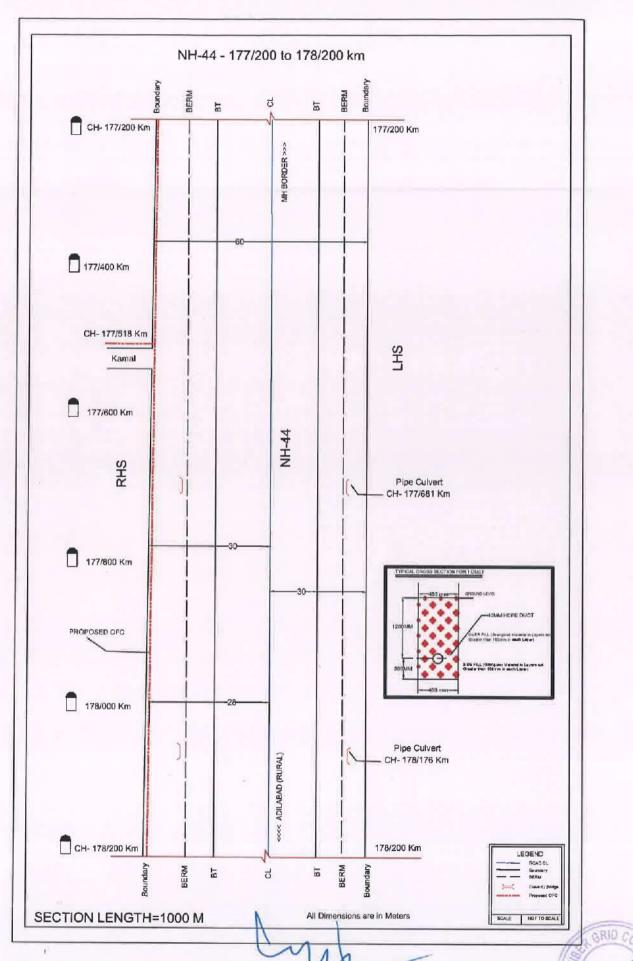
HOLDER OF GENERAL POWER OF ATTORNY DATED -----EXECUTED IN ACCORDANCE WITH THE RESOLUTION NO. -------DATED------PASSED BY THE BOARD OF DIRECTORS IN THE MEETING HELD ON------

IN THE PRESENCE OF (WITNESSES):

1. J. ARUN KUMAR ROW MANAGOR: Affille

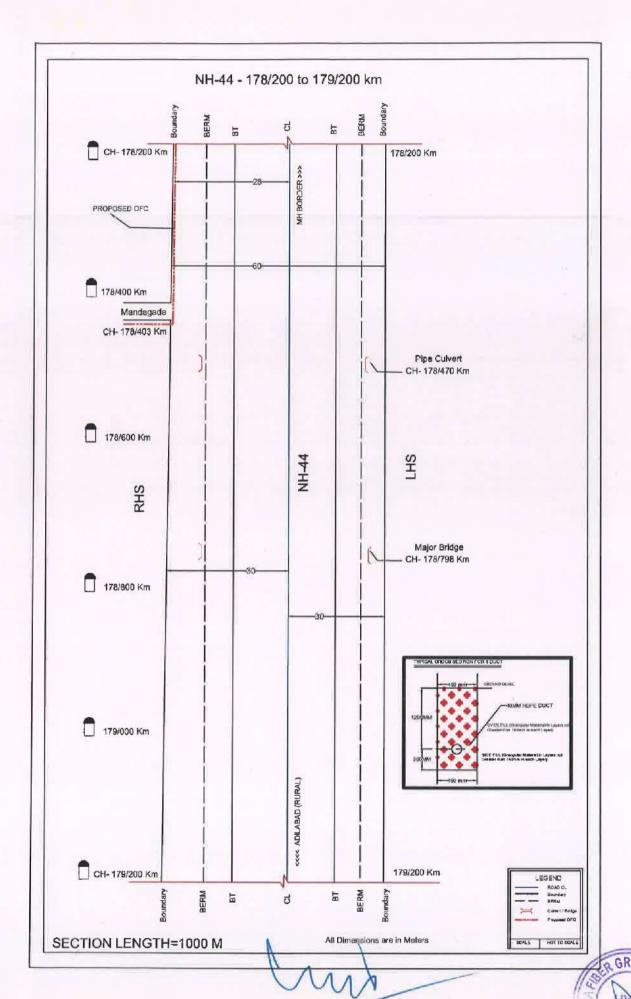
2. R.V.R.V. HARI KISHORE, ROW EXECUTIVE: R. Bishoe

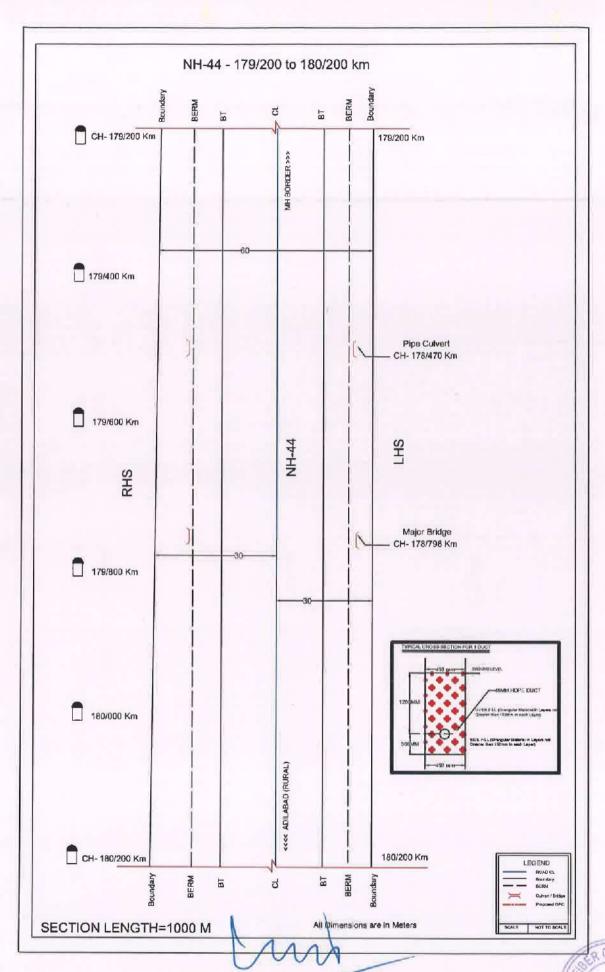


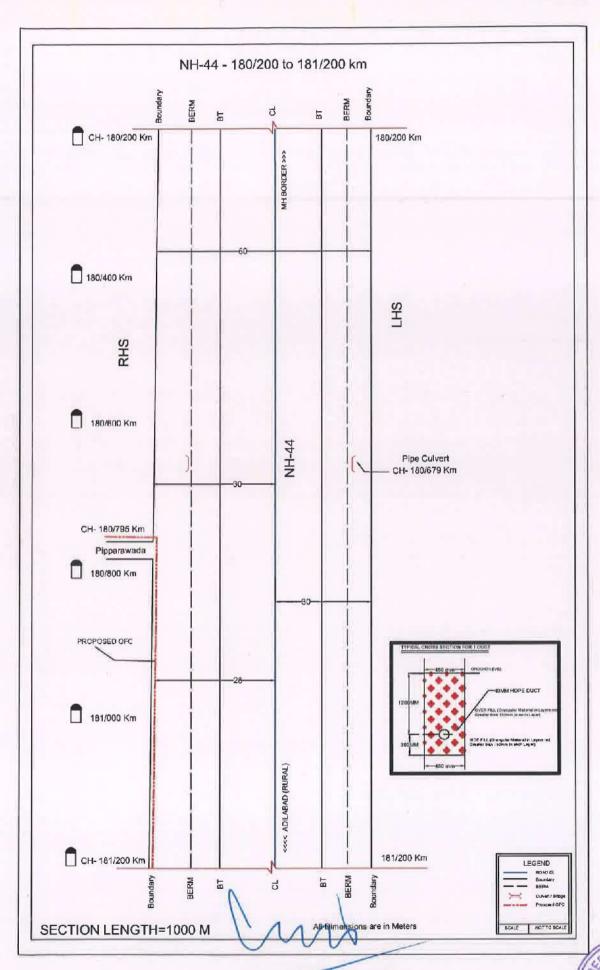


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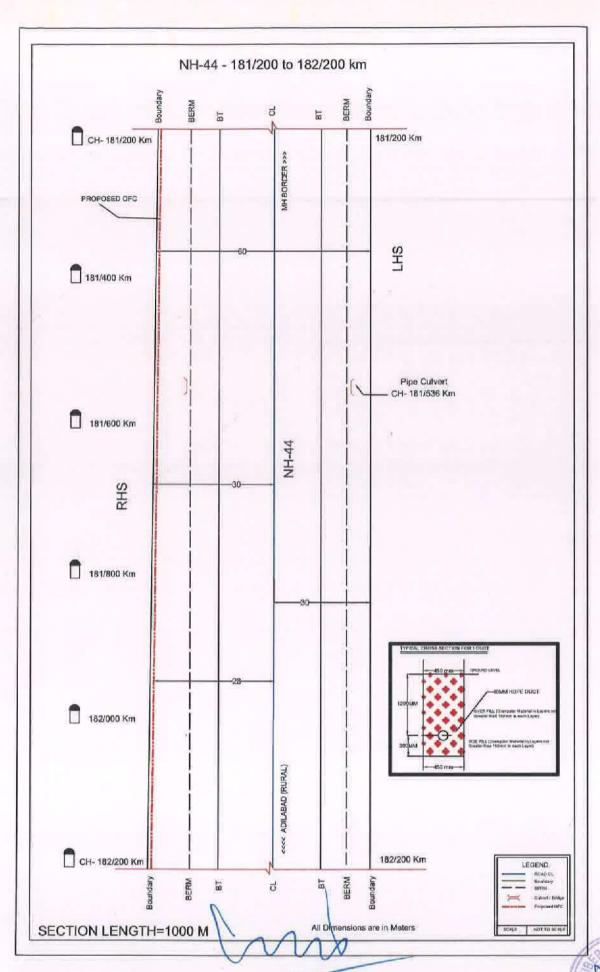
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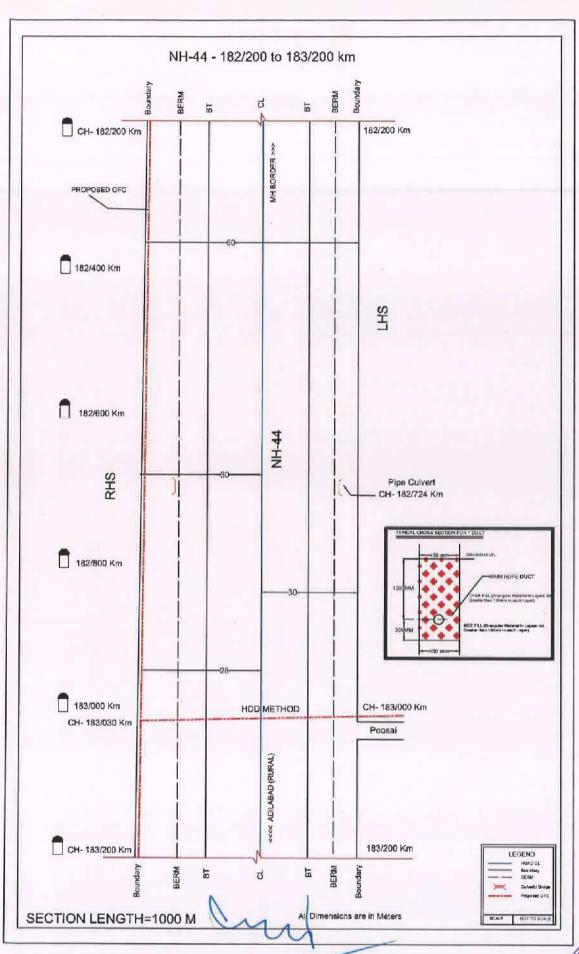


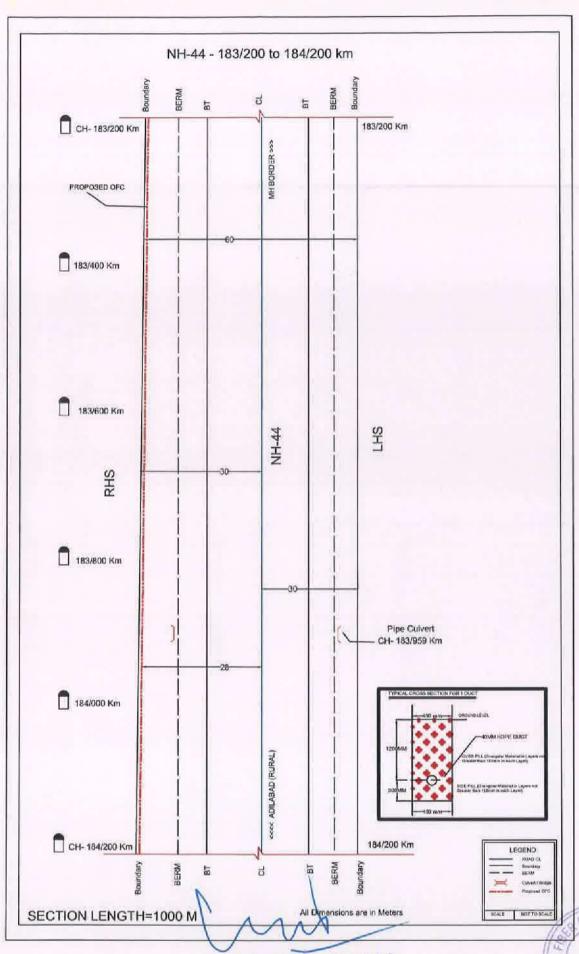


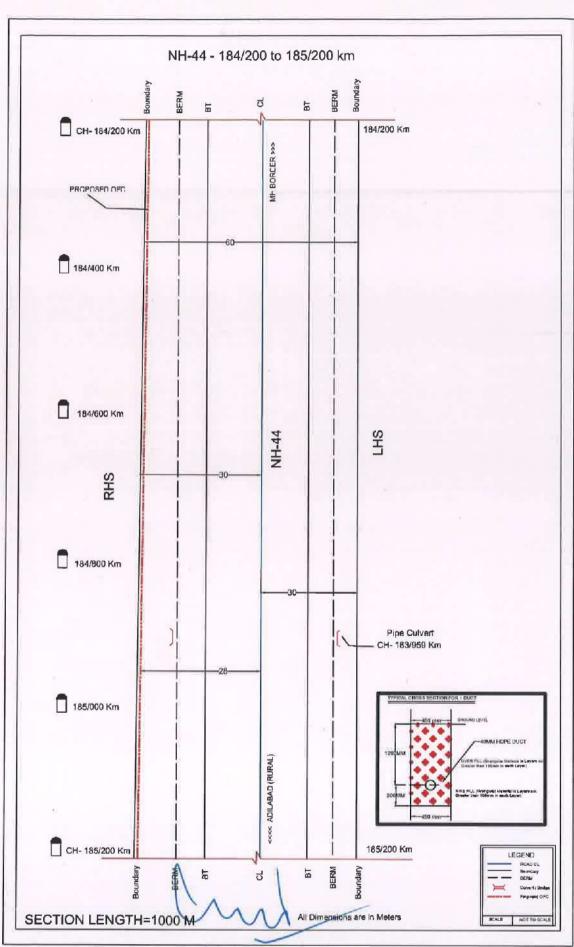


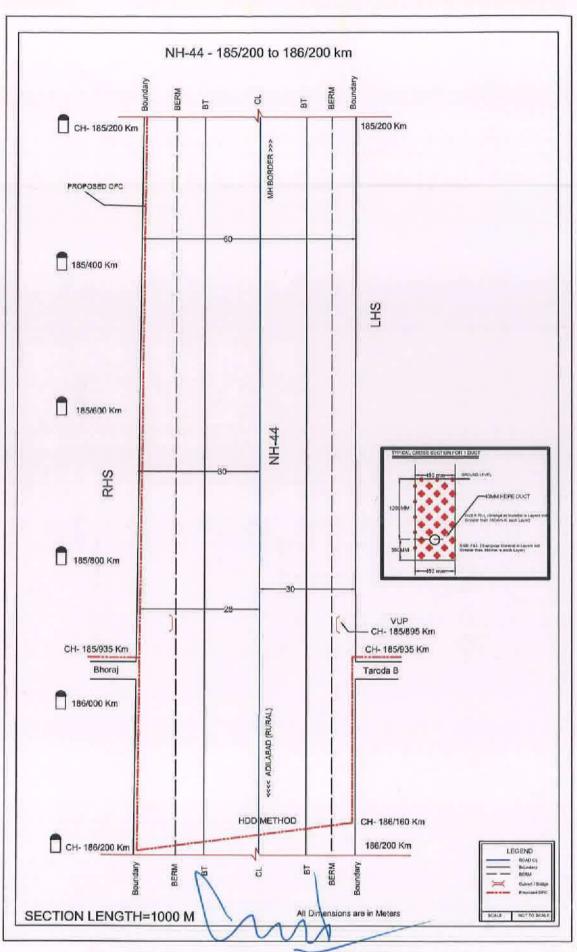
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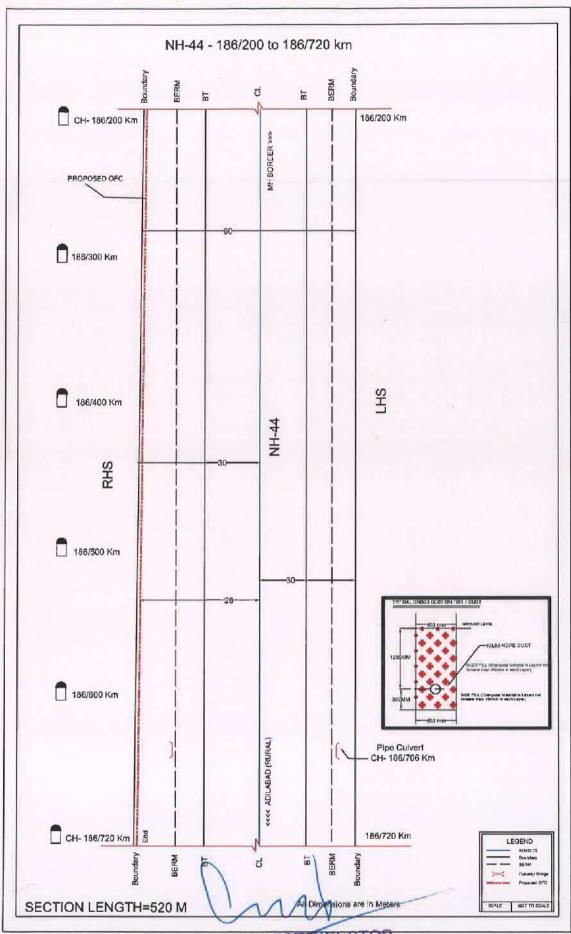


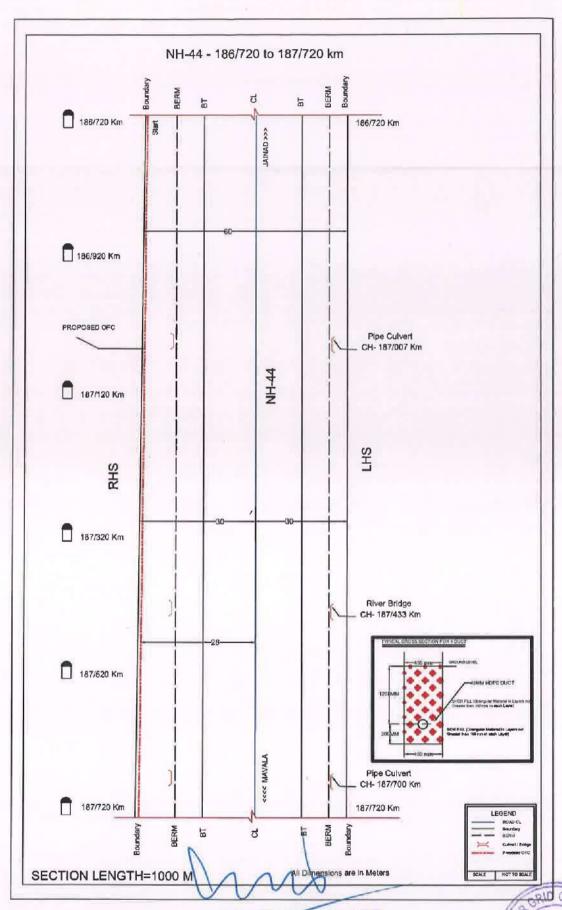


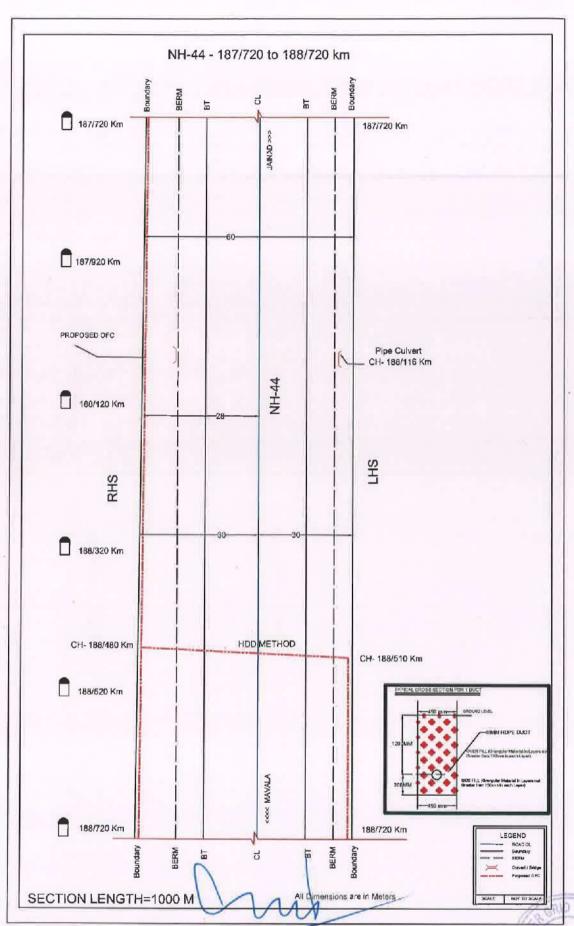


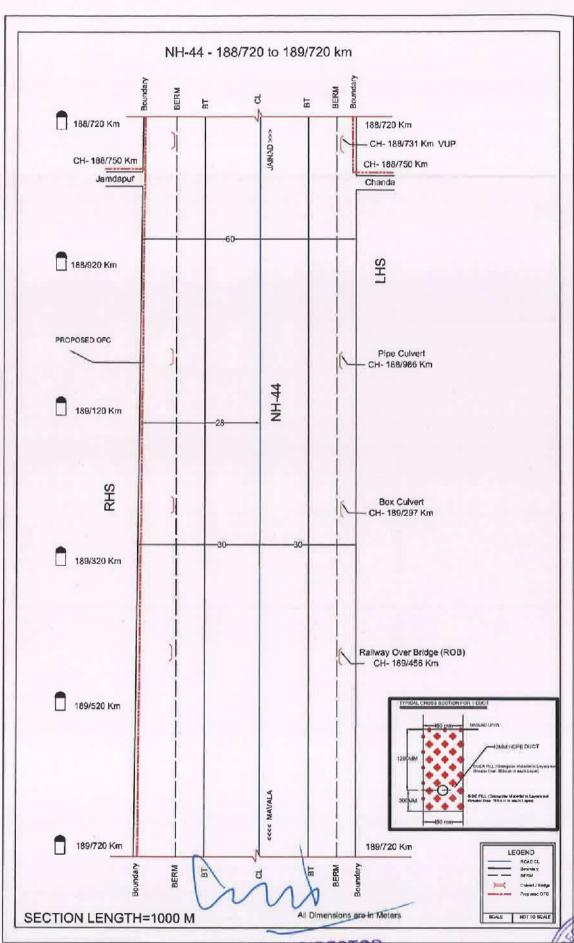




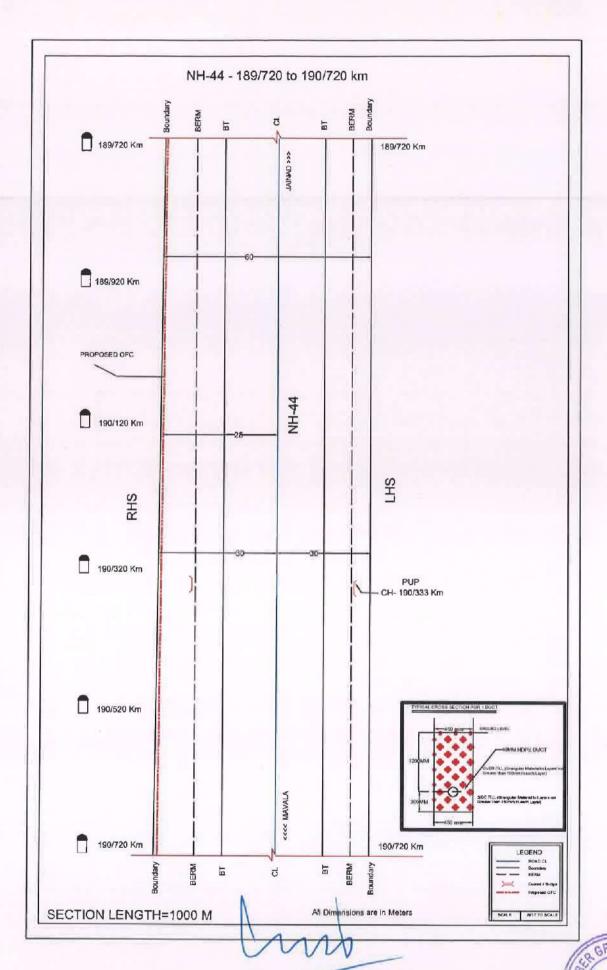


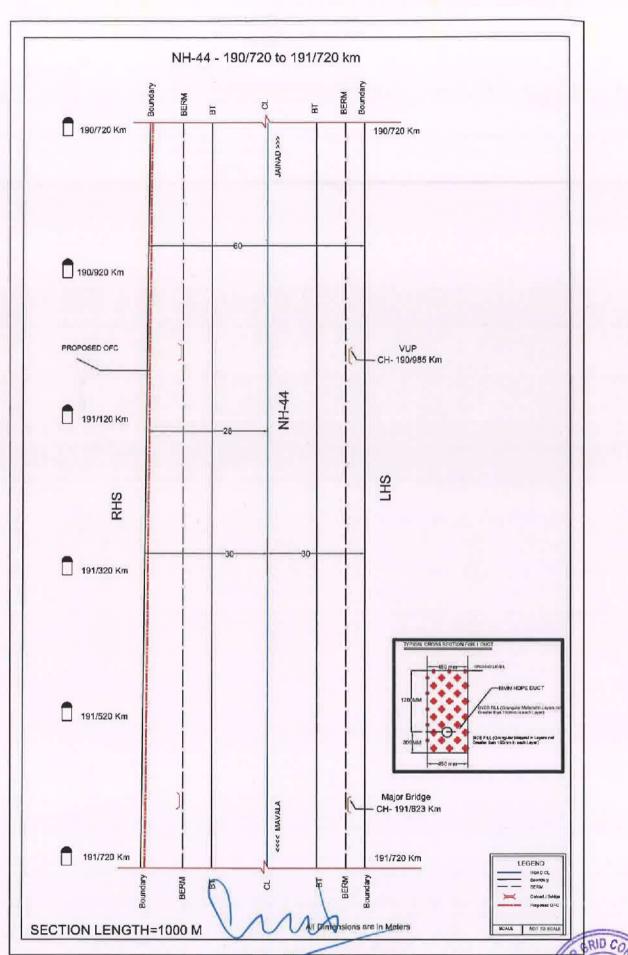


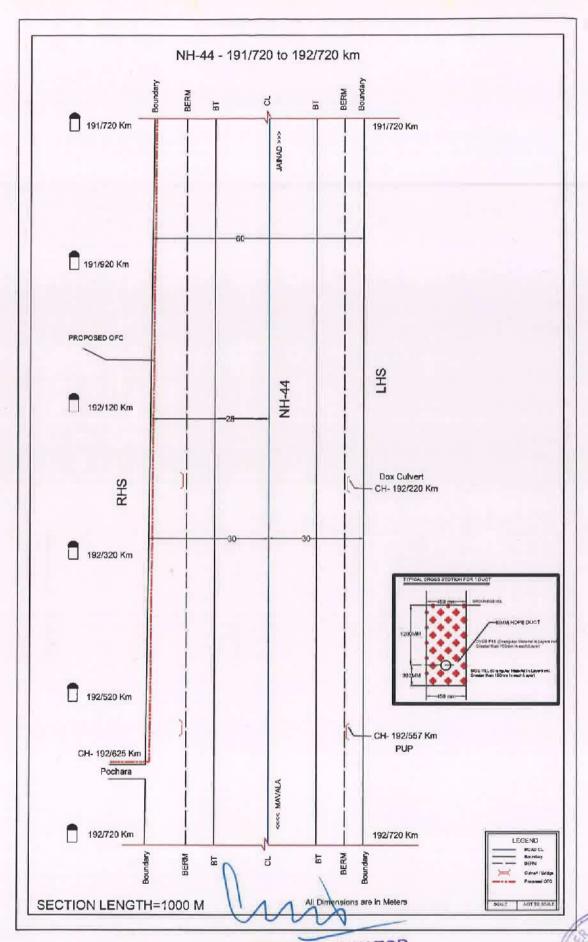


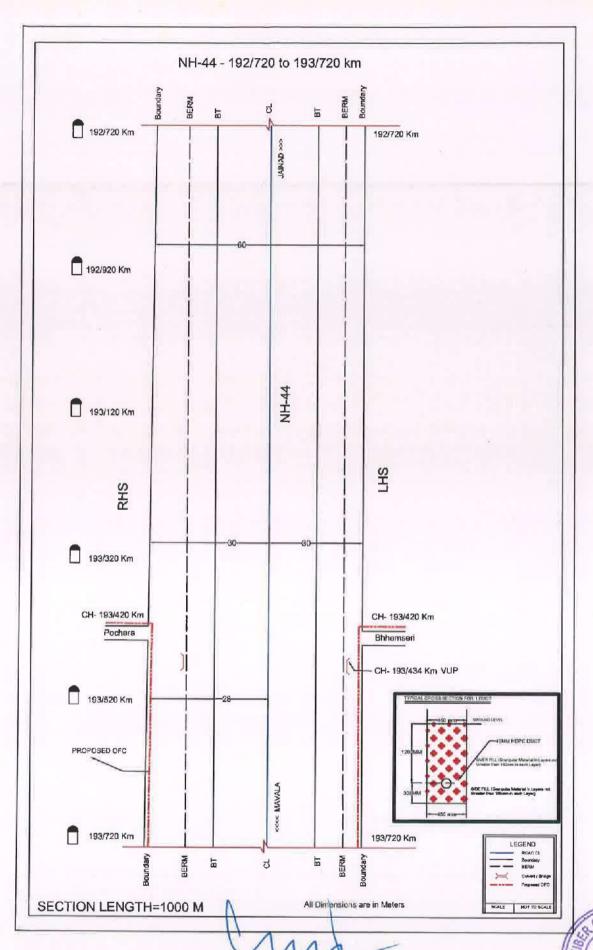


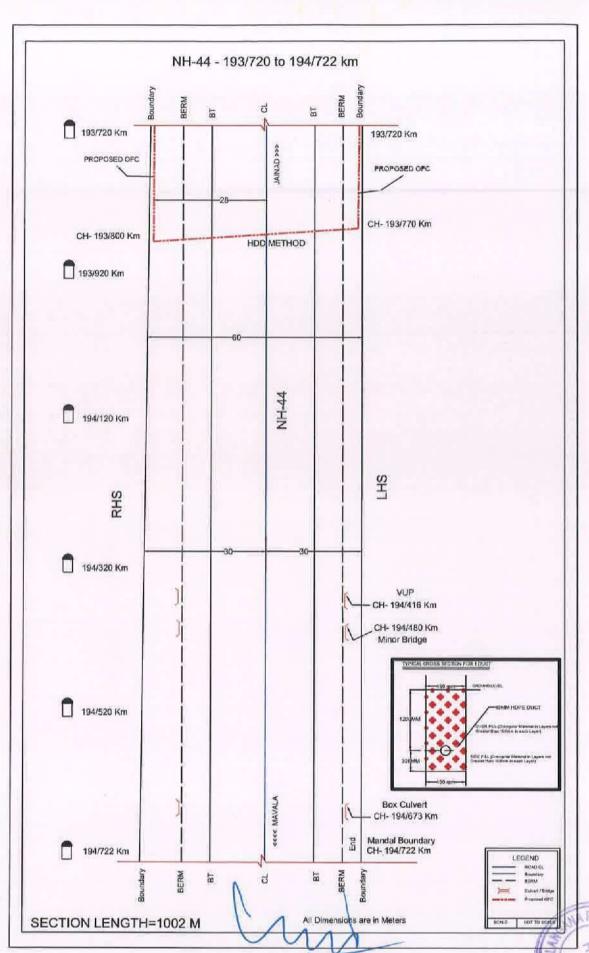
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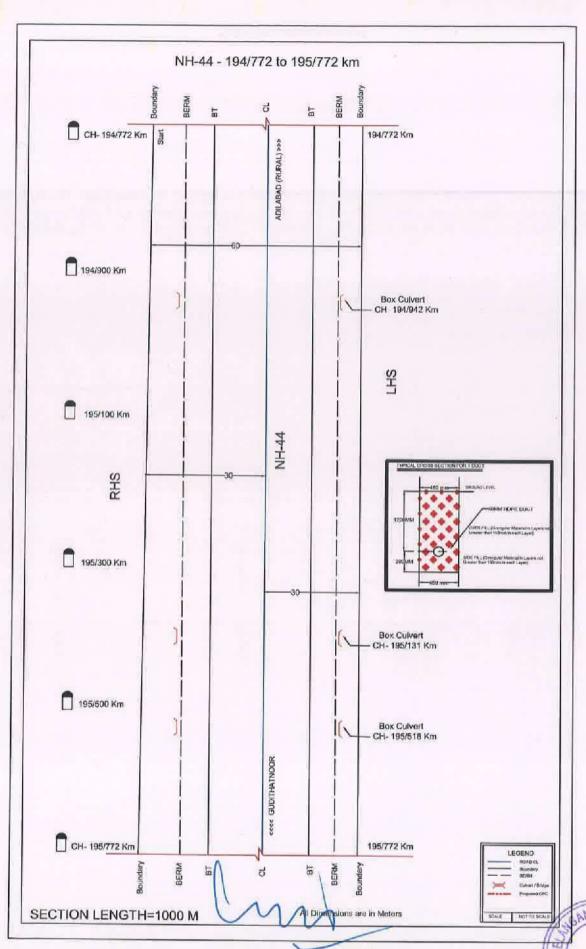


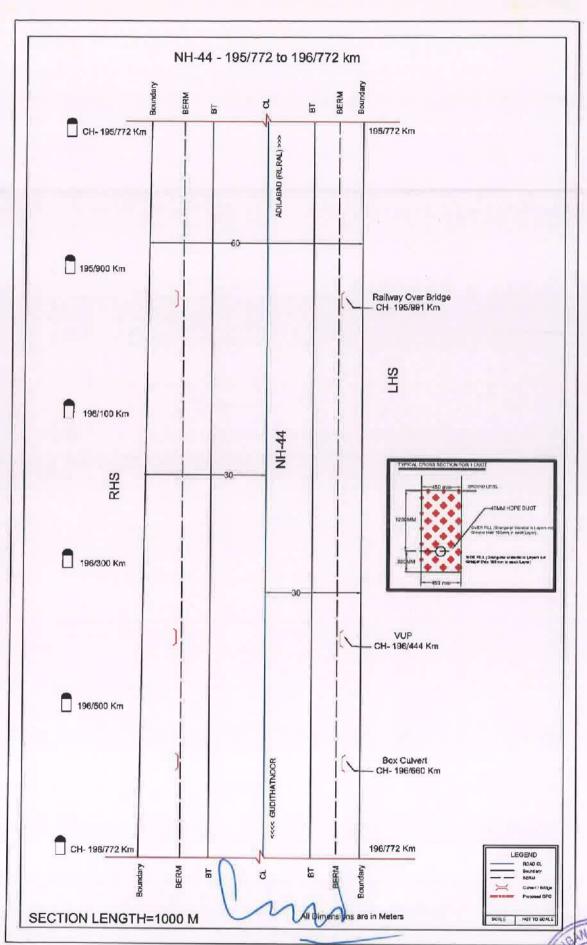


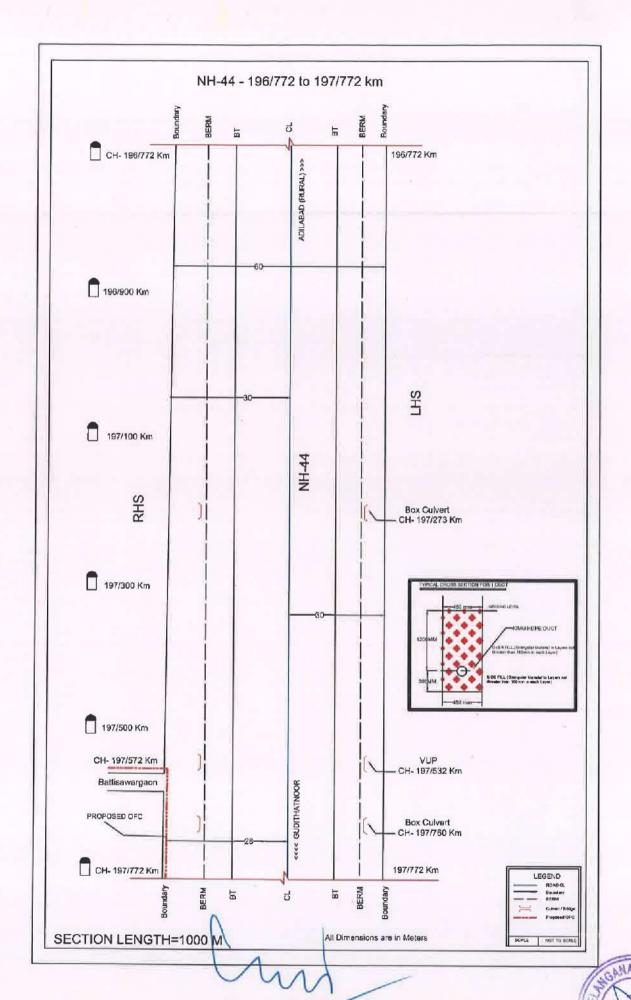


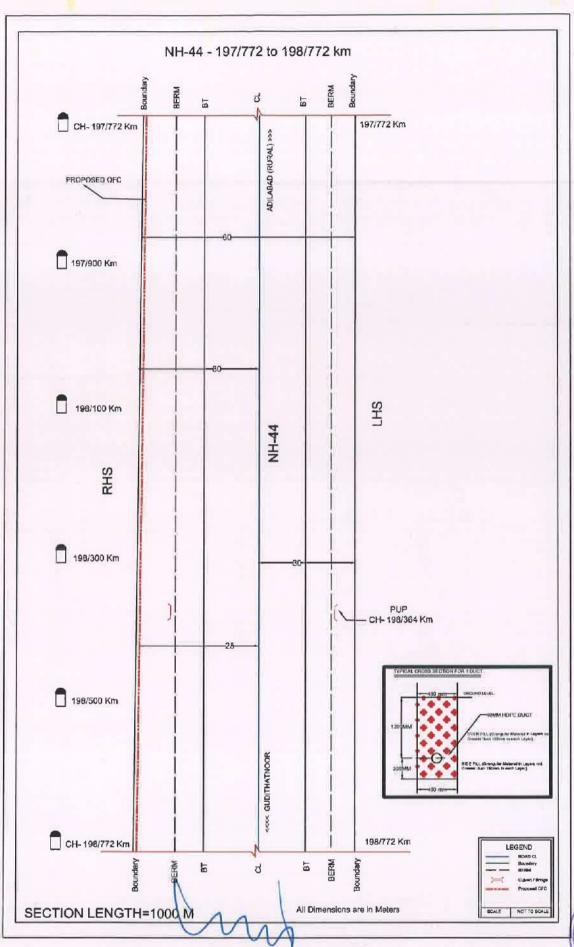




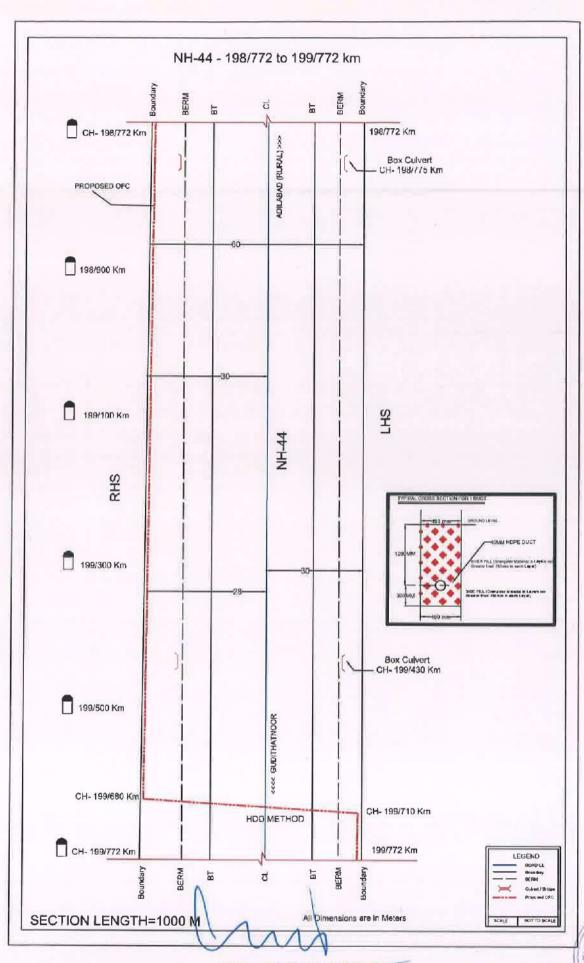


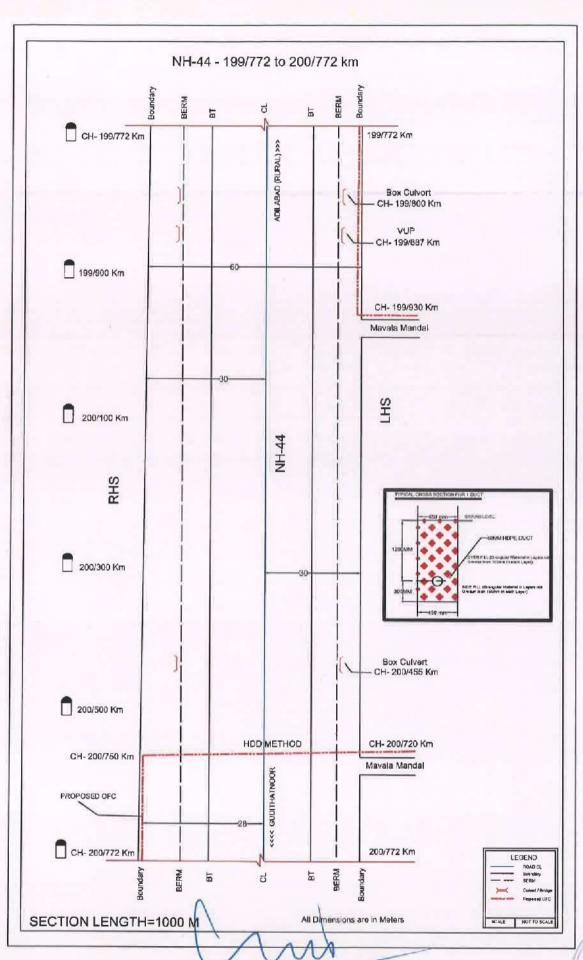




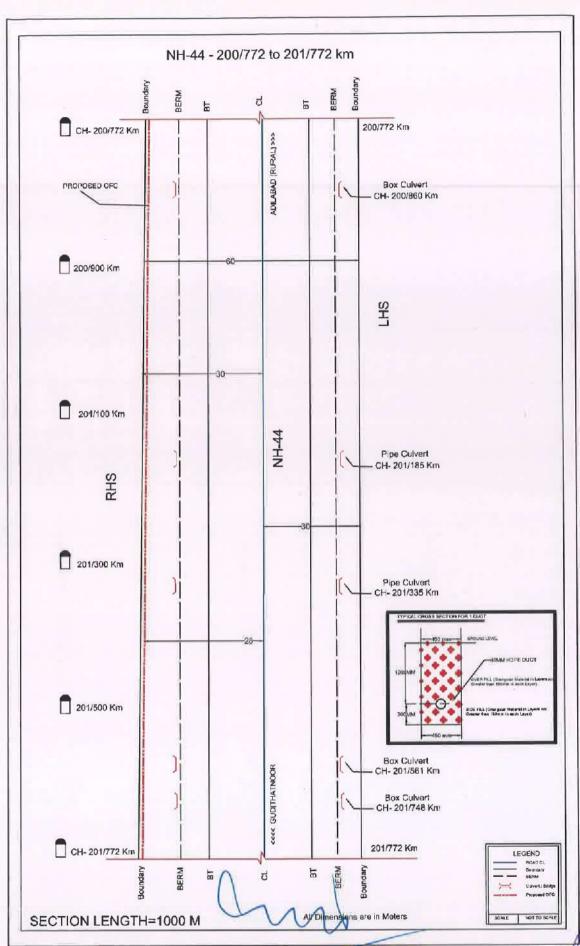


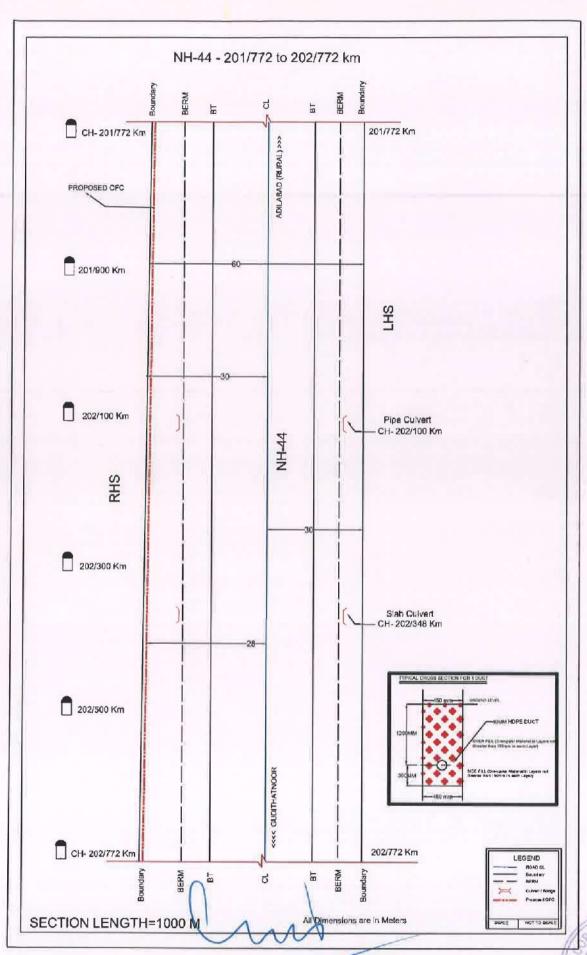


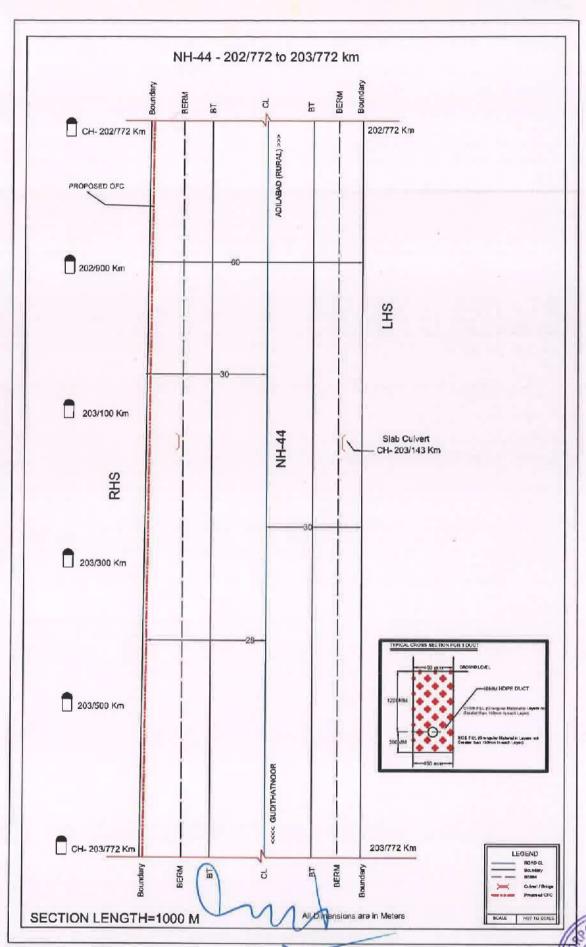


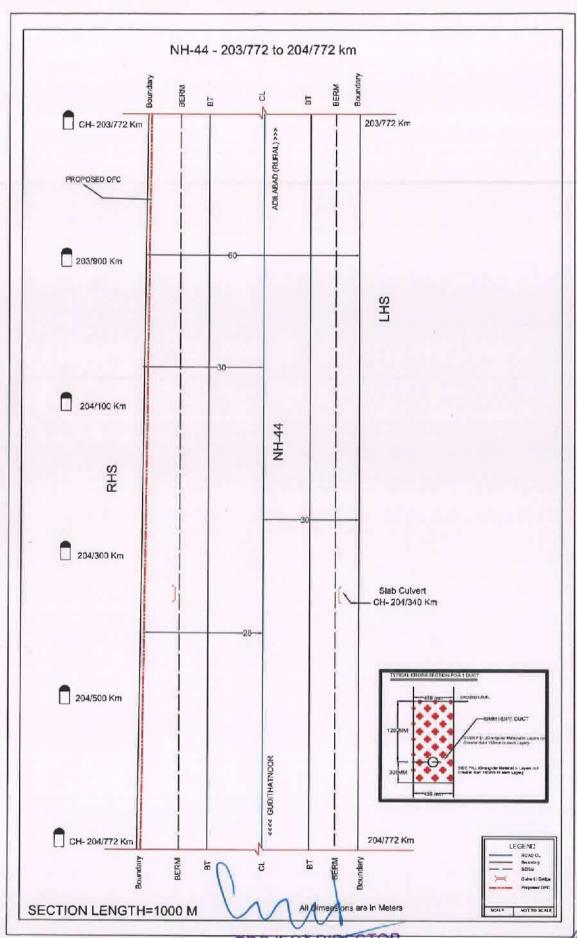


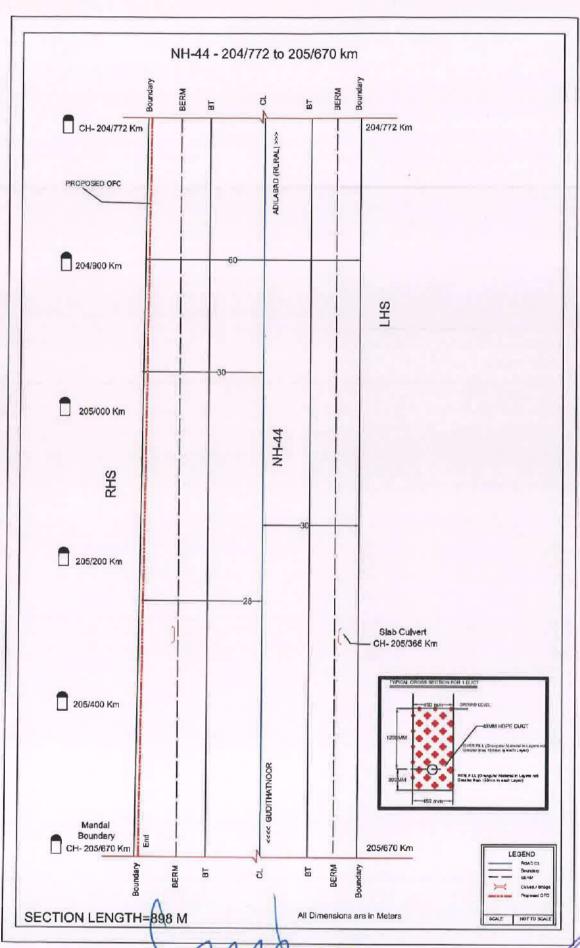
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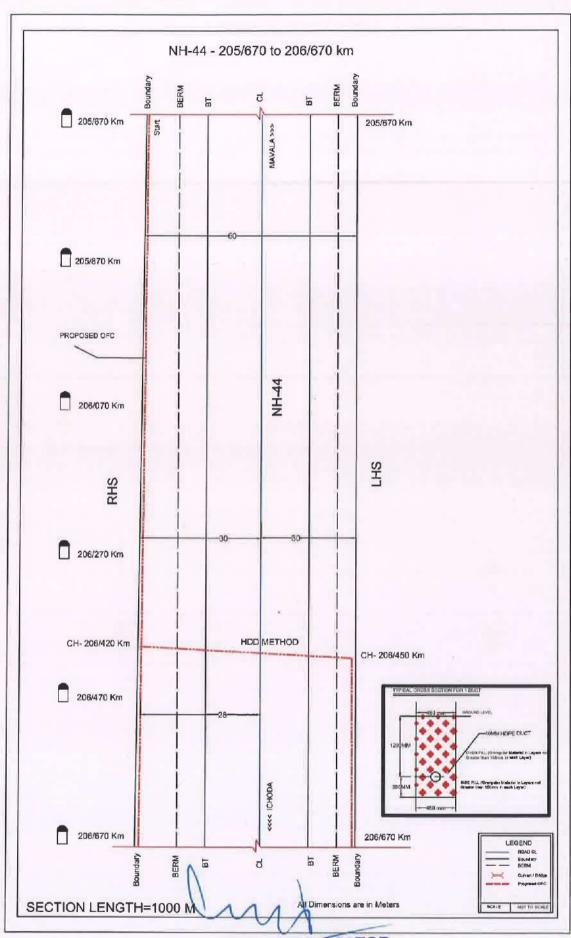




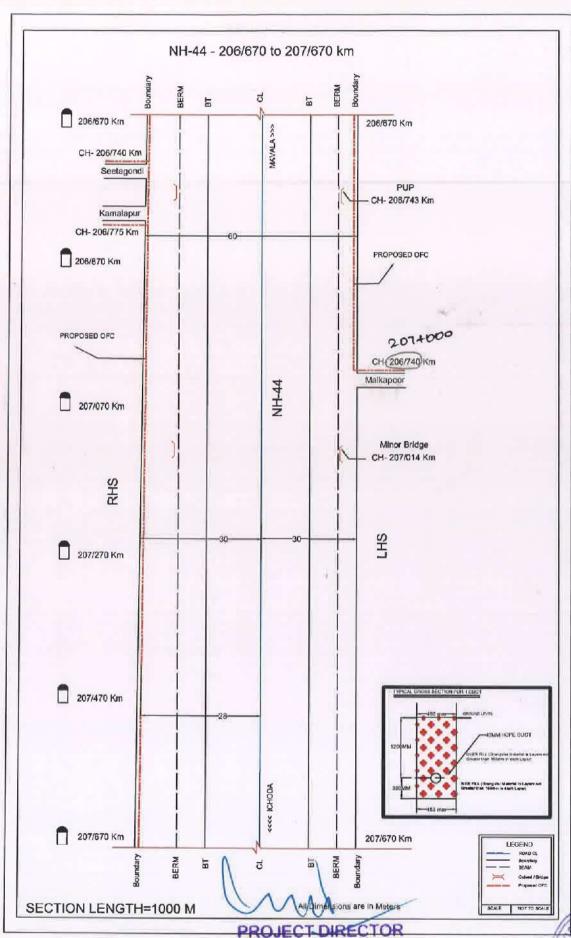


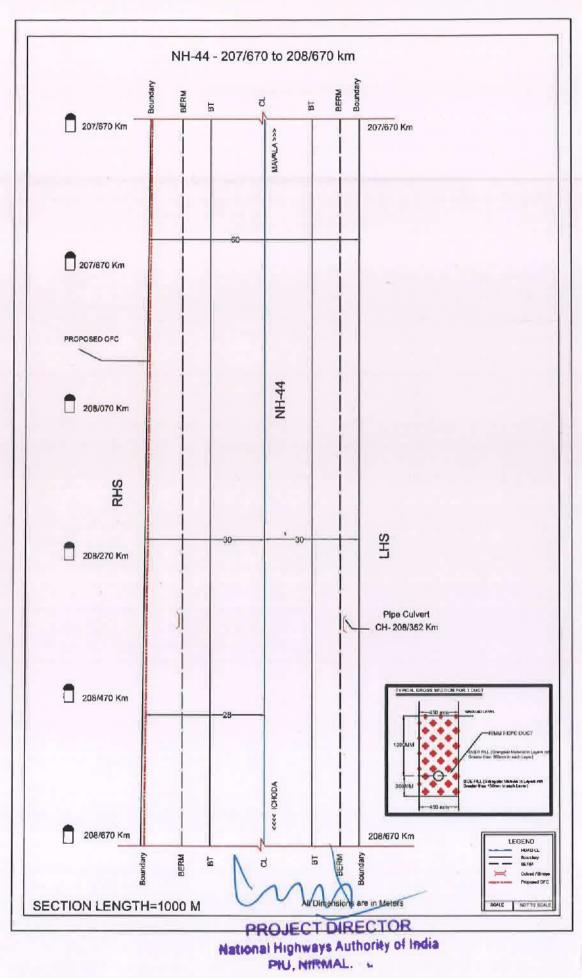




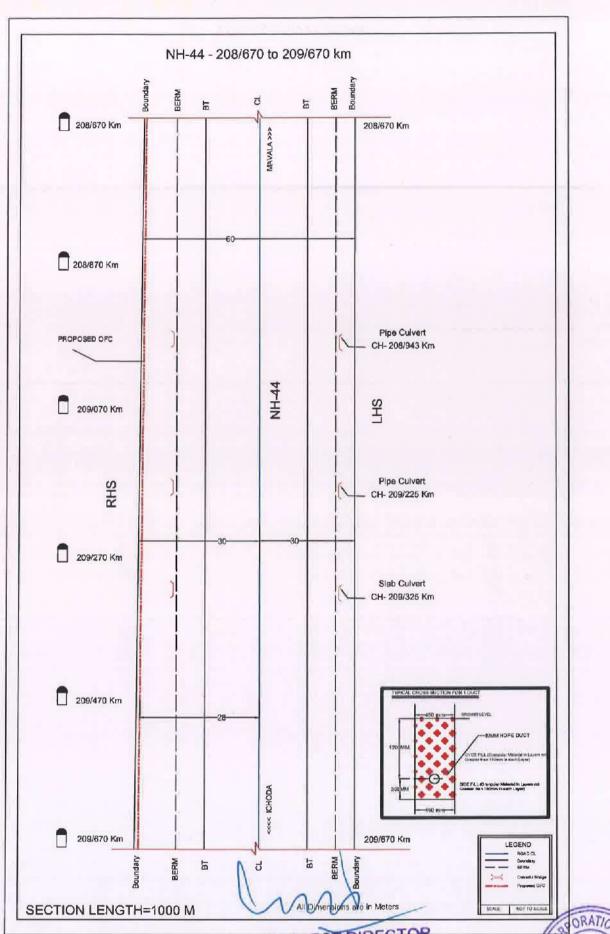


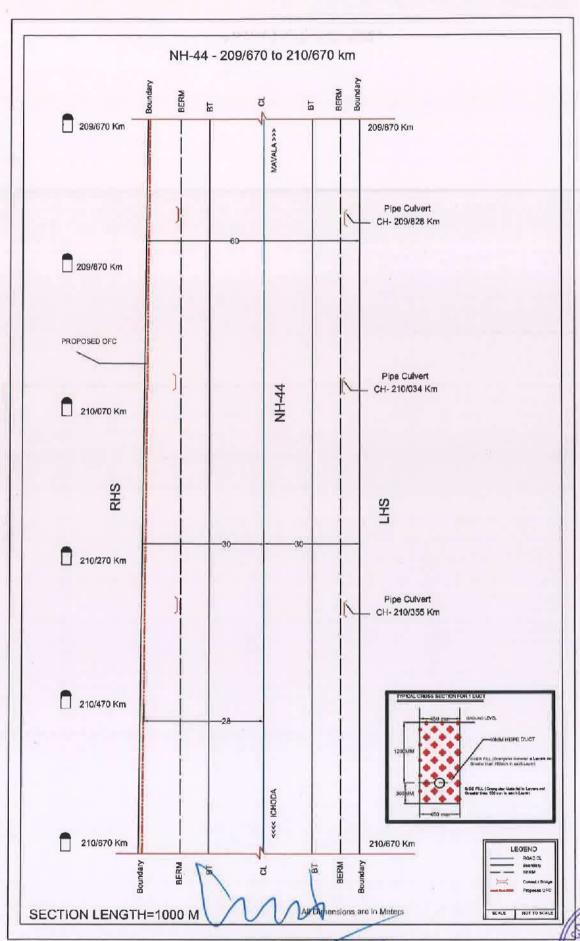


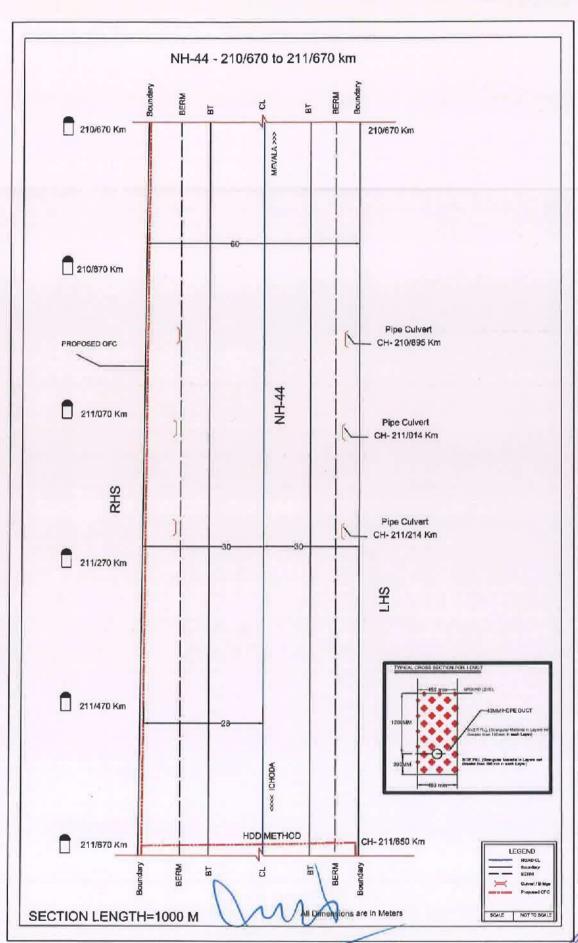


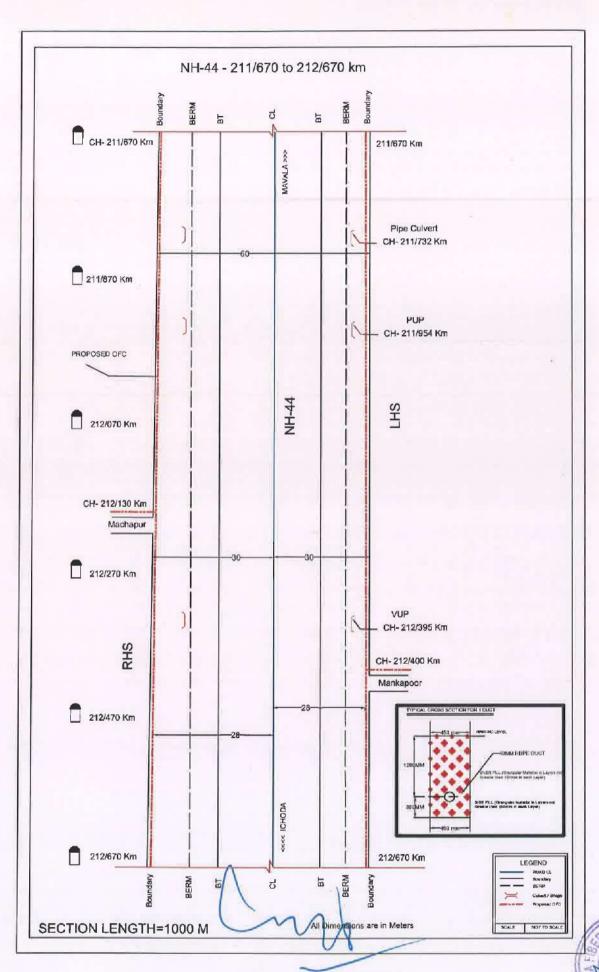


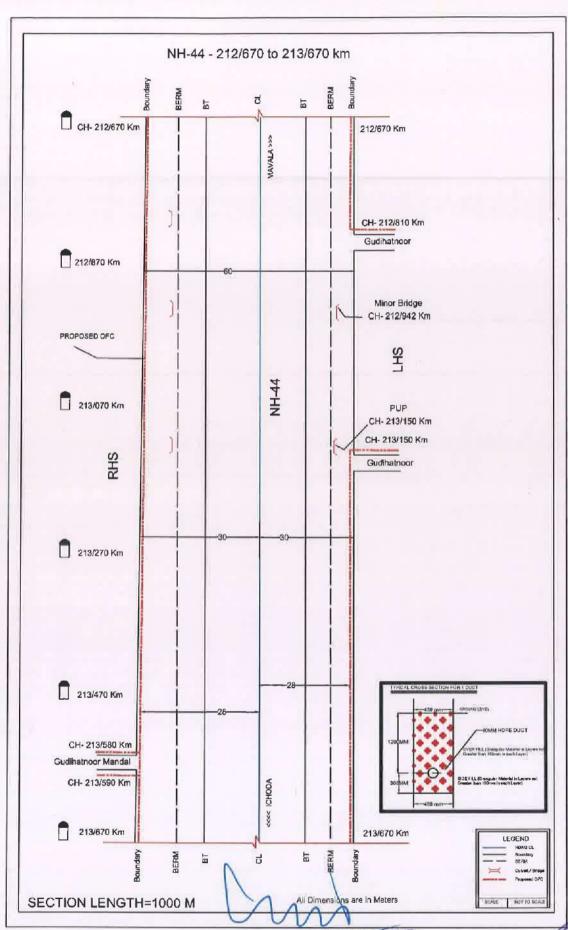


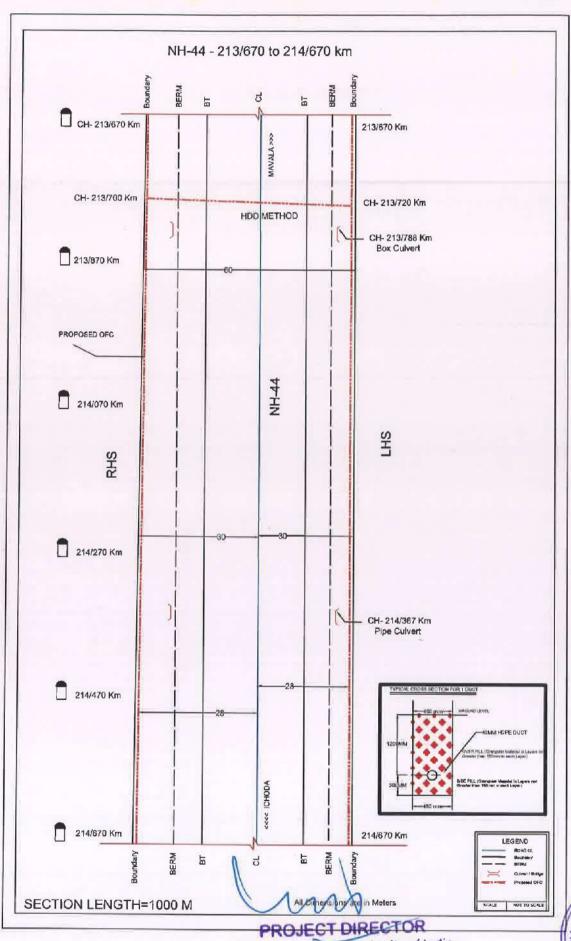






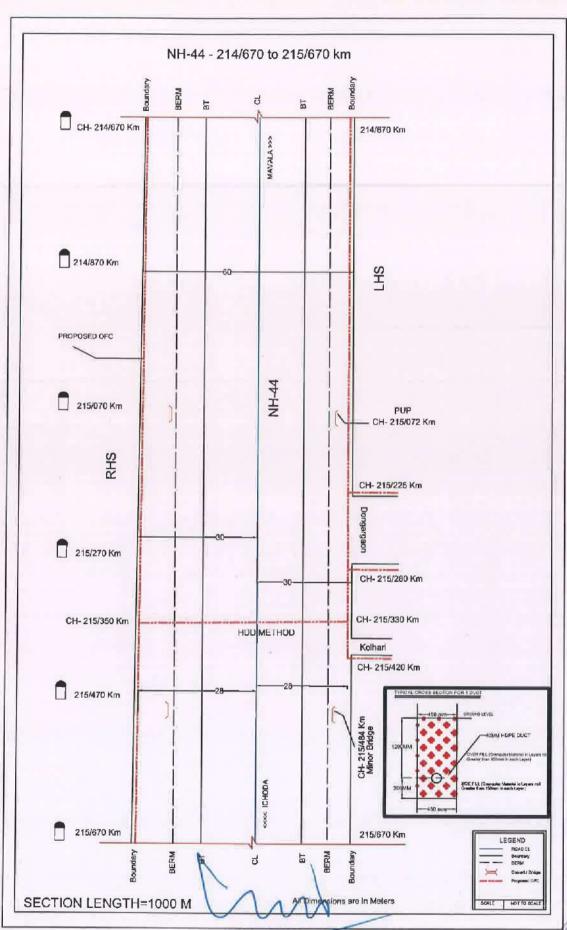


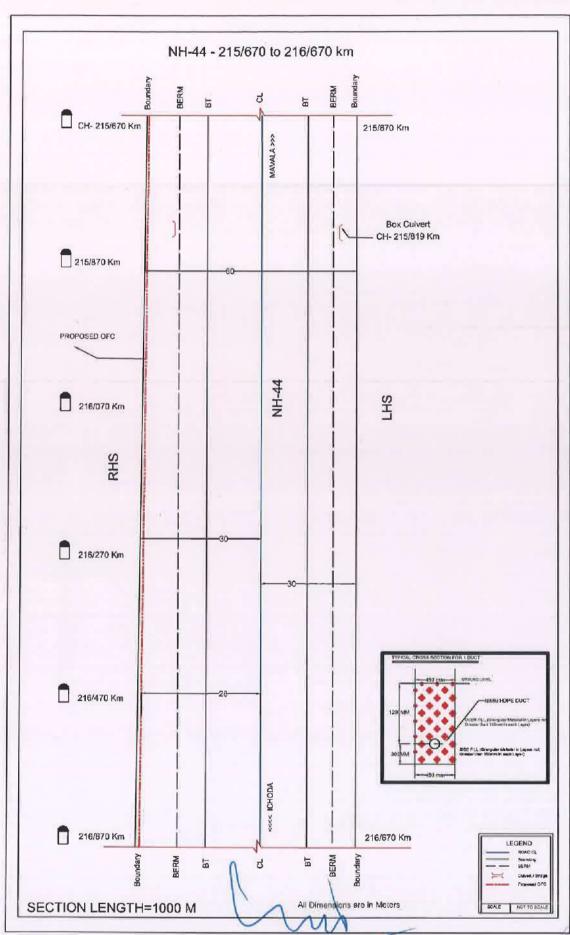




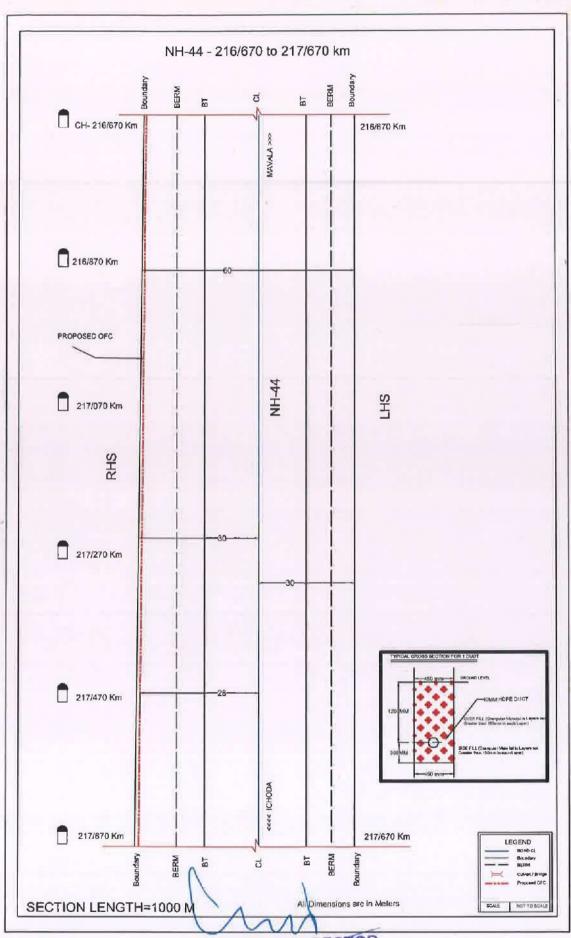
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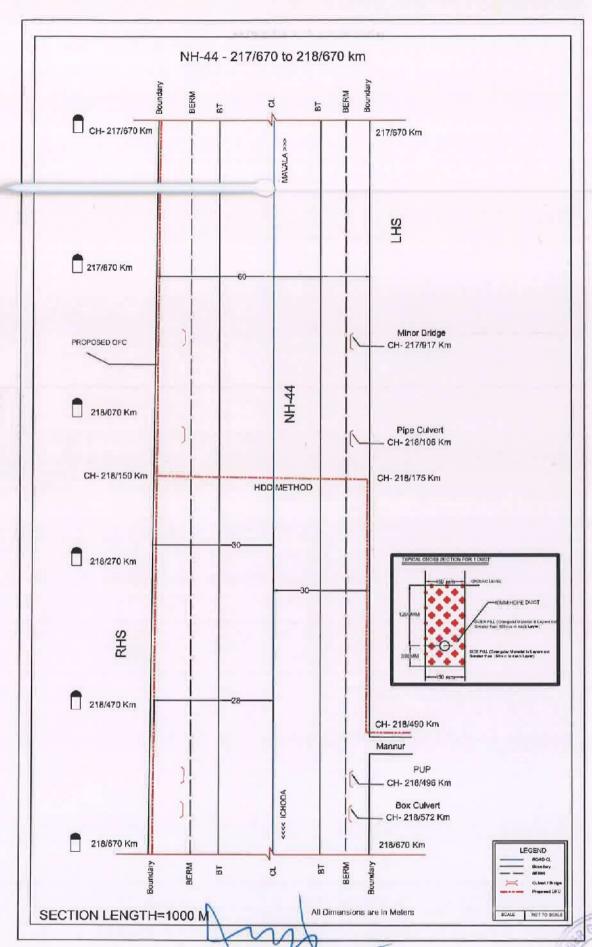
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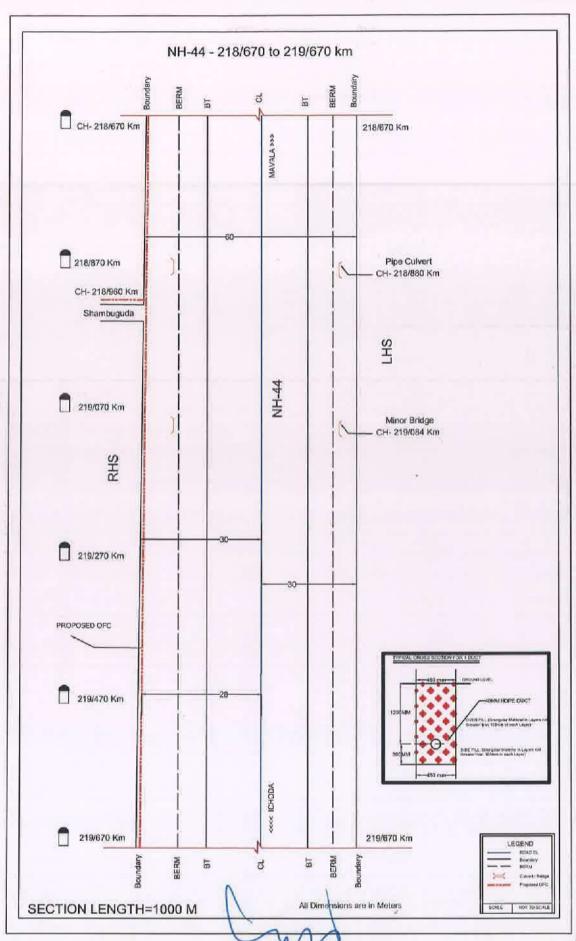


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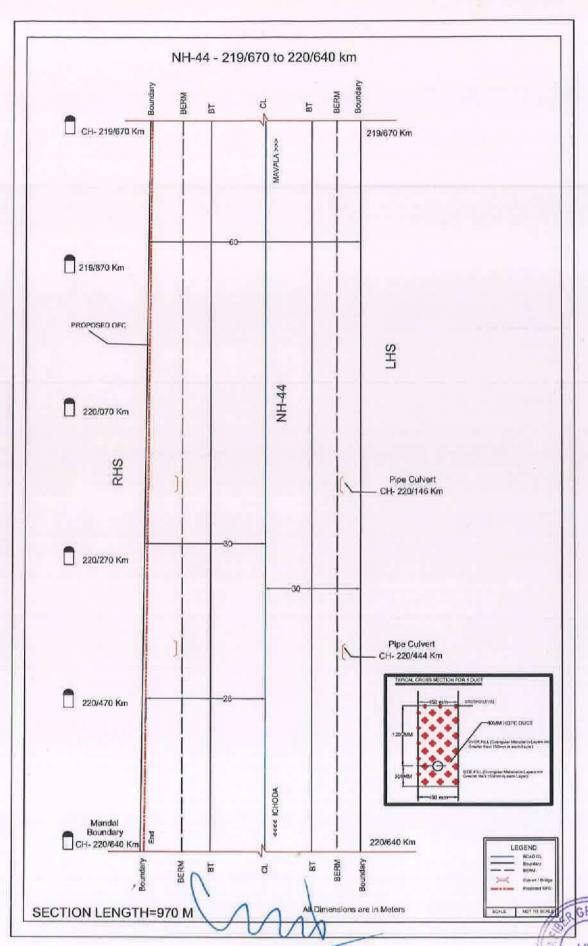


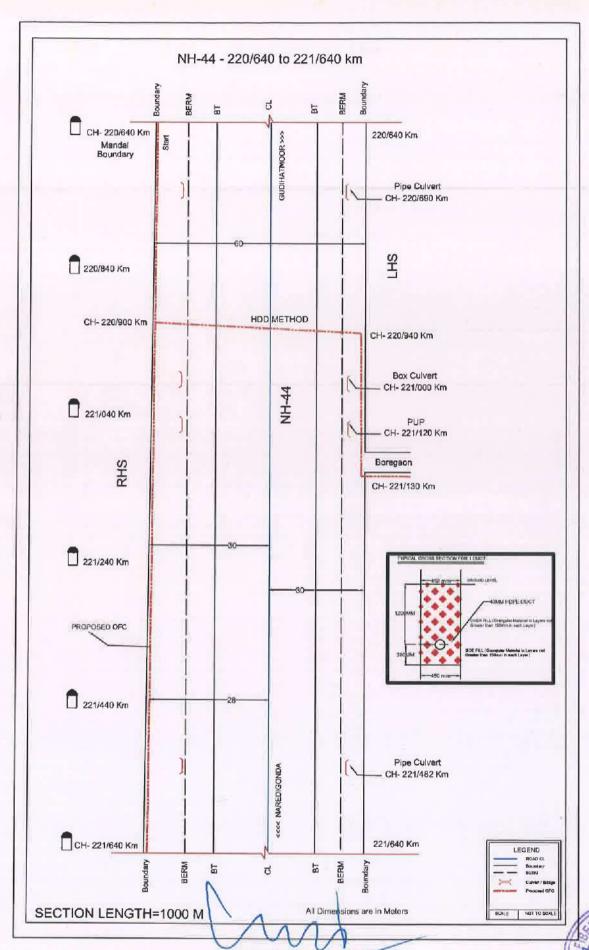


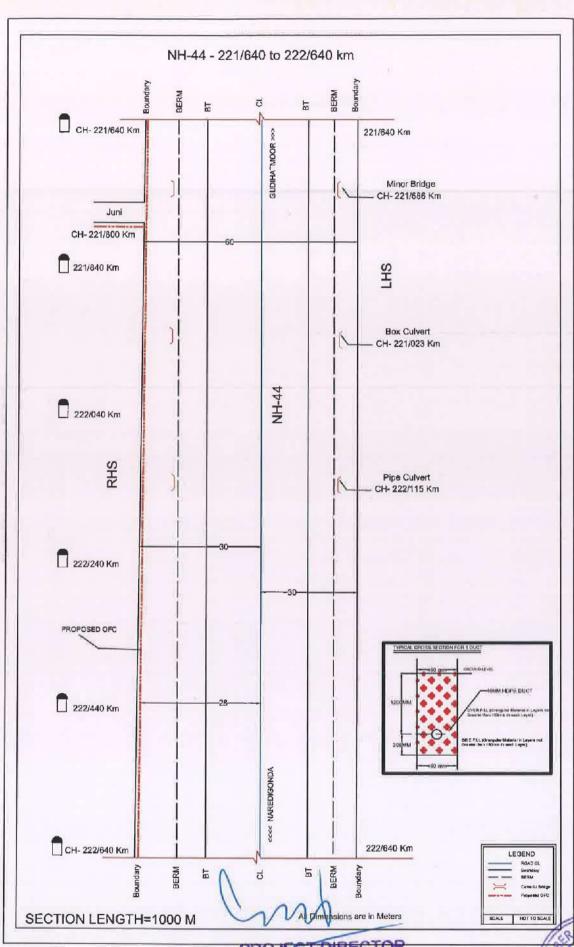
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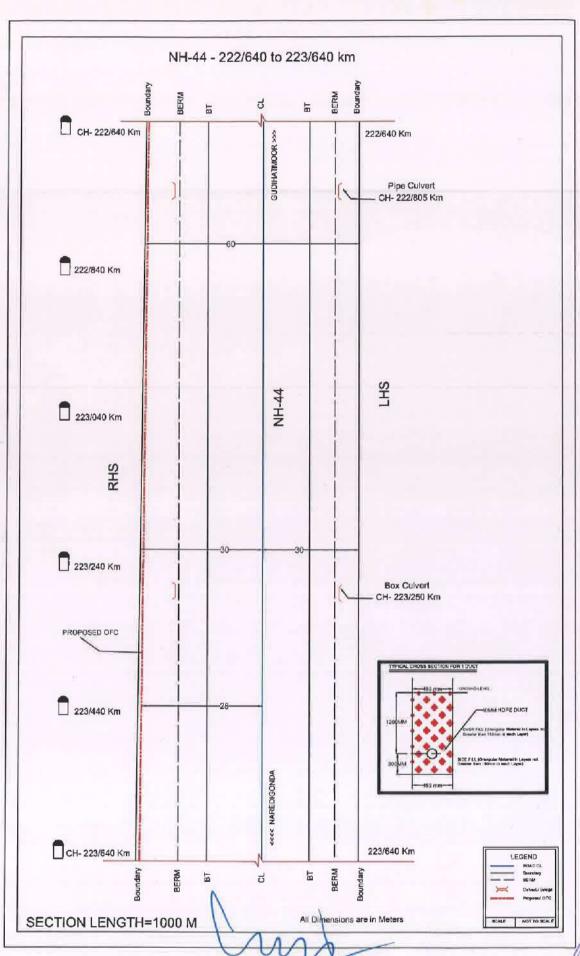


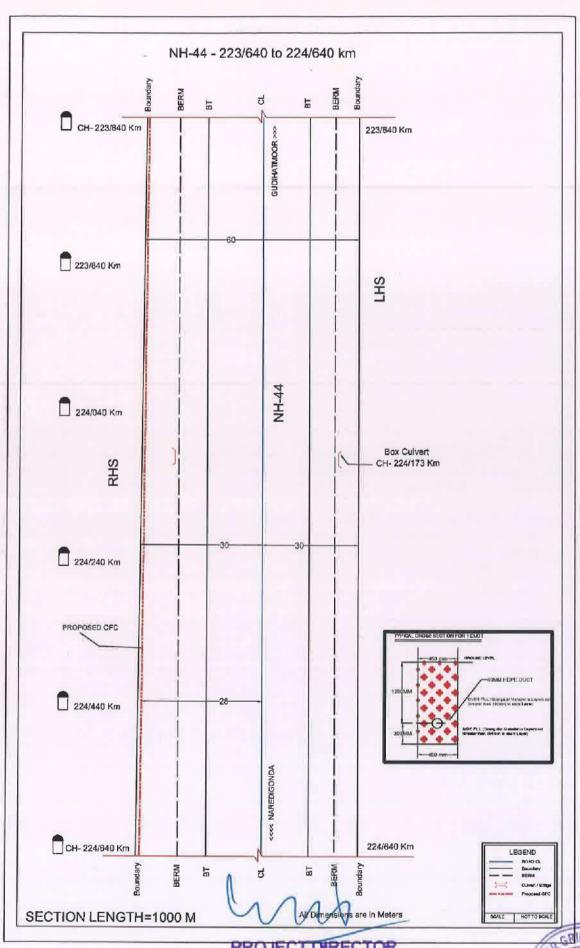


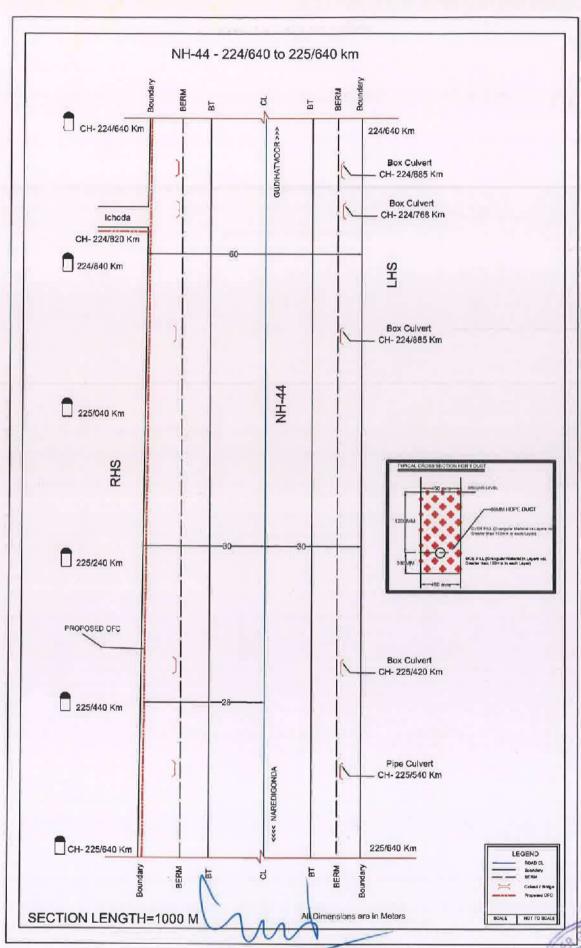


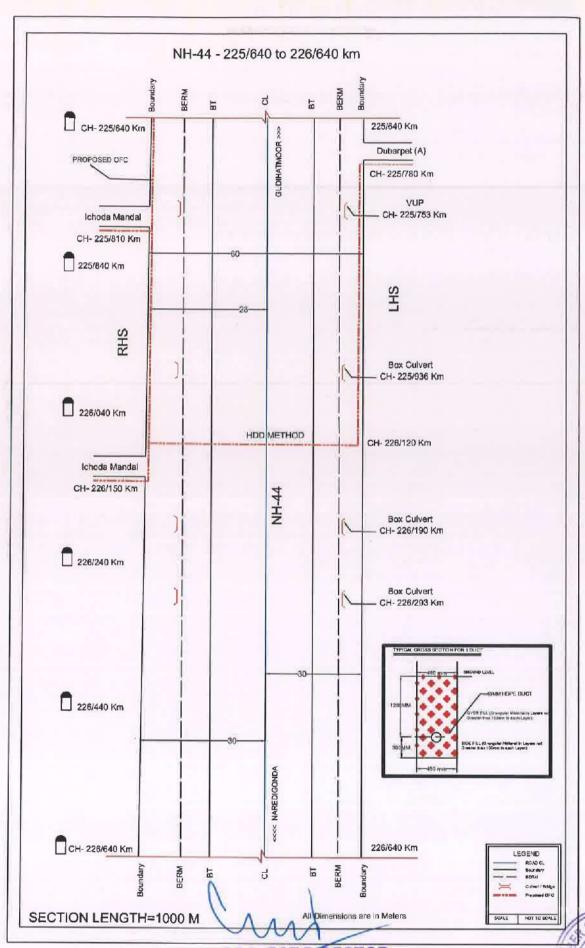
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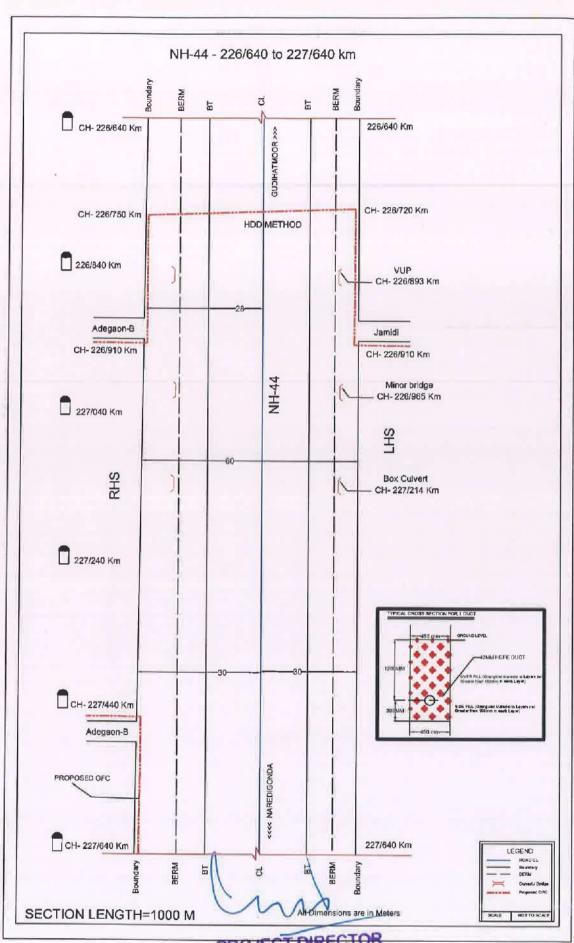
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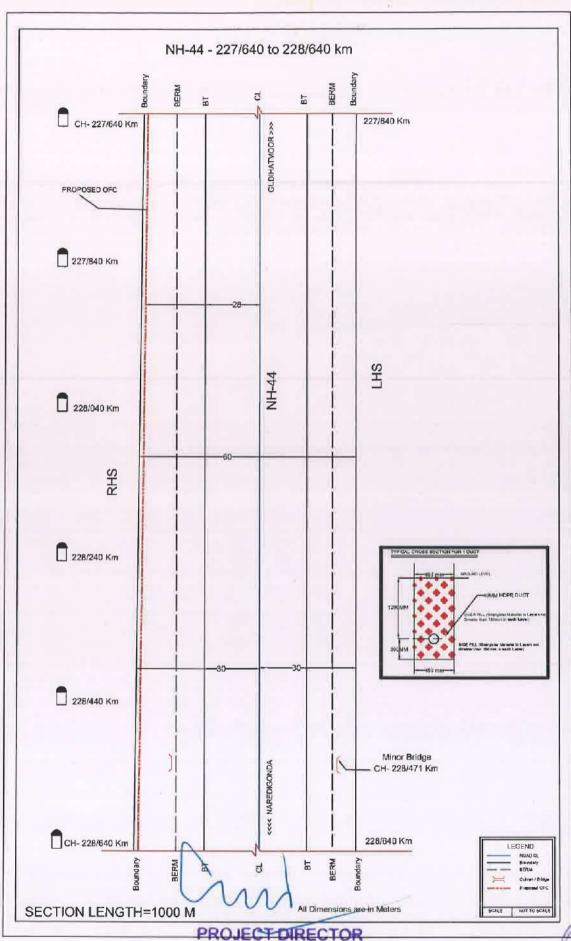




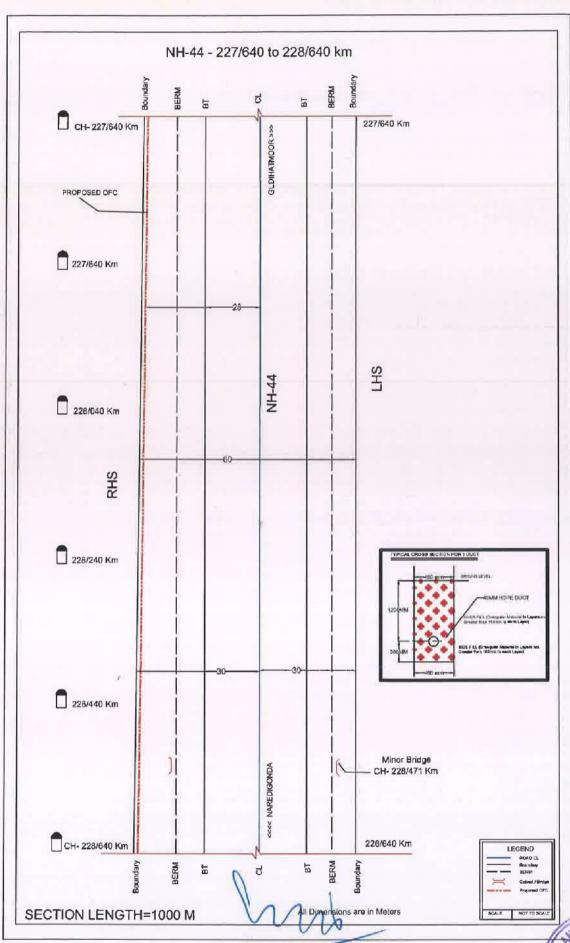






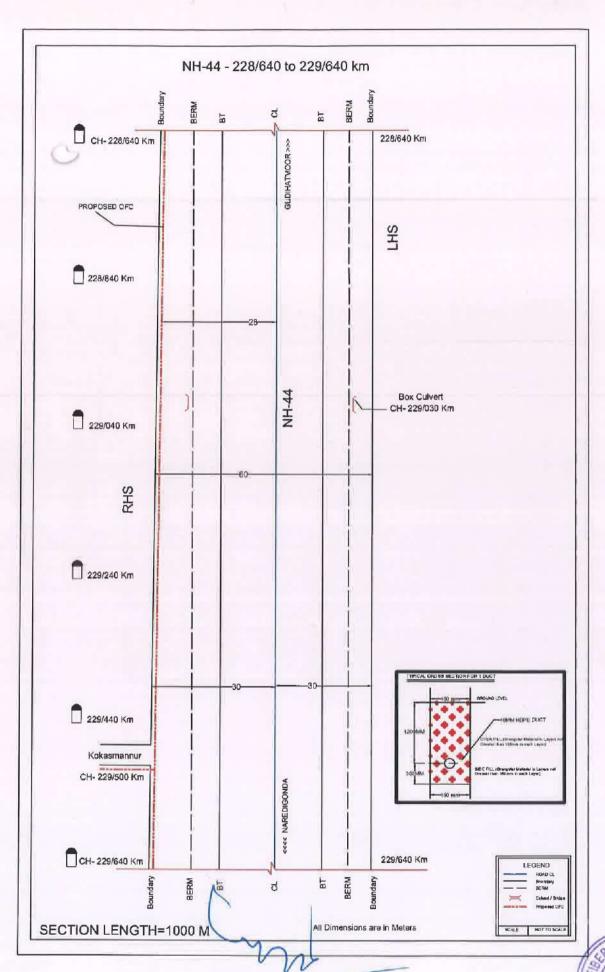


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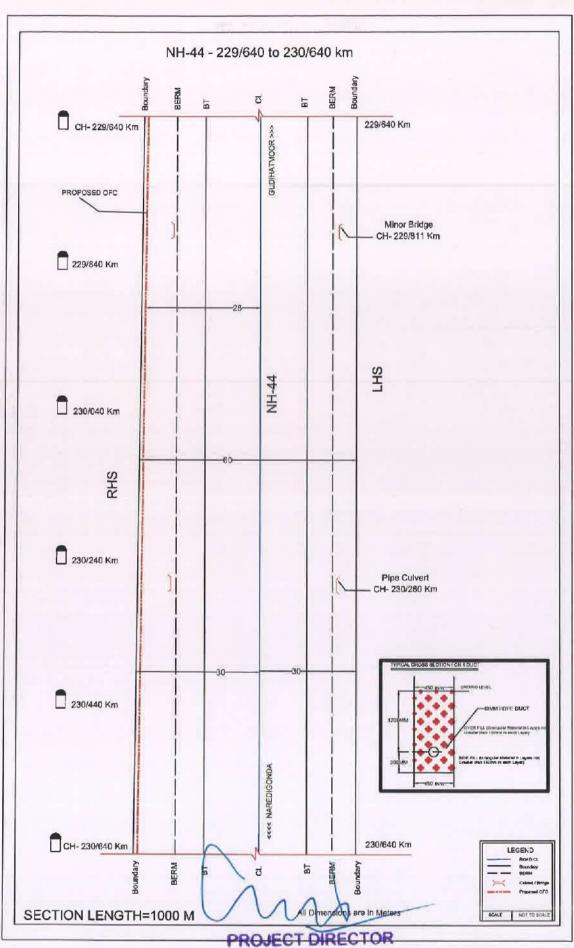
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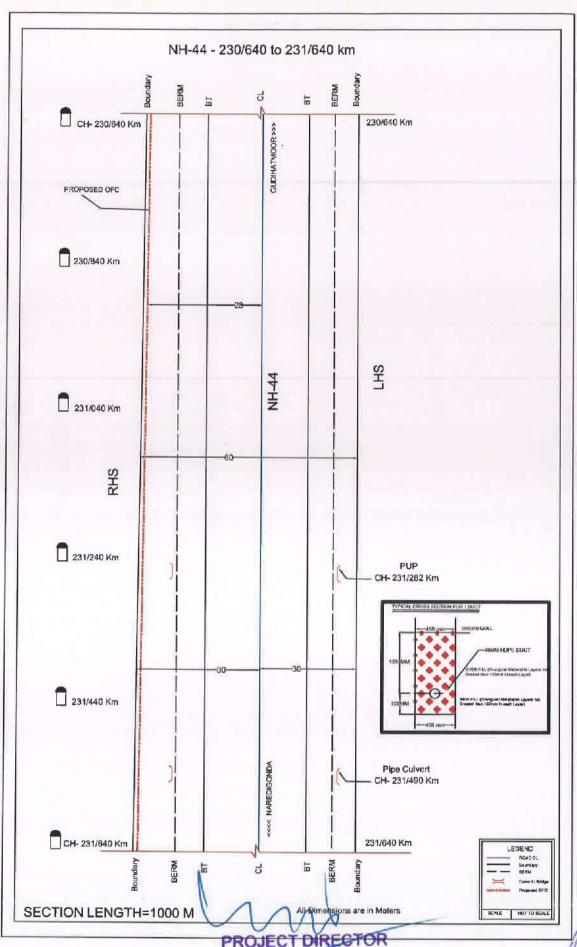


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National Highways Authority of India
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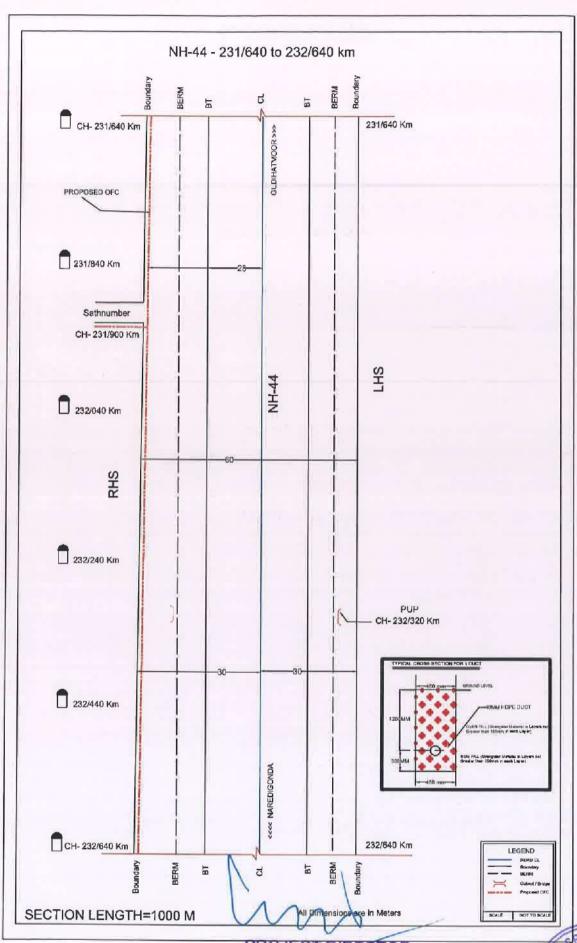




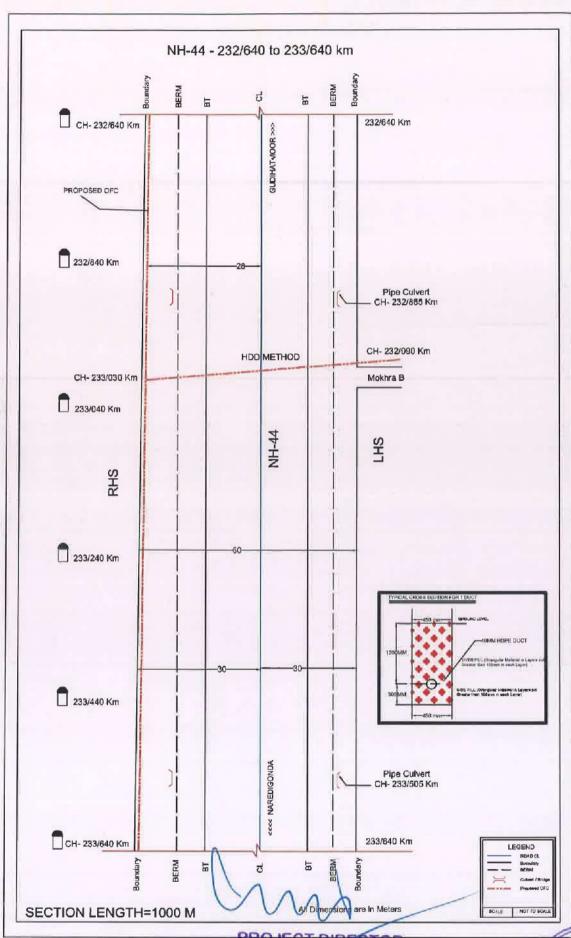
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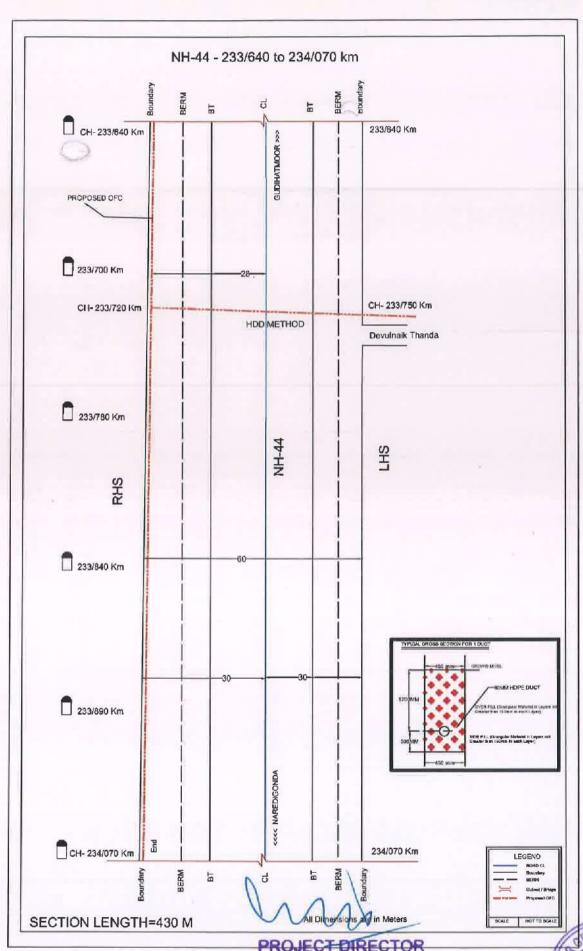
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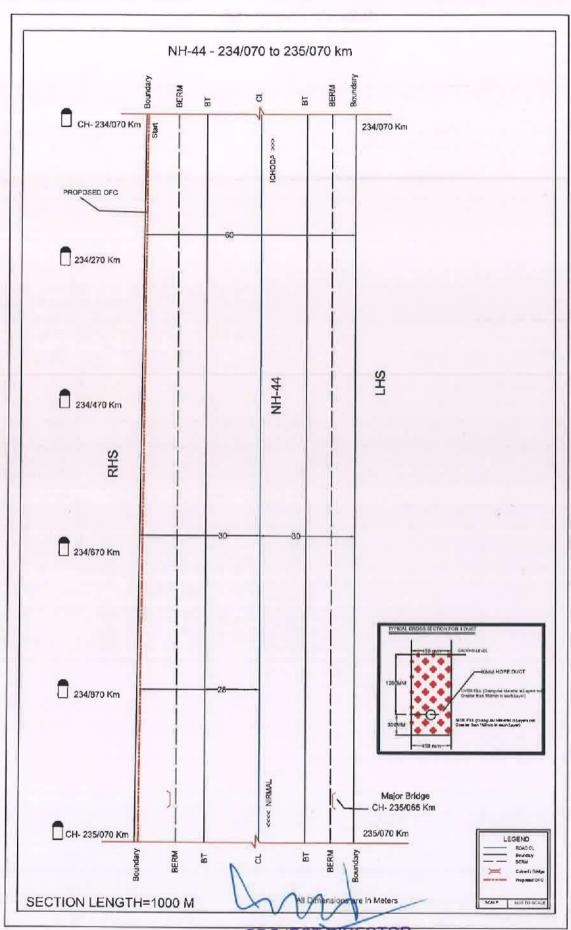
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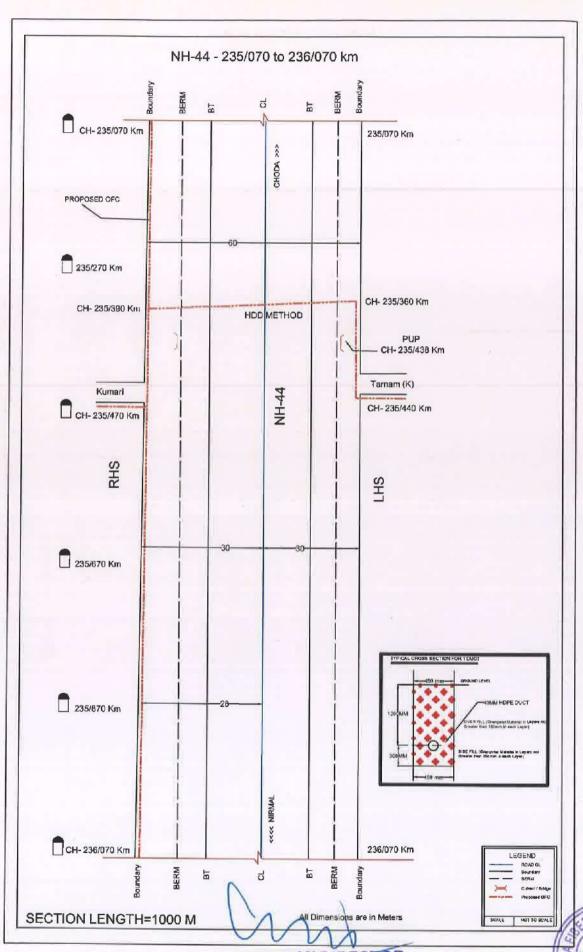


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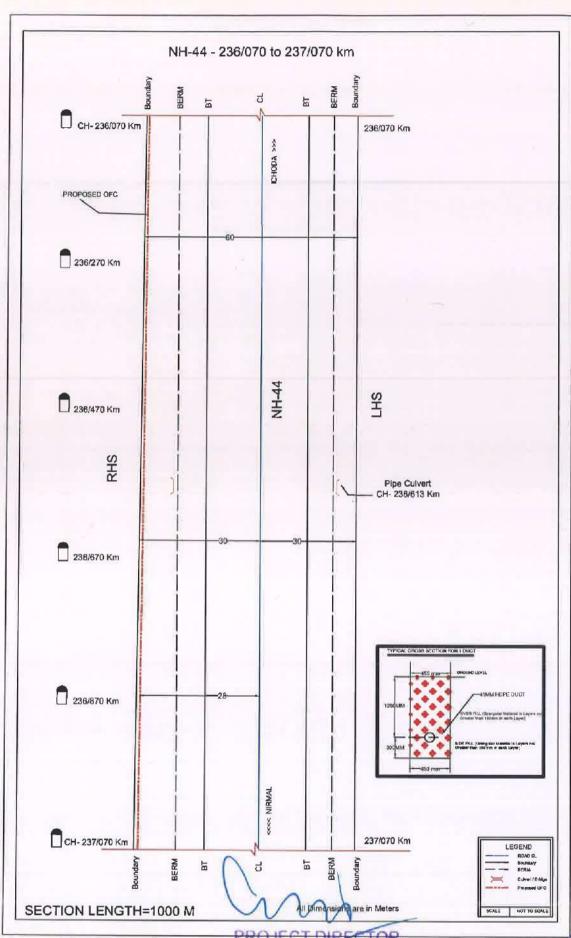


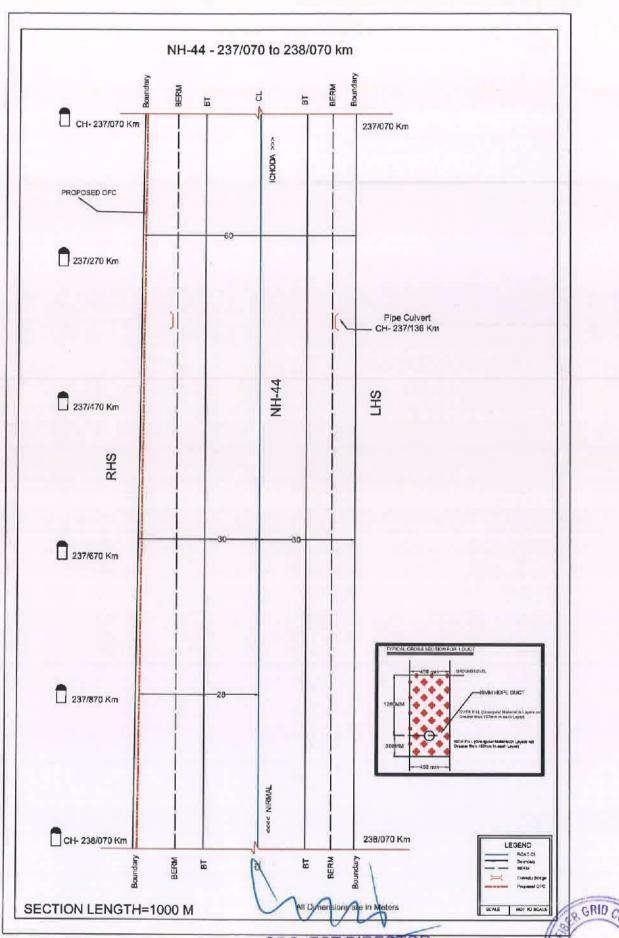


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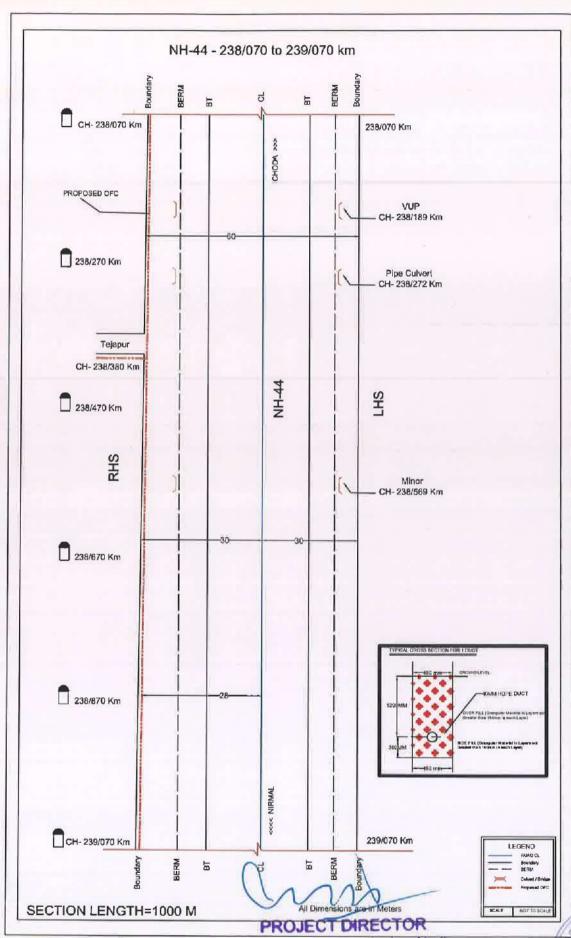
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PHU, NIRMAL. 4.

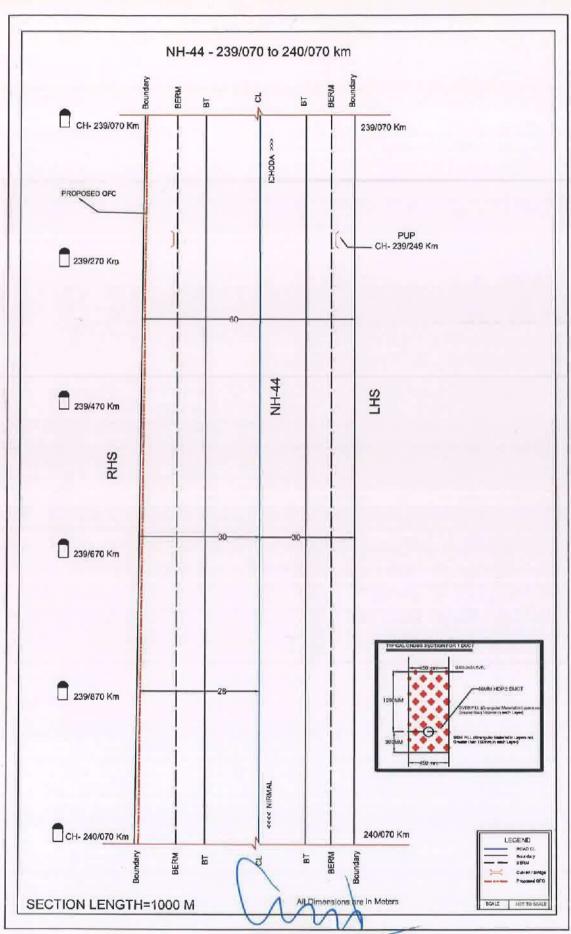


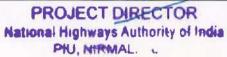


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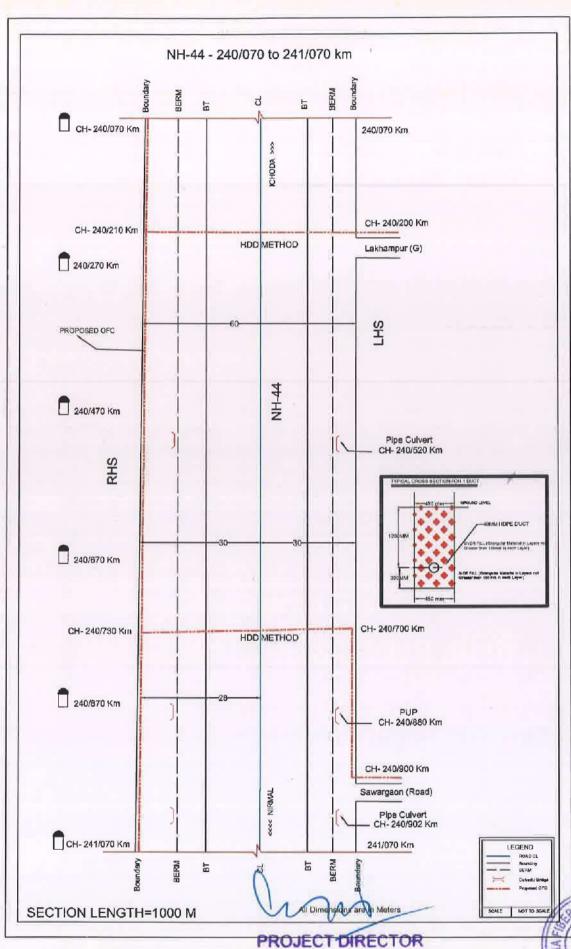


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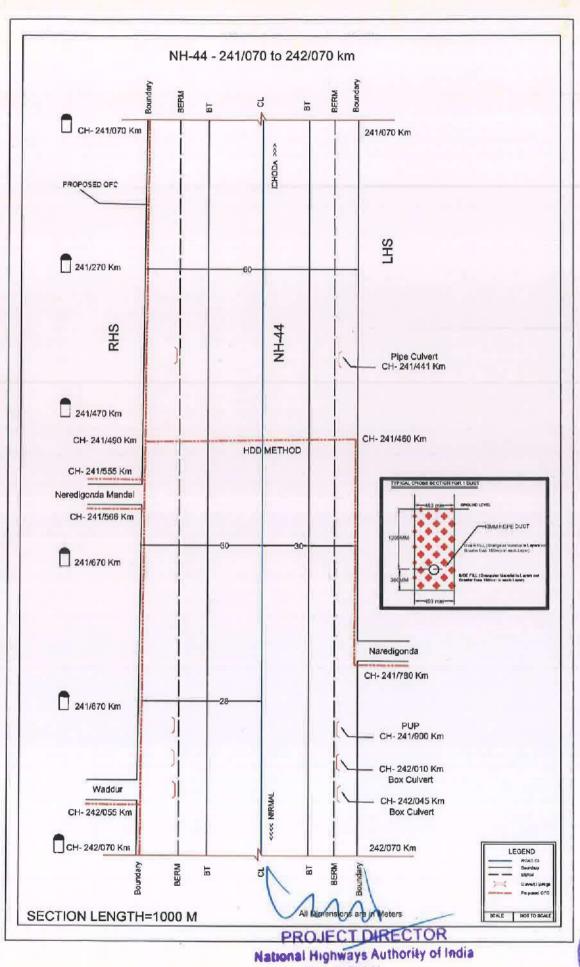






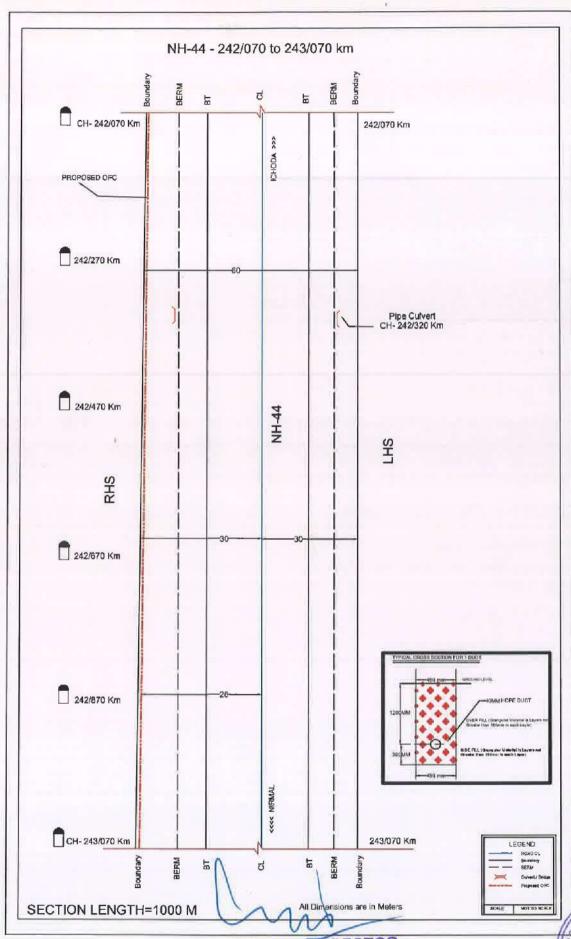


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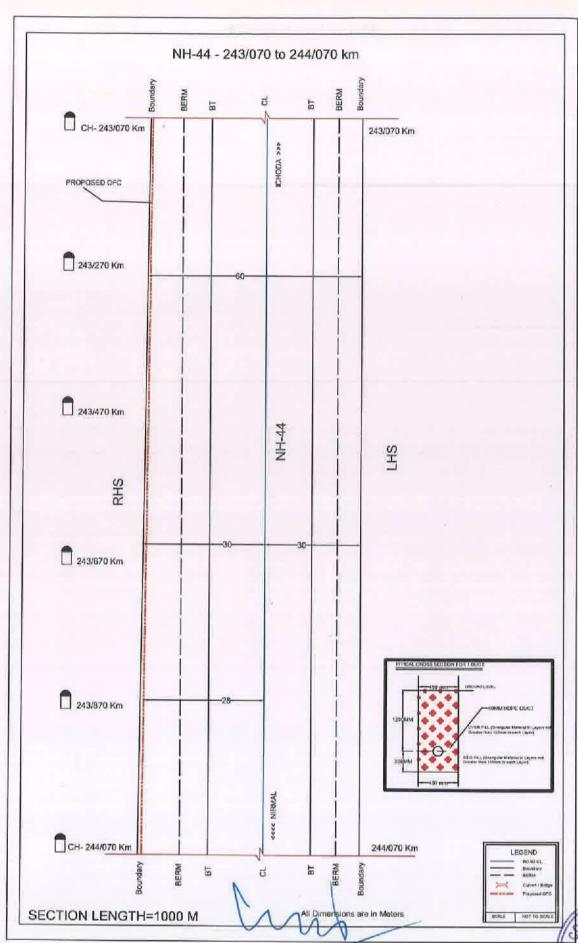


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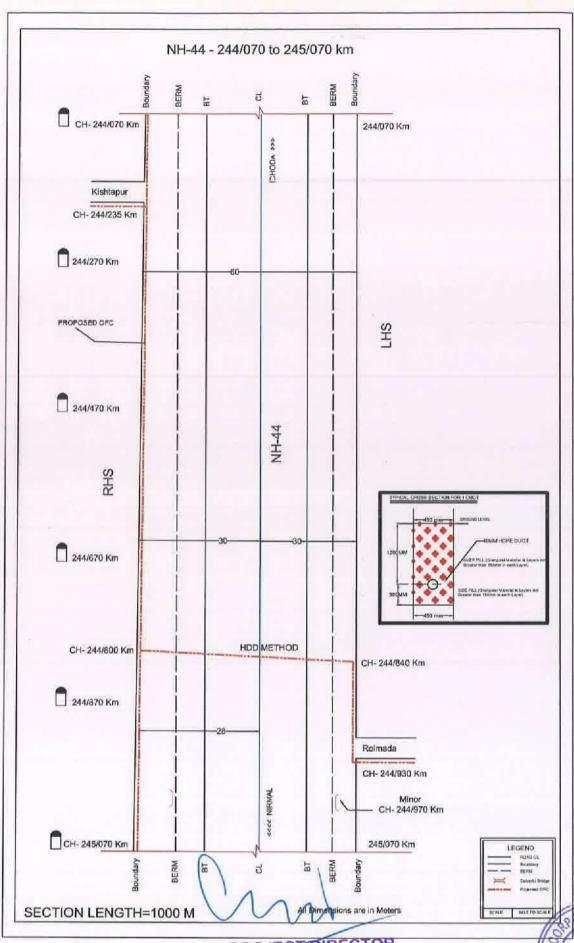


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National Highways Authority of India
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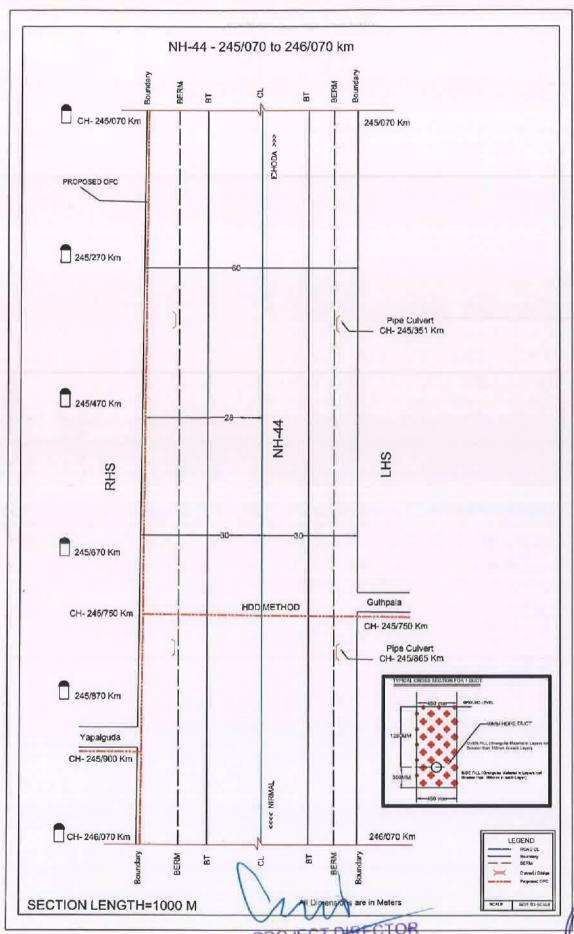
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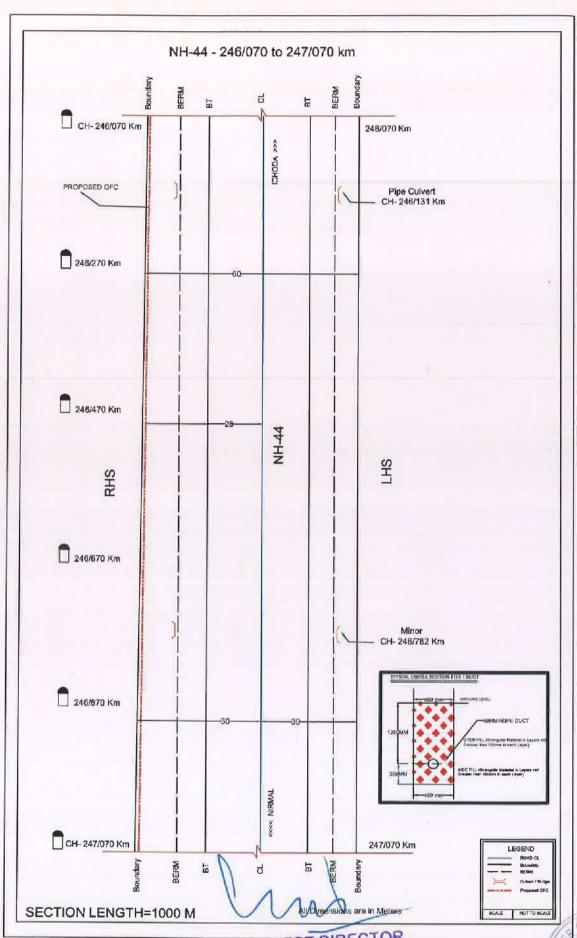
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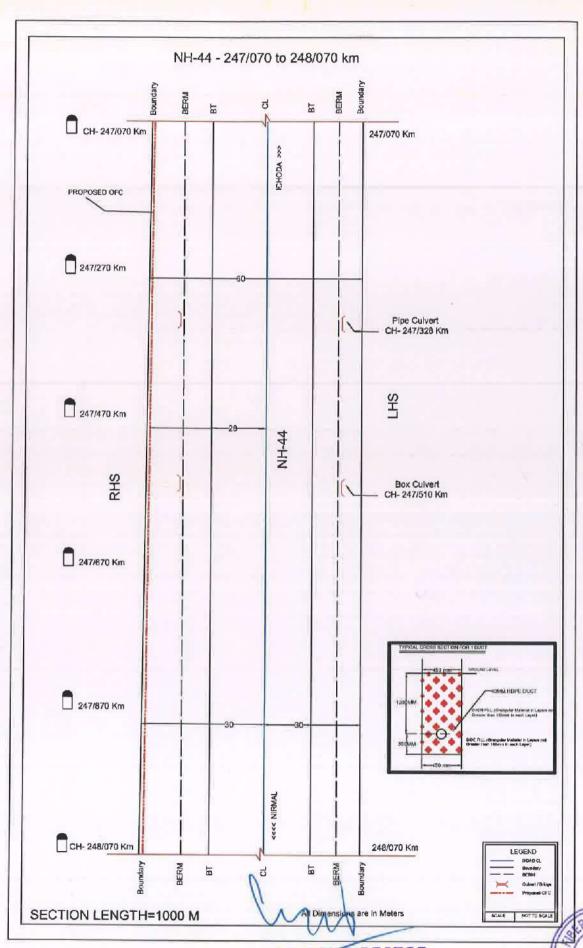
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National Highways Authority of India

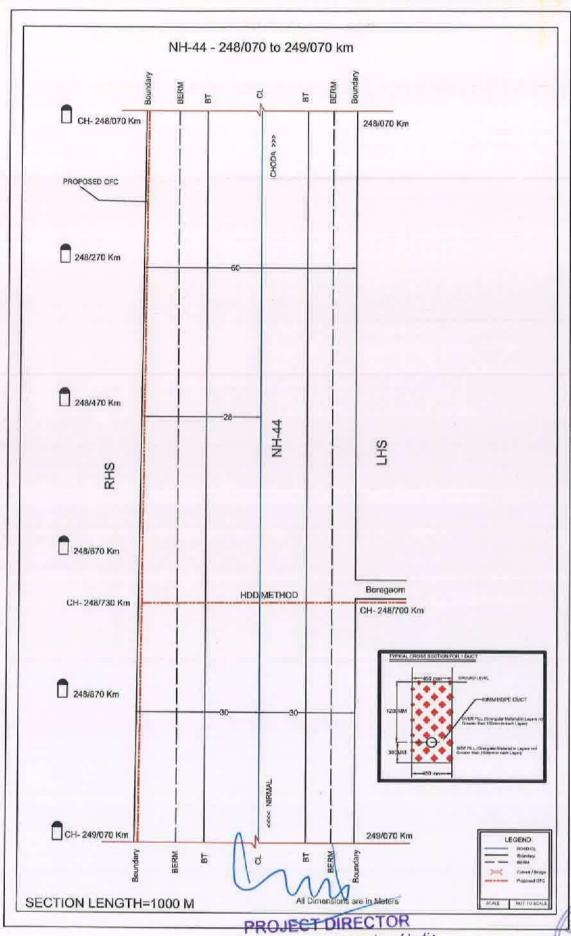
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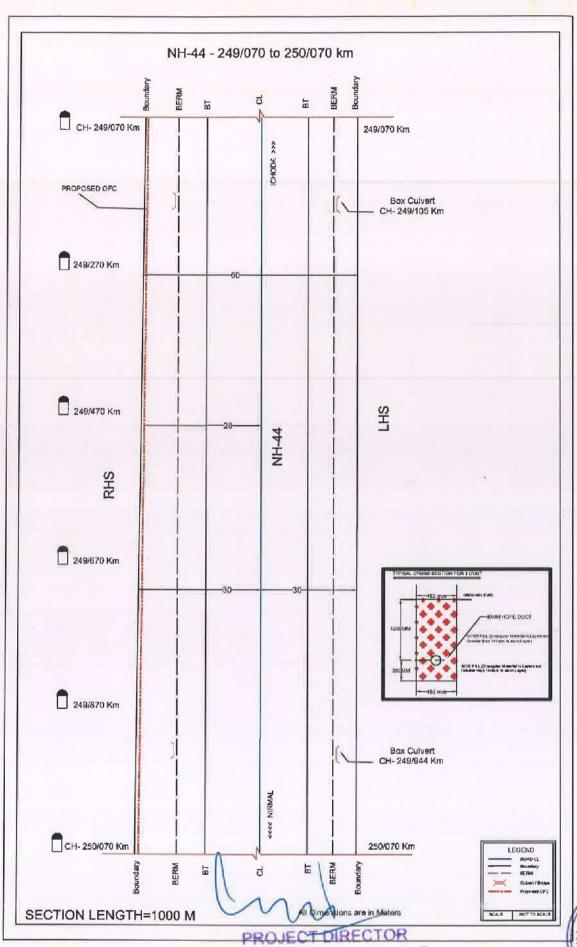


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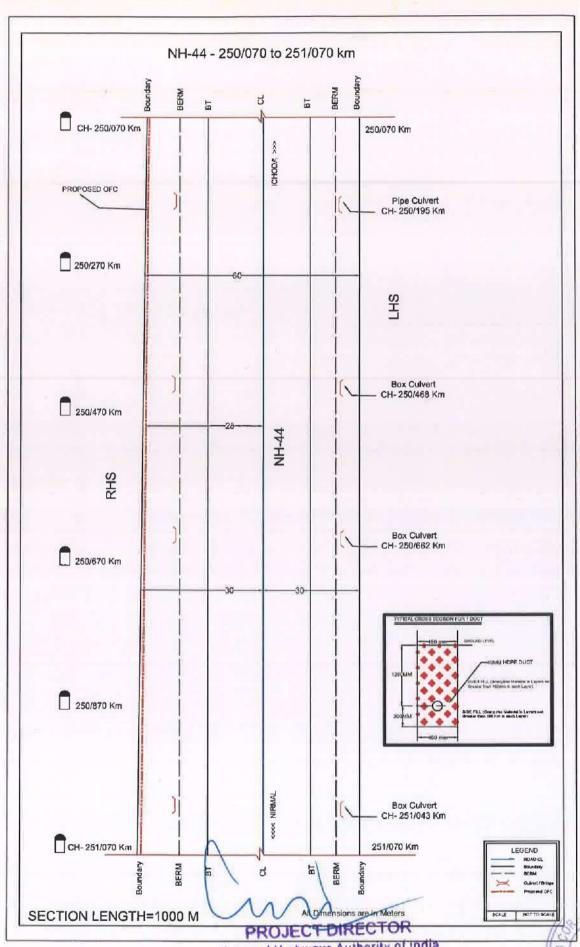
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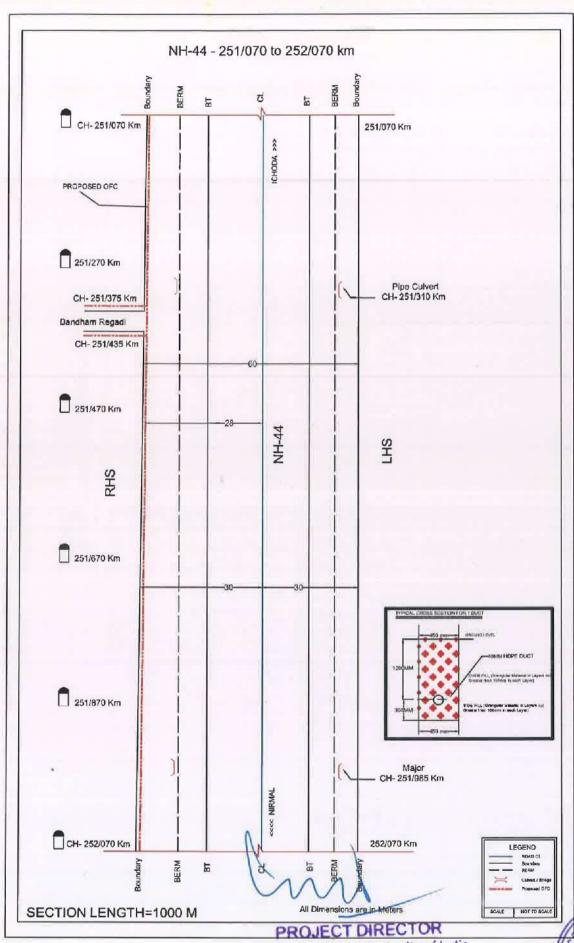


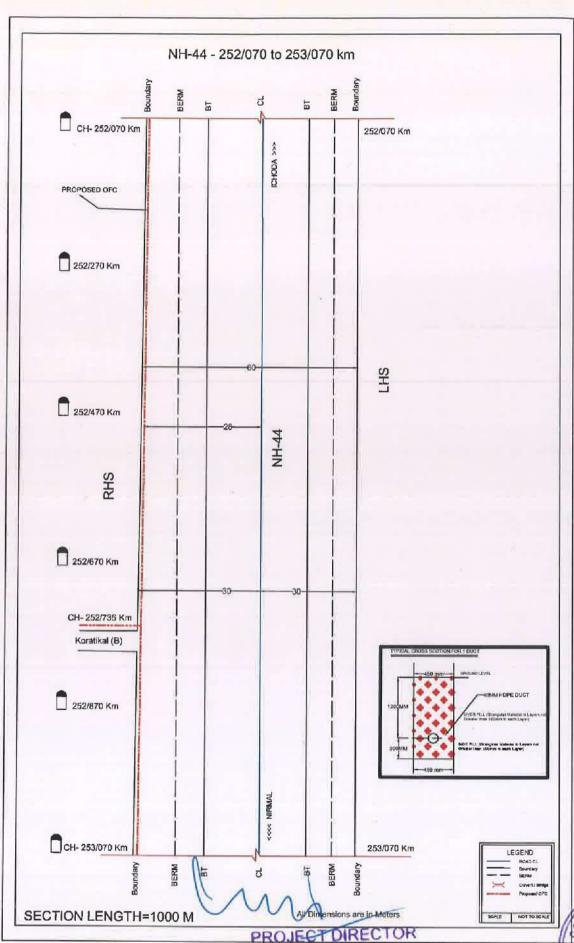


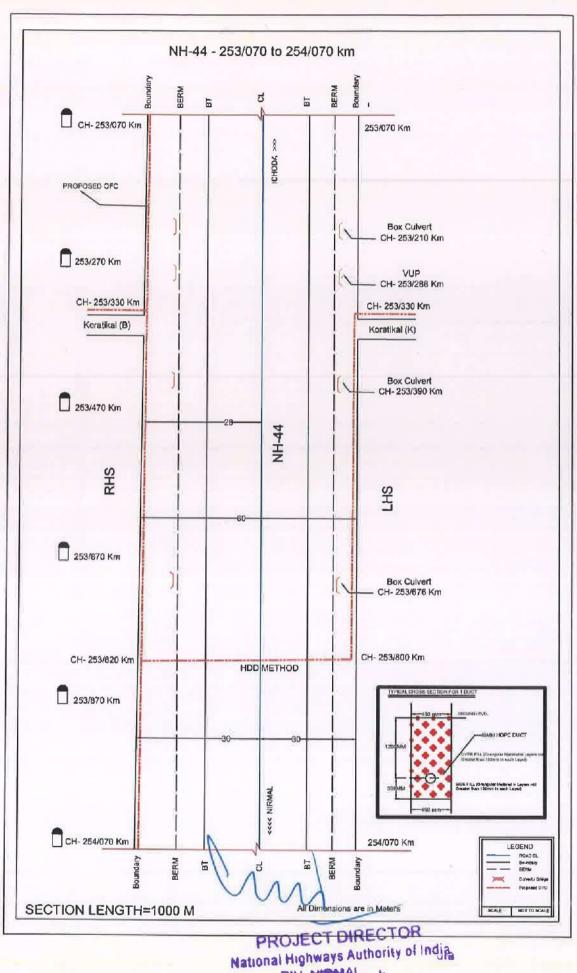
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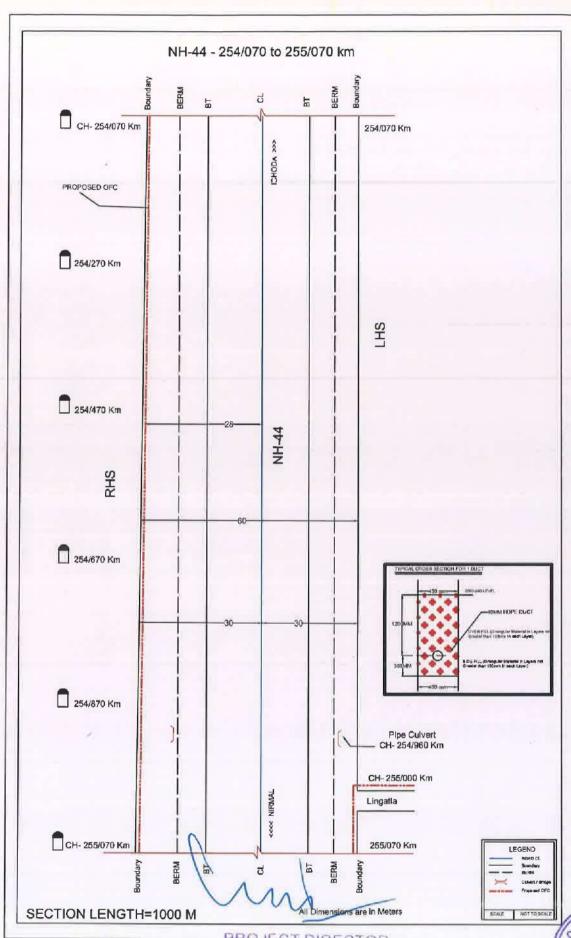




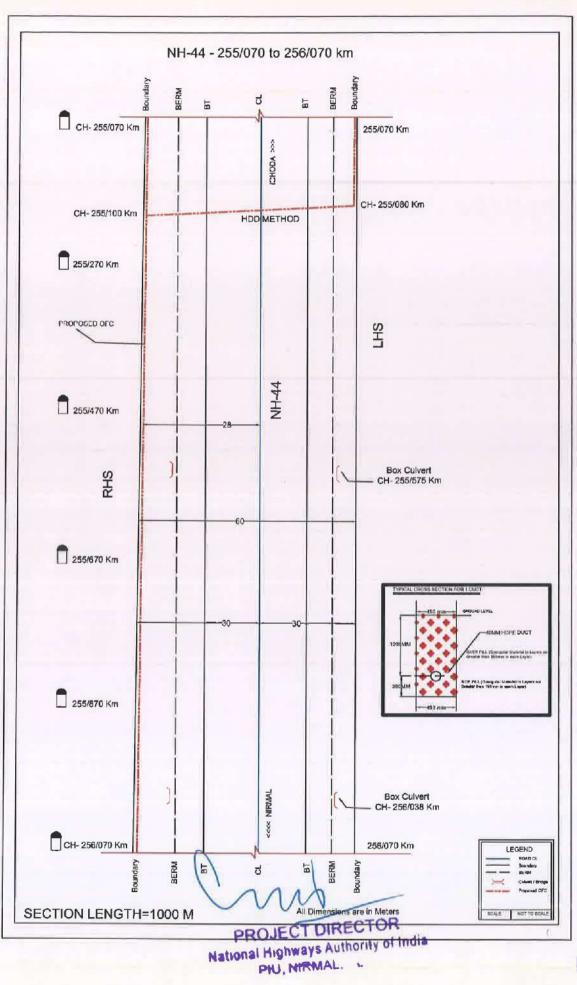


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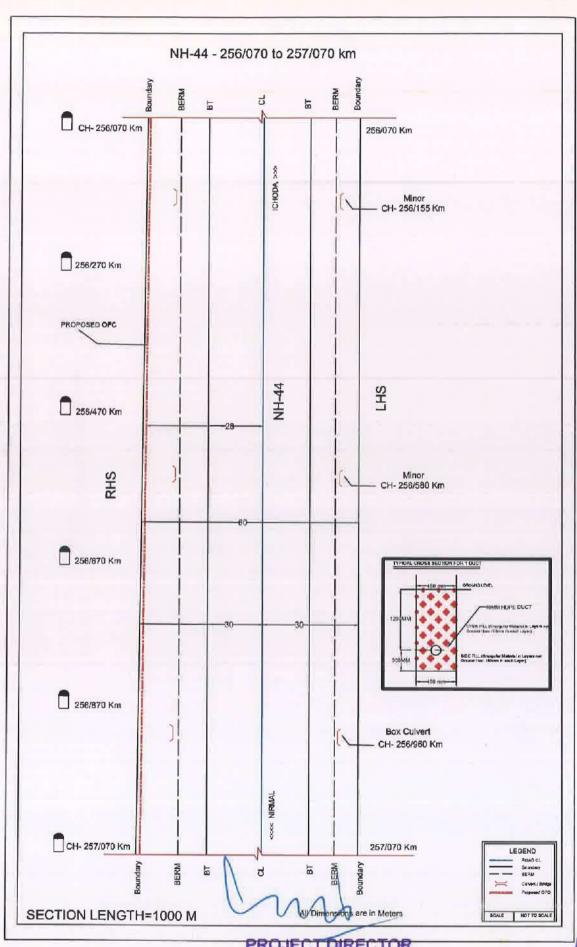




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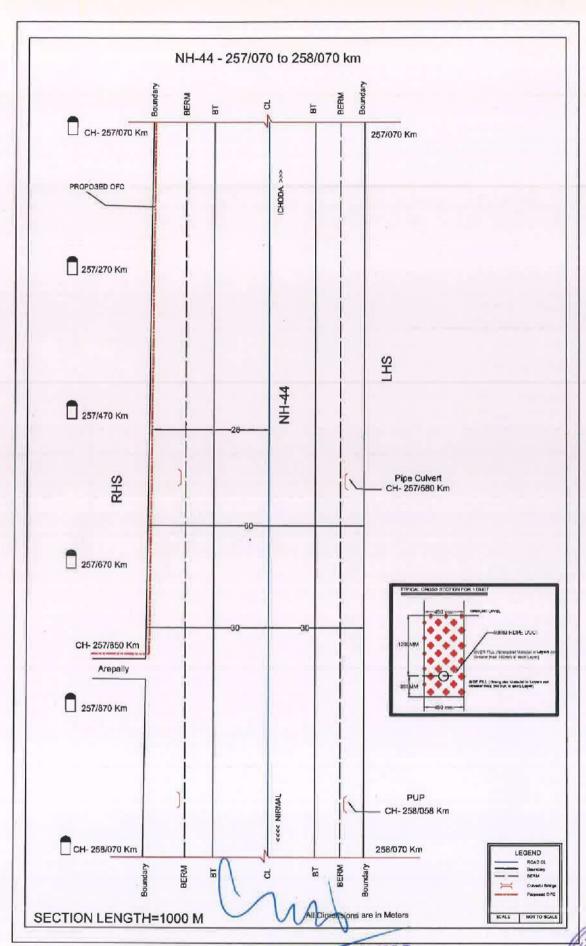
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