



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सडक परिवहन और राजमार्ग मंत्रालय, भारत सरकार)

National Highways Authority of India

(Ministry of Road, Transport & Highway)

परियोजना कार्यान्वयन, इकाई, सोलापूर (महाराष्ट्र)

Project Implementation Unit, Solapur (Maharashtra)

कार्यालय/Office :

प्लॉट नं. ई-२, जय जलाराम नगर, शिवदारे कॉलेजच्या मागे,
जुळे सोलापूर, सोलापूर - ४१३००४ (महाराष्ट्र)

Plot No. E- 2, Jai Jalaram Nagar, Behind Shivdare College,
Jule Solapur, Solapur - 413 004. Tel/Fax - 0217 2303379

ई-मेल/Email : solapur@nhai.org; piusolapur@gmail.com

No.: NHA/PIU/SLP/NH-166/OFC Cable/2020-21/ 5477

Date: 18/02/2021

INVITATION OF PUBLIC COMMENTS

Sub.: Four laning of Borgaon Watambare section of NH-166 from Ch. 224/000 to Km. 276/000 (PKG-II) in the state of Maharashtra on Hybrid Annuity Mode - **Proposal for the laying of Optical Fibre Cable from Km. 224/370 to Km. 224/600 in the section of NH-166 - Reg.**

Sir,

1. Authorized Signatory, Vodafone Idea telecom infrastructure Ltd has submitted the proposal for the laying of optical fibre cable from Km. 224/370 to Km. 224/600 in the section of NH-166.
2. As per the guidelines, issued by the Ministry vide OM No. RW /NH-33044/29/2015/ S&R(R) dated 22.11.2016, the application shall be put out in the public domain for 30 days for seeking claims and objections (on grounds of public inconvenience, safety and general public interest).
3. In view of the above, comments of the public on the above application is invited to the below mentioned address, which should reach by this office within 30 days from the date of publication beyond which no comments shall be entertained.

The Project Director
National Highways Authority of India
Project Implementation Unit, Solapur
Plot No. E-2, Jalaram Nagar,
Solapur, Maharashtra,
Pin - 413004.

Thanking you,

भवदीय

परियोजना निदेशक
भा.रा.रा.प्रा. प.का.ई, सोलापूर

Copy to:-

- i. CGM (Tech) RO Mumbai - for information please.
- ii. Master file.



BHARATMALA

ROAD TO PROSPERITY

\\Ganesh\\d\\Sangli-Solapur NH-166\\Solapur Sangli OFC Cable\\P&S\\P&S\\Public domain notice_reg-OFC Cable laying.docx

Ref: VITIL/OFC/ROW/ 2020-21/18 NOV-20

Date: 17th NOV.20

To,
PROJECT DIRECTOR,
NHAI PIU - Solapur, (Solapur)
(MAHARASHTRA)

आवक क्र./Inward.....
प.का.ई./PIU.....
सोलापूर./Solapur.....
दिनांक./Date...09/12/2020

Sub: Proposal for grant of permission for laying Optical Fiber Cable along Ratnagiri - Nagpur Road NH-166 from Km. 224/370 to 224/600 (Crossing Km 224/600) for the total length of 230 Mtr. In the state of Maharashtra.

Dear Sir,

We Vodafone Idea Telecom Infrastructure Ltd. Pune are in the Process of establish our OFC network connectivity as per attached sketch / Layout. The Total digging involved would be 230 Mtr.

The said stretch will have depth and width as per standards.

We propose to lay Optical Fiber Cable at this route to provide better connectivity. Kindly grant us necessary permission and issue Demand Note for laying OFC on this route at the earliest.

Thanking You,



Vodafone Idea Telecom Infrastructure Ltd.



(Authorized Signatory)

C2-Vodafone Idea Internal

Vodafone Idea Telecom Infrastructure Limited (formerly Vodafone Towers Limited)

An Aditya Birla Group and Vodafone partnership

Registered Office: Vodafone House, Corporate Road, Prahlad Nagar, Off S. G. Highway, Ahmedabad - 380 051, Gujarat, India
T +91 97 1200 0000 F +91 97 1210 1010 CIN - U64200GJ2007PLC106772

Circle Office: 1st, 2nd, Sharada Centre, 11/1 Erandwane, Off Karve Road, Pune 411 004
Tel no- 91 9850003094 CIN - U64200GJ2007PLC106772

Ref: Vodafone Idea/OFC/ROW/ 2020-21/17-NOV20

Date: 17th Nov.2020

To,
PROJECT DIRECTOR,
NHAI PIU - ~~XXXXXXXXXX~~, Solapur
(MAHARASHTRA)

Sub: Proposal for grant of permission for laying Optical Fiber Cable along Kagal-Satara Road NH-48 from Km. 594/600 to Km 594/800 and Km 671/300 to Km 672/100 (Crossing Km 671/300) for the total length of 1.000 Km. In the state of Maharashtra.

Dear Sir,

We Vodafone Idea Telecom Infrastructure Ltd. Pune are in the Process of establish our OFC network connectivity as per attached sketch / Layout. The Total digging involved would be 1.000 Km.

The said stretch will have depth and width as per standards.

We propose to lay Optical Fiber Cable at this route to provide better connectivity. Kindly grant us necessary permission and issue Demand Note for laying OFC on this route at the earliest.

Thanking You,


Vodafone Idea Telecom Infrastructure Ltd.

(Authorized Signatory)

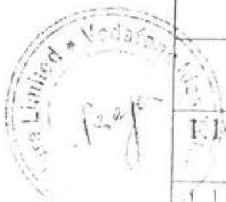


CHECK LIST

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

- 1) Ministry's Circular No. RW/NH-33044/29/2015/S&R (R) (Pt) date 22.11.2016.
Check list for getting approval for laying of optical fiber cables on NH land.

Sr. No.	Item	Information /Status	Remarks
1	General Information		
1.1	Name and Address of the Applicant	M/s Vodafone Idea Telecom Infrastructure Ltd. 1 st and 2 nd Floor, Sharada Center, Karve Road Erandwane, Pune 411004.	
1.2	National highway Number	NH-166	
1.3	State	Maharashtra	
1.4	Location	Along Ratanagiri - Nagpur (Borgaon) NH 166 From Km. 224/370 to Km. 224/600 Total Lenth 230 Mtr and (crossing 224/600.)	
1.5	(Chainage in Km)	Along Ratanagiri - Nagpur (Borgaon) NH 166 From Km 224/370 to Km. 224/600 Total Lenth 230 Mtr and (crossing 224/600.)	
1.6	Length in Meters	LHS 230 Mtr.	
1.7	Width of available ROW	60 mtr	
	(a) left side from center line towards increasing change / Km direction	30 mtr	
	(b) Right side from center line towards increasing Chainage / Km direction	30 mtr	
1.8	Proposal to lay the cable		
	(a) Left side from center line towards increasing chainage / km direction.	<u>29mtr to 30 mtr</u>	
	(b) Right side from center line towards increasing chainage /Km direction.	<u>29mtr to 30 mtr</u>	
1.9	Proposal to acquire land	Not applicable	
	(a) Left side from center line	Already acquired by NHAI	
	(b) Right side from center line	Already acquired by NHAI	
1.10	Whether proposal is in the same side where land is not to be acquired	As per Drawings attached on page No.	
1.11	Details of already laid services, if any, along the Proposed route	As per Drawings attached on page No.	



1.12	any, along the Proposed route Number of lanes (2/4/6/8 lanes) existing	attached on page No 4 Lanes	
1.13	Proposed Number of Lanes (2 lane with paved shoulder 4/6/8 lanes		
1.14	Service road existing or not	No	
	If yes then which side		
	(a) Left side from center line		
	(b) Right side from center line		
1.15	Proposed service road		
	(a) Left side from center line	Nil	
	(b) Right side from center line	Nil	
1.16	Whether proposal to lay cable is after the service road or between the service road and main carriageway	Beyond service road in the designated Utility Corridor	
1.17	The permission for laying OFC shall be considered for approval / rejection.	Consider for approval	
	(i) Where the ROW is more than 45 m then the duct cable shall be laid at the edge of right of way within the utility corridor of 2 m width, duly keeping in view the future widening.	Yes. The Optical Fiber Cable shall be laid in the designated Utility Corridor	
	(ii) Where land is yet to be acquired for 4 lining and the position of new carriageway has been decided then the cable shall be laid at the edge of right of way within the utility corridor of 2 m width, on that side of existing carriageway where extra land is not proposed to be acquired 4 lining.	The Optical Fiber Cable shall be laid in the designated Utility Corridor	
	(iii) Where the widening plan for 4 lining 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 2 m 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 clear of the drain.	The Optical Fiber Cable shall be laid in the designated Utility Corridor	
	(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.	No such case	
1.18	No. Of applicants on the same stretch	As per register	
1.19	Whether the case of multiple licenses	Yes	

1.20	If so furnish a joint implementation programmer to lay their respective ducts within stipulated time frame.	NA	
1.21	If crossing of the road involved If yes it shall only be through trench-less technology	Yes	
2	Documents/ Drawings enclosed with the proposal		
2.1	Cross section showing the size of trench for opening trenching method (is it normal size of 1.65 m deep x 0.5 m wide) Should not be greater than 1.2 m in width in multiple ducts.	Yes enclosed	
2.2	Cross section shoing the size of pit and location of cable for HDD method	Yes enclosed	
2.3	Strip plan/ Route plan showing OFC Chainage, width of ROW, distance of proposed, cable from the edge of ROW, important mile stone, intersections, crossing draining works etc.	Yes enclosed	
2.4	Methodology for laying of OFC	NA	
2.4.1	Open trenching method. If yes, Methodology of refilling of trench.	By available granular material	
2.4.2	Horizontal Directional Drilling (HDD) method	No	
2.4.3	Laying OFC Through CD Works and Method of laying (Whether to be hung outside parapet)	Through open bed	
3	Draft license Agreement signed by two witnesses	Yes enclosed	
4	Performance Bank Guarantee	Shall be submitted as soon as informed by NHAI	
4.2	Confirmation of BG has been obtained as per NHAI guidelines	Shall be obtained on demand from NHAI	
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	Yes enclosed	
5.3	Confirming all standard condition of NHAI Guidelines	Yes enclosed	
5.4	Shifting of OFC as and when required by NHAI	Yes enclosed	
5.5	Shifting due to 6 laning / widening of NH	Yes enclosed	
5.6	Idemnity against all damages and claims clause (xxiv)	Yes enclosed	
5.7	Traffic movement during laying of OFC to be managed by the applicant.	Yes	
5.8	If any claim is raised by the	Yes enclosed	



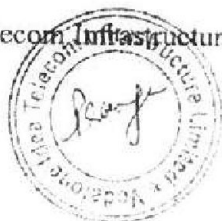
5.9	Concessionaires then the same has to be paid by the applicant Prior approval of NHAI-I shall be obtained before undertaking any work installation, shifting or repairs or alterations to the showing OFC line located in the National Highway right of ways.	Yes enclosed	
5.10	Expenditure, if any incurred by NHAI for repairing any damage caused to the National Highway by the laying, maintenance or shifting of the OFC cable will be borne by the agency owning the line.		
5.11	If NHAI considers it necessary in future to move the OFC for any work of improvement or repairs to the road, it will be carried out as desired by NHAI at the cost of the agency owning the OFC within reasonable time (not exceeding 60 days) of the intimation given.		
5.12	Certification from the applicant in the following format. 1) Laying of OFC line will not have any deleterious effects on any of bridge components & roadway safety for traffic. 2) For 6-Laning " we do undertake that we will relocate service road/ approach road/ utilities at our own cost notwithstanding the permission granted within such time as well as stipulated by NHAI", for future 6 lining or any other development.		
8.2	Certificate for 6 lining from PD in the following format		
	(a) Where feasibility is available " I do certify that there will be no hindrance to proposed six- lining based on the feasibility report considering proposed structures at the said location.	Yes enclosed	
	(b) In case feasibility report is not available "I do certify that sufficient ROW is available at site for accommodating proposed six-lining".	Yes enclosed	
9.	The agreement fee of Rs. 1 shall be charged	Agreed by Vodafone Idea Telecom Infrastructure Ltd.	



10	IF NH section proposed to be taken up by NHAI on BOT basis- a clause in par 17 to be inserted in the agreement.		
11	Who will supervise the work of laying OFC	M/S. Vodafone Idea Telecom Infrastructure Ltd.	
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.	IE / Concessionaire will ensure the road portion after laying of OFC if defects found M/S Vodafone Idea Telecom Infrastructure Ltd. shall be responsible for any damages at their own risk and cost.	
13	Who will pay the claims for damages done/disruption in working of Concessionaire if asked by the Concessionaire.	M/S. Vodafone Idea Telecom Infrastructure Ltd.	
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/ 29/ 2015/ S&R (R) (Pt) date 22.11.2016.	Yes enclosed	
15	If any previous approval is accorded for laying of cable then Photocopy of register of records of permissions accorded as maintained by PD(As per Ministry Circular No. RW/NH 33044/ 29/ 2015/ S&R (R) (Pt) date 22.11.2016 as referred in Para No. 13 above is enclosed or not.	Yes ; as per register enclosed	

For Vodafone Idea Telecom Infrastructure Ltd.

Authorised Signatory





महाराष्ट्र MAHARASHTRA

2020

WW 049989

ज्या कायदागोती रुपांची मुद्रांक प्रणाली नेहम रुपांची लागू व प्रमाण
मुद्रांक सर्वेक्षक विभागाने ६ ऑक्टोबर २०२० रोजी प्रमाणित केले.

संपन्न प्रति मुद्रांकगोती

१२२०६ ०३ NOV 2020 १००१

मुद्रांक विकत करीत आहे: होडा फोन ब्रायरींग टेलिकॉम

पत्ता: कवेनवार पुणे

हस्ताक्षर: योगेश कासार

Hustar

Chauhan



मुद्रांक विभाग
१०. सहाय्य संचालक/२०२०
मुद्रांक वसूलणी व्यवस्थापक

**AGREEMENT REGARDING GRANTING OF RIGHT OF WAY PERMISSION
FOR LAYING TELCOM CABLES/ DUCTS ON NATIONAL HIGHWAYS**

Agreement to lay Telecom Cables / DUCT / Optical Fiber along NH 166 Km. 224/370 to
224/600 Total Length 230 Mtr.(Crossing Km 224/600) (LHS) in the State of Maharashtra.

This Agreement made this _____ day of Month of _____ year between National Highway acting in his executive capacity through Chief, Engineer Highways (hereinafter referred to as NH which expression shall unless excluded by or repugnant to the context, include his successors in office and assigns) on the part and M/s. Vodafone Idea Telecom Infrastructure Ltd, located at, 1st and 2nd Floor, Sharada Center, Karve Road Erandwane, Pune 411004, a company registered under companies Act 1956 (hereinafter referred as Vodafone Idea Telecom Infrastructure Ltd. / Licensee) which expression shall, unless excluded by or repugnant to the context, include his heirs its successors/ their successors and assigns) of the second part.

Whereas :

National Highway is responsible, M/s. _____ for development and maintenance of lands in the State of Maharashtra.

Whereas the Licensee proposes to lay Telecom cables/ ducts in the State of Maharashtra. Whereas the Licensee has applied to the Authority for permission to lay Telecom Cables / ducts along NH 166 Km. 224/370 to 224/600 Total Length 230 Mtr.(Crossing Km 224/600). (LHS) In the State of Maharashtra.

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

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

1. Row permissions are only enabling in nature. The purpose of extending the way leave facility on National Highway ROW is not for enhancing the scope of activity of a utility service provide, either by content or by intent. Further, enforceability of permission so granted shall be restricted only to the extent of provisions/ scope of activities defined in the license agreement & for the purpose for which it is granted.



2. No Licensee shall claim exclusive right on the Row and any subsequent user will be permitted to use the Row, either above or below, or by the side of the utilities laid by the first user, subject to technical requirements being fulfilled. Decision of the Authority in relation to fulfilment of technical requirements shall be final and binding on all concerned parties. In case any disruption / damage is caused to any existing user by the subsequent use, the Authority shall not be held accountable or liable in any manner.

3. The Licensee shall 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 fee @ Rs. _____/ sq. m/ month to the Authority. The License fee shall become payable from the date of handing over of Row land to Licensee, for Laying of utilities/ cables/ conduits/ pipelines for infrastructure/ service provider. As regards Tariff and Terms and conditions for providing common utility ducts along National Highways, there shall be a separate agreement regime.

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

6. Present Policy of the MORT&H is to provide a 2.00 m wide utility corridor on either side of the extreme edge of Row. In cases where utility ducts with sufficient space are already available along NH, the utility services shall be laid in such ducts subject to technical requirements being fulfilled.

7. The utility services shall be laid at the edge of the Row. In case of restricted width of Row, which may be adequate only to accommodate the carriageway, central verge, shoulders, slopes of embankment, drains, other road side furniture etc. the utility services shall be laid beyond the toe line of the embankments and clear of the drain.

8. The Licensee shall make his own arrangement for crossing of cross drainage structure, rivers, etc. below the bed. In case, this is not feasible, the utility services may be carried outside the railings/ parapets and the bridge superstructure. The fixing and supporting arrangement with all details shall be required to be approved in advance from the concerned Highway Administration. Additional cost on



account of fixing and supporting arrangement as assessed by the Authority shall be payable by the Licensee.

9. In exceptional cases, where Row is restricted the utility services can be allowed beneath the carriageway of service road. If available, subject to the condition that the utility services be laid in concrete ducts, which will be designed to carry traffic on top. The width of the duct shall not be less than one lane. In such cases, it also needs to ensure that maintenance of the utility services shall not interfere with the safe and smooth flow of traffic. The cost of operation and maintenance will have to be borne by the Licensee.

10. It is to be ensured that at no time there is interference with the drainage of the road land and maintenance of the National Highways. Towards this, the top of the utility services shall be at least 0.6 metre below the ground level. However, any structure above ground shall be aesthetically provided for / landscaped with required safety measures as directed by the concerned Authority.

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

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

13. Top of the casing/ conduit pipe containing the utility services to across the road shall be at least 1.2m below the top of the sub grade or the existing ground level whichever is lower, subject to being at least 0.3m below the drain inverts. A typical sketch showing the clearances is given in Attachment-I.

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

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

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



- a. Bedding shall be to a depth not less than 30 cm. It shall consist of granular material, free of lumps, clods and cobbles, and graded to yield a firm surface without sudden change in the bearing value. Unsuitable soil and rock edges should be excavated and replaced by selected material.
- b. The backfill shall be completed in two stages (i) Side -fill to the level of the top of the pipe (ii) Overfill to the bottom of the road crust.
- c. The Side fill shall consist of granular material laid in 15 cm. Layers each consolidated by mechanical tamping and controlled addition of moisture to 95% of the Proctor's Density. Overfill shall be compacted to the same density as the material that had been removed. Consolidation by saturation or ponding will not be permitted.

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 meter/ Rs. _____ per Sq. M. With a validity of one 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.

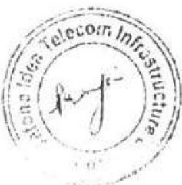
20. In case, Performance Bank Guarantee is invoked as mentioned above, the Licensee shall be required to replenish and reinstate the required Performance Bank Guarantee within one month of such invoking. In case the work contemplated herein is not completed to the satisfaction of the Authority, which 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, its designated agency for any damage sustained by them by reason of the exercise of the Row



21. The execution of laying OFC / Utility Shall be completed within one year from date of permission granted in case the laying is not done in one year. The permission granted shall be deemed to be cancelled unless renewed by the NHAI Authority.
22. 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.
23. 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.
24. 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 replacement sought for, at the cost and risk of the Licensee. The concerned agency in co-ordination with Authority shall also have a right to make good such damages/ recover the claims by forfeiture of Bank Guarantee.
25. 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.
26. 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.



27. 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.
28. Each day, the extent of digging of trenches should be strictly, regulated so that utility services is laid and trenches filled up before the close of the work that day. Filing should be completed to the satisfaction of the concerned agency designated by the Authority.
29. 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.
30. 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.
31. 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 extent the period of Agreement.
32. 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.
33. 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.
34. 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.
35. The licensee shall bear the Stamp Duty charged on this Agreement.



36. Three copies of 'as laid drawings' of utilities (hard and soft copies) with geo-tagged photographs and geo-tagged video recordings of the 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.
37. The Licensee shall allow free access to the Site at all times to the authorized representatives of the Authority to inspect the Project Facilities and to investigate any
38. The utility service shall not be made operational by the Licensee unless a completion certificate to the effect that the utility services has been laid in accordance with the approved specifications and drawings and the trenches have been filled up to the satisfaction of the concerned agency in co-ordination with the Authority has been obtained. Notwithstanding anything contained herein, this Agreement may be cancelled at any time by Authority for breach of any condition of the same and the Licensee shall neither be entitled to any compensation for any loss caused to it by such cancellation nor shall it be absolved from any liability already incurred.
39. 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 stands shall be adjusted as necessary, to take account of :
- a. operation, repairs 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.
40. The Licensee shall have to provide safety measures like barricading, danger lighting and other necessary caution boards while executing the work.
41. 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.
42. 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



36. Three copies of 'as laid drawings' of utilities (hard and soft copies) with geo-tagged photographs and geo-tagged video recordings of the 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.

37. The Licensee shall allow free access to the Site at all times to the authorized representatives of the Authority to inspect the Project Facilities and to investigate any

38. The utility service shall not be made operational by the Licensee unless a completion certificate to the effect that the utility services has been laid in accordance with the approved specifications and drawings and the trenches have been filled up to the satisfaction of the concerned agency in co-ordination with the Authority has been obtained. Notwithstanding anything contained herein, this Agreement may be cancelled at any time by Authority for breach of any condition of the same and the Licensee shall neither be entitled to any compensation for any loss caused to it by such cancellation nor shall it be absolved from any liability already incurred.

39. 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 stands shall be adjusted as necessary, to take account of:

- a. operation, repairs 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.

40. The Licensee shall have to provide safety measures like barricading, danger lighting and other necessary caution boards while executing the work.

41. 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.

42. 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.

43. 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 the decision of the redress mechanism shall be final and binding on all.

44. For PPP projects, in case of any financial loss incurred by the respective projects concessionaries due to such laying / shifting of utility services by the licensee compensation for the same shall be required to be borne by the licensee in mutual agreement with the respective project concessionaires. MORT&H / NHAI implementing authorities for the project shall not be liable to the concessionaire in any way in this regard.

Signature of Applicant

DELIVERED BY

M/s. Vodafone Idea Telecom

Authorized Signatory



SIGNED, SEALED AND

(National Highway Authority)

IN THE PRESENCE OF WITNESS :

1.

2.



महाराष्ट्र MAHARASHTRA

2020

WW 049981

ज्यात कायदाभावी अर्जांची प्रतीत व प्रतीत देणाने त्याच कारणां
मुताबक या अर्जाची प्रतीत व प्रतीत देणाने याच कारणां अर्जाचे अर्जाचे अर्जाचे

महाराष्ट्र राज्य सरकार

03 NOV 2020

200



मोबा फोन ब्रांडीशार्टलिकाम इन्फ्रा
कॉर्पोरेशन पुणे
थीवन कासार

Hindustan

महाराष्ट्र राज्य सरकार

महाराष्ट्र राज्य सरकार

महाराष्ट्र राज्य सरकार

UNDERTAKING

We, M/s. Vodafone Idea Telecom Infrastructure Ltd. at, 1st and 2nd Floor, Sharada Center Karve Road, Erandwane, Pune 411004. hereby do undertake in Reference to our ROW application along NH 166 from. Km. 224/370 to 224/600 Total Length 230 Mtr. (LHS) in the State of Maharashtra.

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



महाराष्ट्र MAHARASHTRA

© 2020 ©

WW 049979

ज्या कार्यासाठी ज्यांनी मुद्रांक घेतले ते त्यांच्या स्वतःच्या
मुद्रांकरिता उपयोग करू शकतात. या मुद्रांकाचा वापर न्यायिक कार्यांसाठी
करता येणार नाही.

२२/१०/२० ०३ NOV 2020

म. नं.

मुद्रांक क्र.

म. नं.

म. नं.

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म. नं.

म. नं.



व्होडाफोन आइडिया टेलिकॉम

कॉन्ट्रॉलर ऑफ

पब्लिक वॉटर

हस्ताक्षर

५००५९

UNDERTAKING

We, M/s. Vodafone Idea Telecom Infrastructure Ltd. at, 1st and 2nd Floor, Sharada Center Karve Road, Erandwane, Pune 411004, hereby do undertake in Reference to our ROW application along NH 166 from. Km. 224/370 to 224/600 Total Length 230 Mtr. (LHS) in the State of Maharashtra.

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



महाराष्ट्र MAHARASHTRA

2020

WW 049977

॥ कारणास्तो असावे मुलाची वारसा वगैरे त्याच त्याच कारणास्तो
॥ एक रुपये वेगळेपणाने ६ महिन्यात पावरी सहाजक असे.

महाराष्ट्र न्यायपालिका

03 NOV 2020

रु. १००/-

12668

दिवस वगैरे वगैरे

नाव- येतन

कोनार पुणे
कासार

[Signature]

अ. नं. १००/२०२०

अ. नं. १००/२०२०

क. नं. १००/२०२०

अ. नं. १००/२०२०

अ. नं. १००/२०२०



UNDERTAKING

We, M/s. Vodafone Idea Telecom Infrastructure Ltd. at, 1st and 2nd Floor, Sharada Center Karve Road, Erandwane, Pune 411004. hereby do undertake in Reference to our ROW application along NH 166 from. Km. 224/370 to 224/600 Total Length 230 Mtr. (LHS) in the State of Maharashtra.

The traffic movement during laying OFC will be managed by Vodafone Idea Telecom Infrastructure Ltd, Pune. way of caution boards during day time and danger light at night will be provided by Vodafone Idea Telecom Infrastructure Ltd. Pune



महाराष्ट्र MAHARASHTRA
ज्या कायदाप्रमाणित करणेसाठी केवळ त्याची त्याच कारणां
मुळेच वापरता येऊ शकते व त्याच्या वापरास अटीकबलित आहे.

2020

WW 049975

१२/०८/२० ०३ NOV 2020 १००/-

होडा फोन आशिया टेलिकॉम इन्फ्रास्ट्रक्चर

28 OCT 2020

कवेनगर पुणे

प्रथम मुद्रांक लिपीय
कोशागार पुणे येथील

येतन कासार

०८/१०/२०२०

पुणे-४११०११

०८/१०/२०२०

UNDERTAKING

We, M/s. Vodafone Idea Telecom Infrastructure Ltd. at, 1st and 2nd Floor, Sharada Center Karve Road, Erandwane, Pune 411004, hereby do undertake in Reference to our ROW application along NH 166 from. Km. 224/370 to 224/600 Total Length 230 Mtr. (LHS) in the State of Maharashtra.

If any claim is raised by concessionaires of the project then the same will be paid by Vodafone Idea Telecom Infrastructure Ltd. Pune



महाराष्ट्र MAHARASHTRA

2020

WW 049973

उपरा कायदासंगती ज्यांची मुद्रांक एवढी देला त्यांची त्याच कायदासंगती मुद्रांक एवढी देणे आवश्यक आहे.

मुद्रांक प्रमाणित करणारी

10.3 NOV 2020

200/-

व्होडाफोन आइडिया टेलिकॉम इन्फ्रास्ट्रक्चर

कॉर्पोरेशन पुणे

विवरण कोमा/

Humbale

स. वि. सचिव

मुद्रांक विभाग, पुणे

शासकीय कार्यालय, पुणे

मुद्रांक कानूनी अधिकारी, पुणे



UNDERTAKING

We, M/s. Vodafone Idea Telecom Infrastructure Ltd. at, 1st and 2nd Floor, Sharada Center Karve Road, Erandwane, Pune 411004, hereby do undertake in Reference to our ROW application along NH 166 from Km. 224/370 to 224/600 Total Length 230 Mtr. (LHS) in the State of Maharashtra.

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



महाराष्ट्र MAHARASHTRA

2020

WW 049972

अथ कायदासंगी यांनी याचक करीत केला त्यांनी त्याच करणार
मु. नि. २०२० च्या अन्वये याचक करणार याचक करणार करणार करणार

महाराष्ट्र सरकार

१२५०९

03 NOV 2020

३०००

मुद्रांक विभाग कोर्टात नोंद घ्यावा याचक करणार याचक करणार याचक करणार

पत्ता कोर्टात नोंद घ्यावा

हस्ताक्षर कोर्टात



Handwritten signature

पत्ता को. याचक

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मुद्रांक विभाग कोर्टात नोंद घ्यावा याचक करणार याचक करणार याचक करणार

UNDERTAKING

We, M/s. Vodafone Idea Telecom Infrastructure Ltd. at, 1st and 2nd Floor, Sharada Center Karve Road, Erandwane, Pune 411004. hereby do undertake in Reference to our ROW application along NH 166 from. Km. 224/370 to 224/600 Total Length 230 Mir. (LHS) in the State of Maharashtra.

Expenditure, if any incurred by NHAI for repairing any damage caused to the National Highway by the laying, maintenance or shifting of the OFC cable will be borne by . Vodafone Idea Telecom Infrastructure Ltd. Pune



महाराष्ट्र MAHARASHTRA

2020

WW 049983

महाराष्ट्र सरकारच्या माध्यमातून जारी केलेली ही नॉन ज्युडिशियल स्टॅम्प आहे.
मुद्रांक देण्यासाठी या स्टॅम्पचा वापर केला जाऊ नये.

महाराष्ट्र सरकारच्या माध्यमातून जारी केलेली ही नॉन ज्युडिशियल स्टॅम्प आहे.

9.26 03 NOV 2020 2004

मुद्रांक देण्यासाठी या स्टॅम्पचा वापर केला जाऊ नये.

पत्ता: कोल्हापूर

व्यक्ति: कोल्हापूर

Handwritten signature

20209999

मुद्रांक देण्यासाठी या स्टॅम्पचा वापर केला जाऊ नये.
महाराष्ट्र सरकारच्या माध्यमातून जारी केलेली ही नॉन ज्युडिशियल स्टॅम्प आहे.
मुद्रांक देण्यासाठी या स्टॅम्पचा वापर केला जाऊ नये.



UNDERTAKING

We, M/s. Vodafone Idea Telecom Infrastructure Ltd. at, 1st and 2nd Floor, Sharada Center Karve Road, Erandwane, Pune 411004, hereby do undertake in Reference to our ROW application along NH 166 from. Km. 224/370 to 224/600 Total Length 230 Mtr. (LHS) in the State of Maharashtra.

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

Route Laying For Laying OFC

From - NH 166 Km. 224/370 To Km. 224/600 Total Length = .230 Km.
(Crossing Km. 224/600)

CH. 224/370

ROW

30 Mtr.

NH 166

30 Mtr.

Road Center

29 Mtr.

Road Center

30 Mtr.

NH 166

RHS

ROW

Tower

CH. 224/600

gungali



JFC

Enclosure to Ministry of Road Transport & Highways letter No.RW/NH-33044/27/2005/S&R(R) (Pl.) dated 06.08.2013.

Annexure-IV

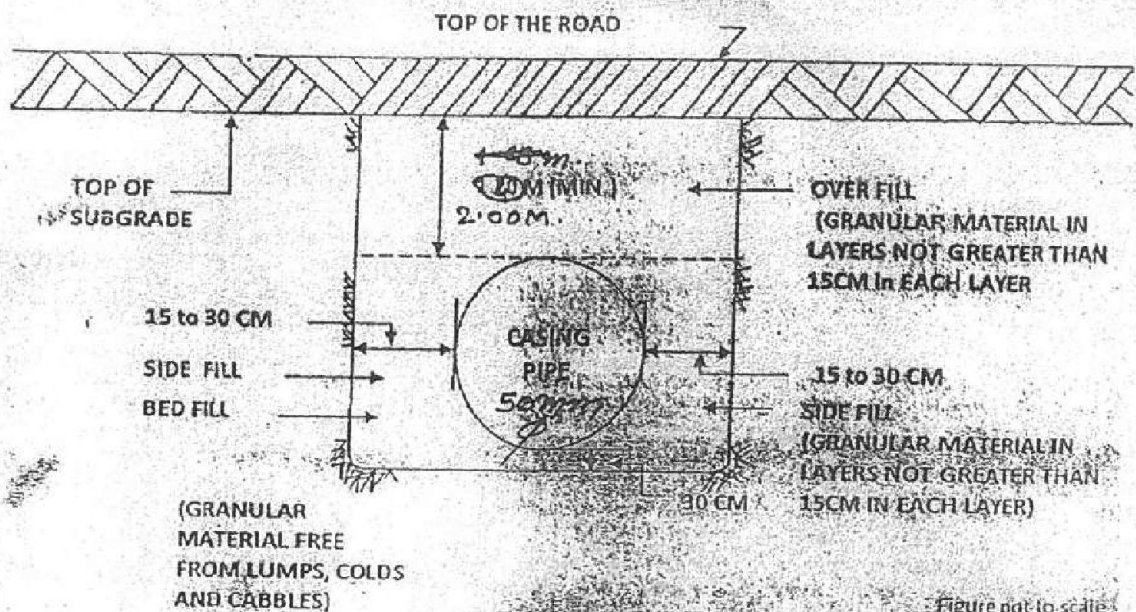


FIGURE-1 INSTALLATION OF CASING PIPE FOR CROSSING THE ROAD.



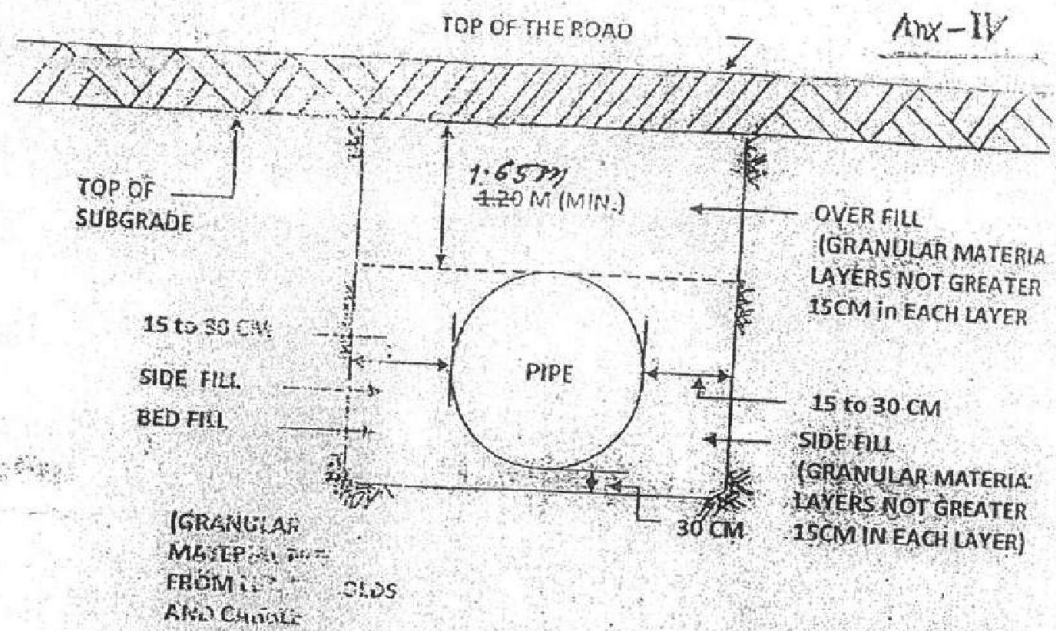


Figure not

FIGURE-2 INSTALLATION OF PIPE FOR
ALONG THE ROAD



SUB : Laying of Underground Cables Along the National Highway
DETAILS REGARDING UNDERGROUND CABLE LAYING

1. (i) Name of company asking for Permission	Vodafone Idea Telecom Infrastructure Ltd.
(ii) Full Address (Registered)	Suman Tower Plot No.18 Sector No.11, Gandhinagar, Gujrat.
Corporate Address	1 st and 2 nd Floor Sharda Center Karve Road, Erandwane, Pune 411004
(iii) Details & purpose for laying the cable	
(iv) Any other details regarding laying	From Ch. 224/370 to 224/600 Proposed 28- 29 Mtr.
(a) Distance of proposed site from centre of the road at the extreme edge within the road boundary.	
(b) Whether it is possible to lay the proposed lines or not, reason	Yes, the proposed cable is to be laid at depth of 1.65 meters, which is far below any existing line.
2. Details regarding road alignment where UG is to be laid along the road.	
i) Name of Road	NH - 166 From Ch. 224/370 to 224/600
ii) Category of road (to be ascertained from K.M. Stone on road side)	From Ch. 224/370 to 224/600
iii) Width of the road	29-30
a) Formation width measured from earthen bank.	
(b) Black top road carriage way width	
(c) Road boundary	60 meters
(d) Location of cable laying along the road side to be mentioned	LHS from road centre 29-30 Mtr. From Ch. 224/370 to 224/600
3. Details to be supplied on layout drawings	5 sets of proposed route drawings is Enclosed
4. GEOGRAPHICS OF THE CABLE ROUTE	
(a) Dimension of the cable trench.	Width 0.50 meter and Depth 1.65 mtr.
(b) Dimension of	



Cable HDPE Protection Pipe	40 MM duct & 110 MM DWG Pipe for protection.
(c) Size of Optical Fibre Telecom Transmission cable.	40 MM Duct
5. (i) This is to certify that no Govt. Road land shall be occupied by Vodafone Idea Telecom Infrastructure Ltd. except for the purpose of laying UG Cables.	
(ii) This is to certify that the work shall be in accordance with the Govt. Rules and regulations in force from time to time and binding to Vodafone Idea Telecom Infrastructure Ltd.	
(iii) This is to certify that all required cost and fees as per rules and regulation of the Govt. Will be deposited timely.	

Date :

For Vodafone Idea Telecom Infrastructure Ltd.

Place :

Encl. Route marked to Map



Authorized Signatory

Annexure-II

(Enclosure to Ministry Circular No. RW/NH-33044/27/2005/ S&R(R) (Pt) date 06.08.2013)

Format for Maintaining Records of Right-of-Way permission granted for laying OFC.

(to be maintained separately for every NH and State)

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

Sr. No	Location (Chainage in Km)	Left or right side of NH (Towards increasing chainage / km direction)	Section and reach	Kind of Services	Name of license and contact address	Date of signing of agreement	Date of validity of agreement	Date of last inspection of site	Any deviation from MOST standard norms	Remarks
1										





सत्यमेव जयते
GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Office of the Registrar of Companies

RoC Bhavan, Opp Rupal Park Society Behind Ankur Bus Stop, Ahmedabad, Gujarat, India, 380013

Certificate of Incorporation pursuant to change of name
[Pursuant to rule 29 of the Companies (Incorporation) Rules, 2014]

Corporate Identification Number (CIN): U64200GJ2007PLC106772

I hereby certify that the name of the company has been changed from VODAFONE TOWERS LIMITED to VODAFONE IDEA TELECOM INFRASTRUCTURE LIMITED with effect from the date of this certificate and that the company is limited by shares.

Company was originally incorporated with the name INDUS TOWERS LIMITED.

Given under my hand at Ahmedabad this Fifth day of December two thousand nineteen.



MANOJA KUMAR SAHU

Registrar of Companies
RoC - Ahmedabad

Mailing Address as per record available in Registrar of Companies office:

VODAFONE IDEA TELECOM INFRASTRUCTURE LIMITED

VODAFONE HOUSE, CORPORATE ROAD PRAHLAD NAGAR, OFF: S.G. HIGHWAY,
AHMEDABAD, Gandhinagar, Gujarat, India, 380051



CERTIFIED TRUE COPY

For Vodafone Idea Telecom Infrastructure Limited

Venkataiah
Director / Authorised Signatory

**LICENCE AGREEMENT
FOR
NATIONAL LONG DISTANCE SERVICE**

LICENCE NUMBER -10-40/2006 (BS-I) (NLD- 14)

LICENCE AGREEMENT

This AGREEMENT is made on the 23rd day of November 2006 on behalf of and between the President of India acting through S.T. ABBAS, Director (CS), Department of Telecommunications (DOT), Government of India, Sanchar Bhavan, 20 Ashok Road, New Delhi-110 001 (hereinafter called the LICENSOR) of the FIRST PARTY

AND

M/s Idea Cellular Limited a company registered under the Companies Act 1956, having its registered office at Suman Tower, Plot No. 18, Sector No.11, Gandhinagar - 382011 acting through Shri AJS Jhala, CFO & Company Secretary, the authorized signatory (hereinafter called the LICENSEE which expression shall, unless repugnant to the context, include its successor in business, administrators, liquidators and assigns or legal representatives) of the SECOND PARTY.

WHEREAS, by virtue of the provisions of Section 4 of the Indian Telegraph Act 1885, the LICENSOR has privilege to grant License and the LICENSEE is desired to have the LICENCE to install, operate and maintain NATIONAL LONG DISTANCE (NLD) SERVICE NETWORK, hereinafter called 'NLD Service Network', and to provide NATIONAL LONG DISTANCE SERVICE, hereinafter called 'NLD Service' within territorial boundaries of India.

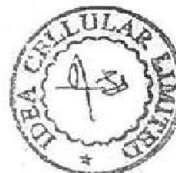
AND WHEREAS in pursuance to the said desire of the LICENSEE, the LICENSOR has agreed to grant NATIONAL LONG DISTANCE SERVICE LICENCE to the

LICENSEE to install, operate and maintain NATIONAL LONG DISTANCE (NLD) SERVICE on the terms and conditions appearing hereinafter.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :

1. In consideration of the payment of Entry fee and due performance of all the terms and conditions mentioned in SCHEDULE -I annexed hereto, on the part of the LICENSEE, the LICENSOR does, hereby grant, under section 4 of the Indian Telegraph Act, 1885, on a non-exclusive basis, this LICENCE to install, operate and maintain the NLD Service Network and provide NLD Services within the territorial boundaries of the country.
2. Subject to clause (1) herein above, the LICENCE hereby granted will remain valid for 20 (Twenty) years from the Effective Date unless revoked earlier.

[Handwritten signature]




3. The LICENSEE hereby agrees and unequivocally undertakes to fully comply with all the terms and conditions stipulated in this LICENCE Agreement and without any deviation or reservation of any kind.

4. Unless otherwise mentioned or appearing from context, the Guidelines issued in respect of National Long Distance Service including the application form attached therewith, shall form part and parcel of this agreement. Provided that in case of conflict or inconsistency on any issue relating to this LICENCE Agreement, the terms set out in the body of this agreement with schedule annexed thereto shall prevail.

5. Effective Date of the LICENCE shall be the date on which the LICENCE is signed.

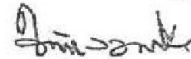
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed through their respective authorized representatives on the 23rd November, 2006.



निदेशक (सी.एस.-III)
DIRECTOR (CS-III)

Signed, for and on behalf of the President of
India
Deptt. of Telecom, New Delhi
(S.T. Abbas)
Director (CS-III)

For Idea Cellular Limited



AJS Jhala
Chief Financial Officer &
Company Secretary

Signed on behalf of M/s Idea Cellular Ltd
by Shri AJS Jhala, CFO & Company
secretary, the Authorised Signatory,
authorised in accordance with the
Resolution No. NIL dated 02.09.06 passed
by the Resolution of Board of Directors.

IN PRESENCE OF

1


Signature

Name

Occupation

Address

Place


M. S. Shami
Chief. Secy
Sanchar Bhawan, DOT
N. Delhi

2

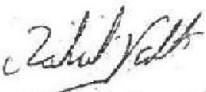
Signature

Name

Occupation

Address

Place


RAHUL VADIS
SERVICE
810, KAILASH BLDG
26, K.B. ROAD
N DELHI - 1



