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भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय)

National Highways Authority of India

(Ministry of Road Transport and Highways) Project Implementation Unit, Puducherry. # 29, Sun City, ECR, Bommaiyapalayam,

Tamil Nadu - 605 104.



11014/NH-45A/08/05/2021/PIU-PDY/ 1067

18th September, 2021

Invitation of Public Comments

NHAI - PIU - Puducherry - Four laning of Sattanathapuram (Km.123/800) to Nagapattinam (Km.179/555) Section of NH-45A on HAM under NHDP Phase-IVin the Sub: state of Tamil Nadu - Request for permission to lay underground Optical Fiber Cable (OFC) on NH 45A along the road from Km.192/345 to Km. 194/000 (LHS), designed ch. 177/900 to 179/555 for a total length of (Velakanni - Karaikal Section) in the state of Tamil Nadu, National Highways, 1.655 Kms of Puducherry Invitation of Public Comments - Reg.

The proposal is regarding permission sought by M/s. Vindhya Telelinks Limited to lay underground Optical Fiber Cable (OFC) on NH - 45A along the road from Km.192/345 to Km. 194/000 (LHS), designed ch. 177/900 to 179/555 for a total length of (Velakanni -Karaikal Section) in the state of Tamil Nadu, National Highways, 1.655 Kms of Puducherrysubmitted to this office by M/s. Vindhya Telelinks Limited letter No. VTL/IP-1/2021-22/TN/027 dated 05.07.2021.

M/s. Vindhya Telelinks Limited has proposed to lay the underground Optical Fiber 2. Cable (OFC) for a length of 1.665km (from km 177+900 to km 179+555).

S.No	Description	Proposed Side	Design Chainage in KM		Length in
			Start	End	13.00
1	Along NH45A (New NH32)	LHS	177.900	179.555	1.655

- M/s. Vindhya Telelinks Limited has proposed to lay the underground Optical Fiber Cable (OFC) along the National Highways by Open Trench Method duly keeping top of the pipeline at a depth of 1.20m below the subgrade. The diameter of the OFC Cable is 80mm.
- The submitted proposal is in conformity with Ministry's latest guidelines, regarding accommodation of public and industrial utility services along and across National Highways, issued vide letter dated 22.11.2016.
- M/s. Vindhya Telelinks Limited has furnished an undertaking for shifting of 5. the pipeline at their cost during future widening of the above road.

Head Office: G-5 & 6, Sector - 10, Dwarka, New Delhi - 110 075. Website: www.nhai.gov.in Regional Office: Plot No. P-34, 3rd Floor, Sri Towers (SP) Industrial Estate, Guindy, Chennai - 600 032. 6. As per the guidelines issued by the Ministry vide letter No.RW/NH-33044/29/2015/ S&R(R) dated 22.11.2016, the proposal submitted by M/s. Vindhya Telelinks Limited will be made available for 30 days for public comments/objections and the comments are to be furnished within 30 days from the day of closure.

In view of the above, comments of the public on the above proposal is invited and may be furnished to the below mentioned address:

The Project Director
National Highways Authority of India
(Ministry of Road Transport and Highways)
Project Implementation Unit - Puducherry.
Plot No. 29, Sun city Road, ECR,
Bommaiyapalayam, Tamil Nadu - 605 104.
Tel: 0413-2969493

Yours faithfully,

(S.Sakthivel)

DGM (T) & Project Director NHAI, PIU-Puducherry

Copy to:

- 1. Web-admin, NHAI HQ, New Delhi For uploading in the Ministry's website
- 2. The NIC, New Delhi For uploading in the Ministry's website.
- 3. The RO Chennai for information

Theme Engineering Services Pvt. Ltd.

No.76, Sunnabukara Street, Karaikal, Dist.-Karaikal-

609602, Puducherry

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Email id: nagapattinamtheme@gmail.com

CIN: U74210RJ2002PTC017485

Lr.No: THEME/NH-45A/NHAI/P-IV/19C/2603

Date: 28/07/2021

To,

DGM (T) & Project Director, Project implementation Unit, National Highways Authority of India, 29, Sun City Road, ECR, Bommaiyapalayam, Puducherry.

Sub: Four Laning of Sattanathapuram to Nagapattinam (Design Ch. Km123+800 to Km 179+555) section of NH-45A (New NH-332) in the State of Tamil Nadu under NHDP Phase-IV on Hybrid annuity Mode -Request for permission to lay underground Optical Fiber Cable (OFC) on NH-45A along the road from Km.192/345 to Km.194/000 (LHS), designed Ch. 177/900 to 179/555 for a total length of (Velankanni - Karaikal Section) in the state of Tamil Nadu, National Highways, 1.655 Kms of Puducherry - IE Comments Sought - Reg

Ref: 1. NHAI letter no. 11014/NH-45A/08/05/2021/PIU-PDY/697 dated 22.07.2021.

Dear Sir,

The submitted proposal for laying OFC from CH:177+900 to 179+555 on LHS was reviewed as per MORTH policy circular and the enclosed check list, Methodology, Undertaking and Indemnity bond against all damages are found in order.

Hence, Authority shall grant permission to M/s. Vindya Telelinks Limited for laying OFC as per attached

strip plan and cross section drawing.

Yours faithfully,

For Theme Engineering Services Pvt. Ltd.,

Team Leader.

CC:

NHAI-PIU, PUDUCHERRY DATE DIARY NO 28.07.2021 DGM (T) & Mar (7 Dy Mg1 (1) Site Log ACCOUNTANT

M/s. Welspun Sattanathapuram Nagapattinam Road Project Pvt. Ltd, Karaikal.

Page 1 of 1

Vindhya Telelinks Limited



EPC Division:

Plot No. 56, Ishaq Colony, Opp: syndicate Bank, Picket Branch, Wellington Road, Near AOC Center, Marredpally, Secunderabad - 500015, Telangana.

Ref: VTL/IP-1/2021-22/TN/027

Date: 05 Jul 2021

To
The Project Director,
National Highway Authority of India,
PIU – Puducherry
#29, Sun City Road, ECR, Bommaiyapalayam,
Tamilnadu – 605 104

Sir,

Sub: Request for permission to lay underground Optical Fiber Cable (OFC) on NH – 45A along the road from Km.192/345 to Km. 194/000 (LHS), designed ch. 177/900 to 179/555 for a total length of 1.655 Kms of (Velakanni – Karaikal Section) in the state of Tamil Nadu, National Highways, Puducherry.

We, Vindhya Telelinks Ltd., having registered office at Rewa, Madhya Pradesh and Corporate office at 6th Floor, Tower A, Prius Global, A-3, 4 & 5, Sector 125, Noida, Uttar Pradesh – 201 301, Propose to lay Optic Fibre Cable in Tamil Nadu.

We registered under Infrastructure Provider Category – I (IP-1), having Certificate No: 342/2010, dated 11.10.2010 issued by the Government of India, Ministry of Communication & IT Department of Telecommunications, Sanchar Bhavan, 20 – Ashoka Road, New Delhi 110 001.

Currently M/s. Vindhya Telelinks Limited, is gearing for expansion of its service strength in Tamil Nadu. In this regard we propose to lay Optical Fiber Cable from a length of 1655 Mtrs in NH – 45A (Velakanni - Karaikal Section) along the road from Km.192/345 to Km. 194/000 (LHS), designed ch. 177/900 to 179/555 for a total length of 1.655 Kms, which comes under the jurisdiction of National Highways, Puducherry, the copy of D.O.T along with location drawings in Two Original and Four copies enclosed.

We, kindly request your good self to give us permission to lay OFC, Covering a length of **1655** Mtrs as per the drawing enclosed. We will do the trenching as per the guidelines and remit the applicable charges on receipt of your demand note. We assure you that utmost care will be taken wile laying our duct, of cable and the road surfaces will be restored immediately as specified by the National Highways.

Thanking you,

Yours truly,

For M/s. Vindhya Jedinka simited

Authorize

HAI-PIU, PUDUCHERRY

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

Permission for laying of Optical Fiber Cable (OFC) on NH 45A along the road from Km.192/345 to Km. 194/000 (LHS), designed ch. 177/900 to 179/555 for a total length of 1.655 Kms of (Velakanni – Karaikal Section) in the state of Tamil Nadu, National Highways, Puducherry.

S. No.	Item	Information/ Status	Remarks
1.0	General Information		
1.1	Name and address of the Applicant	M/s. VINDHYA TELELINKS LIMITED., EPC Division, Plot No. 56, Ishaq Colony, Opposite Syndicate Bank, Picket Branch, Wellington Road, Near AOC Centre, Marredpally, Secunderbed – 500015, Telangana.	
1.2	National Highway Number	45A	
1.3	State	Tamilnadu	
1.4	Location	(Velakanni – Karaikal Section)	
1.5	Chainage in Km.	Km 192/345 to Km 194/000 (LHS). designed Ch. 177/900 to 179/555	
1.6	Length in meters	1655 Meters.	
1.7	Width of available ROW		
	 a) Left side center line towards increasing chainage / km direction 	Max :.22.5 mtrs Min : 22.5 mtrs	
	 Right side center line towards increasing chainage / km direction 	•	
1.8	Proposals to lay the cable		
	 a) Left side center line towards increasing chainage / km direction 	Max :.22.0 mtrs Min : 22.0 mtrs	
	 b) Right side center line towards increasing chainage / km direction 		
1.9	Proposal to acquire land a) Left side from Center line b) Right side Center line	NA	
1.10	Whether proposal is in the same side where land is not to be acquired	Yes	
	If not then where to lay the cable		
1.11	Details of already laid services, if any, along the proposed route	Nil	
1.12	Number of lanes (2/4/6/8 lanes) existing	2 lanes	
1.13	Proposed number of lanes (2 lane with paved shoulders /4/6/8 lanes)	4 lanes with paved shoulders	



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1.14	Services 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 	-		
	 b) Right side from center line 	•		
1.16	Whether proposal to lay cable is after the services road or between the service	After the road along utility corridor at ROW edge.		
1.17	The Permission for laying OFC shall be considered for approval / rejection	Considered for approval based on the Ministries circular.		
	i)Whether the ROW is more than 45mts then the duct cable shall be laid at the edge of right of way within the utility corridor 2m width, duly keeping in view the future widening.	Yes		
	ii)Where the land is yet to be acquired for 4 laning and the position of new carriageway has been decided than the cable shall be laid at the edge of right of way within the utility corridor of 2m width, on that side of existing carriageway where extra land is not proposed to be acquire for 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 be taken for permitting the laying of cable/duct. This could be within 1.5m to 2.0m of utility corridor at the edge of existing ROW, duly keeping in view the possible widening plans.	NA		
	iv) Where the ROW is restricted and adequate only to accommodate the carriageway, central verge, shoulders and drains (e.g. Highways in cutting through hilly/rolling terrain), the cable shall be laid clear of the drain.	NA		
1.18	No. of applicants on the same stretch	First		
1.19	Whether the case of multiple licenses	Single license		
1.20	If so furnish a joint implementation program to lay their respective ducts within stipulated time frame.	N.A		



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PIU - Puducherry.

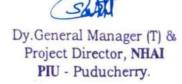
1.21	If crossing of the road involved, if yes it shall only be through trench-less technology	NA
2.0	Document / Drawings enclosed with the proposals	Yes
2.1	Cross section showing the size of trench for open trenching method (Is it normal size of 1.65m deep x 0.5m wide) Should not be greater than 1.2m in width in multiple cable for HDD method.	Yes
2.2	Cross section showing the size of pit and location of cable for HDD method	Yes, Enclosed
2.3	Strip plan/Route plan showing the OFC, Chainage, width of ROW, distance of proposed, cable form the edge of ROW, important mile stone, intersection, cross drainage works etc.	Yes, Shown in the Diagram
2.4	Methodology for laying of OFC	
2.4.1	Open trenching method. If yes, Methodology of refilling of trench.	Yes
2.4.2	Horizontal Direction Drilling (HDD) method	Yes
2.4.3	Laying of OFC through CD works	NA
3.0	Draft License Agreement signed by two witnesses	Yes
4.0	Performance Bank Guarantee	Would be obtained after approval of the proposals
4.1	Performance BG as per Ministry's circularno.RW/NH-33044/29/2015/S&R(R) (Pt.) dated 22.11.2016 to be obtained @ Rs.100/per meter length	Applicable at later date
4.2	Confirmation of BG has been obtained as per NHAI guidelines	BG shall be submitted as per NHAI Guidelines
5.0	Affidavit/Undertaking from the applicant for	
5.1	Not to damage to other utility, if damaged then to pay the losses either to NHAI or to the concerned agency	Yes ; Enclosed
5.2	Renewal of Bank Guarantee	Yes, will be obtain after submission of BG.
5.3	Conforming all standard condition of NHAI's guidelines	Yes ; Enclosed
5.5	Shifting due to 4 laning / widening of NH	Yes ; Enclosed



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5.6	Indemnity against all damages and claims clause (xxiv)	Yes ; Enclosed
6.0	Power of Attorney in favour of authorized signatory	Yes ; Enclosed
7.0	Copy of DOT license	Yes ; Enclosed
8.0	Certificate from the Project Director	Yes
8.1	Certificate for conforming of all standard conditions vide Ministry Circular No.RW/NH-33044/17/2000-S&R dated 29.09.2000 and NHAI's guidelines issued vide no.NHAI/OEC/2k/Vol.II dated 07.11.2000 and Ministry's circular no.RW/NH-33044/27/2000-S&R® dated 21.03.2006 and Ministry's Guidelines Lr. No. RW/NH-33044/27/2005–S&R (R) dated 21.09.2010 and Ministry's circularno.RW/NH-33044/27/2005/S&R(R) (Pt.) dated 06.08.2013 & RW/NH-33044/29/2015/S&R(R) (Pt.) dated 22.11.2016	Yes
8.2	a) Where feasibility is available "I do certify that there will be no hindrance to proposed Six-laning based on the feasibility report considering proposed structures at the said location". b) In case feasibility report is not available" I do certify that sufficient ROW is available at site for accommodating proposed Six-laning".	Yes ; Enclosed
9.0	The agreement fee of Rs.1 shall be charged.	Yes
10.0	If NH section proposed to be taken up by NHAI on BOT basis-a clause in para 17 to be inserted in the agreement. "The permitted Highway on which Licensee has been granted the right of way to the concessionaire under the concession agreement for up-gradation of NH – 45A Km 192/345 to Km 194/000 (LHS), designed Ch. 177/900 to 179/555 on build, Operate and Transfer basis and therefore the	N.A





	licensee shall honour the same.	
11	Who will supervise the work of laying of OFC	Consultants
12	Who will ensure that the defect in road portion after laying of OFC area corrected and if not corrected then what action will be taken.	M/s. VINDHYA TELELINKS LIMITED., EPC Division, Plot No. 56, Ishaq Colony, Opposite Syndicate Bank, Picket Branch, Wellington Road, Near AOC Centre, Marredpally, Secunderbed – 500026, Telangana.
13	Who will pay the claims for damages done/disruption in working of concessionaire, if asked by the concessionaire?	M/s. VINDHYA TELELINKS LIMITED., EPC Division, Plot No. 56, Ishaq Colony, Opposite Syndicate Bank, Picket Branch, Wellington Road, Near AOC Centre, Marredpally, Secunderbed – 500026, Telangana.
14	A certificate for PD that he will enter the proposed permission in the register of record of the permissions in the prescribed profroma (copy enclosed) issued vied ministry circular no.RW/NH/33044/17/2000/S&R, dated 23.07.2003, 06.08.2013 & RW/NH-33044/29/2015/S&R(R) (Pt.) dated 22.11.2016	Enclosed
15	If any pervious approval is accorded for laying of cable then Photocopy of register of records of permissions accorded as maintained by PD (per Ministry circular no. RW/NH/33044/17/2000/S&R, dated 23.07.2003 & 06.08.2013) & RW/NH-33044/29/2015/S&R(R) (Pt.) dated 22.11.2016 as referred in para 13 above is enclosed or not	~~

Project Director

NHAI-PIU-Puducherry.

Dy.General Manager (T) & Project Director, NHAI
PIU - Puducherry.





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DHYON TELECTRIBLES.

07 JUN 2021

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KUMARAVELT

Stamp Vendor
L. 26/CH (S) 2010 Dt. 02.03.2011
M. 10/22, lewarya Colony, Indira Nagar,
Adyar, Chennal-600 020.

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

Agreement to lay Telecom / OFC cable /electrical cable / pipe line/ ducts etc on NH - 45A along the road from Km.192/345 to Km. 194/000 (LHS), designed ch. 177/900 to 179/555 for a total length of 1.655 Kms of (Velakanni - Karaikal Section) in the state of Tamil Nadu, National Highways, Puducherry.

This Agreement made this	day of	(mont	h)of	(year) be	tween
acting in his executive capacity					
Authority" which expression shall unle					
nis successors in office and assigns) o					
LIMITED, EPC DIVISION, PLOT NO.	. 56, ISHAQ	COLONY,	OPPOSITI	E SYNDIC	CATE
BANK, PICKET BRANCH, WEL	LINGTON	ROAD, N	EAR A	OC CEN	TRE,
MARREDPALLY, SECUNDERABAD-	-500015,TEL	ANGANA, a	company	registered	under
the Companies Act, 1956 and having its	Registered	Office at Ud	yog Vihar,	P.O. Cho	orhata,
Rewa (M.P.) - 486006, (hereinafter ca	lled the "Lic	ensee") which	h express	ion shall	unless
excluded by repugnant to the context,	include his	successors /	administra	tor assigne	ees on
the second part TELELIN					

Whereas the Authority is responsible, inter-alia, for development and maintenance of lands in NH - 45A along the road from Km.192/345 to Km. 194/000 (LHS), designed ch. 177/900 to 179/555 for a total length of 1.655 Kms of (Velakanni - Karaikal Section) in the state of Tamil Nadu, National Highways, Puducherry.

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

Whereas the Licensee has applied to the Authority for permission to lay utility services in NH - 45A along the road from Km.192/345 to Km. 194/000 (LHS), designed ch. 177/900 to 179/555 for a total length of 1.655 Kms of (Velakanni – Karaikal Section) in the state of Tamil Nadu, National Highways, Puducherry.

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

- 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 fulfilment of technical requirements shall be final and Binding on all concerned parties. In case any disruption / damage is caused to any existing user by the subsequent user, the Authority shall not be held accountable or liable in any manner.
- 3. The Licensee shall be responsible for undertaking all activities including, but not limited to site identification, survey, design, engineering, arranging, finance, project management, obtaining regulatory approvals & necessary clearances, supply of equipment material, construction, erection, testing and commissioning, maintenance and operation and all other activities essential or required for efficient functioning of their own utility industrial infrastructure facilities.\/
- 4. The Licensee shall pay license fees @ Rs./sq m/month to the Authority. The Licensee fee shall become payable from the date of handing over of Row land to the Licensee for laying of utilities/ cables /conduits/pipelines for infrastructure/

- service provider. As regards Tariff and Terms and conditions for providing common utility ducts along National Highways, there shall be a separate agreement regime.
- 5. Fee shall have to be paid in advance for the period for which permission is granted for entering into a license agreement. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @15% per annum compounded annually.
- 6. Present policy of the MoRT&H is to provide a 2.00 m a wide utility corridor on either side of the extreme edge of Row. In cases where utility ducts with sufficient space are already available along NH, the utility services shall be laid in such ducts subject to technical requirements being fulfilled.
- 7. The Utility services shall be laid at the edge of the RoW. In case of restricted width of RoW, which may be adequate only to accommodate the carriageway, central verge, shoulders, slopes of embankment, drains, other road side furniture etc: the utility services shall be laid beyond the toe line of the embankments and clear of the drain.
- 8. The Licensee shall make his own arrangement for crossing of cross drainage structure, rivers, etc. below the bed. In case, this is not feasible, the utility services may be carried outside the railings/ parapets and the bridge superstructure. The fixing and supporting arrangement with all details shall be required to be approved in advance from the concerned Highway Administration. Additional cost on account of fixing and supporting arrangement as assessed by the authority shall be payable by the Licensee.
- 9. In exceptional cases, where RoW is restricted the utility services can be allowed beneath the carriageway of service road, if available, subject to the condition that the utility services be laid in concrete ducts, which will be designed to carry traffic on top. The width of the duct shall not be less than one lane. In such cases, it also needs to ensure that maintenance of the utility services shall not interfere with the safe and smooth flow of traffic. The cost of operation and maintenance will have to be borne by the Licensee.
- 10. It is to be ensured that at no time there is interference with the drainage of the road land and maintenance of the National Highways. Towards this, the top of the utility services shall be at least 0.6 metre below the ground level. However any structure above ground shall be aesthetically provided for / landscaped with required safety measures as directed by the concerned Authority.
- 11. The utility services shall be permitted to cross the National Highway either through structure or conduits specially built for that purpose. The casing /conduit pipe should, as minimum, extend from drain to drain in cuts and toe of slope to toe of slope in the fills and shall be designed in accordance with the provision of IRC and executed following the specifications of the Ministry.

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

- 13. The top of the casing/conduit pipe containing the utility services to cross the road shall be at least 1.2m below the top of the sub grade or the existing ground level whichever is lower, subject to being at lease 0.3m below the drain inverts. A typical sketch showing the clearances is given in Attachment-I.
- 14. The utility services shall cross the National Highway preferable on a line normal to it or as nearly so as practicable.
- 15. The casing/conduit pipe for crossing the road may be installed under the road embankment either by boring or digging a trench. Installation by boring method shall be preferred.
- 16. In case of trenching, the sides of the trench should be done as nearly vertical as possible. The trench width should be at least 30cm. but not more than 60cms wider than the outer diameter of the pipe. Filling of the trench shall conform to the specifications contained here-in-below or as supplied by the Highway Authority.
 - i. Bedding shall be to a depth not less than 30cm. it shall consist of granular material, free of lumps, clods and cobbles, and graded to yield a firm surface without sudden change in the bearing value. Unsuitable soil and rock edges should be excavated and replaced by selected material.
 - ii. The backfill shall be completed in two stages (i) side-fill to the level of the top of the pipe (ii) Overfill to the bottom of the road crust.
 - iii. The side fill shall consist of granular material laid in 15cm. Layers each consolidated by mechanical tamping and controlled addition of moisture to 95% of the Proctor's Density. Overfill shall be compacted to the same density as the material that has been removed. Consolidation by saturation or ponding will not be permitted.
 - iv. The road crust shall be built to the same strength as the existing crust on either side of the trench or to thickness and specifications stipulated by the highway Authority.
- 17. The Licensee shall ensure making good the excavated trench for laying utility services by proper filling and compaction, so as to restore the land in to the same condition as it was before digging the trench, clearing debris/loose earth produced due to execution of trenching at least 50m away from the edge of the right of way.
- 18. All required restoration work subsequent to laying of the cable shall be required to be undertaken by the Licensee at its cost either by itself or through its authorized representative in consultation with the authority as per predetermined time schedule and quality supported.

- 19. Prior to commencement of any work on the ground, a performance Bank guarantee @Rs. Per route metre /Rs per sq m with a validity of one year initially (extendable if required till satisfactory completion of work) shall have to be furnished by the Licensee to the Authority its designated agency as a security against improper restoration of ground in terms of filling / unsatisfactory compaction damages caused to other underground installations utility services & interference, interruption, disruption, or failure caused thereof any services etc. in case of licensee failing to discharge the obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee.
- 20. In case, the Performance Bank guarantee is invoked as mentioned above, the Licensee shall be required to replenish and reinstate the required Performance Bank Guarantee within one month of such invoking. In case the work contemplated herein is not completed to the satisfaction of the Authority, which has granted the permission, within a period of 11 months from the date of issue of the Bank Guarantee, the Licensee shall either furnish a fresh guarantee or extend the guarantee for a further period of one year. Notwithstanding this, the Licensee shall be liable to pay full compensation to the aggrieved Authority/its designated agency for any damage sustained by them by reason of the exercise of the RoW facility.
- 21. The Licensee shall shift the utility services within 90 days (or as specified by the respective authority) from the date of issue of the notice by the concerned authority to shift/relocate the utility services, in case it is so required for the purpose of improvement/widening of the road/route/highway or construction of flyover/bridge and restore the road/land to its original condition at his own cost and risk.
- 22. The Licensee shall be responsible to ascertain from the respective agency in coordination with Authority, regarding the location of other utilities/underground installations/facilities etc. The Licensee shall ensure the safety and security of already existing underground installations / utilities / facilities etc. before commencement of the excavation /using the existing cable ducts. The Licensee shall procure insurance from a reputed insurance company against damages to already existing underground installations/utilities/facilities etc.
- 23. The Licensee shall be solely responsible / liable for full compensation/indemnification of concerned agency / aggrieved Authority for any direct, indirect or consequential damage caused to them / claims or replacements sought for, at the cost and risk of the Licensee. The concerned agency in co-ordination with Authority shall also have a right make good such damages/recover the claims by forfeiture of Bank Guarantee.
- 24. If the licensee fails to comply with any condition to the satisfaction of the Authority, the same shall be executed by the Authority at the cost and risk of the Licensee.

- 25. Grant of Licensee is subject to the Licensee satisfying (a) minimum disruption of traffic and (b) no damage to the highways. As far as possible, the Licensee should avoid cutting of the road for crossing highway, and other roads and try to carry out the work by trenchless technology. In case any damage is caused to the road pavement in this process, the Licensee will be required to restore the road to the original condition at its cost. If due to unavoidable reasons the road needs to be cut for crossing or laying utility services, the Licensee has to execute the restoration work in a time bound manner at its cost either by itself or through its authorised representative in consultation with the Authority as per predetermined time schedule and quality standards. In case of the Licensee failing to discharge the obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee.
- 26. The Licensee shall inform/give a notice to the concerned agency designated by the Authority at least 15 day in advance with route details prior to digging trenches, for fresh or maintenance/repair works. A separate performance Bank guarantee for maintenance/repair works shall have to be furnished by the Licensee.
- 27. Each day, the extent of digging the trenches should be strictly regulated so that utility services is laid and trenches filled up before the close of the work that day, filling should be completed to the satisfaction of the concerned agency designated by the Authority.
- 28. The Licensee shall indemnify the concerned agency in co- ordination with Authority, against all damages and claims, if any due to the digging of trenches for laying cables/ducts.
- 29. The permission for laying utility services is granted maximum for 5 years at a time, which can thereafter be considered for renewal. On payment of additional fee at the time of renewal, the permission shall automatically be renewed, unless defaults exist. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @ 15% per annum compounded annually.
- 30. The permission shall be valid only for it is issued and fee deposited. However, the Authority also has a right to terminate the permission or to extend the period of Agreement.
- 31. That the Licensee shall not undertake any work of shifting, repairs or alterations to the utility services without prior written permission of the concerned agency in coordination with the Authority.
- 32. The permission granted shall not in any way be deemed to convey to the Licensee any ownership right or any interest in route/road/highway/and/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 bear the Stamp Duty charged on this Agreement.
- 35. Three copies of 'as laid drawings' of utilities (hard and soft copies) with geo-tagged photographs and geo-tagged video recordings of laying of cables in the trench (with respect to the NH) and after complete restoration shall be submitted to the Authority for verification and record within a month of completion of works.
- 36. The Licensee shall allow free access to the Site at all times to the authorised representatives of Authority to inspect the Project Facilities and to investigate any matter within their Authority, and upon reasonable notice, shall provide reasonable assistance necessary to carry out their respective duties and functions.
- 37. The Utility services shall not be made operational by the Licensee unless a completion certificate to the effect that the utility services has been laid in accordance with the approved specifications and drawings and the trenches have been filled up to the satisfaction of the concerned agency in co-ordination with the Authority has been obtained. Notwithstanding anything contained herein, this Agreement may be cancelled at any time by Authority for breach of any condition of the same and the Licensee shall neither be entitled to any compensation for any loss caused to it by such cancellations not shall it be absolved from any liability already incurred.
- 38. The Licensee shall ensure adherence to relevant Indian standards and follow best industry practices, methods and standards for the purpose of ensuring the safe, efficient and economic design, construction, commissioning, operation repair and maintenance of any part of the utility lines/industrial infrastructure facilities and which practices, methods and standards shall be adjusted as necessary, to take account of:
 - a. Operation, repair and maintenance guidelines given by the manufacturers.
 - b. The requirements of Law.
 - c. The physical conditions at the Site, and
 - d. The safety of operating personnel and human beings.
- 39. The Licensee shall have to provide safety measures like barricading, danger lighting and other necessary caution boards while executing the work.
- 40. While laying utility services, at least one lane of road shall be kept open to traffic at all times. In case of single lane roads, a diversion shall be constructed. If any traffic diversion works are found necessary during the working period such diversion shall be provided at the cost of Licensee.

- 41. After the termination/expiry of the agreement, the Licensee shall remove the utility services within 90 days and the site shall be bought back to the original condition failing which the Licensee will lose the right to remove the utility services. However before taking up the work of removal of utility services the Licensee shall furnish a Bank Guarantee to the Authority for a period of one year for an amount assessed by the Authority as a security for making good the excavated trench by proper filling and compaction, clearing debris, loose earth produced due to excavation of trenching at least 50m away from the edge of the RoW.
- 42. Any disputes in interpretation of the terms and condition of this agreement or their implementation shall be referred to the redress mechanism prevailing in the ministry and the decision of the redress mechanism shall be final and binding on all.
- 43. For PPP Projects, in case of any financial loss incurred by the respective project concessionaires due to such laying/shifting of utility services by the Licensee, compensation for the same shall be required to be borne by the Licensee in Mutual agreement with the respective project concessionaires. MoRT&H/NHAI/implementing authorities for the project shall not be liable to the concessionaire in any way in this regard.

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

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

SIGNED SEALED AND DELIVERED FOR AND ON BEHALF OF AUTHORITY.

BY SHRI	
(Signature, name & address with stamp)	
SIGNED ON BEHALF OF M/s. VINDHYA TELELINKS LIMITED	. EPC DIVISION
PLOT NO. 56, ISHAQ COLONY, OPPOSITE SYNDICATE BANK, P	ICKET BRANCH
WELLINGTON ROAD, NEAR AOC CENTRE, MARREDPALLY, SE	CUNDERABAD -
500026, TELANGANA, (LICENTED)	
Signature, name& address with Mallip)	
TOEDER OF GENERALE TO WELL OF THE CONTROL OF THE CO	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.



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KUMARAVELU

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M. 10/22, lewarya Colony, Indira Nagar,
Adyar, Chennal-600 020.

Annexure-V

UNDERTAKING

We. M/s. Vindhya Telelinks Limited, EPC Division, Plot No. 56, Ishaq Colony, Opposite Syndicate Bank, Picket Branch, Wellington Road, Near AOC Centre, Marredpally, Secunderabad – 500015, Telangana, Laying of Optical Fiber cables on NH – 45A along the road from Km.192/345 to Km. 194/000 (LHS), designed ch. 177/900 to 179/555 for a total length of 1.655 Kms of (Velakanni – Karaikal Section) in the state of Tamil Nadu, National Highways, Puducherry. We here by undertake the Standard Conditions of NHAI Guidelines:

- 1. Not to Damage to Other Utility, if damaged then to pay the losses either to NHAI or to the concerned agency: Regarding the location of other cables, underground installation/utilities etc, M/s. Vindhya Telelinks Limited shall be responsible to ascertain from the respective agency in coordination with NHAI. M/s. Vindhya Telelinks Limited shall ensure the safety and security of already existing cables/underground installation/utilities facilities etc. before commencement of the excavation.
- 2. Renewal of Bank Guarantee: M/s. Vindhya Telelinks Limited shall furnish a Bank Guarantee @ Rs100/- per running meter to the NHAI, for a period of one year initially (extendable if required till satisfactory completion of work) as a security for ensuring/making good the excavated trench for laying the cables/ducts by proper filling and compaction, clearing debris/loose earth produced due to execution of trenching at



least 50m away from the edge of the right of way. No payment shall be payable by the NHAI to M/s. Vindhya Telelinks Limited for clearing debris/loose earth. In case the work contemplated herewith is not completed to the satisfaction of the NHAI, which has granted the permission, within a period of 11 months from the date of issue of the bank guarantee, M/s. Vindhya Telelinks Limited shall either furnish a fresh guarantee or extend the guarantee for a further period of one year. In case of M/s. Vindhya Telelinks Limited failing to discharge the obligation of making good the excavated trench, the NHAI shall have a right to make good the damages caused by excavation, at the cost of M/s. Vindhya Telelinks Limited and recover the amount by invoking the bank guarantee furnished by M/s. Vindhya Telelinks Limited.

3. Confirming all standard conditions of NHAI:

- (i) The period of validity of Way permission shall be co-terminus with the validity of licensee given by the Ministry of Communications / DoT.
- (ii) The cable shall be laid at the edge of the right of way within 2mutility corridors.
- (iii) The top of the casing conduit pipe containing the cables shall be at least 1.65m below the surface of the road subject to being at least 0.3m below the drain inverts.
- (iv) The licensee has to cross the NH by horizontal drilling method (trenchless technology only). In case any damage is caused to the road pavement in this process, M/s. Vindhya Telelinks Limited will be required to restore the same to the original condition at his own cost.
- (v) Existing CD works shall not be allowed for laying the OFC and shall be crossed by HDD method only.
- (vi) No trenching will be done on link road, boring method will be used in link road and cable will be laid at the extreme edge of the road in the non-BT surface only.
- (vii) The licensee shall inform/give a notice to the NHAI, Govt. of India or its authorized agency at least 15 days in advance with route details prior to digging trenches for fresh or maintenance/repair work. A separate work plan and a separate performance Bank Guarantee @ Rs100/- per meter length for maintenance/ repair work shall have to be furnished by M/s. Vindhya Telelinks Limited.
- (viii) Each day, the extent of digging the trenches should be strictly regulated so that cables are laid and trenches filled up before the close of the work that day. Filling should be completed to the satisfaction of the concerned agency designated by the NHAI.
- (ix) The Licensee shall indemnify the concerned agency in co-ordination with NHAI, against all damages and claims, if any, due to the digging of trenches for laying cables/ducts.



- (x) The NHAI has a right to terminate the permission or to extend the period of agreement. In case the M/s. Vindhya Telelinks Limited wants shifting, repairs or alteration to telecom cables/ducts, he will have to furnish a separate bank guarantee.
- (xi) The Licensee shall not without prior permission in writing from the NHAI Govt. of India or its authorized agency undertake any work of shifting, repairs or alterations to the said telecom cables/ducts.
- (xii) The permission granted shall not in any way be deemed to convey to M/s. Vindhya Telelinks Limited any ownership right or any interest in route/road/highway/ land/ property, other than what is herein expressly granted.
- (xiii) During the subsistence of this agreement, the laying telecom cables/ducts located in highway land/property shall be deemed to have been constructed and continued only by the consent and permission of the NHAI so that the right of M/s. Vindhya Telelinks Limited to the use thereof shall not become absolute and indefeasible by laps of time.
- (xiv) M/s. Vindhya Telelinks Limited shall bear the stamp duty charged for the agreement.
- (xv) The telecom cables shall not be brought in to use by M/s. Vindhya Telelinks Limited unless a completion certificate to the effect that the laying telecom cables/ducts has been laid in accordance with the approved specifications and drawings and the trenches have been filled up to the satisfactions of the concerned agency in co-ordination with the owner has been obtained.
- (xvi) Notwithstanding anything NHAI contained herein this agreement may be cancelled at any time by the for breach of any condition of the same and the M/s. Vindhya Telelinks Limited shall neither be entitled to any compensation for any loss caused to it by such cancellation nor shall it be absolved from any liability already incurred.
- (xvii) The licensee shall have to provide barricading, danger lighting and other necessary caution boards while executing the work and during maintenance. If NHAI is required to do some emergent work M/s. Vindhya Telelinks Limited will provide an observer within 24 hours. NHAI will not be responsible for any damage of any kind by what so ever means natural or otherwise.
- (xviii) The enforceability of the Right-of Way permission granted here in shall be restricted to the extent of provisions/scope of service contained/defined in the license agreement of the License with Department of Telecommunications and for the purpose for which it is granted. Either by content or by intent, the purpose extending this Right-of Way facility is not to enhance the scope of M/s. Vindhya Telelinks Limited of the department of Telecommunications.
- 4. Shifting of OFC as and when required by NHAI: M/s. Vindhya Telelinks Limited shall shift the cables/ducts within 90 days (or as specified by the respective agency/owner) from the date of issue of the notice by the NHAI, Govt. of India to shift/relocate the cables/ducts, in case it is so required for the purpose of improvement/widening of the

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road/route/highway or construction of flyover/bridges and restore the road/land to its original condition at his own cost and risk

- 5. Shifting due to 6 lining / widening of NH: After the termination/expiry of the agreement, M/s. Vindhya Telelinks Limited shall remove the cables/ducts within 90 days and the site shall be brought back to the original condition failing which the M/s. Vindhya Telelinks Limited will lose the right to remove the cables/ducts. However, before taking up the work of removal of cables the M/s. Vindhya Telelinks Limited shall furnish a bank guarantee to the owner for a period of one year for an amount assessed by the owner for making good the excavated trench by proper filling and compaction, clearing debris, loose earth produced due to excavation of trenching at least 50m away from the edge of the right of way.
- Traffic movement during lying of OFC to be managed by the applicant: If any traffic
 diversion works are found necessary during the working period such diversion shall be
 provided at the cost of M/s. Vindhya Telelinks Limited.
- 7. If any claim is raised by the concessionaire then the same has to be paid by the applicant: M/s. Vindhya Telelinks Limited shall be solely responsible/ liable for full compensation/indemnification of concerned agency/aggrieved owner for any direct, indirect or consequential damage caused to them/claims or replacement sought for, at the cost and risk of M/s. Vindhya Telelinks Limited. The concerned agency in coordination with NHAI shall also have a right to make good such damages/recover the claims by way of invoking of Bank Guarantee furnished by M/s. Vindhya Telelinks Limited. If M/s. Vindhya Telelinks Limited fails to comply with the condition 5 and 6 above to the satisfaction of the NHAI, the same shall be got executed by the NHAI at the risk and cost of the M/s. Vindhya Telelinks Limited.
- 8. We, M/s. Vindhya Telelinks Limited, EPC Division, Plot No. 56, Ishaq Colony, Opposite Syndicate Bank, Picket Branch, Wellington Road, Near AOC Centre, Marredpally, Secunderabad - 500015, Telangana, hereby do undertake to furnish a Performance Bank Guarantee @100/- per meter for a period of one year initially (extendable if required till satisfactory completion of work) as a security against improper restoration of ground in terms of filling/unsatisfactory compaction/damages caused to other underground installation utility services & interference interruption, disruption of failure caused thereof to any services etc. In case, M/s. Vindhya Telelinks Limited. Failing to discharge the obligation of making good the damages caused due to excavated trench, the NHAI shall have a right to make good the damages caused due to excavation at the cost of the M/s. Vindhya Telelinks Limited. And recover the amount by invoking the Bank Guarantee. In case the work contemplated is not completed to the Satisfaction of NHAI, which has granted the permission, within a period of 11 months from the date of issue of the Bank Guarantee, M/s. Vindhya Telelinks Limited, Shall either furnish a fresh guarantee or extend the guarantee for a further period of one year.
- Not to damage to other utility, if damaged, then to pay the losses either to NHAI or to the concerned agency.
- 10. In case the work contemplated is not completed to the satisfaction of NHAI, which has granted the permission within a period of 11months from the date of issue of the Bank Guarantees, M/s. Vindhya Telelinks Limited shall either furnish a fresh guarantee or extend the guarantee for a further period of one year.

- 11. We will relocate Cable lines/Utilities at our own cost, notwithstanding the permission granted within such time as will be stipulated by NHAI "for future six-lining or any other development."
- 12. We M/s. Vindhya Telelinks Limited, EPC Division, Plot No. 56, Ishaq Colony, Opposite Syndicate Bank, Picket Branch, Wellington Road, Near AOC Centre, Marredpally, Secunderabad 500015, Telangana, hereby undertake that "The existing avenue plantation is not affect due to the present proposed OFC line NH 45A along the road from Km.192/345 to Km. 194/000 (LHS), designed ch. 177/900 to 179/555 for a total length of 1.655 Kms of (Velakanni Karaikal Section) in the state of Tamil Nadu, National Highways, Puducherry.
- 13. We M/s. Vindhya Telelinks Limited, EPC Division, Plot No. 56, Ishaq Colony, Opposite Syndicate Bank, Picket Branch, Wellington Road, Near AOC Centre, Marredpally, Secunderabad 500015, Telangana, hereby undertake to adopt open trench method where the available width of ROW 15.00 m or more and trench less technology (HDD) where the available width of ROW is less than 15.00m.
- 14. We M/s. Vindhya Telelinks Limited, EPC Division, Plot No. 56, Ishaq Colony, Opposite Syndicate Bank, Picket Branch, Wellington Road, Near AOC Centre, Marredpally, Secunderabad 500015, Telangana, hereby undertake that the pay the fee /rent as mentioned in the Ministry's Guidelines Lr. No. RW/NH- 33044/29/2015–S&R (R) dated 22.11.2016 as and when asked by NHAI.
- 15. We M/s. Vindhya Telelinks Limited, EPC Division, Plot No. 56, Ishaq Colony, Opposite Syndicate Bank, Picket Branch, Wellington Road, Near AOC Centre, Marredpally, Secunderabad 500015, Telangana, hereby undertake that the HDD method will be adopted for crossings of all cross roads at grade separators, at grade junctions and wherever required and in the build up areas as per the instructions of NHAI officials.
- 16. Lr. No. RW/NH-33044/29/2015-S&R (R) dated 22.11.2016 as and when asked by NHAI. Reference Circular issued by Ministry of Road Transport & Highways, GOI, Circular No. RW/NH-33044/29/2015-S&R (R) dated 22.11.2016. Where in, the last paragraph that "The Highway Administration Rules 2004 will be modified accordingly. This circular will come in to effect from the date of notification of the modified Highway Administration Rule" So we hereby give our consent to abide by the content of this circular from the date of its notification by MORTH, GOI and agree to pay the ground rent any other charges applicable for the section as applied by us.

For M/s. Vindhya Telelinks Limited

(Authorized Sig



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thya relelinks Ltd.

07 JUN 2021

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L. 26/CH (S) 2010 Dt. 02.03.2011
M. 10/22, lewarya Colony, Indira Nagar,
Adyar, Chennal-600 020.

Annexure-VI

INDEMNITY BOND

Name of Work: Laying of Optical Fiber Cable on NH – 45A along the road from Km.192/345 to Km. 194/000 (LHS), designed ch. 177/900 to 179/555 for a total length of 1.655 Kms of (Velakanni – Karaikal Section) in the state of Tamil Nadu, National Highways, Puducherry.

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

We, M/s. Vindhya Telelinks Limited, EPC Division, Plot No. 56, Ishaq Colony, Opposite Syndicate Bank, Picket Branch, Wellington Road, Near AOC Centre, Marredpally, Secunderabad – 500015, Telangana, do hereby indemnify Project Director, National Highways Authority of India, Project Implementation Unit, binding ourselves to pay all the losses and claims in respect of laying of optical fiber cable on NH – 45A along the road from Km.192/345 to Km. 194/000 (LHS), designed ch. 177/900 to 179/555 for a total length of 1.655 Kms of (Velakanni – Karaikal Section) in the state of Tamil Nadu, National Highways, Puducherry or maintenance thereof and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof in relation there to. Failing such payments of claims in the above work we abide in accepting for recovery of such claims affected from any of our assets.

For M/s. Vindhya Telelinks Limited,

Authorized Signa

Methodology adopted for laying of OFC by Open Trench Method

General:

After through study of the entire stretch of proposed OFC laying, we have proposed to laying of OFC (Optical Fiber Cable) on NH - 45A along the road from Km.192/345 to Km. 194/000 (LHS), designed ch. 177/900 to 179/555 for a total length of 1.655 Kms of (Velakanni – Karaikal Section) in the state of Tamil Nadu, National Highways, Puducherry.

- An Indicative diagram is enclosed in the annexure for ready reference.
- We have proposed to lay our OFC at the extreme Edge of ROB according to the availability of space and in case where there is possibility of our cable is laid at 1.65 m depth with HDPE Pipe Protection.
- All Road crossings will be done by Auguring and HDD method (Trench less technology) without disturbing the Top Road surface.
- Restoration of trenches: After laying of ducts we will backfill the trench with excavated soil in layers and the trenches will be compacted with roller.

Protection Methodology in case of Culverts

Trench shall be excavated due at the extreme boundary of ROW across waterway to culverts to the depth of 1.65 m below the invert level of the culvert /cannel and DWC pipe will be laid with (RCC full round pipe) concrete encasement for further protection.

Protection methodology in case of culverts / Cannels

In case of noncompliance, we propose to lay OFC cable by HDD in shorter lengths. However, the same shall be discussed with the Project Director, NHAI, Puducherry, officials on case to case basis and cable routing shall be decided as per their advice.

Methodology adopted for laying of OFC by HDD Method

General:

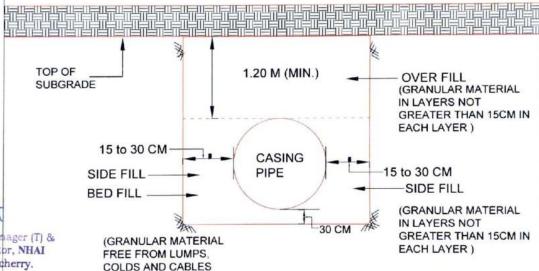
After through study of the entire stretch of proposed OFC laying, we have proposed to laying of OFC (Optical Fiber Cable) on NH – 45A along the road from Km.192/345 to Km. 194/000 (LHS), designed ch. 177/900 to 179/555 for a total length of 1.655 Kms of (Velakanni – Karaikal Section) in the state of Tamil Nadu, National Highways, Puducherry.

An Indicative diagram is enclosed in the annexure for ready reference.

- In Trench less Technology method of HDD we will excavate Two Pits of site 1.2 mx 0.6mx 1.65 m at the extreme edges of Row boundary R&B Road, horizontally directional drilling method the hole will be drilled of 75mm dia through Machine and then the PLB Pipe HDPE ducts will be Pulled.
- The Excavated Pits will be backfilled with Excavated material in layers and Compacted.



TOP OF THE ROAD



Dy.General Manager (T) & Project Director, NHAI PIU - Puducherry.

FIGURE-1 INSTALLATION OF CASING PIPE FOR CROSSING THE ROAD

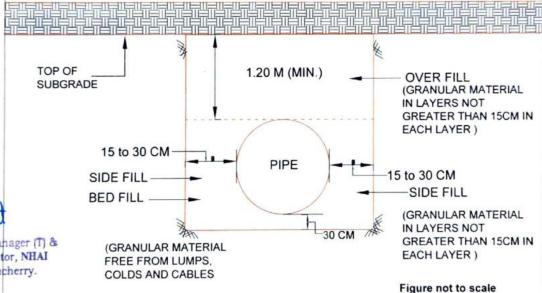




Vindhya Telelinks Limited.

Figure not to scale

TOP OF THE ROAD

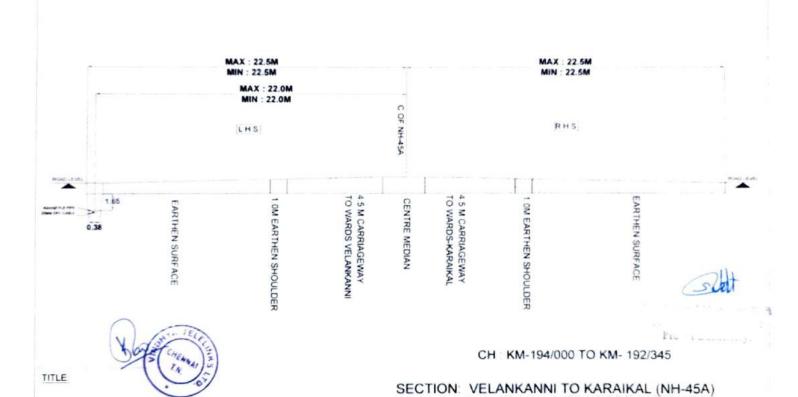


Dy.General Manager (T) & Project Director, NHAI PIU - Puducherry.

FIGURE-2 INSTALLATION OF PIPE FOR ALONG THE ROAD



Vindhya Telelinks Limited.



CROSSECTION DETAILS FOR NH-45A

APPLICANT

Vindhya Telelinks Limited.











INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

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VINDHYA TELELINKS LTD

: Article 48(c) Power of attorney - GPA

: Not Applicable

0

Zero)

: VINDHYA TELELINKS LTD

Not Applicable

VINDHYA TELELINKS LTD

100

(One Hundred only)



Please write or type below this line POWER OF ATTORNEY

BE IT KNOWN TO ALL BY THIS INSTRUMENT that I, Y.S. Lodha, Son of Late Shri Manohar Singh Lodha, Managing Director and duly constituted Attorney of M/s Vindhya Telelinks Limited, Udyog Vihar, P.O. Chorhata, Rewa (M.P.) 486006, India do hereby delegate my power under my Power of Attorney to Mr. K.V. Krishna Rao, Son of Late Shri Satyanarayana Rao Khaja, Resident of Plot No. 29, Flat No. G1, Windson Residency, Road No. 6, S.V. Nagar, Nagaram, Hyderabad - 500083, India, also an employee of our Company at EPC Division, New Delhi, to do, perform and execute the acts and things hereunder mentioned:

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e 1 of 2

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- (1) To sign all documents related to Right of Way permission for Laying of Optical Fibre Cable Network in the state of Andhra Pradesh, Telangana and Tamilnadu.
- (2) To negotiate on behalf of the Company for the above matters.
- 3) To sign and accept all documents related to above matters.

AND I hereby agree that all the deeds and things lawfully done by my said attorney shall be construed as acts, deeds and things done by the company and undertake to ratify and confirm all whatsoever the said Attorney shall lawfully do or cause to be done by virtue of the power hereby given

IN WITNESS WHEREOF I have signed the deed on this 14th day of March 2018 at New Delhi.

EXCUTANT

(Y. S. LODHA)

Signature of Mr. V. Krishna Rao

WITNESS:

I.N.

10-46/2010- CS-III
Government of India
Ministry of Communications & IT
Department of Telecommunications
Sanchar Bhavan, 20 - Ashoka Road
New Delhi - 110001

ANTALIAN POOPEN AND ANTALIAN POOPEN AN

Dated: 11.10.2010

10

M/s VINDHYA TELELINKS LIMITED
PLOT NO. 1C & D, UDYOG VIHAR, P.O. CHORHATA,
REWA – 485006

Subject: Registration Certificate for Infrastructure Provider Category-I (IP-I)

Please find enclosed herewith the Registration Certificate No.342 /2010 dated 11.10.2010 issued to M/s Vindhya Telelinks Limited.

The following points should be noted for strict compliance by IP-I Provider:

- (i) The scope of IP-I provider is limited to establish and maintain assets such as Dark Fibres, Right of Way, Duct Space and Tower for the purpose to grant on lease/rent/sale basis only to the licensed Telecom Service Providers licensed under Section – 4 of Indian Telegraph Act, 1885, on mutually agreed terms and conditions.
- (ii) The IP-I provider has to submit to DoT a copy of agreement entered into with the licensed Telecom Service Providers within 15 days of signing such agreement.
- (iii) Any breach of the terms and conditions given in the enclosed Registration Certificate will lead to cancellation of the registration without any further notice.

(S.T.Abbas)
Director (CS-III)

(হল, सी. जन्मान/S T ABBAS)

हि.स.म. (सी. होतामा)

Orector (CS-III)

हुरशाहर विभाग, शास्त सरकार

Peort, of Telepoon, Covt. of India



10-46/2010-CS-III

Government of India Ministry of Communications & IT Department of Telecommunications Sauchar Bhavan, 20, Ashoka Road New Delhi-110001

Registration Certificate No.: 342/2010

Date: 11.10.2010

Registration Certificate For Infrastructure Provider Category-1 (IP-I)

This is to certify that M/s VINDHYA TELELINKS LIMITED with registered office at PLOT NO. 1C & D, UDYOG VIHAR, P.O. CHORHATA, REWA – 485006 is registered as Infrastructure Provider Category I (IP-I) to establish and maintain the assets such as Dark Fibres, Right of Way, Duct Space and Tower for the purpose to grant on leuse/rent/sale basis to the licensees of Telecom Services licensed under Section 4 of Indian Telegraph Act, 1885 on mutually agreed terms and conditions.

- 2.0 In no case the company shall work and operate or provide telegraph service including end to end bandwidth as defined in Indian Telegraph Act, 1885 either to any service provider or any other customer.
- 3.0 The company shall submit a copy of an Agreement entered into with the other service providers including Infrastructure Provider Category II (IP-II) within 15 days of signing of such Agreement.
- 4.0 The company shall provide the said infrastructure in a non-discriminatory manner.
- In the event of any question, dispute or difference arising under this Registration, or in connection thereof, except as to the matter, the decision of which is specifically provided elsewhere under this Registration, the same shall be referred to the sole Arbitrator appointed and nominated by the Director General Telecommunications or by whatever designation Director General Telecom may be called, hereinafter called the "ARBITRAL TRIBUNAL".
- 5.1 This Registration Certificate and any dispute thereof shall be governed by the substantive provisions of Indian law.
- 5.2 The venue of Arbitration shall be New Delhi or as may be fixed by the ARBITRAL TRIBUNAL anywhere in India.
- 5.3 The arbitration proceedings shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 and rules framed thereunder or any modifications or re-enactment thereof made from time to time.



- The Registered company can provide the infrastructure as stated above to any licensee of telegraph services. I iconsed under section 4 of the Indian Telegraph Act 1885. The company shall, the case, grant in any manner the infrastructure to any crstwhile Licensee, whose license is either terminated or suspended or not in operation at given point of time. In the event of any infrastructure terminated before hand, then the Registered company shall be obliged to withdraw the grant of allowed before hand, then the Registered company shall be obliged to withdraw the grant of a lastracture and to disconnection sever connectivity immediately without loss of time and further, a structure within any reference from the Licensor in this regard, disconnection shall be made accession of the Director General Telecom shall be final.
- The Registered company shall provide necessary facilities depending upon the specific situation at the relevant time to the Government to counteract espionage, subversive act, sabotage or any other unlawful activity.
- The Registered company shall make available on demand to the agencies authorized by the Government of India, full access to the network for technical scrutiny and for inspection which can be visual inspection or any operational inspection.
- All foreign personnel likely to be deployed by the Registered company for installation, operation and maintenance of the Registered company network shall be security cleared by the Government of India prior to their deployment. The security clearance will be obtained from the Ministry of Home Affairs, Government of India, who will follow standard norms in the matter.
- The Registered company shall ensure protection of privacy of communication and ensure that unauthorized interception of messages does not take place.
- The Government shall have the right to take over the equipment and networks of the Registered company or revoke terminate/suspend the Registration of the company either in part or in whole as per directions if any, issued in the public interest by the Government in case of emergency or war or low intensity conflict or any other eventuality. Provided any specific orders or direction from the Government issued under such conditions shall be applicable to the Registered company and shall be strictly complied with. Further, the Government reserves the right to keep a years out of the operation zone of the service if implications of security so require.
- 7.5 Government reserves the right to modify these conditions or incorporate new conditions considered necessary in the interest of national security and public interest.
- 7.6 The Registered company will ensure that the Telecommunication installation carried out by it should not become a safety hazard and is or in contravention of any statue, rule or regulation and public policy.

8.0 Any breach of the above terms will lead to cancellation of the registration without any further notice.

(S.T.Abbas) DIRECTOR (CS-III)

To M/s VINDHYA TELELINKS LIMITED PLOT NO. 1C & D, UDYOG VIHAR, P.O. CHORHATA, REWA – 485006 (ব্যা. সী. অজ্ঞান/S, T ABRAS)
দিই কক (পী. ঘুখা-III)
Depote (25-III)
বৃহস্পত্তাৰ বিষয়া, দাশা লংকান
Dept of Talecom, Govi of India
দৃষ্ট বিক্তিপ্ৰতাৰ প্ৰভাগি

