

HARYANA GOVERNMENT
URBAN LOCAL BODIES DEPARTMENT

Notification

The 03rd October, 2013

No.2/12/2013/RF2.—In exercise of the powers conferred by Section 392 read with Section 393 of the Haryana Municipal Corporation Act, 1994 (Act 16 of 1994), and with reference to Haryana Government, Urban Local Bodies Department, notification No. 2/12/2013/R2 dated the 2nd September, 2013, the Governor of Haryana hereby makes the following Bye-laws, namely: —

BYE-LAWS

Short title and commencement.

1. (i) These bye-laws may be called as the Haryana Municipal Corporation (Communication and Connectivity Infrastructure) Byelaws 2013.
- (ii) They shall come into force at once.

Definitions.

2. In these bye-laws, unless the context otherwise requires—
 - (a) “Act” means the Haryana Municipal Corporation Act, 1994 (Act 16 of 1994);
 - (b) “Appendix” means Appendix appended with these bye-laws;
 - (c) “applicant” means communication infrastructure provider registered with the Department of Telecommunications, Government of India or any telecom service provider licensed from the Department of Telecommunications, Government of India, to lay the communication and connectivity infrastructure and eligible to seek licence under these bye-laws;
 - (d) “arrears” means the amount an applicant is liable to pay to the State Development Agency for communication infrastructure laid/erected before the notification of these bye-laws;
 - (e) “cable” means an assembly of one or more insulated conductors or optical fibres or a combination of both, within an enveloping jacket which may be underground or overhanging and is a high speed physical medium for transmitting data/information;
 - (f) “communication infrastructure” includes dish antenna, optical fibre cable, Ground Based Mast, Roof Top Mast, mobile/communication towers and other associated infrastructure;
 - (g) “competent authority” means the Commissioner of the concerned Municipal Corporation;
 - (h) “designated institute” means and includes;
 - (i) All the Indian Institute of Technology;
 - (ii) Central Building Research Institute, Roorkee;
 - (iii) Rail India Technical and Economic Services Limited;
 - (iv) National Council for Building Material, Faridabad;
 - (v) National Institute of Technology, Kurukshetra;
 - (vi) Punjab Engineering College, Chandigarh;
 - (i) “dish antenna” or a “dish” means antenna or any other mode which can be used for broadcast, reception, space communication or radio transmission and is common in microwave system. The dish may be of metal or fibreglass, but shall exclude dish antenna installed under Direct-To-Home (D.T.H) scheme or a dish used for Television;

- (j) "Ground Based Mast (GBM)/Roof Top Mast (RTM)" is a communication tower in which the entire structure, functions as an antenna (without Diesel Generator and equipment room);
- (k) "license" means permission given by the competent authority to use Right of way/Right of use;
- (l) "moveable communication tower" means a mobile cell site that consists of a cellular antenna and equipment mounted on a truck or trailer, designed to be part of a cellular network;
- (m) "nodal officer" means any officer designated by commissioner municipal corporation;
- (n) "Right of use" means permission to use right of way/services/spaces;
- (o) "Right of Way" is the space between two property lines;
- (p) "State Development Agency" means a municipal corporation.

Prohibition.

3. No communication infrastructure shall be laid/installed without obtaining a license under these bye-laws from the competent authority within the area of a municipal corporation.

Submission of application and development.

4. (1) An application for seeking license on non-exclusive basis to lay the communication infrastructure, shall be submitted by the applicant, along with all the particulars and documents specified in Appendix A, to the nodal officer under whose jurisdiction the area falls. Nodal officer shall ensure that,-

- (i) in any scheme for laying of overhead cables on poles specifically erected for the purpose, as far as possible, shall be allowed only in exceptional cases, as the same tends to interfere with the overhead electricity distribution system apart from disturbing the aesthetics of the eco system;
- (ii) the applicant earmarks a pre-defined route alignment along the internal road circulation network, as per the required specifications (with or without a duct) as part of their development works for laying of the communication infrastructure, so as to avoid repeated digging and/or to facilitate the infrastructure providers seeking license to lay the cables in future.
- (iii) an applicant desirous of sharing already laid/installed communication infrastructure, do so after depositing the amount as mentioned in Appendix B with the permission of the competent authority.
- (iv) incomplete application not being in accordance with Appendix A is not processed and is rejected.

(2) The municipal corporation may provide ducts and lay the optical fibre cable with sufficient bandwidth capacity/ redundancy as part of their development plans, which may be leased out to an applicant on a recurring charge basis, determined by the competent authority.

Conditions of license

5. The conditions for grant of license shall be as under,—

- (i) it may be granted for the period applied for, subject to a maximum period of twenty years. This period would be further co-terminus with the lease period of lease agreement for land or/and building entered into between the applicant and the owner;
- (ii) if granted for moveable communication infrastructure, it shall be co-terminus with the period of the event for which the license is sought or for a maximum period of three months against a specific requirement to provide communication facility to public, subject to the fulfillment of all the conditions laid in the license or these bye-laws;
- (iii) it shall not be transferable and shall be applicable only for the period for which it has been granted;
- (iv) the licensee is entitled to this license in his individual capacity. In case of further transfer/merger/acquisition or any other form of transfer of the asset/property of the licensee, the entitlement of the license shall not be treated as transferred.
- (v) it shall not, in any manner, be deemed to convey to the licensee any ownership or perpetual rights in respect of the land or structures used for communication infrastructure other than expressly granted therein;

- (vi) in case of violation of any terms and conditions of the license, the competent authority shall cause a notice to be served upon the licensee to rectify the violation within a period of fifteen days. The competent authority may cancel the license, if the licensee does not rectify the violation within the period so specified in the show cause notice. On cancellation of the license, the licensee shall not be entitled to any compensation for any loss caused by such a cancellation;
- (vii) any other condition which the competent authority may think necessary in the public interest.

Processing of applications

6. Each application shall be duly scrutinized by the nodal officer, who may seek such additional information from the applicant, as may be considered necessary. While processing the said application, the nodal officer shall take the following into consideration namely:—

- (i) existing infrastructure services, their safety, operations and future requirements of widening of the roads or augmentation of services. In case the proposed route alignment interferes with any service already laid, and it is feasible to relay/ re-align such a services at the cost of the licensee or the licensee offers to undertake such realignment at his cost to the satisfaction of the competent authority, the same may be considered and allowed;
- (ii) competent authority on being satisfied with the proposed alignment route/ site or if such route is determined and finalized through mutual agreement alongwith the time schedule in which the proposed work is to be executed/ completed, shall issue a letter of intent (LoI), alongwith the agreement to be executed in this behalf, and demand notice of charges, right of way/right of use charges (except of M/s Bharat Broadband Network Limited), lease charges for use of the land for its purpose, and demand a performance bank guarantee as a refundable security for satisfactory restoration of the sites as per the details specified in Appendix B;
- (iii) upon issue of the letter of intent, the applicant shall furnish the agreement as per Appendix E, alongwith all the applicable charges to the nodal officer within thirty days;
- (iv) as soon as the letter of intent holder completes the documentation and deposits all the relevant charges, including the performance bank guarantee, the competent authority shall execute an agreement and issue a license in favour of the applicant within a period of fifteen days, to enable the licensee to commence the execution of infrastructure work.

Timeframe for decision on applications

7. The competent authority shall adhere to the following timeframe for grant of the licenses, namely:—

Serial Number	Event	Number of working days
(i)	Processing of applications and seeking of additional information, if any, from the date of receipt of complete application;	45 days
(ii)	Issue of letter of intent or rejection of application along with reasons thereof;	15 days
(iii)	Compliance of the letter of intent conditions	30 days
(iv)	Execution of Agreements and issue of license.	15 days from the date of receipt of papers from the letter of intent holder.

Timeframe to complete infrastructure work.

8. While laying/executing infrastructure work;

- (i) the licensee shall submit the time-frame within which it plans to execute the infrastructure work. The said plan may provide stretch-wise completion schedule, alongwith the complete plan;
- (ii) the licensee shall ensure that no inconvenience is caused to the general public in the process of carrying out its operations. If found necessary, the nodal officer may direct the licensee to undertake execution of its work during the off-peak hours or during night;

- (iii) the licensee shall keep the nodal officer duly informed about the progress on a monthly basis, which may be reviewed at regular intervals; and
- (iv) wherever the licensee is not executing the related work in the stated time frame, the competent authority may revoke the license after granting an opportunity of hearing to the licensee. However, where the licensee is able to establish that any such delay is for reasons beyond its control, the competent authority may extend the execution period and allow the work to be completed within the mutually agreed time-frame.

Execution of work.

9. The licensee shall execute the communication infrastructure work by strictly adhering to the following, namely:—
- (i) technical standards and parameters specified in Appendix C;
 - (ii) all the safety standards applicable as per relevant guidelines of the Government of India/ State Government. Further, the licensee shall ensure that the communication infrastructure at all times conform to the electricity magnetic field radiation norms as prescribed by the Department of Telecommunications, Government of India or the Telecom Regulatory Authority of India, as the case may be, from time to time;
 - (iii) no Ground Based Mast/Roof Top Mast/communication/mobile tower shall be allowed to be installed unless a structure stability/ safety certificate is obtained from one of the designated institutes both at the time of submission of application and completion of work.

Infrastructure installed without license.

10. (1) From the date of commencement of these bye-laws, any communication infrastructure already installed for which license has not been granted by the competent authority, the service provider shall either remove the communication infrastructure immediately or apply for the license within a period of ninety days of publication of these bye-laws in the Official Gazette, to get such unauthorized action compounded, for which he shall be liable to pay a compounding fee, which shall be calculated at rate of fifty percent of the applicable charges as specified in Appendix B along with the arrears, if any, due to the municipal corporation, subject to the condition that such communication infrastructure fulfills the conditions of these bye-laws. Wherever any rectification is required in this process, he shall be granted period of thirty days to undertake such a rectifications;

(2) If the applicant does not apply or remove the communication structure, he shall be called upon to show cause as to why action should not be taken against him as per provisions of the Act. If the applicant fails to show cause or take corrective measures, the competent authority shall proceed to get the unauthorized communication structure removed at the expense of such service provider.

Indemnity bond.

11. The applicant shall indemnify the municipal corporation against any loss of life or property in the process of execution of work or against any claim thereafter during the period of operation and maintenance of such communication infrastructure at all times. The applicant shall submit the indemnity bond on a properly stamped non-judicial stamp paper.

Additional Corporate Social Responsibility.

12. The competent authority may encourage and persuade the licensee to undertake some social responsibility as per Appendix D in furtherance of the principles of corporate social responsibility. However, any such initiative may be mutually agreed upon and decided, for which no coercive method shall be applied.

Repeal provisions.

13. The Haryana Municipal Corporation (Erection of Communication Towers) bye laws, 2009 are hereby repealed:

Provided that any order made or action taken, under the bye-laws so repealed shall be deemed to have been made or taken under the corresponding provision of these bye-laws.

Appendix A*[See Bye-law 4(1)]***APPLICATION FORM**

(To be submitted by the applicant on his letter head)

Ref No:

Dated:

To

Subject: Regarding grant of license under the Haryana Municipal Corporation (Communication & Connectivity Infrastructure) bye laws, 2013.

License applied for :

Name of the Applicant Company :

Registration Number :

Address :

Telephone Number :

Mobile Number :

Fax :

E-mail ID :

I/We hereby request to grant license to carry out the work for underground cables /Micro Trenching/ Erection of poles for overhead cables/Ground Based Mast/Roof Top Mast/mobile/moveable/communication tower/sharing of communication infrastructure at _____ (name and detail of the location/route).

Board Resolution/ Power of attorney issued to the signatory of this application is attached herewith.

We further undertake to abide by all the terms and conditions laid in the bye laws.

It is therefore, requested to grant license to carry out the above mentioned work.

Signature of the authorized signatory.

(Name and Address)

List of documents to be attached along with the application:**1. Documents to be submitted in all cases:-**

- (i) Copy of registration certificate as communication Infrastructure provider or a telecom service provider granted by the Department of Telecommunications, Government of India;

- (ii) Two sets of the proposed route layout plan drawings clearly indicating the locations of communication infrastructure for which the license is being sought;
- (iii) Time schedule (stretch and stage wise) for completion of the work and investment;
- (iv) Indemnity bond to indemnify the municipal corporation against
 - (a) any liability for the damage caused to the existing infrastructure by the applicant for any reasons, and
 - (b) claims against any accidents on account of the infrastructure laid/ facilities installed or against any claims thereafter during the period of operation and maintenance of such infrastructure at all times;
- (v) Undertaking to pay all the applicable charges and the performance bank guarantee, as specified in Appendix B to the competent authority;
- (vi) Undertaking to maintain the infrastructure facility in good and safe condition at all times during the operation and maintenance period;
- (vii) Undertaking to execute an agreement with the competent authority;
- (viii) Undertaking to re-lay/ re-align the communication network/ relocate the poles/ dish antenna/ mobile / communication tower/ Ground Based Mast at its own cost in the event of requirement of the area for augmentation of public services like widening of roads, pedestrian walkways, water supply and distribution network, sewage/ drainage network etc.;
- (ix) Undertaking to abide by the terms and conditions of grant of license and adherence to the radiation norms as prescribed by the Department of Telecommunications, Government of India or the Telecom Regulatory Authority of India.

2. Documents for laying underground Optic Fibre/ Co-axial Cables (in addition to those listed at serial number 1 above):

- (i) Technology/ method proposed to be used for laying the cables (Horizontal Directional Drilling/Horizontal Boring methods/Micro Trenching or open digging) with preference for use of Horizontal Directional Drilling/Micro Trenching;
- (ii) Specific area details (in square feet or square meter) required for any structure (manholes/boxes/towers/ ground based mast/roof top mast etc.) on the land proposed to be taken on lease;
- (iii) Dimensions (depth, length and width) of the area proposed to be used for right of way/right of use for laying the Optic fibre cables and other communication devices/structures.

3. Documents for erection of Poles for overhead communication cables (in addition to those listed at Sr. No. 1 above):

- (i) Specific area details (in square feet or square meter) required for erection of poles and connection boxes on the land proposed to be taken on lease;
- (ii) Details marked on town map showing (a) proposed route; (b) no. of poles; (c) dimension of poles (height, thickness/diameter); (d) distance between each pole; and (e) minimum ground clearance for the cable.

4. Documents for installation of dish antenna (in addition to those listed at serial number 1 above):

- (i) The proposed location of the dish antenna/ panel box/ dish/ inspection box/ connection box duly marked on town map;
- (ii) Ownership document or lease deed of the site/ premises. on which dish antenna is proposed to be set up;
- (iii) Structure safety certificate from the designated institute.

5. Documents for erection of Ground based mast/Roof top mast/ Communication/Mobile Tower (in addition to those listed at serial number 1 above)

- (i) Copies of site plan indicating specific area details (in square feet or square meter) required for the manholes, ground based mast/roof top mast/ communication/mobile towers on the land proposed to be taken on lease alongwith the dimensions in each case;
- (ii) Location of the ground based mast/roof top mast/communication/mobile tower duly marked on the route map, preferably with global positioning system readings/values;
- (iii) True copy of the approval/ clearance from the Standing Advisory Committee for Frequency Allocation (SACFA) for the said location issued by Wireless Planning and Coordination (WPC) Wing of the Department of Telecommunications, Government of India;
- (iv) Ownership document or lease deed of the site, on which ground based mast/roof top mast/communication/ mobile tower is proposed to be set up;
- (v) True copy of permission from the Airport Authority of India or any defense establishment in case the height of ground based mast/roof top mast /communication/mobile towers require such approval/ clearance;
- (vi) If the communication/ mobile tower is to be erected on a roof-top, copy of the agreement with the owner of the building and structure safety certificate from a designated institute;
- (vii) Two sets of the structural drawings of towers with complete details including the specifications of foundation, design parameters, dimensions and type of construction alongwith a structural safety certificate;
- (viii) Certificate of adherence to the radiation emission norms as prescribed by the Department of Telecommunications, Government of India or any other competent authority;
- (ix) Data Sheet containing the name of the service/ Infrastructure provider;
- (x) In case of mobile tower, capacity of towers or antenna in megawatt;
- (xi) Undertaking that the generator sets installed at the communication/ mobile tower sites/ moveable communication towers conform to the noise and emission norms prescribed by the Haryana State Pollution Control Board;
- (xii) Undertaking that the applicant has taken all precautions for fire safety, lightening etc. and shall obtain necessary permission from the concerned fire Office of the area.

Appendix-B*[See Bye-law 4(iii) and 6 (ii)]***Schedule of Charges:**

For levy of fee/charges the State has been divided into different zones. The areas forming part of each zone are given below.

Hyper Potential Zone	High Potential Zone	Medium Potential Zone
Gurgaon	Faridabad, Panchkula, Panipat.	Karnal, Ambala, Yamunanagar, Hisar, Rohtak

Charges:**(i) Processing fee:**

In case of ground based mast/roof top mast/mobile/communication towers/moveable communication tower/dish antenna processing fee shall be charged at the rate of ₹1000/- per tower and in case of underground cable or overhead cable (except micro trenching) it will be ₹2/- per route meter.

(ii) Right of use/Right of way charges:

The charges for grant of license for the communication infrastructure shall be payable at the rates given in table below. These charges shall be payable only one time for a period of twenty years or the period of license, whichever is lower. The applicant would be required to pay such one-time charges afresh on completion of the period of initial license/ or on completion of a period of twenty years, whichever is earlier, at the rates applicable at such time.

Charges for license to Right of way/ Right of use (in ₹)

Sr. No.	Purpose	Zones		
		Hyper Potential Zone	High Potential Zone	Medium Potential Zone
1.	Laying of Underground optical fibre cable/Co-axial cables except micro trenching (per route meter)	100/-	80/-	65/-
2.	Laying of overhead communication Cables using Poles (per route meter)	35/-	35/-	25/-
3.	For every Pit dug-up, other than a man-hole with spacing of 100 mtrs. centre to centre. (in square meter)	900/-	750/-	600/-
4.	Dish Antenna (other than dish antenna installed under DTH)	₹5,000/- per dish antenna		
5.	For every pole erected to lay overhead communication cables (per pole)	2000/-	1500/-	1500/-
6.	Erection of Ground Based Mast/Roof Top Mast (per site)	1,00,000/-	75,000/-	50,000/-
7.	Erection of mobile/communication towers (per site)	2,50,000/-	2,00,000/-	1,50,000/-
8.	In case Underground optical fibre cable/Co-axial cables are shared (per sharing per route meter)	30/-	20/-	20/-
9.	In case mobile/communication towers are shared (per sharing)	75,000/-	50,000/-	50,000/-
10.	Moveable communication towers mounted on vehicles (per such tower per month)	50,000/-	40,000/-	30,000/-

(iii) Annual lease charges:

- (a) The annual lease charges in respect of land area used for the construction of manhole, erection of dish antenna/poles/Ground Based Masts/ Roof Top Mast/mobile/communication towers shall be 6% of the applicable collector rates of the land (in ₹ per square meter). The lease charges, initially determined at the time of grant of license, shall be increased at the rate of 5% every year for a period up to five years. The lease

charges will be re-fixed after a period of five years for another block of five years and so on and so forth with reference to the collector rates applicable at the time. The licensee shall also have the option of depositing the lease charges upfront on lump-sum basis for a period of five years calculated at the rates determined initially without any escalation.

- (b) The above lease charges shall be applicable only in respect of the land owned by the municipal corporation. Wherever the applicant proposes to use privately owned land for the said purpose, no lease charges shall be payable to the State Development Agency to that extent and the lease agreements/ charges shall be decided/ settled mutually between the parties. The competent authority shall only ask for the lease agreements between the parties in such cases.

(iv) Performance bank guarantee:

The applicant shall furnish a refundable performance bank guarantee (PBG) towards security for restoration of the sites dug/ used in the process of execution of work. The performance bank guarantee shall be valid for a period of six months over and above the project completion period and shall have to be renewed accordingly in the event of grant of extension of the execution period. The competent authority shall discharge the bank guarantee on satisfactory restoration of the site/area. The performance bank guarantee shall be furnished at the following rates:

Performance bank guarantee against restoration work (₹ per route meter)

Performance Bank Guarantee	Cement Concrete Paver Pavements	Cement Concrete Paver Blocks	Metalled Roads/ Pavements	Unpaved (Kutchha) Roads/ Rastas	Others
1 Micro Trenching Method	50/-	50/-	30/-	NA	20/-
2 Horizontal Directional Drilling Method/ Horizontal Boring Method	100/-	100/-	100/-	100/-	100/-
3 Open Digging Method	Not Allowed	Not allowed	Not Allowed	500/-	500/-

- (a) The amount for performance bank guarantee against restoration shall be reviewed every five years.
- (b) The performance bank guarantee, as a security against satisfactory restoration of sites, shall be valid for a period of six months over and above the project completion period. In case time overruns for completion of the work, the bank guarantee shall be renewed/ got extended by the licensee corresponding to the revised completion period and for six months. The licensee shall obtain formal permission for extension of time from the competent authority.
- (c) The licensee shall report regarding satisfactory completion of restoration of related work sites, which shall be visited/ ascertained by a representative of the municipal corporation within a period of fifteen days of such report. Thereafter, the bank guarantee shall be discharged to the licensee within a period of fifteen days from the date of inspection thereof or within a period of thirty days of submission of the request subject to such restoration work having been carried out to the satisfaction of the said authority.
- (d) The licensee may provide the performance bank guarantee, as applicable for a stretch over which the work is proposed to be undertaken and roll the same over to each of the subsequent stretches, subject to the validity of such performance bank guarantee for the period of execution and for six months.
- (e) In case the work contemplated by the licensee is not completed to the satisfaction of the municipal corporation granting the license, the competent authority may extend the completion period as deemed appropriate, along with extension in bank guarantee. Where the licensee fails to meet his performance obligations in this behalf within the agreed time-frame, the competent authority may en-cash the bank guarantee and undertake restoration of the site on its own at the risk and cost of the licensee.

Appendix-C*[See Bye-law 9(i)]***1. Location of Ground Based Masts/Roof Top Mast/communication /mobile towers**

The location of Ground Based Mast/Roof Top Mast/communication/mobile towers is important in view of any likely adverse impact of radiation on human health. The infrastructure installed shall conform to the radiation and safety norms prescribed by the Department of Telecommunications, Government of India or the Telecom regulatory authority of India or any other authority in this behalf at all times. Further, the location thereof shall be governed by radio-frequency system adopted by the applicant and shall be allowed subject to the following conditions namely:-

- (i) Location of Ground Based Mast/towers shall be avoided in thickly populated residential areas in so far as feasible. In case it becomes absolutely unavoidable to do so, efforts shall be made to install these structures in the open spaces such as Parks or Green belts available in the residential sectors or open spaces/ fields in rural areas, maintaining a safe distance of about fifty meters from the residential areas.
- (ii) Wherever it is critical to install these communication towers in the populated residential areas and no open spaces are available, the infrastructure provider shall use Micro Cell based stations where there are high number of users.
- (iii) The Ground Based Mast/Roof Top Mast/communication/mobile towers may be installed in the commercial, industrial, institutional zones or in the open areas (except set-back area of the buildings) within the commercial, industrial, institutional sites and fields outside the populated areas.
- (iv) In the case of Roof Top Mast/mobile/communication towers with multiple antennas (per sector), the roof top usage is desirable to be restricted in the residential areas. However, the license to install a mobile/communication tower may be allowed on the roof-tops of commercial or institutional buildings subject to structural safety certificates as issued by the designated institutes specified in these bye-laws.
- (v) The municipal corporation shall endeavor to explore the possibility of identifying suitable spaces within their premises or land as found suitable by the infrastructure provider for the installation of the Ground Based Mast/Roof Top Mast/mobile/communication towers. The space for such facilities shall be made available to the applicant on lease basis in accordance with these bye-laws within a period of one month from the date of application, failing which the applicant shall be free to install the said structure at alternate locations/ sites identified by them, subject to the conditions laid down in these bye-laws.
- (vi) All the above conditions pertaining to the location of towers shall also be applicable to the moveable communication towers.
- (vii) The licensee shall ensure that each of the sites of the infrastructure systems, such as Ground Based Mast/Roof Top Mast/towers or any other structure, for which license has been granted, is easily approachable for maintenance and operation.

2. Technical parameters to be followed by the Infrastructure/service providers while laying the cables (over-ground and underground), erection and installation of poles/ dish antennas / Ground Based Masts/ Roof Top Mast/ mobile & communication towers.**(i) Laying of underground cables:—**

- (a) The applicant shall undertake communication infrastructure work in a manner so as to cause least public inconvenience. He shall suitably cordon-off the area to ensure public safety and be encouraged to execute the work during off-peak times so as to cause minimum inconvenience to the public. The applicant shall restore the dug up area/site to its original condition simultaneously, clear the area of any unused earth/ debris, and dispose of such debris/ earth at the dumping sites away from the work site as permitted and to the satisfaction of the competent authority.
- (b) The applicant shall carry out ground penetration/ probing radar survey for detection of existing utilities/ services along the route where the cable is proposed to be laid. The data collected in respect of existing utility services through this survey shall be unconditionally shared with the municipal corporation free of any charge.

- (c) As far as possible, the applicant shall carry out the work by using Micro Trenching/ Horizontal Directional Drilling techniques or Horizontal boring methods so as to minimize the damage and to cause minimum inconvenience to public.
- (d) The cable shall ordinarily be laid at the edge of the Right of Way or as permitted/ approved by the competent authority. In case of restricted width of the Right of Way, 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. Wherever it is found that it is not feasible to lay the cable without adversely impacting the existing utilities/ services, the license may be declined.
- (e) The top of the casing/ conduit pipe containing the cables shall be at least 1.5 meter below the top surface subject to at least 0.3 meter below the drain inverts;
- (f) Pits of 2 meter x 2 meter and 1.5 meter deep, or of lower size shall be made at a distance of 100 meter, centre-to-centre, for laying cables. However, in case of special site conditions, variable depth/ dimensions may be permitted depending on the site conditions.
- (g) Route markers shall be fixed, preferably in steel or concrete, along the route at an interval of 300 meter with clear marking of the ownership and depth of the cable laid.

(ii) Erection of poles for overhead communication cables:—

- (a) License to lay overhead cables shall be restricted.
- (b) The electric poles/towers etc. of power utilities shall not be allowed to lay overhead communication cables.
- (c) Wherever, it is not feasible to avoid laying of overhead cables, the applicant shall take all precautionary measures to maintain the ecosystem and aesthetics of that area.
- (d) The height of the pole shall be such that it does not interfere with the electric cables/ distribution transmission system and minimum distance between two poles shall be forty meters.
- (e) Subject to availability, a maximum 1.0 meter x 1.0 meter space shall be made available for erection of the pole at a minimum distance of 0.3 meter from the edge of the walkway of road (road berm) and shall be installed in cement-concrete foundation;
- (f) The sag of cable shall be such that it does not interfere with the movement of vehicles.

(iii) Ground based Masts/ Roof Top Mast:-

The maximum height of Ground Based Mast/ Roof Top Mast shall not exceed 30 meters from the adjoining ground level and distance between two masts shall not be less than 150 meters in line of sight to the extent feasible.

(iv) Mobile/communication towers:—

The height of the mobile/communication tower from the adjoining ground level shall not exceed 75 meters subject to clearance from the defense and civil aviation authorities. Erection of the mobile/ communication towers shall be avoided in narrow lanes (< 5 meter). However, in the case of moveable communication towers, the maximum permissible height shall be 21 meter.

3. Other terms and conditions to be adhered to by the licensee while laying the cables (over-ground and underground), erection of poles / dish antennas / Ground Based Masts/ Roof Top Mast/mobile/ communication towers.

- (i) The terms and conditions/ guidelines issued/ notified by the Department of Telecommunications, Government of India in respect of any condition applicable to the licensee, as amended from time to time, shall be applicable and binding in all cases.
- (ii) The license to lay underground/ over-head communication/ connectivity infrastructure shall not be granted, where it causes disruption to public services and facilities, obstruction/ hindrance to the pedestrian movement or vehicular traffic. The principle of public convenience and safety shall over-ride all other considerations. However, the competent authority may grant license in extreme criticality only if the applicant offers to suitably adjust and/ or realign such services at his own cost without any adverse impact on the public services, to the satisfaction of the competent authority.

- (iii) In the case of Ground Based Mast/Roof Top Mast/mobile/communication towers, license shall not be granted, if any building is found in front of the Antenna within the safe distance in meter as mentioned below:—

Sr. No.	Number of multiple antennas	Building /structure distance from the antenna (safe distance in meter).
1.	2	35
2.	4	45
3.	6	55
4.	8	65
5.	10	70
6.	12	75

- (iv) The licensee, shall be responsible to get the required technical safety checks of the Ground Based Mast/Roof Top Mast/mobile/ communication towers from the designated institute and shall submit the report to the competent authority.
- (v) The licensee must get the radiation levels checked at regular intervals during the operation and maintenance period from any authorized authority and submit the conformance report to the competent authority. In the absence of such report, the competent authority may ask for such tests at the costs of the licensee. Non-compliance with the radiation emission standards shall attract penalties as prescribed by the Department of Telecommunications, Government of India from time to time and cancellation of license.
- (vi) The licensee shall be solely responsible for any damage to the building, adjoining buildings and to the public.
- (vii) Lightning arresters provided at the top of the Ground Based Mast/Roof Top Mast/mobile/ communication tower, shall be of adequate height so that all protruding antennas hoisted on the mast are protected within its conical safety zone.
- (viii) Aviation warning lights installed at the top of the Ground Based Mast/Roof Top Mast/mobile/ communication towers shall be as per International Civil Aviation Organization's guidelines and shall be checked regularly for good operating conditions.
- (ix) The earth resistance of the Ground Based Mast/Roof Top Mast/mobile/ communication towers should be maintained within the prescribed range and shall be checked periodically every year.
- (x) The licensee shall also be responsible to get the required checks of such communication infrastructure at regular intervals from any Government approved agency and shall submit the report to the competent authority.
- (xi) The optic fibre cable/ communication cables shall not be brought into use by the licensee unless a completion certificate is obtained to the effect that the telecom cables/ ducts/ manholes have been laid in accordance with the approved specifications and drawings and the pits have been filled-up to the satisfaction of the concerned authority;
- (xii) In case of any shifting or change in alignment in the already laid optic fibre cable/ other communication cables/ Ground Based Masts/ Roof Top Mast/ mobile/ communication towers is necessitated due to widening of roads/ construction of flyovers or public building the licensee shall be bound to do the same at his own cost within the period specified by the respective authority. If the licensee fails to comply with this condition to the satisfaction of the said authority, the same shall be got executed by the said authority at the risk and cost of the licensee. The charges so incurred on this account shall be recoverable from the licensee.

- (xiii) In case of removal of already laid optic fibre cable/ other communication cables/ Ground Based Masts/ Roof Top Mast/ mobile/ communication towers on expiry of licence period granted, the licensee shall be bound to do the same at his own cost within the period specified by the competent authority. If the licensee fails to comply with this condition to the satisfaction of the competent authority, the same shall be got executed by the competent authority at the risk and cost of the licensee. The charges so incurred on this account shall be recoverable from the licensee.
- (xiv) In order to avoid repeated digging on the same routes, the licensee may voluntarily lay extra ducts / conduits with redundant capacity so as to take care of any future needs. However, the creation of excess capacity shall not be a pre-condition for giving Right of Way license.
- (xv) The licensee shall ensure safety and security of all underground installations/ utilities/ facilities and shall be solely responsible for compensation/ indemnification to concerned authority for damage caused/ claims or replacements sought for at the cost and risk of licensee to the concerned authority.
- (xvi) The extent of the digging trenches shall be strictly regulated so that the cables are laid and trenches are filled up before the close of the work for that day. Filling should be to the satisfaction of the State Development Agency.
- (xvii) The licensee shall not undertake any work of shifting, repair or alterations of the said cables / communication cables without the prior permission of the nodal officer in writing. The licensee shall be liable to give a notice of fifteen days with route/ location details, prior to digging for fresh/ maintenance/ repair works.
- (xviii) The licensee shall make his own arrangement for crossing of cross drainage structures, 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 super-structure. The fixing and supporting arrangement with all details shall be got approved in advance from the concerned authority granting such permission. Additional cost on account of fixing and supporting arrangement, as assessed by such authority, shall be payable by the licensee. If the licensee fails to comply with this condition to the satisfaction of the authority, the same shall be got executed by the authority at the risk and cost of the licensee and the cost so incurred on this account shall be recoverable from the licensee.
- (xix) In case of any damage to the essential services i.e. water supply, sewerage system and telecommunication lines, electricity supply etc., it shall be the responsibility of the licensee to get the services restored to their original and satisfactory condition at his own cost.
- (xx) Municipal corporation shall not be responsible for any damage to optic fibre cable and resultant losses, if any, during performance of official duties by any employee of municipal corporation.
- (xxi) The licensee shall have to provide barricade, danger lights and other necessary caution boards while executing the work.
- (xxii) If any traffic diversion is found necessary during the working period, such diversion shall be provided by the licensee at his cost.
- (xxiii) The competent authority may effect a modification/alteration in the site plan/ route, if necessary, in the interest of public safety.
- (xxiv) The communication infrastructure shall not be shared/sub-let, without the permission of the competent authority and payment of sharing charges.
- (xxv) The licensee shall abide by all the terms and conditions laid in these bye-laws.
- (xxvi) Any dispute arising between the signatories to an agreement under these bye-laws shall be settled / resolved in accordance with the procedures outlined in the agreement i.e. all the disputes shall be settled at Chandigarh. In case of breach of any of the clauses of the agreement, the competent authority shall be entitled to terminate the contract after giving a show cause notice of fifteen days. An officer of the rank of Administrative Secretary, (to be nominated by the Government of Haryana) shall act as an Arbitrator to whom the dispute shall be referred to and the decision of the Arbitrators shall be final and binding on both the parties.

Appendix-D*(See Bye-law 12)***An illustrative list of facilities as part of the Corporate Social Responsibility.**

1. Development and maintenance of public parks/roundabouts within the jurisdiction of the municipal corporation, where the services are rolled out. In such cases, the competent authority shall permit the infrastructure provider to display its board/ credit for the same as mutually decided/ agreed.
2. Free-of-charge use of poles erected by the licensee for provision of street lights/ LED solar lights on the poles (with or without supply of the fixtures) for provision of the facility of street lighting in a defined area.
3. Provision of bandwidth/ internet connectivity, free or at discounted rates, to the local authority for its office and other community service centers, by whatever name called, for e-delivery of citizen services.
4. Provide computing hardware (two desktops of latest configuration with laser printer, webcam, head phone and mike, computer furniture, online UPS etc.) for at least ten village information centers/ citizen service centers in the area where the applicant rolls out his services.
5. Sponsorship of certain number of community service centers for e-delivery of citizen services for a particular period.
6. Establish training/ skill development facilities and operation and management of such skill development centres for an agreed period, for capacity building of the low income groups for improving employment prospect.
7. Free-of-cost supply and installation of surveillance cameras on the towers to be put up on public land. These cameras shall be connected to the designated police control rooms in the cities and the connectivity may be provided free of cost or at a discounted price for the agreed period.

Appendix-E

[See Bye-law 6(iii)]

FORM FOR AGREEMENT

This agreement, made on the _____ day of _____ two thousand _____ between the Governor of Haryana acting through Municipal Commissioner of the one part.

AND

(*Name of applicant*) hereinafter called "the **licensee**" of the other part who has applied to the competent authority for permission to lay underground cables/Micro Trenching/ erection of poles for overhead cables/ Ground Based Mast/ Roof Top Mast/mobile/communication/moveable tower/sharing of communication/ infrastructure.

WHEREAS, the competent authority, has agreed to grant such license as per the terms and conditions contained in the Haryana Municipal Corporation Act, 1994 (Act 16 of 1994) and the Haryana Municipal Corporation (Communication and Connectivity Infrastructure) Bye-laws, 2013 made thereunder, hereinafter referred as the Act and Bye-laws.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:—

In consideration of the competent authority agreeing to grant license to the licensee to lay/erect _____ on the fulfillment of all the conditions by the licensee, the licensee hereby convenance as follows:

1. That the licensee shall execute the work as per the time-frame.
2. That the licensee, shall be responsible to get the required technical safety check of the Ground Based Mast/ Roof Top Mast/mobile/communication towers from the designated institute and shall submit the report to the competent authority.
3. That the licensee shall get the radiation levels checked at regular intervals during the operation and maintenance period from any authorised authority and submit the conformance report to the concerned authority. In the absence of such report, the competent authority may ask for conducting such tests at the cost of the licensee. Non-compliance with the radiation emission standards shall attract penalties as prescribed by the Department of Telecommunications, Government of India from time to time and cancellation of license.
4. That the licensee shall be solely responsible for any damage to the building, adjoining buildings and to the public.
5. That the lightening arresters and aviations lights (as per International standards) be provided at the top of the Ground Based Mast/Roof Top Mast/mobile/communication tower.
6. That the earth resistance of the Ground Based Mast/Roof Top Mast/mobile/ communication towers shall be maintained within the prescribed range and shall be checked periodically every year.
7. That the licensee shall also be responsible to get the required checks of such communication infrastructure done at regular intervals from any State Government approved agency and shall submit the report to the competent authority.
8. That the licensee shall not use the optic fibre cable/ communication cables unless a completion certificate is obtained to the effect that the Telecom cables/ ducts/manholes have been laid in accordance with the approved specifications and drawings and the pits have been filled-up to the satisfaction of the concerned authority.
9. That the licensee shall carry out the shifting or change in alignment of the already laid optic fibre cable/ other communication cables/ Ground Based Mast/Roof Top Mast/mobile/ communication towers if necessitated due to widening of roads/ construction of flyovers or public buildings at his own cost within the period specified by the respective authority.

10. That the licensee shall remove already laid optic fibre cable/ other communication cables/ Ground Based Mast/Roof Top Mast/mobile/ communication towers on the expiry of licence period granted at his own cost within the period specified by the respective authority.
11. That the 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 the licensee to the concerned authority.
12. That the licensee shall not undertake any work of shifting, repair or alterations to the said cables /communication cables without the prior permission of the concerned authorities in writing.
13. That in case of any damage to the essential services i.e. water supply, sewerage system and telecommunication lines, electricity supply etc., it shall be the responsibility of the licensee to get the services restored to their original and satisfactory condition at his own cost.
14. That the municipal corporation shall not be responsible for any damage to Optic fibre cable and resultant losses, if any, during performance of official duties by any employee of municipal corporation.
15. That the licensee shall have to provide all safety measures like barricades, danger lights, caution boards, etc while executing the work.
16. That the communication infrastructure shall not be shared/sub-let, without the permission of the competent authority and payment of sharing charges.
17. That in case of breach of any of the clauses of the agreement, the competent authority shall be empowered to terminate the contract after giving a show cause notice of fifteen days.
18. That in case of violation of any terms and conditions the license granted can be withdrawn and cancelled at any time, such licensee shall neither be entitled for any compensation or any loss caused to it by such cancellation.
19. That an officer of the rank of Principal Secretary to be nominated by the Government shall act as Arbitrator to whom the matter shall be referred to and the decision of the Arbitrator shall be final and binding on both the parties.

In witnesses whereof the parties hereto have hereunto set their respective hands the day and the year first above written.

This agreement has been executed in duplicate and each party to this agreement has retained one stamped copy each.

SIGNED AND DELIVERED BY
(Competent Authority)

in the presence of

Signature
Name & DesignationAddress

Signature
Name & DesignationAddress

SIGNED AND DELIVERED BY
(On behalf of licensee)

in the presence of

Signature
Name & DesignationAddress

Signature
Name & DesignationAddress

P. RAGHAVENDRA RAO,
Principal Secretary to Government Haryana,
Urban Local Bodies Department.