

Name of the Proposal : Construction of O.F.C. Line along with road

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**Appendix  
(See Rule 6)  
FORM-A**

Form for seeking prior approval Under Section 2 of the proposals by the  
State Governments and Other Authorities

**PART-I  
( To be filled up by user agency)**

Sr.No	<b>Project Details :-</b>	
i)	Short narrative of proposal and project / Scheme for which the Forest Land is required	The Forest land required for laying of OFC line in comptt.No.297,330,329,334,335 in Dhule Range Dhule Forest Division Dhule.
ii)	Map showing the required forest area, boundary of adjoining forest on a 1.50,000 scale map	Topo sheets Attached on Page No. 60,61
iii)	Cost of the project	20.00 lakh
iv)	Justification for locating the project in the forest area	There is no suitable alternative land for construction of OFC land.
v)	Cost-benefit analysis (to be enclosed)	N.A.
vi)	Employment likely to be generated	75000 Man days.
2.	Purpose-wise break-up of the total land required .	

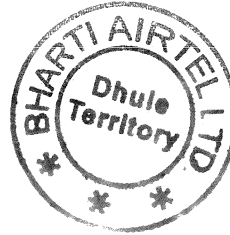
**AREA STATEMENT**

Item of work purposed	Name of village	Forest land required				Legal status of land	Detail of Non forest land			Total area Ha
		Survey No/ Comptt No	Length X Width	Area			Survey No	Leng th &Wi dth	Are a in Ha	
				Sq M	Ha					
Constructing of OFC Line	Lalling	297	1800x0.5	900.00	0.090	Reserved Forest	--	--	--	0.090
		330	2700x0.5	1350.00	0.135					0.135
	Arvi	329	1425x0.5	710.50	0.0710	--/--	--	--	--	0.0710
	Purmepada	334	975x0.5	787.50	0.0488	--/--	--	--	--	0.0488
335	900x0.5	450.00	0.0450	0.0450						
Total :-				3898.00	0.3898	-	--	--	--	0.3898

3. Details of displacement of people due to the project, if any.		
i)	Number of families	Nil
ii)	Number of Scheduled Castes / Scheduled Tribe families.	Nil
iii)	Rehabilitation plan (to be enclosed )	Nil
4.	Whether clearance under Environment (Protection ) Act. 1986 required (Yes /No)	N.A.
5.	Undertaking to bear the cost of raising and maintenance of compensatory aforestation or penal compensatory aforestation as well as cost for and regeneration of Safety Zone, etc as per the scheme prepared by the State Government (undertaking to be enclosed)	Necessary Certificate is enclosed here with
6	Details of Certificates / documents enclosed as required under the instructions	Required Certificates are enclosed here with

Date : 23/12/2014

Place : - Dhule



Project Director

AK. Waghmare  
 Anirudh Waghmare  
 Project Manager  
 Bharti Airtel Ltd.  
 9004069222

**PART-II**

(To be filled by the concerned Deputy Conservator of Forests)

State Serial Number of Proposal

7.	Location of the project / scheme :-	
i)	State / Union Territory	Maharashtra
ii)	District	Dhule
iii)	Forest Division	Dhule Forest Division, Dhule.
iv)	Area of Forest land proposed for diversion (in Ha.)	0.3898 Ha. Comptt.No.297.329.330.334.335. Village- Lalling,Arvi,Purmepada.
v)	Legal status of the forest	Reserved Forest
vi)	Density of vegetation	0.1 and bellow
vii)	Species-wise (scientific names ) and diameter class- wise enumeration of tress (to be enclosed in case of irrigation / hydel projects enumeration at FRL, FRL-2 meter & FRL-4 meter also to be enclosed)	Not required
viii )	Brief note on vulnerability of the forest area to erosion	It is not Sensitive for erosion
ix)	Approximate distance of proposed site for diversion from boundary of forest.	Right of way N.H-3 Dhule to Malegaon
x)	Whether forms part of national park, wildlife sanctuary, nature resave, biosphere reserve, Tiger Reserve, Elephant Corridor etc, (If so, details of the area and comments of the Chief Wildlife Warden to be annexed )	The area proposed for diversion does not from a part of National park wildlife sanctuary nature reserve etc.
xi)	Whether any rare / endangered / unique species of flora and fauna found in the area if so, details thereof	No.
xii)	Whether any protected archeological / heritage site / defense establishment of any other important is located in the area. If so, details thereof with NOC from competent authority , if required .	Nil.
8	Whether the requirement of forest land as proposed by the user agency in Col.2 of Part -1 is unavoidable and barest minimum for the project. If no, recommended area item-wise with details of alternative examined.	Yes, unavoidable and barest minimum.
9	Weather any work in violation of the Act has been carried out (Yes / No). if Yes, details of the same including period of work done action taken on erring officials whether work in violation is still progress.	No.



10	Details of Compensatory afforestation scheme. :-	
i)	Details of non forest area / degraded forest area identified for compensatory afforestation, its distance from adjoining forest number of patches, size of each patch.	Not required
ii)	Map showing non-forest / degraded forest area identified for compensatory afforestation on adjoining forest boundaries.	Compensatory Afforestation will be taken on degraded forest land
iii)	Detailed compensatory afforestation scheme including species to be planted, implementing agency, time schedule , cost structure etc.	Nil
iv)	Total financial outlay, for compensatory afforestation scheme .	Nil
v)	Certificates from competent authority regarding suitability of area identified for compensatory afforestation and from management point of view (To be signed by concerned Dy. Conservator of forests )	Plantation will be taken on degraded forest land.
11	Site inspection report of the DCF (to be enclosed) especially highlighting facts asked in col.7 (xi, xii),8 and 9 above.	Inspection Report is attached separately
12	Division / District profile:-	Dhule Forest Division Dhule
i)	Geographical area of the District	8284.82. Sq KM.
ii)	Forest area of the district.	1942.235 Sq KM.
iii)	Total forest area diverted since 1980 with number of cases-	58 cases 1365.46 Ha.
iv)	Total compensatory afforestation stipulated in the district/division sine 1980 on a) forest land including penal compensatory afforestation b) non forest land	1373.02 Ha. 907.957 Ha. 465.063 ha.
13.	Specific recommendations of the DCF for acceptance or otherwise of the proposal with reasons.	Recommended for Sanction.

Place : Dhule  
Dated : 27 / 3 / 2015

(S.G.Chopade)  
Deputy Conservator of Forests,  
Dhule Division, Dhule

*[Signature]*

**PART-III**

**(To be filled by the concerned Chief Conservator of Forests )**

- 1 Whether site where the forest land :  
involved is located has been inspected  
by concerned Chief Conservator of  
Forests (Yes / No) if Yes, the date of  
inspection and observation made in  
from inspection note to be enclosed.
- 2 Whether the concerned Chief :  
Conservator of Forests agree with the  
information given in Part-II and the  
recommendations of Deputy  
Conservator of Forests
- 3 Specific recommendation of concerned :  
Chief Conservator of Forests for  
acceptance or otherwise of the  
proposal with detailed reasons.

Place : Dhule

Date : / /2011

**Chief Conservator of Forests (T)**  
**Dhule**

#### **PART-IV**

**(To be filled by the Nodal Officer or Principal Chief Conservator of Forests  
of Head of Forest Department )**

1. Detailed opinion and specific recommendation of the State Forest Department for acceptance of otherwise of the proposal with remarks.

(While giving opinion the adverse comments made by concerned Conservator of Forests or Deputy Conservator of Forests should be categorically reviewed and critically commented upon.)

:

Place :

Nodal Officer

Date :

M.S. Nagpur

**PART-V.**

(To be filled by the Secretary in charge of Forest Departments or by any other authorized officer of the State Government )

- 1 Recommendation of the State :  
Government.

(Adverse comments made by any officer or authority in Part -B or Part-C or Part-D above should be specifically commented upon.)

Place :

Secretary of  
Forest Department.

Date :

## AREA STATEMENT

Item of work purposed	Name of village	Forest land required				Legal status of land	Detail of Non forest land			Total area Ha
		Survey No/ Comptt No	Length X Width	Area			Survey No	Leng th &Wi dth	Are a in Ha	
				Sq M	Ha					
Constructing of OFC Line	Lalling	297 330	1800x0.5 2700x0.5	900.00 1350.00	0.090 0.135	Reserved Forest	--	--	--	0.090 0.135
	Arvi	329	1425x0.5	710.50	0.0710	--/--	--	--	--	0.0710
	Purmepada	334 335	975x0.5 900x0.5	787.50 450.00	0.0488 0.0450	--/--	--	--	--	0.0488 0.0450
Total :-				3898.00	0.3898	-	--	--	--	0.3898

2.74  
(S.G.Chopade)

Deputy Conservator of Forests,  
Dhule Division, Dhule.

02/04/2014

## SITE INSPECTION REPORT.

- 1) Name of proposal : Construction of O.F.C. Line along with N.H. 3
- 2) Forest area involved : 0.3898 ha.
- 3) Location Division : Dhule Forest Division, Dhule.  
Range : Dhule  
Round : Lalling & Arvi  
Beat : Lalling & Purmepada  
Comptt. No. : 297,329,330,334,335.
- 4) Date of Site Inspection : 07 / 01 / 2015
- 5) Details of Forest type and flora of : Southern Tropical dry deciduous forest.  
Existing crop with botanic name of : The side area is under Afforestation  
Species : W.C. Area under Proposal having no tree growth.
- 6) Details of fauna including their : Nil  
Population and distribution game  
Sanctuary National Park reserve.
- 7) Other aspect of importance :-  
a) Historical / Archeological : Nil  
b) Geographical : Nil  
c) Geological : Nil
- 8) Remarks regarding sensitivity : Nil  
of area likely to be affects due  
to project
- 9) No of photographs (If enclosed) : Nil
- 10) Violation of F.C.A.1980 : No violation

Place : Dhule

Dated : 7 / 1 / 2015

(S.G.Chopade)

Deputy Conservator of Forests,  
Dhule Division, Dhule.

(D.U.Patil)

Asstt. Conservator of Forests, (FICS & Campa)  
Dhule Division, Dhule.

## Wild Life Certificate

(Project area is not included in National Park Wild Life Sanctuary)

This is to certify that the area proposed for Costruction of O.F.C. Line project Village Lalling, Arvi, Purmepada Tal Dhule Dist Dhule is not included in the area of any National Park/Wild Life Sanctuary or Nature reserve.

Place : Dhule  
Dated : 27 / 03 / 2015

(S.G.Chopade)  
Deputy Conservator of Forests,  
Dhule Division, Dhule.


02 03

(1)

## Complete list of Identified Forest of the District Dhule.

Complete list of identified Forest land is attached here with.

Place : Dhule  
Dated : 27 / 03 / 2015

  
(S.G. Chopade)  
Deputy Conservator of Forests,  
Dhule Division, Dhule.

OL 



# Statement Showing the extent of other areas irrespective of 12 ha. criteria

Identified "Forests" irrespective of 12 ha. criteria		Total (3+4+5)		
Sr.No	District	Mangrove	Govt.Land	Pvt.Land
1	2	3	4	5
1	Dhule	--	1240.70	--
				6
				1240.70

Deput. Conservator of Forests,  
West PHULE.

Collector Dhule

12/16/2006

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पवन वन विभाग  
शिवगणेश

शेरा/अभिप्राय

अ. नं.	गांव	ग.नं.	वन संज्ञेखाली येणारे क्षेत्र	कब्जेदार	पूर्व	पश्चिम	उत्तर	दक्षिण	शेरा/अभिप्राय
१	२	३	५	६	७	८	९	१०	११
३	दाऊळ	८८	८.२८	ग्रा.प. दाऊळ	८२,८३	रस्ता	शिव	९९	सदर जागेवर झाडांचा असल्याने वने या संज्ञेखाली घेण्यास योग्य आहे.
४	दाऊळ	८९	०.९४	ग्रा.प. दाऊळ	८८	९५	शिव	९०	सदर क्षेत्र ग.नं. ८८ लगत असल्याने वने या संज्ञेखाली घेण्यास योग्य आहे.
साकी									
५	छडवेल	४९९	२४०.३५.२०	ग्रामप. छडवेल (क)					सदर जमीनीचे स्थळ निरीक्षण केले असता सदर जमीनवर वन सदृश परिस्थिती आढळून आली असून त्यात बऱ्याच प्रमाणात झाडे लावलेली आहेत. परंतु ७/१२ उताऱ्यावर कब्जेदार सदरी ग्राम. छडवेल (क) यांचे नाव असल्याने वन विभागाचे क्षेत्र त्यांचेकडेस वर्ग करण्याबाबतचा प्रस्ताव महा. शासनाकडेस सादर करण्याचा आहे असे मत आहे.
२	ब्राह्मणवेल	१७८-अ	६८६.००	सरकार	आमखेल शिव	पांगण शिव	बासर शिव	नागशिरी शिव	सदर क्षेत्रांपैकी ३३२.२८ हे आरजमीन ही शारानाकडेस जाणून दि. २०/९/०३ अन्वये उद्योग विभागाकडे वर्ग करण्यात आली असून सद्गंत पर वन ऊर्जा केंद्र विक्रीत करण्यासाठी महा. औद्योगिक विकास महामंडळ यांच्याकडेस वर्ग करण्यात आलेली आहेत.
									सदरचे क्षेत्र वन संज्ञेखालील येणा-या क्षेत्रांपैकी असल्याने शासनाने नियमानुसार केंद्र शासनाच्या परवानगीने वनसंरक्षण अधिनियमांतर्गत परवानगी घेतली असल्यास वरील क्षेत्र वगळण्यात यावे व वरील क्षेत्र नियमानुसार वन विभागाकडे हस्तांतरित करण्यात यावे.

सरकार

304/93

926-अ

मुंबई

शिरपूर

शिरपूर तालुका निरंक

मुंबई नगरपालिका क्षेत्री, गाव ५०९ हा सरकारी गट असून राजार  
९०.०० हे होते पर्यंत ५९८८-८९ ते १९९०-९१ या आर्थिक वर्षात २५५०  
हे अवलोकन करून असेलत सरकारी गाव हा सरकारी मालकीचा गावावर  
असून त्याचे क्षेत्र ६.५३ हे एवढेच आहे.

तथापि भागेर गावातील ५०९ हा सरकारी गट असून राजार  
सर्वेक्षणाच्या वेळी वन सदृश्य परिस्थिती असावी असे वाटते व गट नं. ५०९  
पैकी ९०.०० हे. आर क्षेत्र हे प्रत्यक्षात सर्वेक्षणात यावयास हवे होते.  
तथापि नजरचुकीने ५०९ ऐवजी ५११ नमूद करण्यात आलेला असावा  
त्यामुळे ही दुरुस्ती करणे आवश्यक आहे. परंतु दरम्यानचे काळाल  
शासनाचे आदेशाने भागेर गावचे भागेर/शिवाजीनगर व सायपूर या तीन  
महसुली गावात रपातर करण्यात आलेले आहे. आणि विभाजनंतर  
ग.नं. ५०९ हा आता भागेर पैकी शिवाजीनगर या गावाचा ग.नं. १२८-अ असे  
झाला आहे या जमीनीवर वन सदृश्य परिस्थिती असल्याने वनविभागकडे  
वर्ग करण्यात यावा.

उप दलमल्ल  
परिवहन धुळे, मुंबई

स्वातंत्र्यल मंत्रालय  
वनविभाग, उत्तर धुळे ( प्र )  
मुंबई

उपवन संरक्षण ( व )  
उत्तर धुळे विभाग ( व )

जिल्हाधिकारी धुळे

## No Cutting and felling of trees

This is to Certify that there is no cutting and felling of trees in the project Construction of O.F.C. Line at Village Lalling, Arvi, Purnepada Tal. Dhule Dist. Dhule

Place : Dhule  
Dated : 27 / 03 / 2015

(S.G.Chopade )  
Deputy Conservator of Forests,  
Dhule Division, Dhule.

OC (S.G.)

### Chronology of Eventsn

Information on the movement of the proposal from one office to other with dates.

Sr.No	From	To	Date
1	Project Agency	Dy.CF	23/12/2014
2	DY. Conservator	C. C. F	27/3/2015.
3			
4			
5			
6			
7			
8			

(S.G. Chopade)  
Deputy Conservator of Forests,  
Dhule Division, Dhule

OL 

### Documents Verification Certificate


Certified that all the documents enclosed here with the proposal of OFC Line at Village Lalling . Arvi. Purmepada Tal.Dhule Dist Dhule. Have been scrutinized as per the revised check list and found to be correct.

Place:- Dhule.

Date : 27 /03/2015

(S.G. Chopade)

Deputy Conservator of Forests,  
Dhule Division, Dhule

OL 

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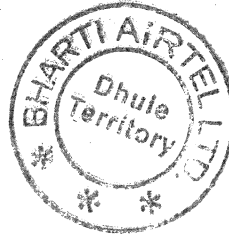


**airtel**

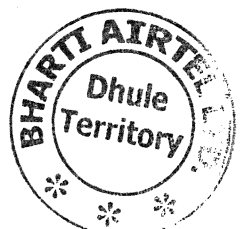
## CERTIFICATE

We shall give 2 M.B. Bandwidth to local forester authorities free of cost as per G.R. of Revenue and Forest Department No, Land/10/2000/CR-91/J-I/dated 27/4/2000.

Date :- 23/12/2014  
Place :- Dhule



  
**Ambrady Verghese**  
Project Manager  
Bharti Airtel Ltd.  
9004069222

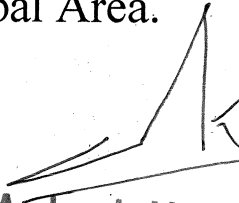
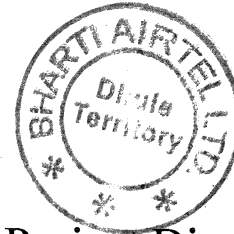


**CERTIFICATE ABOUT PROJECT AREA LYING  
WITHIN OR OUTSIDE SCHEDULED TRIBAL AREA**

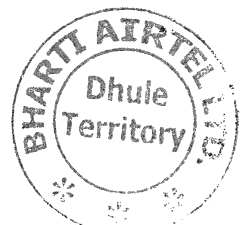
- (a) Certified that the proposal project area is outside the Scheduled Tribal Area.

Date : 23 / 12 / 2014

Place : Dhule

  
**Ambrady Verghese**  
Project Manager  
Bharti Airtel Ltd.  
9000660222

Project Director






## CERTIFICATE OF MINIMUM DEMAND OF FOREST AREA

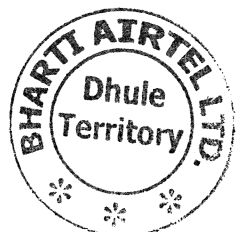
This is to certify that no suitable alternate Non Forest Land is available for the purpose of Construction of O.F.C. Line proposal Village Lalling, Arvi, Purnepada Tal. Dhule Dist Dhule and demand for the required forest land is lowest minimum demand for the same.

Date : 23 /12/2014  
Place : Dhule



Project Director

  
**Ambrady Verghese**  
Project Manager  
Bharti Airtel Ltd.  
9004069222



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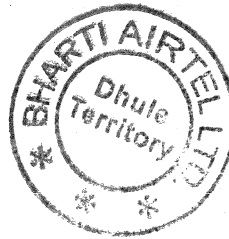
airtel

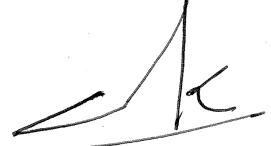
### Certificate

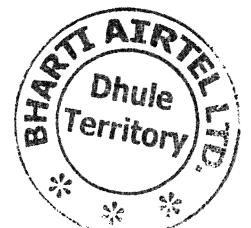
The Construction of O.F.C. line laying is being proposed along the road and form part of the ROW. I have personally verified this on.

Date :- 23/12/2014

Place :- Dhule.



  
Ambrady Vernhese  
Project Manager  
Bharti Airtel Ltd.  
989088732

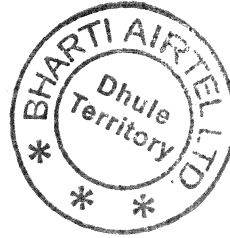


## CERTIFICATE OF COMPENSATORY AFFORESTATION COST

Certified that the project authority is agreed to defray the cost as determined by the Forest Department of Compensatory Afforestation on degraded forest land.

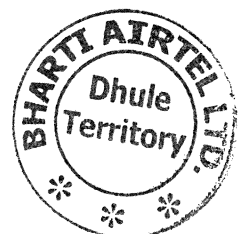
Date: 23 /12/2014

Place: Dhule



Project Director

  
Ambrady Verghese  
Project Manager  
Bharti Airtel Ltd.  
9004069222

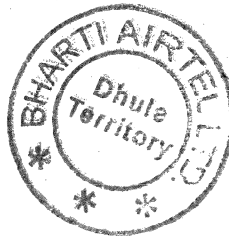



## **No Objection Certificate of Gram Sabha about the roject**

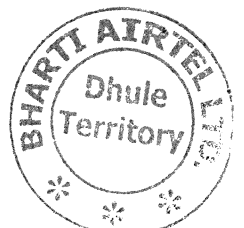
Resolution of Gram Sabha that they have no onjection for  
construction of O.F.C. Line project at Village Lalling, Arvi,  
Purmepada Tal.Dhule Dist Dhule.Attached here with

Place : Dhule

Dated 23/ 12 /2014



  
Ambrody Verghese  
Project Manager  
Bharti Airtel Ltd.  
20000 2232



பாதிக்கப்பட்ட அபிவிருத்தி  
மாற்றம் செய்யப்படவில்லை

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12th English - 2022

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Letter to the

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**Grampanchayat Laling Tal. & Dist. Dhule**

Date :- 13-08-2014

Date : 30-07-2014 Proceeding of

**Monthly Meeting**

**Present Members**

Monthly meeting of Grampanchayat At Post - Laling Tal. & Dist. Dhule dated 30-07/2014  
Time 9.00 a.m. under the Presence of Mrs. Ratanbai Sambhajii Ganappa.

Corum is Completed

Amendments has made as per the corum Completed.

Date	No.2	Subject	30/07/2014
Subject	No.3	Subject	9/4
Agreement	No.4	Agreement	9/4
Agreement	No.5	Agreement	9/4
Remarks	No.6	Remarks	9/4

To day wholemembers of the Grampanchayat meeting has decided that, Grampanchayat have no objection for inserting Fiber Cables of Airtel Company which is leading at Gat No.178/1 Laling. Tal. & Dist. Dhule. It happened any damages, the Airtel company will fully responsible for the damages The agreement is granted by all the members. The copy of the agreement has been given

**ATTENDED**

Sd/xxxx  
Village Development officer  
Grampanchayat Laling  
Tal. & Dist. Dhule

Sd/xxxx  
Sarpanch  
Grampanchayat Laling  
Tal. & Dist. Dhule

Assistant Conservator of Forests  
(F.L.C.S. & Campa) Dhule.

ॐ श्रीगणेशाय नमः

ਸ੍ਰੀ. ਰਾਮਾਬਾਇ ਸੰਮਾਨੀ ਜੀ

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कादम्ब

93/209

**\* ਸ਼ਿਸ਼ੂਵਾਂ ਨੂੰ ਸੰਭਾਲੋ**

ശ്രീ. ബാലാജി ഹിന്ദു മന്ദിരം

தங்கநாயகி கவி பட்டம் புக

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સા. જાડેજાઈ સંખાળી અંતિજાળ

श्री. आनंदीबाई मास्का १६/१२/६६

શ્રી. રૂપાલકાંત આચાર્ય યોગેશ્વર

श्री. निर्मलबाई धोंडू डिगरे

श्री. लक्ष्मीबाई. ॥१॥



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11/12/2020

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॥ ॐ नमो भगवते वासुदेवाय ॥  
 श्रीकृष्णार्चनम्

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## Grampanchayat Laling, Divanmala Tal. & Dist. Dhule

Establishment Date - 13-05-1956

Shri. Ratnabai Sambhaji Gangppa

Sarpanch

Vice-Sarpancha

Shri. Govind Kondaji Nagpure

Out word no. 29

Date :- 13-08-2014

### No Objection Certificate

This is to certify by, The Sarpanch/Village Development Officer, Grampanchayat at post Laling, Tal. & Dist. Dhule (Maharashtra State) that, Bharati Airtel Company's Fiber Cable line is leads by the Laling border. Grampanchayat have No Objection for the above cable line. If, happened any damages in our village during the cableing, the Airtel Company will fully responsible for the damages. So, Grampanchayat have No objection for Fiber Cables.

This is to be certified.

Sd/xxxx

Village Development officer

Grampanchayat Laling

Tal. & Dist. Dhule

Sd/xxxx

Sarpanch

Grampanchayat Laling

Tal. & Dist. Dhule

ATTACHED

Assistant Conservator of Forests  
(F.L.C.S. & Campa) Dhule.



(महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यातील नियम ३, ५, ६ आणि ७)

**गाव नमुना बारा (पिकांची नोंदवही)**

(महाराष्ट्र जमीन महसूल अधिकार अभिलेख आणि नोंदवह्या (तयार करणे व सुस्थितीत ठेवणे) नियम, १९७१ यातील नियम २९)

वर्ष	हंगाम	पिकाखालील क्षेत्रांचा तपशील								लागवडीसाठी उपलब्ध नसलेली जमीन		जल सिंचनाचे साधन	जमीन करणाराचे नांव	शेरा	
		मिश्र पिकाखालील क्षेत्र				निर्भेद पिकाखालील क्षेत्र				स्वरूप	क्षेत्र				
		मिश्रणाचा संकेत क्रमांक	जल सिंचित	अजल सिंचन	घटक पिके व प्रत्येकाखालील क्षेत्र			पिकाचे नांव	जल सिंचित						अजल सिंचित
१	२	३	४	५	६ पिकाचे नांव	७ जल सिंचित	८ अजल सिंचित	९	१०	११	१२	१३	१४	१५	१६
			हे. आ.	हे. आ.		हे. आ.	हे. आ.		हे. आ.	हे. आ.		हे. आ.			
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तलाठी ..... ०६/०६/१४															

## Talathi Lallings



(Maharashtra Land Revenue Code & Notes (preparation & keep safety) Rule 1971 section 29)

Village form No. Twelve (Crop Register)

**Village From No. Seven (Form of record of rights)**

**Village :- Lalling**

26 4 27

Assistant Conservator of Forests  
(F.L.C.S. & Campa) Dhule.

ATTESTED

State Revenue Officer  
District: Dhule, Taluka: Campa, No. 499.



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स्थापना: दि. ००/००/००

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# Grampanchayat Office, Arvi, Tal. & Dist. Dhule

Establishment Date - 25-02-1953

Shri. S.S. Marathe, Shri. Sakharam Khandu Shinde Shri. Lotan Piran Gaikwad  
Village Development officer, Vice-Sarpancha Sarpanch

Out word no.29

Date :-19-07-2007

## No Objection Certificate

This is to certify by, The Sarpanch, Grampanchayat Arvi, Tal. & Dist. Dhule (Maharashtra State) that, Grampanchayat have No objection for insert Optical Fiber Line at the edge of forest at Post Arvi border Gat No. [ 335] & [354].

This is to be certified.

Place : Arvi

Date :- 17-07-2007

Sd/xxxx

Village Development officer  
Grampanchayat Laling  
Tal. & Dist. Dhule

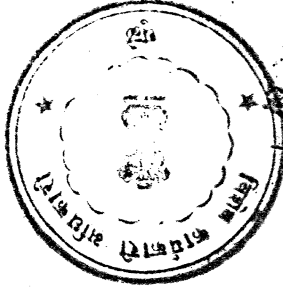
Sd/xxxx

Sarpanch  
Grampanchayat Laling  
Tal. & Dist. Dhule

## ATTES TED

Assistant Conservator of Forests  
(F.L.C.S. & Campa) Dhule.

~~Asbestos / Asbestos Forests~~  
~~(111) / (111) Chule~~



राज्य विभाग कोटा  
विशेष कार्यकारी अधिकारी  
ग्राम नं. ६७९

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पुस्तकालय संख्या: १२३४५६



True copy of Original

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07	2006-	1	Year	
		2	Season	
		3	Code No.of mixed crop	
	Ha.	4	Irrigated	
	Ha.	5	Non -irrigated	
		6	Name of crop	
	Ha	7	Irrigated	
	Ha.	8	Non -irrigated	
		9	Name of crop	
	Ha.	10	Irrigated	
	Ha.	11	Non -irrigated	
Pad	Forest	12	Kind	
163.09	Ha.	13	Area	
		14	Water source	
		15	Name of land Cultivator	
		16	Remark	

Village form No. Twelve (Crop Register)

Survey No.	Sub No.of	Type of land	Name of Khatedar
195	-	-	
Local name of the field			
Cultivable land		Ha.	Aar.
-----		-	-
-----		-	-
-----		-	-
Total		-	-
Pote Kharaba (Area unfit		163	09
for cultivation) Class(A)		-	-
Class (B)		-	-
Total :-		-	-
Assessment Old		.Rs.	Paise
or Special assessment		--	
Government Forest			
Other right			

(TRANSLATED COPY)

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विशेष काव्यकला विशेष  
सिद्धि का. ६७३.

पृष्ठ सं. ६६९.

Assistant Conservator of Forests  
(F.L.C.S. & Campa) Dhule.

20/03/2007

True copy of Original

ATTESTED

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(Maharashtra Land Revenue Code & Notes (preparation & keep safety) Rule 1971 section 29)

Village form No. Twelve (Crop Register)

Survey No.	Sub No. of	Type of land	Name of Khatedar
179	-	-	
Local name of the field			
Cultivable land		Ha.	Aar.
Total		-	-
Pote Kharaba (Area unfit for cultivation) Class(A)		155	97
Class (B)		-	-
Total :-		-	-
Assessment Old		Rs.	Paise
or Special assessment		--	--
Village form No. Twelve (Crop Register)			

(TRANSLATED COPY)

**Village From No. Seven (Form of record of rights)**

**Village :- Purnepada**


**Taluka :- Dhule**



ATTACHED



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*[Handwritten notes:]*

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15-511	1115	<p>பூதம்</p> <p>பூதம்</p> <p>பூதம்</p>
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21/03/2007

**ATTACHED**

True copy of Original

07	2006-	1	Year	
		2	Season	
		3	Code No. of mixed crop	
		4	Irrigated	
		5	Non - irrigated	
		6	Name of crop	
		7	Irrigated	
		8	Non - irrigated	
		9	Name of crop	
		10	Irrigated	
		11	Non - irrigated	
		12	Kind	
		13	Area	
		14	Water source	
		15	Name of land Cultivator	
		16	Remark	

(Maharashtra land Revenue Code & Notes (preparation & keep safety) Rule 1971 section 29)

Village form No. Twelve (Crop Register)

Survey No.	Sub No.of	Type of land holding	Name of Khatedar
354	-	-	
Local name of the field			
Cultivable land		Ha.	Aar.
		-	-
		-	-
		-	-
Total		-	-
Pote Kharaba (Area unit)		1115	84
For cultivation) Class(A)		-	-
Class (B)		-	-
Total :-		-	Paise
Assessment Old		.Rs.	
or Special assessment		--	

**Village :- Arvi**

(TRANSLATED COPY)

**Village From No. Seven (Form of record of rights)**

### Taluka :- Dhule

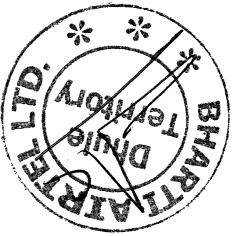
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## CERTIFICATE

We Bharti Airtel Pvt. Ltd. Here by give an undertaking that during that the optical fiber cable laying work taken up by our company along where part of our cable ducts are being laid in forest areas along NH-3 Right of Way, We will restore the land to its original level by proper backfiring, after the excavation and duct laying work is completed.

Date :- 23/12/2014  
Place :- Dhule.

Ambirady Verghese  
Project Manager  
Bharti Airtel Ltd.  
9004069222



bharti airtel limited  
1st floor, mayur plaza,  
opp. kanda batata bhavan,  
mumbai - agra road, dwarka,  
nashik - 422001, india

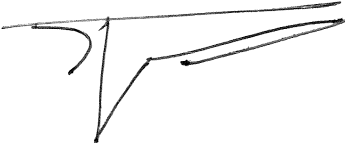
www.airtel.in  
call +91 253 2250 2941

airtel

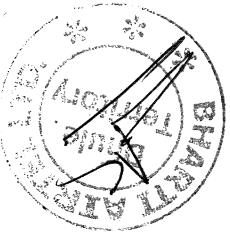
## No Violation of Forest Conservation act 1980 / Guide lines under it

This is to certify that the provisions of Forest Conservation Act 1980 and guide lines under it has <sup>not</sup> been violated in O.F.C. Line Project of Villages Lalling Arvi, Purmepada Tal. Dhule Dist Dhule .

Date :- 28 (2) 2014  
Placa - Dhule

  
Project Manager  
Bharti Airtel Ltd.  
9004069222

regd. office: bharti crescent, 1, nelson mandela road, vasant kunj, phase II, new delhi - 110 070, india  
tel: +91-11-4666 6100 fax: +91-11-4166 6137 e-mail: 121@airtel.com corporate identity number: L74899DL1995PLC070609





2. Cable would be laid keeping in mind future expansion / 4/6 laning of the NH. However we also agree that we shall shift the cables/ducts within 30 days (or as specified by the respective agency/owner) from the date of issued of Notice by the concerned owner to shift / relocate the cables / duct in case it is 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 our own cost and risk.
3. We will not violate the instruction of MORT&H (Ministry of Road Transport & Highways), New Delhi.
4. It is undertaken that the cable will be carried out on the outside of railing / parapets of the bridge / culvert and supported by brackets and fixed outside of the bridge super-structure or as design approved by the Engineer in Charge
5. Cable will be laid under link road by boring system.
6. The agency will notify the concerned PD / Concessionaire at least 15 days in advance before digging trenches along with the road.
7. Adequate arrangement for cautioning the traffic by way of caution board during daytime and danger light at night will be provided by the agency.
8. Each days the extant of digging trenches should be strictly regulated so that the cables are laid and trenches filled up before the close of work that day, the filling should be completed to the satisfaction of Engineer in charge.
9. The agency shall indemnify the road all the damages, if any, due to the digging of trenches for the laying of the cables.

Bharti Airtel Ltd

Authorised Signatory

Amrady Verghese  
Project Manager  
Bharti Airtel Ltd. /  
9004069222



**Authorized Project Manager**  
**Verghese**  
**Bharti Airtel Ltd.**  
**9004069222**

I the authorized signatory on behalf of M/s. Bharti Airtel Limited Add. : 5<sup>th</sup> Floor, Interface - 7, New Link Road, Malad(W), Mumbai - 400064, India having its Regd. Office - Aavali Crescent, Nelson Mandela Road, Vasant Kunj Phase II, New Delhi-110070, India.

Hereby do undertake that in Reference to our ROW Application for the route from, (1) Km.480.5 to Km.482 LHS (2) Km.512 to Km.513 LHS (3) Km.516 to Km.516.6 LHS (4) Km.518 to Km.521 RHS (5) Km.523 to Km.523.5 LHS (6) Km.535 to Km.540 LHS of Vadape Gonde Section of NH3 of NHA land. For a total length of **11.60 Kms**, in the state of Maharashtra.

**UNDERTAKING**

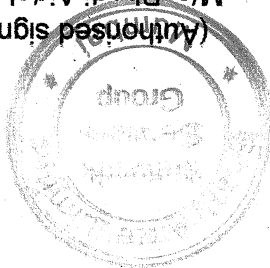
राष्ट्रीय राजमार्ग, दिल्ली, भारत सरकार.  
राष्ट्रीय राजमार्ग, दिल्ली, भारत सरकार.  
राष्ट्रीय राजमार्ग, दिल्ली, भारत सरकार.  
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राष्ट्रीय राजमार्ग, दिल्ली, भारत सरकार.

TREASURY OFFICE NASIK  
KE 688504  
29 JAN 2014  
STRICTLY  
ATC

**MAHARASHTRA**



- 1) We undertake for Submission of performance Bank Guarantor as per NHAI / NORTH norms.
- 2) We undertake for not to damaged, other utilities if damage then we will pay the losses to NHAI or to the concerned agency.
- 3) We undertake to renew the Bank Guarantee as per NHAI / MOST's directives.
- 4) We undertake to indemnify against damage & clause. (xxiv)
- 5) We undertake that we will follow & maintain all the standard condition of NHAI guidelines which we confirmed / satisfied.
- 6) We undertake to effect that if any claim is raised by the concessionaire then the same will be paid by M/s. Bharti Airtel Limited



(Authorised signatory)  
M/s. Bharti Airtel Limited

**Ambrody Verghese**  
Project Manager  
Bharti Airtel Ltd.  
9004069222



PROVIDED THAT this Power of Attorney will cease to have effect from the date it is revoked or it will cease to be operative when the Attorney ceases to be associated with the company, whichever is earlier.

AND I do hereby agree and undertake to ratify and confirm all and whatsoever acts, deeds and things the Attorney shall lawfully do or cause to be done for the purpose aforesaid by virtue of this Power of Attorney.

IN WITNESS WHEREOF, I Tejinder Pal Singh, constituted attorney & Chief Technical Officer (Maharashtra & Goa) of Bharti Airtel Limited, have executed these present on this 16<sup>th</sup> day of May 2014 at Mumbai.

For and on behalf of Bharti Airtel Limited



Mr. Tejinder Pal Singh  
(Attorney Grantor)



Mr. A K Varghese  
(Attorney Holder)

Signed, and delivered by the within	
named Mr. Tejinder Pal Singh	

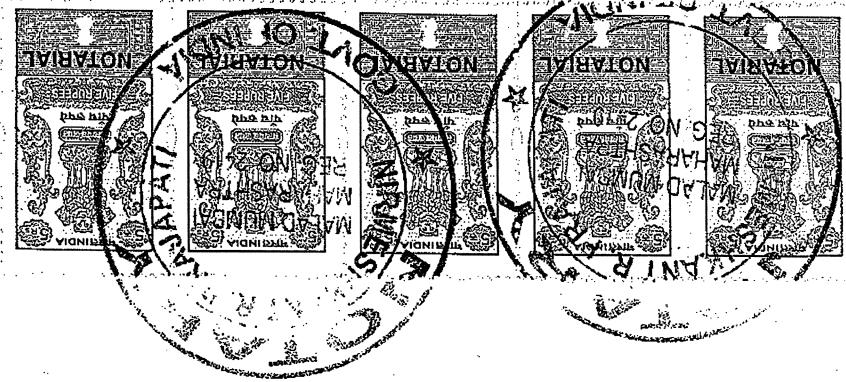
Specimen Signature of Attorney	
Holder Mr. A K Varghese	

WITNESSES:

Entered

Sr. No. 1301  
Page No. 91  
Reg. No. 12  
Date: 16/05/2014

NILESH CHINDHE  
DHIRAJ SETHI



BEFORE ME

Flat No. 6, A Wing, The Malad Vardana Co-op Hsg. Society Ltd.,  
Opp. New-Era Cinema, S. V. Road, Malad (W), Mumbai-64.  
Tel.: 2881 9244 / 2981 3320 M: 9869090821 / 98324 3532  
E-mail: nisheshkhanolkar@gmail.com  
16/05/2014

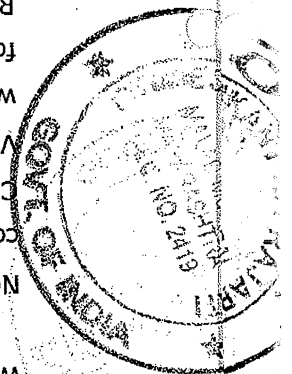
(b) Under the clause 4 of the said Power of Attorney, I am empowered to delegate all or any of the acts and deeds and things mentioned in the said Power of Attorney to officer(s) of the Company;

(c) The Company is required to make and submit application, agreements, papers and documents with State Government, State Government authorities and national highway authorities for obtaining Right of Way permissions as required by the company;

(d) Amongst various other powers granted vide the said Power of Attorney; I have also been vested with the power to make and submit application, agreements, papers and documents with State Government, State Government authorities and national highway authorities for obtaining Right of Way permissions as required by the company. I am desirous of delegating and appointing Mr. A K Varghese, Manager Deployment of the company as my attorney (hereinafter referred to as to 'the Attorney') to act on my behalf for the purpose of effectively discharging the responsibilities for obtaining Right of Way permissions as may be required by the Company.

NOW KNOW ALL MEN BY THESE PRESENT THAT I, Tejinder Pal Singh, constituted attorney & Chief Technical Officer (Maharashtra & Goa) of the Company, do hereby delegate, nominate, constitute and appoint Mr. A K Varghese, Manager Deployment of the Company, so long as he is associated with the Company, as my true and lawful attorney to do, execute and perform for the purpose of effectively discharging the responsibilities for obtaining Right of Way permissions as may be required by the company and to do all or any of the following acts, deeds, matters and things on behalf of the company namely:

1 To execute, sign and make applications, agreements, license, documents, applications, representations for obtaining registration or permission that may be required in the ordinary course of business for the purpose of Right of Way (ROW) for laying Optical Fibre Cables, telegraph lines with State / Central government authorities, statutory authorities, Municipal Bodies / Authorities, National Highway Authorities, other quasi / semi government authorities.



the Company;

By Power of Attorney dated 6<sup>th</sup> February 2014 executed by Mr. Abhay Savargaonkar, Chief Network Operations of the Company, (hereinafter referred to as "the said Power Of Attorney"), I am authorised for doing various acts deeds and things as mentioned in the said Power of Attorney on behalf of

WHEREAS

Attorney as under:-

1, Tejinder Pal Singh, constituted attorney & Chief Technical Officer (Maharashtra & Goa) of Bharti Airtel Limited, having its registered office at Bharti Crescent, 1, Nelson Mandela Road, Vasant Kunj, Phase II, New Delhi - 110 070 and having its Circle Office at 7<sup>th</sup> Floor, Interface, Building no 7, Link Road, Malad (W) (hereinafter referred to as "the Company"), do hereby execute this Power Of

**POWER OF ATTORNEY**

ॐ श्रीगणेशाय नमः

महान गुरुदेव कल्याणल, गुरुदे  
प. अ. वि. क. ८०००००११  
10 APR 2014  
दशम अर्थपत्र

महाराष्ट्र MAHARASHTRA

15 APR 2014

901110 202 11219 11



भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE  
HUNDRED RUPEES



सत्यमेव जयते

भारत INDIA  
INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

विक्री ठिकाना :- उत्तमनगर, सिडको, नविन नाशिक.

अ.नं. 99/12/2014 दि. 99/12/2014 रु. 900/- पैकी रु. \_\_\_\_\_

स्टॅम्प पेमान्ताचे नांव श्री. एन. एस. झाडे

प. नं. 1/2014

पुत्राक पेमान्ताचे कारण श्री. एन. एस. झाडे

हस्त लिखित 2014/12/19

सही/-

श्री. एन. एस. झाडे

स्टॅम्प वेडर

मुद्रकुले हॉल जवळ, उत्तमनगर,  
सिडको, नाशिक.

परवाना क्र. 60/19999

TREASURY OFFICE

KE 688503

29 JAN 2014

STPHC

ATO

Annexure - II

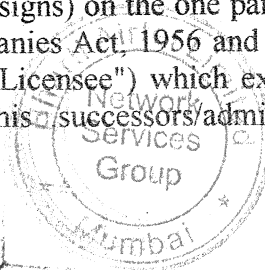
**AGREEMENT REGARDING GRANTING OF RIGHT OF WAY PERMISSIONS  
FOR LAYING TELECOM CABLES/DUCTS**

Agreement to lay Telecom Cables/OFC /ducts from 1) Km.480.5 to Km.482 LHS 2) Km.512 to Km.513 LHS 3) Km.516 to Km.516.6 LHS 4) Km.518 to Km.521 RHS 5) Km.523 to Km.523.5 LHS 6) Km.535 to Km.540 LHS of NHAI land.

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ (month) of 2014 (year)

between \_\_\_\_\_ acting in his executive capacity through \_\_\_\_\_ (hereinafter referred to as the "Authority" which expression shall unless excluded by or repugnant to the context, include his successors in office and assigns) on the one part, and M/s. Bharti Airtel Limited, a company registered under the Companies Act, 1956 and having its Registered Office at New Delhi (hereinafter called the "Licensee") which expression shall unless excluded by repugnant to the context, include his successors/administrator assignees on the second part.

Arjun Verghese  
Project Manager  
Bharti Airtel Ltd.  
9004069222



Whereas the Authority is responsible, inter-alia, for development and maintenance of-lands, in \_\_\_\_\_

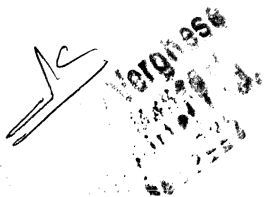
Whereas the Licensee proposes to lay Telecom Cables/ducts in NHAI Land.

Whereas the Licensee has applied to the Authority for permission to lay Telecom Cables/ducts from 1) Km.480.5 to Km.482 LHS 2) Km.512 to Km.513 LHS 3) Km.516 to Km.516.6 LHS 4) Km.518 to Km.521 RHS 5) Km.523 to Km.523.5 LHS 6) Km.535 to Km.540 LHS of road/route Vadape to Gonde. (Km. 539/500 to Km. 440/0) Section of NH3.

And whereas the Authority has agreed to grant such permission on the terms and conditions hereinafter mentioned.

Now this agreement witnesses that in consideration of the conditions hereinafter contained and on the part of the Licensee to be observed and performed, the Authority hereby grants to the Licensee permission to lay Telecom Cables/ducts as per the approved drawing attached hereto subject to the following conditions, namely.

- 1) The cable shall always be laid at the edge of the Row. In case of restricted width of Row, which may be adequate only to accommodate the carriageways, central verge, shoulders, slopes of embankment and drains, the cables shall be laid beyond the toe line of the embankments and clear of the drain, in cases where cable ducts with sufficient space are already available along NH, the cables shall be laid in such-ducts subject to technical requirements being fulfilled. Present policy of the MoRTH is to provide a 2.00 m wide utility corridor on either side of the extreme edge of Row where required Row of at least 45m is available, which includes provision for OFC Ducts;
- 2) The top of the casing/conduit pipe containing the cables shall be at least 1.2 m 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 Annexure IV. Any structure above ground shall be



aesthetically provided for / landscaped- with required safety measures as directed by the concerned Authority;

3) The Licensee shall ensure making good the excavated trench for laying cables by proper filling and .compaction, so as to restore the land in to the same condition as it was before digging the trench, clearing debris/loose earth produced due to execution of trenching at least 50 m away from the edge of the right of way;

4) A Performance Bank Guarantee @ Rs.100 per route meter 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. The above charge of Rs.100/m is liable to be reviewed every 5 years. For clarification, it is hereby mentioned that 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. 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. 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.

  
Anil Verghese  
Project Manager  
Bharati Airtel Ltd.  
900406922

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;


- 5) 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 cables/ducts may be carried outside the railings/parapets and supported on brackets fixed to the outside of the bridge superstructure. The fixing and supporting arrangement with all details shall be required to be approved in advance from the concerned Authority which has granted such permission.- Additional cost on account of fixing and supporting arrangement as assessed by the Authority shall be payable by the Licensee.
- 6) The Licensee shall shift the cables/ducts 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 cables/ducts, 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.
- 7) The Licensee shall be responsible to ascertain from the respective agency in co-ordination with Authority, regarding the location of other cables, cable duct, underground installations/ utilities/facilities etc. The Licensee shall ensure the safety and security of already existing cables/underground installations/ utilities/facilities etc. before commencement of the excavation/using the existing cable ducts.
- 8) 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 to make good such damages / recover the claims by forfeiture of Bank Guarantee.

  
Project Manager  
Bharti Airtel Ltd.  
900705222

9) If the Licensee fails to comply with the condition (6) and (7) above to the satisfaction of the Authority, the same shall be executed by the Authority at the cost and risk of the Licensee.

10) 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. Whether the technical requirements are fulfilled or not, shall be decided" by Highway Administration/Government in their sole discretion. In case of any disruption/damage caused to any ^existing user by the subsequent user, the Authority would not be accountable or liable in any manner whatsoever.

11) The., Licensee shall procure insurance from a reputed insurance company against damages to already existing cables/underground installations/utilities/facilities etc. during trenching. 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 a cable, the Licensee has to execute the corresponding restoration -work in a time bound manner. For clarification, it is hereby mentioned that ail 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. 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.

  
Manager,  
tel Ltd.  
04069222



13) The Licensee shall inform/give a notice to the concerned, agency designated by the Authority at least 15 days 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.


14) 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 Authority.

15) 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.

16) ". This permission shall be co-terminus with the validity of license awarded by the Department of Telecommunications (DoT). The permission granted under this Agreement will automatically cease in case of premature termination of the license granted to by the DoT. The Authority also has a right to terminate the permission or to extend the period of Agreement. In case the Licensee wants shifting, repairs or alteration to Telecom Cables/ducts, he will have to furnish a separate Bank Guarantee.


17) That the Licensee shall not without prior permission in writing of the concerned agency in co-ordination with Authority undertake any work of shifting, repairs or alterations to the said Telecom Cables/ducts.

18) In order to avoid repeated digging on the same routes, in cases where cable ducts with sufficient space are already available along NH, laying of cables shall be encouraged in such ducts subject to technical feasibility in terms of interference etc. In cases where such ducts are not available, the Licensee is free to lay voluntarily extra ducts/conduits with extra capacity so as to take care of future needs. The capacity/excess capacity can be commercialized by the


  
Amb. ty Marghese  
Project Manager  
Bharat Intel Ltd.  
600455222

Licensee with suitable mutual agreements with the Authority or his designated agency. However, the creation of excess capacity by the, Licensee is not a precondition for RoW permission granted herein.

- 19) 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.
- 20) During the subsistence of this Agreement, the 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 Authority so that the right of the Licensee to the use thereof shall not become absolute-and infeasible by lapse of time.
- 21) The Licensee shall bear the Stamp Duty charged on this Agreement.
- 22) The Telecom Cables shall not be brought into use by the Licensee unless a completion certificate to the effect that the Telecom Cables/ducts 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. Three copies of 'as laid drawings' of utilities (hard and soft copies) with geotagged photographs and geotagged 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 with in a month of completion of works.
- 23) Notwithstanding anything contained herein, this Agreement may be cancelled at any-time by the 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.

  
Ajay Verma  
Project Manager  
BTL APMC Ltd.  
90-109222

- 24) The Licensee shall have to provide safety measures like barricading, danger lighting and other necessary caution boards while executing the work.
- 25) If any traffic diversion works are found necessary during the working period, such diversion shall be provided at the cost of I. licensee.
- 26) After the termination, /expiry of the agreement, the Licensee shall 'remove' the cable/ducts 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 cable/ducts. However, before taking up the work of the removal of cables the Licensee shall furnish a Bank Guarantee to the Authority for a period of one year for an amount of assessed by the Authority as a security for making good the excavated trench by proper filling and compaction, clearing debris, loose earth products due to excavation of trenching at least 50 m away from the edge of the RoW .
- 27) The enforceability of the RoW permission granted herein shall be restricted to the extent of provision /scope of service contained/defined in the license agreement of the Licensee with DoT and for the purpose for which it is granted. Either by content or by intent, the purpose extending this RoW facility is not to enhance the scope of License of the Licensee with the DoT.
- 28) Any disputes in interpretation of the terms and conditions of this Agreement or their implementations shall be referred to the High Level Committee comprising the designated representatives of the Authority, Licensee and the concerned agencies and the decision of the committee shall be final and binding on all.
- 29) For PPP projects, in case of any financial loss incurred by the respective project concessionaires due to such laying/shifting of cables/cable ducts 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.
- 30) The permitted Highway on which Licensee has been granted the right to lay cable/duct has also been granted as a right of way to the concessionaire under the

  
Ambrad Verghese  
Project Manager  
M&C Pvt. Ltd.  
222

concession agreement for upgradation of Vadape to Gonde section from Km 539/500 to 440/00 section of NH No.3 (AH-46) on Build Operate & Transfer Basis and therefore, the Licensee shall honour the same. 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 AUTHORIZED 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 BHARATI AIRTEL LTD. (LICENSEE)

By SHRI \_\_\_\_\_

(Signature, name & address with stamp)

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

IN PRESENCE OF WITNESSES):

1.

2.

  
A. Brady Vergara  
Prop. & Managing  
Director  
Bharati Airtel Ltd.  
900122222

  
Bharati Airtel Ltd. Network

# LICENCE AGREEMENT

FOR

## NATIONAL LONG DISTANCE SERVICE



GOVERNMENT OF INDIA  
MINISTRY OF COMMUNICATIONS  
DEPARTMENT OF TELECOMMUNICATIONS  
SANCHAR BHAVAN, 20 - ASHOKA ROAD, NEW DELHI-110001

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**LICENCE AGREEMENT  
FOR  
NATIONAL LONG DISTANCE SERVICE**

LICENCE NUMBER 10-25/2001-BS-I (ol)

**LICENCE AGREEMENT**

This AGREEMENT is made on the 29th day of November (month)  
2001 (year) on behalf of and between the President of India acting  
through Shri Ram Krishna (Name), Director (BS),  
Department of Telecommunications (DOT), Government of India, Sanchar Bhavan,  
20 Ashok Road, New Delhi-110 001 (hereinafter called the LICENCOR) of the  
FIRST PARTY

AND

M/s Bharti Telesonic Limited  
a company registered under the Companies Act 1956, having its registered office at  
acting through Shri T.R. DUA, Authorised Signatory  
the authorized signatory (hereinafter called the LICENCEE which expression shall,  
unless repugnant to the context, include its successor in business, administrators,  
liquidators and assigns or legal representatives) of the SECOND PARTY.

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

# GOVERNMENT OF INDIA

## MINISTRY OF COMPANY AFFAIRS

Delhi (CGO)

B-block Paryavaran Bhawan, CGO Complex, Lodhi Road, New Delhi - 110003, Delhi, INDIA

Corporate Identity Number : L74899DL1995PLC070609

### Fresh Certificate of Incorporation Consequent upon Change of Name

IN THE MATTER OF M/s BHARTI TELE-VENTURES LTD

I hereby certify that BHARTI TELE-VENTURES LTD which was originally incorporated on SEVENTH day of JULY NINETEEN NINETY FIVE under the Companies Act, 1956 (No. 1 of 1956) as BHARTI TELE-VENTURES LTD having duly passed the necessary resolution in terms of Section 21 of the Companies Act, 1956 and the approval of the Central Government signified in writing having been accorded thereto under Section 21 of the Companies Act, 1956, read with Government of India, Department of Company Affairs, New Delhi, Notification No. G.S.R 507 (E) dated 24/06/1985 vide SRN A00144337 dated 24/04/2006 the name of the said company is this day changed to BHARTI AIRTEL LIMITED. and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given under my hand at Delhi (CGO) this TWENTY FOURTH day of APRIL TWO THOUSAND SIX.



*(Signature)*  
(DR. NAVRANG SAINI)  
Registrar of Companies  
Delhi (CGO)

(54)

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :

1. In consideration of the payment of Entry fee and due performance of all the terms and conditions mentioned in SCHEDULE -I annexed hereto, on the part of the LICENCEE, the LICENSOR does, hereby grant, under section 4 of the Indian Telegraph Act, 1885, on a non-exclusive basis, this LICENCE to install, operate and maintain the NLD Service Network and provide NLD Services within the territorial boundaries of the country.
2. Subject to clause (1) herein above, the LICENCE hereby granted will remain valid for 20 (Twenty) years from the Effective Date unless revoked earlier.
3. The LICENCEE hereby agrees and unequivocally undertakes to fully comply with all the terms and conditions stipulated in this LICENCE Agreement and without any deviation or reservation of any kind.
4. Unless otherwise mentioned or appearing from context, the Guidelines issued in respect of National Long Distance Service including the application form attached therewith, shall form part and parcel of this agreement. Provided that in case of conflict or inconsistency on any issue relating to this LICENCE Agreement, the terms set out in the body of this agreement with schedule annexed thereto shall prevail.
5. Effective Date of the LICENCE shall be the date on which the LICENCE is signed.





BS

10-16/2003-BS-I  
Government of India  
Ministry of Communications & Information Technology  
Department of Telecommunications  
Sanchar Bhawan, 20 Ashok Road, New Delhi-110001  
(Basic Service Group)

Dated: January 29, 2004.

To  
M/s Bharti Infotel Limited  
Qutab Ambience  
H-5/12, Old Mehrauli Road  
New Delhi- 110 030.

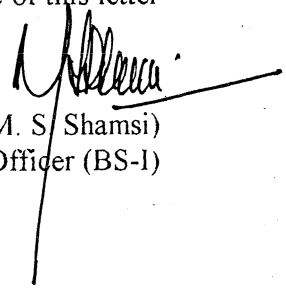
**(Attn. Shri Anil Sharma – Vice President, Corporate Affairs)**

**Subject :- Change of name of Bharti Telesonic Limited- Reg.**

With reference to letter dated 30.9.2003 on the above subject, the undersigned is directed to inform that amalgamation of BHARTI BROADBAND NETWORKS LIMITED and BHARTI TELESONIC LIMITED with BHARTI TELENET LIMITED in terms of the final order passed by the Hon'ble High Court of Delhi dated 29.08.2003, and the change of name of M/s BHARTI TELENET LIMITED to M/s BHARTI INFOTEL LIMITED as per the certificate dated 10.09.2003 issued by Register of Companies, NCT of Delhi and Haryana, have been noted and taken on record.

It is, however, brought to notice that such newly created entity shall unconditionally and unequivocally fulfil and discharge all obligations and responsibilities of the erstwhile licensee company without any deviation or reservation.

The Performance and Financial Bank Guarantees submitted to the Department shall be amended within one week from the date of issue of this letter to incorporate the new name.

  
(M. S. Shamsi)  
Section Officer (BS-I)


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IN WITNESS WHEREOF the parties hereto have caused this Agreement to be  
executed through their respective authorized representatives on the 29th (day)  
November (month), 2001 (year).

For BHARTI TELESONIC LIMITED

Signed, for and on behalf of the  
President of India

(Name)

  
(RAM KRISHNA)  
DIRECTOR (BS)  
इ.स. संचार विभाग, नई दिल्ली  
Offl. of Telecom, New Delhi

Signed on behalf of MS

Bharti Telesonic Limited Authorized Signatory

by Mr. T. R. Dua, Authorised  
Signatory,

Authorised Signatory authorised in  
Accordance with the Resolution  
No. — dt. 28.11.2001  
Passed by the resolution of Board  
of Directors.

IN PRESENCE OF:

1

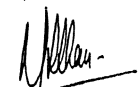
Signature

Name

Occupation

Address

Place

  
M.S. Shamsi  
Secy in office (BS-1)  
DoT, Sanchar Bhawan  
20-Ashoka Road, New Delhi-110001



2


Signature

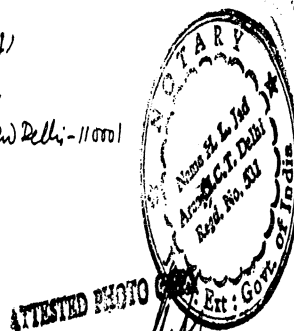
Name

Occupation

Address

Place

  
SATISH KEJRIWAL  
DY. GENERAL MANAGER  
BHARTI H S/12 OUTSTATION  
MOTILAL ROAD, NEW DELHI  
29/11/2001



NOTARY PUBLIC  
11 GF 94, Meghnot Building,  
Vehru Place, New Delhi-110017

  
12 JUN 2002

COMPANY NO. 88756

CERTIFICATE OF REGISTRATION OR ORDERS OF COURT CONFIRMING  
AMALGAMATION OF COMPANIES.

Section 391 (2) and 394 of the Companies Act, 1956.

Certified that the certified copy of the Delhi High Court Order in

CP No. 287/04287/04 dated 21/5/05 regarding the

amalgamation of undermentioned company / companies:

Bharti Infotel Ltd. and  
Bharti Cellular Ltd.

with M/s. Bharti Tele Ventures Ltd. (Transferor Company)

has been registered under the Companies Act, 1956.

Given under my hand at NEW DELHI this 9<sup>th</sup> day of June

Two Thousand Five.



*(Signature)*  
9.6.05  
(R. K. Sah)  
(Assistant Registrar)

ASST. REGISTRAR OF COMPANIES  
NCT OF DELHI & HARYANA

58

COMPANY NO. SS-48085

CERTIFICATE OF REGISTRATION ORDERS OF COURT CONFIRMING  
AMALGAMATION OF COMPANIES.

Section 891 (2) and 394 of the Companies Act, 1956

Certified that the certified copy of the Delhi High Court Order in C.P. No. 287/201  
dated 21/9/05 regarding the amalgamation of undermentioned company  
/companies.

M/S Bharti Cellular Limited (Transferor)

With M/s. Bharti Tele-Ventures Ltd (Transferee)  
has been registered under the Companies Act, 1956.

Given under my hand at NEW DELHI this 9th day of  
June 2005 Two Thousand Five



(R.D. KASHYAP)  
DY. ASST. REGISTRAR OF COMPANIES  
NCT OF DELHI & HARYANA

COMPANY NO. SS-70609

CARTIFICATE OF REGISTRATION ORDERS OF COURT CONFIRMING  
AMALGNANTION OF COMPANIES.

Section 391 (2) and 394 of the Companies Act, 1956

Certified that the certified copy of the Delhi High Court Order in C.P. No. 289/80  
dated 31-05-80 regarding the amalgamation of undermentioned compe  
/companies.

M/s. Bharti Cellular Ltd. - SS-48085

M/s. Bharti Infotel Ltd. - SS-88756

~~are~~ (Transferor Companies)

With M/s. Bharti Tele-Ventures Limited, SS-70609  
has been registered under the Companies Act, 1956. (Transferee Company)

Given under my hand at NEW DELHI this 09th day of  
June Two Thousand Five



(D.R. Chaturvedi)  
DY. REGISTRAR OF COMPANIES

NCT OF DELHI & HARYANA