

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

एफ. 53(15) / अता प्र.सं. 79 / तृतीय सत्र (बजट सत्र-2022) / दिविस / श.वि. / 2055-57 दिनांक: 29.03.2022
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. 79 माननीय विधायक
शु. श्री. भावन गोड, दिनांक 28.03.2022 को सदन की बैठक के सन्दर्भ में।

महोदया / महोदय,

आपको उपरोक्त विषय में उद्धृत विधानसभा प्रश्न के उत्तर की 100 प्रतियों, 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 प्रतियों 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 : सुश्री भावना गौड़

दिनांक : 28.03.2022

विधानसभा अतारांकित प्रश्न संख्या : 79

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

क्र. सं.	प्रश्न	उत्तर
क	पालम विधानसभा क्षेत्र में एमसीडी प्रापर्टी पर मोबाइल टावर लगाने की संपूर्ण प्रक्रिया क्या है;	दक्षिणी दिल्ली नगर निगम से प्राप्त जानकारी के अनुसार निजी भवन/ सरकारी भवन पर मोबाइल टावर लगाने की अनुमति हाई कोर्ट द्वारा जारी पॉलिसी (Settlement Agreement) दिनांक 30.01.2017 के अनुसार दी जाती है। जिसकी प्रतिलिपी अनुलंगनक 'क' पर संलग्न है इसके अतिरिक्त Cellular Mobile Towers on wheel (CoW)/Ground based Monopole (GBM) टावर लगाने की अनुमति निगम द्वारा पारित नीति के अनुसार दी जाती है जिसकी प्रतिलिपी अनुलंगनक 'ख' पर संलग्न है।
ख	पालम विधान सभा के प्रत्येक वार्ड में कहां-कहां और किस अवधि में ये टावर लगे हैं, पूर्ण विवरण उपलब्ध कराएं;	दक्षिणी दिल्ली नगर निगम से प्राप्त जानकारी के अनुसार भवन विभाग, नजफगढ़ क्षेत्र द्वारा पालम विधान सभा क्षेत्र के अंतर्गत सभी वार्डों में लगे हुए 185 टावरों की सूची अनुलंगनक 'ग' पर संलग्न है। उपरोक्त के अतिरिक्त दक्षिणी दिल्ली नगर निगम के पालम विधानसभा के वार्ड नं० 52 (महावीर एन्कलेव) दक्षिणी दिल्ली नगर निगम पार्क, in front of Mahalaxmi Apartment, Adjacent to Dustbin, Sector-I Dwarka में केवल एक टावर की अनुमति CoW/ GBM टावर नीति के अन्तर्गत दिनांक 22.12.2021 को दी गई है।
ग	क्या यह सत्य है कि अभी कोई नया टावर भी लगाया जा रहा है; और	जी हां, यह सत्य है।
घ	क्या यह सत्य है कि अभी कोई नया टावर भी लगाया जा रहा है; और	दक्षिणी दिल्ली नगर निगम से प्राप्त जानकारी के अनुसार भवन विभाग नजफगढ़ क्षेत्र द्वारा पालम विधान सभा क्षेत्र के अंतर्गत अभी 04 नए टावर लगाने की दी गई अनुमति की सूची अनुलंगनक 'घ' पर संलग्न है।


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

SOUTH DELHI MUNICIPAL CORPORATION
OFFICE OF THE ADDL. COMMISSIONER(ENGG.)
 6th Floor: Dr. SPM Civic Centre: J.L. Nehru Marg New Delhi-110002

No. D/167/SE(B) HQ/ Addl Com(Engg) SDMC/17 Dated: 16/11/17

OFFICE ORDER

dh

SUB: PERMISSION/REGULARIZATION FOR INSTALLATION OF CELLULAR MOBILE PHONE TOWER/POLE SITE FALLING IN THE AREAS UNDER THE JURISDICTION OF SOUTH DELHI MUNICIPAL COPORATION.

A settlement/agreement was executed on 30.01.2017 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 towers/pole sites will be granted in accordance with the settlement/agreement. A copy of Settlement/Agreement/High Court orders dt:28.08.17/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. Zonal Deputy Commissioners.
6. Zonal Superintending Engineers.
7. SE (B) HQ
8. All Executive Engineers (Bldg.)

9. Cell Tower companies / COA

Copy for kind information to:-

1. Commissioner.
2. Addl. Commissioners (Zones)

Copy for kind information also to:-

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


 ADDL. COMMISSIONER (ENGG.)

In the matter of:
MCD Vs. Cellular Operators Association of India @ Ors.

Delhi
Tis Hazari Courts
Delhi-110054

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,
Aircel 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.

~~TRUE COPY~~
Branch Manager
Tis Hazari Courts, Delhi

4

46/1

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.

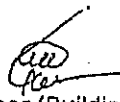
It is clarified that this settlement shall be applicable within the jurisdiction of MCD (Now represented by SDMC, EDMC and NDMC) and shall not be taken as a precedent for other States in similar dispute.

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.

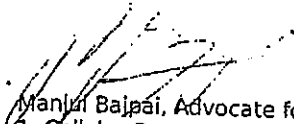
The present Settlement Agreement is subject to all applicable laws, rules, regulations etc., including the Indian Telegraph Right of Way Rules, 2016 dated 15.11.2016, and these Rules shall be placed before the Hon'ble High Court of Delhi by the parties for its consideration.

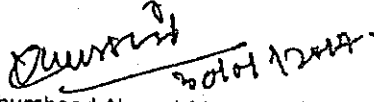
The companies namely ATC Telecom Tower Co. and ATC Telecom Infrastructure Private Limited, GTL Infrastructure Ltd, and Tower Vision India Pvt. Ltd. have settled keeping in mind the status and importance attached to the National Capital Territory (NCT) of Delhi as the Capital of India and more importantly, 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 HQ),
SDMC,


Udit Ratna,
Chief Town Planner, SDMC,


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


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

TRUE COPY
Branch: Haryana
Muzaffarnagar, Distt

5

Sameer Chugh

45/c

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

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

A.D. Biswas

A

A.D. Biswas, Chief Town Planner, NDMC

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

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

Vikram Singh

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

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

Pankaj Kumar

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

Sunil Kumar Mehra
Sunil Kumar Mehra, Chief Town
Planner, EDMC.

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

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

Raj Shekhar Rao

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

Parveen Sharma
Parveen Sharma, Vice President, Corporate
Affairs

Vineet Goel
Vineet Goel for Reliance Jio Infocom Ltd.

Nayan Tara
Nayan Tara for Reliance Jio Infocom Ltd.


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

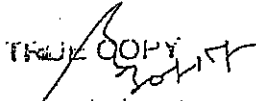
Handwritten signature and scribbles at the bottom of the page.

44/C

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.


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


Sudhir Kumar Jain
Judge Incharge
Mediation Centre
Tis Hazari Courts, Delhi

Deed of Settlement

43/1

7

Delhi Municipal Corporation
T-2, Ashok Park, New Delhi
L-53110014

ANNEXURE 'A'

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

Quoted
Sanjay Singh

- (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.

Sanjay Singh *Secretary*

1000
1000
1000

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.

Signature

Signature

Signature

Signature

Signature

Signature

Signature

Signature

Signature

Signature

Signature

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.

“ 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

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

Amended

Amended for Delhi Ministry

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 (ARA) 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

Arvind

Sandeep Singh

D

1/2

[Signature]

[Signature]

Vinod

Sudhakar

[Signature]

[Signature]

11
39/C
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 initials at the bottom of the page.

- 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

- a. Application made to Delhi Urban Art Commission wherever applicable;
- b. Application made to Delhi Fire Service wherever applicable
- c. SACFA Application.
- d. Self-declaration for SACFA clearance when not received within 6 months;
- e. Copy of type test certificate issued by ARA to the manufacturer of the DG sets, if applicable
- f. Indemnity Bond as per clause 3 & 7
- g. Self - declaration as per clause 5 & 9
- h. The applicant will submit as below

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

- 1. For RTI & GBT - 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

- i. 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:

- a. 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
- b. All applications will be processed as per the above settlement
- c. 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 AS etc) is required, shall be treated as deemed permission

Chiranjeev
Suman Singh

[Signature]

[Signature]

[Signature]

[Signature]

Sukhdeep

[Large handwritten signature]

13

37/C

Amend

- 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.

W *at the end of...*

(APPLICATION FORMAT FOR RTT/GBT/GBM)

REF NO.....

14

Dated:

The Executive Engineer (Building),
_____ Zone.

South Delhi Municipal Corporation,

Subject: Application for permission / regularization with respect to installation of GBM/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

(APPLICATION FORMAT FOR RTP- Pole Site)

REF NO.....

15

Dated:

The Executive Engineer (Building).

Zone.

South 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 3&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

INDEMNITY BOND

16

(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 South 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 South 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 SDMC shall be kept harmless from the all liabilities and the SDMC shall be liberty to revoke the permission as granted by the SDMC 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 South 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)

17

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 South 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.

18

Annexure - __

SELF DECLARATION
(As per Clause 9)
Applicable for RTT/GBT/GBM/Pole Site.(RTP)

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

1. 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 South Delhi Municipal Corporation.
2. 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.
3. 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

Name & Designation.

313 012 24 29

30/c 29/c

: 1: 19

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

2d

Government of India, Ministry of Communication (Dept. 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 Dept. 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.

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 SDMC.

1. Any telecom company/service provider having valid license from the Dept. of Telecommunication, Ministry of Communications, Govt. of India can apply for grant of permission for installation of COW within the jurisdiction of SDMC, on following terms & conditions:

1. The Cellular on Wheels (COW) 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 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 SDMC.
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.

29/2 29/10

: 2 :

20

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 Dept. (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 out-rightly 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.
- 12. The space up to 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 dept. 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 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 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 unfettered 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.
- 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/- (Rupee Ten Thousand) 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 judgments 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 moments 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.
 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 hand over the vacant sites before such period otherwise the SDMC shall have the right to seize these materials. 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 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 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

26/c

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) A monthly rental charge 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 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 Dept. of Telecommunication, Ministry of Communications, Govt. of India.

List of documents to be submitted along with application to Remunerative Project Cell, SDMC, 25th Floor, Dr.S.P.Mukherjee Civic Centre, Jawahar Lal Nehru Marg, New Delhi – 110 002

- i. Copy of relevant license issued by the Dept. 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 over ground 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.No. 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 over ground 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	Time frame
1.	Scrutiny of documents submitted by the telecom company/service provider	Within 07 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 07 days of scrutiny of documents and if the documents submitted are found in order
3.	Issuance of Letter of Acceptance	Within 07 days of joint inspection, if site found feasible.
4.	Deposition of Advance Monthly Rental Charges (equivalent to 03 months monthly rental charges) & security deposit (equivalent to 02 months monthly rental charges)	Within 15 days of issuance of letter of acceptance

94/c

25

5.	Grant of permission	Within 07 working days of completion of all formalities including deposition of advance monthly rental charges security deposit
----	---------------------	---

पालम विधान सभा के अंतर्गत लगे हुए टावरों की सूची इस प्रकार है:

S.No.	Date of Permission	Name of Operator	Location of Tower	Ward No.
1	30-Jan-10	RELIANCE TELECOM	P.NO.59/60 KH.NO. 99/24 VILLAGE PALAM RAJAPURI BLOCK -M NEW DELHI- 59 W.NO. 145	51
2	4-Feb-10	INDUS TOWER LTD.	RZ C-176 F/F KH.NO. 120/10/1 VILLAGE PALAM COLONY GALI NO.- 3 MADHU VIHAR NEW DELHI	51
3	9-Jun-06	MTNL	K-27, RAJ APURI	51
4	15-Dec-06	IDEA	P.NO.F-18, G.NO.12, RAJAPURI	51
5	20-Mar-07	BHARTI AIRTEL	P.NO.RZ-D-129, KH.NO.127/8, VILL. PALAM, MADHU VIHAR	51
6	30-Jan-10	RELIANCE INFRATEL	B-169 MADHU VIHAR UTTAM NAGAR NEW DELHI- 59 W.NO. 148	51
7	5-Apr-10	TT INFO SERVICE	P.NO.17 (OLD), A-1/153, A-1 BLOCK, KH.NO.112/20, DEFENCE ENCLAVE, MADHU VIHAR, VILL. PALAM	51
8	10-Dec-10	IDEA CELLULAR	P.NO.9, VILLAGE RAJAPURI, DWARKA	51
9	20-Dec-10	IDEA CELLULAR	P.NO.9, VILLAGE RAJAPURI, PALAM MATIYALA ROAD, DWARKA	51
10	11-Mar-05	IDEA	RZ-36, A/2, MAIN PALAM ROAD	52
11	19-Dec-06	IDEA	P.NO.RZ-B/123, MAHAVIR ENCLAVE	52
12	13-Apr-10	TATA INFO LTD.	P.NO.L-20, KH.NO.84/22, PALAM, MAHAVIR ENCLAVE	52
13	15-May-09	RELIANCE INFRATEL	J-52, CARVED OUT OF KH.NO.16/25/1, NANDA BLOCK, MAHAVIR ENCLAVE	52
14	4-Feb-10	INDUS TOWER LTD.	KH.No.-76/14/1 VILLAGE PALAM MAHAVIR VIHAR SEC-1 DWARKA NEW DELHI	52
15	11-Oct-06	BHARTI AIRTEL	RZ-L/76, VIJAY ENCLAVE, M-BLOCK	52
16	29-Dec-06	BHARTI AIRTEL	P.NO.RZ-C- 8/A, NANDA BLOCK, MAHAVIR ENCLAVE	52
17	30-Jan-10	RELIANCE INFRATEL	RZ-B2/1 VIJAY ENCLAVE SHIV MAIN MKT PALAM ROAD DWARKA. W.NO. 147	52
18	4-Feb-10	INDUS TOWER LTD.	OLD KH.NO. - 7 KH NO.- 76/13/2 VILLAGE PALAM (9) RZ-C-23 MAHAVIR VIHAR DWARKA NEW DELHI	52
19	13-Apr-10	TT INFO SERVICE	P.NO.RZ-B-3/126-A, KH.NO.6/19 & 6/22, VIJAY ENCLAVE	52
20	10-Dec-10	VODAFONE ESSAR	H.NO.H-4/88, MAHAVIR ENCLAVE, BENGALI COLONY	52
21	20-Dec-10	IDEA CELLULAR	P.NO.CD-110, MAHAVIR ENCLAVE, PART-II,	52
22	29-Jul-04	RELIANCE	KH. NO. 309, SITUATED AT INDRA PARK VILLAGE NASIR PUR	53
23	5-Apr-10	TT INFO SERVICE	KH.NO.628, VILLAGE NASIRPUR, INDRA PARK, MAIN ROAD, PALAM COLONY	53
24	20-Dec-10	BHARTI AIRTEL	P.NO.WZ-127-A, GALI NO.2, SADH NAGAR, PALAM COLONY	53
25	28-Dec-06	BHARTI AIRTEL	P.NO.RZ-9, MAIN ROAD, INDRA PARK, PALAM COLONY	53
26	11-Aug-05	MTNL	RZ-443-C, G.NO.24, SADH NAGAR-II	53

21/6

27

			110045	
61	16-Jan-07	HUTCHISON ESSAR	Plot No.B-224-25, Dwarka Complex, Sec-7, Dwarka, New Delhi	54
62	16-Jan-07	TATA TELESERVICES	K-24, Rajapuri bus stand Chowk, Dwarka, New Delhi	51
63	3-Jul-07	IDEA	Plot No.168, Nasirpur, Village Palam, New Delhi-110045	54
64	9-Oct-07	HUTCHISON ESSAR	Prop. No.RZ-C-38, Shiv Market, Vijay Enclave, Durgapuri, New Delhi	52
65	28-Sep-07	BHARTI AIRTEL	Prop. No.WZ-791, Village Palam, New Delhi-110045	54
66	17-Mar-18	Reliance Jio	Property No.25, Kh.No.15/3, Mahavir Encl., Gurudwara Road, Gali No.10, Village Palam	52
67	19-Mar-18	Reliance Jio	Property No.H-2/70-A, Kh.No.78/16/2, Mahavir Enclave, Village Palam	52
68	19-Mar-18	Reliance Jio	Property No.F-2, Khasra No.92/6/1, Gali No.16, Sadh Nagar, Palam	53
69	19-Mar-18	Reliance Jio	Property No.WZ-939, Badiyal Palam Village	54
70	19-Mar-18	Reliance Jio	Property No.G-1/24, Gali No.30, Rajapuri, Uttam Nagar	51
71	2-Jul-18	Bharti Airtel Ltd.	Property No.WZ-862/6, Gali No.16, Sadh Nagar, Palam Colony, New Delhi (23872)	53
72	2-Jul-18	Bharti Airtel Ltd.	Property No.A-1/229, Madhu Vihar	51
73	20-Apr-18	Reliance Jio	Property No.RZ-A-27/2 (Old No.26), Out of Khasra No.5/23/1, Village Mirzapur Colony known as Vijay Enclave, Palam	52
74	29-Jun-18	Reliance Jio	Property No.64/5/2, H.No.RZ-B-151 (NZ-A-755), Village Raj Nagar-I, Palam Colony, New Delhi	54
75	6-Jun-18	Indus Towers Ltd.	Property/Shop No.2, Khasra No.106/25, Village Palam known as Rajapuri, New Delhi	51
76	29-May-18	Reliance Jio	Property No.B-125, Out of Khasra No.109/22, Village Palam, known as Rajapuri, Bharat Vihar Road	51
77	29-May-18	Reliance Jio	Property No.3 (New No.C-191) Plot No.9 (New No.C-192) & Plot No.1 (New No.C-193), Out of Kh.No.120/15/1/2, Village Palam Colony, known as Madhu Vihar, Uttam Nagar	51
78	29-Jun-18	Reliance Jio	Property No.D-369/2, Out of Khasra No.94/23, Gali No.12, Sadh Nagar, Palam, New Delhi	53
79	14-Jun-18	Reliance Jio	Property No.RZ-A-218, 40 Foota Road, Mahavir Enclave, Part-II, New Delhi	52
80	29-Jun-18	Reliance Jio	Property No.C-713-C & C-713-B, Khasra No.28/4/2, Palam Extn., Sector-7, Dwarka, New Delhi	54
81	14-Jun-18	Reliance Jio	Property No.A-1021, Palam Extn., Sec-7, Dwarka, New Delhi	54
82	2-Jul-18	Reliance Jio	Property No.D-125, Madhu Vihar, Sec-3, Dwarka, New Delhi	51
83	14-Jun-18	Reliance Jio	Property No.WZ-768, Dada Dev Road, Palam Village, New Delhi	54
84	2-Jul-18	Reliance Jio	Property No.A-61 & A-65, JJ Colony, Phase-III, Sec-3, Pappan Kalan, Dwarka, New Delhi	52
85	2-Jul-18	Reliance Jio	Property No.D-426, Harijan Basti, Palam Extn., New Delhi	54
86	14-Jun-18	Reliance Jio	Property No.C-240, Sec-7, Pappan Kalan, Dwarka, New Delhi	54
87	14-Jun-18	Reliance Jio	Property No.177, WZ-10, Village Palam, New Delhi	54
88	14-Jun-18	Reliance Jio	Property No.WZ-921 (Old No.WZ-8-A), Khasra No.59/11/3, Mohalla Badiyal, Village Palam, New Delhi	54

112	30-May-19	ATC Telecom Infrastructure Pvt. Ltd.	RZ-58-61, VASHISHT PARK, PANKHA ROAD	51
113	30-May-19	ATC Telecom Infrastructure Pvt. Ltd.	PLOT NO.C-191-192 & C-193, MADHU VIHAR, UTTAM NAGAR	51
114	20-Sep-19	Reliance Jio	RZM-3 OUT OF KH. NO. 16/1, VILLAGE MIRZA PUR ABADI KNOWN AS NANDA BLOCK, MAHAVIR ENCLAVE, NEW DELHI-110045	52
115	30-May-19	ATC Telecom Infrastructure Pvt. Ltd.	P.No.RZ-24-A, Gali No.4, Indra Park, Palam, Jitender Chaurasia	54
116	30-May-19	Bharti Airtel Ltd.	P.No.C-7, Mahavir Vihar, C/o Jai Public School owned by Sh. Jai Kishan Chikkra	52
117	3-Jun-19	Bharti Airtel Ltd.	P.No.RZ-2-C, Main Road, Opp. Primary School, Palam	54
118	30-May-19	Bharti Airtel Ltd.	House No.420-A, Sadh Nagar-I, Palam Colony	53
119	3-Jun-19	Bharti Airtel Ltd.	P.No.H-3/67, Kh.No.79/18, Village Palam, Mahavir Enclave	52
120	30-May-19	Bharti Airtel Ltd.	P.No.RZ-744-A, Gali No.18-B, Sadh Nagar, Palam Colony	53
121	4-Sep-19	Bharti Airtel Ltd.	P.No.RZ-I-3, Main Road, Palam Colony C/o Pt. Girdhari Lal Memorial Nursing Home	54
122	20-Sep-19	Reliance Jio	P.No.RZ-C-3/154-A, Out of Kh.No.15/1/2, Village Mirzapur Colony known as Mahavir Enclave owned by Smt. Poonam Jha W/o Sh. Vinod Kumar Jha (ID No.8506)	52
123	14-Jun-19	Reliance Jio	P.No.58, Out of Kh.No.104/14/1, 17/1, 24/2, Village Palam, Abadi of D-Block, Rajapuri, Uttam Nagar owned by Sh. Jagjeet Singh Chhonker S/o Sh. Navin Singh	51
124	28-May-19	Indus Towers Ltd.	Plot No.1, Kh.No.64/4/1/2, Village Mirzapur, Dwarkapuri	52
125	28-May-19	Indus Towers Ltd.	Plot No.39, Kh.No.109/4, Village Palam Colony, Rajapuri, Block-T, Uttam Nagar	51
126	14-Jun-19	Reliance Jio	P.No.RZ-C-93, Out of Kh.No.76/12, situated in the area of Village Palam Colony, known as Mahavir Vihar owned by Smt. Geeta W/o Sh. Girijesh Chaubey	52
127	3-Jun-19	Bharti Airtel Ltd.	H.No.RZ-J-7, Vijay Enclave, Near Pipal Wala Mandir, Mahavir Enclave	52
128	20-Sep-19	Reliance Jio	P.No.RZ-157 (Old No.25), Out of Kh.No.7/21/2, area of Village Palam Colony known as Vijay Enclave, Gali No.6, Mahavir Enclave owned by Mr. Dharambir S/o Gagan (ID NO.9225)	52
129	17-Jun-19	Reliance Jio	P.No.3, Out of Khasra No.105/17/2, situated in the Revenue Estate of Village Palam, abadi known as Gali No.8, Rajapuri Colony, Block-D-1, Uttam Nagar owned by Smt. Indu Yadav W/o Sh. Amit Yadav	51
130	2-Aug-19	Indus Towers Ltd.	Plot No.36-C, Khasra No.7/18/9, Village Mirzapur, Tamil Enclave, Dabri Palam Road, New Delhi-110045	52
131	9-Oct-19	Reliance Jio	P.No.NZ-B-777 (Old No.RZ-62) Out of Khasra No.61/4/4, Puran Nagar, Palam Colony, New Delhi-110077 owned by Mr. Sandeep Jain S/o Sh. Jaipal Jain (ID No. 5417)	54
132	10-Oct-19	Reliance Jio	P.No.RZ-F-1/12, out of Khasra No.88/10/1, area of Village Palam, colony known as Mahavir Enclave, F-Block, owned by Mr. Mukesh Kumar Jha S/o Sh. Uday Kant Jha (ID No.9691)	52

151	6-Aug-20	ATC Telecom Infrastructure Pvt. Ltd.	Prop. bearing as Plot No.RZ-U-12, Nanda Block, Mahavir Enclave, Near Sai Mandir, New Delhi-110045 Owned by Smt. Prema, Smt. Pushpa and Sh. Deep Pant (ID No. 538397)	52
152	1-Sep-20	ATC Telecom Infrastructure Pvt. Ltd.	Prop. bearing as RZ-686/Z 20, Main Road Palam Colony, New Delhi-110045 (John Players Showroom) Owned by Sh. Dayanand S/o Sh. G L Aggarwal (ID No.452620)	54
153	6-Aug-20	ATC Telecom Infrastructure Pvt. Ltd.	Prop. bearing as D-1/18, Palam Extn. New Delhi-110045 Owned by Smt. Kamlesh W/o Sh. Vipin Kumar (ID No. 538475)	54
154	4-Feb-20	Indus Towers Ltd.	Prop. bearing as RZ-D-1/5, Kh.No.74, Mahavir Enclave, Main Palam Dabri Road, New Delhi-110045 Owned by Ms. Kailash Rani W/o Ramji Dass (ID No. 1284581)	52
155	17-Dec-20	Indus Towers Ltd.	Prop. bearing as RZ-B1/88, Gali No.2, Vijay Enclave, Village Mirzapur, Palam Road, New Delhi-110045 Owned by Mrs. Santosh Khanna W/o Sh. O. P. Khanna (ID No.1308964)	52
156	6-Aug-20	ATC Telecom Infrastructure Pvt. Ltd.	Prop. bearing as Kh.No.628, Village Nasirpur known as RZ-26 P/13, Indra Park, Palam Colony, New Delhi-110045 owned by Sh. Sudhir Yadav S/o Sh. Satyapal Yadav (ID No. 538380)	53
157	21-Sep-20	ATC Telecom Infrastructure Pvt. Ltd.	Prop. bearing as RZ-25/B-14, Indra Park, Palam Colony, Main Road, New Delhi-110045 Owned by Smt. Vijay Laxmi Gupta W/o Sh. Rakesh Kumar Gupta (ID No. 578480)	53
158	6-Aug-20	ATC Telecom Infrastructure Pvt. Ltd.	Prop. bearing as RZ-A-73/A, FF Kh.No.77/1/1 & 76/5/1, Village Palam Colony, Mahavir Vihar, Delhi-110045 owned by Sh. Satish Yadav S/o Sh. Nar Singh Yadav (ID No.577221)	52
159	17-Aug-20	ATC Telecom Infrastructure Pvt. Ltd.	Prop. bearing as WZ-601, Kh. No.64/10/2, Raj Nagar, Village Palam, New Delhi-110045 owned by Sh. Anil Kumar Tanwar S/o Mannu Ram (ID No. 578005)	54
160	23-Nov-20	Bharti Airtel Ltd.	Prop. bearing as RZF-36, A2A, SBI Bank Building Raj Nagar-I, New Delhi-110077 owned by Smt. Arti Solanki W/o Sh. Raj Singh Solanki (25650)	54
161	13-Feb-20	Bharti Airtel Ltd.	Prop. bearing as H. No.RZM-157, Kh.No.7/21/2, Gali No.6, Vijay Enclave, Mahavir Enclave, Palam Colony, New Delhi-110045 Owned By Sh. Dharambir S/o Sh. Gagan (18018)	52
162	9-Jan-20	ATC Telecom Infrastructure Pvt. Ltd.	Prop. bearing as B-3/126-A, Kh. No.6/19, Vijay Enclave area of Village Mirzapur, New Delhi-110046 owned by Sh. Ram Aashre Yadav S/o Sh. Gaja Ram Yadav (ID No.587835)	52
163	17-Feb-20	Reliance Jio	Prop. Bearing as E-530 Situated at Palam Extn. Sec-7, Dwarka, New Delhi-110075 owned by Smt. Madhu W/o Sh. Vijay Singh (8942)	54
164	17-Feb-20	Fine Bunch Pvt. Ltd.	Prop. Bearing as RZ-38/2C, Out of Kh. No.138, Gali No.3A, Durga Park, New Delhi-110045 Owned by Sh. Dinesh Bhutani S/o Sh. Mahadev (DL-FB0001)	53
165	24-Feb-20	Bharti Airtel Ltd.	Prop. Bearing as House No.A-278, Kh. No.112/17, Rajapuri Road, Madhu Vihar, New Delhi-110059 owned by Smt. Usha Kakkar W/o Lt. Sh. Pushpender Kakkar (20444)	51
166	5-Mar-20	Reliance Jio	Prop. Bearing as RZF-42/559, Kh. No.558 & 559, Situated in the area of Villahe Nasirpur, Colony known as Sadh Nagar, Gali No.42-A, Palam Colony, New Delhi-110045 Owned by Smt. Baby Singh W/o Sh. Jitender Pal Singh (8936)	53

182	17-Feb-22	Indus Tower Ltd.	Property Bearing No. WZ-697, Khasra No. 62/21/1, Badiyal, Village Palam, New Delhi-110045 Owned by Sh. Sunil Solanki S/o Sh. Kehar Singh Solanki (3071660)	54
183	16-Mar-22	Indus Tower Ltd.	Property bearing as Plot No. 7/1, New No. RZ-F-87/D, Khasra No. 91/25, 93/21 Min., Village Palam, Sadh Nagar, Palam Colony, New Delhi-110045 Owned by Sh. Jitender Bhardwaj S/o Sh. Hari Prasad Bhardwaj (3079320)	53
184	8-Mar-22	Reliance Jio Infocomm Ltd.	SITE ID-I-DL-DLHI-ESC-0320 ADDRESS-Smt Bimla Devi W/o Sh Ranveer Singh, Plot No.-33, Out of Khasra No.-104/11, Village- Palam, C-Block, Rajapuri Colony, Post office-Uttam Nagar, Police Station-Dabri, District-West Delhi, State-Delhi, Pin Code-110059	51
185	14-Mar-22	Reliance Jio Infocomm Ltd.	SITE ID-I-DL-DLHI-ESC-8013 ADDRESS-Smt Shanti Devi W/o Sh Ram Dev Singh, Property No.-RZ-23E/5B, Out of Khasra No.-879/638 & 880/638, Situated at Village Nasirpur, Abadi Known as Indira Park, Palam Colony, Post office & Police Station- Sagarpur, District-South West Delhi, State-Delhi, Pin Code-110045	53

14/6

अनुलग्न - ६

31

भवन विभाग, नजफगढ़ क्षेत्र द्वारा पालम विधान सभा के अंतर्गत अभी नए टावर लगाने की दि गयी अनुमति की सूची इस प्रकार है

1	17-Feb-22	Indus Tower Ltd.	Property Bearing No. WZ-697, Khasra No. 62/21/1, Badiyal, Village Palam, New Delhi-110045 Owned by Sh. Sunil Solanki S/o Sh. Kehar Singh Solanki (3071660)	54
2	16-Mar-22	Indus Tower Ltd.	Property bearing as Plot No. 7/1, New No. RZ-F-87/D, Khasra No. 91/25, 93/21 Min., Village Palam, Sadh Nagar, Palam Colony, New Delhi-110045 Owned by Sh. Jitender Bhardwaj S/o Sh. Hari Prasad Bhardwaj (3079320)	53
3	8-Mar-22	Reliance Jio Infocomm Ltd.	SITE ID-I-DL-DLHI-ESC-0320 ADDRESS-Smt Bimla Devi W/o Sh Ranveer Singh, Plot No.-33, Out of Khasra No.-104/11, Village- Palam, C-Block, Rajapuri Colony, Post office-Uttam Nagar, Police Station-Dabri, District-West Delhi, State-Delhi, Pin Code-110059	51
4	14-Mar-22	Reliance Jio Infocomm Ltd.	SITE ID-I-DL-DLHI-ESC-8013 ADDRESS-Smt Shanti Devi W/o Sh Ram Dev Singh, Property No.-RZ-23E/SB, Out of Khasra No.-879/638 & 880/638, Situated at Village Nasirpur, Abadi Known as Indira Park, Palam Colony, Post office & Police Station- Sagarpur, District-South West Delhi, State-Delhi, Pin Code-110045	53

