

HYDERABAD GROWTH CORRIDOR LIMITED

Lr. No.: 386/CGM(T)/HGCL/TAB&TC/T-Fiber/18-19

Date: 03.06.2021

To
The Managing Director,
Telangana Fiber Grid Corporation Ltd.,
7th Floor, Splendid Towers,
SP Road, Begumpet, Hyderabad - 500003

Sir,

Sub:- HMDA/HGCL - ORR Project - Telangana Fiber Grid Corporation Ltd.(T-Fiber) - ITE&C Department -Request for permission to use the ducts along the ORR for laying the Fiber cable to T-NOC - Reg.

Ref:- 1) MD, T-Fiber Lr. No. TFIBER/Operatoins/HGCL/2020-21/678, dt.: 01-02-2021.
2) 386/CGM(T)/HGCL/TAB&TC/T-Fiber/18-19, dt.: 20-04-2021.
3) MD, T-Fiber Lr No. T-Fiber/Operations/HGCL/2020-21/909 Dt: 27.04.2021
4) 386/CGM(T)/HGCL/TAB&TC/T-Fiber/18-19, dt.: 17-05-2021.
5) Managing Director, T-Fiber Lr. No. T-FIBER/Operations/HGCL/2020-21/940,
dt.: 25-05-2021

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With reference to your letter vide 5th cited, it is to inform that, your request for permitting Telanagna Fiber Grid Corporation Ltd to commence the work pending submission of Security Deposit and execution of lease Agreement is approved by competent authority subject to a condition that the Security Deposit and lease Agreement to be finalised by 21.06.2021.

Further, you are requested to contact and inform the following officer of HGCL during the course of Execution of Work:

S No	Name Of Personnel	Designation	Reach
1	Kishore Kumar	DGM(T)-I	Ch: 0+000 to 46+000
2	P Ravinder	DGM(T)-II	Ch: 46+000 to 83+000
3	Rizwanundin	DGM(T)-III	Ch: 83+000 to 12+000
4	Chandra Sekhar	DGM(T)- IV	Ch: 121+000 to 158+000

Further, while execution of the work the conditions stipulated in ref 2nd cited should be followed meticulously without any deviation. There are 8 ducts provided under the service road footpath. Duct No. 1 (towards B.T. Carriage way) on LSR(Left Service Road) outer side (drawing enclosed) is allotted to T Fiber. If duct No. 1 is not available for any reason for any stretch, T Fiber has to approach HGCL with the specific reasons for change of duct number, with relevant drawings and data.

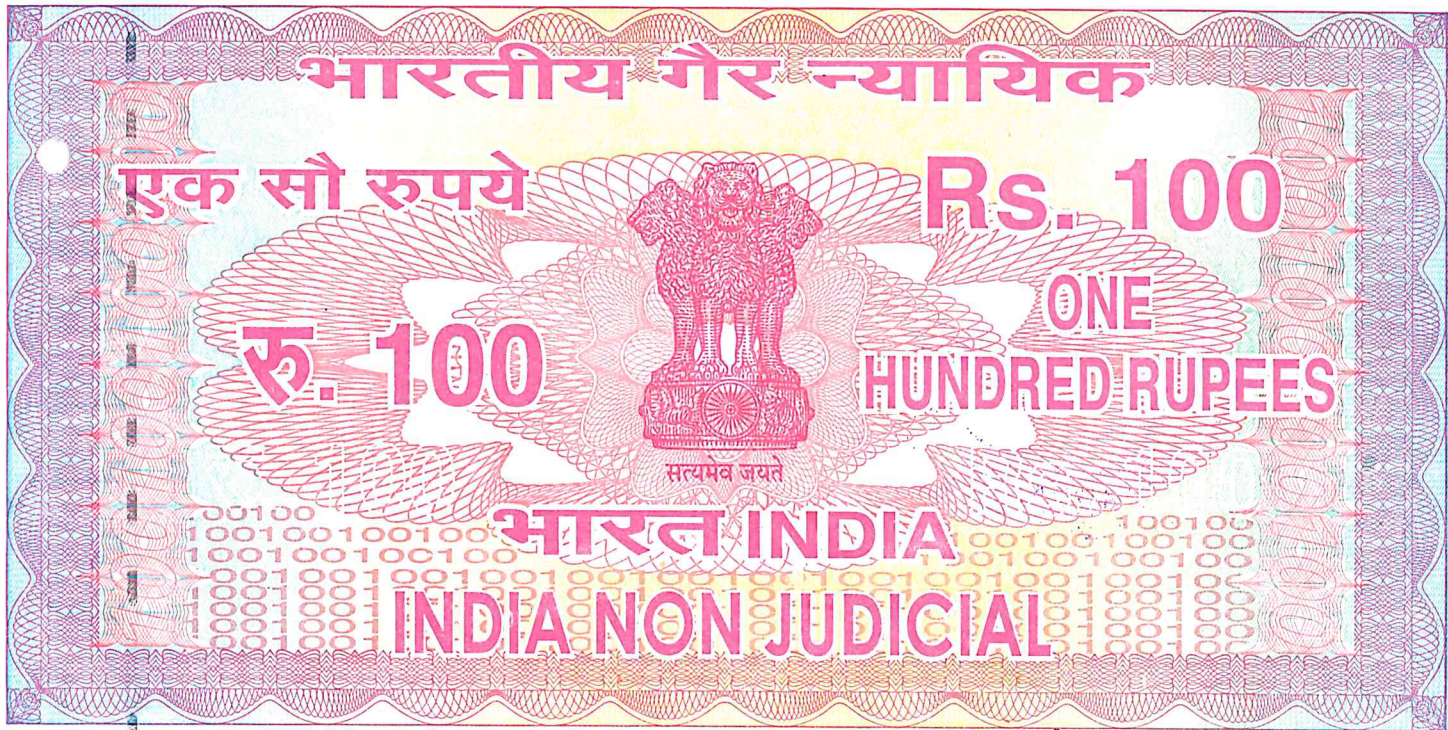
Yours Sincerely


Chief General Manager, Tech-II,
HGCL

Copy submitted to the MD, HGCL for favour of information.

Copy Submitted to CGM(T)-I for information.

Copy Submitted to all DGMs to oversee that the conditions of lease are followed without any deviation.



తెలంగాణ తేలంగానా TELANGANA

S.No. 4458 Date 29/6/2021 Rs. 100/-

Name Sujal Kasampuri

S/o. V. V. Subhash

Whom Telangana Fiber Grid Corporation Ltd

V. VIJAYA LAXMI

AF 224939

LICENCED STAMP VENDOR

S.V.L. No. 15-24-805/2019, Ren. No. 15-24-037/2019
H.No. 1-2/A, Janwada Vill. & G.P., Shankarpally (M),
Ranga Reddy Dist., TELANGANA, Cell: 91214 06802.

LEASE AGREEMENT

Lease Agreement No: LA/09/CGM(T)/HGCL/TAB&TC/T-Fiber, Dt. 29-06-2021

Name of work: HGCL – Permission to use the ducts along the ORR for laying the Fibre cable to T- NOC.

This agreement made on this 29th day of June, 2021 between Hyderabad Growth corridor Limited, a company registered under the Companies Act 1956, represented by the Chief General Manager (Tech), HGCL (hereinafter referred to as the “Authority/ Licensor” having its office at HGCL Office Building 2nd Floor, Khajaguda Road, Adjacent to ORR, Nanakramguda, Hyderabad-5000104, which expression shall unless excluded by or repugnant to the context, include his successors in office and assigns) on the one part.



For Telangana Fiber Grid Corporation Ltd.

Managing Director

AND

M/s. Telangana Fiber Grid Corporation Ltd. (T-Fiber) represented by Mr. Sujai Karampuri and having its Office at 7th Floor, Splendid Towers, SP Road, Begumpet, Hyderabad 500003 (hereinafter called the "Licensee") which expression shall unless excluded by repugnant to the context, include his successors/administrator assignees/business partners on the second part.

This Agreement is for Permission to use the ducts along the ORR for laying the Fibre cable to T- NOC as per the following terms and conditions:

1. To pay upfront for an amount of Rs. 2,00,00,000.00 (Rupees Two Crore Only) + Applicable GST @ 18% i.e Rs. 36,00,000/- (Total Rs. 2,36,00,000/-)
2. The Balance amount of Rs. 3,00,00,000.00 Crores can be paid in 3 consequent years @ Rs. 1,00,00,000.00 (Rupees One Crore Only) per year on or before 31st of May 2022, 2023, 2024 with applicable GST.
3. The applicant shall furnish Bank Guarantee for a period of one year for an amount of Rs. 81,77,972 /- (Eighty One Lakhs Seventy Seven Thousand Nine Hundred and Seventy Two Only/-) drawn in favour of Managing Director, HGCL payable at Hyderabad towards performance security deposit against improper filling / un satisfactory compaction / damages caused to other underground installation etc., the BG furnished will be refunded after completion of work satisfactorily.
4. The Applicant shall pay an amount of Rs. 3,58,46,250/- (Three Crores Fifty Eight Lakhs Forty Six Thousand Two Hundred and Fifty Only/-) through DD/BG drawn in favour of Managing Director, HGCL payable at Hyderabad towards Restoration charges, the restoration charges will be refunded after completion of work satisfactorily.
5. The Permission granted is on lease basis for a period of 20 years from the date of grant of permission and shall not in any way be deemed to convey to the Telangana Fiber Grid Corporation Ltd. (T-Fiber) any ownership right or interest in route / land / property



For Telangana Fiber Grid Corporation Ltd.

Managing Director

6. The applicant shall carryout DIT (Direct Integrity Test) at their own cost. If at any place/stretch, the duct is not available for any reason, the agency has to lay the required duct at their own cost.
7. There are 8 ducts provided under the service road footpath. Duct No. 1 (towards B.T. Carriage way) on LSR(Left Service Road) outer side (drawing enclosed) is allowed to the applicant. If duct No. 1 is not available for any reason, the applicant has to approach HGCL with the specific reasons for change of duct number, with relevant drawings and data.
8. Service Roads are discontinued at certain locations, particularly at Railway crossings, water bodies etc. At such locations, it is the responsibility of the Agency to take necessary permissions from the relevant Authorities etc for laying duct and cable.
9. The applicant has to cross the road only by augur boring without disturbing the existing BT road and the locations will be indicated by the Supervision Consultants / Departmental Staff at site.
10. The applicant shall have no right over the pipe line and they shall be permitted only to run the utility service line through the land. The department shall have full right to permit the other departments / organizations to run another utility service lines adjacent the same which is going to be caused by the applicant.
11. Pipe line / utilities shall be shifted at their own cost and risk when ever HGCL requires improve / widen the road and no compensation will be paid and no ROW shall be provided by HGCL for the same.
12. The applicant shall not without prior permission in writing from HGCL undertake any work of shifting repairs or alterations to the said utility.
13. The Permission granted shall not in any way be deemed to convey to the applicant any owner ship right or interest in route / land or property.
14. Notwithstanding to conditions herein the permission granted may be cancelled at any time by breach of any condition and applicant shall neither be entitled to any compensation for any loss caused to it.
15. No applicant shall claim exclusive right on the right of way and any subsequent user will be permitted to use the ROW subject to the technical requirements fulfilled.
16. The pipelines / utilities shall be underground at approved depth. The applicant shall have to provide the safety measures like barricading, danger lighting and other necessary caution boards while executing the work and during the maintenance.



For Telangana Fiber Grid Corporation Ltd.


Managing Director

17. Laying of utility service lines shall be laid under close supervision of Departmental / Authorized Officers, without damaging the existing utilities and cables of other Departments.
18. Any deviations in length of utility line permitted to be utilized shall not be allowed and permission shall be deemed to be cancelled if any of the above conditions are violated.
19. If HGCL requires doing some emergency work or any other authorized cutting the applicant will provide an observer within 24 hours. HGCL will not be responsible for any damage of any kind by what so ever means natural or otherwise.
20. After termination/expiry of the permission, the applicant shall remove the pipe lines / utilities within 90 days and the site shall be brought back to the original condition failing which the applicant will lose the right to remove the lines.
21. In case of requirement for purpose of development of road, the permission will be revoked without in any manner being liable for disruption of services.
22. The applicant has to lay RCC NP-4 class pipes of suitable dia for ducts / pipes across the ORR / VUP / cross roads and encasing work needs to be ensured.
23. While laying the underground pipeline if any sheet rock / boulders are encountered the same shall be removed by chiseling operations only. Blasting operations will not be permitted.
24. The deposit amount will be forfeited if applicant causes damages / violates any of the conditions stipulated. Notwithstanding this, the applicant will not be permitted to take up further work and the applicant has to make good to HGCL, all the losses occurred on account of the damages, if any, by the acts of the applicant.
25. The work has to be carried out as per the schedule permitted by the Independent / Supervision Consultants or Engineers of HMDA / HGCL.
26. The work should not interfere with main work of ORR and ensure that the traffic should not be interrupted. The applicant has to carry out the work in due consultation with Independent / Supervision Consultants of ORR / Engineers HMDA / HGCL or their representatives. However, EOT extension of timeline beyond a period of Ninety(90) days on a case to case basis for completion of work where Row approvals from Central Agencies is required.
27. The work has to be completed within 90 days period from the date of according permission. Failing to complete the work the permission accorded stands cancelled and no further work will be allowed. The permission charges and the deposit amount will be forfeited.



For Telangana Fiber Grid Corporation Ltd.


Managing Director



28. No further repairs will be permitted in this reach by way of excavation in the ORR.
29. The applicant shall strictly comply with the above conditions and any other instructions given by HMDA/HGCL from time to time.
30. The applicant shall indemnify HGCL from any all risks associated with granting this permission. The permission can be revoked at any time without assigning any reasons.
31. After completion of works, the applicant shall hand over the same to concerned for further maintenance.

That the following letters and correspondence are falling part of the Lease agreement.

- 1) T-Fiber Lr. No. TFIBER/Operatoins/HGCL/2020-21/678, dt.: 01-02-2021.
- 2) 386/CGM(T)/HGCL/TAB&TC/T-Fiber/18-19, dt.: 20-04-2021.
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- 5) Managing Director, T-Fiber Lr. No. T-FIBER/Operations/HGCL/2020-21/940, dt.: 25-05-2021.

IN WITNESSES WHERE OF the parties have signed this Lease Agreement on the date above mentioned in the presence of the Witnesses. Signed, sealed and delivered by the said Employer and the Contractor.

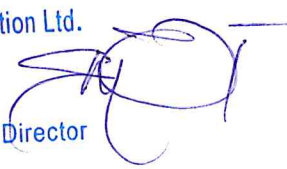
Binding Signature of the authorized
Representative of the Employer :



Chief General Manager (Tech),
HGCL Office Building, 2nd
Floor, Khajaguda, Adjacent to
ORR,
Nanakramguda, 500 104,
Telangana,
India
E-mail: cgmhgcl@gmail.com

Binding Signature of the authorized
Representative of the Contractor :

For Telangana Fiber Grid Corporation Ltd.

Managing Director


The Managing Director,
Telangana Fiber Grid Corporation
Ltd.,
7th Floor, Splendid Towers,
SP Road, Begumpet, Hyderabad -
500003
E-mail: dir_es@telangana.gov.i