



महाराष्ट्र MAHARASHTRA

विक्री ठिकाण :- उत्तमनगर, सिडको, नविन नाशिक.

अ.नं. १८७३३ दि. १३/२/१४ रु. १००/- पेंकी रु. _____

स्टॅम्प देण्याकडे दिव. मि. ए. ए. ए. ए. ए. मि.

रा. मि. ए. ए. ए. ए. ए.

मुद्रांक देण्याकडे कारण मि. ए. ए. ए. ए. ए.

हस्तो मि. ए. ए. ए. ए. ए.

सही/-

श्री. एन. एस. झाडे
स्टॅम्प वेंडर
बुरगुले हॉल जवळ, उत्तमनगर,
शिडको, नाशिक.
परवाना क्र. ६८/१९९९

TREASURY OFFICE NASIK
KE 688610
29 FEB 2014
29 JAN 2014
SYPHC A

UNDERTAKING

We, M/s. Bharti Airtel Ltd. having its location at, 5th Floor, Interface – 7, New Link Road, Malad(W), Mumbai – 400064, Maharashtra, India. & Regd. Office at Aravali Crescent, Nelson Mandela Road, Vasant Kunj Phase II, New Delhi-110070, India.

Hereby undertake that:-

1. Bharti Airtel Ltd. shall be solely responsible / liable for full compensation / indemnification of concerned agency / aggrieved owners for any direct or consequential damages caused to them / claim or replacements sought for at our cost and risk.

Ambrady Verghese
Project Manager
Bharti Airtel Ltd.
9004069222

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


Ambrady Verghese
Project Manager
Bharti Airtel Ltd. /
9004069222



महाराष्ट्र MAHARASHTRA

29 JAN 2014

સંપૂર્ણ સવારે નાંચે મીઠી લકરડોળ ખાઈ.

UNDERTAKING

- 1) We undertake for Submission of performance Bank Guarantor as per NHAI / MORTH 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 indemnity 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



(Authorized signatory)
M/s. Bharti Airtel Limited


Amraby 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 16th day of May 2014 at Mumbai.


For and on behalf of Bharti Airtel Limited




Mr. Tejinder Pal Singh
(Attorney Grantor)



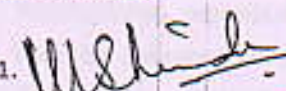
Mr. A K Varghese
(Attorney Holder)

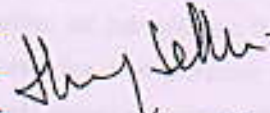

Signed, and delivered by the within
named Mr. Tejinder Pal Singh


Specimen Signature of Attorney
Holder Mr. A K Varghese

WITNESSES:

Entered

1. 
NILESH SHINDE
Sr. No. 1301
Page No. 91
Reg. No. 12
Date: 16/05/2014


DHIRAJ SETHI



BEFORE ME


16/05/2014

Flat No. 6, A Wing, The Mated Yojana Co-op Hsg Society Ltd.,
Opp. New Era Cinema, S. V. Road, Malad (W), Mumbai-64,
Tel.: 2681 9244 / 2781 3320 M. 9869090522
E-mail: nileshshinde@rediffmail.com
nileshshinde@gmail.com

- (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.



महाराष्ट्र MAHARASHTRA

TREASURY OFFICE
KE 688503
29 JAN 2014
STPHC ATO

विक्री ठिकाना :- उत्तमनगर, सिडको, नविन नाशिक.
अ.नं. 9912/12 दि. 9912/12 रु. 9001 पैकी रु.
स्टॅम्प घेणाऱ्याचे नांव श्री. एन. एस. झाडे
प. नं. 1 श्री. एन. एस. झाडे
प्राप्त केण्याचे कारण स्टॅम्प वेडर
हस्तोक्षर श्री. एन. एस. झाडे
सही/- *[Signature]* श्री. एन. एस. झाडे
हस्तोक्षर श्री. एन. एस. झाडे
पदवर्णना क्र. 60/1999

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.

[Signature]
Authorized Signatory
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


The stamp is circular and contains the text "MORTH" and "NHAI" along with some illegible handwritten notes.

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.


Anurady Verghese
Project Manager
Bisatti Airtel Ltd.
9004069227

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
Bharati Airtel Ltd.
900-003222

- 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,
Airtel Ltd.
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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. Terghesa
Proj. Manager
Bharat Nidhi Ltd.
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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.


Prady Verghese
Product Manager
Bh. 50-2222

- 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 extend 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


Anuradha Verghese
Project Manager
Mahanadi 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.

Network


A. Brady Vergha
Project Manager
Bharati Airtel Ltd.
90011222

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	Project Details :-	
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	Length & Width	Area 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 afforestation or penal compensatory afforestation 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. Vaghule
Amirady V. Vaghule
Project Manager
Bharti Airtel Ltd.
9004069222