

नेटवर्क टाकणा-या अभिकरणांना/
संस्थाना मार्गाचा हक्क देण्याबाबतचे
शासनाचे धोरण

महाराष्ट्र शासन

सामान्य प्रशासन विभाग

शासन निर्णय क्र. डीआयटी /फाईल - ०३ /३३६

मंत्रालय, मुंबई - ४०० ०३२

दि. १ एप्रिल, २००६

- पहा - १) महसूल व वन विभाग क्र. जमीन १०/२०००/सीआर ९१/जे-आय, दि. २७.४.२०००
२) महसूल व वन विभाग क्र. जमीन १०/२०००/सीआर ९१/जे-आय, दि. १६.६.२०००
३) मा. तं. सं. क्र. सी ओ एम २००१/सीआर १०५/०१/३९ दि. २२.११.२००१

प्रस्तावना

राज्यात नेटवर्क उभारण्यासाठी अनेक खाजगी / सार्वजनिक क्षेत्रातील संस्था कार्यरत आहेत. असे नेटवर्क ("नेटवर्क" म्हणजे ऑप्टिकल फायबर केबल/तांब्याची केबल/वाहिन्या (Duct)/प्रणाली (Conduit) चे जाळे यांना यापुढे नेटवर्क या नावाने संबोधित करण्यात येईल) टाकण्यासाठी विविध शासकीय विभाग आणि नागरी/ ग्रामीण स्थानिक स्वराज्य संस्था यांच्याकडून परवानगी घेणे आवश्यक असते. सार्वजनिक बांधकाम विभाग, जिल्हा परिषद, नगरपालिका प्राधिकरणे, इतर नगर विकास प्राधिकरणे आणि महसूल व वन विभाग यांच्या प्रशासकीय नियंत्रणाखाली असलेल्या राज्याच्या मालकीच्या जमिनीखालून नेटवर्क टाकण्यास इच्छुक असलेल्या संस्थाना परवानगी (मार्गाचा हक्क याबाबत) देण्यासाठी शासनाने वर नमुद केलेल्या निर्णयान्वये धोरण निश्चित केले होते. तथापि ग्रामीण भागात दुरसंचाराच्या मुलभूत सुविधा निर्माण होण्याच्या दृष्टीने ग्रामीण भागात परवानाशुल्क बाबक पुर्नविचार करणे, ५% कॅशलेस इक्विटी शेअर्स चा विकल्प व्यवहार्य नसल्याने रद्द करणे , परवाना शुल्काची रक्कम परिगणीत करण्याच्या पध्दतीत सुसुत्रता आणणे या सारख्या बाबींची सुधारीत कार्यपध्दती अमलात आणण्याचा प्रस्ताव शासनाच्या विचाराधीन होता.

शासन निर्णय :

नेटवर्क टाकणा-या अभिकरणांना/ संस्थाना मार्गाचा हक्क देण्याबाबतचे शासनाचे धोरणा बाबत पुर्वी निर्गमीत केलेले वरील तीन्ही निर्णय अधिक्रमित करुन शासन पुढीलप्रमाणे निर्णय घेत आहे.

२. माहिती तंत्रज्ञान संचालनालय हे नेटवर्क टाकण्या-या व्यक्ती / संस्था / परवानाधारक यांना मार्गाचा हक्क देणारे शासनाचे एकमेव संपर्क कार्यालय असेल.

३. दूरसंचार / इंटरनेट सेवा पुरवण्यासाठी भारत सरकारच्या दूरसंचार विभागाकडील विहित परवाना प्राप्त केलेली व्यक्ती वा संस्थानी राज्याचे महामार्ग / रस्ते यांच्या बाजूने , राज्याच्या

जमिनीतुन, नेटवर्क घालण्यासाठी परवाना / मार्गाचा हक्क वेळोवेळी आवश्यक असेल त्यानुसार माहिती तंत्रज्ञान, महाराष्ट्र शासन यांच्याकडे पुढील कागदपत्रांसह अर्ज करावेत :-

- अ. दूरसंचार विभाग, भारत सरकार यांच्याकडून मिळालेल्या लायसनची प्रत.
- ब. प्रस्तावित नेटवर्कच्या मार्गाचा प्राथमिक नकाशा व जमिनीच्या मालकीचा तपशील .
- क. या शासन निर्णयात विनिर्दिष्ट केल्या असतील अशा अटींचे व शर्तीचे स्वीकृती पत्र.

४. अशा अर्जदार व्यक्ती / संस्थांनी मार्गाचा हक्क प्राप्त करण्यासाठी शासनाबरोबर करार केल्यानंतरच, सार्वजनिक बांधकाम विभाग, जिल्हा परिषदा, नगरपालिका प्राधिकरणे, महसूल व वन विभाग आणि इतर शासकीय व अर्धशासकीय मंडळे इत्यादी त्यांना प्रत्यक्ष नेटवर्क टाकण्याची परवानगी देतील. सचिव (माहिती तंत्रज्ञान), सामान्य प्रशासन विभाग वा त्यांनी अधिकृत केलेल्या माहिती तंत्रज्ञान संचालनालयातील अधिकारी हे महाराष्ट्र शासनाच्या वतीने करारावर स्वाक्षरी करण्यास सक्षम असतील. साधारणपणे अर्ज सादर केल्याच्या तारखेपासून १५ दिवसांच्या आत जोडलेल्या विहित नमुन्यात, परवान्याच्या संबंधात करार करावा लागेल. असे परवाने १५ वर्षांचा कालावधीसाठी किंवा दूरसंचार विभागाकडून असे परवाने जितक्या कालावधीसाठी देण्यात आले असतील तो कालावधी यापैकी जो कालावधी कमी असेल त्या कालावधीपर्यंत वैध असेल.

५. पुढील शर्ती पूर्ण केल्यास नेहमीचे परवाने शुल्क / सुविधाकार शुल्क न लादता परवाने दिले जातील.

(अ) ग्रामीण भागात दुरसंचाराच्या मुलभूत सुविधा निर्माण होण्याच्या दृष्टीने ग्रामीण भागासाठी मार्गाच्या हक्काच्या परवाना शुल्काची रक्कम हा शासन निर्णय निर्गमित झाल्याच्या दिनांका पासून माफ करण्यात येत आहे

(ब) मार्गाच्या हक्का बाबत इतर क्षेत्रासाठी (ग्रामीण क्षेत्र वगळता) आकारावयाचे परवाना शुल्क पुढीलप्रमाणे परिगणित करण्यात यावे.

पुढील तक्त्यात दर्शविलेल्या प्रमाणकारी किंमतीच्या दराने अर्जदाराने प्रस्तावित केलेल्या नेटवर्कच्या लांबीनुसार एकुण प्रमाणकारी रक्कम परिगणित करावी

अनुक्रमांक	वाहिन्या / प्रणाली (Ducts/Conduit) यांची संख्या	नगर परिषद क्षेत्र (रु.लाखात प्रति कि.मि.)	महानगरपालिका क्षेत्र (रु.लाखात प्रति कि.मि.)
अ.	२ वाहिन्यां/ प्रणाली साठी	१०	१५
ब.	३-६ वाहिन्यां / प्रणाली साठी	२०	३०
क.	७-१२ वाहिन्यां / प्रणाली साठी	३०	४५
ड.	१२ पेक्षा अधिक वाहिन्यां/ प्रणाली साठी	४०	६०

उतरोक्त पध्दतीने परिगणित केलेल्या एकुण प्रमाणकारी रक्कमेच्या ३% नगर परिषद क्षेत्रासाठी व ६% महानगरपालिका क्षेत्रासाठी परवाना शुल्क निश्चित करण्यात यावे.

(क) उपरोक्त परिच्छेद ५ नुसार परिगणित होणारी एक रक्कमी परवाना शुल्कापैकी अर्धी रक्कम (५०%) अर्जदारास परवानगी देताना शासनास देय असेल. सदर रक्कम अर्जदाराने माहिती तंत्रज्ञान संचालनालयाकडे जमा करावी. तर उर्वरित अर्धी (५०%) रक्कम, ही महानगरपालिका / नगर परिषदा / सिडको / जिल्हा परिषदा व इतर स्थानीक स्वराज्य संस्था / शासनाचे उपक्रम त्यांच्या प्रदेशातून जाणा-या मार्गाच्या लांबीच्या प्रमाणात मार्गाच्या नकाशांना मान्यता देण्यापूर्वी अर्जदारा कडून वसूल करतील.

(ड) शासन निर्णय क्र. सी ओ एम २००१/सीआर १०५/०१/३९ दि. २२.११.२००१ अन्वये यापूर्वी ५% कॅशलेस इक्विटी शेअर्स चा विकल्प निवडणा-या ज्या संस्थांचे इक्विटी शेअर्स शासनाने स्विकृत केलेले नाहीत, त्या संस्थाना शासन निर्णय क्र. सी ओ एम २००१/सीआर १०५/०१/३९ दि. २२.११.२००१ नुसार परिगणित होणा-या परवाना शुल्काची रक्कम सर्व क्षेत्रासाठी त्या कालावधीकरिता माहिती तंत्रज्ञान संचालनालयाकडे व महानगरपालिका / नगर परिषदा / सिडको / जिल्हा परिषदा व इतर स्थानीक स्वराज्य संस्था / शासनाचे उपक्रम यांचेकडे जमा करावी.

(इ) परवानाधारक व्यक्ती वा संस्था, परवाना कालावधीमध्ये महाराष्ट्र शासनाची कार्यालये तसेच महानगरपालिका, नगर परिषदा आणि जिल्हा परिषदा यांची कार्यालये यांना कमीत कमी २ mbps (करार नाम्यातील परीच्छेद क्र. ३ नुसार) इतकी बँड विड्थ स्वतंत्रपणे आणि निःशुल्क वापरण्यास देईल.

६. महाराष्ट्र शासन / स्थानिक स्वराज्य संस्था यांची कार्यालये २ mbps पर्यंत बँड विड्थ प्राप्त करण्यास हक्कदार असतील. माहिती तंत्रज्ञान संचालनालय हे स्थानिक स्वराज्य संस्था, महाराष्ट्र शासनाचे विभाग, शैक्षणिक संस्था इत्यादीं नेटवर्क द्वारे जोडण्यासाठी समन्वय करील.

७. ग्रामीण, नगर परिषद व महानगरपालिका क्षेत्रात नेटवर्क उभारण्याबाबत परवानगी देणारी सक्षम प्राधिकरणे पुढीलप्रमाणे असतील :-

- अ) सिडको, महाराष्ट्र औद्योगिक विकास महामंडळ इ. बाबत संबंधित प्राधिकारणाचे स्थानिक कार्यकारी प्रमुख परवानगी देतील.
- ब) राष्ट्रीय महामार्गाच्या बाजूची जमीन बाबत संबंधित मुख्य अभियंता, सार्वजनिक बांधकाम विभाग परवानगी देतील.
- क) द्रुतगती महामार्ग, राज्यमार्ग, प्रमुख राज्यमार्ग, राज्य क्षेत्राकडील प्रमुख जिल्हामार्ग व इतर जिल्हामार्ग यांबाबत संबंधित मुख्य अभियंता, सा.बां.वि., महाराष्ट्र शासन परवानगी देतील.
- ड) स्थानिक क्षेत्राकडील प्रमुख जिल्हामार्ग, इतर जिल्हामार्ग व ग्रामिण मार्ग या बाबत संबंधित जिल्हा परिषदेचे मुख्य कार्यकारी अधिकारी परवानगी देतील.
- इ) वन जमिनीबाबत प्रधान वनसंरक्षक, नागपूर व राष्ट्रीय महामार्गाबाबत केंद्र शासनाच्या वतीने संबंधित मुख्य अभियंता, सा.बां.वि. परवानगी देतील.

८. खाजगी जमिनीमधून जाणा-या नेटवर्कच्या बाबतीत, संबंधित महसूल अधिका-याने महाराष्ट्र जमीन महसूल संहिता, १९६६ याच्या कलम ४९ अनुसार कार्यवाही करावी.

९. वन जमिनीमधून जाणा-या नेटवर्कच्या बाबतीत, प्रधान मुख्य वनसंरक्षकाने महसूल व वन विभाग, शासन निर्णय क्र.एफ् एल् डी १०००/सीआर३०१/एफ्-१०, दि.१६ ऑक्टोबर, २००१ व भारत सरकारचे पत्र क्र.११-९/९८/एफ् सी, दि.१६ ऑक्टोबर, २००० या अन्वये कार्यवाही करावी.

१०. उपरोक्त कार्यवाहीनंतर परवानाधारक व्यक्तीच्या वा संस्थेच्या मार्ग नकाशास सक्षम प्राधिकरणाकडून मान्यता मिळेल. महाराष्ट्र शासनाबरोबर केलेल्या कराराच्या अटीनुसार महाराष्ट्र शासनाला/स्थानिक स्वराज्य संस्थांना पहिल्या वर्षी पुरविण्याची प्रस्तावित केलेली जोडणी कोणत्या बिंदूवरून मिळेल ते सुध्दा मार्ग नकाशामध्ये दर्शविण्यांत येईल.

११. परिच्छेद ९ येथे नमुद केलेली सक्षम प्राधिकरणे, अर्ज प्राप्त झाल्याच्या दिनांकापासून १५ दिवसांच्या आत तपशीलवार मार्ग नकाशाला मान्यता देतील. नेटवर्क टाकण्याचे काम ज्या मार्गाने करता येईल असा एखादा पर्यायी मार्ग सुचविण्यास सदर प्राधिकरण सक्षम असेल. नेटवर्कची जागा आणि/ किंवा पुनर्भरण करून पुनः स्थापना करण्याची पध्दती, यामध्ये सक्षम प्राधिका-यास योग्य ते बदल सूचवता येतील. त्यानंतर ताबडतोब, संयुक्तरीत्या स्वाक्षरी करेल.

१२. परिच्छेद ९ येथे नमुद केलेली सक्षम प्राधिकरणे रस्तांचे वारंवार खोदकाम टाळण्यासाठी वा व्यापारी दृष्टीने महामार्ग/ रस्ते बांधताना किंवा त्यामध्ये सुधारणा करतानाच त्यांच्या बाजूने किंवा त्यांना छेदून डक्ट्स /कॅन्डुट (ducts/ conduits) टाकण्याचा पर्याय खुला राहिल. अशा डक्ट्स / कॅन्डुट (ducts/ conduits) अगोदरच टाकल्या असतील अशा ठिकाणी रस्ते/ स्थानिक प्राधिकरणे, परवानाधारकांकडून योग्य ते शुल्क वसूल करून त्यांना अशा डक्ट्स / कॅन्डुट (ducts/ conduits) यांच्या मधुन केबल टाकण्यास आदेश देऊ शकतील.

१३. वर परिच्छेद ९ येथे उल्लेखिलेली परवानगी देणा-या सक्षम प्राधिकरणाला, परवानाधारकाने त्याचे नेटवर्क टाकू इच्छिणा-या एकाहून अधिक परवानाधारकांना संयुक्तरीत्या खोदता व भरता येईल अशा सामायिक खंदकातच घालावी असे विनिर्दिष्ट करण्याचा अधिकार असेल.

१४. नेटवर्क टाकण्याचे काम पूर्ण झाल्यानंतर जमीन पूर्वस्थितीत आणून ठेवणे ही पूर्णपणे परवानाधारकाचीच जबाबदारी असेल. हे काम परवानाधारकाने स्वतःच करावयाचे आहे किंवा परवानाधारक सक्षम प्राधिकरणाला पुनः स्थापना आकार देईल आणि सक्षम प्राधिकरण जमीन/रस्ता/पदपथ यांच्या पुनः स्थापनाचे काम करील ही बाब सक्षम प्राधिका-यास विहित करता येईल. करार अस्तित्वात झाल्यानंतर ६ महिन्यांच्या आत परवानाधारक नेटवर्क टाकण्याचे काम पूर्ण करील.

१५. नेटवर्क घालण्याचा अधिकार हा सदर संस्थेपुरताच मर्यादीत असणार नाही. महाराष्ट्र राज्य त्याच्या संपूर्ण स्वेच्छाधिकारात कितीही व्यक्ती वा संस्थांना/ अभिकरणांना महाराष्ट्र राज्यात नेटवर्क उभारण्याची परवानगी देऊ शकेल.

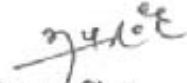
१६. या निर्णयान्वये ज्यांना लायसन देण्यात आले आहे अशा व्यक्ती वा संस्था शासनाची विनिर्दिष्ट परवानगी घेतल्याशिवाय, त्याने घातलेल्या वाहिनीमध्ये उपलब्ध असलेल्या अधिक जागेची विक्री करणार नाही, ती भाडेपट्ट्याने देणार नाही, ती अभिहस्तांकित करणार नाही किंवा अन्यथा तिचा व्यापार करणार नाही. अशी परवानगी ही महाराष्ट्र शासनाने निश्चित केलेल्या अटी व शर्तीवर दिली जाईल.

१७. या शासन निर्णयाच्या तरतुदीनुसार महाराष्ट्र शासनाशी करार केलेल्या व्यक्ती वा संस्था दि. ३१-३-२००८ पर्यंत माहिती तंत्रज्ञानातील उद्योग म्हणून समजले जाण्यास पात्र असतील.

सदरचा शासन निर्णय वि.वि अनऔ संदर्भ क्र. २३६/०६/व्यय४ दि. १०.०३.२००६ अन्वये दिलेल्या सहमतीस अनुसरून निर्गमित करण्यात येत आहे.

हा शासन निर्णय दि. २४.०१.२००६ पासून अंमलात येईल.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नावाने,


(भ. प्र. सिंह)

शासनाचे सह सचिव, (माहिती तंत्रज्ञान)

प्रत मुख्यमंत्र्यांचे प्रधान सचिव, मंत्रालय.
महसूल मंत्र्यांचे प्रधान सचिव, मंत्रालय.
राज्य महसूल मंत्र्यांचे प्रधान सचिव, मंत्रालय.
मुख्य सचिव, मंत्रालय.
प्रधान सचिव उद्योग, मंत्रालय.
प्रधान सचिव नगर विकास, मंत्रालय.
सचिव ग्रामविकास, मंत्रालय.
सचिव (रस्ते) सार्वजनिक बांधकाम विभाग, मंत्रालय.
इतर सर्व मंत्रालयीन विभाग, मंत्रालय, मुंबई - ३२

प्रत योग्य कार्यवाहीसाठी

सर्व विभागीय आयुक्त.
सर्व जिल्हाधिकारी.
जमाबंदी आयुक्त व संचालक भूमि अभिलेख, महाराष्ट्र राज्य, पुणे.
सर्व आयुक्त, महानगरपालिका.
सर्व मुख्याधिकारी, नगरपरिषदा/ नगर पंचायत.
सर्व जिल्हा परिषदांचे मुख्य कार्यकारी अधिकारी.
मुख्य कार्यकारी अधिकारी, महाराष्ट्र औद्योगिक विकास महामंडळ.
मुख्य अभियंता, सार्वजनिक बांधकाम विभाग, मुंबई/ पुणे/ नाशिक/ औरंगाबाद/ नागपूर/ अमरावती.
मुख्य अभियंता (विशेष प्रकल्प) सार्वजनिक बांधकाम विभाग, माजगांव, मुंबई - ४०० ०१.
मुख्य अभियंता, राष्ट्रीय महामार्ग कोकण भवन, नवी मुंबई.
व्यवस्थापकीय संचालक, सिडको
प्रधान मुख्य वनसंरक्षक, नागपूर.

Agreement for Right of Way to the Licensee

Agreement to lay a Network

This Agreement is made on the _____ between the Governor of Maharashtra exercising executive powers of the Government of Maharashtra (hereinafter referred to as "GOM" which expression shall, unless repugnant to the context or meaning thereof include its successors and assigns) of the One part. And _____ a company registered under the Companies Act 1956 and having its registered Office at _____ (Hereinafter called the "Licensee" which expression shall, unless repugnant to the context or meaning therefore include his successor/administrator or assigns) of the other part.

AND WHERE AS the Licensee is a Company wanting to lay a network for laying such Network in the state of Maharashtra (Hereinafter called "Network" which expression shall, unless repugnant to the context or meaning therefore include of Optical Fiber Cables / Copper Cable and laying Ducts/Conduits/Cable.

AND WHERE AS the Licensee has applied to the GOM for permission to lay Network on the land.

AND WHEREAS the GOM 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 GOM hereby grant to the Licensee permission to lay a network as per the approved drawing attached hereto as Annexure A, subject to the following conditions, namely:

1. Extent of License

- 1.1 The GOM hereby grant to the licensee, permission to lay a network of subject to the terms and conditions contained herein.
- 1.2 The License shall be valid for laying a maximum of _____ ducts and operation of laying of network under the route plan should be completed by.
- 1.3 The License is for laying the Network within _____ to a total running length _____ km on the land detailed in Annexure-1 and also indicates in the route plan enclosed at Annexure -2.
- 1.4 The Network for each section under the route plan shall be laid by the Licensee after obtaining the commencement certificate as provided in Clause 4.11 of this agreement. Such commencement certificates will normally be valid only till the subsequent 31st May. A fresh commencement certificate valid till the next 31st May will be issued subject to the
- 1.5 In case the Licensee has carried out GIS Plan of the route on which the "OFC" has been laid, one soft & hard copy of such GIS plan will be made available to the GOM free of cost.

2. Main terms & Conditions

- 2.1 The License is being granted without levying the usual license fees / Easement charges subject to the condition that Licensee has agreed to provide the GOM the following facilities in lieu of the right of way granted to them:

a) The Licensee has made one time payment of Rs _____ for a total length of _____ Kms, Which is 50 % of the payable amount calculated at normative rates indicated in the Government Resolution No. DIT/ File – 03/336 dated January 24, 2006 ("Resolution") and licensee agrees pay the 50 % amount along with the application for the approval of the route plan to the Competent Authority / Authorities.

- (b) Provide bandwidth of a minimum 2mbps capacity free of cost to be use independent use by each of the Govt. offices, offices of municipal corporations, Municipal council, Zilla Parishad , Gram Panchayat , Government Educational Institution, Government hospitals, Police Stations as to be used as decided by the GOM. Provided more particularly in clause 3.

3. Procedure of providing Connectivity

- 3.1 The Licensee will be required to provide the bandwidth connecting the specified locations as follows :

AREA	YEAR	BANDWIDTH (mbps)	FREQUENCY HOPS	REMARKS
Rural	1 st year	2 mbps	100 Km	Option to give 8 mbps with distance between hops of 100 km. Option to give 16 mbps with distance between hops of 100 km.
	3 rd year	2 mbps	40 Km	
	5 th year	2 mbps	20 Km	
Municipal Council Limits	1 st year	2 mbps	10 Km	Option to give 8 mbps with distance between hops of 10 km. Option to give 16 mbps with distance between hops of 10 km.
	3 rd year	2 mbps	4 Km	
	5 th year	2 mbps	2 Km	
Municipal Corporation Limits	1 st year	2 mbps	5 Km	Option to give 8 mbps with distance between hops of 5 km. Option to give 16 mbps with distance between hops of 5 km
	3 rd year	2 mbps	2 Km	
	5 th year	2 mbps	1 Km	

- 3.2 Bandwidth to be provided to GOM as laid out above is to be provided for every ___duct laid by the Licensee.
- 3.3 GOM may also indicate the department or group of department to whom the connectivity is to be given by the Licensee.
- 3.4 The Licensee will provide a plan of providing connectivity to the specified locations along with the route plan to be submitted by the licensee as per Clause 4.5 of this Agreement. . This proposal will be approved by the Directorate of Information Technology as per Clause 4.11 of this agreement before commencing the work. The tentative list of locations where connectivity would be required is at Annexure 3 (subject to modification at time of route approval in accordance with clause 4.5 and 4.11
- 3.5 The Licensee shall terminate the lighted Network at either the switch room of the Collector / Divisional Commissioner / Mantralaya (in Mumbai.) or at the network operating center as may be intimated by the Government/Collector/Competent Authority.
- 3.6 All the necessary devices as well as the cost of termination of the lighted Network as in clause 3.5 above shall be borne entirely by the Licensee.
- 3.7 If the Licensee is an IP-I license holder, then the Licensee will ensure that its first lesee having an ISP license or an IP-II license shall fulfill the obligation of the Licensee to terminate the

lighter Network at either the switch room of the Collector/Divisional Commissioner/ Mantralaya (in Mumbai) or at network center as may be intimated by the Government/ Collector / Competent Authority.

3.8 GOM will be free to lease the free bandwidth provided to them to the State PSU's or any other organizations in public interest.

4. Procedure for Digging Permission

4.1 Upon the Licensee entering into this agreement, the Licensee will obtain approval of the detailed route plan from the Competent Authority of GOM.

4.2 Following will be the Competent Authority to approve the route plan.

1. Municipal Corporation area } Concerned Municipal Commissioner

2. CIDCO area, Outside } MD CIDCO
Municipal Corporations
Limits.

3. iii) Land along:-

a) National Highways } Concerned Chief Engineer,
PWD(Maharashtra State) on
} behalf of Central Government.

b) Express Highway, State Highways, }
Major State Highways, }
Major District roads of state } Concern Chief Engineer ,PWD
(Maharashtra State)
and Other District roads. }

c) Major District Roads, Other District Roads, } Chief Executive Officer, Zilla
Village Roads with Local bodies, } Parishads /Chief Officer, Municipal
Councils

4. Forest Land } Principal Chief Conservator of forest
(as per Govt. Resolution No. FLD
1000/CR301/F-10 Dtd.13.11.2000)

5. Private Land } Concern Revenue Officer (as per Section
49 of Maharashtra Land Revenue Code
1966)

4.3 The Licensee will carry out a detailed survey and submit route plan to the Competent Authority along with a detailed list of lands/roads upon which the Network is to be laid. This plan shall give exact length over which the Network is to be laid and a plan showing exact locations of the proposed Network.

4.4 Along with the route plan, the Licensee will furnish the details regarding the size of the duct and methodology or its refilling/restoration. The Licensee shall also furnish methodology for crossing of roads, stream, valley or hilly portion for laying of Network.

4.5 The Licensee will also provide locations where the free bandwidth is to be provided by the licensee before the end of the first year as per the conditions in Clause 3 above.

4.6 The Licensee will also make the balance 50 % of the one time payment as per clause 2.1 (a) and provide bandwidth in accordance with clause 2.1 (b) & Clause 3. In case of any difference between the distance for which the network was to be laid and as covered in Clause 1.3 and 2.1

- (a) of this Agreement and that determined as a result of the detailed survey, 50 % of the additional amount for the increase in the length shall also be paid as per Clause 2 (a) and the balance 50 % share of the GOM for the difference will be paid along with the documents to be submitted to the Directorate of Information Technology as per Clause 4.11 below.
- 4.7 The competent authority will examine this route plan and if for any reasons considers that any specific land is to be deleted from the list, may suggest an alternate route. The Competent Authority may also suggest suitable changes in the size of duct and/or the methodology of restoration/refilling. This route will then be approved by the competent authority.
- 4.8 The highway/road/local authorities also have the option of laying Network along/across the highway/roads while constructing/upgrading them to enable future commercial exploitation and to avoid repeating digging of land. Wherever such Network have already been laid, the road/local authorities can require the Licensee to lay Network in such Network after recovering suitable charges from the Licensee for such a facility.
- 4.9 The concerned Govt. Dept. / Statutory body shall not levy any charge or fee for the ROW extended to the agency for laying the network except for the restoration charges or rent for the use of duct / conduit as provided in the agreement
- 4.10 Subject to the provision of Section 5 of this agreement the competent authority will ordinarily grant such permission within a period of 15 days from the date of submission of the proposed route plan.
- 4.11 The copy of jointly signed and approved route plan shall be submitted to Directorate of Information Technology by the Licensee. The Directorate of Information Technology would examine the proposed locations where the free bandwidth is to be provided by the licensee as per the conditions in clause 3 above and suggest any changes that are required therein, and finally approve the same. Any corrections in the agreement to take care of the difference in the route length will also be made simultaneously. Thereafter the Directorate shall give a commencement certificate to the license
- 4.12 Once the detailed route plan jointly signed by the Competent Authority & Licensee has been submitted, this shall be considered as the final clearance. It shall thereafter not be necessary for Dept./ Agencies to issue any further individual clearance. The Licensee may thereafter only be required to give notice to the relevant competent authority before carrying out the digging in specific conditions.
- 4.13 The Licensee will solely responsible for restoring the land to its original condition after the Network has been laid. The competent authority may prescribe as to whether this is to be done by the Licensee or whether the Licensee will pay the restoration charges to the Competent Authority and the restoration of the land/road/footpath will be carried out by the Competent Authority. Wherever the restoration is to be done by the Competent Authority, the restoration charges will be as prescribed by the Competent Authority and shall be payable in advance. Wherever the restoration is to be done by the Licensee, the Licensee will be required to deposit a bank guarantee @ Rs. 25/- per meter towards restoration work. The bank guarantee should be valid for one year.
- 4.14 This bank guarantee mentioned in Clause 4.13 above will ensure that the Licensee makes good the excavated trench for laying of Network by proper filling and compaction, clearing debris/loose earth material obtained as a part of the same execution, at least 50 m away from the edge of the Right-of-Way. This bank guarantee will act as security against improper filling / unsatisfactory service and interference, interruption or failure of any service.
- 4.15 The Licensee will have the option to provide common Bank Guarantee for the purpose prescribed in Clauses 4.13 & 4.14 to GOM, in cases, it wishes to do so. Such Bank Guarantee shall be released after a Certificate of satisfactory restoration has been produced from all the concerned Competent Authorities.
- 4.16 Before digging of trenches for laying the Network on a particular stretch of land as per the approved route plan, the Licensee will give a notice to the Competent Authority indicating the exact street or land over which the work is to be undertaken, the date of starting the work and

the expected date by which the restoration will be completed. The Competent Authority will have a right to propose any modifications to this proposal within a period of 7 days, failing which the Licensee will be deemed to have the necessary permissions to dig on the land provided that necessary bank guarantee has been furnished/restoration charges have been paid and that the proposed digging is strictly as per the approved route plan.

- 4.17 In case the work contemplated herein is not completed to the satisfaction of the competent authority within a period of 11 months from the date of issue relevant Bank Guarantee in this clause 4.13 the Licensee shall either furnish a fresh guarantee or extend the guarantee for further period of one year.

5. Right of Competent Authority to continue digging permission

- 5.1 The competent authority granting the above permission would have a right to specify that the Licensee should lay its Network in a common trench that may be jointly dug and filled up by more than one Licensee wanting to lay Network in the same location.
- 5.2 To determine whether more than one Licensee is interested in laying the Network in a given location for which the Licensee may apply for permission, the competent authority granting such permission may issue a notice to all those who have signed an agreement with GOM for laying the Network, indicating its intention to grant such a joint permission in the specified location. This notice will be issued in the format in Annexure –I.
- 5.3 In the event of more than one Licensee being interested to lay the Network in a given locality coming forward, the competent authority may ask them to nominate a consortium leader from amongst themselves. In case the Licensees can not decide on such a leader mutually, the competent authority will nominate the first applicant seeking permission to lay the Network as the consortium leader.
- 5.4 The Licensees must agree on a common contractor for the digging and laying Network on mutually acceptable terms. The terms of appointment of the common contractor and the use of Network laid by him must be negotiated and crystallized between the multiple Licensees concerned.
- 5.5 Wherever there is only one applicant or where a common implementation schedule is not possible, the permissions would be given for laying the Network.
- 5.6 The Right to lay network is not exclusive. The GOM is at liberty to allow as many entities / agencies to lay OFC network throughout State of Maharashtra at its sole discretion.

6. Network how to be laid

- 6.1 The trenches for laying the Network shall be so dug as in such manner as to cause a minimum inconvenience to the public.
- 6.2 The digging of trenches on each day should be strictly regulated so that Network are laid and trenches filled up before the close of the work that day. Filling should be completed to the satisfaction of the competent authority.
- 6.3 In case of National Highway the Network shall ordinarily be laid at a minimum distance of 1.5 meter from the center of the carriageway. Wherever the right of way is more, the Network shall be allowed to be laid at the edge of the right of way, keeping in view the future widening. Wherever the right of way is less than 30 meter and judicious decision would be taken for permitting the laying of Network at the edge of the existing ROW, duly keeping in view the possible widening plan.
- 6.4 Wherever ROW is restricted and adequate only to accommodate the carriageways, central verge, shoulders and drains (e.g. highways in cutting through hilly / rolling terrain), the Network shall be laid clear of the drain.
- 6.5 The top of the casing / conduit pipe containing the Network shall be at least 1.2 meter below the surface of the road subject also to being at least 0.3 meters below the drain inverts.

- 6.6 The normal size of one trench would be 1.6 meter depth from ground level and 0.5 meter width. If more than one applicant is permitted to lay their Network as per common Programs, the width of trench could be suitably increased but should not be more than 1.2 m in any case.
- 6.7 The Licensee shall ensure making good the excavated trench for laying of Network by proper filling and compaction, so as to restore the land in the same condition as it was before digging the trench, clearing debris/loose earth obtained as a part of execution, at least 50 meters away from the edge of the Right-of-Way.
- 6.8 The entire depth of cutting may be filled either with coarse sand or the excavated trench material, compacted in layers not exceeding 75mm when compacted by ordinary power roller/plate compactor. Special compaction equipment like plate compactor frog-hammer should be utilized besides ordinary power roller.
- 6.9 The Licensee/Licensees shall make his own arrangement for crossing of cross drainage structure, rivers etc. In case, this is not feasible, the Network may be carried on the outside of the railings/parapets and supported on brackets fixed to the outside of the bridge superstructure. The fixing and supporting arrangement with all details should be approved in advance from the Engineer-in-charge of the concerned Competent Authority.
- 6.10 As far as possible, the Licensees shall avoid cutting of the road for a crossing and try to carry out the work by drilling a hole beneath the road pavement. In case any damage is caused to the road pavement in this process, the Licensee/Licensees will be required to restore the road to the original condition at his cost. If due to unavoidable reasons the road needs to be cut for crossing or laying a Network, the Licensee shall deposit the restoration cost as assessed by concerned Competent Authority in charge prior taking up the work.
- 6.11 The Licensee / Licensees shall have to provide a barricading, danger lighting and other necessary caution boards while executing the work.
- 6.12 If any traffic diversion works are found necessary during the working period such diversion shall be provided at the cost of the Licensee. The Licensee has to abide by the directions of the Competent Authority and no appeal /correspondence in this respect shall be entertained.

7. Safety of existing Network, structures, utilities

- 7.1 The Licensee/Licensees indemnifies the GOM for all damages and claims made against them, if any, due to the digging of trenches for laying of the Network.
- 7.2 That the Licensee /Licensees shall be liable for any loss or damage caused to the GOM by obstruction of any natural drainage or any other damage caused due to the said Network.
- 7.3 The Licensee shall be responsible for ascertaining from the Officer-in-Charge of the concerned State Department / Chief General Manager, Department of Telecommunications (DOT) of the area regarding the location of other Network, etc. The Licensee shall ensure the safety of already existing Network before commencement of the excavation. The Licensee shall be responsible for any damage to the existing Network of DOT or any other communication network and will have to get the same repaired or replaced at his cost. The Competent 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 Bank Guarantee mentioned in Clause 4 , if required.
- 7.4 The Licensee shall be responsible for safety of all other underground facilities such as electric line, pipes for water supply and gas, sewage lines, etc. during digging operation. The Licensee shall also be responsible for safety of cross drainage structures. The Licensee shall procure insurance from reputed Insurance Company against damages to these lines during trenching.
- 7.5 If the Licensee fails to comply with the conditions as above, to the satisfaction of the Competent Authority, the same shall be got executed by the Competent Authority at the cost and risk of the Licensee.
- 7.6 In case of the Licensee falling to discharge the obligation of making good of the excavated trench, the Competent 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. mentioned in Clause 4

8. Obligation of the Licensee

- 8.1 The Network should not be brought into use by the Licensee unless a completion certificate to the effect that the Network have been laid in such section in accordance with the approved specifications and drawings and the trenches have been filled up to the satisfaction of the Competent Authority has been obtained from the Competent Authority.
- 8.2 The Licensee shall shift the Network within 90 days from the issue of an notice by the Officer-in-Charge of the concerned Competent Authority to shift/relocate the Network in case it is so required for the purpose of improvement / widening of the road and restore the road land to its original condition at his own cost.
- 8.3 The Licensee shall not without the prior permission in writing of the Competent Authority undertake any work of shifting, repairs or alterations to the said Network wherever the aforesaid work of shifting , repairs , alteration to the Network requires digging of the land surface. For the purposes of clarification, it is expressly clarified that no prior approval in writing would be required from the Competent Authority if the aforesaid work of shifting , repairs alteration to the Network does not involve digging of the land surface.
- 8.4 In case the Licensee wants shifting repairs or alteration to Network, he will have to furnish a fresh Bank Guarantee for the purpose mentioned in Clause (4.13) above.
- 8.5 The Licensee shall not sell, lease, assign or otherwise trade on the extra space available in the duct laid by them except after obtaining specific permission of the Government.
- 8.6 In the event the Licensee sells, transfers, leases or otherwise disposes the Network, with or without the prior permission of GOM, the conditions for the payment of the one time License fees to the extent unpaid as set out in Clause 2.1 (a) and of providing 2mbps Bandwidth contained in Section 2 above, shall automatically and completely devolve on to the new Licensee who acquires any interest in the network laid by the Licensee or otherwise.
- 8.7 The above conditions will also automatically devolve on any other company or person who lays any optical fibre cable or any cable within the ducts that have been constructed by the Licensee as a result of this Agreement.
- 8.8 The GOM or any of its authorized representative will have the right to inspect upon providing reasonable notice the Network, records, switching equipment that the Licensee may have constructed anywhere in the State of Maharashtra with a view to verify that none of the conditions in this Agreement have been violated by the Licensee. The Licensee will provide all necessary cooperation and help to such a representative to carry out the inspection as above.

9. Penalty

In case the bandwidth as per the terms of this is not provided, the Licensee will be liable payment of lease rent / easement charges to GOM / Local bodies as per the usual rates fixed for such purpose.

10 Validity Period of this license and Other Conditions

- 10.1 This License shall be valid for a period of 15 years for a period or such other shorter period for which the Licensee has been given the license by the Department of Telecommunication, Government of India and shall be co-terminus with the said License. The permission granted by the Agreement will automatically cease in case of premature termination of the license granted by Department of Telecommunication
- 10.2 The GOM may renew this License, upon request made by the Licensee in writing , in the event the DOT license extends beyond the term of the original License period, and on mutually agreed terms & conditions the permission granted by this license shall not in any way be deemed to convey to the Licensee any right to or any interest in any Land other than what is herein expressly granted.

- 10.3 That during the subsistence of this License, the Network shall be deemed to have been constructed and continued only by the consent and permission of the GOM so that the right of the Licensee to the use thereof shall not become absolute and indivisible by lapse of time.
- 10.4 Notwithstanding anything contained herein, the license may be cancelled at any time by the GOM for a breach of any material condition of the license and the Licensee shall not be entitled to any compensation for any loss caused to it by such cancellation nor shall it be absolved from any liability already incurred, provided however that no such termination shall take place unless GOM has given a notice of such breach to the Licensee and the Licensee has failed to rectify / cure such breach even after the expiry of a period of 30 days after the receipt of such notice.
- 10.5 After the termination or expiry of the agreement; the Licensee shall remove the Network within 90 days and the site shall be brought back to original condition failing which the Licensee will lose the right to remove the Network. However, before taking up the work of removal of Network the Licensee shall furnish a Bank Guarantee to the concerned State Department for a period of one year for an amount assessed by the concerned state department for making good the excavated trench for laying Network by proper filling and compaction, clearing debris/loose earth obtained as part of digging, at least 50 meter away from the edge of the Right-of-Way.
- 10.6 The Licensee shall bear the stamp duty charged on this agreement

This Agreement has been made in duplicate each Agreement **on a** stamp paper. **Each** party to this Agreement has retained one stamped copy each.

WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET THEIR RESPECTIVE HANDS
THE DAY AND THE YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED **BY**
SECRETARY, INFORMATION TECHNOLOGY

FOR AND ON BEHALF OF THE GOVERNOR OF MAHARASHTRA

IN THE PRESENCE OF

1.

2.

AND ON BEHALF OF LICENSEE

NAME & ADDRESS OF TELECOM

LICENSEE HEREINUNTO AFFIXED

BY VIRTUE OF RESOLUTION OF

**THE BOARD OF DIRECTORS PASSED
IN THE MEETING HELD ON**

IN PRESENCE OF

1.

2.

Copy forwarded for Information

Principal Secretary to Chief Minister, Govt. of Maharashtra.
Principal Secretary to Minister (Revenue), Govt. of Maharashtra.
Principal Secretary to Minister of State (Revenue), Govt. of Maharashtra.
Chief Secretary, Mantralaya.
Principal Secretary (O & M), Mantralaya.
Principal Secretary, Industries, Mantralaya.
Principal Secretary, Urban Development, Mantralaya.
Secretary Rural Development, Mantralaya.
Secretary (Roads) PWD, Mantralaya.
All Rest of Mantralaya. Department,
All Divisional Commissioner
All District Collector.
Settlement Commissioner & Director of Land Record, Govt. of Maharashtra, Pune.
All Municipal Commissioner
All Chief Officer, Nager Parishad/ Nagar Panchayat.
All Chief Executive Officer, Zilla Parishad
Chief Executive Officer, MIDC
Chief Engineer, PWD, Mumbai/ Pune/Nashik/ Aurangabad/Nagpur/ Amravati.
Chief Engineer (Special Project) PWD, Mazgaon, Mumbai - 400 001.
Chief Engineer, National Highway Region, Kokan Bhavan, Navi Mumbai.
Managing Director CIDCO
Chief Conservator of Forest, Nagpur.
