

शहरी विकास विभाग
राष्ट्रीय राजधानी क्षेत्र दिल्ली सरकार
9वाँ तल, सी - विंग दिल्ली सचिवालय,
आई. पी इस्टेट, नई दिल्ली-110002.

एफ. 53(62)/ अता प्र.सं. 66/तृतीय सत्र (बजट सत्र-2022)/दिविस/श.वि./२०६/६३ दिनांक: २४.०३.२०२२
सेवा में,

उप सचिव (प्रश्न शाखा),
दिल्ली विधानसभा सचिवालय,
राष्ट्रीय राजधानी क्षेत्र, दिल्ली सरकार,
पुराना सचिवालय, दिल्ली -110054.

विषय:-दिल्ली सातवीं विधानसभा के तृतीय सत्र (बजट सत्र) अतारांकित प्र. स. 66 माननीय विधायक
श्री 3-12-2021 पति (पति) दिनांक 28.003.2022 को सदन की बैठक के सन्दर्भ में ।

महोदया/ महोदय,

आपको उपरोक्त विषय में उद्धृत विधानसभा प्रश्न के उत्तर की 100 प्रतियाँ, माननीय मंत्री शहरी विकास विभाग, दिल्ली सरकार द्वारा अनुमोदित अग्रित कार्यवाही हेतु इस पत्र के साथ भेजी जा रही हैं।

संलग्न :- उपरोक्तानुसार

भवदीय,

उप-सचिव (संसदीय शाखा)

प्रतिलिपि सूचनार्थ प्रेषित :-

1. निजी सचिव, माननीय मंत्री शहरी विकास (दिल्ली सरकार) 7वां तल 'ए' विंग, दिल्ली सचिवालय नई दिल्ली ।
2. निदेशक, सूचना एवं प्रचार निदेशालय, पुराना सचिवालय, दिल्ली को प्रश्न के उत्तर की 100 प्रतियाँ सहित ।

उप-सचिव (संसदीय शाखा)

शहरी विकास विभाग
राष्ट्रीय राजधानी क्षेत्र दिल्ली सरकार
9वां तल, सी-विंग, दिल्ली सचिवालय, इन्द्रप्रस्थ एस्टेट, नई दिल्ली

विधायक का नाम : श्री अखिलेश पति त्रिपाठी


दिनांक : 28.03.2022

विधानसभा अतारांकित प्रश्न संख्या : 66

क्या शहरी विकास मंत्री यह बताने की कृपा करेंगे कि :-

क्र. सं.	प्रश्न	उत्तर
क	किसी भी सरकारी या गैर सरकारी जमीन पर मोबाइल टावर लगाने की संपूर्ण प्रक्रिया क्या है;	<p>उत्तरी दिल्ली नगर निगम द्वारा प्राप्त जानकारी के अनुसार लाभकारी परियोजना प्रकोष्ठ द्वारा मोबाइल टावर की दो पालिसी जारी की गई है।</p> <p>1. Cellular Tower on wheels (CoW): यह पोलिसी उ.द.न. नि के Resolution No. 218 dated 26.11.2020 द्वारा पारित की गई है।</p> <p>2. Installation of Moblie Tower on land/Buidling/Property as well as rooftop of property of North DMC: यह पोलिसी उ.द.नि.न के Resolution No. 120 dated 21.10.2021 द्वारा पारित की गई है।</p> <p>इस पोलिसी के अन्तर्गत इस विभाग द्वारा उ.द.नि.न के अंतर्गत आने वाली भूमि/भवन की छत पर स्थाई तौर पर मोबाइल टावर लगाए जाने हेतु मासिक शुल्क पर भूमि व अनुमति प्रदान की जाती है उपरोक्त पोलिसियाँ Annexure-A & Annexure-B पर सलंगन कर दी गई है जिसमें मोबाइल टावर लगाने की प्रक्रिया दर्शायी गयी है।</p> <p>भवन विभाग, केशवपुरम क्षेत्र से प्राप्त सूचनानुसार रिहायशी एवं व्यावसायिक भवनों की छतों पर मोबाइल टावर एवं पोल की अनुमति प्रदान की जाती है। उसकी सम्पूर्ण प्रक्रिया की पॉलिसी परिपत्र की प्रतिलिपि अनुलंगनक 'C' पर सलंगन है।</p>
ख	मॉडल टाउन विधानसभा क्षेत्र के वार्ड-76, 77, 78 में कितने मोबाइल टावर कार्यरत है, उनकी सूची उनके स्थान, परिचालक के नाम उपलब्ध कराए;	<p>उत्तरी दिल्ली नगर निगम द्वारा प्राप्त जानकारी के अनुसार लाभकारी परियोजना से प्राप्त सूचनानुसार उपरोक्त पोलिसी के अन्तर्गत इस विभाग द्वारा बुराडी विधान सभा क्षेत्र में मोबाइल टावर लगाने हेतु कोई भूमि व अनुमति प्रदान नहीं की गई है।</p> <p>भवन विभाग, केशवपुरम क्षेत्र से प्राप्त सूचनानुसार 01.09.2017 से दी गयी अनुमति की सूची अनुलंगनक 'D' पर सलंगन है।</p>
ग	मॉडल टाउन विधानसभा क्षेत्र के वार्ड- 76, 77, 78 में कितने और मोबाइल टावर अभी लगाए जाने बाकी है, जो अभी प्रस्तावित है;	<p>उत्तरी दिल्ली नगर निगम द्वारा प्राप्त जानकारी के अनुसार लाभकारी परियोजना से प्राप्त सूचनानुसार मॉडल टाउन विधानसभा क्षेत्र के वार्ड-76,77,78 में अभी तक कोई स्थान प्रस्तावित नहीं है।</p>
घ	मॉडल टाउन विधानसभा में विभिन्न टावर कंपनियों के माध्यम से सड़कों को काटने में कितना राजस्व प्राप्त हुआ है और इन सड़कों को कब तक रिपेयर कर दिया जाएगा;	<p>उत्तरी दिल्ली नगर निगम द्वारा प्राप्त जानकारी के अनुसार लाभकारी परियोजना से प्राप्त सूचनानुसार उपरोक्त जारी की गई दोनो पोलिसियों में सड़कों को काटने की आवश्यकता नहीं होती।</p> <p>अधिक्षण अभियन्ता केशव पुरम क्षेत्र से प्राप्त सूचनानुसार मॉडल टाउन विधानसभा में विभिन्न टावर कम्पनियों के माध्यम से सड़कों को काटने में प्राप्त राजस्व एवं सड़कों के रिपेयर करने के सन्दर्भ में सूची अनुलंगनक 'E' पर सलंगन है।</p>

ड	जिन स्थानों पर मोबाइल टावर लगाए गए हैं, उन स्थानों से क्या कोई राजस्व प्राप्त होता है; और	उत्तरी दिल्ली नगर निगम द्वारा प्राप्त जानकारी के अनुसार लाभकारी परियोजना से प्राप्त सूचनानुसार मॉडल टाउन विधानसभा क्षेत्र में अभी उपरोक्त दोनों पोलिसियों के अन्तर्गत कोई मोबाइल टावर नहीं लगाए गए हैं। भवन विभाग, केशवपुरम क्षेत्र से प्राप्त सूचनानुसार जिन स्थानों पर मोबाइल टावर लगाये जाते हैं, उनसे निगम को नियमित रूप से राजस्व प्राप्त नहीं होता तथापि मोबाइल टावर को लगाने की अनुमति प्रदान करते समय एवं तय समय के बाद नवीनीकरण के समय पालिसी के अनुसार निश्चित शुल्क लिया जाता है।
च	यदि हाँ, तो कहां से और कितना राजस्व प्राप्त होता है? क्या इन स्थानों पर कार्यरत कर्मचारी सरकारी या गैर सरकारी है, इस संबंध में भी पूर्ण जानकारी उपलब्ध कराएँ?	उत्तरी दिल्ली नगर निगम द्वारा प्राप्त जानकारी के अनुसार लाभकारी परियोजना से प्राप्त सूचनानुसार चूंकि मॉडल टाउन विधानसभा क्षेत्र में अभी उपरोक्त दोनों पोलिसियों के अन्तर्गत कोई मोबाइल टावर नहीं लगाए गए हैं इस कारण मॉडल टाउन विधान सभा क्षेत्र से कोई राजस्व प्राप्त नहीं हुआ। भवन विभाग, केशवपुरम क्षेत्र से प्राप्त सूचनानुसार तीनो वार्डों से सम्बन्धित 01.09.2017 से रू० 66,85,000/- राजस्व प्राप्त हुआ जिसकी सूची अनुलग्नक 'F' पर संलग्न है। उत्तरी दिल्ली नगर निगम द्वारा इन स्थानों पर कोई भी कर्मचारी नियुक्त नहीं किया जाता है।


 Dy. Secretary (U.D./P.C.)
 Govt. of N.C.T. of Delhi
 Delhi Secretariat
 I.P. Estate, New Delhi-02

37/11/20
66

Am-02-A^{to}

463
18/12/20

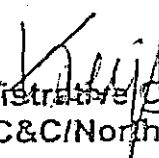
NORTH DELHI MUNICIPAL CORPORATION
OFFICE OF THE ADMINISTRATIVE OFFICER (C&C)
2ND FLOOR, DR. S.P.M. CIVIC CENTRE,
MINTO ROAD, NEW DELHI.

No.F.33/Corp. Committee/AOI/ 763 /C&C

Dated: 18-12-2020

A copy of the Corporation Committee Resolution No. 218 dated 26.11.2020 received from the Municipal Secretary Office, NDMC is forwarded for further necessary action.

The relevant file in Duplicate of the case is also attached.


Administrative Officer
C&C/North DMC

A.D.C./R.D. Cell

AJ
21/12/20
S-1AP/
R.D.M.

Copy to Addl. Commissioner () for kind information & necessary action please.

दिनांक 26/11/20

को हुई

उत्तरी दिल्ली नगर निगम

की

समिति

41/4/2021 नमस्तर (220)
11/11/20 समा

6916

के प्रस्ताव संख्या
मद संख्या

218

की प्रतिलिपि।

Urgent Business No. 192

Subject :— Policy for permission of setting up Communication Cellular Mobile Towers on Wheels (COWs) in North Delhi Municipal Corporation areas.

(i) Commissioner's letter No. F. 33/ADC/R.P. Cell/NDMC/476/C&C dated 3-9-2020.

During the various meetings at the level of Telecom Ministry and other authorities, the issue of Cellular Towers on Wheels (COWs) was raised many times. During the course of discussion, it was noted that there is no policy on date governing setting up/establishment of COWs in the three Corporations. Accordingly, South DMC being the Nodal Agency for cell tower matters, framed a policy for setting up/establishment of COWs in area of their jurisdiction.

The policy was framed by South DMC and got approved from the House of South Delhi Municipal Corporation vide Resolution No. 259 dated 4-1-2020. The copy of resolution is annexed as A.

In orders to resolve the problem of general public regarding work connectivity of Mobile Phones, the matter for adopting of policy of South DMC was placed before authorities and Commissioner, NDMC vide order dated 7-7-2020 has allowed to place preamble before North DMC for approval to adopt the policy for permission of setting up Communication Cellular Mobile Towers on Wheels (COWs).

The highlights of the policy are as follows :—

1. The Cellular on Wheels (COWs) shall be set up in public places like parking lots, parks, markets, other vacant spaces and along road sides (wherever possible) etc.
2. The maximum area per COW shall be allotted upto 50 sqm. with maximum width up to 8 meters (including the space required for guy wires/anchor wires etc.).
3. The monthly rental charges for the land allotted for COW shall be @ Rs. 339/- (Rs. three hundred thirty nine only) per sq.ft./per month + applicable taxes (including co-sharing with other Telecom Service Providers). The monthly rental charges for the land allotment shall be enhanced after every three years @ 8% per annum, compounding on yearly basis. Besides, the revision of rates will be within the absolute discretion of the North DMC.
4. The North DMC will provide bare space for placement and operational requirement for the COW for a maximum period of three years and minimum period of three months and the telecom company/service provider will follow all relevant guidelines of Department of Telecom, TRAI etc. in this regard. If the telecom company/service provider need to operate the allotted land after completion of maximum period of three years then the telecom company/service provider can apply three months prior to expiry of three years period of the allotment and the request/application of the telecom company/service provider will be treated as AFRESH.

UB/NDMC[2]

5. The location of the site will be finalized after conducting the joint survey with the North DMC staff as well as the representative from telecom company/service provider and the decision of the North DMC will prevail.
6. Since the COW is a temporary structure and can be installed at the following places :—
 - (a) Public places
 - (b) Markets,
 - (c) Parks,
 - (d) On road sides,
 - (e) Parking areas &
 - (f) Open spaces within Departments' premises
 - (g) Any other place, as deemed fit by North DMC.
7. The feasibility of sites will be decided by the joint inspection of the Committee.

On the analogy of South DMC the policy for permission of setting up Communication Cellular Mobile Towers on Wheels (COWs) in North Delhi Municipal Corporation areas is framed and annexed asB herewith.

The Finance Department has concurred the proposal.

The proposal is vetted by Law Department with the following observations :—

"The matter has been examined. The draft is proposing to adopt the policy passed by South DMC for granting of permission for COWs. The Finance Deptt. has already examined the matter. The may now process the case accordingly. However, dispute resolution mechanism may also be inserted."

Accordingly, as per opinion of Law Deptt. the Dispute Resolution Clause is added in the policy at S. No. 35.

The matter may be placed before North Delhi Municipal Corporation through Standing Committee as urgent matter of business for adoption of policy for permission of setting up Communication Cellular Mobile Towers on Wheels (COWs) passed by South DMC vide Resolution No. 259 dated 4-1-2020 for granting of permission for setting up Communication Cellular Mobile Towers on Wheels (COWs) in North Delhi Municipal Corporation areas.

UB/NDMC[3]

67C

**Copy of Resolution No. 259 of the Ordinary January (2020) Meeting of the
South Delhi Municipal Corporation held on 4-1-2020**

Item No. 14 — Policy for permission of setting up Communication Cellular Mobile Towers on Wheels (COWs) in South Delhi Municipal Corporation areas.

(i) Commissioner's letter No. F. 33/RP Cell/SDMC/575/C&C dated 4-12-2019.

In the Standing Committee held on 22nd October, 2019, issue of existing unauthorized communications Cellular Towers on Wheels (COWs) hereinafter referred to as COWs was raised. During the course of discussion, it was noted that there is no policy on date governing setting up/establishment of COWs in the South DMC areas. The members expressed that the SDMC should frame a policy for setting up/establishment of COWs in South DMC areas and to generate revenue.

BACKGROUND AND FACTS

In number of meetings, the representatives of Cellular Mobile Operators pointed out that the number of complaints are being received regularly from the general public regarding poor signals/call drops while making the cellular phone calls. It was also pointed out that in many cases they face lot of resistance from the residents of the colony/area while installing of cellular towers on rooftop of a building resulted into poor signals.

To resolve this problem, suggestions were received from the representatives that Cellular on Wheels (COWs) may be provided in the area where such types of complaints of poor signals are being received. The COW is a temporary arrangement which can be installed at required location (Public places i.e. markets, parks, on road sides, parking areas and open spaces in Departments' premises, etc.).

Accordingly, the proposal was moved and the Addl. Cmr. (Engg.) observed that this proposal needs mention of the terms and conditions as well as revenue earning options in detail.

In this regard, the documents/policies/information have been collected from various departments/States where such type of COWs are being permitted i.e. New Delhi Municipal Council (NDMC), Haryana, Defence, Maharashtra, Uttarakhand, Orissa, etc.

OPINION OF LAW

The matter was studied and the opinion of Law Deptt. was also obtained on this issue. The opinion of Law Department is reproduced as under :—

1. The department has not placed on record a copy of notification dated 15-11-2016 issued by Ministry of Communications (Department of Communications) published in the Gazette of India on 16th Nov., 2016. This notification has been issued in exercise of powers conferred by Sub-section (1) of Clause (e) of Sub-section (2) of Section 7 read with Sections 10, 12 & 15 of the Indian Telegraph Act, 1885. A copy of the aforesaid notification having been downloaded from the official website is placed opposite for perusal and consideration of the Engineering Wing to bring its terms and conditions within the ambit of aforesaid notification.
2. The notification deals with the rules framed by the Central Govt. with respect to under-ground infrastructure and over-ground infrastructure (Mobile Towers). Therefore, while making any policy and terms and conditions governing the contemplated policy, the department should not frame any condition de hors the rules contained in the aforesaid notification.
3. A perusal of the notification shows that the SDMC being a local authority is covered under the definition of appropriate authority and it can exercise the powers with respect to framing of policies, terms and conditions within the rules framed by the Central Govt. and conditions governing the license U/s 430 of the DMC Act, 1957.

UB/NDMC[4]

- 66/C
4. As per mandate of the aforesaid rules, the SDMC is required to appoint a Nodal Officer for the purpose of the rules contained in the aforesaid notification to deal with the contemplated policy of the Corporation.
 5. The SDMC is also required to develop an electronic application process if the same has not been established by the State Govt.
 6. Chapter-3 of the aforesaid notification contains a detailed list of supporting documents to be provided by the licensee in support of his application, the department may take into consideration while finalizing its list of documents required for processing applications for granting approval for COW under the contemplated policy.
 7. The aforesaid notification empowers the SDMC to fix one-time administrative charges for every application which shall not exceed ten thousand rupees. Therefore, the department is at liberty to fix the administrative charges which should not be over and above ten thousand rupees.
 8. In addition to one time administrative expenses, the SDMC may also charge license fee as it may deemed fit with its proper justification and approval of the competent authority. It is significant to mention here that under Settlement Agreement arrived before Delhi High Court through mediation, the SDMC is entitled to recover Rs. 2 lacs for 5 years as license fee.

Therefore, the Engineering Department may take into consideration this aspect while giving its proposal to competent authority for enhancement of the license fee with proper justification.

9. The SDMC may also recover the charges for the ground on which COW will exist.
10. Rule 10 of the aforesaid rules inter alia provides the process of examination of application which shall be a part of any policy that may be contemplated by the department.
11. It may be noted that the Proviso of Rule 10 contains the deeming fiction of law providing that if the SDMC fails to either grant permission or reject the same in writing within the specified time, the permission is deemed to have been granted. Therefore, a strong mechanism has to put in place for examination of all the applications and disposal of the same within the specified time to avoid deeming fiction.
12. The Law Department is of the opinion that the contemplated policy of the department should be in conformity of the aforesaid notification containing the rules of over-ground infrastructure (Mobile Towers).

In addition to above, the department may also ensure that the following terms and conditions are appropriately incorporated/inserted in the contemplated policy :—

- (i) A complete mechanism to deal with the defaulters of payment of license fee of cell towers, charges of ground, along with absolute power to give direction for relocation of Towers in case of public inconvenience if any contingency arises to meet obligatory functions of the Corporation under which the Corporation.
- (ii) Appropriate condition for indemnification of Corporation in case of any accident arising out of instability of structure of any accidental event resulting to any loss of lives or property.

UB/NDMC[5]

(iii) A specific condition for granting of permission for placing COW on the land of Corporation shall not create any right title of interest in favour of the applicant with absolute discretion of the Corporation to direct re-location of the same in case of any need as may be deemed appropriate by the Corporation.

(iv) The Corporation should also keep liberty to review the charges periodically as and when the situation arises.

The department may draft its preamble for placing it before the competent authority keeping in view of the notification dated 15-11-2016 as well as the aforesaid legal opinion.

The draft policy containing above opinion of Law was again sent to Law Department for vetting. The Law Department vide its note dated 11-11-2019 observed that "The policy appears legally in order". Further, Law Department in its note dated 20-11-2019 stated that "There are certain corrections carried in the draft. Needs revision."

The proposal containing draft policy was also sent to Finance Department.

While agreeing with the proposal, the Finance Department in its note dated 21-11-2019, stated that the following may be incorporated in the draft policy and placed before the competent authorities :—

S. No.	Observation of Finance	Reply
1.	As per the Government of India, Ministry of Communications, monthly charges for the space provided to mobile service provider on the rooftops of Government building in Delhi for erecting mobile tower shall be enhanced after every three years @ 8% per annum, compounding on yearly basis. Since the above notified base rates has been adopted for COW as Rs. 292/- per sq.ft./per month, rates to be charged in the year 2019 be calculated accordingly.	<p>Ministry of Urban Development, Govt. of India, Office Memorandum issued vide No. 18016/2/2015-Pl.III dated 8th March, 2016, which deals with fixation of licence fee in respect of the Mobile Towers to be erected on the rooftops of the Govt. buildings in Delhi. states that :</p> <p>"The issue regarding the fixation of licence fee recoverable from the mobile service providers for erecting mobile towers on the rooftops of the Govt. buildings in Delhi are under consideration in this Directorate.</p> <p>It has now been decided to levy the licence fee @ Rs. 292/- sq.ft. per month for the space provided to Mobile Service Providers in the rooftops of Government buildings in Delhi for erecting mobile towers. During the period the allotment subsists, revision of licence fee, excluding taxes, will be done every three years, to be computed @ 8% per annum, compounding on yearly basis, as per OM No. 18015/1/92-Pol.III dated 16-3-1999."</p> <p>This O.M. talks about revision of licence fee, excluding taxes, in case the allotment subsists and there is no circular/order on this issue in the year 2019 by the Ministry of Urban Development, Govt. of India.</p>

UW/NDMC/61

64/c

2. As per Clause 27 of the draft document, penalty of 25% can be imposed on regularization of COWs installed without permission. Finance is of the view that since no policy was in existence as on date, penalty of 25% of the requisite permission fee can be imposed after a cut off date as decided in the policy or from the date of installation. However, department can calculate and recover the arrears from the present operations, if any at the rate of Rs. 292/- per sq.ft./per month from the date of installation as one-time measure.
3. As per Clause 8 of the draft document, SDMC may also charge license fee with proper justification and approval of competent authority. Department is advised to incorporate the proposed rates accordingly.
4. May be vetted from Law Deptt.
5. If any civic body in Delhi has floated tender/allotted this work, the same rates may also be explored as a benchmark.

Existing COWs on date of issue of this Policy will have to pay arrears from the date of their existence and if any COW installed without permission after the issue of this Policy then it shall be regularized after payment of penalty @ 25% over and above the monthly rental charges. The rental charges as well as the penalty will be charged on monthly basis.

The rates/charges will be fixed after approval of the competent authority.

The draft policy was also sent to the Law Deptt., certain corrections have been carried out by Law Deptt. and accordingly, as suggested by Law Deptt., draft policy has been revised.

New Delhi Municipal Council had floated tenders for 156 sites, with maximum space as 50 sqm. or 538 sq.ft. area for each site for a period of three years.

The estimated cost for these 156 sites was Rs. 99.84 crores for 3 years.

The cost per site for 3 years comes to Rs. 64,00,000/- ($99,84,00,000/156 = 64,00,000/-$)

The cost per site per month comes to Rs. 1,77,777.77 ($64,00,000/36 = 1,77,777.77$).

The cost per sq.ft. per month comes to Rs. 330.44 ($1,77,777.77/50 \text{ sqm. or } 538 \text{ sq.ft.} = 330.44$)

The awarded cost for 52 sites = Rs. 94.69,444.-

The awarded cost per site per month for 50 sqm. = Rs. 1,82,104/-.

The awarded cost per site per month per sq.ft. = Rs. 338.48

($1,82,104/538 = 338.48$) (say Rs. 339/-)

UB/NDMC/171

63/c
As enquired from M/s. INDUS TOWERS LTD., who has been allotted Group-B (52 sites) by NDMC, the size for one COW, in general is 5 mtr. x 5 mtr. or 269 sq.ft. So the amount of one COW of this size/area will be around Rs. 91,200/- with rate as Rs. 339/- per sq.ft. per month. However, the requirement of size/area from telecom company/service provider may vary and as draft policy the maximum area permitted for installation of COW is upto 50 sqm.

With reply to the afore-mentioned observations and as suggested by Law Deptt., the draft policy was revised and sent to Finance Deptt. as well as Law Deptt. for vetting.

Finance Department vide its note dated 25-11-2019 observed that "Since the policy of COWs has been drafted newly in the SDMC, the Finance is agree to the proposal of the department as it has been revenue earning potential for SDMC. However, the Finance suggestion are as under :—

1. Opinion of LAW Deptt. should be adhered to.

"Law Department vide its note dated 26-11-2019 observed that "Redrafted policy perused. This is legally in order. The facts are to be verified by the Deptt."

POLICY :

Government of India, Ministry of Communication (Deptt. of Telecommunication) has notified rules to regulate underground infrastructure (Optical Fiber) and over-ground infrastructure (Mobile Towers) Rules vide Notification dated 15th November, 2016, which was published in Gazette of India on 16th November, 2016.

A perusal of the notification by the Law Deptt. shows that the SDMC being a local authority is covered under the definition of appropriate authority and it can exercise the powers with respect to framing of policies, terms and conditions within the rules framed by the Central Govt. and conditions governing the license U/s 430 of the DMC Act, 1957.

As per the documents/information collected from the other departments/agencies and the legal opinion from the Law Deptt., South DMC, the powers conferred to South DMC being local body and discussions with higher officers and representative of Telecom Operators, the draft policy is prepared with following conditions :—

I.

1. The Cellular on Wheels (COWs) shall be set up in public places like parking lots, parks, markets, other vacant spaces and along road sides (wherever possible) etc.
2. The maximum area per COW shall be allotted upto 50 sq.mtrs. with maximum width upto 8 meters (including the space required for guy wires /anchor wires etc.).
3. The monthly rental charges for the land allotted for COW shall be @ Rs. 339/- (Rs. three hundred thirty nine only) per sq.ft./per month + applicable taxes (including co-sharing with other Telecom Service Providers). The monthly rental charges for the land allotment shall be enhanced after every three years @ 8% per annum, compounding on yearly basis. Besides, the revision of rates will be within the absolute discretion of the SDMC.

UR/NDMC(11)

- 62/C
4. The SDMC will provide bare space for placement and operational requirement for the COW for a maximum period of three years and minimum period of three months and the telecom company/service provider will follow all relevant guidelines of Department of Telecom, TRAI, etc. in this regard. If the telecom company/service provider need to operate the allotted land after completion of maximum period of three years then the telecom company/service provider can apply three months prior to expiry of three years period of the allotment and the request/application of the telecom company/service provider will be treated as AFRESH.

5. The location of the site will be finalized after conducting the joint survey with the SDMC staff as well as the representative from telecom company/service provider and the decision of the SDMC will prevail.

Since the COW is a temporary structure and can be installed at the following places :—

- (a) Public places
- (b) Markets
- (c) Parks
- (d) On Road sides
- (e) Parking areas &
- (f) Open spaces within Departments' premises
- (g) Any other place, as deemed fit by SDMC.

For joint survey and finalization of the location of the site, teams can be formed at Zonal Level comprising of officials from Building Department, Maintenance Department, R.P. Cell (for 'a', 'b', 'd', 'e' & 'g' above), Land & Estate Deptt. (for 'f' above), Horticulture Department (for 'c' above) and representative from the respective telecom company/service provider.

6. SDMC in its own capacity reserves the right to outrightly reject any application without assigning any reason.
7. The maximum height of any structural element installed with COW will be upto 30 mtr. above the ground level at any location.
8. The COW shall be installed for the enhancement of mobile signal and the SDMC will reserve the right to ensure that there is no violation of the same.
9. The telecom company/service provider shall take the site on "As is where is basis".
10. All the sites will be tentative and are subject to change of site by SDMC for which the telecom company/service provider will not seek any adjustment in the monthly rental charges or any claim, compensation, damages or any other consideration whatsoever. It will be the absolute discretion of the Corporation to direct re-location of the already allotted site in case of any need as may be deemed appropriate by the Corporation.
11. The infrastructure facilities such as electric connection shall be arranged by the telecom company/service provider and the cost of electric connection including cabling, penal, electric meter, electric charges and other ancillary charges, shall be borne by the company/service provider. The telecom company/service provider will ensure that all the electric wiring, gazettes are used and maintained properly and are in good conditions.

UB/NDMC[9]

- 61/c
12. The space upto the maximum of 50 sq.mtrs. will be considered including all these facilities and no excess space will be covered by the telecom company/service provider on any pretext. (It will be the absolute discretion of SDMC to determine and allow the space upto 50 sq.mtrs.)
 13. The telecom company/service provider at its own cost shall take the necessary statutory permissions/certificates if required for the same from any other agency or deptt. as per law and will submit the following documents :—
 - (a) The telecom company/service provider will indemnify the SDMC to keep harmless from all losses damage/fire.
 - (b) No Objection Certificate from Archaeological Survey of India (ASI) (wherever applicable).
 - (c) No Objection Certificate from Airports Authority of India (AAI) (only in case if the location is marked in 'Red' Zone in Colour Coded Zoning Map (CCZM) specified by AAI).
 - (d) As per guidelines of Department of Telecommunications (DOT), a copy of application for Standing Advisory Committee on Frequency Allocation (SACFA) clearance acknowledged by WPC Wing of Department of Telecommunication, Govt. of India with registration number for the individual location will be submitted along with the application for new towers in the Corporation and the SACFA clearance, when obtained will be submitted within 6 months of granting permission. The self-declaration in this regard will be submitted by the applicant. In case of existing mobile towers the SACFA clearance, wherever available, will be submitted alongwith the application in the Corporation.
 14. The telecom company/service provider shall install/operate the COW within the designated site and shall maintain the same in neat and sanitary conditions and comply with all applicable laws of the country.
 15. The telecom company/service provider shall ensure high standard of hygienic and cleanliness so as to create a clean and healthy environment to enhance the image of SDMC. In case the telecom company/service provider fails to maintain the same, the fine as per applicable laws will be imposed on it. In this regard, the directions/guidelines of the Hon'ble Court or the departments/agencies shall be followed.
 16. Any physical (or otherwise) damage or injury to the commuters/passersby due to lapse on the part of the telecom company/service provider will be the sole responsibility of the telecom company/service provider only and the SDMC will have no legal obligations or liabilities towards the injured. The telecom company/service provider will indemnify and can be indemnified the SDMC for any losses on this account.
 17. The telecom company/service provider will ensure that fire detection, lightening and special measures are installed at the applicable site and are kept in good condition.
 18. The telecom company/service provider agrees voluntarily and unequivocally to provide un-fettered access to the authorized representative of the SDMC for inspection at any time and agrees voluntarily and unequivocally to abide by and comply with all instructions as may be indicated by the SDMC. Non-compliance will be treated as breach and permission, so granted, will be revoked.

UD/NDMC [10]

- 60/c
19. *Encroachment* :— The telecom company/service provider will strictly not encroach upon any area and shall restrict to allotted site only. In case, the telecom company/service provider encroaches upon the public land, the SDMC reserves the right to revoke the permission and forfeit the interest-free performance security.
 20. *Security Arrangement* :— The telecom company/service provider will ensure safety and security of the equipments installed at the allotted sites and will be responsible for safety and security of the sites. The SDMC in any case will not take any responsibility of theft/loss.
 21. *No Signage* :—The telecom company/service provider shall not be allowed to install any type of signage (commercial/non-commercial) for any purpose inside or outside the sites. In case, the telecom company/service provider installs any type of signage (commercial/non-commercial) for any purpose inside/or outside the sites, a fine of Rs. 10,000/- (Rupees ten thousands) per day per site will be imposed upon the company/service for a maximum period of seven days, after which SDMC reserves the right to revoke the permission w.r.t. such site(s) without any notice/communication.
 22. *Compliance with the Law* :— The sites and the fixtures and the appurtenances thereto conform to every applicable requirement of law or duly constituted authority or the requirements of the carriers of all insurance on or relating to the sites. The telecom company/service provider at its sole risk and expense, at all times during the term thereof promptly comply with all such requirements. The telecom company/service provider shall comply with all applicable statutes, rules and regulations of Central, State Governments, Municipal bodies, and all applicable rules and also regulations of the Delhi Fire Department. The telecom company/service provider shall comply with and abide by the judgements passed from time to time by Hon'ble Supreme Court/High Court or any other judicial/quasi-judicial body/authority. The same shall be the responsibility of telecom company/service provider.
 23. The selection of site for installation of COWs and its operation shall be such that it should not disturb the free movements of the traffic/public and shall preferably be away from the school/hospital and places where heavy traffic and public movement is being done.
 24. The COW may include the base of the Tower on Wheels subject to fulfilment of the safety measures and structural stability.
 25. For providing generator set for COW, a copy of the type test certificate issued by Automotive Research Association of India (ARAI) to the manufactures of the Diesel Generator (D) Sets, as per guidelines issued by DOT will be submitted along with clearance of DPCC.
 26. The telecom company/service provider shall ensure the safety guidelines issued by DOT in this regard. However, a Self-Declaration in this regard will be submitted by the applicant.
 27. For COWs existing before issue of this Policy, telecom company/service provider, at the time of regularization within 30 days of notification of Policy, will have to pay arrears from the date of their existence with penalty @ 25% over and above the monthly rental charges. If any COW is found installed without permission after 30 days of issue of this Policy then it shall be regularized after payment of penalty @ 50% over and above the monthly rental charges. The rental charges as well as the penalty will be charged on monthly basis. For date of existence of COW, the telecom company/service provider will have to submit an affidavit along with other requisite documents.

UB/NDMC[11]

- 59/c
28. After expiry of the period of permission due to efflux of time or termination of the permission whichever is earlier, a 15 days period will be provided to the telecom company/service provider to remove its material from the sites and peacefully handover the vacant sites.

The telecom company/service provider shall vacate the sites by taking away all its articles and handover the vacant sites before such period otherwise the SDMC shall have the right to seize these material. Unauthorized occupancy charges (equivalent to twice the monthly rental charges) will be levied after expiry of such 15 days Grace Period.

29. *Transfer* :—The telecom company/service provider, during the tenure of permission shall not transfer, assign or part with the sites or any portion thereof permanently or temporarily to anybody else and shall not be allowed to take any person to share the towers, except in accordance with this permission, without the prior permission of the SDMC.
30. *Assignment and Sub-letting* :— Any form of assigning the right to the permission or sub-letting the whole or part thereof of the sites, will strictly not be allowed at any point during the period of permission and violation of the same, will lead to the revocation of the permission, with the SDMC reserving the right to forfeit all interest-free performance security and payments made.
31. *Duration of permission period* :— The permission shall be for a period of 3 (three) years from the date of issue of permission letter. Such permission would remain applicable subject to fulfilment of the terms and conditions, and such permission should expire with efflux of time. The monthly rental charges will be charged from the date of issue of permission letter.
32. *Compliance with applicable Laws* :—The telecom company/service provider shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker's compensations funds and employees state insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel as per law and it is agreed they shall at no point of time be or construed to be employees of the SDMC and the telecom company/service provider shall be solely responsible for compliance with all Labour Laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's Compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel.
33. *Employees conduct* :—The telecom company/service provider shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unfair activities, demonstrations in the vicinity of the site.
34. For dispute of any kind, the jurisdiction of courts will be Delhi only.

II.

FEE STRUCTURE :

- (A) Administrative charges = Rs. 10,000/- (Rs. ten thousand) per COW (NON-REFUNDABLE).
- (B) Monthly rental charges for land allotted is Rs. 339/- (Rs. three hundred thirty nine only) per sq.ft./per month.

UB/NDMC/12/

- 58/c
- (C) For COWs existing before issue of this Policy, telecom company/service provider, unique time of regularization within 30 days of notification of Policy, will have to pay arrears from the date of their existence with penalty @ 25% over and above the monthly rental charges. If any COW is found installed without permission after 30 days of issue of this Policy then it shall be regularized after payment of penalty @ 50% over and above the monthly rental charges. The rental charges as well as the penalty will be charged on monthly basis. For date of existence of COW, the telecom company/service provider will have to submit an affidavit along with other requisite documents.
- (D) Applicable taxes.
- (E) After issuance of permission letter by the SDMC, the telecom company/service provider should submit three months advance fee and two months of fee as security deposit. Security deposit will be refunded after expiry of the allotted period. If security is deposited in the form of Bank Guarantee then the validity of Bank Guarantee will be period of permission plus three months. The Bank Guarantee should be drawn on any Nationalised Bank within the jurisdiction of Delhi only.
- (F) **Payment Terms** :—The advance amount equivalent to three months rental charges paid by the telecom company/service provider shall be adjusted towards the monthly rental charges for first three months in respective first three months.

Thereafter, the telecom company/service provider shall submit to the SDMC, the advance monthly rental charges per month for each site and other dues, if any, on or before 7th day of the month through online payments.

Non-payment of monthly rental charges and other dues within the prescribed date will constitute breach of the terms of permission and shall render the permission liable to be revoked. Besides, the telecom company/service provider shall pay an interest of 15% per annum on the amounts of permission and other dues payable remaining outstanding after the due date and falling in arrears. Interest shall continue to accrue till the monthly rental charges and other dues are finally squared up. Such interest shall be charged for the full month if the payment of monthly rental charges and other dues are not made by the due date with arrears, if any. In case, payment remain outstanding for a maximum period of 45 days, the permission shall stand terminated.

III.

S.O.P. FOR GRANT OF PERMISSION :

Application for grant of permission will be submitted by the telecom company/service provider having valid license from the Deptt. of Telecommunication, Ministry of Communications, Govt. of India

List of documents to be submitted along with application :—

- (i) Copy of relevant license issued by the Deptt. of Telecommunication, Govt. of India and copy of registration certificate of the company.
- (ii) The telecom company/service provider will submit the plan and location plan of the COW duly signed by the applicant and the Structural Engineer. The Plan should include the extent of land required for establishment of the overground telegraph infrastructure for COW.
- (iii) No Objection Certificate from Archaeological Survey of India (ASI) (wherever applicable).
- (iv) No Objection Certificate from Airports Authority of India (AAI) (only in case if the location is marked in 'Red' Zone in Colour Coded Zoning Map (CCZM) specified by AAI).
- (v) Copy of the type test certificate issued by Automotive Research Association of India (ARAI) to the manufactures of the Diesel Generator (D) Sets, if applicable, along with clearance of DPCC.
- (vi) Self-declaration of SACFA Clearance, to be obtained within six months.

UB/NDMC/13]

- 57(c)
- (vii) Indemnity Bond/Affidavit as per clauses mentioned at Sl. Nos. 13, 16, 25 & 26 above.
 - (viii) The telecom company/service provider will submit an Indemnity Bond indemnifying the SDMC to keep harmless from all losses/damage fire.
 - (ix) Certification of the technical design by a Structural Engineer attesting to the structural safety of the overground telegraph infrastructure of COW.
 - (x) The names and contact details of the employees of the telecom company/service provider for the purposes of communication in regard to the application made.

TIMELINES :

S.No.	Action	Timeframe
1.	Scrutiny of documents submitted by the telecom company/service provider.	Within 7 days of receipt of application.
2.	Joint Inspection of site(s) by the following Members/Team : <ul style="list-style-type: none"> (i) EE(B) of the zone/area or his representative (ii) EE(M) of the zone/area or his representative (iii) AC/RP Cell or his representative (except in case of Park) (iv) Representative of Land & Estate Deptt. (v) Representative from Horticulture Deptt. (in case of Park) (vi) Representative of the telecom company/service provider 	Within 7 days of scrutiny of documents and if the documents submitted are found in order.
3.	Issuance of Letter of Acceptance.	Within 7 days of joint inspection, if site found feasible.
4.	Deposition of Advance Monthly Rental Charges (equivalent to 3 months monthly rental charges) & security deposit (equivalent to 2 months monthly rental charges).	Within 15 days of issuance of letter of acceptance.
5.	Grant of permission.	Within 7 working days of completion of all formalities including deposition of advance monthly rental charges security deposit.

In view of all above, it is submitted that the proposal containing Policy for permission of setting up Communication Cellular Mobile Towers on Wheels (COWs), with the Fee Structure as mentioned in the Policy, in South Delhi Municipal Corporation areas, may be placed before the Corporation through Standing Committee for consideration and approval please.

(ii) Resolution No. 117 of the Standing Committee dated 18-12-2019.

Resolved that it be recommended to the Corporation that the proposal of the Commissioner as contained in his letter No. F. 33/RP Cell/SDMC/575/C&C dated 4-12-2019 regarding Policy for permission of setting up Communication Cellular Mobile Towers on Wheels (COWs) in South Delhi Municipal Corporation areas, as detailed in aforesaid letter, be approved.

Resolution No. 259 Resolved that as proposed by the commissioner in his letter No. F. 33 R.P. Cell/ SDMC/575/C&C dated 4-12-2019 and recommended by the Standing Committee vide its Resolution No. 117 dated 18-12-2019, Policy for permission of setting up Communication Cellular Mobile Towers on Wheels (COWs) in South Delhi Municipal Corporation areas, as detailed in aforesaid letter, be approved.

The motion was carried.

UB/NDMC/141

**Policy for permission of setting up Communication Cellular Mobile Towers on
Wheels (COWs) in North Delhi Municipal Corporation areas**

BACKGROUND AND FACTS

In number of meetings, the representatives of Cellular Mobile Operators pointed out that the number of complaints are being received regularly from the general public regarding poor signals/call drops while making the cellular phone calls. It was also pointed out that in many cases they face lot of resistance from the residents of the colony/area while installing of cellular towers on rooftop of a building resulted into poor signals.

To resolve this problem, suggestions were received from the representatives that Cellular on Wheels (COWs) may be provided in the area where such types of complaints of poor signals are being received. The COW is a temporary arrangement which can be installed at required location (Public places i.e. markets, parks, on road sides, parking areas and open spaces in Departments' premises, etc.).

Accordingly, the proposal was moved for adoption of the policy of South Delhi Municipal Corporation for Cellular Mobile Towers on Wheels (COWs) which is approved by the House of South Delhi Municipal Corporation vide Resolution No. 259 dated 4-1-2020. Commissioner, North DMC vide orders dated 7-7-2020 allow to process the case for approval of House of North DMC for adoption of the same.

Government of India, Ministry of Communication (Deptt. of Telecommunication) has notified rules to regulate underground infrastructure (Optical Fiber) and over-ground infrastructure (Mobile Towers) Rules vide Notification dated 15th November, 2016, which was published in Gazette of India on 16th November, 2016.

COW is a temporary structure and can be installed at Public places, Markets, Parks, on Road sides, Parking areas & Open spaces within Departments' premises & any other place, as deemed fit by North DMC.

I. Any telecom company/service provider having valid license from the Deptt. of Telecommunication Ministry of Communication, Govt. of India can apply for grant of permission for installation of COW within the jurisdiction of North DMC, on following terms & conditions:

1. The Cellular on Wheels (COWs) shall be set up in public places like parking lots, parks, markets, other vacant spaces and along road sides (wherever possible) etc.
2. The maximum area per COW shall be allotted upto 50 sq.mtrs. with maximum width upto 8 meters (including the space required for guy wires/anchor wires etc.).
3. The monthly rental charges for the land allotted for COW shall be @ Rs. 339/- (Rs. three hundred thirty nine only) per sq.ft./per month + applicable taxes (including co-sharing with other Telecom Service Providers). The monthly rental charges for the land allotment shall be enhanced after every three years @ 8% per annum, compounding on yearly basis. Besides, the revision of rates will be within the absolute discretion of the North DMC.

4. The North DMC will provide bare space for placement and operational requirement for the COW for a maximum period of three years and minimum period of three months and the telecom company/service provider will follow all relevant guidelines of Department of Telecom, TRAI, etc. in this regard. If the telecom company/service provider need to operate the allotted land after completion of maximum period of three years then the telecom company/service provider can apply three months prior to expiry of three years period of the allotment and the request application of the telecom company/service provider will be treated as AFRESII. 55/c

5. The location of the site will be finalized after conducting the joint survey with the North DMC staff as well as the representative from telecom company/service provider and the decision of the North DMC will prevail

Since the COW is a temporary structure and can be installed at the following places :—

- (a) Public places
- (b) Markets.
- (c) Parks.
- (d) On Road sides.
- (e) Parking areas &
- (f) Open spaces within Departments' premises
- (g) Any other place, as deemed fit by SDMC.

For joint survey and finalization of the location of the site, teams can be formed at Zonal Level comprising of officials from Building Department, Maintenance Department, R.P. Cell (for 'a', 'b', 'd', 'e' & 'g' above), Land & Estate Deptt. (for 'f' above), Horticulture Department (for 'c' above) and representative from the respective telecom company/service provider.

6. North DMC in its own capacity reserves the right to outrightly reject any application without assigning any reason.
7. The maximum height of any structural element installed with COW will be upto 30 mtr. above the ground level at any location.
8. The COW shall be installed for the enhancement of mobile signal and the SDMC will reserve the right to ensure that there is no violation of the same.
9. The telecom company/service provider shall take the site on "As is where is basis".
10. All the sites will be tentative and are subject to change of site by North DMC for which the telecom company/service provider will not seek any adjustment in the monthly rental charges or any claim, compensation, damages or any other consideration whatsoever. It will be the absolute discretion of the Corporation to direct re-location of the already allotted site in case of any need as may be deemed appropriate by the Corporation.
11. The infrastructure facilities such as electric connection shall be arranged by the telecom company/service provider and the cost of electric connection including cabling, penal, electric meter, electric charges and other ancillary charges, shall be borne by the company/service provider. The telecom company/service provider will ensure that all the electric wiring, gazettes are used and maintained properly and are in good conditions.

- 541c
12. The space upto the maximum of 50 sq.mtrs. will be considered including all these facilities and no excess space will be covered by the telecom company/service provider on any pretext. (It will be the absolute discretion of North DMC to determine and allow the space upto 50 sq.mtrs.)
 13. The telecom company/service provider at its own cost shall take the necessary statutory permissions/certificates if required for the same from any other agency or deptt. as per law and will submit the following documents :—
 - (a) The telecom company/service provider will indemnify the North DMC to keep harmless from all losses/damage/fire.
 - (b) No Objection Certificate from Archaeological Survey of India (ASI) (wherever applicable).
 - (c) No Objection Certificate from Airports Authority of India (AAI) (only in case if the location is marked in 'Red' Zone in Colour Coded Zoning Map (CCZM) specified by AAI).
 - (d) As per guidelines of Department of Telecommunications (DOT), a copy of application for Standing Advisory Committee on Frequency Allocation (SACFA) clearance acknowledged by WPC Wing of Department of Telecommunication, Govt. of India with registration number for the individual location will be submitted along with the application for new towers in the Corporation and the SACFA clearance, when obtained will be submitted within 6 months of granting permission. The self-declaration in this regard will be submitted by the applicant. In case of existing mobile towers the SACFA clearance, wherever available, will be submitted along with the application in the Corporation.
 14. The telecom company/service provider shall install/operate the COW within the designated site and shall maintain the same in neat and sanitary conditions and comply with all applicable laws of the country.
 15. The telecom company/service provider shall ensure high standard of hygienic and cleanliness so as to create a clean and healthy environment to enhance the image of North DMC. In case the telecom company/service provider fails to maintain the same, the fine as per applicable laws will be imposed on it. In this regard, the directions/guidelines of the Hon'ble Court or the departments/agencies shall be followed.
 16. Any physical (or otherwise) damage or injury to the commuters/passersby due to lapse on the part of the telecom company/service provider will be the sole responsibility of the telecom company/service provider only and the North DMC will have no legal obligations or liabilities towards the injured. The telecom company/service provider will indemnify and can be indemnified the North DMC for any losses on this account.
 17. The telecom company/service provider will ensure that fire detection, lightening and special measures are installed at the applicable site and are kept in good condition.
 18. The telecom company/service provider agrees voluntarily and unequivocally to provide un-fettered access to the authorized representative of the North DMC for inspection at any time and agrees voluntarily and unequivocally to abide by and comply with all instructions as may be indicated by the North DMC. Non-compliance will be treated as breach and permission, so granted, will be revoked.

UB/NDMC (17)

- 53/c
19. **Encroachment** :— The telecom company/service provider will strictly not encroach upon any area and shall restrict to allotted site only. In case, the telecom company/service provider encroaches upon the public land, the North DMC reserves the right to revoke the permission and forfeit the interest-free performance security.
 20. **Security Arrangement** :— The telecom company/service provider will ensure safety and security of the equipments installed at the allotted sites and will be responsible for safety and security of the sites. The North DMC in any case will not take any responsibility of theft/loss.
 21. **No Signage** :— The telecom company/service provider shall not be allowed to install any type of signage (commercial/non-commercial) for any purpose inside/or outside the sites. In case, the telecom company/service provider installs any type of signage (commercial/non-commercial) for any purpose inside/or outside the sites, a fine of Rs. 10,000/- (Rupees ten thousands) per day per site will be imposed upon the company/service for a maximum period of seven days, after which North DMC reserves the right to revoke the permission w.r.t. such site(s) without any notice/communication.
 22. **Compliance with the Law** :— The sites and the fixtures and the appurtenances thereto conform to every applicable requirement of law or duly constituted authority or the requirements of the carriers of all insurance on or relating to the sites. The telecom company/service provider at its sole risk and expense, at all times during the term thereof promptly comply with all such requirements. The telecom company/service provider shall comply with all applicable statutes, rules and regulations of Central, State Governments, Municipal bodies, and all applicable rules and also regulations of the Delhi Fire Department. The telecom company/service provider shall comply with and abide by the judgements passed from time to time by Hon'ble Supreme Court/High Court or any other judicial, quasi-judicial body/authority. The same shall be the responsibility of telecom company service provider.
 23. The selection of site for installation of COW's and its operation shall be such that it should not disturb the free movements of the traffic/public and shall preferably be away from the school/hospital and places where heavy traffic and public movement is being done.
 24. The COW may include the base of the Tower on Wheels subject to fulfilment of the safety measures and structural stability.
 25. For providing generator set for COW, a copy of the type test certificate issued by Automotive Research Association of India (ARAI) to the manufactures of the Diesel Generator (D) Sets, as per guidelines issued by DOT will be submitted along with clearance of DPCC.
 26. The telecom company/service provider shall ensure the safety guidelines issued by DOT in this regard. However, a Self-Declaration in this regard will be submitted by the applicant.
 27. For COWs existing before issue of this Policy, telecom company/service provider, at the time of regularization within 30 days of notification of Policy, will have to pay arrears from the date of their existence with penalty @ 25% over and above the monthly rental charges. If any COW is found installed without permission after 30 days of issue of this Policy then it shall be regularized after payment of penalty @ 50% over and above the monthly rental charges. The rental charges as well as the penalty will be charged on monthly basis. For date of existence of COW, the telecom company/service provider will have to submit an affidavit along with other requisite documents.

UIN/DMC/118

28. After expiry of the period of permission due to efflux of time or termination of the permission whichever is earlier, a 15 days period will be provided to the telecom company/service provider to remove its material from the sites and peacefully handover the vacant sites. 52(c)

The telecom company/service provider shall vacate the sites by taking away all its articles and handover the vacant sites before such period otherwise the North DMC shall have the right to seize these material. Unauthorized occupancy charges (equivalent to twice the monthly rental charges) will be levied after expiry of such 15 days Grace Period.

29. *Transfer* :—The telecom company/service provider, during the tenure of permission shall not transfer, assign or part with the sites or any portion thereof permanently or temporarily to anybody else and shall not be allowed to take any person to share the towers, except in accordance with this permission, without the prior permission of the North DMC.
30. *Assignment and Sub-letting* :— Any form of assigning the right to the permission or sub-letting the whole or part thereof of the sites. It strictly not be allowed at any point during the period of permission and violation of the same, will lead to the revocation of the permission, with the North DMC reserving the right to forfeit all interest-free performance security and payments made.
31. *Duration of permission period* :— The permission shall be for a period of 3 (three) years from the date of issue of permission letter. Such permission would remain applicable subject to fulfilment of the terms and conditions, and such permission should expire with efflux of time. The monthly rental charges will be charged from the date of issue of permission letter.
32. *Compliance with applicable Laws* :—The telecom company/service provider shall bear all salaries, wages, bonuses, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker's compensations fund and Employees State Insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel as per law and it is agreed they shall at no point of time be or construed to be employees of the North DMC and the telecom company/service provider shall be solely responsible for compliance with all Labour Laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's Compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel.
33. *Employees conduct* :—The telecom company/service provider shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unfair activities, demonstrations in the vicinity of the site.
34. For dispute of any kind, the jurisdiction of courts will be Delhi only.
35. **Settlement of Disputes :**

35.1 Amicable Settlement :

In case of dispute arising between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other Party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 15 days of receipt. If that party fails to respond within 15 days, or the dispute cannot be amicably settled within 30 days following the response of that Party, Clause 32.2 shall become applicable.

UB/NDMC [19]

35.2 Arbitration :

- 35.2.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 35.1, may be referred to the Sole Arbitrator to be nominated by the Commissioner. Such arbitration shall be as per the provisions of the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be Delhi and the language of arbitration proceedings shall be English.
- 35.2.2 The Arbitrator shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Clause 32.2 shall be final and binding on the Parties as from the date it is made, and the Licensee/Contractor and the North DMC agree and undertake to carry out such Award without delay.
- 35.2.3 Licensee/Contractor and the North DMC agree that an Award may be enforced against the Licensee/Contractor and/or the North DMC as the case may be, and their respective assets wherever situated.
- 35.2.4 All legal disputes between the parties shall be subject to the jurisdiction of the Court(s) situated in Delhi.

II.

FEE STRUCTURE :

- (A) Administrative charges = Rs. 10,000/- (Rs. ten thousand) per COW (NON-REFUNDABLE).
- (B) Monthly rental charges for land allotted is Rs. 339/- (Rs. three hundred thirty nine only) per sq.ft./per month.
- (C) For COWs existing before issue of this Policy, telecom company/service provider, at the time of regularization within 30 days of notification of Policy, will have to pay arrears from the date of their existence with penalty @ 25% over and above the monthly rental charges. If any COW is found installed without permission after 30 days of issue of this Policy then it shall be regularized after payment of penalty @ 50% over and above the monthly rental charges. The rental charges as well as the penalty will be charged on monthly basis. For date of existence of COW, the telecom company/service provider will have to submit an affidavit along with other requisite documents.
- (D) Applicable taxes.
- (E) After issuance of permission letter by the North DMC, the telecom company/service provider should submit three months advance fee and two months of fee as security deposit. Security deposit will be refunded after expiry of the allotted period. If security is deposited in the form of Bank Guarantee then the validity of Bank Guarantee will be period of permission plus three months. The Bank Guarantee should be drawn on any Nationalised Bank within the jurisdiction of Delhi only.
- (F) *Payment Terms* :—The advance amount equivalent to three months rental charges paid by the telecom company/service provider shall be adjusted towards the monthly rental charges for first three months in respective first three months. Thereafter, the telecom company/service provider shall submit to the North DMC, the advance monthly rental charges per month for each site and other dues, if any, on or before 7th day of the month through online payments.

UB/NDMC [20]

50/c

Non-payment of monthly rental charges and other dues within the prescribed date will constitute breach of the terms of permission and shall render the permission liable to be revoked. Besides, the telecom company/service provider shall pay an interest of 15% per annum on the amounts of permission and other dues payable remaining outstanding after the due date and falling in arrears. Interest shall continue to accrue till the monthly rental charges and other dues are finally squared up. Such interest shall be charged for the full month if the payment of monthly rental charges and other dues are not made by the due date with arrears, if any. In case, payment remain outstanding for a maximum period of 45 days, the permission shall stand terminated.

III.

S.O.P. FOR GRANT OF PERMISSION :

Application for grant of permission will be submitted by the telecom company/service provider having valid license from the Deptt. of Telecommunication, Ministry of Communications, Govt. of India.

List of documents to be submitted along with application to Remunerative Project Cell, NDMC, 16th Floor, Dr. S.P. Mukherjee Civic Centre, Jawahar Lal Nehru Marg, New Delhi-110002 :

- (i) Copy of relevant license issued by the Deptt. of Telecommunication, Govt. of India and copy of registration certificate of the company.
- (ii) The telecom company/service provider will submit the plan and location plan of the COW duly signed by the applicant and the Structural Engineer. The Plan should include the extent of land required for establishment of the overground telegraph infrastructure for COW.
- (iii) No Objection Certificate from Archaeological Survey of India (ASI) (wherever applicable).
- (iv) No Objection Certificate from Airports Authority of India (AAI) (only in case if the location is marked in 'Red' Zone in Colour Coded Zoning Map (CCZM) specified by AAI).
- (v) Copy of the type test certificate issued by Automotive Research Association of India (ARAI) to the manufactures of the Diesel Generator (D) Sets, if applicable, along with clearance of DPCC.
- (vi) Self-declaration of SACFA Clearance, to be obtained within six months.
- (vii) Indemnity Bond/Affidavit as per clauses mentioned at Sl. Nos. 13, 16, 25 & 26 above.
- (viii) The telecom company/service provider will submit an Indemnity Bond indemnifying the North DMC to keep harmless from all losses/damage/fire.
- (ix) Certification of the technical design by a Structural Engineer attesting to the structural safety of the overground telegraph infrastructure of COW.
- (x) The names and contact details of the employees of the telecom company/service provider for the purposes of communication in regard to the application made.

UB/NDMC[21]

49/C

TIMELINES :

S.No.	Action	Timeframe
1.	Scrutiny of documents submitted by the telecom company/service provider.	Within 7 days of receipt of application.
2.	Joint Inspection of site(s) by the following Members/Team : (i) EE(B) of the zone/area or his representative (ii) EE(M) of the zone/area or his representative (iii) AC/RP Cell or his representative (except in case of Park) (iv) Representative of Land & Estate Deptt. (v) Representative from Horticulture Deptt. (in case of Park) (vi) Representative of the telecom company/service provider	Within 7 days of scrutiny of documents and if the documents submitted are found in order.
3.	Issuance of Letter of Acceptance.	Within 7 days of joint inspection, if site found feasible.
4.	Deposition of Advance Monthly Rental Charges (equivalent to 3 months monthly rental charges) & security deposit (equivalent to 2 months monthly rental charges).	Within 15 days of issuance of Letter of Acceptance.
5.	Grant of permission.	Within 7 working days of completion of all formalities including deposition of advance monthly rental charges, security deposit.

CLARIFICATIONS WITH REFERENCE TO THE MEETING HELD ON 9-12-2019 UNDER THE CHAIRMANSHIP OF THE COMMISSIONER/SOUTH DMC REGARDING COW/MBTS

S. No.	Suggestion of representatives of Telecom Companies/Telecom Service Provider/Infrastructure Provider-I (IP-I)	Reply/Remarks
1.	Agreement be replaced with License Deed.	Agreement has been replaced with Permission Letter.
2.	At page 1 para 4 from top, expression (/Infrastructure Provider (IP-I) be inserted.	Telecom Company/Service Provider has already been mentioned in the Policy which includes infrastructure provider. Also word "Registration Certificate" already exists in the Policy.
3.	Expression (/MBTS) be inserted after COW.	COW and MBTS is same.

UB/NDMC[22]

4. In policy expression "monthly rent" be replaced with expression "Monthly License Fee".

5. In para 3, the monthly fee mentioned is too high and not feasible. We suggest that monthly fee should be mentioned as Rs. 292/- sq.ft. to bring the fee at par with MoUD rates.

6. In Para 2, the maximum area should be enhanced to 64 sqm. (8 x 8). Same should be subject to space availability.

7. In para 25, after the word DPCC, Expression (If applicable) be added.

8. After para 4, para 4a should be inserted mentioning that if the service provider/IP want to terminate the agreement and remove COW at any time after 3 months, service provider/IP shall have to give a mandatory notice of 1 month or rent in lieu thereof to the NDMC.

9. Mandatory non-commercial signage may be allowed.

Monthly Rental Charges is one of the form for payment. 48/2

No Change in para 3.

No change in para 2

Already exists.

Since the Policy already provides for installation of COW for a minimum period of 3 months and maximum period of 3 years, so after the initial minimum period of 3 months, the telecom company/service provider can surrender the permission by giving three months advance notice in writing along with payment of the Monthly Rental Charges for the notice period. On expiry of the said notice period, the permission shall stand terminated/revoked and security deposit will be refunded accordingly.

The telecom company/telecom service provider/ infrastructure provider-I (IP-I) can install mandatory non-commercial signage only, as per provisions of Department of Telecommunication Notification dated 15-11-2016, which was published in Gazette of India on 16-11-2016, since this Policy is based on the said Notification.

Sd/-

Asstt. Commissioner
(R.P. Cell) SDMC

UP/NDMC[23]

47(c)

**"APPLICATION FORMAT FOR ALLOTMENT OF SPACE OF SETTING UP COW
(COMMUNICATION CELLULAR MOBILE TOWER ON WHEELS)/MBTS**

ON COMPANY LETTER HEAD

Date : _____

To

The Deputy Commissioner,
Remunerative Project Cell,
North Delhi Municipal Corporation,
16th Floor, E-1 Wing, Dr. Shyama Prasad Mukherjee Civic Centre, New Delhi-110002.

**SUBJECT :— APPLICATION FOR ALLOTMENT OF SPACE ON MONTHLY RENTAL
CHARGES/MONTHLY FEE FOR INSTALLATION AND OPERATION OF
COW (COMMUNICATION CELLULAR MOBILE TOWER ON WHEELS)/
MBTS UNDER THE JURISDICTION OF NORTH DMC.**

Sir,

1. I/We, the undersigned, have carefully examined the referred policy of NORTH DMC in respect of allotment of space for installation and operation of Communication Cellular Mobile Tower on Wheels (COW)/MBTS and apply for the same, in full conformity with the said policy along with Rules and Regulations notified by Government of India, Ministry of Communication (Deptt. of Telecommunication) vide Notification dated 15th November, 2016, which was published in Gazette of India on 16th November, 2016.
2. I/We understand that NORTH DMC is not bound to accept any application it receives and not to give reasons for rejection of any application.
3. I/We have physically inspected the space/sites for installation of COW MBTS and ready for joint survey and finalization of the location of the space/site after having fully aware of the present physical position of the space/sites.
4. After duly satisfying myself/ourselves of the present physical position of the space/sites. I/We are hereby submitting our application for the under-mentioned space/sites and have enclosed the required documents as per the application along with administrative charges i.e., Rs.10,000/- per COW/MBTS (Non-Refundable), as per the provisions of the Policy, in the form of DD/Pay Order in favour of COMMISSIONER NORTH DMC.

5. NECESSARY DETAILS FOR SPACE OF THE COW/MBTS :

'A'. LOCATION OF THE SPACE/SITE FOR INSTALLATION OF COW/MBTS.

- | | |
|--------------------------------|---|
| (i) NAME OF THE COLONY | : |
| (ii) NAME OF THE WARD | : |
| (iii) NAME OF THE ZONE | : |
| (iv) LANDMARK OF THE LOCATION | : |
| (v) LATITUDE OF THE LOCATION | : |
| (vi) LONGITUDE OF THE LOCATION | : |

'B'. PERMISSION TYPE

WHETHER, NEW: ☐ OR, FOR REGULARIZATION : ☐

(Please tick ✓)

UD/NDMC(24)

6. LIST OF DOCUMENTS REQUIRED TO BE ATTACHED WITH THE APPLICATION FORM :

- (i) Copy of relevant license or registration certificate issued by the Deptt. of Telecommunication, Govt. of India.
- (ii) Plan and location plan of the COW/MBTS duly signed by the applicant and the Structural Engineer. The Plan should include the extent of land required for establishment of the overground telegraph infrastructure for COW/MBTS.
- (iii) No Objection Certificate from Archaeological Survey of India (ASI) (wherever applicable).
- (iv) No Objection Certificate from Airports Authority of India (AAI) (only in case if the location is marked in 'Red' Zone in Colour Coded Zoning Map (CCZM) specified by AAI).
- (v) Copy of the type test certificate issued by Automotive Research Association of India (ARAI) to the manufactures of the Diesel Generator (D) Sets along with clearance of DPCC, if applicable.
- (vi) Self-declaration of SACFA Clearance, to be obtained within six months.
- (vii) Indemnity Bond/Affidavit as per clauses mentioned at Sl. No. 13, 16, 25 & 26 of the Policy in respect of allotment of space for installation of Communication Cellular Mobile Tower on Wheels (COW)/MBTS.
- (viii) Indemnity Bond indemnifying the North DMC to keep harmless from all losses/damage/fire.
- (ix) Certification of the technical design by a Structural Engineer attesting to the structural safety of the overground telegraph infrastructure of COW/MBTS.
- (x) The names and contact details of the employees of the telecom company/service provider for the purposes of communication in regard to the application made.

Signature and name of the Authorized Signatory
(Designation)

NB :—North DMC reserves the right to make any change in the Policy anytime for which the decision of the North DMC shall be final and binding on all. At the time of the submission of the application this undertaking shall be signed by the applicant and submitted along with the prescribed documents as proof of acceptance of all terms & conditions of the Policy in the event of the applicant being successful in the process.

DECLARATION/UNDERTAKING :

I/We have gone through and understood the contents of this policy document and application carefully. The information furnished by me/us is true & to the best of my/our knowledge and nothing has been concealed therefrom. I/We agree to the allotment of space/site is being made on "as is where is basis" and accept all the terms and conditions of the policy and shall be bound by the conditions given in the policy document and the Rules and Regulations notified by Government of India, Ministry of Communication (Deptt. of Telecommunication) vide Notification dated 15th November, 2016, which was published in Gazette of India on 16th November, 2016.

Seen and accepted.

Signature and name of the Authorized Signatory
(With Office Rubber Stamp)

(ii) Resolution No. 72 of the Standing Committee dated 22-10-2020.

Resolved that it be recommended to the Corporation that as proposed by the Commissioner in letter No. F. 33/ADC/RPCell/NDMC/476/ C&C dated 3-9-2020, approval for adoption of policy for permission of setting up Communication Cellular Mobile Towers on Wheels (COWs) passed by the South DMC vide Resolution No. 259 dated 4-1-2020 for granting of permission for setting up Communication Cellular Mobile Towers on Wheels (COW)s in North DMC areas, as detailed in the aforesaid letter, be accorded.

UB/NDMC[25]

45/c

Resolution No. 218

Resolved that as recommended by the Standing Committee vide its Resolution No. 72 dated 22-10-2020, the proposal of the Commissioner as contained in his letter No. F. 33/ADC/RPCell/NDMC/476/C&C dated 3-9-2020, regarding approval for adoption of policy for permission of setting up Communication Cellular Mobile Towers on Wheels (COWs) passed by the South DMC vide Resolution No. 259 dated 4-1-2020 for granting of permission for setting up Communication Cellular Mobile Towers on Wheels (COW)s in North DMC areas, as detailed in the aforesaid letter, be accorded with amendment besides, the revision of rates will be within the absolute discretion of the North DMC. Minimum monthly rental will be charged @ Rs. 50,000/- Taxes per month and maximum will be calculated as per actual area required by the Telecom Company/Service provider."

The motion was carried.

Accepted

Section Officer

North

(24)

Annex-B



उत्तरी दिल्ली नगर निगम
North Delhi Municipal Corporation



Office of the Deputy Commissioner
(Remunerative Project Cell)
16th Floor, Civic Centre
Minto Road, New Delhi-110002
Tel.No.011-23226608

44/C

No. DC/RP Cell/North, DMC/2021/D- 1069

Dated: 29/11/2021

CIRCULAR

The North Delhi Municipal Corporation vide Resolution No. 120 dated 21.10.2021 has accorded approval for implementation of the proposal of "Policy for permission for installation of Mobile Towers on land/buildings/properties as well as rooftop of properties of North DMC."

Accordingly, Policy attached is hereby circulated for implementation in the area under Jurisdiction of North Delhi Municipal Corporation.

Ras
26/11/21

Deputy Commissioner
(RP Cell, North DMC)

Distribution:

1. All Zonal Deputy Commissioners
2. Deputy Commissioner/Land & Estate
3. All HODs
4. All Chief Engineers
5. All Zonal superintending Engineers with the request to circulate the policy in the Building Department and Maintenance Division under their control.
6. Additional Director (IT) for display on Municipal Website.

.. Deputy Commissioner
Remunerative Projects Cell
North Delhi Municipal Corporation
16th Floor, Civic Centre, New Delhi-2

Copy for information to:

1. Hon'ble Mayor, North Delhi
2. Hon'ble Chairman Standing Committee
3. Hon'ble leader of House
4. Commissioner, North DMC
5. Additional Commissioner (Engineering)

प्रस (टी.एच.)-जाब 431-5000-8-8-2018

दिनांक 21-10-21 को हुई

उत्तरी दिल्ली नगर निगम
की समिति

21/10/21
21/10/21

के प्रस्ताव संख्या
मद संख्या

120

की प्रतिलिपि।

Item No. 6 :— Policy for permission for installation of Mobile Towers on land/buildings/ properties as well as rooftop of properties of North DMC.

(i) Commissioner's letter No. F. 33/R.P.Cell/NDMC/239/C&C dated 31-8-2021.

The North Delhi Municipal Corporation approved the policy of Installation of Mobile Phone Towers at the Rooftop and other suitable properties of North DMC vide its Resolution No. 13 dated 28-5-2018 and e-tender was invited vide NIT No. DC/R.P.Cell/2019/D-312 dated 17-7-2019 for approximately 850 sites. Seven prospective bidders participated in the pre-bid meeting held on 30-7-2019 and raised several queries that were redressed/replied and also uploaded on Website of North Delhi Municipal Corporation but none of the bidder offered any bid in the online e-tender.

Corpn./NDMC [50]

POLICY :

Government of India, Ministry of Communication (Deptt. of Telecommunication) has notified rules to regulate underground infrastructure (Optical Fiber) and over-ground infrastructure (Mobile Towers) Rules vide Notification dated 15th November, 2016, which was published in Gazette of India on 16th November, 2016.

NORTH DMC being a local authority is covered under the definition of appropriate authority and it can exercise the powers with respect to framing of policies, terms and conditions within the rules framed by the Central Government and conditions governing the license under Section 430 of the DMC Act, 1957.

The communication and connectivity infrastructure (i.e., Mobile Tower) include :—

- (a) Ground Based Tower (GBT), Ground Based Mast/Monopole (GBM).
- (b) Roof Top Tower (RTT), Roof Top Pole (RTP).
- (c) Any other Telecom Infrastructure not specifically mentioned above in point (a & b above).

I. TERMS AND CONDITIONS :

1. The Mobile Towers shall be set up in public places like parking lots, parks, markets, other vacant spaces, along road sides (wherever possible) and on public buildings, toilets, CTCs, community halls etc.
2. The maximum area per Mobile Tower shall be allotted upto 50 sq.mtrs. with maximum width upto 8 meters (including the space required for guy wires/anchor wires etc.).
3. As for COW/MBTS, the monthly rental charges for the land/space allotted for Mobile Towers will be @ Rs. 339/- (Rs. three hundred thirty nine only) per sq.ft./per month + applicable taxes (including co-sharing with other Telecom Service Providers). The monthly rental charges for the land/space allotted will be enhanced after every three years @ 8% per annum, compounding on yearly basis. Besides, the revision of rates will be within the absolute discretion of the NORTH DMC.

Corpn./NDMC | 52 |

- . 411/2
22/12
4. NORTH DMC will provide bare space for placement and operational requirement for the Mobile Towers for a maximum period of Five Years and the telecom service provider/infrastructure provider (IP-I) will follow all relevant guidelines of Department of Telecom, TRAI, etc. in this regard. If the telecom service provider/infrastructure provider (IP-I) need to operate the allotted land/space after completion of maximum period of Five Years then the telecom service provider/infrastructure provider (IP-I) can apply three months prior to expiry of Five Years period of the allotment and the request/application of the telecom service provider/infrastructure provider (IP-I) will be treated as AFRESH.
 5. The location of the site will be finalized after conducting joint survey with the NORTH DMC officials as well as the representatives from telecom service provider/infrastructure provider (IP-I) and the decision of the NORTH DMC will prevail.

Mobile Towers can be installed at the following places :—

- (a) Public places
- (b) Markets
- (c) Parks
- (d) On road sides
- (e) Parking areas
- (f) Open spaces within Departments' premises
- (g) Public buildings, toilets, CTCs, Community Halls etc.
- (h) Any properties owned or managed by NORTH DMC
- (i) Any other place, as deemed fit by NORTH DMC

For joint survey and finalization of the location of the site, teams can be formed comprising of officials from Building Department, Maintenance Division, R.P. Cell, Land & Estate Deptt. (for 'a', 'b', 'c' 'd', 'e', 'f' & 'g' above), Horticulture Department (for 'c' above) and representatives from the respective telecom service provider/infrastructure provider (IP-I).

6. NORTH DMC in its own capacity reserves the right to outrightly reject any application without assigning any reason.
7. The maximum height of any structural element installed i.e. Mobile Towers will be upto 30 mtr. above the ground level at any location.
8. The Mobile Towers shall be installed for the enhancement of mobile signal and the NORTH DMC will reserve the right to ensure that there is no violation of the same.
9. The telecom service provider/infrastructure provider (IP-I) shall take the site on "As is where is basis".
10. All the sites will be tentative and are subject to change of site by NORTH DMC for which the telecom service provider/infrastructure provider (IP-I) will not seek any adjustment in the monthly rental charges or any claim, compensation, damages or any other consideration whatsoever. It will be the absolute discretion of the department to direct location of the already allotted site in case of any need as may be deemed appropriate by the department.

40/c
21/c

11. The infrastructure facilities such as electric connection shall be arranged by the telecom service provider/infrastructure provider (IP-I) and the cost of electric connection including cabling, panel, electric meter, electric charges and other ancillary charges, shall be borne by the telecom service provider/infrastructure provider (IP-I). The telecom service provider/infrastructure provider (IP-I) will ensure that all the electric wiring, gāzettes are used and maintained properly and are in good conditions.
12. The space upto the maximum of 50 sq.mtrs. will be considered including all these facilities and no excess space will be covered by the telecom service provider/infrastructure provider (IP-I) on any pretext. (It will be the absolute discretion of NORTH DMC to determine and allow the space upto 50 sq.mtrs.)
13. The telecom service provider/infrastructure provider (IP-I) at its own cost shall take the necessary statutory permissions/certificates if required for the same from any other agency or deptt. as per law and will submit the following documents :—
 - (a) The telecom service provider/infrastructure provider (IP-I) will indemnify the NORTH DMC to-keep harmless from all losses/damage/fire.
 - (b) No Objection Certificate from Archaeological Survey of India (ASI) (wherever applicable).
 - (c) No Objection Certificate from Airports Authority of India (AAI) (only in case if the location is marked in 'Red' Zone in Colour Coded Zoning Map (CCZM) specified by AAI).
 - (d) As per guidelines of Department of Telecommunications (DOT), a copy of application for Standing Advisory Committee on Frequency Allocation (SACFA) clearance acknowledged by WPC Wing of Department of Telecommunication, Govt. of India with registration number for the individual location will be submitted along with the application for new towers in the department and the SACFA clearance, when obtained will be submitted within 6 months of granting permission. The self-declaration in this regard will be submitted by the applicant. In case of existing mobile towers the SACFA clearance, wherever available, will be submitted alongwith the application in the department.
14. The telecom service provider/infrastructure provider (IP-I) shall install/operate the Mobile Tower within the designated site and shall maintain the same in neat and sanitary conditions and comply with all applicable laws of the country.
15. The telecom service provider/infrastructure provider (IP-I) shall ensure high standard of hygienic and cleanliness so as to create a clean and healthy environment to enhance the image of NORTH DMC. In case the telecom service provider/infrastructure provider (IP-I) fails to maintain the same, the fine as per applicable laws will be imposed on it. In this regard, the directions/guidelines of the Hon'ble Court or the departments/agencies shall be followed.
16. Any physical (or otherwise) damage or injury to the commuters/passersby due to lapse on the part of the telecom service provider/infrastructure provider (IP-I) will be the sole responsibility of the telecom service provider/infrastructure provider only and the NORTH DMC will have no legal obligations or liabilities towards the injured. The telecom service provider/infrastructure provider (IP-I) will indemnify and can be indemnified the NORTH DMC for any losses on this account.

17. The telecom service provider/infrastructure provider (IP-I) will ensure that fire detection, lightning and special measures are installed at the applicable site and are kept in good condition.
18. The telecom service provider/infrastructure provider (IP-I) agrees voluntarily and unequivocally to provide un-fettered access to the authorized representative of the NORTH DMC for inspection at any time and agrees voluntarily and unequivocally to abide by and comply with all instructions as may be indicated by the NORTH DMC. Non-compliance will be treated as breach and permission, so granted, will be revoked.
19. *Encroachment* :—The telecom service provider/infrastructure provider (IP-I) will strictly not encroach upon any area and shall restrict to allotted site only. In case, telecom service provider/infrastructure provider (IP-I) encroaches upon the public land, the NORTH DMC reserves the right to revoke the permission and forfeit the interest free performance security.
20. *Security Arrangement* :—The telecom service provider/infrastructure provider (IP-I) will ensure safety and security of the equipments installed at the allotted sites and will be responsible for safety and security of the sites. The NORTH DMC in any case will not take any responsibility of theft/loss.
21. *Advertisement Right* :—The telecom service provider/infrastructure provider (IP-I) shall not any advertisement right at the site without written permission of the Commissioner/ NORTH DMC. However, the applicant may be permitted to install mandatory non-commercial signage only. In case the telecom service provider/infrastructure provide (IP-I) installs any type of commercial signage inside or outside the site(s), a fine of Rs. 10,000/- (Rupees Ten Thousand) per day per site will be imposed upon the telecom service provider/infrastructure provider (IP-I) for a maximum period of seven days, after which NORTH DMC reserves the right to revoke the permission w.r.t. such site(s) without any notice/communication.
22. *Compliance with the Law* :—The sites and the fixtures and the appurtenances thereto conform to every applicable requirement of law or duly constituted authority or the requirements of the carriers of all insurance on or relating to the sites. The telecom service provider/infrastructure provider (IP-I) at its sole risk and expense, at all times during the term thereof promptly comply with all such requirements. The telecom service provider/infrastructure provider (IP-I) shall comply with all applicable statutes, rules and regulations of Central, State Governments, Municipal Bodies, and all applicable rules and regulations of the Delhi Fire Department. The telecom service provider/infrastructure provider (IP-I) shall comply with and abide by the judgements passed from time to time by Hon'ble Supreme Court/High Court or any other judicial-quasi judicial body/authority. The same shall be the responsibility of telecom service provider/infrastructure provider (IP-I).
23. The selection of site for installation of Mobile Towers and its operation shall be such that it should not disturb the free movements of the traffic/public and shall preferably be away from the school/hospital and places where heavy traffic and public movement is being done.
24. The Mobile Towers may include the base of the tower subject to fulfilment of the safety measures and structural stability.

25. For providing generator set for Mobile Towers, a copy of the type test certificate issued by Automotive Research Association of India (ARAI) to the manufactures of the Diesel Generator (D) Sets, as per guidelines issued by DOT will be submitted along with clearance of DPOC, wherever applicable.
26. The telecom service provider/infrastructure provider (IP-I) shall ensure the safety guidelines issued by DOT in this regard. However, a Self-Declaration in this regard will be submitted by the applicant.
27. For Mobile Towers, if any, existing before issue of this Policy, on North DMC land building/properties the telecom service provider/infrastructure provider (IP-I), at the time of regularization within 30 days of notification of Policy, will have to pay arrears from the date of their existence with penalty @ 25% over and above the monthly rental charges. If any Mobile Towers is found installed without permission after 30 days of issue of this Policy then it shall be regularized after payment of penalty @ 50% over and above the monthly rental charges. The rental charges as well as the penalty will be charged on monthly basis. For date of existence of Mobile Towers, the telecom service provider/infrastructure provider (IP-I) will have to submit an affidavit along with other requisite documents.
28. After expiry of the period of permission due to efflux of time or termination of the permission whichever is earlier, a 15 days period will be provided to the telecom service provider/infrastructure provider (IP-I) to remove its material from the site. Unauthorized occupancy charges (equivalent to twice the monthly rental charges) will be levied after expiry of such 15 days Grace Period.
29. *Transfer* :—The telecom service provider/infrastructure provider (IP-I), during the tenure of permission shall not transfer, assign or part with the sites or any portion thereof permanently or temporarily to anybody else and shall not be allowed to take any person to share the towers, except in accordance with this permission, without the prior permission of the NORTH DMC.
30. *Assignment and Subletting* :—Any form of assigning the right to the permission or subletting the whole or part thereof of the sites, will strictly not be allowed at any point during the period of permission and violation of the same, will lead to the revocation of the permission, with the NORTH DMC reserving the right to forfeit all interest free performance security and payments made.
31. *Duration of permission period* :—The permission shall be for a period of 5 (five) years from the date of issue of permission letter. Such permission would remain applicable subject to fulfilment of the terms and conditions, and such permission should expire with efflux of time. The monthly rental charges will be charged 30 days after the date of issue of permission letter or the actual date of installation of Mobile Tower, whichever is earlier.
32. *Compliance with applicable Laws* :—The telecom service provider/infrastructure provider (IP-I) shall bear all salaries, wages, bonus, payroll taxes or accruals including gratuity, superannuating, pension and provident fund contributions, contributions to worker's compensations funds and Employees State Insurance and other taxes and charges and all fringe and employee benefits including statutory contributions in respect of such personnel as per law and it is agreed they shall at no point of time be or construed to be employees of the NORTH DMC and the telecom service provider/infrastructure provider (IP-I) shall be solely responsible for compliance with all Labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's Compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel.

37/c 208/c

33. **Employees conduct** :—The telecom service provider/infrastructure provider (IP-I) shall ensure that all persons employed by it behave in an orderly & disciplined manner and that the said employees are prohibited from carrying on any unfair activities, demonstrations in the vicinity of the site.

34. For dispute of any kind, the jurisdiction of courts will be Delhi only.

List of documents to be submitted along with application :

- (i) Copy of relevant license or copy of registration certificate issued by the Deptt. of Telecommunication, Govt. of India.
- (ii) The telecom service provider/infrastructure provider (IP-I) will submit the plan and location plan of the Mobile Towers duly signed by the applicant and the Structural Engineer. The Plan should include the extent of land required for establishment of the Mobile Towers.
- (iii) Structural suitability certificate attesting to the structural safety of the building where the mobile tower is proposed to be installed, from any one of the following six institutions are required to be submitted by telecom service provider/infrastructure provider (IP-I) :—
 - (a) Indian Institute of Technology (IIT), Delhi;
 - (b) Indian Institute of Technology (IIT), Roorkee;
 - (c) Central Building Research Institute (CBRI), Roorkee;
 - (d) Rail India Technical & Economic Services Ltd. (RITES), Delhi.
 - (e) National Council for Cement & Building Material, 34 KM Stone, Delhi-Mathura Road, Faridabad (Haryana);
 - (f) Any Government Engineering College in Delhi and National Capital Region.
- (iv) No Objection Certificate from Archaeological Survey of India (ASI) (wherever applicable).
- (v) No Objection Certificate from Airports Authority of India (AAI) (only in case if the location is marked in 'Red' Zone in Colour Coded Zoning Map (CCZM) specified by AAI.
- (vi) Copy of the type test certificate issued by Automotive Research Association of India (ARAI) to the manufactures of the Diesel Generator (D) Sets, if applicable, along with clearance of DPCC.
- (vii) Self-declaration of SACFA Clearance, to be obtained within six months.
- (viii) Indemnity Bond/Affidavit as per clauses mentioned at S. No. 13, 16, 25 & 26 above.
- (ix) The telecom service provider/infrastructure provider (IP-I) will submit an Indemnity Bond indemnifying the NORTH DMC to keep harmless from all losses/damage/fire.
- (x) Certification of the technical design by a Structural Engineer attesting to the structural safety of the over-ground telegraph infrastructure of Mobile Towers.

- (xi) Declaration/Undertaking on Company's letterhead declaring therein that "I/We have gone through and understood the contents of this policy document and application carefully. The information furnished by me/us is true & to the best of my/our knowledge and nothing has been concealed therefrom. I/We agree to the allotment of space/site is being made on "as is where is basis" and accept all the terms and conditions of the policy and shall be bound by the conditions given in the policy document and the Rules and Regulations notified by Government of India, Ministry of Communication (Dept. of Telecommunication) vide notification dated 15th November, 2016, which was published in Gazette of India on 16th November, 2016.
- (xii) The names and contact details of the employees of the telecom service provider/ infrastructure provider (IP-I) for the purposes of communication in regard to the application made.

II. FEE STRUCTURE :

- (A) Administrative charges = Rs. 10,000/- (Rs. ten thousand) per Mobile Tower (NON-REFUNDABLE).
- (B) Monthly rental charges for land/space allotted is Rs. 339/- (Rs. Three Hundred Thirty Nine only) per sq.ft./per month or Rs. 50,000/- per month per mobile tower whichever is higher.
- (C) For Mobile Towers existing before issue of this Policy, telecom service provider/ infrastructure provider (IP-I) at the time of regularization within 30 days of notification of Policy, will have to pay arrears from the date of their existence with penalty @ 25% over and above the monthly rental charges. If any Mobile Tower is found installed without permission after 30 days of issue of this Policy then it shall be regularized after payment of penalty @ 50% over and above the monthly rental charges. The rental charges as well as the penalty will be charged on monthly basis. For date of existence of Mobile Towers, the telecom service provider/infrastructure provider (IP-I) will have to submit an affidavit along with other requisite documents.
- (D) Applicable taxes.
- (E) After issuance of permission letter by the NORTH DMC, the telecom service provider/ infrastructure provider (IP-I) should submit three months advance fee and two months of charges as security deposit. Security deposit will be refunded after expiry of the allotted period. If security is deposited in the form of Bank Guarantee then the validity of Bank Guarantee will be period of permission plus three months. The Bank Guarantee should be drawn on any Nationalised Bank within the jurisdiction of Delhi only.
- (F) *Payment Terms* :—The advance amount equivalent to three months rental charges paid by the telecom service provider/infrastructure provider (IP-I) shall be adjusted towards the monthly rental charges for first three months. Thereafter, telecom service provider/ infrastructure provider (IP-I) shall submit to the NORTH DMC, the advance monthly rental charges per month for each site and other dues, if any, on or before 7th day of the month through online payments.

Non-payment of monthly rental charges and other dues within the prescribed date will constitute breach of the terms of permission and shall render the permission liable to be revoked. Besides, the telecom service provider/infrastructure provider (IP-I) shall pay an interest of 15% per annum on the amounts of permission and other dues payable remaining outstanding after the due date and falling in

arrears. Interest shall continue to accrue till the monthly rental charges and other dues are finally squared up. Such interest shall be charged for the full month if the payment of monthly rental charges and other dues are not made by the due date with arrears, if any. In case, payment remain outstanding for a maximum period of 45 days, the permission shall stand terminated.

III. S.O.P. FOR GRANT OF PERMISSION :

Application for grant of permission will be submitted by the telecom service provider/ infrastructure provider (IP-I) having valid license from the Deptt. of Telecommunication, Ministry of Communications, Govt. of India.

IV. TIMELINES :

S. No.	Action	Timeframe
1.	Scrutiny of documents submitted by the telecom service provider/infrastructure provider (IP-I).	Within 7 days of receipt of application.
2.	Joint Inspection of site(s) by the following Members/Team :— (i) EE(B) of the zone/area or his representative (ii) EE(M) of the zone/area or his representative (iii) AC/RP Cell or its representative (iv) Representative of Land & Estate Deptt. (v) Representative from Horticulture Deptt. (in case of Park) (vi) Representative of the telecom service provider/infrastructure provider (IP-I).	Within 7 days of scrutiny of documents and if the documents submitted are found in order.
3.	Issuance of Letter of Acceptance.	Within 7 days of joint inspection, if site found feasible.
4.	Deposition of Advance Monthly Rental Charges (equivalent to 3 months monthly rental charges) & security deposit (equivalent to 2 months monthly rental charges).	Within 15 days of issuance of letter of acceptance.
5.	Grant of permission.	Within 3 working days of completion of all formalities including deposition of advance monthly rental charges security deposit.

In view of the above, the aforesaid proposal may be placed before the Corporation through Standing Committee, North DMC for soliciting the approval of Policy for permission for installation of Mobile Towers on land/buildings/properties as well as Rooftop of properties of North DMC.

The above proposal has been examined and vetted by Law Department and Finance Department of North DMC.

4. Deptt. is advises that terminology of monthly rent scheme may be rechecked and a suitable terminology may be used.

34/c

As adopted in the Policy for COW/MBTS, monthly rental charges for the land/space allotted for Mobile Towers will be @ Rs. 339/- per sq.ft. per month + applicable taxes (including co-sharing with other telecom service providers.)

Further, as advised by Finance Department in its note dated 23-9-2020, necessary amendments have been made.

In view of all above, the proposal containing Policy for Permission of Installation of Mobile Towers on land/properties owned and managed by South Delhi Municipal Corporation within its jurisdiction may please be placed before the Corporation through Standing Committee for consideration and approval.

Item No. 90 :— Policy for permission for installation of Mobile Towers on land/properties owned and managed by South Delhi Municipal Corporation in jurisdiction of SDMC.

With the consent of the Standing Committee the item is allowed to be withdrawn.

(ii) Resolution No. 101 of the Standing Committee dated 15-9-2021.

Resolved that it be recommended to the Corporation that as proposed by the Commissioner in letter No. F. 33/R.P.Cell/NDMC/239/C&C dated 31-8-2021, approval to the policy for permission for installation of Mobile Towers on Land/Buildings/Properties as well as rooftop of properties of North DMC, as detailed in the aforesaid letter, be accorded.

Resolution No. 120

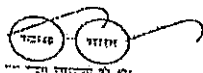
Resolved that as recommended by the Standing Committee vide its Resolution No. 101 dated 15-9-2021, the proposal of the Commissioner as contained in letter No. F. 33/R.P. Cell/NDMC/239/C&C dated 31-8-2021, regarding approval to policy for permission for installation of Mobile Towers on land/buildings/properties as well as roof top of properties of North DMC, as detailed in the aforesaid letter, be accorded.

The motion was carried.

Attested

Section Officer
Secretary Office
North Delhi Municipal Corporation

63/11/21



NORTH DELHI MUNICIPAL CORPORATION
Office of the Addl. Commissioner (Estt.)
4th Floor Dr. S. P. Mukherjee Civic Centre,
Jawahar Lal Nehru Marg,
NEW DELHI - 110 002
Ph: 23225426 Fax: 23225421

No. : PS/Addl.Cm./Engg./NorthDMC/2017/D-882

Dated : 15/12/2017.

OFFICE ORDER

Sub.: Permission/Regularization for installation of Cellular Mobile Phone Tower/Pole site falling in the area under the jurisdiction of North Delhi Municipal Corporation.

A settlement/agreement was executed on 30.10.2017 between the officers of all three Corporations and the representatives of various Cellular operators and infrastructure provider companies. The Hon'ble High Court in LPA No. 572/2011 vide order dated 28.08.2017 has stated that the Settlement/Agreement will be binding on both the parties. Accordingly, permission/regularization of mobile tower/pole sites will be granted in accordance with the settlement/agreement. A copy of Settlement/Agreement/High Court orders dated 28.08.2017/ Specimen of Application Format/Indemnity Bond & Self Declaration by the applicant is enclosed.

This issues with approval of Commissioner.

Encl.: As above.


Addl. Commissioner (Engg.)

Distribution:

1. E-in-C
2. Chief Town Planner
3. Chief Law Officer
4. All Chief Engineers
5. All Zonal Deputy Commissioners
6. All Zonal Superintending Engineers
7. SE (B)/HQ
8. All EEs (Bldg.)

Copy for kind information to:

1. Commissioner, North DMC
2. All Addl. Commissioners, North DMC

Copy for kind information also to:

1. Hon'ble Mayor, North DMC
2. Hon'ble Deputy Mayor, North DMC
3. Hon'ble Leader of House, North DMC
4. Hon'ble Chairman, Standing Committee
5. Hon'ble Leader of Opposition, North DMC

32/c
18/c

Annexure - _____

SELF DECLARATION

(As per Clause 9)

Applicable for RTT/ GBT/GBM/Pole Site (RTP)

Declaration is made on this _____ by Mr. _____, Authorized
person on behalf of _____ having its office
_____ and do hereby undertake as under that;

That the company is seeking permission for installation of RTT/GBT/GBM/ tower/s
Pole Site on the roof top of the Property No. _____ from
the North Delhi Municipal Corporation.

The company shall ensure compliance with the Safety guidelines Issued by DOT in
regard to the operation of Telecom Towers/ Pole Sites and the company shall be
responsible for any damage to the building and for public safety for the temporary
equipment/ poles installed on the above mentioned Premises.

That the Company hereby declares that all the condition of the settlement agreement
dated 30.01.17 shall be adhered to before and after the installation of the said
RTT/GBT/GBM/ tower/s Pole Site on the roof of the Property No.
_____.

Authorized Signatory

& Designation.

31/c

19/c

Annexure -

SELF DECLARATION

(As per Clause 5)

Applicable for RTT/GBT/ GBM/ Pole Site (RTP)

This declaration is made by Mr. _____, Authorized Signatory on behalf of m/s _____ having its office at _____ and do hereby undertake as under that;

1. That the Authorized Signatory is seeking permission for installation of RTT/GBT/GBM/ tower/s Pole Site on the roof top of the Property No. _____ from the North Delhi Municipal Corporation.
2. That as per guidelines of Department of Telecommunications (DOT), a Copy of application for Standing Advisory Committee on Frequency Allocation (SACFA) clearance acknowledged by WPC Wing of Department of Telecommunication, Govt. of India with registration number for the individual location will be submitted along with the application for new towers in the Corporation and the SACFA clearance when obtained will be submitted within 6 months of granting permission.
3. That in the event, if the SACFA Certificate is not provided within six months, the South Delhi Municipal Corporation shall be at liberty to take action against company including revocation of the permission.

Authorized Signatory

Name & Designation

INDEMNITY BOND

(Common as per clause 3&7)

Applicable for RTT/GBT/GBM/Pole Site (RTP)

This Indemnity Bond is executed by Mr. _____ Authorized Signatory of M/s _____

(herein after called the "INDEMNIFIER"), a Company incorporated under the provisions of the Companies Act, 1966, having its Circle office at _____ in favour of North Delhi Municipal Corporation do hereby solemnly affirm and declare as under:

1. That the INDEMNIFIER is seeking permission for installation of RTT/GBT/GBM/ tower/s Pole Site on the roof of the Property No. _____ from the North Delhi Municipal Corporation.
2. That the INDEMNIFIER is Telecom Service Provider / Infrastructure Provider (category-I) (IP-1) and is entitled to establish, maintain and provide telecommunication service / infrastructure which inter alia includes towers, poles and other allied equipment.
3. That the INDEMNIFIER shall be responsible for any damage to the building and for public safety for the temporary equipment/ poles installed on the above mentioned Premises.
4. That the INDEMNIFIER hereby declare that all the condition of the settlement agreement dated 30.01.17 shall be adhered to before and after the installation of the said RTT/GBT/GBM/ tower/s Pole Site on the roof of the Property No. _____.
5. That the INDEMNIFIER shall be responsible for any dispute/ court case arises in future in this regard the NDMC shall be kept harmless from the all liabilities and the NDMC shall be liberty to revoke the permission as granted by the DMC and no equity shall be claimed in this regard.
6. That the INDEMNIFIER fully understands that in case of buildings, which were unauthorized or which may be so declared at a later point of time, permission for installation of towers shall be granted on fulfillment of all the above conditions. However, that shall not imply any change whatsoever in the status of the unauthorized building and shall be without prejudice to the right of North Delhi Municipal corporation, to demolish the said building through the due process of law. But the corporation will not be liable to inform the Cell Tower Operator or Infrastructure provider before taking action against the unauthorized building.

IN WITNESSES WHEREOF THE INDEMNIFIER, as aforesaid, said set and subscribed his hand on these presents on the day, month and year first above written.

(SIGNATURE OF INDEMNIFIER)

(APPLICATION FORMAT FOR RTP- Pole Site)

21/11/2017

REF NO.....

Dated:

The Executive Engineer (Building),

Zone.

North Delhi Municipal Corporation,

Subject: Application for permission / regularization with respect to installation of Pole site at

Reference: Settlement deed dated 30.01.2017 regarding grant of permission for tower installation and High Court order dated 28.08.2017 passed in LPA No. 572/2011.

Dear Sir,

I/We, Sh.,....., Authority signatory of M/s..... (herein after referred as "Applicant Company") is incorporated under the provisions of the Companies Act, 1956, having its Circle office at

In reference to the terms agreed in the settlement/ Agreement dated 30.01.2017 as approved by Hon'ble High Court vide order dated 28.08.2017, applicant is enclosing herewith documents as prescribed in the settlement / Agreement dated 30.01.2017. Copy of the settlement deed and copy of the order passed by Hon'ble Delhi High Court is enclosed herewith as Annexure-A.

In pursuance of the aforesaid settlement, Clause No. 16 (II), we are enclosing herewith the documents as under:

Sr. no.	Documents	Annexure
A	Application made to Delhi Urban Art Commission as per clause no.1	
B	Application made to Delhi fire Service as per clause no.1	
C	NOC from ASI, DMRC, DPCC, AAI (where ever applicable) as per clause no.1	
D	Structural Stability Certificate as per clause no.2	
E	SACFA application	
F	Self - declaration for SACFA Clearance when obtained within six months	
G	Type test certificate issued by ARAI to the manufacturing of the DG set (where DG Set is installed)	
H	Indemnity Bond as per Clause 38.7	
I	Self - declaration as per Clause 5 & 9	
J	NOC as per Clause 16 (II)	
K	Copy of part LOP/ Site plan/ Roof Top Plan etc showing the location of the property	
L	Copy of relevant Licence / infrastructure provider registration certificate of the Applicant Company issued by the Deptt. Of Telecommunication Govt of India.	
M	Copy of Power of Attorney of the authorised signatory of the Applicant Company.	
N	Details of fees	

We request you to kindly consider our application in light of the above documents and grant permission within the prescribed period.

For..... Ltd.

Name & Designation
(Authorized Signatory)
Encl. As above

(APPLICATION FORMAT FOR RTT/GBT/GHM)

Dated:

REF NO.....

28/12

The Executive Engineer (Building),
Zone.

North Delhi Municipal Corporation,

Subject: Application for permission / regularization with respect to installation of
GBT/GBT/RTT/site at Property no.....

Reference: Settlement /Agreement dated 30.01.2017 regarding grant of permission for
tower installation and High Court order dated 28.08.2017 passed in LPA No.
572/2011.

Dear Sir,

I/We, Sh....., Authority signatory of M/s..... (herein after referred as
"Applicant Company") is incorporated under the provisions of the Companies Act, 1956,
having its Circle office at

In reference to the terms agreed in the settlement/ Agreement dated 30.01.2017 as
approved by Hon'ble High Court vide order dated 28.08.2017, applicant is enclosing herewith
documents as prescribed in the settlement / Agreement dated 30.01.2017. Copy of the
settlement deed and copy of the order passed by Hon'ble Delhi High Court is enclosed herewith
as Annexure-A,

In pursuance of the aforesaid settlement, Clause No. 16 (i), we are enclosing herewith
the documents as under:

Sr. no.	Documents	Annexure
A	Application made to Delhi Urban Art Commission as per clause no.1	
B	Application made to Delhi fire Service as per clause no.1	
C	NOC from ASI, DMRC, DPCC, AAI (where ever applicable) as per clause no.1	
D	Structural Stability Certificate as per clause no.2	
E	SACFA application.	
F	Self - declaration for SACFA Clearance when obtained within six months	
G	Type test certificate issued by ARAI to the manufacturing of the DG set (where DG Set is installed)	
H	Indemnity Bond as per Clause 3&7	
I	Self -declaration as per Clause 5	
J	NOC as per Clause 16.(i) (i) (a)/(b)/(c)	
K	Tower/ Mast design duly signed by the Applicant and Structural Engineer.	
L	Copy of part LOP/ Site plan/ Roof Top Plan etc showing the location of the property	
M	Copy of relevant Licence / infrastructure provider registration certificate of the Applicant Company issued by the Deptt. Of Telecommunication Govt of India.	
N	Copy of Power of Attorney of the authorised signatory of the Applicant Company	
O	Details of fees	

You are kindly requested to consider our application in light of the above documents and grant
permission within the prescribed period.

For..... Ltd.

Name & Designation
(Authorized Signatory)
Encl. As above

11/6 27C

IN DELHI MEDIATION CENTRE, TIS HAZARI COURTS DELHI

in the matter of

MCD Vs. Cellular Operators Association of India @ Ors.

LPA No. 572/2011

Settlement/Agreement

30.01.2017

Present: Sh. Sanjay Yadav, Executive Engineer (Building HQ), SDMC.
Sh. Udit Ratna, Chief Town Planner, SDMC, and
Sh. Surinder Kumar, DLO, SDMC.

Sh. S.K. Mishra, Executive Engineer (Building HQ), NDMC.
Sh. A.D. Biswas, Chief Town Planner, NDMC

Sh. Sanjay Kumar, Executive Engineer (Building HQ), EDMC.
Sh. Rakesh Ailawadi, Chief Engineer (Building HQ), EDMC.
Sh. Sunil Kumar Mehra, Chief Town Planner, EDMC.

Sh. Manjul Bajpai, Advocate for Respondent no. 1, Cellular Operators Association of India

None for Respondent no. 2, AUSPI

None for Respondent no. 3, T.R. Dua and Respondent no. 4, S.K. Khanna.

Khursheed Ahmed Bhatt, Regional Network Head for respondent no. 5, Airtel Ltd.

Sameer Chugh, Director (Legal and Regulatory) for respondent no. 6, Airtel.

None for respondent no. 7, MTNL

Sh. Sanjay Kumar Sinha, Sr. Manager (Legal) for respondent no. 9, Reliance Communication Ltd alongwith Sh. Gaurav Jain, Advocate.

Sh. Anuj Bhatia, AGM (Corporate Affairs) for respondent no. 11, Vodafone Mobile Services Ltd.

Sh. Vikram Singh, Sr. Manager (Legal) for respondent no. 12, Indus Tower Ltd.

None for respondent no. 13, Department of Telecommunication.

Sh. Pankaj Kumar alongwith Sh. Satik Mahapatra, Advocate for Idea Cellular Ltd. (respondent in LPA No. 573/11)

Sh. Naresh Arora, V.P (Legal) and Sh. Raj Shekhar Rai, Advocate for ATC Telecom Infrastructure Private Ltd.

Sh. Parveen Sharma, Vice President, Corporate Affairs, Sh. Vineet Goel and Ms. Nayan Tara for Reliance Jio Infocom Ltd.

Ms. Srishty Chadha, Sr. Executive (Legal) for GTL Infrastructure Ltd.

Sh. Sanjeev Kumar Tirthani, DGM (Legal) for Tower Vision India Pvt. Ltd.

11/6 27C

DELHI MEDIATION CENTRE
TIS HAZARI COURTS
DELHI

S.K. Mishra, Executive Engineer
(Building HQ), NDMC.

A.D. Biswas, Chief Town Planner, NDMC

Sanjay Kumar, Executive Engineer
(Building HQ), EDMC.

Sh. Rakesh Ailwadi, Chief Engineer
(Building) HQ, EDMC

Sunil Kumar Mehra, Chief Town
Planner, EDMC.

Sameer Chugh, Director (Legal and
Regulatory) for respondent no. 6, Airtel.

Anuj Bhatia, AGM (Corporate Affairs) for
respondent no. 11, Vodafone Mobile
Services Ltd.

Vikram Singh, Sr. Manager (Legal) for
respondent no. 12, Indus Tower Ltd.

Pankaj Kumar Advocate for Idea Cellular
Ltd. (respondent in LPA No. 573/11)

Satik Mahapatra, Advocate for Idea Cellular
Ltd. (respondent in LPA No. 573/11).

Naresh Arora, V.P (Legal) for ATC Telecom
Infrastructure Private Ltd.

Raj Shekhar Rao, Advocate for ATC Telecom
Infrastructure Private Ltd.

Parveen Sharma, Vice President, Corporate
Affairs, Reliance Jio Infocom Ltd.

Vineet Goel for Reliance Jio Infocom Ltd.

Nayan Tara for Reliance Jio Infocom Ltd.

Shishy Chadha, Sr. Executive (Legal) for GTL
Infrastructure Ltd.

THE BOSS
30/01/12
Tis. Prasad Choudhary, Delhi

25/c

Sessions were held with the parties to facilitate negotiations.

Brief facts of the present cases as disclosed by the parties are that respondents in LPA No. 572/11 filed writ petitions bearing no. WP (C) 3267/2010, WP (C) 3423/2010, WP (C) 439/2010, WP (C) 13863/2009, WP (C) 14178/2009, WP (C) 14199/2009, WP (C) 2382/2010 and WP (C) 4084/2010 impugning Office Order dated 20.11.2003 Circular dated 7.02.2008 and Office Order dated 8.04.2010 issued by the MCD (Now represented by SDMC, EDMC and NDMC) levying fee and stipulating other conditions for grant of permission for installation of temporary structures/towers on rooftops for providing Cellular Basic Mobile Phone services. The said Writ Petitions were decided vide order dated 29.04.2011 passed by Hon'ble Mr. Justice Rajiv Sahai Endlaw. Feeling aggrieved, MCD (Now represented by SDMC, EDMC and NDMC) filed the LPA No. 572/11, against Cellular Operators in the LPAs as detailed hereinabove. Vide order dated 22.07.2016 passed in LPA No. 572/2011, the dispute between the concerned parties was referred for mediation.

The concerned parties after negotiations have agreed to settle their disputes as per the terms and conditions as contained in Annexure 'A'.

Sh. Surendra Kumar, Deputy Law Officer, SDMC informed that terms and conditions mentioned in Annexure 'A' are as per resolution of the Standing Committee and decision of Corporation.

It is clarified that this settlement shall be applicable within the jurisdiction of MCD (Now represented by SDMC, EDMC and NDMC) and shall not be taken as a precedent for other States in similar dispute.

It is also clarified that this settlement is arrived between the concerned parties without prejudice to their submissions made or to be made before the Court.

The present Settlement Agreement is subject to all applicable laws, rules, regulations etc. including the Indian Telegraph Right of Way Rules, 2016 dated 15.11.2016, and these Rules shall be placed before the Hon'ble High Court of Delhi by the parties for its consideration.

The companies namely ATC Telecom Tower Co. and ATC Telecom Infrastructure Private Limited, GTL Infrastructure Ltd. and Tower Vision India Pvt. Ltd. have settled keeping in mind the status and importance attached to the National Capital Territory (NCT) of Delhi as the Capital of India and more importantly, in view of the explicit assurance by the COAI and all its member companies to bear the entire financial impact that the acceptance of this proposal would entail on them.

The said agreement shall be binding on those Operators who participated and in agreement of the proposal of the Cellular Operators Association of India and agreed by the Corporation.

Sanjay Yadav,
Executive Engineer (Building IQ),
SDMC.

Udit Ratna,
Chief Town Planner, SDMC.

Manjari Bajpai, Advocate for Respondent no.
1, Cellular Operators Association of India

Khursheed Ahmed Bhatt, Regional Network
Head for respondent no. 5, Aircel Ltd.

~~Amr~~

24/c

2/c

Delhi Mediation Centre
Tis Hazari Courts
Delhi-110054

Sanjeev Kumar Trithani, DGM (Legal) for
Tower Vision India Pvt. Ltd.

The contents of the settlement have been explained to the parties in vernacular and they have understood the same and have admitted the same to be correct. Settlement proceedings be sent to the Hon'ble Delhi High court.

TRUE COPY
30/1/17
Judge Incharge
Mediation Centre
Tis Hazari Courts, Delhi

(Dr. Sudhir Kumar Jain)
Judge Incharge,
Mediation Centre
Tis Hazari Courts,
Delhi/30.01.2017

SUB: SETTLEMENT FOR PERMISSION FOR INSTALLATION OF
TEMPORARY STRUCTURE FOR CELLULAR MOBILE
PHONE TOWER / SERVICES FALLING IN THE AREAS
UNDER THE JURISDICTION OF SOUTH / NORTH / EAST
DELHI MUNICIPAL CORPORATION

- (1) Standing Committee in its meeting held on 04.08.2016
vide Resolution No. 73 - Item No.44; and (2) the
Corporation, vide its Resolution No. 208 dated 19.09.2016
as circulated vide letter No. F.33/Corp./HC/870/C&C dated
14.10.2016, resolved
- (2) Standing Committee in its meeting held on 7.9.2016 vide
Resolution No.151 Item No.57 and (2) the Corporation,
vide its Resolution No.263 dated 17.10.2016 as
circulated vide letter No. F.33/corp.
Committee/HC/988/C&C dated 8.11.2016
- (3) Standing Committee in its meeting held on 8.9.2016
vide Resolution No. 68 Item No.30 and (2) the
Corporation, vide its Resolution No 79 dated 26.9.2016
as circulated vide letter No. F.33/Corporation/746/C&C
dated 4.10.2016.

1. Application to Delhi Urban Art Commission (DUAC) or Delhi Fire
Service (DFS), in cases where the tower is installed on the
buildings covered under the guidelines of DUAC or DFS
wherever applicable shall be submitted at the single window.

NOC of Archaeological Survey of India (ASI), Airports Authority
of India (AAI) (only in case if the location is marked in red zone
in Colour Coded Zoning Map (CCZM) specified by AAI),
wherever applicable.

In sites which do not have a generator set and are powered
only with electricity mains and secondary batteries, the
clearance from Delhi Pollution Control Committee (DPCC) will
not be required.

Delhi Metro Rail Corporation (DMRC) application shall only to
be submitted in case the GBT / RTT is in the DMRC notified
corridors, wherever applicable, will be obtained.

In case such NOCs have already been obtained by the
applicant company, the copy of same will be submitted to the
Corporation.

2. Structural stability certificate from any one of the following six institutions are required to be obtained by the Cellular and Basic Cellular Operators/registered IP-1

- (a) Indian Institute of Technology (IIT), Delhi;
- (b) Indian Institute of Technology (IIT), Roorkee;
- (c) Central Building Research Institute (CBRI), Roorkee.
- (d) Rail India Technical & Economic Services Ltd. (RITES), Delhi;
- (e) National Council for Cement & Building Material, 34 KM Stone, Delhi Mathura Road, Faridabad (Haryana);
- (f) Any Government Engineering College in Delhi and National Capital Region;

3. In case of buildings which were unauthorized or which may be so declared at a later point of time, permission for installation of tower shall be granted on fulfillment of all the conditions. However, that shall not imply any change whatsoever in the status of the unauthorized building and shall be without prejudice to the right of MCD to demolish the said building through the due process of law. MCD will inform the concerned licensee/ registered IP-1 in advance (before 15 working days) or as per the Court Order on the demolition and grant sufficient time to remove the equipment.

An indemnity Bond to this effect will be submitted by the company. But the Corporation will not be liable to inform the Cell Tower Operator or infrastructure provider before taking action against the unauthorized building.

4. The licensees or registered IP-1s may share the towers for fixing their respective antennas provided that the prescribed conditions are duly fulfilled so as to ensure curtailing of multiple towers and optimizing the use of the existing ones. There shall be no additional charges for the sharing of towers.

5. As per guidelines of Department of Telecommunications (DOT), a Copy of application for Standing Advisory Committee on Frequency Allocation (SACFA) clearance acknowledged by WPC Wing of Department of Telecommunication, Govt. of India with registration number for the individual location will be submitted alongwith the application for new towers in the Corporation and the SACFA clearance, when obtained will be submitted within 6 months of granting permission. The self-declaration in this regard will be submitted by the applicant. In case of existing mobile towers the SACFA clearance, wherever available, will be submitted alongwith the application in the Corporation.

5/6

211C

For sites to be installed in the areas marked under red zone as per CCZM specified by AAI, NOC from AAI/ SACFA clearance will be submitted.

Further, compliances of Clause No 9.2.5(c) and (d), after 9.2.5(b) in Chapter-9 (Provisions for Structural Safety, Natural Disaster, Fire and Building Services) of the newly notified Unified Building Bye-Laws-2016 shall be ensured.

6. FEE : The Fee will be as below:

a. Towers Roof Top Tower (RTT) /Ground Based Tower (GBT)/ Ground Based Mast (GBM) until Jan 1, 2015.

i. For the period 08.04.2010 to 31.12.2014

Rs. 150,000/- for 5 years irrespective of sharing with effect from the date of installation

b. Prospective from 01.01.2015 for RTT/GBT/GBM

i. Rs.200,000/- for 5 years irrespective of sharing with effect from the date of installation

c. For towers installed prior to issue of policy dated 08.04.2010 of erstwhile Municipal Corporation of Delhi under the Policy of 2003, if charges were previously deposited under the previous policy of the year 2003, then no additional charges shall be required to be submitted. If such fee was not paid, then the fees payable shall be Rs. 100,000/- till 08.04.2010. For subsequent years, charges to be paid as per a & b above.

d. Pole sites: Pole sites per Operator up to 12 M height

i. Rs.20,000/-

ii. Duration 5 years

iii. With effect from 01.01.2016

e. All payments made under protest as per the interim Order of the Delhi High Court dated May 31, 2010 shall be adjusted against amounts to be paid as specified above, either for the sites installed between 2010 - 2014 and also post January 2015.

7. The licensees and registered IP-1s shall be responsible for any damage to life or property caused by the Pole/Tower/Mast, in case it is proven that the damage has been caused solely due to Pole/Tower/ Mast. Accordingly, an Indemnity Bond in this regard will be submitted.

20/C

8. For providing generator set for new mobile tower and tower installed till 01.01.2016, a copy of the type test certificate issued by Automotive Research Association of India (ARAI) to the manufactures of the Diesel Generator (DG) Sets as per guidelines issued by DOT will be submitted alongwith the application.

For generator set installed on mobile towers installed prior to 01.01.2016, certificate from Delhi Pollution Control Committee (DPCC) or its authorized agency will be submitted within 6 months of date of issue of this Policy.

9. The Operator shall ensure the safety guidelines issued by DOT in this regard. However, a Self-Declaration in this regard will be submitted by the applicant.

10. The responsibility and authority for sharing alongwith requisite fee shall lie with the applicant company.

11. The complaints relating to EMF emissions, if any will be referred to Department of Telecommunication/ TERM Cell, Government of India.

12. The mobile towers installed without permission post-issuance of this Policy will be regularized as per rules alongwith the penalty @ 25% of the requisite permission fee as per clause 6.

13. The applicant will submit as below:

A. For CGHS: NOC/ Copy of Agreement from the Management Committee/ Administrator;

B. For DDA/ Group Housing: NOC/ Copy of Agreement from RWA of that Group Housing;

C. For plotted development:

(a) For RTT & GBT - NOC from all the owners of the building and Copy of Agreement from owner of roof rights.

(b) For RTPs - Copy of agreement from owner of roof rights.

14. Application

(a) The application will be submitted by Telecom Service Provider Company or Infrastructure Provider Company having valid license from the Department of Telecommunication, Govt. of India.

(b) The applicant company will submit the building plan and location plan of the existing

D. *Delhi Urban Centre*
T. *Delhi Urban Centre*
111354

1912

building duly signed by the applicant and Structural Engineer for RTT and RTPs.

- (c) Copy of relevant license/infrastructure provider registration certificate of the company issued by the Department of Telecommunication, Govt. of India is to be given.
- (d). In case of violation of the terms & conditions, the permission may be withdrawn after granting opportunity of hearing to the applicant.

15. Revised guidelines shall be prepared from time to time based on the guidelines issued by the Department of Telecommunications, Government of India and the policy of the Corporation.

16. Checklist which will be applicable from date of issuance of this Policy:

List of Documents to be submitted to Municipal Corporation:

(I) For RTT GBT/GBM

- a. Application submitted to Delhi Urban Art Commission, wherever applicable;
- b. Application submitted to Delhi Fire Service, wherever applicable;
- c. Structural Safety Certificate;
- d. SACFA Application;
- e. Self-declaration for SACFA clearance, when obtained, within 6 months;
- f. Copy of type test certificate issued by ARAI to the manufacturer of the DG sets, if applicable;
- g. Indemnity Bond as per clause 3 and 7;
- h. Self-declaration as per clause 5;
- i. The applicant will submit as below:

(a) For CGHS: NOC/ Copy of Agreement from the Management Committee/ Administrator;

(b) For DDA/ Group Housing: NOC/ Copy of Agreement from RWA of that Group Housing;

(c) For plotted development:

- 1. For RTT/ GBT/GBM - NOC from all the owners of the building and Copy of Agreement from owner of roof rights.
- 2. For RTPs - Copy of agreement from owner of roof rights.

j. Tower/ mast design duly signed by the applicant and Structural Engineer;

[Handwritten signatures and marks]

- k. Copy of relevant license/infrastructure provider registration certificate of the company issued by the Department of Telecommunication, Government of India is to be given;

(II) For Pole sites

- Application made to Delhi Urban Art Commission, wherever applicable;
- Application made to Delhi Fire Service, wherever applicable.
- SACFA Application;
- Self-declaration for SACFA clearance, when obtained; within 6 months;
- Copy of type test certificate issued by ARAI to the manufacturer of the DG sets, if applicable;
- Indemnity Bond as per clause 3 & 7
- Self-declaration as per clause 5 & 9
- The applicant will submit as below:

i. For CGHS: NOC/ Copy of Agreement from the Management Committee/ Administrator;

ii. For DDA/ Group Housing: NOC/ Copy of Agreement from RWA of that Group Housing;

iii. For plotted development:

- For RTT & GBT - NOC from all the owners of the building and Copy of Agreement from owner of roof rights.
- For RTPs - Copy of agreement from owner of roof rights.

- Copy of relevant license/infrastructure provider registration certificate of the company issued by the Department of Telecommunication, Govt. of India is to be given.

17. Processing of Applications:

- The concerned Zonal Engineer will act as a Nodal Officer for granting permission for new mobile towers and for regularization of existing illegal mobile towers as per law.
- All applications will be processed as per the above settlement.
- Permission shall be granted in a time bound manner which shall not exceed 30 (thirty) calendar days from the date of filing of application, in cases where no external permission (such as DUAC, DFS, AAI, DMRC, ASI, etc.), failing which it will be treated as deemed permission.

[Handwritten signature and date]

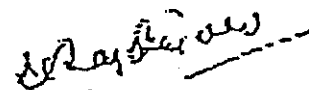
17/5

1/6

Delhi Mediation Centre
The Hazari Courts
Delhi, 110004

- d. 30 calendar days window for clearance will commence once all the documents (as per the check-list given in Para No. 16) are submitted.
- e. The Municipal Corporation will forward the Application within 07 working days of receipt by the concerned Nodal Officer for permission from agencies other than Municipal Corporation (such as DUAC, DFS, AAI, DMRC, ASI, etc.).
- f. The deemed permission will not exempt the applicant from deposition of application charges and submission of requisite documents and clearances. The application will be submitted by the applicant company along ownership document of the building / floor, NOC / agreement of the owner and other requisite documents and fee. The cases having all the requisite documents will be referred to other Departments as applicable within 10 days. The deficiency, if any, will be communicated by the Building Department to the applicant company within 10 days and after receipt of all the requisite documents, the case will be forwarded to other Departments as applicable within next 10 days. After receipt of the clearances of all the Departments, as applicable, the permission will be granted within 10 days.
- g. A copy of the permission will be sent by Building Department to A&C Department for imposing requisite tax.







Sl. No.	Property No.	Ward No.
1	P. No. B-57/1, G.T. Karnal Road Industrial Ara. Delhi -110033.	76
2	P.No. 40-UB, Jawahar Nagar, Kamla Nagar, near main Market, Delhi	78
3	Property NO. 02,Block-29, Mpl. NO. 11541 near NDPL Office, Nangia Park, Shakri Nagar.	78
4	P.No. GI-23, GT Karnal Road, Indl. Area	76
5	P.No. GI-13, GT Karnal Road, Indl. Area	76
6	P.No. 28, Kamla Nagar Market, Old Hans Raj College, Near Delhi University Campus, Delhi	78
7	P.No. 219-220, NKS Hospital, Gulabi Bagh, Delhi-07	78
8	P.No. B-5/2, Model Town-I, Near Model Town Metro station, Delhi	77
9	P.No. 53, Plot No. 5, Shree Nagar Colony, Ashok Vihar, Delhi	78
10	P.No. 7/27, Roop Nagar, Delhi.	78
11	P.No. 4, Local Shopping Complex, Gujrawala Town, Delhi	77
12	P.No. 03 Vardhaman Shopping Market, LSC Derawal Nagar, delhi	77
13	P.No. 13/2, Roshnara Extension Scheme, Subzi Mandi, Known as Shakti Nagar	78
14	P.No. 15/3, Block-B, G.T. Karnal Road, Indl. Area, Delhi	76
15	P.No. 80/4, 3rd Floor, SBI Colony, Nanak Pio, Opp. Jain Mandir, Model Town, Delhi	77
16	P.No. 8/10, Chimniwala Kaatra Singh Sabha Road, Clock Tower	78
17	Grand Venizia, 6, Bhamshah Marg, opp. Kripal Bagh Ashram, Near Model Town Metro station, Delhi.	77
18	P.No. 2, Block-1, State Bank colony, GT Karnal Road, Delhi-110009.	77
19	P.No. 4-B, Khasra NO. 109, Ashirwad Complex, Village Pitampura, Delhi-34	77
20	P.No.D-7,Rana Partap Bagh, Delhi.	76
21	P.No. 8/10, Roop Nagar, Delhi.	78
22	P.No. 187, Rajpura, Kalyan Vihar, New Delhi-110007	77
23	Property No. 187, Kalyan Vihar, Delhi-09	77
24	P.No. B-34, G.T.K. Road Indl. Area.	76
25	P.No. D-113, Mahendru Enclave, Delhi.	77
26	P.No. B-1, Gujrawalan Town,Delhi	77
27	P.No.UB-47, Jawahar Nagar, Delhi	78
28	P.No.20, Block, CC Colony, Delhi-110007.	77
29	Plot No. E-9, Lal Bagh , GTK Indl Area N-9-B, 35-A, Lal Bagh, Azadpur, Delhi-333	76
30	P.No. A-18 Lal Bagh, Azadpur, GTK Road, Delhi	76

31	H.No. 52 in Block F-14, situated at in the Colony known as Model Town area of Village Maliokpur Chhaoni Delhi	77
32	P.No. C-20, Gurudwara Lane No. 2, Mahenderu Enclave, G.T. Karnal Road, Delhi	76
33	Plot No.10913, Gulabi Bagh, Delhi	78
34	P.No. B-165, Gujrawala, Part-1, Delhi	77
35	P.No. B-79, G.T.K. Road Indl. Area, Delhi	76
36	P. No. Garage No.68, Gulabi Bagh, Delhi	78
37	P.No.A-39, Mahendru Enclave, G.T. Road,	77
38	Propety Stair Case No. 4 at Orbit Plaza, North Gate Mall Single Unit, Commercial, Gujrawala Town, Part-2, Delhi	77
39	P.No. 30/11, Shakti Nagar, Delhi	78
40	Shop No. 114 Edward Line, Kingsway Camp, Delhi-110009.	77
41	P. No. D-55, Mahendru Enclave, Delhi-110033	77
42	P.No. A-7A/9A, Rana Partap Bagh, Delhi	76
43	P.No.184, Rajpura Village, Gur Mandi, Delhi.	77
44	P.No.A-291, Derawala Nagar, Delhi.	77
45	P.No. 67/3, Block -A, G.T.K. Road Indl. Area, Azadpur, Delhi	76
46	A-29, Kh. No. 136, New Gupta Colony (RTP)	77
47	Property bearing No.80/4, State Bank Colony, G T Karnal Road, Delhi-110009	77

3

Name of work

Sri Sri Satsang Swamiji's child secondary school no 2 Roop nagar

Whe Mobile Tower/Pole w. c/f. 1-9-2017 to onwred ANNEXURE-F

121C

Property No.	Ward No.	Amount (Rs.)
1 P. No. B-57/1, G.T. Karnal Road Industrial Ara, Delhi -110033.	76	250000
2 P.No. 40-UB, Jawahar Nagar, Kamla Nagar, near main Market, Delhi	78	25000
3 Property NO. 02,Block-29, Mpl. NO. 11541 near NDPL Office, Nangia Park, Shakri Nagar.	78	20000
4 P.No. GI-23, GT Karnal Road, Indl. Area	76	200000
5 P.No. GI-13, GT Karnal Road, Indl. Area	76	200000
6 P.No. 28, Kamla Nagar Market, Old Hans Raj College, Near Delhi University Campus, Delhi	78	20000
7 P.No. 219-220, NKS Hospital, Gulabi Bagh, Delhi-07	78	200000
8 P.No. B-5/2, Model Town-I, Near Model Town Metro station, Delhi	77	150000
9 P.No. 53, Plot No. 5, Shree Nagar Colony, Ashok Vihar, Delhi	78	20000
10 P.No. 7/27, Roop Nagar, Delhi.	78	20000
11 P.No. 4, Local Shopping Complex, Gujrawala Town, Delhi	77	200000
12 P.No. 03 Vardhaman Shopping Market, LSC Derawal Nagar, delhi	77	150000
13 P.No. 13/2, Roshnara Extension Scheme, Subzi Mandi, Known as Shakti Nagar	78	20000
14 P.No. 15/3, Block-B, G.T. Karnal Road, Indl. Area, Delhi	76	350000
15 P.No. 80/4, 3rd Floor, SBI Colony, Nanak Pio, Opp. Jain Mandir, Model Town, Delhi	77	200000
16 P.No. 8/10, Chimniwala Kaatra Singh Sabha Road, Clock Tower	78	200000
17 Grand Venizia, 6, Bhamshah Marg, opp. Kripal Bagh Ashram, Near Model Town Metro station, Delhi.	77	20000
18 P.No. 2, Block-1, State Bank colony, GT Karnal Road, Delhi-110009.	77	40000
19 P.No. 4-B, Khasra NO. 109, Ashirwad Complex, Village Pitampura, Delhi-34	77	350000
20 P.No.D-7,Rana Partap Bagh, Delhi.	76	20000
21 P.No. 8/10, Roop Nagar, Delhi.	78	20000
22 P.No. 187, Rajpura, Kalyan Vihar, New Delhi-110007	77	20000
23 Property No. 187, Kalyan Vihar, Delhi-09	77	200000
24 P.No. B-34, G.T.K. Road Indl. Area.	76	20000
25 P.No. D-113, Mahendru Enclave, Delhi.	77	20000
26 P.No. B-1, Gujrawalan Town,Delhi	77	20000
27 P.No.UB-47, Jawahar Nagar, Delhi	78	20000
28 P.No.20, Block, CC Colony, Delhi-110007.	77	20000
29 Plot No. E-9, Lal Bagh , GTK Indl Area N-9-B, 35-A, Lal Bagh, Azadpur, Delhi-333	76	60000
30 P.No. A-18 Lal Bagh, Azadpur, GTK Road, Delhi	76	20000

11/5

31	H.No. 52 in Block F-14, situated at in the Colony known as Model Town area of Village Maliokpur Chhaoni Delhi	77	450000
32	P.No. C-20, Gurudwara Lane No. 2, Mahenderu Enclave, G.T. Karnal Road, Delhi	76	20000
33	Plot No.10913, Gulabi Bagh, Delhi	78	450000
34	P.No. B-165,Gujrawala, Part-1,Delhi	77	450000
35	P.No. B-79, G.T.K. Road Indl. Area, Delhi	76	450000
36	P. No. Garage No.68, Gulabi Bagh, Delhi	78	20000
37	P.No.A-39, Mahendru Enclave, G.T. Road,	77	450000
38	Propety Stair Case No. 4 at Orbit Plaza, North Gate Mall Single Unit, Commercial,Gujrawala Town, Part-2,Delhi	77	20000
39	P.No. 30/11, Shakti Nagar, Delhi	78	100000
40	Shop No. 114 Edward Line, Kingsway Camp, Delhi-110009.	77	60000
41	P. No. D-55, Mahendru Enclave, Delhi-110033	77	20000
42	P.No. A-7A/9A, Rana Partap Bagh, Delhi	76	450000
43	P.No.184,Rajpura Village,Gur Mandi, Delhi.	77	170000
44	P.No.A-291, Derawala Nagar, Delhi.	77	170000
45	P.No. 67/3, Block -A, G.T.K. Road Indl. Area, Azadpur, Delhi	76	450000
46	A-29, Kh. No. 136, New Gupta Colony (RTP)	77	60000
47	Property bearing No.80/4, State Bank Colony, G T Karnal Road, Delhi-110009	77	20000
			Rs. 6685000/-