

**Govt of India**  
**Ministry of Road Transport & Highways**

Transport Bhawan  
No.1 Parliament street  
New Delhi-110001

No.RW/NH-33044/44/2013-S&R(R)

27th  
Date: November, 2013

To

M/s Reliance Jio Infocomm Limited  
3<sup>rd</sup> floor, Maker Chamber IV,222,  
Nariman Point, Mumbai-400021

**Sub:-** Single window permission for Right of Way for laying of Optical Fibre Cable(OFC) along National Highways in various states of India for Roll out 4<sup>th</sup> generation (4G) Broad band services.

Sir,

Please refer to your letter nos. RJIL/OFC/ROW/MoRTH/13-14/01 dated 19<sup>th</sup> August 2013 enclosing therewith registration certificate for infrastructure provider category-I (IP-I) registration no.370/2011 dated 23-06-2011 from Ministry of communication & IT (Department of Telecommunication) and RJIL/OFC/ROW/MoRTH/13-14/04 dated 17<sup>th</sup> Oct 2013 wherein request for laying OFC within RoW of National Highways in different states was made. Further in your above letter, it has also been emphasised that as per guidelines issued by Ministry of Road Transport & Highways vide letter no. RW/NH-33044/27/2005/S&R(R) dated 06/07.08.2013, which inter-alia states that for work involving laying of cables along National Highways in different states or National Highway of project length exceeding 500 Km in one state Chief Engineer( Standards, Research & Technology) (R) MoRTH shall be the approving authority. As per your proposal the permission for laying OFC in about 18974 Km length of National Highways has been sought.

In view of the above and as per the Ministry's guidelines, the following approval for laying the OFC for the stretches of National Highways mentioned at Annex-I is accorded;

- i) The National Highways, where ever RoW of 45 m or more is available the OFC may be laid at the extreme end of RoW. Further, in cases where cable ducts with sufficient space already exist along NH, the cables shall be laid in such ducts subject to feasibility and technical requirement being fulfilled.
- ii) The OFC cable should not be laid directly on any structure/bridges. 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 cable/duct may be carried outside the railing/ parapets and supported on brackets fixed to the outside of super structure . However, fixing and supporting arrangement with all details may be submitted along with recommendation of concerned field officials for granting permission.
- iii) In case of RoW less than 45m or restricted width of RoW, the licensee/infrastructure provider may discontinue the cable laying along NHs and explore the possibility of laying it along other feasible routes through private land or otherwise. In case if any other feasible route is not available, the proposal for such stretches may be submitted along with route

details, such as existing utilities, trees, details of RoW certified by concerned field authority in charge of that section of national highways for consideration and permission.

This permission is subject to the following;

1. Either the content or by intent, the purpose of extending RoW facility is not to enhance the scope of license of a Licensee and such RoW permissions are only enabling/ facilitating in nature.
2. The cable shall always be laid at the edge of the RoW and RoW shall be available to Licensees to the extent of provisions contained in their license agreements and the reinstatement charges shall be borne by such Licensees.
3. 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 Licensee to the Authority's designated agency i.e Project directors (PDs) NHAI or Executive Engineers/Divisional Engineer NH division PWD for the stretch under their jurisdiction, 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/its designated agency 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.
4. 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. In case any shifting or alteration in the position of the laid Telecom Cables is required due to widening of highways and constructing of flyovers or bridges, the Licensee shall do the same at his own cost at a later date within specified period indicated by the respective agency.
6. Licensee shall ensure safety and security of all underground installations/ utilities/ facilities and shall be solely responsible for compensation/indemnification of concerned authority for damage caused/claims or replacements sought for at the cost and risk of licensee.
7. The top of the casing/ conduit pipe containing the cables shall be at least 1.2 m below the top of sub grade or the existing ground level whichever is lower, subject to being at least 0.3 m below the drain inverts.
8. 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 may be disposed at least 50m away from the edge of the right of way.
9. 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 in case utility duct is not available on such bridges. The fixing and supporting arrangement with all details shall be required to be prepared in consultation with field officers in charge of that section of NHs and should be got 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.

10. 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.
11. The Licensee shall be responsible to ascertain from the respective agency in co-ordination with Authority, regarding the location of other cables, cable ducts, underground installations/ utilities/ facilities etc. Licensee shall ensure the safety and security of already existing cables/ underground installation/ utilities/ facilities etc. before commencement of the excavation/ using the existing cable ducts.
12. 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.
13. 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 /its designated agency at the cost and risk of the Licensee.
14. No Licensee shall claim exclusive right on the RoW and any subsequently 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.
15. The Licensee shall procure insurance from a reputed insurance company against damages to already existing cables/ underground installations/ utilities/ facilities etc. during trenching before start of work.
16. 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 all required restoration work subsequent to laying of the cable shall be required to be undertaken by the Licensee at its cost 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.

17. 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 designated agency /authority.
18. 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.
19. This permission shall be co-terminus with the validity of license awarded by the Department of Telecommunication (DoT). The permission granted under this Agreement will automatically cease in case of premature termination of 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 of Licensee wants shifting, repairs or alteration to Telecom Cables/ ducts, he will have to furnish a separate Bank Guarantee.
20. 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.
21. 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 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/its designated agency for verification and record within a month of completion of works.
22. The Licensee shall have to provide safety measures like barricading, traffic regulatory measures and other necessary caution boards while executing the work.
23. If any traffic diversion works are found necessary during the working such diversion shall be provided at the cost of Licensee.
24. For PPP projects, in case of any damage 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.

This approval will be effective after signing of the agreement with concerned field officials/Project Directors of NHAI for the National Highways entrusted with NHAI and Chief Engineer (NH) for the National Highways entrusted with state govt and is valid till one year from the date of submission of bank guarantee to the concerned field officials. Works may only be started after submission of Bank guarantee as desired and finalised by concerned field officials as per the


stipulation of the guidelines and obtaining necessary insurances as stipulated in agreement. A copy of such agreement may also be submitted to Ministry for reference and record.

It is requested that all the relevant stipulations of Ministry's guidelines and conditions of agreement may be followed scrupulously for laying the OFC. Any deviations from the guidelines /agreement is not allowed unless specific relaxation/exemption is accorded by authority/Ministry

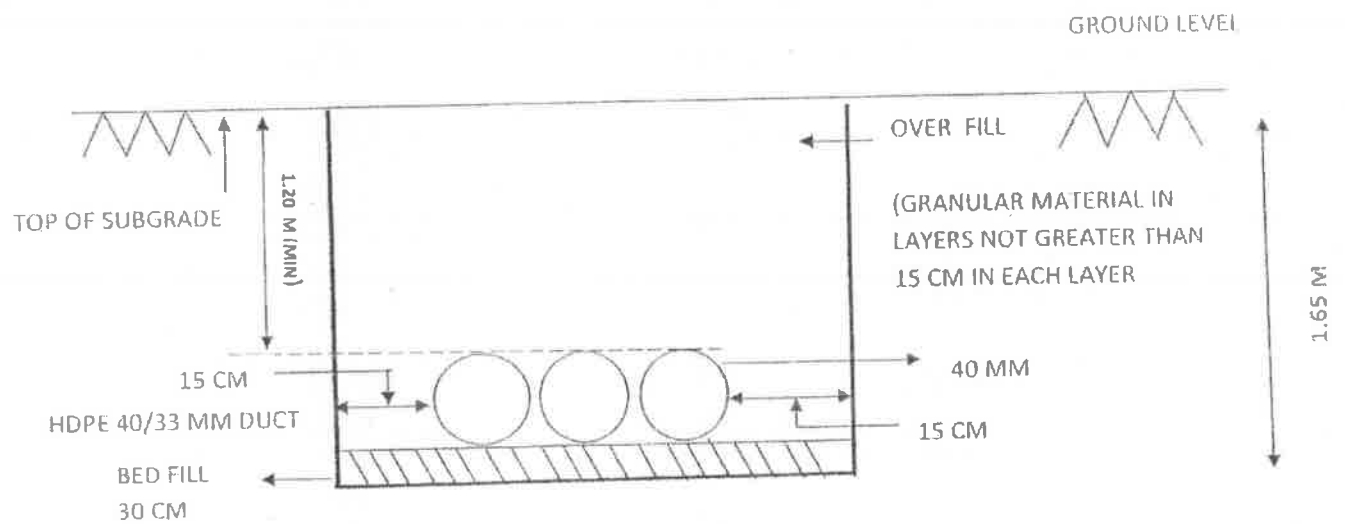
  
(Digvijay Mishra)  
SE (S, R&T) (Roads)  
For DG (RD) &SS

Encl:- Methodology proposed, and list indicating chainages NH wise (as per the strip plan submitted by the licensee ) in the state .

Copy to:- Concerned field officials/Project Directors, NHAI /Chief Engineer(NH) as per list attached :- It is requested that wherever RoW of 45 m or more is available in the reaches enclosed with this letter , the licensee may be allowed to lay the OFC at the extreme end of RoW following the Ministry's guidelines after obtaining the required BGs and insurances etc. The reaches and the jurisdiction of PDs/EE/DEs needs to be reconciled and actual requirement of BGs may be worked out and as built drawing must be prepared accordingly as well and submitted to Ministry. The permission is only for the use of licensee/infrastructure provider M/s Reliance Jio Infocomm Limited. The Duct/trench should not be used for commercialisation by the licensee unless a separate mutual agreement with the authority / Ministry is signed in this regard. However in case of restricted width of RoW, licensee may be directed to prepare strip plan showing various existing features like various utilities including existing OFC laid by other firms, trees , existing RoW ,proposed RoW in near future and proposed location of OFC cables , and the same may be submitted after authentication for considering permission for such routes/stretches. Record of OFC along National Highways may please be maintained as stipulated in the Ministry's guidelines.

  
(Digvijay Mishra)  
SE (S, R&T) (Roads)  
For DG (RD) &SS

TYPICAL CROSS SECTION OF TRENCHING FOR OFC LAYING



*Handwritten signature*

## Uttar Pradesh

Chief Engineer ( NH)
Project Director-PIU Gorakhpur National Highways Authority Of India ,
Project Director-PIU National Highways Authority Of India , Allahabad
Project Director-PIU National Highways Authority Of India , Kanpur
Project Director-PIU National Highways Authority Of India , Lucknow
Project Director-PIU National Highways Authority Of India , Aligarh
Project Director-PIU National Highways Authority Of India , Varanasi
Project Director-PIU National Highways Authority Of India , NHAI Boat Vihar Ghaziabad
Project Director-PIU National Highways Authority Of India , NHAI Faridabad
Project Director-PIU National Highways Authority Of India , ,NHAI Rajnagar Ghaziabad
Project Director-PIU National Highways Authority Of India , ,NHAI Meerut
Project Director-PIU National Highways Authority Of India , NHAI Agra

## Annex - 1

State	Roadno.	Chainage KM to KM	Total
Uttar Pradesh	NH - 2	KM 713.461 to KM 741.961	28.539
		203.4-216.9	12.6
		218.9-219.9	1
		221.8-229.4	7.6
		234.8-236.4	1.6
		243.1-258.5	15.4
		5 to 10	5
		KM 180 to KM 161.8	27.652
		KM 189.5 to KM 180	
		KM 264 to KM 289.4	25.4
		KM 278.2 to KM 284.7	6.5
		KM 284.4 to KM 289.2	4.8
		KM 551 to KM 570.8	19.75
		KM 610 to KM 647.8	37.816
		KM 630 to KM 610	20
		KM 742 to KM 784.8	42.8
		KM 785.9 to KM 788.8	2.899
		KM 8 to KM 14.8	6.758
		KM 818 to KM 843	25
		KM 843 to KM 855	12
	NH - 2 Total		303.11
	NH - 232 235	KM 153.4 to KM 213	59.645
	NH - 232		59.645
	NH - 235	46-67	21
	NH - 235 Total		21
	NH - 24	166-186	20
		183.1 -236	53.925
		33-49.7	16.7
		56.3 to 84.3	28
	NH - 24 Total		178.76
	NH - 24B	KM 20.995 to KM 74.495	53.505
		KM 74.5 to KM 78.6	4.105
	NH - 24B Total		57.61
	NH - 25	KM 19.877 to KM 59.377	39.494
	NH - 25 Total		39.494
	NH - 27	KM 15.4 to KM 46.627	38.598
		KM 46.627 to KM 54	
	NH - 27 Total		38.598
	NH - 28	10 to 21.9	11.941
		KM 13 to KM 19.2	6.183
		KM 136.901 to KM 170	33.099
		KM 170 to KM 195.222	25.222
		KM 201.059 to KM 251.059	50
		KM 30.5 to KM 88	57.498
	NH - 28 Total		213.86
	NH - 34	KM 162.55 to KM 176.25	13.658
	NH - 34 Total		13.658



NH - 43	KM 196.6 to KM 231	33.998
	NH - 43 Total	33.998
NH - 56	KM 115 to KM 86.3	28.7
	KM 167 - KM 116.1	50.878
	KM 209 to KM 170.67	38.284
	NH - 56 Total	117.86
NH - 58	116&96-102& 90	32
	31.5 --46.3	14.562
	KM 5.5 to KM 13.2	7.745
	NH - 58 Total	54.307
NH - 72	143-104	39.045
	NH - 72 Total	39.045
NH - 73,72	40-0 to 90.7	50.707
	NH - 73,72 Total	50.707
NH - 75	KM 258.5 to KM 247.5	11
	NH - 75 Total	11
NH - 75E	KM 263.5 to KM 302.5	39
	NH - 75E Total	39
NH - 76	KM 412 to KM 420	7.724
	KM 420 to KM 458	62.681
	KM 458 to KM 482.7	
	NH - 76 Total	70.405
NH - 86	KM 38.6 to KM 91.8	53.24
	KM 8.1 to KM 38.7	30.622
	KM 92.1 to KM 128.1	36
	NH - 86 Total	119.86
NH - 91	0 t 18.6	18.6
	0 t 19	19
	0 to 4	4
	0 to 8.5	8.5
	141.4-170.3	28.897
	172.6 - 203	30.408
	89.16 to 72.3 & 231 to 269	54.257
	KM 203 to KM 243	40
	KM 268 to KM 304.5	36.5
	KM 301 to KM 350	48.964
	NH - 91 Total	289.13
NH - 91A	KM 126 to KM 156.2	58.191
	KM 156.2 to KM 184.2	
	KM 57 to KM 106	48.981
	NH - 91A Total	107.17
NH - 96	KM 118.7 to KM 122	18.945
	KM 122 to KM 137.6	
	KM 82.5 to KM 42	58.194
	KM 101 to KM 118.7	
	NH - 96 Total	77.139
NH - 59	6 - 28.594	22.594
	NH - 59 Total	22.594
Uttar Pradesh Total		1958
Grand Total		1958