

सेवा में,  
प्रभागीय निदेशक,  
सामाजिक वानिकी प्रभाग,  
बाराबंकी, उत्तर प्रदेश।

**विषय:** रिलायंस जियो इन्फोकॉम लिमिटेड लखनऊ, द्वारा जनपद बाराबंकी के अन्तर्गत राष्ट्रीय राजमार्ग संख्या-731(पूर्व सं0-56) (लखनऊ-सुलतानपुर मार्ग) के कि.मी. 35.00 से कि.मी. 64.00 के मध्य बायीं पटरी एवं मुख्य जिला मार्ग (बाराबंकी- जैदपुर- सिद्धौर- देवीगंज- भितरिया मार्ग) के कि.मी. 33.788 से कि.मी. 43.788 तक बायीं पटरी, कुल 39.00 कि.मी. पर ऑप्टिकल फाइबर केबिल बिछाए जाने हेतु प्रभावित 0.4110 हे0 संरक्षित वन भूमि के बिना वृक्ष पातन के गैर वानिकी प्रयोग की अनुमति के सम्बन्ध में। ऑनलाइन प्रस्ताव संख्या: FP/UP/Others/143114/2021, dated 31.08.2021।

**सन्दर्भ:** आपके कार्यालय का पत्रांक सं0- 4149/14-4-4, बाराबंकी, दिनांक, 23.04.2022 एवं मुख्य वन संरक्षक/नोडल अधिकारी, उ0प्र0, लखनऊ के कार्यालय का पत्रांक सं0- 2942/11-सी-FP/UP/Approach/143114/2021, लखनऊ, दिनांक, 13.04.2022 तथा वन संरक्षक सरयू वृत्त उ0प्र0 अयोध्या के कार्यालय का पत्रांक सं0- 2961/14-10, दिनांक 18.04.2022।

**महोदय,**  
उपरोक्त सन्दर्भित पत्रों के क्रम में अवगत कराना है कि प्रस्ताव में लगायी गयी अपत्ति का निराकरण निम्नवत् है।

क्रम सं0	प्रस्ताव में लगायी गयी आपत्तियाँ	आपत्तियों का निराकरण
1	प्रस्ताव में एन0पी0वी0 से संबंधित प्रमाण पत्र संलग्न है, किन्तु प्रमाण पत्र में संशोधित एन0पी0वी0 की दर के संबंध में भारत सरकार, नई दिल्ली के पत्र दिनांक 06.01.2022 का उल्लेख नहीं किया गया है। अतः तदनुसार संशोधित प्रमाण पत्र संलग्न कर ऑनलाइन अपलोड करें।	एन0पी0वी0 वचनबद्धता से संबंधित संशोधित प्रमाण पत्र ऑनलाइन पार्ट-1 में अपलोड कर दिया गया है तथा इस पत्र के साथ भी संलग्न है।
2	भू-स्वामित्व वाले विभाग (एन0एच0ए0आई0) का अनापत्ति प्रमाण पत्र संलग्न नहीं है।	भू-स्वामित्व वाले विभाग (एन0एच0ए0आई0) का अनापत्ति प्रमाण पत्र ऑनलाइन पार्ट-1 में अपलोड कर दिया गया है तथा इस पत्र के साथ भी संलग्न है।
3	प्रस्ताव में इस कार्यालय के पत्रांक-343/11-सी, दिनांक 14.08.2020 के क्रम में संलग्न किया गया प्रमाण पत्र वन संरक्षक द्वारा प्रतिहस्ताक्षरित नहीं है।	विभागीय स्तर से निस्तारण संबंधित।
4	उपरोक्त इंगित कमियों का निराकरण कर संशोधित पी0डी0एफ0 फाइल पेनड्राइव में अपलोड कर प्रस्ताव में संलग्न करें।	संशोधित पी0डी0एफ0 फाइल विभागीय स्तर से निस्तारण के बाद पेनड्राइव में अपलोड कर दी जायेगी।

अतः आप से निवेदन है कि प्रस्ताव के क्रम में अग्रेतर कार्यवाही करने की कृपा करें।

संलग्न:- उपरोक्तानुसार।

भवदीय,  
कृते रिलायंस जियो इन्फोकॉम लिमिटेड  
पंकज खरे (प्रबन्धक)  
रिलायंस जियो इन्फोकॉम लिमिटेड  
लखनऊ  
अधिकृत हस्ताक्षरकर्ता

## शुद्ध वर्तमान मूल्य (नेट प्रजेन्ट वैल्यू) हेतु वचनबद्धता प्रमाण पत्र

भारत सरकार द्वारा निर्गत शासन आदेश संख्या F.No.5-3/2007-FC, दिनांक 05.02.2009 एवं F.No.5-3/2011-FC(Vol-1), दिनांक 06.01.2022 द्वारा भुमिगत आष्टिकल फाइबर लाइन बिछाने के लिए शुद्ध वर्तमान मूल्य (नेट प्रजेन्ट वैल्यू) से पूर्ण रूप से छूट दी गयी है, जो कि माननीय उच्चतम न्यायालय द्वारा आदेश दिनांक 28.03.2008 एवं 09.05.2008 के अनुसार प्रभावी रहेगी, इसके अतिरिक्त राज्य सरकार या भारत सरकार या माननीय न्यायालयों द्वारा जारी निर्देशों का भी अनुपालन पूर्ण रूपेण किया जायेगा।

सधन्यवाद।

कृते रिलायन्स जियो इन्फोकॉम लिमिटेड  
पंकज खरे (प्रबन्धक)  
रिलायन्स जियो इन्फोकॉम लिमिटेड  
लखनऊ अधिकृत हस्ताक्षरकर्ता

श्री 2 श्री सुप्रीम  
F. No. 5-3/2007-FC  
Government of India  
Ministry of Environment and Forests  
(FC Division)

पृ 390  
पार्यावरण भवन,  
CGO Complex, Lodhi Road,  
New Delhi - 110 510.

Dated : 05.02.2009.

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To  
The Principal Secretary / Secretary (Forests),  
All State / UT Governments.

Sub: Guidelines for diversion of forest land for non-forestry purposes under Forest  
(Conservation) Act, 1980 - Guidelines for collection of Net Present Value (NPV).

Sir,

The Ministry of Environment and Forests, Government of India has been receiving representations from different States seeking detailed clarification and guidelines on the above mentioned subject in the light of the Supreme Court Judgment dated 28.03.2008 revising the general rates of NPV and various other orders defining differential rates for various categories of projects.

After careful examination of the issue, I am directed to inform that the Hon'ble Supreme Court of India vide its judgement dated 28.03.2008, has re-fixed the rates of Net Present Value (NPV) on the basis of scientific data taking in view the ecological role and value of the forests. The 16 major forest types have been re-grouped into 6 ecological classes depending upon their ecological functions.

Eco-Class I Consisting of Tropical Wet Evergreen Forests, Tropical Semi Evergreen Forests and Tropical Moist Deciduous Forests

Eco- Class II Consisting of Littoral and Swamp Forests

Eco-Class III Consisting of Tropical Dry Deciduous Forests

Eco-Class IV Consisting of Tropical Thorn Forests and Tropical Dry Evergreen Forests

श्री 2 श्री सुप्रीम  
Eco-Class V Consisting of Sub-tropical Broad Leaved Hill Forests, Sub-Tropical Pine Forests and Sub Tropical Dry Evergreen Forests

Eco-Class VI Consisting of Montane Wet Temperate Forests, Himalayan Moist Temperate Forests, Himalayan Dry Temperate Forests, Sub Alpine Forest, Moist Alpine Scrub and Dry Alpine Scrub

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Based on the ecological importance of forest falling in different eco-value and canopy density classes, relative weight age factors have also been taken into consideration. By using these relative weight age factors, the equalized forest area in eco-value Class-I and very dense forest corresponding to forest falling in different eco-value and density classes have been compiled. The net present value per hectare of forest has been fixed based on this data. For calculating the average net present value per hectare of forest in India, the following monetary value of goods and services provided by the forest have been considered:-

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रिलायन्स जियो इन्फोकॉम लिमिटेड  
लखनऊ



- (ii) Value of Non Timber Forest Products (NTFP)
- (iii) Value of fodder
- (iv) Value of Eco-tourism
- (v) Value of bio-prospecting
- (vi) Value of Ecological services of forest
- (vii) Value of Flagship Species
- (viii) Carbon Sequestration Value

Based on the above, the NPV was fixed and the following recommendations have been made by the Hon'ble Supreme Court of India:-

- (i) For non-forestry use / diversion of forest land, the NPV may be directed to be deposited in the Compensatory Afforestation Fund as per the rates given below:-

Eco-Value	Class and NPV rates in Rs.					
	Class I	Class II	Class III	Class IV	Class V	Class VI
Very Dense Forest	10,43,000	10,43,000	8,87,000	6,26,000	9,39,000	9,91,000
Dense Forest	9,39,000	9,39,000	8,03,000	5,63,000	8,45,000	8,97,000
Open Forest	7,30,000	7,30,000	6,26,000	4,38,000	6,57,000	6,99,000

N.B. The NPV rate fixed would hold good for a period of three years and is subject to variation after three years as per the Supreme Court's judgement dated 28.03.2008.

- (ii) The use of forest land falling in National Parks / Wildlife Sanctuaries will be permissible only in totally unavoidable circumstances for public interest projects and after obtaining permission from the Hon'ble Court. Such permissions may be considered on payment of an amount equal to ten times in the case of National Parks and five times in the case of Sanctuaries respectively of the NPV payable for such areas. The use of non-forest land falling within the National Parks and Wildlife Sanctuaries may be permitted on payment of an amount equal to the NPV payable for the adjoining forest area. In respect of non-forest land falling within marine National Parks / Wildlife Sanctuaries, the amount may be fixed at five times the NPV payable for the adjoining forest area.

The Hon'ble Supreme Court of India vide its order dated 24.04.2008 and 09.05.2008, has also exempted certain category of projects as per the details given below:

Sl. no.	List of Activities/Projects	Exemption Levels for NPV (as percentage of full chargeable NPV)	Remarks
1	(i) Schools (ii) Hospitals (iii) Children's play ground of non-commercial nature (iv) Community centers in rural areas	Full exemption up to 1.00 ha of forest land provided: (a) no felling of trees is involved; (b) alternate forest land is not available; (c) the project is of non-commercial	As per Hon'ble Supreme Court Order dated 09.05.2008 regarding correction of the judgment dated 28.03.2008.

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लखनऊ

Over-head tanks (vi) Village tanks (vii) Laying of underground drinking water pipeline up to 4" diameter and (viii) Electricity distribution line upto 22 KV in rural areas.	nature and is part of the Plan/Non-Plan Scheme of Government; and (d) the area is outside National Park/Sanctuary.	
2. Relocation of Villages from the National Parks / Sanctuaries to alternate forest land	Full exemption	-do-
3. Collection of boulders / silts from the river belts in the forest area	Full exemption provided:- (a) area is outside National Park/Sanctuary; (b) no mining lease is approved/signed in respect of this area; (c) the works including the sale of boulders/silt are carried out departmentally or through Government undertaking or through the Economic Development Committee or Joint Forest Management Committee; (d) the activity is necessary for conservation and protection of forests; and (e) the sale proceeds are used for protection/ conservation of forests	-do-
4. Laying of underground optical fibre cable	Full exemption provided: (a) no felling of trees is involved; and (b) areas falls outside National Park/Sanctuary	-do-
5. Pre-1980 regularisation of encroachments and conversion of forest villages into revenue villages	Full Exemption provided these are strictly in accordance with MOEF's Guidelines dated 18.09.1990.	-do-

प्रभागीय वनाधिकार  
वन प्रभाग, राजावा



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रिलायन्स जियो इन्फोकॉम लिमिटेड  
लखनऊ



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	Field Firing Range	50% of the NPV of the entire area.	-do-
		Full Exemption provided: (a) no felling of trees are involved; and (b) no likelihood of destruction of forest is involved.	As per Hon'ble Supreme Court Order dated 24.04.2008.
8.	Wind Energy Projects	50% of the minimum rate of the NPV irrespective of the eco-class in which the project lies provided minimum tree felling is involved.	-do- and CEC clarification dated 22.12.2008.

In case of any other category seeking exemption from payment of NPV, the State Government / User agency may approach Hon'ble Supreme Court of India as per its order dated 24.04.2008 & 09.05.2008.

This issues with the approval of competent authority.

Copy to:-

1. The Principal Chief Conservator of Forests, All States / UTs.
2. The Nodal Officer (FCA), O/o the PCCFs, All States / UTs.
3. All Regional Offices of MoEF located at Bhopal, Shillong, Bangalore, Bhubaneswar, Lucknow and Chandigarh.
4. The RO (HQ), MoEF, New Delhi.
5. Monitoring Cell, FC Division, MoEF, New Delhi.
6. Guard File.

(C.D. Singh)  
Sr. Assistant Inspector General of Forests

(C.D. Singh)  
Sr. Assistant Inspector General of Forests

प्रकृति (प्रबन्धक)  
रिलायन्स जियो इन्फोकॉम लिमिटेड  
लेखनरु

Government of India  
Ministry of Environment, Forest and Climate Change  
(Forest Conservation Division)

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Indira  
Paryavaran Bhavan, Aliganj, Jorbagh Road  
New Delhi-110 003  
Date: 6<sup>th</sup> January, 2022

To

The Additional Chief Secretary (Forest)/Principal Secretary (Forest),  
All States Governments/ Union Territory Administration

**Sub: Revision of rates of Net Present Value – reg**

Sir,

I am directed to invite your attention to Hon'ble Supreme Court's order dated 28.03.2008 in Writ Petition (Civil) No. 202 of 1996 in the matter of T. N. Godavarman Thirumalpad vs. Union of India and Ministry' guidelines dated 05.02.2009 wherein rates to Net Present Value (NPV) to be realized in lieu of diversion of forest land have been fixed based on the outcome scientific assessment of ecosystem goods and services. Hon'ble Supreme Court in the said order has also directed the MoEF&CC for upward revision of the NPV rates.

**2.** In compliance of order dated 28.03.2008 of Hon'ble Court and with the approval of the competent authority, the following revised NPV rates have been prescribed for levying NPV in lieu of diversion of forest land:

**Table: Revised NPV rates based on fitment factor of 1.53**

(in Rs.)

Eco-Class	Very Dense	Dense	Open
Class-1	1595790	1436670	1116900
Class-II	1595790	1436670	1116900
Class-III	1357110	1228590	957780
Class- IV	957780	861390	670140
Class-V	1436670	1292850	1005210
Class-VI	1516230	1372410	1069470

Eco-Class-I:	Tropical Wet Evergreen Forests, Tropical Semi-evergreen Forests and Tropical Moist Deciduous Forests
Eco-Class-II:	Littoral and Swamp Forests
Eco-Class-III:	Tropical Dry Deciduous Forests
Eco-Class-IV:	Tropical Torn Forests and Tropical Dry Evergreen Forests
Eco-Class-V:	Sub-tropical Broad-Leaved Hill Forests, Sub-Tropical Pine Forests and Sub-Tropical Dry Evergreen Forests
Eco-Class-VI:	Montane Wet Temperature Forests, Himalayan Moist Temperature Forests, Himalayan Dry Temperature Forests, Sub Alpine Forest, Moist Alpine Scrub and Dry Alpine Scrub

**3.** NPV shall be charged to the extent of ten times of the normal NPV payable in the case of National Parks and five times in the case of Sanctuaries. The use of non-forest land falling within the National Parks and Wildlife Sanctuaries may be permitted on payment of an amount equal to the NPV payable for the adjoining forest area. In respect of non-forest land falling within marine National Parks / Wildlife Sanctuaries, the amount shall be five times the NPV payable for the adjoining forest area;

**4.** The proposals under the following categories are exempted from NPV to the extent as mentioned in the list below:

Category	Conditions
i. Schools	Full exemption upto 1 ha. of forest land, provided: a. no felling of trees is involved; b. alternate forest land is not available; c. the project is of non-commercial nature and is part of the Plan/Non-Plan Scheme of Government; and d. the area is outside National Park/ Sanctuary
ii. Hospitals	
iii.Children's playground of non-commercial nature.	
iv.Community centres in rural areas.	
v. Over-head tanks	
vi. Village tanks	
vii.Laying of underground drinking water, irrigation and PNG pipeline upto 4 inch diameter	
viii.Electricity distribution line upto 22 KV in rural areas.	



ix. Relocation of villages form the National Parks/ Sanctuary to alternate forest land	Full exemption	
x. Collection of boulders/silts from the river belts in the forest area.	Full exemption, provided:- (a) area is outside National Park/ Sanctuary; (b) no mining lease is approved/signed in respect of this area; (c) the works including the sale of boulders/silt are carried out departmentally or through Government undertaking or through the Economic Development Committee or Joint Forest Management Committee; (d) the activity is necessary for conservation and protection of forests; and (e) the sale proceeds are used for protection/conservation of forests.	
xi. Laying of underground optical fiber cable	Full exemption, provided: (a) no felling of trees is involved; and (b) area falls outside National Park / Sanctuary.	
xii. Pre-1980 regularization of encroachments and conversion of forest villages into revenue villages	Full exemption provided these are strictly in accordance with MoEF&CC's Guidelines dated 18.9.1990.	
xiii. Underground mining	<b>Surface strain predicted by 3-D subsidence prediction model</b>	<b>NPV to be paid</b>
	i. Up to 5mm/m	NIL
	ii. 5mm to 10 mm/m	10% of normal rates
	iii. 10mm/m to 15 mm/m	25% of normal rates
	iv. 15 mm/m to 20 mm/m	50% of normal rates
	v. more than 20 mm/m	At Normal rates

xiv.Wind Power Projects	50% at the minimum NPV rate, provided, minimal tree felling is involved, irrespective of the eco-class in which the project lies.
xv.Hydroelectric Projects up to 25 MW capacity	50% of the applicable rates of the forest land actually diverted for setting up of such projects, provided, the project involves felling of not more than 5 trees per hectare.
xvi.Field Firing Range (FFR) of Defence Ministry not involving felling of trees and no likelihood of destruction of forests	At the rate of 20 % of the normal rates of NPV for the forest areas falling within the impact zone. The forest areas falling within safety zone of FFRs shall be fully exempted from the requirement of payment of NPV
xvii.The area of riverbed in a proposed water reservoir, that is to be under permanent submergence throughout the year	50 per cent of the normal rate applicable to the area.

Yours faithfully,

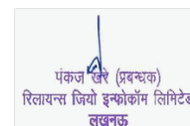
Sd/-

(Sandeep Sharma)

Asst. Inspector General of Forests

Copy to:

1. The Principal Chief Conservator of Forests, All State Governments/UTs
2. The Nodal Officer (FCA), Office of the PCCF, All State Governments/UTs
3. The Regional Officer, All Integrated Regional Offices of the MoEF&CC
4. Monitoring Cell, FC Division, MoEFCC, New Delhi
5. Guard File





# भारतीय राष्ट्रीय राजमार्ग प्राधिकरण National Highways Authority of India

(सड़क परिवहन एवं राजमार्ग मंत्रालय, भारत सरकार)  
(Ministry of Road Transport & Highways, Govt. of India)  
परियोजना कार्यान्वयन इकाई, लखनऊ  
Project Implementation Unit, Lucknow

3/248, विशाल खण्ड, गोमती नगर, लखनऊ-226010  
3/248, Vishal Khand, Gomti Nagar, Lucknow-226010

दूरभाष / Phone : 91-522-2302167

ई-मेल / E-mail : luc@nhai.org

वेबसाइट / Website : www.nhai.gov.in

NHAI/PIU/LKO/NOC/OFC/2020/ 6051

Date : 09.11.2021

To,

**The Authorized Signatory,**

M/s JIO Digital Fiber Pvt. Ltd.

2<sup>nd</sup> Floor Rotas K-s Trident Building 10, Rana Pratap Marg,  
Lucknow

**Sub.: Permission to lay optical fiber cable from Lucknow to Sultanpur section of NH-731 from km. 90.370 to Km. 217.795 RHS side (Km. 11.500 to Km. 138.925 of Old NH-56 LHS Side) total section length ROW applied for 127.425 Km. in the state of Uttar Pradesh-reg.**

**Ref.:** 1. RO, UP(E), NHAI, letter no. 14769 dt. 29.10.2021  
2. Your letter dated 07.07.2021  
3. This office letter no. 5159 dated 09.09.2021

Sir,

This has reference to the above mentioned subject. As per request made by you vide letter dated 07.07.2021 for granting permission for laying of optical fiber cable from Lucknow to Sultanpur Km. 217.795 to km. 90.370 along NH-731 (Old NH-56) RHS side total section length ROW applied for 127.425 Km. in the state of Uttar Pradesh, This office vide letter no. 5159 dated 09.09.2021 has forwarded the proposal to RO, UP East, Varanasi for soliciting approval of the Competent Authority.

The Competent Authority at Regional Office, UP East, Varanasi has accorded approval of provisional permission to the subject proposal vide letter no. 14769 dated 29.10.2021 with following conditions:-

1. The applicant shall ensure all safety measures/norms during execution of work.
2. The laying of OFC from km. 217.795 to km. 90.370 along NH-731 (Old NH-56) RHS side shall confirm to relevant IRC guideline and good industry practice, in addition to aforementioned Ministry's guidelines dated 22.11.2016.
3. It shall be responsibility of the Authorized representative of M/s Jio Digital Fiber pvt Ltd. to ensure the safety and maneuverability of highway traffic against various activities.
4. The laying shall be done as per agreed location route in utility duct to be constructed by Authorized Representative of M/s Jio Digital Fiber pvt. Ltd.
5. The dismantling /restoration of Lucknow-Sultanpur section of NH-731 (Old NH-56) due to said works. If any, shall be done as per standard & specification and the cost shall be borne by M/s Jio Digital Fiber Pvt. Ltd.
6. Work programme may be submitted before start of the work and ensure timely completion.
7. It shall be responsibility of M/s Jio Digital Fiber Pvt. Ltd. to co-ordinate with district administration and other required departments for getting approval /consent before start of the work.
8. It shall be responsibility of M/s Jio Digital Fiber Pvt. Ltd. to construct diversion road for smooth traffic flow, if needed.
9. In view of any future development requiring necessary alteration, including complete removal or shifting. The same shall be carried out by M/s Jio Digital Fiber Pvt. Ltd. at it own cost to the satisfaction of the Highway Administrator.
10. The applicant shall not damage any other utility services already laid along/across the proposed route.



11. No debris / loose cart shall be dumped on NH or within ROW of NH.
12. work shall be carried out as per proposed/approved drawing submitted with the proposal. The laying of utility along NH shall be done at the extreme edge of ROW.
13. The approval is based on the submissions made by the Applicant. The Applicant is responsible for the details provided in the application. The Ministry/NHAI is at liberty to verify the authenticity of the documents at any time. Any misrepresentations, omission or suppression of facts or disclosure of incomplete facts detected at any stage shall lead to withdrawal of this approval with cost to the Applicant.
14. In case of violation of the norms of Ministry's guidelines, the NOC automatically stand withdrawn /cancelled.
15. The permission would be valid for a maximum of 5 years at a time, which can thereafter be considered for renewal. On payment of additional fee at the time of renewal, the permission shall automatically be renewed, unless defaults exist. In case of renewal, rate prevailing at the time of renewal shall be charged.

In view of the above, the Approval as received from the Competent Authority, RO, UP East, Varanasi is conveyed subject to various compliances as above and NHAI/MORTH Circulars issued time to time.

Encl : As above.

Yours truly,

(N.N. Giri)

General Manager (T)/Project Director

**Copy to: -**

1. The DFO, Lucknow/Barabanki/Amethi/Sultanpur for information please.
2. RPAO (NH), Lucknow (035036), DDO, Road Transport & Highways (024) for confirmation of license fee deposited through Bharat Kosh transaction reference no. 1108210010805 dated 24.08.2021
3. The Team Leader, M/s L.N.Malviya Infra Projects Pvt. Ltd , 2nd Floor, C-4/49, Sushant Golf City for information and necessary action.
4. The Authorized Signatory, M/s DBL Lucknow Sultanpur Highways Ltd. for information and necessary action.

पंकज गिरी (प्रबन्धक)  
रिलायन्स जियो इन्फ्रास्ट्रक्चर्स लिमिटेड  
लखनऊ



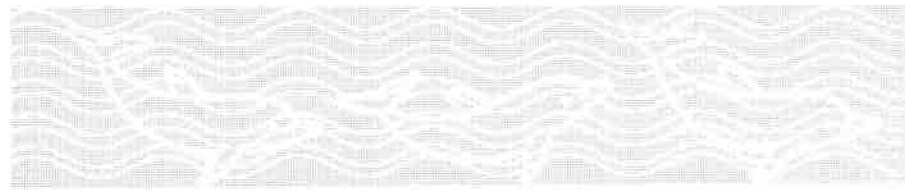
सत्यमेव जयते

# INDIA NON JUDICIAL Government of Uttar Pradesh



## e-Stamp

<b>Certificate No.</b>	: IN-UP27661215114353T
<b>Certificate Issued Date</b>	: 10-Nov-2021 11:49 AM
<b>Account Reference</b>	: NEWIMPACC (SV)/ up14397604/ LUCKNOW SADAR/ UP-LKN
<b>Unique Doc. Reference</b>	: SUBIN-UPUP1439760445030612379235T
<b>Purchased by</b>	: JIO DIGITAL FIBRE PRIVATE LIMITED
<b>Description of Document</b>	: Article 5 Agreement or Memorandum of an agreement
<b>Property Description</b>	: Not Applicable
<b>Consideration Price (Rs.)</b>	:
<b>First Party</b>	: NHAI LUCKNOW
<b>Second Party</b>	: JIO DIGITAL FIBRE PRIVATE LIMITED
<b>Stamp Duty Paid By</b>	: JIO DIGITAL FIBRE PRIVATE LIMITED
<b>Stamp Duty Amount(Rs.)</b>	: 100 (One Hundred only)



-----Please write or type below this line-----

(N. N. Giri)  
GM (T)/Project Director  
National Highways Authority of India  
PIU-Lucknow

पंकज खरे (प्रबन्धक)  
रिलायन्स जियो इन्फोकॉम लिमिटेड  
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### Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.sholestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

**AGREEMENT REGARDING GRANTING OF RIGHT OF WAY PERMISSIONS FOR LAYING TELECOM CABLES/DUCTS**

Agreement to lay Telecom Cables/DUCT/Optical Fiber on NH -731(Old NH-56) from Km.217.795 to Km. 90.370 Total section length ROW applied for 127.425 Kms.

This Agreement made this 10<sup>th</sup> day of November 2021 between

**National Highway Authority of India** acting in his executive capacity through Project Director (hereinafter referred to as "Authority" which expression shall unless excluded by or repugnant to the context, include his successors in office and assigns) on the one part

**AND**

**M/s JIO DIGITAL FIBRE PRIVATE LIMITED**; a company registered under companies act 1956 and having its registered office located at 2<sup>nd</sup> Floor K-s trident Building 10 Rana Pratap Marg Lucknow -226001 Uttarpradesh (hereafter referred as **JDFPL/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.

(N. N. Giri)  
GM(T)/Project Director  
National Highways Authority of India  
PIU - Lucknow



पंकज खरे (प्रबन्धक)  
रिलायन्स जियो डिजिटल फाइबर लिमिटेड  
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Whereas the Authority is responsible, inter-alia, for development and maintenance of lands in on NH – 731(Old NH-56) from Km. 217.795 to Km. 90.370 Total section length ROW applied for 127.425 Kms. Whereas the Licensee proposes to lay Telecom cable / OFC cable / electrical cable / pipe line / ducts etc. referred to as utility services in subsequent paras.

Whereas the Licensee has applied to the Authority for permission to lay utility services on NH – 731(Old NH-56) from Km. 217.795 to Km. 90.370 Total section length ROW applied for 127.425

And whereas the Authority has agreed to grant such permission for way leave on the NHA 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 permission to lay utility services as per the approved drawing attached hereto subject to the following conditions, namely.

1. ROW permissions are only enabling in nature. The purpose of extending the way leave facility on the National Highway Row is not for enhancing the scope of activity of a utility service provider, either by content or by intent. Further, enforceability of the permission so granted shall be restricted only to the extent of provisions/scope of activities defined in the license agreement & for the purpose for which it is granted.
2. No Licensee shall claim exclusive right on the ROW and any subsequent user will be permitted to use the Row, either above or below, or by the side of the utilities laid by the first user, subject to technical requirements being fulfilled. Decision of the Authority in relation to 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 @ ₹18399467/- to the Authority. The License fee shall become payable from the date of handing over of ROW land to the Licensee, for laying of utilities/cables/conduits/pipelines for infrastructure/ service provider. As regards Tariff and Terms and conditions for providing common utility ducts along National Highways, there shall be a separate agreement regime.
5. Fee shall have to be paid in advance for the period for which permission is granted for entering into a license agreement. In case of renewal, rate prevailing at the time of renewal shall be charged. Delay in deposition of fee shall attract interest @ 15% per annum compounded annually.
6. Present policy of the 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.

(N. N. Giri)  
GM(T)/Project Director  
National Highways Authority of India  
PIU Lucknow

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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 or landscaped with required safety measures as directed by the concerned Authority;
11. The utility services shall be permitted to cross the National Highway either through structure or conduits specially built for that purpose. The casing / conduit pipe should, as minimum, extend from drain to drain in cuts and toe of slope to toe of slope in the fills and shall be designed in accordance with the provision of IRC and executed following the Specifications of the Ministry.
12. Existing drainage structures shall not be allowed to carry the lines across.
13. The top of the casing/conduit pipe containing the utility services to cross the road shall be at least 1.2m below the top of the sub grade or the existing ground level whichever is lower, subject to being at 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.

(N. N. Sini)  
GM(T)/Project Director  
National Highways Authority of India  
PIL - Lucknow

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विलायत जियो इन्फोकॉम लिमिटेड  
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- 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.
- d. The road crust shall be built to the same strength as the existing crust on either side of the trench or to thickness and specifications stipulated by the Highway Authority.
17. The Licensee shall ensure making good the excavated trench for laying utility services by proper filling and compaction, so as to restore the land in to the same condition as it was before digging the trench, clearing debris/loose earth produced due to execution of trenching at least 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.100/- per route metre / ₹ 12742500/- with a validity of one year initially (extendable if required till satisfactory completion of work) shall have to be furnished by the Licensee to the Authority/its designated agency as a security against improper restoration of ground in terms of filling/unsatisfactory compaction damages caused to other underground installations/utility services & interference, interruption, disruption or failure caused thereof to any services etc. In case of the Licensee failing to discharge the obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee.
20. In case, the Performance Bank Guarantee is invoked as mentioned above, the Licensee shall be required to replenish and reinstate the required Performance Bank Guarantee within one month of such invoking. In case the work contemplated herein is not completed to the satisfaction of the Authority, which has granted the permission, within a period of 11 months from the date of issue of the Bank Guarantee, the Licensee shall either furnish a fresh guarantee or extend the guarantee for a further period of one year. Notwithstanding this, the Licensee shall be liable to pay full compensation to the aggrieved Authority/ its designated agency for any damage sustained by them by reason of the exercise of the ROW facility;
21. The Licensee shall shift the utility services within 90 days (or as specified by the respective Authority) from the date of issue of the notice by the concerned Authority to shift/relocate the utility services, in case it is so required for the purpose of improvement/widening of the road/route/highway or construction of flyover/bridge and restore the road/land to its original condition at his own cost and risk.

(N. N. Giri)  
GM (IT) / Project Director  
National Highways Authority of India  
PIU - Lucknow

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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 coordination 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 License is subject to the Licensee satisfying (a) minimum disruption of traffic and (b) no damage to the highways. As far as possible, the Licensee should avoid cutting of the road for crossing highway, and other roads and try to carry out the work by trenchless technology. In case any damage is caused to the road pavement in this process, the Licensee will be required to restore the road to the original condition at its cost. If due to unavoidable reasons the road needs to be cut for crossing or laying utility services, the Licensee has to execute the restoration work in a time bound manner at its cost either by itself or through its authorized representative in consultation with the Authority as per predetermined time schedule and quality standards. In case of the Licensee failing to discharge the obligation of making good of the excavated trench/other restoration work, the Authority shall have a right to make good the damages caused by excavation, at the cost of the Licensee and recover the amount by forfeiture of the Bank Guarantee.
26. The 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 rate) 15% per annum compounded annually.

(N. N. Giri)  
GM(T)/Project Director  
National Highways Authority of India  
FHU-Lucknow

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विलायत जियो इन्फोकॉम लिमिटेड  
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30. The permission shall be valid only for the period it is issued and fee deposited. However, the Authority also has a right to terminate the permission or to extend the period of Agreement.
31. That the Licensee shall not undertake any work of shifting, repairs or alterations to the utility services without prior written permission of the concerned agency in 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 land /property, other than what is herein expressly granted. No use of NH ROW will be permitted for any purpose other than that specified in the Agreement.
33. During the subsistence of this Agreement, the utility services located in highway land / property shall be deemed to have been constructed and continued only by the consent and permission of the Authority so that the right of the Licensee to the use thereof shall not become absolute and indefeasible by lapse of time.
34. The Licensee shall 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 authorized representatives of Authority to inspect the Project Facilities and to investigate any matter within their Authority, and upon reasonable notice, shall provide reasonable assistance necessary to carry out their respective duties and functions.
37. The utility services shall not be made operational by the Licensee unless a completion certificate to the effect that the utility services has been laid in accordance with the approved specifications and drawings and the trenches have been filled up to the satisfaction of the concerned agency in co-ordination with the Authority has been obtained. Notwithstanding anything contained herein, this Agreement may be cancelled at any time by Authority for breach of any condition of the same and the Licensee shall neither be entitled to any compensation for any loss caused to it by such cancellation nor 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:
- Operation, repair and maintenance guidelines given by the manufacturers.
  - the requirements of Law,
  - the physical conditions at the Site, and
  - 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.

(N. M. Giri)  
GM(T)/Project Director  
National Highways Authority of India  
PIU - Lucknow

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40. While laying utility services, at least one lane of road shall be kept open to traffic at all times. In case of single lane roads, a diversion shall be constructed. If any traffic diversion works are found necessary during the working period such diversion shall be provided at the cost of Licensee.
41. After the termination/expiry of the agreement, the Licensee shall remove the utility services within 90 days and the site shall be brought back to the original condition failing which the Licensee will lose the right to remove the utility services. However before taking up the work of removal of utility services the Licensee shall furnish a Bank Guarantee to the Authority for a period of one year for an amount assessed by the Authority as a security for making good the excavated trench by proper filling and compaction, clearing debris, loose earth produced due to excavation of trenching at least 50m away from the edge of the ROW.
42. Any disputes in interpretation of the terms and conditions of this Agreement or their implementation shall be referred to the redress mechanism prevailing in the Ministry and the decision of the redress mechanism shall be final and binding on all.
43. For PPP Projects, in case of any financial loss incurred by the respective project concessionaires due to such laying/shifting of utility services by the Licensee, compensation for the same shall be required to be borne by the Licensee in mutual agreement with the respective project concessionaires. MORT&H/ NHAI/ implementing authorities for the project shall not be liable to the concessionaire in any way in this regard.

This Agreement has been executed in duplicate, each on a Stamp Paper. Each party to this Agreement has retained one stamped copy each.

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

Signature of Applicant SIGNED, SEALED AND DELIVERED BY


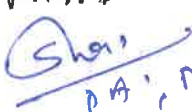
National Highways Authority of India

(FOR AND BEHALF OF PRSIDENT OF INDIA)

  
(N. N. Giri)  
GM(T)/Project Director  
National Highways Authority of India  
PIU-Lucknow

In the presence of (Client/Employer side)

WITNESS:



1.   
Manoj (T)  
N.H.A.I.
2.   
Shri P.A. NHAI

For and on behalf of

JIO DIGITAL FIBRE PRIVATE LTD.

  
In the presence of (Licensee side)

WITNESS:

1.   
Deepak Aggarwal (Executive)
2.   
Jeevan Joshi (Executive)