

BEFORE THE NATIONAL GREEN TRIBUNAL, PRINCIPAL BENCH,

NEW DELHI

O.A. NO. 549 OF 2023

IN THE MATTER OF:-

Dinesh Jain &amp; Anr.

.....Applicant

Versus

Govt of NCT of Delhi &amp; ors.

....Respondents

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NEW DELHI  
DATED 29/09/2025

Through

  
PUJA KALRA  
Standing Counsel MCD  
Chamber No. 430, Block-I,  
Delhi High Court, New Delhi.  
Mob. 9312839323  
email:- [pujakalra09@gmail.com](mailto:pujakalra09@gmail.com)

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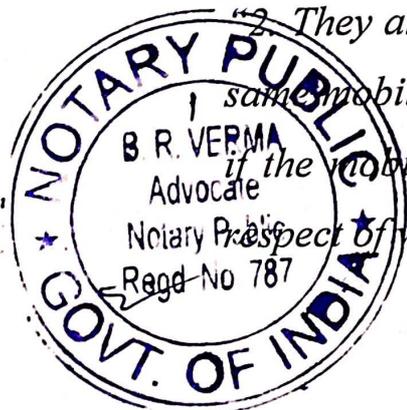
Govt. of NCT of Delhi & ors.

....Respondents

I, Naveen, aged about 46 years, Occupation: Service, having office at: 25<sup>th</sup> Floor, RP cell/MCD, civic Centre, New Delhi – 110002, do hereby solemnly affirm on oath as under:

1. That it is humbly submitted that I am presently working as Assistant Commissioner, RP Cell, MCD and fully conversant with the facts of the case on the basis of the record maintained and made available in this regard and as such am competent to depose and swear the present affidavit on behalf of the respondent/ MCD.
2. That it is humbly submitted that the present application was filed by the applicant against the mobile tower installed at a park situated at SDMC (Now MCD), Park DB Block, 6-A, Hari Nagar, Ward No. 11/S (Latitude: 28.621148 Longitude: 77.107308)
3. That the present matter was listed before this Hon'ble NGT on 03 .03.2025 wherein this Hon'ble Tribunal passed directions as follow:

*"2. They are directed to disclose, if any, Writ Petition in respect of the same mobile tower is pending before the High Court of Delhi and also if the mobile tower has been installed/existing on the Tikona Park in respect of which grievance has been raised in the O.A."*



4. That as per record the Municipal Corporation of Delhi passed a policy vide resolution no. 259 dated 04.01.2020 for permission for installation of Cellular Towers on Wheels (COW) in South Delhi Municipal Corporation (erstwhile) areas. Copy of the Policy dated 04.01.2020 is annexed herewith as **ANNEXURE-A**.
5. That as per record the applicant applied for installation of Cellular Tower On Wheels (COW) at South Delhi Municipal Corporation (Now Municipal Corporation of Delhi), Park DB Block, 6-A, Hari Nagar, Ward No. 11/S (Latitude: 28.621148 Longitude: 77.107308)
6. That as per record the permission vide letter no: AC/RPC/SDMC/2021/D-198 dated 16.08.2021 issued by Assistant Commissioner, Remunerative Project Cell, SDMC permitting to M/s Indus Towers Ltd. to set up Ground Based monopole (GBM) at SDMC (Now MCD), Park DB Block, 6-A, Hari Nagar, Ward No. 11/S (Latitude: 28.621148 Longitude: 77.107308) has granted as per norms of the policy. It is further submitted that there is no violation of the rules as per the existing policy. Copy of the permission bearing no. AC/RPC/SDMC/D-198 dated 16.08.2021 is annexed herewith as **ANNEXURE-B**.
7. That it is submitted that the same mobile tower situated at SDMC (Now MCD), Park DB Block, 6-A, Hari Nagar, Ward No. 11/S (Latitude: 28.621148 Longitude: 77.107308) case is pending before the Hon'ble High Court of Delhi in the matter W.P.(C) 12547/2021 CM Appl. 39510/2021 titled DB Block RWA Hari Nagar V/S SDMC & ORS vide W.P.(C) 12547/2021 (**Annexure-C**)



**VERIFICATION:**

30 SEP 2025

*[Signature]*  
DEPONENT  
Assistant Commissioner  
Ramunerative Project Cell, MCD

Verified at Delhi on this \_\_\_\_ day of Sep 2025, that the contents of the above affidavit are true and correct to my knowledge derived from the official records maintained by the MCD and I believe the same to be true and correct.

*Regd. Pub.*  
I identify the Deponent who has Signed in my presence.

*[Signature]*  
DEPONENT  
Assistant Commissioner  
Ramunerative Project Cell, MCD



**CERTIFIED THAT THE DEPONENT**

Shri/Smt./Km.....  
S/o. W/o. D/o.....  
No.....  
Identified by Shri/Smt. *[Signature]* MCD  
has solemnly affirmed before at Delhi  
on..... at Sl. No. *[Signature]*  
that the contents of the affidavit which have  
been read & explained to him are true and  
correct to his knowledge.

*[Signature]*  
Notary Public, Delhi (India)

30 SEP 2025

**MUNICIPAL CORPORATION OF DELHI  
REMUNERATIVE PROJECT CELL  
Dr. Shyama Prasad Mukherjee Civic Centre (25thFloor),  
Jawaharlal Nehru Marg, New Delhi-110002, Ph. No. 011-2322-7514**

No.:- AC/RPC/MCD/2022/D- 850

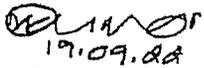
Date: 19.09.2022

**Subject:- Implementation of Policy for (i) Setting up Communication Cellular Mobile Towers on Wheels (COW)/MBTS and (ii) Setting up Mobile Towers on lands/Buildings/properties owned and managed by MCD.**

The Competent Authority vide Decision/ resolution No. 100 dated 01.09.2022 has approved the **Implementation of Policy for (i) Setting up Communication Cellular Mobile Towers on Wheels (COW)/MBTS and (ii) Setting up Mobile Towers on lands/Buildings/properties owned and managed by MCD** (copy enclosed) under the jurisdiction of Municipal Corporation of Delhi for compliance by all concerned.

2. This policy shall come into force with immediate effect.

Encl: as above

  
19.09.22  
**Assistant Commissioner  
R.P. Cell, MCD**

Assistant Commissioner  
Remunerative Project Cell, MCD

**Copy to:-**

1. Special Officer, MCD for kind information
2. PS to Commissioner, MCD for kind information of Commissioner, MCD
3. All Addl. Commissioners, MCD
4. All DCs & ADCs, MCD
5. Director (IT) – for uploading the policy on website of Corporation

Item No.110

Implementation of Policies for (i) Setting up Communication Cellular Mobile Towers on Wheels (COW)/MBTS and (ii) Setting up Mobile Towers on Lands/Buildings/properties owned and managed by MCD

Decision/Resolution

Decision No. 100 Dt. 01-09-2022

Commissioner vide his letter No. F.33/R.P.Cell/MCD/158/ C&C 23/08/2022 has submitted the proposal for Implementation of Policy for (i) Setting up Communication Cellular Mobile Towers on Wheels (COW) /MBTS and (ii) Setting up Mobile Towers on lands/Buildings/properties owned and managed by MCD.

Erstwhile South DMC and erstwhile North DMC already implemented said policies and earned revenue on this count. Now, Commissioner(MCD) has proposed the policy for the Municipal Corporation as a whole.

In view of above, the proposal of the Commissioner (MD) for the unified Corporation is approved. This would be subject to the orders of the NGT/High Court/Supreme Court, etc.

**MUNICIPAL CORPORATION OF DELHI  
(REMUNERATIVE PROJECT CELL)**

**6**

No. No. F.33/B.P.Cell/MCD/158/C&C

Date : 23/8/2022

**From: The Commissioner,**  
Municipal Corporation of Delhi,  
Dr. Shyama Prasad Mukherjee Civic Centre,  
Jawahar Lal Nehru Marg,  
New Delhi-110002.

**To: The Municipal Secretary,**  
Municipal Corporation of Delhi,  
Dr. Shyama Prasad Mukherjee Civic Centre,  
Jawahar Lal Nehru Marg,  
New Delhi-110002.

**Sub: Implementation of Policies for (i) Setting up Communication Cellular Mobile Towers on Wheels (COW)/MBTS and (ii) Setting up Mobile Towers on lands/Buildings/properties owned and managed by MCD**

A policy (**Annexure-A**) for the permission of setting up Communication Cellular mobile Towers on wheels (COWs)/MBTS in erstwhile SDMC area was approved by Corporation vide resolution No. 259 dated 04.01.2020. This policy enabled SDMC to permit and regularise the Communication Cellular Mobile Towers on Wheel/MBTS and also laid foundation to generate revenue for the corporation. Apart from the above, an another policy (**Annexure-B**) for permission for installation of Mobile Towers (GBM, GBT, RTT, RTP & Any other Telecom Infrastructure not specifically mentioned) on land/properties owned and managed by SDMC, on same terms and conditions with slight changes as mentioned below for COW/MBTS was implemented in erstwhile SDMC with the approval of Corporation vide its Resolution No.244 dated 20.01.2021 :

	<b>COW/MBTS</b>	<b>GBM, GBT, RTT, RTP, RTP &amp; Any other Telecom Infrastructure not specifically mentioned</b>
Period of allotment of space	Three years	Five years
Monthly Rental Charges	Rs.339/- per sq.ft. per month	Rs.339/- per sq.ft. per month or Rs.50,000/- whichever is higher
Grant of Permission	Within 7 working days of completion of all formalities including deposition of monthly rental charges and security deposit	Within 3 working days of completion of all formalities including deposition of monthly rental charges and security deposit

2. Erstwhile NDMC also adopted two policies i.e. (i) Policy for permission of setting up Communication Cellular Mobile Towers on Wheels COWs-(Annexure-C), and (ii) Policy (Annexure-D) for permission for mobile towers on lands/Buildings/properties as well as roof top of properties of North DMC with the approval of Corporation vide its Resolution No.218 dt. 26.11.2020 & Resolution No.120 dt. 21.10.2021 respectively on same terms & conditions as of SDMC. The policies adopted by North DMC are replication of the policies of SDMC. However, there were no policy in this regard in erstwhile EDMC.

3. The salient features of policies adopted by erstwhile SDMC and North DMC for (i) setting up Communication Cellular Mobile Towers on Wheels COWs (ii) setting up mobile towers on lands/Buildings/properties as well as roof top under their jurisdiction are as under :

- i. The Mobile Towers shall be set up in public places like parking lots, parks, markets, other vacant spaces and along road sides (wherever possible) and on public buildings, Toilets, CTCs, Community Halls etc. 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.).
- ii. The monthly rental charges for the land allotted for Mobile Tower 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) or Rs. 50,000/- whichever is higher. 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 MCD.
- iii. The MCD will provide bare space for placement and operational requirement for the Mobile Towers for a maximum period of three years in respect of temporary infrastructure (COW/MBTS) and Five Years in respect of Permanent Infrastructure (GBT, GBM, RTT, RTP and any infrastructure other than these) and minimum period of three months.
- iv. The maximum height of any structural element installed i.e. Mobile Towers will be upto 30 mtr. above the ground level at any location.
- v. 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.
- vi. The telecom service provider/infrastructure provider at its own cost shall take the necessary statutory permissions/certificates if required for the same from any other agency or department as per law.
- vii. No Commercial advertisement shall be allowed at the site and the selection of site for installation of Mobile Towers and its operation shall be such that it should not disturb the free moments of the traffic/public.
- viii. If any Mobile Tower is found installed without permission after issue of this Policy then it shall be regularized after payment of penalty @ 50% over and above the monthly rental charges.



**AMIT CHAWLA**

4. The policies already in force in erstwhile SDMC and North DMC to be enforced in the whole area of MCD has been concurred by Finance Department on 20.06.2022 with following suggestion. The suggestion of Finance Department and reply thereto by the Department are as under:-

Sl. No.	Suggestions of Finance	Reply
i)	<p>As per existing policy the period for temporary infrastructure (COW/MBTS) is 5 years and the Monthly rental charges are enhanced after every 3 years 8% per annum, compounding on yearly basis, which results enhanced MLC for 4th &amp; 5th year whereas under Section-I Terms &amp; Condition, point No.4 of proposed policy, the tenure is proposed to be 3 years and if telecom service provider/infrastructure provider needs to operate the allotment and after completion of three year, then the request/application/permission will be treated as "AFRESH".</p> <p>In the proposed scenario, the effect of enhancement @ 8% after every three years would be 'NIL'. If, department proposed the tenure of temporary infrastructure (COW/MBTS) to be 3 years, then, finance would suggest that, the enhancement of 8% per annum compounding, may be calculated on yearly basis.</p>	<p>Treatment of application afresh after 3 years in clause 4 is for due diligence to see whether he still possesses relevant documents like SACFA etc. whereas extension beyond 3 years will be as per clause 3 of section I.</p>
ii)	<p>In point No.21, department is proposing that telecom service provider/Infrastructure provider shall not have any advertisement right at the site, without written permission from Commissioner/MCD.</p> <p>Department may clarify, what would be permission criteria and whether the revenue would be shared on percentage basis between MCD and provider. Whether advertisement on this media covers under OAP-2017. What effect would happen if this infrastructure falls under any advertisement cluster, which may hurt the commercial interest of advertisement contractor, then unnecessary litigations may arise. Comments of Advertisement may be obtained, this may also effect the revenue of Advertisement Department.</p>	<p>No commercial advertisement will be allowed.</p>

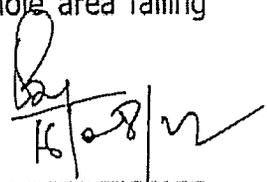
  
 AMIT BHARDWAJ  
 ADC/RPC

<p>iii)</p>	<p>In point no. 27, department is proposing that the mobile towers existing before enforcement of this policy, the telecom service providers/ infrastructure providers have to regularize it within 30 days of notification of this policy by paying arrears from the date of their existence with penalty @ 25% over and above the monthly rental charges. This does not seem appropriate. Following may be clarified:-</p> <p>a) What would be status of already existing permission granted under existing policies of erstwhile SDMC, NDMC &amp; EDMC.</p> <p>b) Whether asking them to get their permission regularized which has already been granted by the department, would not create nay litigation.</p> <p>c) Opinion of Law may be obtained in this regard.</p>	<p>Department modifies as follows:- If any COW is found installed without permission after 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.</p> <p>(a). Mobile tower for which permissions have been granted under policies of erstwhile SDMC, &amp; NDMC will continue to run as per respective policies up to period of completion of tenure.</p> <p>(b). Not applicable in view of clarification 'a'.</p> <p>(c). After incorporating these suggestions opinion of Law is being taken.</p>
<p>iv)</p>	<p>Under section "Timelines", imposition of penalty time in case of any violation may also be included, for timely considering the complaint/violation.</p>	<p>Department proposes as follow:-</p> <p>If Telecom Service Provider/ Infrastructure Provider fails to deposit Advance Monthly Rental Charges and Security Deposit within 15 days of issuance of offer letter, Rs. 2000/- per day or maximum Rs. 50000/- will be charged for extra days.</p>

With reply to the aforesaid observations and after incorporating the suggestions of Finance Department, the draft policy was sent to Law Department for vetting on 05.07.2022. Law department vide its note dated 11.07.2022 observed that "Proposal to be placed before the Special Officer appears more or less a replica of policy already adopted and being placed for its uniform implementation. Therefore, it appears legally in order. The factual accuracy be verified by the department".

5. From the date of implementation of policy, total 129 permission (104-CoW + 22- GBM + 3-RTP) in erstwhile South DMC and 37 permissions (28-CoW + 6-GBM + 3-RTP) in erstwhile North DMC have been given for setting up Mobile Towers. Out of Total 166 permission, 135 Towers have been set up and remaining are on verge of completion. Erstwhile SDMC earned revenue to the tune of Rs. 9.71 Crore and erstwhile North DMC earned Rs. 1.08 Crore in the last financial year i.e. 2021-2022.

6. In view of above, the Special Officer, MCD exercising the powers of Corporation/ Standing Committee under Section 514A of the DMC Act, 1957 (as amended in 2022) be requested to approve the policy "Annexure-A" & "Annexure-B" already adopted in erstwhile South DMC and North DMC, in the whole area falling under jurisdiction of MCD along with changes proposed at para '4'.

  
COMMISSIONER

MUNICIPAL CORPORATION OF DELHI

  
AMIT BHARDWAJ  
ADC/RPC  
A.A. TAZIR  
Its  
Addl. Commissioner  
Municipal Corporation of Delhi  
Dr. BPU City Centre  
JLN Marg, New Delhi-110002

के प्रस्ताव संख्या 259 की प्रतिनिधि।  
मुद्र संख्या

**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 16<sup>th</sup> 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 underground 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.

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.

- 63
- (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>

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/-)

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As required 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. × 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.

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.

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.

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 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 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.

- (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 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).

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- (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 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 :	Within 7 days of scrutiny of documents and if the documents submitted are found in order.
	(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	
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.

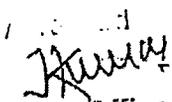
**(ii) Resolution No. 117 of the Standing Committee dated 18-12-2019.**

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.

solution 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.

  
Section Officer  
Secretary Office  
South Delhi Municipal Corporation

**SOUTH DELHI MUNICIPAL CORPORATION  
REMUNERATIVE PROJECT CELL**

No. F.33/RPCell/SDMC/553/C&C

Dated 21.10.2020

From:

The Commissioner,  
South Delhi Municipal Corporation,  
Dr. S.P.M. Civic Centre,  
J.L. Nehru Marg,  
New Delhi – 110 002

To

The Municipal Secretary,  
South Delhi Municipal Corporation,  
Dr. S.P.M. Civic Centre,  
J.L. Nehru Marg,  
New Delhi – 110 002

**Subject :- Policy for Permission for installation of Mobile Towers on land/properties owned and managed by South Delhi Municipal Corporation in jurisdiction of SDMC**

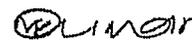
A Policy for permission of setting up Communication Cellular Mobile Towers on Wheels (COWs)/MBTS in South Delhi Municipal Corporation areas has already been approved by the Corporation vide its Resolution No. 259 dated 04.01.2020. This Policy has enabled the Corporation to permit and regularize the Communication Cellular Mobile Towers on Wheels/MBTS and also laid a foundation to generate revenue for the Corporation. Since adoption of Policy Corporation has earned revenue to the tune of Rs.5.00 crores approx. despite lockdown.

Similarly, to check and facilitate Mobile Towers installed on public land a uniform policy is required to be introduced for existing and new Mobile Towers on Public Land within the jurisdiction of SDMC. Accordingly on the basis of already approved terms & conditions for COW/MBTS, the policy and terms & conditions for Mobile Towers on public land/buildings within the jurisdiction of SDMC are framed hereunder:

**POLICY**

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 15<sup>th</sup> November, 2016, which was published in Gazette of India on 16<sup>th</sup> November, 2016.

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 Government and conditions governing the license under section 430 of the DMC Act, 1957.



Assistant Commissioner  
Remunerative Project Cell, MC

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).

### 1. Terms & 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 Towers 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 SDMC.
4. SDMC 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 SDMC staff as well as the representative from telecom service provider/infrastructure provider(IP-I) and the decision of the SDMC 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 SDMC
- i) Any other place, as deemed fit by SDMC

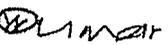
For joint survey and finalization of the location of the site, teams can be formed comprising of officials from Building Department, Maintenance Division, R.P. Cell, Land & Estate Deptt. (for 'a','b','c','d' 'e', 'f', & 'g' above), Horticulture Department (for 'c' above) and representative from the respective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

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 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 SDMC will reserve the right to ensure that there is no violation of the same.



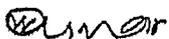
Assistant Commissioner  
Incentive Project Cell, MCD

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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 SDMC 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 re-location of the already allotted site in case of any need as may be deemed appropriate by the department.
  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, penal, 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, gazettes 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 SDMC 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 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 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 SDMC. 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 SDMC 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 SDMC for any losses on this account.
  17. The telecom service provider/infrastructure provider (IP-I) will ensure that fire detection, lightening and special measures are installed at the applicable site and are kept in good condition.



Assistant Commissioner  
Ramnagar Project Cell MCD

18. The telecom service provider/infrastructure provider(IP-I) 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.
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 SDMC 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 SDMC 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/SDMC. 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 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 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 also regulations of the Delhi Fire department. The telecom service provider/infrastructure provider(IP-I) 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 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 DPCC, 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 existing before issue of this Policy, 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.



Assistant Commissioner  
Ramunative Project Cell, MCC

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 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 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 SDMC 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.
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.

## II. FEE STRUCTURE:-

- A) Administrative charges = Rs. 10,000/- (Rs. Ten Thousand) per Mobile Towers (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.

  
 Assistant Commissioner  
 Ramunerative Project Cell, MCD

- E) After issuance of permission letter by the SDMC, 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 SDMC, the advance monthly rental charges per month for each site and other dues, if any, on or before 7<sup>th</sup> 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.

#### 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 statability 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 Sl.No. 13,16,25 & 26 above.

*Signature*

Assistant Commissioner  
amunerative Project Cell

- ix. The telecom service provider/infrastructure provider(IP-I) will submit an Indemnity Bond indemnifying the SDMC 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 overground telegraph infrastructure of Mobile Towers;
- xi. Declaration/Undertaking on Company's letter head 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 there from. 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 15<sup>th</sup> November,2016, which was published in Gazette of India on 16<sup>th</sup> 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;

#### IV. TIMELINES

S.No.	Action	Time frame
1.	Scrutiny of documents submitted by the telecom service provider/infrastructure provider (IP-I)	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 service provider/ infrastructure provider(IP-I)	Within 07 days of scrutiny of documents and if the documents submitted are found 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
5.	Grant of permission	Within 03 working days of completion of all formalities including deposition of advance monthly rental charges security deposit

The above proposal was sent to Law Department and the Law Department in its note dated 05.10.2020 has opined that "...The proposal of the Deptt. appears legally in order. The Deptt. shall ensure that this has been attempted in line with the provisions of ROW Rules 2016."

  
Assistant Commissioner  
Ramuneration Project Cell, I.A.C.D

The proposal was also sent to Finance Department for concurrence and the Finance Department vide its note dated 24.09.2020 while agreeing in-principal to the department's proposal being revenue augmented, finance made certain observations. On the basis of record available the pointwise reply to the observations is as under:

S.No.	Observation	Reply
1.	Penalty clause in regard to Advertisement rights/ any other violation of scheme be incorporated	As stated in the proposal "The telecom service provider/ infrastructure provider (IP-I) shall not have any advertisement right at the site without written permission of the Commissioner/ SDMC, however, the applicant may be permitted to install mandatory non-commercial signage only. Yet, 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 SDMC reserves the right to revoke the permission w.r.t.such site(s) without any notice/ communication.
2.	Reason for considering the tenure of permission for 5 years instead of 3 years in clause no.4 of Terms & conditions may be elaborated.	Since mobile tower is a permanent structure, the tenure of permission has been taken as 5 years as in the case of permission for mobile towers being according by the Building Department.
3.	It may be placed on record whether there is any revision of charges after completion of tenure of permission. If yes, then the clause to this effect may be incorporated in the scheme	<p>It is already mentioned in Clause 3 of Terms &amp; conditions that:....<i>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 SDMC.</i></p> <p>It is also mentioned in Clause 4 of terms &amp; conditions that"....<i>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 provider/ infrastructure provider (IP-I)</i></p>

*D. Umar*

Assistant Commissioner  
Remunerative Project Cell MCI

		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 <b>AFRESH.</b> "
4.	Deptt. is advises that terminology of monthly rent scheme may be rechecked and a suitable terminology may be used.	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 25.09.2020, 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.



Additional Commissioner(RPC)  
for Commissioner/SDMC

  
Assistant Commissioner  
Remunerative Project Cell, MCD



**SOUTH DELHI MUNICIPAL CORPORATION,  
OFFICE OF THE ASSTT. COMMISSIONER,  
REMUNRATIVE PROJECT CELL,  
Dr. Shyama Prasad Mukherjee Civic Centre (25<sup>TH</sup> Floor),  
Jawaharlal Nehru Marg, New Delhi-110002**

No.:- AC/RPC/SDMC/2021/D- 198

Dated:- 16/08/21

**Permission Letter**

M/s Indus Towers Ltd.,  
Building No. 10, Tower-B,  
4th Floor, DLF Cyber City,  
Gurugram- 122002

Name of site: SDMC Park, Opposite D-B Block, 6-A, Hari Nagar, Ward No. 11/S  
( Longitude: 77.107308, Latitude: 28.621148)

With reference to your application received vide diary No. 67 dated 15.04.2021 and subsequent L.OI (Letter of Intent) No. AC/RPC/SDMC/2021/D-147 dated 22.07.2021 issued by this office and after receipt of payment of three months of advance Monthly Rental Charges/Monthly Fee and Security Deposit equivalent to 2 months of Monthly Rental Charges/Monthly Fee in respect of setting up of Communication Cellular Mobile Tower (GBM) Ground Base Monopole at SDMC Park, Opposite D-B Block, 6-A, Hari Nagar, Ward No.11/S ( Longitude: 77.107308, Latitude: 28.621148), the Competent Authority is pleased to allow you to operate the said site from the date of issue of this permission letter alongwith incubation period as mentioned in Para 30 below for a period of Five years on monthly rental charges. The monthly rent will be charged from the date of completion of incubation period. @ Rs. 50,000/- for an area of 10 Sq. Mtr./107.639 sq.ft., on the following terms & conditions:

- 1) The monthly rental charges/monthly fee for the site allotted for COW/MBTS/GBM shall be @ Rs.339/- (Rs. Three Hundred Thirty Nine only) per sq.ft./per month + applicable taxes (including co-sharing with other telecom company/telecom service provider/infrastructure provider-I(IP-I)). The monthly rental charges/monthly fee 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.
- 2) SDMC will provide bare space for placement and operational requirement for the COW/MBTS/GBM. The telecom company / service provider /infrastructure provider-I(IP-I) will follow all relevant guidelines of Department of Telecom, TRAI, etc.in this regard. If the telecom company / service provider / infrastructure provider-I (IP-I) need to operate the allotted land after completion of maximum period of three years then the telecom company / service provider /infrastructure provider-I(IP-I) can apply three months prior to expiry of three years period of the allotment and the request/application of the telecom company / service provider /infrastructure provider-I(IP-I) will be treated as AFRESH.
- 3) Since the Policy already provides for installation of COW/MBTS/GBM 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 /infrastructure provider-I(IP-I) can surrender the permission by giving three months advance notice in writing along with payment of the Monthly Rental Charges/Monthly Fee for the notice period. On expiry of

- the said notice period, the permission shall stand terminated/revoked and security deposit will be refunded accordingly.
- 4) The maximum height of any structural element installed with COW/MBTS/GBM will be upto 30 mtr. above the ground level at any location.
  - 5) The COW/MBTS/GBM 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.
  - 6) The telecom company / service provider /infrastructure provider-I(IP-I) shall take the site on "As is where is basis".
  - 7) All the sites will be tentative and are subject to change of site by SDMC for which the telecom company / service provider /infrastructure provider-I(IP-I) will not seek any adjustment in the monthly rental charges/monthly fee or any claim, compensation, damages or any other consideration whatsoever. It will be the absolute discretion of the SDMC to direct re-location of the already allotted site in case of any need as may be deemed appropriate by the SDMC.
  - 8) The infrastructure facilities such as electric connection shall be arranged by the telecom company / service provider / infrastructure provider-I (IP-I) and the cost of electric connection including cabling, penal, electric meter, electric charges and other ancillary charges, shall be borne by telecom company / service provider /infrastructure provider-I(IP-I). The telecom company / service provider /infrastructure provider-I(IP-I) will ensure that all the electric wiring, gazettes are used and maintained properly and are in good conditions.
  - 9) No excess space will be covered by the telecom company / service provider / infrastructure provider-I(IP-I) on any pretext. (It will be the absolute discretion of SDMC to determine and allow the space upto 50 sq.mtrs.).
  - 10) The telecom company / service provider /infrastructure provider-I(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:-
    - a) The telecom company / service provider /infrastructure provider-I(IP-I) will indemnify the SDMC to keep harmless from all losses / damage/ fire.
    - b) 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 SDMC 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 SDMC.
  11. The telecom company / service provider /infrastructure provider-I(IP-I) shall install/operate the COW/MBTS within the designated site and shall maintain the same in neat and sanitary conditions and comply with all applicable laws of the country.
  12. The telecom company / service provider /infrastructure provider-I(IP-I) 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 /infrastructure provider-I(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.
  13. Any physical (or otherwise) damage or injury to the commuters/passersby due to lapse on the part of the telecom company / service provider /infrastructure provider-I(IP-I) will be the sole responsibility of the telecom company / service provider /infrastructure provider-

- I(IP-I) only and the SDMC will have no legal obligations or liabilities towards the injured. Telecom company / service provider /infrastructure provider-I(IP-I) will indemnify and can be indemnified by the SDMC for any losses on this account.
14. The telecom company / service provider /infrastructure provider-I(IP-I) will ensure that fire detection, lightening and special measures are installed at the applicable site and are kept in good condition.
  15. The telecom company / service provider /infrastructure provider-I(IP-I) 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.
  16. **Encroachment:** The telecom company / service provider /infrastructure provider-I(IP-I) will strictly not encroach upon any area and shall restrict to allotted site only. In case, the telecom company / service provider /infrastructure provider-I(IP-I) encroaches upon the public land, the SDMC reserves the right to revoke the permission and forfeit the interest free performance security.
  17. **Security arrangement:** The telecom company / service provider /infrastructure provider-I(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 SDMC in any case will not take any responsibility of theft/ loss.
  18. **No Signage:** The telecom company / 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. In case, the telecom company / service provider /infrastructure provider-I(IP-I) installs any type of signage(s) other than mandatory 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 telecom company / service provider /infrastructure provider-I(IP-I) 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.
  19. **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 /infrastructure provider-I(IP-I) at its sole risk and expense, at all times, during the term thereof promptly comply with all such requirements. The telecom company / service provider /infrastructure provider-I(IP-I) 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/telecom service provider/infrastructure provider-I(IP-I) 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 /infrastructure provider-I(IP-I).
  20. The installation of COW/MBTS/GBM 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.

21. The COW/MBTS/GBM may include the base of the tower on Wheels subject to fulfilment of the safety measures and structural stability.
22. The telecom company / service provider /infrastructure provider-I(IP-I) shall ensure the safety guidelines issued by DoT in letter & spirit.
23. 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 /infrastructure provider-I(IP-I) to remove its material from the sites and peacefully handover the vacant sites.

The telecom company / service provider /infrastructure provider-I(IP-I) 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 material. Unauthorized occupancy charges (equivalent to twice the monthly rental charges/monthly fee) will be levied after expiry of such 15 days Grace Period.

24. Transfer: The telecom company / service provider /infrastructure provider-I(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 SDMC.
25. 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.
26. Duration of permission period: - The permission would remain applicable subject to fulfilment of the terms and conditions, and such permission should expire with efflux of time. The monthly rental will be charged from the date of issue of permission letter.
27. Compliance with applicable Laws: The telecom company / service provider /infrastructure provider-I(IP-I) 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 /infrastructure provider-I(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.
28. Employees conduct: The telecom company / service provider /infrastructure provider-I(IP-I) shall ensure that all persons employed by it 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.
29. For dispute of any kind, the jurisdiction of courts will be Delhi only.

30. **Incubation Period:-**30 days incubation period, excluding the day of issuance of permission letter, is allowed to you for carrying out works relating to installation of COW/MBTS/GBM. However, the monthly rental/monthly fee will be charges from 31<sup>st</sup> day excluding the day of issuance of permission letter or from the date of actual installation/operation of COW/MBTS/GBM whichever is earlier. In the case of regularization of existing COW/MBTS/GBM no incubation period will be allowed.

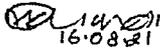
31. **Payment Terms:**

**FEE STRUCTURE:-**

The advance amount equivalent to three months rental charges/monthly fee paid by the telecom company / service provider /infrastructure provider-I(IP-I) shall be adjusted towards the monthly rental charges/monthly fee for first three months. Thereafter, the telecom company / service provider /infrastructure provider-I(IP-I) shall submit to the SDMC, the advance monthly rental charges/monthly fee per month for each site and other dues, if any, on or before 7<sup>th</sup> day of the month.

Non-payment of monthly rental charges/monthly fee 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 /infrastructure provider-I(IP-I) shall pay an interest @ 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/monthly fee and other dues are finally squared up. Such interest shall be charged for the full month if the payment of monthly rental charges/monthly fee and other dues are not made by the due date with arrears, if any. In case, payment remains outstanding for a maximum period of 45 days, the permission shall stand terminated.

This allotment will be governed by the policy of South Delhi Municipal Corporation on COW/GBM (Communication Cellular Mobile Towers on Wheels/Ground Base Monopole) and DOT (Department of Telecommunication) Notification dated 15<sup>th</sup> November, 2016, which was published in Gazette of India on 16<sup>th</sup> November, 2016.

  
16.08.21

Assistant Commissioner  
(R.P Cell)/SDMC

Handed Over

Taken Over

Name & Signature of authorized person

IN THE HON'BLE HIGH COURT OF DELHI, AT NEW DELHI  
WP(C) No. ....of 2021

In the matter of:

DB Block RWA Hari Nagar (Regd.) ...<sup>37A</sup> Petitioners  
Versus  
South Delhi Municipal Corporation & Ors. ...Respondents

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Delhi  
11.10.2021

Petitioners

Through

**KAUSHIK ASSOCIATES**

(Advocates for the Petitioners)

Ch. 285, Patiala House Courts, Tilak Lane, New Delhi 110001

9582454184, 9540105959

[kaushikh1993@gmail.com](mailto:kaushikh1993@gmail.com)

IN THE HON'BLE HIGH COURT OF DELHI, AT NEW DELHI  
WP(C) No. ....of 2021

In the matter of:

DB Block RWA Hari Nagar (Regd.) ...Petitioners  
Versus  
South Delhi Municipal Corporation & Ors. ...Respondents

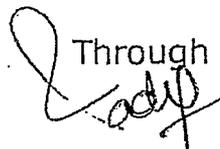
Urgent Application

To,  
The Registrar,  
Hon'ble High Court of Delhi,  
At New Delhi

It is submitted that the accompanying Writ Petition requires Urgent Hearing Before the Hon'ble Court, on the Grounds as mentioned in the Petition and as Mentioned herein below. That the Writ Petition is directed against the vindictive and arbitrary act of the SDMC, wherein the SDMC vide a letter dated 16.08.2021 has permitted the Private Respondent i.e. Indus Towers Ltd. to install a Mobile Tower in a small Public Park, which is the only park in the locality where elderly senior citizens and children of the locality utilize their time by trying to connect themselves with the mother nature. Whereas, a mobile tower is already installed in the locality merely a 100 mtr away and other mobile towers are also installed there within the radius of 500 mtrs. However, despite various requests and reminders the Respondents are imprudent. Now, the Respondents by there power of money have received police force and are about to start installation work by 12-13.10.2021. Hence, It is requested to list the matter before the Hon'ble Court on 12.10.2021.

Delhi  
11.10.2021

Petitioners

Through  


**KAUSHIK ASSOCIATES**

(Advocates for the Petitioners)

Ch. 28.5, Patiala House Courts, Tilak Lane, New Delhi 110001

9582454184, 9540105959

[kaushikh1993@gmail.com](mailto:kaushikh1993@gmail.com)



IN THE HON'BLE HIGH COURT OF DELHI, AT NEW DELHI  
WP(C) No. ....of 2021

In the matter of:

DB Block RWA Hari Nagar (Regd.) ...Petitioners  
Versus  
South Delhi Municipal Corporation & Ors. ...Respondents

[The accompanying petition is directed against the impugned letter dated 16.08.2021 wherein the Respondent No. 1 SDMC has permitted the Respondent No. 3 private respondent to install mobile tower in the Public Park of the Locality.]

Memo of Parties

**DB Block RWA Hari Nagar (Regd.)**

Through its President  
Sh. K.L. Bhutani  
Office at:  
DB Block, DDA Flats,  
Hari Nagar,  
**New Delhi 110064**

...Petitioners

Versus

ss

**1. South Delhi Municipal Corporation**

Through Asst. Commissioner  
Remunerative Project Cell  
Office at:  
Dr. Shyama Prasad Mukherjee  
Civic Centre, 25<sup>th</sup> Floor,  
Jawaharlal Nehru Marg,  
**New Delhi 110002**

**2. Station House Officer**

Police Station: Hari Nagar,  
**New Delhi 110058**

**3. M/s Indus Towers Ltd.**

Through it's  
Managing Director & CEO

Having its office at:  
Building No. 10, Tower B,  
4<sup>th</sup> Floor, DLF Cyber City,  
**Gurugram 122002**

...Respondents

Delhi  
11.10.2021

Petitioners

Through  


**KAUSHIK ASSOCIATES**

(Advocates for the Petitioners)

Ch. 285, Patiala House Courts, Tilak Lane, New Delhi 110001

9582454184, 9540105959

[kaushikh1993@gmail.com](mailto:kaushikh1993@gmail.com)



Petitioners into concern. Further, it is submitted that the Nearest mobile tower from the Proposed location of new Mobile tower is Less than a 100 mtr.

02.09.2021: That despite various complaints, requests, objections raised, representations etc. by the petitioners to the concern authorities, including MP, assistant commissioner R.P. cell, commissioner SDMC, SDM Rajouri MLA, Mayor, Counsellor no effective action has been taken till date. Moreover, the police protection has been provided to Respondent No.3 through Respondent no. 2 to conduct such illegal, vindictive and objectionable act. Since the act was being conducted under the supervision of Police so, nobody could raise alarm against such illegal act of the Respondent 3 in connivance with Respondent no. 1 & 2.

Hence, the present petition, before this Hon'ble Court...

IN THE HON'BLE HIGH COURT OF DELHI, AT NEW  
DELHI

WP(C) No. ....of 2021

In the matter of:

DB Block RWA Hari Nagar (Regd.) ...Petitioners

Versus

South Delhi Municipal Corporation & Ors. ...Respondents

**WRIT PETITION UNDER ARTICLE 226/ 227 OF**  
**THE CONSTITUTION OF INDIA SEEKING**  
**QUASHING OF PERMISSION LETTER DATED**  
**16.08.2021 ISSUED BY THE SDMC IN FAVOUR OF**  
**THE RESPONDENT NO. 3 AND OTHER**  
**CONSEQUENTIAL ORDERS AND LETTERS Etc.**

To,  
The Hon'ble Chief Justice of  
The High Court of Delhi, and the other Companion  
Judges

Most Respectfully Showeth:

1. That the Writ Petition is directed against the vindictive and arbitrary act of the SDMC, wherein the SDMC vide a letter dated 16.08.2021 has permitted the Private Respondent i.e. Indus

Towers Ltd. to install a Mobile Tower in a small Public Park. The dimensions of the park in question are relatively small approx. 600 sq. mt. in the locality where elderly senior citizens and children utilize their time by connecting themselves with the mother nature. Whereas, a mobile tower is already installed in the locality merely 100 mtr away and other mobile towers are also installed there within the radius of 500 mtrs. However, despite various requests and reminders the Respondents are imprudent. Now, the Respondents have received police force at their disposal by their power of money and are about to start installation work by 12-13.10.2021.

2. That the adverse effect of mobile tower in residential area is very serious as mobile towers make the air quality polluted as well as toxic. The electromagnetic radiation is too harmful to the people living within 300 meter radius of the tower.

3. That the petitioners are the Registered Resident Welfare Associations, actively involved in the activities for welfare of the Public at Large and the Residents of the D-B Block of the Hari Nagar locality of Delhi, and are duly active through the respective office bearers of the Association.
  
4. That the Respondent No. 1 South Delhi Municipal Corporation (SDMC) is one of the municipal corporations in Delhi, created after the former Municipal Corporation of Delhi was divided into three. Also, it is one of five local bodies in the National Capital Territory of Delhi, it occupies an area of 656.91 Sq. K.M. which is further subdivided into 4 Zones- Central, South, West and Najafgarh Zone and has 104 wards. SDMC also has unique distinction of providing civic services from highly posh residential and commercial areas to rural and urban villages, JJ Resettlement

- (v) the route planned for the proposed underground telegraph infrastructure and the possible interference, either in the establishment or maintenance of such telegraph infrastructure, with any other public infrastructure that may have been laid along the proposed route;
- (vi) The Commissioner may issue any general or specific order for establishment or maintenance of underground telegraph infrastructure consistent with the policy.

#### 4.2 FOR ESTABLISHMENT AND MAINTENANCE OF OVER GROUND (MOBILE TOWERS, etc.) TELEGRAPH INFRASTRUCTURE

For permission of establishing Movable Mobile Tower or Cell on Wheel (COW) on ground, the licensee shall make an online application on the Common Application Form supported by such documents, to the officer appointed by the Commissioner, in the format as per **Annexure-C** (Section 1 & 2. Section 1 "*for establishing movable mobile towers/COW on lands owned or managed by SDMC*" and Section 2 "*for establishing movable mobile towers/COW on lands not owned or managed by SDMC*") or in any other manner as may be specified by the Corporation.

For permission of establishing over ground telegraph infrastructure which includes RTT/GBT/RTP/GBM/RBT upon any immovable property/open land, the licensee shall make an on line application on the Common Application Form supported by such documents, to the Officer appointed by the Commissioner, in the format as per **Annexure-D** (Section 1 & 2. Section 1 "*for establishing over ground telegraph infrastructure which includes RTT/GBT/RTP/GBM/RBT upon any immovable property/open land not owned or managed by SDMC in the jurisdiction of SDMC*" and Section 2 "*for establishing over ground telegraph infrastructure which includes RTT/GBT/RTP/GBM/RBT upon any land/building owned or managed by SDMC in the jurisdiction of SDMC*") or in any other manner as may be specified by the Corporation. The application shall be along with following documents:

- (i) a copy of the license or Registration Certificate granted by the Department of Telecommunications (DOT), Government of India.
- (ii) the nature and location, including exact latitude and longitude, of post or other above round contrivances proposed to be established;
- (iii) the extent of land required for establishment of the over

6. The Respondent no. 3 is a Limited Company formerly Known as Bharti Infratel Ltd acting through its Managing Director and CEO. Respondent no. 3 is an independently managed company offering passive infrastructure services to telecom operators and other wireless services providers such as broadband service providers.

7. The Brief Facts of the Case:

A. That vide an application dated 12.07.2021 the Respondent no. 3, made a request to the respondent no. 1 and sought permission to install a mobile tower in SDMC Park, Opposite D-B Block, 6-A, Hari Nagar, Ward No. 11/S Locality, wherein neither the dimensions of the park were mentioned nor the distance from the nearest Mobile Tower was mentioned.

B. That subsequently the Letter of Intent (LOI) No. AC/RPC/SDMC/2021/D-149 dated 22.07.2021 was issued by the Respondent no. 1 in favor of the Respondent no. 3.

C. That vide a letter even numbered dated 16.08.2021, the Respondent no. 1 issued a Permission Letter in favor of the Respondent no. 1, arbitrarily and vindictively without applying any judicious mind and without taking any advice or taking objections raised by the Petitioners into concern. Further, it is submitted that the nearest mobile tower from the Proposed location of new mobile tower is less than a 100 mtr. A Copy of Permission Letter Dated 16.08.2021 is annexed herewith as **Annexure P1.**

D.02.09.2021: That despite various complaints, requests, objections raised, representations etc. by the petitioners to the concern authorities, no effective actions has been taken till date. Moreover, the police protection through Respondent no. 2 has been provided to the

Respondent no. 3 to conduct such illegal, vindictive and objectionable act under supervision of Police and so, nobody could raise alarm against such illegal act of the Respondent 3 in connivance with Respondent no. 1 & 2. A Copy of Representations, Requests, Objections raised is annexed herewith as **Annexure P2**.

E. Hence, the present petition, before this Hon'ble Court...

8. That in order to support the contentions of the Petition, the petitioner plead following grounds for relief:

a. Because the impugned Permission Letter is illegal and issued without applying any judicious mind.

b. Because there is a mobile tower already installed in the locality merely a 100 Mtr away from the proposed location.

- c. Because the proposed location is a small public park and the only public park in the locality, where the citizens of the locality try to connect with the mother nature, which is otherwise surrounded by a concrete jungle.
- d. Because installation of mobile tower in a small public park will not only cause reduction of space in park but also cause adverse effect to the serene environment of the park.
- e. Because installation of mobile tower in the park will affect the flora and fauna of the park adversely.
- f. Because, the mobile tower will run on high voltage electricity which will increase the risk of electrocution among the children as well the senior citizens who like to spend their leisure time in the park.
- g. Because installation of Mobile Tower in the Park shall infringe that Right to Life and enjoy

environment of the Citizens, living in the locality.

h. Because it is a duty of each and every citizen to protect and improve the natural environment including forests, lakes, rivers and wild life, and to have compassion for living creatures.

i. Because the installation of towers in a haphazard manner may endanger lives and property of the people and would violate their rights under Article 21 of the Constitution.

9. That the petitioners have not filed any other Petition or appeal before any other Court either High Court or Supreme Court of India seeking similar Relief.

10. That the petitioners seeks permission to read the grounds from the Representation as Grounds for the present Petition.

Prayer:

Therefore, in the light of above mentioned facts and circumstances, this Hon'ble Court may please allow the following prayers:

- a. Allow the present Writ Petition and/or;
- b. Pass an order quashing the impugned permission letters dated 16.08.2021 passed by the Respondent No.1 permitting the respondent No. 3 to install mobile towers in the Public Parks and/or;
- c. Pass an order directing the Respondents to change location of the Proposed Mobile towers from the public parks and/or;
- d. Pass an order staying the proceedings and process of installing mobile towers in the

proposed location till the pendency of the present writ petition and/or;

- e. Pass any such orders as this Hon'ble Court as this Hon'ble Court may deems fit in the interest of justice.

Delhi  
11.10.2021

Petitioners

Through  


**KAUSHIK ASSOCIATES**

(Advocates for the Petitioners)

Ch. 285, Patiala House Courts, Tilak Lane, New Delhi 110001

9582454184, 9540105959

[kaushikh1993@gmail.com](mailto:kaushikh1993@gmail.com)

IN THE HON'BLE HIGH COURT OF DELHI, AT NEW DELHI  
WP(C) No. ....of 2021

In the matter of: 12547  
DB block RWA HARI NAGAR (REGD.)  
...Petitioners

Versus  
South Delhi Municipal Corporation & Ors. ...Respondents  
AFFIDAVIT

I, K.L BHUTANI S/o SHRI AMAR NATHR R/o DB-77F  
DDA FLAT HARI NAGAR 110064 aged about 76 years,  
do hereby solemnly affirm and declares as under:

1. That I am the Authorized Signatory of the Petitioner in the above noted case. And is well conversant with the facts & circumstances of the case, hence competent to swear the present affidavit.
2. That the contents of the accompanying Petition have been drafted by the counsel as per my instruction, same have not been reproduced herein for the sake of brevity, which may read as part & parcel of this affidavit.
3. That the contents of the list of dates are drafted by my counsel, which are true to the best of my knowledge derived from the records maintained by me.
4. That the contents of para 1 to 10 of the appeal are drafted by my counsel and based on legal



advice received from the counsel, which I believe to be true in my vernacular language.

5. I, further state that the Annexures to the present petition are true copies of their respective originals.

6. That I the above mentioned deponent has not preferred any similar or other petition in the abovementioned matter.

*K. S. Chaturvedi*  
Deponent

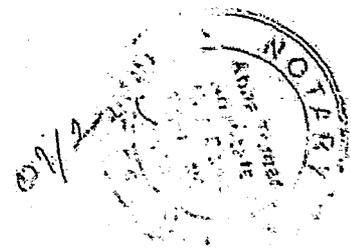
27 OCT 2021

Verification

I, the above named deponent do hereby solemnly affirm and verify that the contents of paras (1) to (6) of the above affidavit are true and correct to the best of my knowledge and belief, that no part of it is false and that nothing material has been concealed therefrom.

*K. S. Chaturvedi*  
Deponent

*Handwritten notes and stamps on the left side of the page.*



It is correct  
Notary, DELHI

27 OCT 2021

IN THE HON'BLE HIGH COURT OF DELHI, AT NEW  
DELHI

CM No. .... of 2021

in

WP(C) No. ....of 2021

In the matter of:

DB Block RWA Hari Nagar (Regd.) ...Petitioners

Versus

South Delhi Municipal Corporation & Ors. ...Respondents

**APPLICATION U/s 151 OF CPC SEEKING AD-  
INTERIM EX-PARTE STAY OF THE IMPUGNED  
ORDER DATED 16.06.2021 PASSED BY THE  
RESPONDENT NO. 2**

Most Respectfully Showeth:

1. That the Writ Petition is directed against the vindictive and arbitrary act of the SDMC, wherein the SDMC vide a letter dated 16.08.2021 has permitted the Private Respondent i.e. Indus Towers Ltd. to install a Mobile Tower in a small Public Park. The dimensions of the park in question are relatively small approx. 600 sq. mt.

in the locality where elderly senior citizens and children utilize their time by connecting themselves with the mother nature. Whereas, a mobile tower is already installed in the locality merely 100 mtr away and other mobile towers are also installed there within the radius of 500 mtrs. However, despite various requests and reminders the Respondents are imprudent. Now, the Respondents have received police force at their disposal by their power of money and are about to start installation work by 12-13.10.2021.

2. That the petitioners are the Registered Resident Welfare Associations, actively involved in the activities for welfare of the Public at Large and the Residents of the DB Block of the Hari Nagar Locality of Delhi, and are duly active through the respective office bearers of the Association.

3. That the petitioner seeks urgent stay of the impugned order dated 16.08.2021 passed by the Respondent no. 1 as the grounds mentioned in the accompanying petition and on the ground that if urgent stay is not granted by this Hon'ble Court the Petitioner and the public at large shall face irreparable loss.

Prayer

Therefore under the above mentioned facts and circumstances of the case, this Hon'ble Court may please to:

- a. Allow the present application and/or;
- b. Grant relief of ad-interim, ex-parte stay of the impugned order dated 16.08.2021 and/or ;
- c. Pass any such order in favour of the petitioner as this Hon'ble Court may deems fit.

Delhi  
11.10.2021

Petitioners

Through  


**KAUSHIK ASSOCIATES**

(Advocates for the Petitioners)

Ch. 285, Patiala House Courts, Tilak Lane, New Delhi 110001

9582454184, 9540105959

[kaushikh1993@gmail.com](mailto:kaushikh1993@gmail.com)

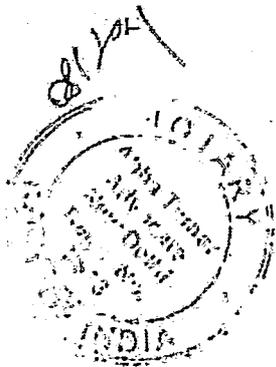
IN THE HON'BLE HIGH COURT OF DELHI, AT NEW DELHI  
WP(C) No. .... of 2021

In the matter of:  
DB block RWA HARI NAGAR (REGD.)  
...Petitioners

Versus  
South Delhi Municipal Corporation & Ors. ...Respondents  
AFFIDAVIT

I, K.L BHUTANI S/o SHRI AMAR NATHR R/o DB-77F  
DDA FLAT HARI NAGAR 110064 aged about 76 years,  
do hereby solemnly affirm and declares as under:

1. That I am the Authorized Signatory of the Petitioner in the above noted case. And is well conversant with the facts & circumstances of the case, hence competent to swear the present affidavit.
2. That the contents of the accompanying Petition have been drafted by the counsel as per my instruction, same have not been reproduced herein for the sake of brevity, which may read as part & parcel of this affidavit.
3. That the contents of the list of dates are drafted by my counsel, which are true to the best of my knowledge derived from the records maintained by me.
4. That the contents of para 1 to 3 of the appeal are drafted by my counsel and based on legal



advice received from the counsel, which I believe to be true in my vernacular language.

5. I, further state that the Annexures to the present petition are true copies of their respective originals.

6. That I the above mentioned deponent has not preferred any similar or other petition in the abovementioned matter.

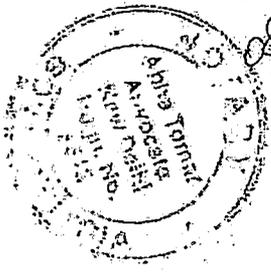
*K. S. Srinivasan*  
Deponent

Verification 27 OCT 2021

I, the above named deponent do hereby solemnly affirm and verify that the contents of paras (1) to (6) of the above affidavit are true and correct to the best of my knowledge and belief, that no part of it is false and that nothing material has been concealed therefrom.

*K. S. Srinivasan*  
Deponent

*Handwritten note:* This is a copy of the original document. It is not a certified copy.



Certified that the foregoing statement was read and the affirmation before me has been read to the deponent and is correct.  
*[Signature]*  
Notary, Delhi

27 OCT 2021

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**SOUTH DELHI MUNICIPAL CORPORATION,  
OFFICE OF THE ASST. COMMISSIONER,  
REMUNERATIVE PROJECT CELL,**

Dr. Shyama Prasad Mukherjee Civic Centre (25<sup>th</sup> Floor),  
Jawaharlal Nehru Marg, New Delhi-110002

No.- AC/RPC/SDMC/2021/D-178

Dated:- 16/08/21

Permission Letter

M/s Indus Towers Ltd.,  
Building No. 10, Tower-B,  
4th Floor, DLF Cyber City,  
Gurgaon-122002

Name of site: SDMC Park, Opposite D-B Block, 6-A, Hari Nagar, Ward No. 11/S  
(Longitude: 77.107308, Latitude: 28.621148)

With reference to your application received vide diary No. 67 dated 15.04.2021 and subsequent LOI (Letter of Intent) No. AC/RPC/SDMC/2021/D-147 dated 22.07.2021 issued by this office and after receipt of payment of three months of advance Monthly Rental Charges/Monthly Fee and Security Deposit equivalent to 2 months of Monthly Rental Charges/Monthly Fee in respect of setting up of Communication Cellular Mobile Tower (GBM) Ground Base Monopole at SDMC Park, Opposite D-B Block, 6-A, Hari Nagar, Ward No. 11/S (Longitude: 77.107308, Latitude: 28.621148), the Competent Authority is pleased to allow you to operate the said site from the date of issue of this permission letter alongwith incubation period as mentioned in Para 30 below for a period of Five years on monthly rental charges. The monthly rent will be charged from the date of completion of incubation period, @ Rs: 50,000/- for an area of 10 Sq. Mtr/107.639 sq.ft., on the following terms & conditions:

- 1) The monthly rental charges/monthly fee for the site allotted for COW/MBTS/GBM shall be @ Rs.339/- (Rs. Three Hundred Thirty Nine only) per sq.ft./per month + applicable taxes (including co-sharing with other telecom company/telecom service provider/infrastructure provider-I(IP-I)). The monthly rental charges/monthly fee 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.
- 2) SDMC will provide bare space for placement and operational requirement for the COW/MBTS/GBM. The telecom company / service provider / infrastructure provider-I(IP-I) will follow all relevant guidelines of Department of Telecom, TRAI, etc. in this regard. If the telecom company / service provider / infrastructure provider-I (IP-I) need to operate the allotted land after completion of maximum period of three years then the telecom company / service provider / infrastructure provider-I(IP-I) can apply three months prior to expiry of three years period of the allotment and the request/application of the (telecom company / service provider / infrastructure provider-I(IP-I)) will be treated as AFRESH.
- 3) Since the Policy already provides for installation of COW/MBTS/GBM 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 / infrastructure provider-I(IP-I) can surrender the permission by giving three months advance notice in writing along with payment of the Monthly Rental Charges/Monthly Fee for the notice period. On expiry of

the said notice period, the permission shall stand terminated/revoked and security deposit will be refunded accordingly.

- 4) The maximum height of any structural element installed with COW/MBTS/GHM will be upto 30 mtr. above the ground level at any location.
- 5) The COW/MBTS/GHM 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.
- 6) The telecom company / service provider / infrastructure provider-I(IP-I) shall take the site on "As is where is basis".
- 7) All the sites will be tentative and are subject to change of site by SDMC for which the telecom company / service provider / infrastructure provider-I(IP-I) will not seek any adjustment in the monthly rental charges/monthly fee or any claim, compensation, damages or any other consideration whatsoever. It will be the absolute discretion of the SDMC to direct re-location of the already allotted site in case of any need as may be deemed appropriate by the SDMC.
- 8) The infrastructure facilities such as electric connection shall be arranged by the telecom company / service provider / infrastructure provider-I(IP-I) and the cost of electric connection including cabling, panel, electric meter, electric charges and other ancillary charges, shall be borne by telecom company / service provider / infrastructure provider-I(IP-I). The telecom company / service provider / infrastructure provider-I(IP-I) will ensure that all the electric wiring, gazettes are used and maintained properly and are in good conditions.
- 9) No excess space will be covered by the telecom company / service provider / infrastructure provider-I(IP-I) on any pretext. (It will be the absolute discretion of SDMC to determine and allow the space upto 50-sq mtrs.)
- 10) The telecom company / service provider / infrastructure provider-I(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.

- a) The telecom company / service provider / infrastructure provider-I(IP-I) will indemnify the SDMC to keep harmless from all losses / damage / fire.
- b) 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 SDMC 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 SDMC.

11) The telecom company / service provider / infrastructure provider-I(IP-I) shall install/operate the COW/MBTS within the designated site and shall maintain the same in neat and sanitary conditions and comply with all applicable laws of the country.

12) The telecom company / service provider / infrastructure provider-I(IP-I) 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 / infrastructure provider-I(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.

13) Any physical (or otherwise) damage or injury to the commuters/passersby due to lapse on the part of the telecom company / service provider / infrastructure provider-I(IP-I) will be the sole responsibility of the telecom company / service provider / infrastructure provider-

(IP-I) only and the SDMC will have no legal obligations or liabilities towards the affected Telecom company / service provider / infrastructure provider (IP-I) will indemnify and can be indemnified by the SDMC for any losses on this account.

14. The telecom company / 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.

15. The telecom company / service provider / infrastructure provider (IP-I) agrees voluntarily and unequivocally to provide un-filtered 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.

16. Encroachment: The telecom company / service provider / infrastructure provider (IP-I) will strictly not encroach upon any area and shall restrict to allotted site only. In case, the telecom company / service provider / infrastructure provider (IP-I) encroaches upon the public land, the SDMC reserves the right to revoke the permission and forfeit the interest free performance security.

17. Security arrangement: The telecom company / 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 SDMC in any case will not take any responsibility of theft/loss.

18. No Signage: The telecom company / service provider / infrastructure provider (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. In case, the telecom company / service provider / infrastructure provider (IP-I) installs any type of signage(s) other than mandatory 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 telecom company / service provider / infrastructure provider (IP-I) 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.

19. 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 / 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 company / 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 also regulations of the Delhi Fire Department. The telecom company / service provider / infrastructure provider (IP-I) 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 / infrastructure provider (IP-I).

20. The installation of COW/MBTS/GBM 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.

21. The COWMITS/CI&I may include the base of the tower on Wheels subject to fulfilment of the safety measures and structural stability.

22. The telecom company / service provider / infrastructure provider-I(IP-I) shall ensure the safety guidelines issued by DOT in letter & spirit.

23. 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 / infrastructure provider-I(IP-I) to remove its material from the sites and peacefully handover the vacant sites.

The telecom company / service provider / infrastructure provider-I(IP-I) 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 material. Unauthorized occupancy charges (equivalent to twice the monthly rental charges/monthly fee) will be levied after expiry of such 15 days Grace Period.

24. Transfer: The telecom company / service provider / infrastructure provider-I(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 SDMC.

25. 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.

26. Duration of permission period: - The permission would remain applicable subject to fulfilment of the terms and conditions, and such permission should expire with efflux of time. The monthly rental will be charged from the date of issue of permission letter.

27. Compliance with applicable Laws: The telecom company / service provider / infrastructure provider-I(IP-I) 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 / infrastructure provider-I(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.

28. Employees conduct: The telecom company / service provider / infrastructure provider-I(IP-I) shall ensure that all persons employed by it 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.

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

30. **Incubation Period:** 30 days incubation period, excluding the day of issuance of permission letter, is allowed to you for carrying out works relating to installation of COW/MBTS/GBM. However, the monthly rental/monthly fee will be charges from 31<sup>st</sup> day excluding the day of issuance of permission letter or from the date of actual installation/operation of COW/MBTS/GBM whichever is earlier. In the case of regularization of existing COW/MBTS/GBM no incubation period will be allowed.

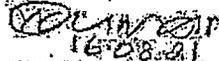
**31. Payment Terms:**

**FEE STRUCTURE:-**

The advance amount equivalent to three months rental charges/monthly fee paid by the telecom company / service provider /infrastructure provider-I(IP-I) shall be adjusted towards the monthly rental charges/monthly fee for first three months. Thereafter, the telecom company / service provider /infrastructure provider-I(IP-I) shall submit to the SDMC, the advance monthly rental charges/monthly fee per month for each site and other dues, if any, on or before 7<sup>th</sup> day of the month.

Non-payment of monthly rental charges/monthly fee 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 /infrastructure provider-I(IP-I) shall pay an interest @ 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/monthly fee and other dues are finally squared up. Such interest shall be charged for the full month if the payment of monthly rental charges/monthly fee and other dues are not made by the due date with arrears, if any. In case, payment remains outstanding for a maximum period of 45 days, the permission shall stand terminated.

This allotment will be governed by the policy of South Delhi Municipal Corporation on COW/GBM (Communication Cellular Mobile Towers on Wheels/Ground Base Monopole) and DOT (Department of Telecommunication) Notification dated 15<sup>th</sup> November, 2016, which was published in Gazette of India on 16<sup>th</sup> November, 2016.

  
16.08.21  
Assistant Commissioner  
(R.P Cell)/SDMC

Handed Over

Taken Over

Name & Signature of authorized person

## SOUTH DELHI MUNICIPAL CORPORATION

## OFFICE OF ASSTT. COMMISSIONER

## REMUNIRATIVE PROJECT CELL

Dr. Shyama Prasad Mukherjee Civic Center (25<sup>th</sup> Floor)

Jawaharalal Nehru Marg, New Delhi 110002

No. AC/RPC/SDMC/2021/D-198

Date: 16.08.21

## Permission Letter

M/s Indus Towers Ltd.  
Building No. 10, Tower B,  
4<sup>th</sup> Floor, DLF Cyber City,  
Gurugram 122002

Name of Site: SDMC Park, Opposite D-B Block, 6A, Hari Nagar,  
Ward No. 11/S (Longitude 77.107308, Latitude 28.621148)

With reference to your application received vide diary no. 67 dated 15.04.2021 and subsequent LOI No. AC/RPC/SDMC/2021/D-147 Dated 22.07.2021 issued by this office and after receipt of payment of three months of advance monthly rental charges/ Monthly fee and security Deposit equivalent to 2 months rental charges/ monthly fee in respect of setting up of communication cellular mobile tower (GBM) Ground Base Monopole at SDMC, Park Opposite DB Block 6A Hari Nagar Ward No. 11/S (Longitude 77.107308, Latitude 28.621148) the competent authority is pleased to allow you to operate the said site from the date of issue of this permission letter alongwith incubation period as mentioned in Para 30 below for a period of 5 Years on monthly rental charges.



(True Type Copy of Relevant Para of the Permission letter)

श्याम शर्मा  
**Shyam Sharma**  
 पूर्व महापौर  
 दक्षिणी दिल्ली नगर निगम  
 EX MAYOR  
 SOUTH DELHI MUNICIPAL CORPORATION



To  
 The Mayor  
 SOUTH MCD,  
 New Delhi - 110002

DATE: 01 Oct 2021

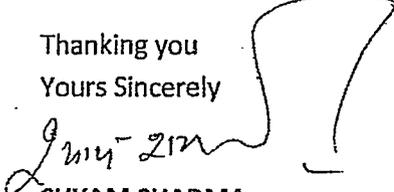
**SUB:- Mobile Tower opposite DDA flats no. 6-A, DB block Hari Nagar ward S-11, Change of SITE**  
 Ref:- AC/RPC/SDMC/2021/D-198 dated 16/8/21

Reference letter no RWA/BB/2021/28 dated 1.10.21 from President RWA DB Block, DDA flats Hari Nagar New Delhi 110064 regarding the above-noted site subject. The president and members of RWA approached me to oppose the installation of a mobile Tower in DB Block opposite Flat no 6A.

The site chosen by the authority for Mobile Tower is Small Children Park named Shaheed Bhagat Singh Park. As you know that radiation emitted by Mobile Tower is a health hazard. Moreover, this is a Green-Land, as per COURT GUIDELINE no such activities should be there.

So I strongly oppose the installation of Mobile Tower in Shaheed Bhagat Singh children's Park opposite Flat no 6 DB Block and shifted to some other place. Please take necessary action and obliged.

Thanking you  
 Yours Sincerely

  
 SHYAM SHARMA

CC to  
 Chairman standing committee SDMC  
 Asst Commissioner (RP Cell)/SDMC

Resi.: WZ-162, Plot No.174, Pratap Nagar, Hari Nagar, New Delhi-110064  
 Email : sharmashyam109@gmail.com | mayorsdmc@gmail.com  
 Mob : 8130892109, 9810555056 | Ph. : 011 25491213

Note

- (1) Mayor Office
- (2) Chairman  
 Standing Committee
- (3) Addl. Commissioner  
 RP Cell - SDMC  
 Civic Centre

Acknowledgement

Receipt Dy No - 711 dt 11/10/21

Receipt Dy No. 1816 dt 11-10-21

Receipt Dy. No 1196 dt 11-10-21

# RESIDENTS WELFARE ASSOCIATION (Regd. 93)

DB BLOCK, DDA FLATS, HARI NAGAR, NEW DELHI-110064

Ref. ....

Date 6.8.2019

Date:- 1-10-2021

S. H. O.  
Hari Nagar Police station  
N. Delhi - 110064

**Sub:- Mobile TOWER opposite DDA FLATS No.6-A; DB-Block Hari Nagar ward 11-S ; CHANGE OF SITE**

Ref:- AC/RPC/SDMC/2021/D-198

dt:-16/08/21

R/Sir-Madam

SDMC has permitted to install a Mobile Tower in the vicinity of residential FLATS as is clear from Demarcation/mark point as FLATS No.-DB-6A

RWA and Residents at DB-Block are opposed to the installation of this Mobile Tower on the proposed site due to following reason.

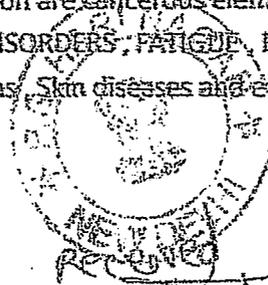
The site allotted for Tower is hardly 15-20m away from the vicinity of residential FLATS.

The park in which the Tower is proposed to be installed is very small (Triangular) or TIKONA PARK meant for senior citizen, CHILDREN and other residents using the Small Park. Sliding Jhula provided for children is only 5' (Five feet) away and Radiation of Tower will be very harmful to children, Senior citizens and other Residents of the Area.

Mobile Towers in residential area are harmful for humans.

The harmful effects of radiation emitted from these towers – if you go to expert advice:

They would tell you within 50mtr of a mobile tower is being struck in struck in microwave oven for the entire day. The Electromagnetic radiation are cancerous elements that are straight forward lethal for health , people in area experience SLEEP DISORDERS, FATIGUE, HEADACHE, MEMORY LOSS, DEPRESSION, HEARING PROBLEMS, Joint Pains, Skin diseases and even Cardiovascular problems,



6/10/21

Mobile Tower emit radiation that generate high intensity of radiation and radio frequency waves 24x7 which is very harmful in residential area in humans.

In view of clause – 7 of SDMC permission letter M D-198 dt 16/8/21 , Reproduced as under :

ALL THE SITES WILL BE TENTATIVE AND SUBJECT TO CHANGE OF SITE BY SDMC. .... IT WILL BE THE ABSOLUTE DISCRETION OF THE SDMC TO DIRECT RELOCATION OF THE ALREADY ALLOTTED SITE.

In view of above we request your good self to kindly CANCEL the existing proposed site for installation of Mobile Tower and shift to some other suitable place away from Residential Area.

It is however proposed to consider the huge vacant land Area near IT/EC Block boundary wall at Jail Road(Opposite Tihar jail) which is now being used as private bus parking.

We the residents and RWA shall be grateful to you for this favorable act of kindness

Thanks and Regards.

V.K. Seltur

Jt Secretary

98101-63735

(Resident's Welfare Association).

[Signature]  
President

(Resident's Welfare Association)

# RESIDENTS WELFARE ASSOCIATION (Regd. 93)

DB BLOCK, DDA FLATS, HARI NAGAR, NEW DELHI-110064

Ref: RWA/DB/2021/26

Date: 1-10-2021

✓  
 AWA Commissioned  
 SDMC (RP cell)  
 3 Civic Centre, ND

106/

Date: 1-10-2021

**Sub:- Mobile TOWER opposite DDA FLATS No.6-A; DB-Block Hari Nagar ward 11-S ; CHANGE OF SITE**

Ref:- AC/RPC/SDMC/2021/D-198

dt:-16/08/21

R/Sir-Madam

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It is however proposed to consider the huge vacant land Area near ITI/EC Block boundary wall at Jail Road (Opposite Tihar jail) which is now being used as private bus parking.

We the residents and RWA shall be grateful to you for this favorable act of kindness

Thanks and Regards.

V.K. Sehra

Jt Secretary 98181-03735  
98181-03735  
(Resident's Welfare Association).

M. B. Bhatnagar  
M. B. Bhatnagar

President  
9811857534  
(Resident's Welfare Association)

9588855427

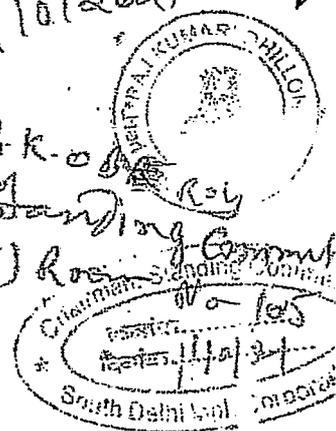
No. DW/108/25  
Dist. W. Smt. Raj Kamesh Dhillon  
Area A, 11/11/2022  
N. Delhi-64

ALKA 85888-330  
01/10/2022

2 = Asst. Commissioner  
SDMC R/W Cell  
Civic Centre (3rd floor)  
DL House, New Delhi

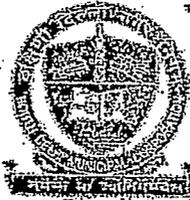
Chairman Standing Committee  
SDMC (1st floor) Room 105  
01/10/2022

3  
RWA No. 27  
Mukesh Surjan  
The Mayor, SDMC  
Civic Centre (3rd floor)  
(A Block) S. Mukesh Surjan



**Lt. Col. (Retd.) B.K. Oberoi**  
(B.E. Civil)

Chairman:  
Standing Committee  
South Delhi Municipal Corporation



Phone: Off.: 011-23228156/57  
Mob.: 7290033305  
9810212734

Ref. No.: Ch. Sing. / Some / 21 / 10-79

Dated: 01/10

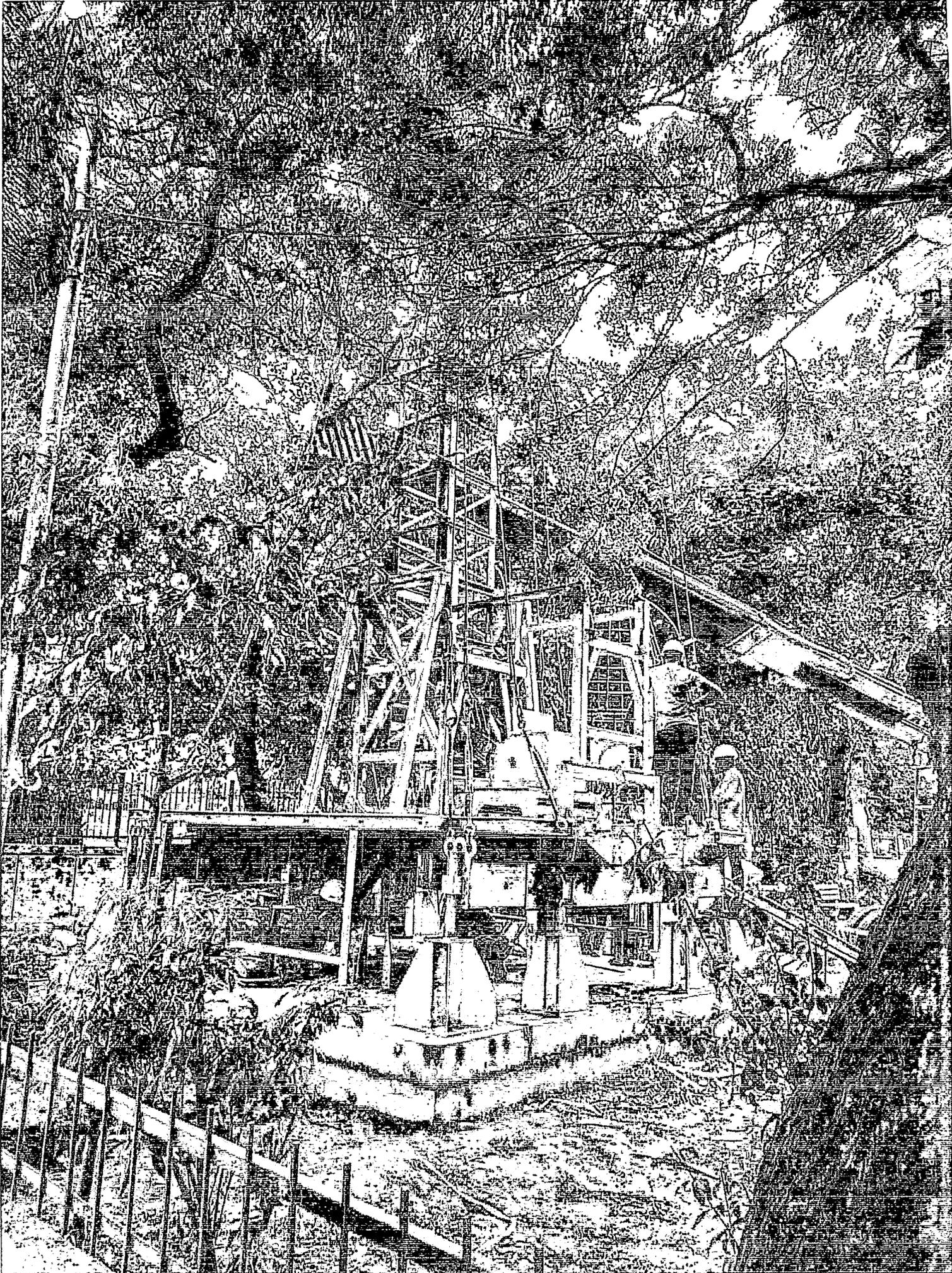
**Sub: Mobile Tower opposite DDA Flats No. 6-A, DB Block Hari Nagar Ward 11-S, Change of site.**

Reference letter No. RWA/BB/2021/28 dated 1.10.2021 from President, Residents Welfare Association DB Block, DDA Flats, Hari Nagar, New Delhi-64 regarding the above noted Subject (Copy enclosed). The President and Members of RWA visited my office regarding communication tower being erected in their area. I have advised them to meet the Area Councilor and he is aware of the rules and regulations. Please call the JE (Maintenance) who has allowed them site for the erection of the tower. As the RWA is suggesting the alternative site for erection of tower, the same may please be shifted there.

*B.K. Oberoi*

(Lt. Col. (Retd.) B.K. Oberoi)

Sh. Amarjeet Singh,  
MC-11-S  
SDMC



Before the Honble High Court of Delhi, At New Delhi  
W.P(c) / 2021

Appeal No. \_\_\_\_\_

IN THE MATTER OF:

DB Block ROA

Appellants

VERSUS

State Bank

Respondent

KNOW ALL to whom these present shall come that I/We

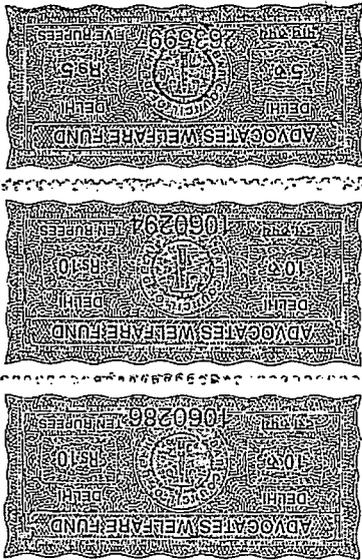
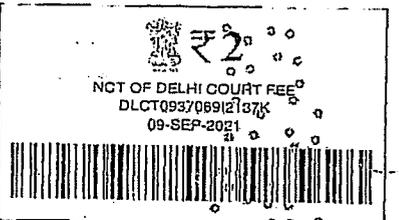
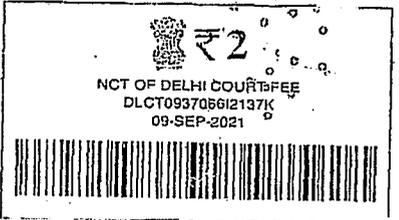
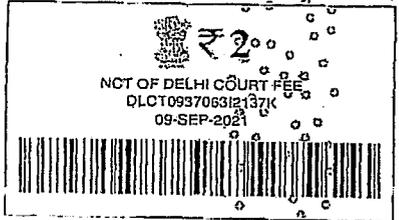
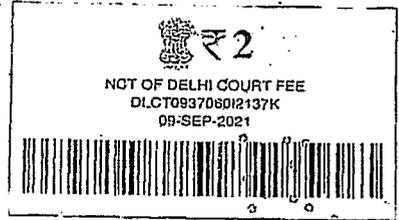
the above named petitioners through its president,

the above named \_\_\_\_\_  
appoint \_\_\_\_\_

**HIMANSHU KAUSHIK**  
(ADVOCATE)

Advocates

D/3255/2015  
Chamber-285, Patiala House Court  
Tilak Marg, New Delhi-110001  
Mob:-9582454184, 9540105959



Advocate(s) to be my/our Advocate in the above noted case in the above-noted case in this Court or in any other Court appellate Court including High Court subject to payment

present pleadings, appeals cross objections or petitions or other petitions or affidavits or other documents as may be said case in all its stages.

documents to admit and/or deny the documents of opposite party in the said case or submit to arbitration any difference relating to the said case.

present pleadings, appeals cross objections or petitions or other petitions or affidavits or other documents as may be said case in all its stages.

documents to admit and/or deny the documents of opposite party in the said case or submit to arbitration any difference relating to the said case.

present pleadings, appeals cross objections or petitions or other petitions or affidavits or other documents as may be said case in all its stages.

documents to admit and/or deny the documents of opposite party in the said case or submit to arbitration any difference relating to the said case.

to be done for the progress and in the course of the prosecution of the said case or submit to arbitration any difference relating to the said case.

And I/we the undersigned do hereby agree that in the event of the whole or part of the fee settled is only for the above case and above Court. If the fee is not paid within three years, the advocate shall be entitled for additional fee equivalent to half of the fee settled.

IN WITNESS WHEREOF I/We do hereunto set my /our hand to these presents on this 18 day of Oct 2021

[Signature]  
Advocate

Accepted subject to the terms of fees. [Signature]  
Client  
[Signature]  
Client

# RESIDENTS WELFARE ASSOCIATION (Regd. 93)

DB BLOCK, DDA FLATS, HARI NAGAR, NEW DELHI-110064

~~CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF RWA HARIKUNI~~

Ref. SOCIETY HARI NAGAR, HELD ON MONDAY, THE 13TH OCTOBER, 2021 AT 11 AM (TIME) AT 10-20-21. THE REGISTERED OFFICE OF THE RWA AT OFFICE DB BLOCK HARI NAGAR

The Board was informed that for administrative and operational convenience it is proposed to authorize Mr. K.L Bhutani ( President of RWA namely DB Block, Hari Nagar,) President of the RWA for dealing with matters related to Tower and its proceeding . The Board discussed and approved the matter by passing the following resolution:-

"RESOLVED THAT Mr. K.L Bhutani ( President) of the RWA be and is hereby authorized to do the following acts, deeds and things as may be required:

1. To appear for and to represent the company before appropriate authorities, agencies, Tribunal, Civil and Criminal Courts, all the Hon'ble High Courts and Hon'ble Supreme Court in all matters within India where the Act is enforced.
2. To apply, sign, submit, amend, revise and verify various statements, applications, affidavits, declarations, undertakings and other requisite documents whatsoever and file them in any court of law or office in connection with all matters.
3. To engage advocates, lawyers, legal counsels and attorneys to sign vakalatnamas for this purpose.
4. To delegate to any subordinate, the power to collect all types of statutory forms, any papers, cheques, drafts etc. from any person, bank or any State / Central Government Authority.
5. And generally to do and execute all such deeds or things as the Attorneys may think fit or necessary and/or incidental to the above purposes including any legal proceedings.

"RESOLVED FURTHER THAT the aforesaid powers granted to Mr. K.L Bhutani ( President) shall be valid and effective unless revoked by the Board and shall be exercised by them

"RESOLVED FURTHER THAT all acts, deeds, things, matters, etc. as afore stated shall be deemed to be valid and enforceable only if they are consistent with the instant resolution as may be relevant in this case and that the Board shall not be responsible for any illegal and invalid acts and any acts beyond the scope of the afore stated powers done by the said officials and such invalid, illegal acts, and acts done beyond the scope of powers granted in this resolution shall not bind the company against any third parties or before any authorities in any manner and that the Board shall not be answerable in that behalf".

Certified true copy

18/10/2021

Place: Delhi

V.K Sethi  
V.K Sethi

(Jt. Secretary)  
for DB BLOCK RWA

K.L Bhutani  
President - RWA (DB)

GOVERNMENT OF NCT OF DELHI  
e-Court Fee



DATE & TIME :	21-OCT-2021 12:50:52
NAMES OF THE ACC/ REGISTERED USER :	SHCIL
LOCATION :	PATIALA COURT
e-COURT RECEIPT NO :	DLCT2146J2150M226
e-COURT FEE AMOUNT :	₹ 100 ( Rupees One Hundred Only)



DLCT2146J2150M226

Statutory Alert : The authenticity of this e-Court fee receipt should be verified at [www.shcilestamp.com](http://www.shcilestamp.com) . Any discrepancy in the details on this receipt and as available on the website renders it invalid. In case of any discrepancy please inform the Competent Authority. This receipt is valid only after verification & locking by the Court Official.

---

**DB Block RWA Versus State of GNCTD**

1 message

Himanshu Kaushik &lt;kaushikh1993@gmail.com&gt;

Mon, Nov 8, 2021 at 12:34 PM

To: closdmc@gmail.com, dhcprosecutiondelhipolice@gmail.com, compliance.officer@industowers.com, standingcounselgnctd@gmail.com

Please Find the attached scanned copy of the Petition.

REGARDS,

HIMANSHU KAUSHIK

ADVOCATE

CHAMBER NO. 285, PATIALA HOUSE COURTS, TILAK LANE, NEW DELHI

+91-9582454184

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 Final Petition.pdf  
2283K

R1 - 9811016162.

R2 - 9868250808

R3 - No: Mobile No: Available.

## IN THE HIGH COURT OF DELHI AT NEW DELHI

W.P. (C) 12547/2021

IN THE MATTER OF:

DB BLOCK RWA HARI NAGAR

... PETITIONER

VERSUS

SOUTH DELHI MUNICIPAL  
CORPORATION & ORS.

... RESPONDENTS

N.D.O.H. - 10.11.2021INDEX

S. No.	Particulars	Pg. No.
1.	Policy of the Respondent No. 1 For Establishment & Maintenance Of Under Ground Infrastructure (Optical Fibre Cable Etc.) And Over-Ground Telecom Infrastructure (Mobile Towers. Etc.)	1-54
2.	Proof of Service.	55

  
 GAURANG KANTH  
 COUNSEL FOR RESPONDENT NO. 1  
 A-9 NIZAMUDDIN EAST  
 NEW DELHI 110013  
[laxman@kanthcorp.com](mailto:laxman@kanthcorp.com)  
 9999285585

NEW DELHI  
 DATED: 10.11.2021

- (v) the route planned for the proposed underground telegraph infrastructure and the possible interference, either in the establishment or maintenance of such telegraph infrastructure, with any other public infrastructure that may have been laid along the proposed route;
- (vi) The Commissioner may issue any general or specific order for establishment or maintenance of underground telegraph infrastructure consistent with the policy.

#### 4.2 FOR ESTABLISHMENT AND MAINTENANCE OF OVER GROUND (MOBILE TOWERS, etc.) TELEGRAPH INFRASTRUCTURE

For permission of establishing Movable Mobile Tower or Cell on Wheel (COW) on ground, the licensee shall make an online application on the Common Application Form supported by such documents, to the officer appointed by the Commissioner, in the format as per **Annexure-C** (Section 1 & 2. Section 1 "*for establishing movable mobile towers/COW on lands owned or managed by SDMC*" and Section 2 "*for establishing movable mobile towers/COW on lands not owned or managed by SDMC*") or in any other manner as may be specified by the Corporation.

For permission of establishing over ground telegraph infrastructure which includes RTT/GBT/RTP/GBM/RBT upon any immovable property/open land, the licensee shall make an on line application on the Common Application Form supported by such documents, to the Officer appointed by the Commissioner, in the format as per **Annexure-D** (Section 1 & 2. Section 1 "*for establishing over ground telegraph infrastructure which includes RTT/GBT/RTP/GBM/RBT upon any immovable property/open land not owned or managed by SDMC in the jurisdiction of SDMC*" and Section 2 "*for establishing over ground telegraph infrastructure which includes RTT/GBT/RTP/GBM/RBT upon any land/building owned or managed by SDMC in the jurisdiction of SDMC*") or in any other manner as may be specified by the Corporation. The application shall be along with following documents:

- (i) a copy of the license or Registration Certificate granted by the Department of Telecommunications (DOT), Government of India.
- (ii) the nature and location, including exact latitude and longitude, of post or other above round contrivances proposed to be established;
- (iii) the extent of land required for establishment of the over

**3.1 ELIGIBILITY CRITERIA:**

3.1 Any telecom infrastructure provider registered with the Department of Telecommunications, Government of India or any telecom services provider having license from the Department of Telecommunication, Government of India or an infrastructure provider duly authorized by a licensee to lay the communication and connectivity infrastructure (hereinafter called as the 'Applicant') is eligible to seek permissions under this policy to make provision of the communication and connectivity Infrastructure as given in sub para 3.2 of para 3 within the areas of SDMC.

3.2 The communication and connectivity Infrastructure include:-

- (a) Ground based tower (GBT), Ground Based Mast/Monopole (GBM),
- (b) Roof Top Tower (RTT), Roof Top Pole (RTP).
- (c) Underground Ducts, OFC etc
- (d) Moveable Communication towers/ Cell on-Wheels (MCT/COW)
- (e) Any other Telecom Infrastructure not specifically mentioned above in point (a to d).
- (f) This Policy is not applicable for Television Antennas or Dish Antennas installed for domestic Purpose.

**4. Submission of Applications – Single Window Clearance and parameters to be followed by the licensee**

4.1 FOR ESTABLISHMENT AND MAINTENANCE OF UNDER GROUND TELEGRAPH INFRASTRUCTURE (OPTICAL FIBRE CABLE, etc.)

For grant of permission of road cutting ,digging, laying of optical fibre cable etc., the eligible applicants shall submit an online application on the Common Application Form in the manner, along with such documents and in such formats as mentioned in **Annexure-A** or as specified by the Commissioner/ SDMC. The documents shall include-

- (i) the details of underground telegraph infrastructure proposed to be laid;
- (ii) the mode of and the time duration for, execution of the work;
- (iii) the time of the day when the work is expected to be done in case the licensee expects the work to be done during specific time of the day;
- (iv) the estimated expenditure for road cutting and restoration of road shall be deposited with the application.

- (v) the route planned for the proposed underground telegraph infrastructure and the possible interference, either in the establishment or maintenance of such telegraph infrastructure, with any other public infrastructure that may have been laid along the proposed route;
- (vi) The Commissioner may issue any general or specific order for establishment or maintenance of underground telegraph infrastructure consistent with the policy.

#### 4.2 FOR ESTABLISHMENT AND MAINTENANCE OF OVER GROUND (MOBILE TOWERS, etc.) TELEGRAPH INFRASTRUCTURE

For permission of establishing Movable Mobile Tower or Cell on Wheel (COW) on ground, the licensee shall make an online application on the Common Application Form supported by such documents, to the officer appointed by the Commissioner, in the format as per **Annexure-C** (Section 1 & 2. Section 1 “*for establishing movable mobile towers/COW on lands owned or managed by SDMC*” and Section 2 “*for establishing movable mobile towers/COW on lands not owned or managed by SDMC*”) or in any other manner as may be specified by the Corporation.

For permission of establishing over ground telegraph infrastructure which includes RTT/GBT/RTP/GBM/RBT upon any immovable property/open land, the licensee shall make an on line application on the Common Application Form supported by such documents, to the Officer appointed by the Commissioner, in the format as per **Annexure-D** (Section 1 & 2. Section 1 “*for establishing over ground telegraph infrastructure which includes RTT/GBT/RTP/GBM/RBT upon any immovable property/open land not owned or managed by SDMC in the jurisdiction of SDMC*” and Section 2 “*for establishing over ground telegraph infrastructure which includes RTT/GBT/RTP/GBM/RBT upon any land/building owned or managed by SDMC in the jurisdiction of SDMC*”) or in any other manner as may be specified by the Corporation. The application shall be along with following documents:

- (i) a copy of the license or Registration Certificate granted by the Department of Telecommunications (DOT), Government of India.
- (ii) the nature and location, including exact latitude and longitude, of post or other above ground contrivances proposed to be established;
- (iii) the extent of land required for establishment of the over

- ground telegraph infrastructure;
- (iv) the details of the building or structure, where the establishment of the over ground telegraph infrastructure, is proposed;
- (v) the detailed technical design and drawings of the post or other above ground contrivances;
- (vi) certification of the technical design by a structural engineer attesting to the structural safety, of the over ground telegraph infrastructure;
- (vii) certification, by a structural engineer, attesting to the structural safety of the building, where the post or other above ground contrivances is proposed to be established on a building;
- (viii) the names and contact details of the employees of the licensee for the purposes of communication in regard to the application made;
- (ix) or any other document/information connected with or relevant to the work as may be specified, through a general or special order, by the Corporation, Central Government or State Government.

## 5. PERMISSION

- 5.1 The licensee shall apply on a portal through a common application form available online. The officer authorized by the Commissioner shall examine the application, besides any other instructions issued from time to time, with respect to the following parameters, namely:-
- a. the extent of area/land required for the telegraph infrastructure;
  - b. the location proposed;
  - c. the mode of and time duration for execution of the work;
  - d. certification of the technical design by a structural engineer attesting to the structural safety of the over ground telegraph infrastructure;
  - e. certification, by a structural engineer, of the structural safety of the building on which the post or other above ground contrivances is proposed to be established;
  - f. any other matter, consistent with the provision of the Act and these rules, connected with or related to the laying of telegraph infrastructure, through a general or special order or guidelines by the Corporation, Central Government, State Government.
  - g. The estimated expenses, if any, required for restoration of Right of Way which is likely to be affected by the proposal of the applicant.

5.1 Time-lines for decisions on the Applications:

Following time-lines for grant of the relevant permissions shall be strictly as per the timelines mentioned in Annexure :

Sr.No.	Event	No. of Working days
1.	Submission of completed online application seeking Permission of installation of Telecom Infrastructure in appropriate category.	D
2.	(a) Scrutiny of documents submitted by the telecom company/service provider & issue of deficiency letter if any to the applicant.	D + 5
3.	Submission of Documents by the applicant as per deficiency letter	D + 15
4.	Joint Site Inspection	D + 20
5.	The Officer nominated to Issue of LoI or rejection of application along with reasons thereof :	D + 25
6.	Compliance of the LoI conditions by the applicant	D+35 LoI stands cancelled if no compliance is received.
7.	Issue of formal permission.	D+40

(However, the timelines as specified in enclosed Annexures shall have precedence over general timelines)

5.2 The officer nominated by the Commissioner shall within a period not exceeding sixty days from the date of submission of application;

(a) grant permission on such conditions including, but not limited to, the time, mode of execution, measures to mitigate public inconvenience or enhance public safety and payment of restoration charge, as may be specified, subject to the provisions of the Act and these rules; or

(b) reject the application for reasons to be recorded in writing:

Provided further that the permission shall be deemed to have been granted if the concerned officer fails to either grant permission under (a) or reject the application under (b); and the same shall be communicated in writing to the applicant not later than five working days after permission is deemed to have been granted.

- 5.3 Where the officer appointed by Commissioner accepts the undertaking by the licensee to discharge the responsibility to restore the damage that shall necessarily be caused in consequence of the work, while granting permission, may seek a bank guarantee for an amount in lieu of expenses for restoration of such damage, as security for performance in the discharge of the responsibility. The licensee shall indemnify against any loss of life or property in the process of execution of works or against any claims thereafter during the period of operation and maintenance of such infrastructure at all times.

In case the Officer appointed by commissioner comes to the conclusion that the licensee has willfully violated any of the conditions for grant of permission the Officer may withdraw, for reasons to be recorded in writing, the permission granted to the license after affording him an opportunity of being heard.

- 5.4 Where the establishment of the telegraph infrastructure renders the immovable property, vested in the control or management of the Corporation over which such telegraph infrastructure is established, unlikely to be used for any other purpose, the Corporation, besides any other actions against such violations, shall be entitled to compensation for the value of the immovable property, either once or annually, assessed on such rates as that Corporation may, by general order, specify.

## 6. VALIDITY OF PERMISSION

- 6.1 Subject to clearance of all dues of Corporation, the permission for Right of Way (RoW) or Right of Use (RoU) laying/erecting the telecom infrastructure and associated installations (except COW) shall be granted for a period not more than 5 years or the period of Permission/License granted by the DOT/Central Government, whichever is earlier. Permission(s) granted under this policy shall not be transferable and will be applicable only for the period for which it has been granted.

- 6.2 The Licensee shall submit application for renewal for permission to the Corporation at least 60 days before the expiry of such permission along with all documents as required for new permission.
- 6.3 For moveable communication Towers/Cell on Wheels or any other temporary infrastructure, permission shall be granted for a period of not more than 3 years.
- 6.4 In the case of Disaster, no formal permission is required to set up moveable communication Towers/Cell on Wheels.
- 6.5 In case moveable communication Towers/Cell on Wheels are installed in lieu of permanent infrastructure to cover the blank areas, a formal permission will be required to be obtained by the Licensee after paying the requisite fee/charges as fixed by the Corporation along with all documents as specified in **Annexure D**. The period will be extended till the time the permission for the site to set up a permanent infrastructure is granted as per the provisions of this policy.
- 6.6 The permission granted under the Policy shall not, in any manner, be deemed to convey any ownership or perpetual rights in respect of the land structures used for laying the underground/ overhead cables or other installations.
- 6.7 After expiry of the period of permission due to efflux of time or termination of the permission whichever is earlier, a 15 days time period shall be provided to the Telecom Service Provider/Infrastructure Service Provider to remove its material from the site/sites installed on land/property owned or managed by the corporation and peacefully handover the vacant sites. The Telecom Service Provider/Telecom Infrastructure 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.
- 6.8 The Existing policies being integral part of this policy shall remain valid and only Corporation shall be competent to change the same.

6.9 The Permissions which have already been granted under the existing policies shall continue to remain valid for the time period mentioned in the permission.

**7. INSTALLATION/REMOVAL/REGULARIZATION OF INFRASTRUCTURE**

The Telecom Service Provider//Infrastructure Service Provider shall be duty bound to install the Telecom Infrastructure only after taking prior permission from the corporation.

**7.1 INFRASTRUCTURE LAID/INSTALLED WITHOUT PERMISSION ON PRIVATE PROPERTIES :**

Where the licensee/infrastructure service provider neither apply and/nor remove the unauthorized structure, he/they would be called upon to show cause as to why action should not be taken against him/them as per law. In case of failure on this count, besides taking action as per law, the unauthorized structure will be removed at the expense of such wrongdoer.

In the eventuality having regard to circumstances which have arisen since the establishment of any telegraph infrastructure under, over, along, across, in or upon, any immoveable property, the Nodal Officer considers that it is necessary and expedient to remove or alter such telegraph infrastructure, it shall issue a notice to the licensee, being the owner of such telegraph infrastructure, to remove or alter its location.

On receipt of the notice, the licensee shall, forthwith and within a period of thirty days, proceed to submit, a detailed plan for removal or alteration of such telegraph infrastructure.

Thereafter examination of the detailed plan submitted by the licensee, the Nodal officer may pass such orders as it deems fit:

Provided that the Commissioner or the Nodal officer shall, having regard to emergent and expedient circumstances requiring the removal or alteration of such telegraph infrastructure, give a reasonable time of not less than ninety days to the licensee for removal or alteration of such telegraph infrastructure:

Provided further that the responsibility and liability, including the cost thereof, for removal or alteration of such telegraph infrastructure shall be borne by the licensee.

**7.2 Overground Telegraph Infrastructures installed on the Land/Property Owned or Managed by the Corporation :-**

**(i) For Unauthorized Telegraph Infrastructure applied for regularization by the Telecom Service Provider/Telecom Infrastructure Service Provider :**

For Overground Telegraph Infrastructure existing before issue of this Policy, Telecom Service Provide/Telecom Infrastructure 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 Overground Telegraph Infrastructure 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 Overground Telegraph Infrastructure, the Telecom Service Provide/Telecom Infrastructure Service Provider will have to submit an affidavit along with other requisite documents.

**(ii) For Unauthorized Telegraph Infrastructure not applied for regularization by the Telecom Service Provider/Telecom Infrastructure Service Provider :**

Any Telecom Infrastructure installed on the Land/Property owned or managed by the Corporation without permission and no request for regularization of the same is applied by the Telecom Service Provide/Telecom Infrastructure Service Provider, it shall be the duty of Telecom Service Provider/ Telecom Infrastructure Service Provider to remove the telecom infrastructure within 90 days from the date of issuance of Notice by the Corporation. However Telecom Service Provider/ Telecom Infrastructure Provider have to pay the fees/Ground Rent for the period of unauthorized installation of the telecom infrastructure. In case, the Service Provider fails to remove the Telecom Infrastructure within the stipulated time of 90 days, Corporation shall be at liberty to remove the Telecom Infrastructure and to impose penalty of Rs.50,000/- plus charges @ 2 times of the fees/Ground Rent applicable from the date of issuance of notice up to the date of removal of the Telecom Infrastructure by the Corporation. The cost & expenses incurred in removal of such Telecom Infrastructure, shall also be payable by Telecom Service Provider/Telecom Infrastructure Service Provider.

**8. Coercive Action:**

As mobile communication is an essential service, the sealing of mobile tower/disconnection of electricity will not be resorted to without the approval of the Officer authorized by Commissioner and no action shall be taken suo-moto based on the public protest/complaint/petition/press/media reports, etc. in connection with mobile tower installation.

**9. Changes in the Policy :**

This Policy shall be suitably adjusted to accommodate any changes that may be necessitated on account of any technology or regulatory changes which may be introduced by the Department of Telecommunications, Government of India , SDMC or any other competent authority in order to keep this policy responsive to changing technology, regulatory regime or any other unforeseen developments.

**10. Fees:** Every Application shall be accompanied with such fee as mentioned in Annexure A, C & D. Any Application without the requisite fee shall be summarily rejected.

**11. Advertisement Rights :**The applicant shall not have any advertisement Right at the site without permission of the Commissioner, however, the Applicant may be permitted to install mandatory, non commercial signage only.

There is no Annexure-B in the above policy.

ANNEXURE-A

Standard Operating Procedure (SOP) for Road Cutting and Digging Permission for Installation of Underground Telecom Infrastructure.

A handwritten signature in black ink, appearing to be 'S. Singh', with a horizontal line drawn underneath it.

Modified Policy/Revised Standard Operating procedures (SOP's) with Road Restoration and Grant of Online permission of Road Digging through PDM Software.

(As per guidelines issued by Delhi PWD Secretariat, Govt. of NCT of Delhi vide No.F.No.ENC/DIR(W)/PWD/RC/78081/13578-05 dated 10.10.2019)

1. All processes required for road cutting permission (RCP) starting from initiation of application for RCP to uploading of completion Certificate including Intermediary processes such as deposit of processing fee security deposit Road Restoration charges, uploading of transaction details & road restoration timelines, intimation of joint site inspection, uploading of joint site visit inspection report etc. shall be dealt online only on GSDI portal
2. All Road Owning Agencies are to be integrated on NSDL portal NSDL portal to be equipped with details on TPQA, Road restoration charges, other fee details and specifications for Road Restoration. The PDM (PLAN, DIG & MONITORING), Software developed by GSDI needs to be modified in view of modified policy/standard operating procedure
3. A) When Road cutting and road restoration to be done by project Implementing agency (PIA)

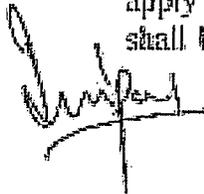
The Project Implementation Agencies (PIA) shall ensure the following:

- a) Non-Governmental Project implementation agency should mandatorily deposit non refundable fee of Rs. 5000/- per application + 18% GST with GSDI along with their application for road cutting permission. The Governmental PIAs are exempted from payment of application fee for road cutting permission. PIA shall submit the schedule/timelines of road restoration besides timelines for road cutting to the Road Owning Agencies at the time of application for Road cutting permission
- b) All Project Implementing Agencies shall have to deposit the refundable security deposit of 10% of road restoration charges or Rs. 2 lacs whichever is more. The security deposit shall be refunded within 45 working days after uploading satisfactory completion of work by PIA
- c) No road restoration charges to be deposited by PIA.
- d) On depositing the security deposit & non-refundable processing fee, a UTR indicating the reference nos. of transaction, amount and the Road Owning Agency to whom the payment made will be generated PIA needs to upload the copy of this UTR to complete the process of online application for road cutting permission.
- e) On completion of process of online application, system will send the road cutting permission within 3 working days subject to joint inspection



and other terms and conditions to be complied by PLA. A message shall also be sent to the PIA & other stakeholders through SMS & e-mail for the joint inspection Date of joint site visit shall be fixed within 3 working days of completion of application for road cutting permission. If site inspection couldn't be done on the scheduled date due to holidays or some other reasons, the same shall be carried out the next day. In case, work is started by agency without joint inspection, punitive action will be taken and security deposit will be forfeited.

- D) Feasibility of possible or otherwise and possible with change in alignment of road cutting shall be explored on the day of joint site visit and deviation in the demand note towards security deposit if any shall also be estimated on the same day of joint site visit and uploaded by the ROA on the same day. The PLA will have to deposit the balance security amount online within 3 working days of issuing of the demand note. However, It would be made mandatory for PIA to intimate road owning agencies (ROA), the actual start of digging work. PIA shall publicly display at site the detail of work being done along with proposed date of completion of work.
- g) While according road cutting permission, the specification of work to be adopted for road restoration work shall be provided by Road Owning agency to the project implementing agency.
- h) The PIA shall have to engage a competent Third-Party Quality Assurance Agency (TPQA) to oversee the restoration work as per the specification provided to PIA at the time of according road cutting permission. TPOA will certify its quality, irrespective of length/width.
- i) Each ROA shall prepare a panel of TPQA, having sufficient number of agencies, to engaged by PIA, who will inspect the works to be executed by the road restoration agencies. In case the ROAs are not able to finalize the TPQA list within 30 days, PWD shall prepare such list on their behalf for taking services of TPQA agency. The maximum charges to be payable to TPOA shall be 1% (One Percent) of Road Restoration cost.
- j) PIA shall have to carry out the road restoration work through agency registered with CPWD, MES, Railways, State PWD, MCD, DDA, I&FC or any Govt. agencies in appropriate class Roads Works.
- k) During Road cutting and road restoration by the ROA the PIA & ROA shall scrupulously follow all the mandatory requirements, provisions and guidelines to take care of traffic congestion and security/safety issues.
- l) The PIA shall obtain a certificate from ROA for satisfactory completion of road restoration work by the agency to be engaged by PIA and shall apply for NOC along with the Certificate of TPO. NOC or observations shall be issued by ROA within 5 working days of application for NOC.



by the PIA otherwise it can be deemed to have been done automatically after a lapse of 5 working days.

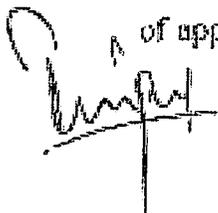
- m) During road digging/cutting sometimes the adjoining areas such as sewer/drain and other utilities are damaged while trying restoring the services. The PIA must restore these areas, services at its own cost. The restoration of the adjoining areas is to be done as per the existing specification. In case PIA does not restore the damage then the same shall be got done by RoA after serving a notice in this regard at the risk & cost of PIA & adjust the cost from security deposits.
- n) PIA shall indemnify RoA against any mishap or accident occurring during digging and restoration works.
- o) The agency shall make arrangement for necessary barricading and provide Caution Boards during the execution of work. Failing which the road cutting permission will be cancelled and security deposit will be forfeited.
- p) The work shall be carried out without disturbing the flow of traffic and road will not be completely closed without obtaining permission from Traffic Police.
- q) Excavated earth/debris/unserviceable material should not be dumped on the existing road. Back filling of trench and its surface dressing shall have to be done progressively during the execution of work and Surplus earth/malba/unserviceable material to be removed simultaneously. It can either be used to filling low laying areas adjacent to road or shall be disposed off away from road following NGT guidelines and as per direction of RoA authorities. If PIA fails to remove surplus earth/malba/unserviceable material within three days after laying of services, the same shall be removed by RoA and charging the expenditure to PIA at double the actual cost incurred towards, it which can be adjusted from their security deposit.
- r) After the work for which PIA has been accorded permission is completed, PIA shall upload date of completion of cutting work on GSDL site. Project implementing agency shall have to restore the road to the original condition and such restoration work will have to be started within 48 hours and complete within specified period.
- s) The PIA shall be liable to restore the damage caused to the service of other utilities and in case of failure the road owning agency shall have the right to forfeit the security deposit and also raise additional fund demand if required.
- t) PDM Portal shall have provision of making advance payment by PIA towards processing charges/ fee for those Project Implementing Agencies which require frequent road cutting permission. These advance payment to be adjusted automatically once the application for road cutting permission is received from the PIA making advance payment.

*Signature*

B) When the Road restoration to be done by Road Owning Agency (ROA)

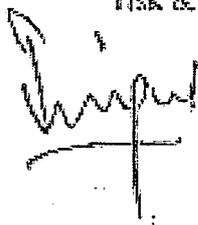
The project implementing agency will ensure the following:

- a. Project implementing agency shall cut the road after obtaining road cutting permission and the work of road restoration shall be carried out by the road owning agency. The PIA shall apply online on SBI website for obtaining road cutting permission.
- b. Non Governmental Project implementation agency should mandatorily deposit non refundable fee of Rs. 5000/- per application + 18% GST, with GSDI, along with their application for road cutting permission. The Governmental PIAs are exempted from Payment of application fee for road cutting permission. PIA shall submit the schedule/timelines for road cutting and for the purpose for which the road cutting has been applied to the Road Owning Agencies during application for the Road cutting permission.
- c. While applying for Road cutting permission in such cases, a demand note is generated based on the information provided by PIA about the length and width of road to be cut. PIA shall have to deposit the amount with the ROA online along with security deposit.
- d. All Project Implementing Agencies shall have to deposit refundable security deposit of 7.5% of road restoration charges of Rs. 9.5 lacs whichever is more. The security deposit shall be refunded within 45 working days after satisfactory completion of work by ROA.
- e. On depositing the non-refundable fee, Road restoration charges and security deposit, a UTR indicating the reference no. of transaction, amount and the Road Owning Agency to whom the payment made will be generated, PIA needs to upload the copy of UTR along with online application for Road cutting permission.
- f. Receipt of payment generated needs to be uploaded to complete the process of online application for road cutting permission.
- g. On completion of process of online application system will send Road Cutting permission within 3 days and also a message of joint site visit to PIA & the representatives of all stakeholders through SMS & e-mail. Date of joint site visit shall be filed within 3 working days of completion of application for road cutting permission. If site inspection couldn't be



limit of the so fixed date due to holidays or some other reasons, the same shall be carried out the next working day.

- h. Feasibility of possible or otherwise and possible with change in alignment of road cutting shall be explored on the day of joint site visit and deviation in the demand note towards road restoration charges and security deposit, if any shall also be estimated on the day of joint site visit and uploaded by the ROA on the same day. The PIA shall have to deposit the balance amount as per revised demand note online within 3 working days. The actual road cutting site shall be allowed within 48 hours of receipt of balance amount.
- i. The PIA shall inform the ROA immediately after completing the work for which road cutting permission was obtained so that the ROA can start the restoration work immediately after that.
- j. The PIA shall be liable to restore the damage caused to the services of other utilities at their own cost and the Road Owning Agency shall have the right to restore the services of these utility services from the amount of security deposit and may raise additional fund demand if required or may get the services restored by the provider of utility service at the cost of PIA.
- k. During Road cutting and road restoration, the PIA shall follow all the mandatory requirements, provisions and Guidelines to take care of traffic congestion and security safety issues.
- l. During road digging/cutting sometimes the adjoining areas such as footpath, drains and other utilities are damaged while laying/restoring the services. The PIAs must restore those areas, services as well at their cost. The restoration of the adjoining areas is to be done as per the existing specification. In case PIA does not restore the damaged part, the same shall be got done by ROA after serving a notice in this regard at the risk & cost of PIA & adjust the cost from security deposits.
- m. The PIA shall indemnify ROA against any mishap or accident occurring during digging and restoration works.
- n. The PIA shall make arrangement for necessary barricading and provide Caution Boards during the execution of work. In case PIA do not install barricading and caution signboard, the ROA shall install the same at the risk & cost of the PIA and adjust the cost from the security deposit.



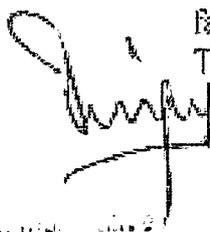
- o. The work shall be carried out without disturbing the flow of traffic and road will not be completely closed with a minimum provision of traffic by Traffic Police.
- p. Excavated earth/detritus/unserviceable material should not be dumped on the existing road. Back filling of trench and its surface dressing shall have to be done progressively during the execution of work and Surplus earth/mulch/unserviceable material to be removed simultaneously. It can either be used to filling low lying areas adjacent to road or shall be disposed of away from road following NGL guidelines and as per direction of RoA authorities. If PIA fails to remove surplus earth/mulch/unserviceable material within three days after laying of services, the same shall be removed by RoA and charging the expenditure to PIA at double the actual cost incurred towards it which can be adjusted from their security deposit.
- q. PDM Portal shall have provision of making advance payment by PIA towards processing charges/ fee for those Project implementing Agencies which require frequent road cutting emission. These advance payment to be adjusted automatically once the application for road cutting permission is received from the PIA making advance payment.

**C) Road cutting permissions in case of emergency situation:**

- a. In cases of requirement of road cutting in emergent situations to restore water and electricity supply etc. as a result of bursting of water/sewer line and underground fault of electric lines, the CEO of the utility or the second in command not below the rank of Chief Engineer or equivalent shall declare the situation as emergent to the civil authorities - traffic police. The PIA must ensure to apply online for road cutting permission within 24 Hours after start of actual digging work at site, and obtain permission at the earliest. Subsequently, the PIA has to follow the various provisions of road restoration under (A) above and deposit the road restoration charges and the security deposits wherever applicable.
- b. TPQA provisions shall not be applicable in case of emergency situations, if Road cutting at one place is not more than 10 sqm.
- c. Road cutting during monsoons for new connections under LDDB may be treated as emergency situations.

**D) When the cutting / restoration permission required by Individuals for work within the Individual's property limit:**

- a. When the applicant seek permission for carrying out work inside his property limit for making opening of entry gates/ shifting of entry etc., only road restoration charges without security deposit for the passage facilitation pathway from the road shall be applicable. Provision of TPQA shall not be applicable for such cases. The process for applying



online & depositing Road Restoration charges shall be same as in other cases.

4. List of IPQA

IPQA

III. CRRI, CBRI, DTU, NCCBM and other Government Agencies as approved by competent authority

5. General conditions:

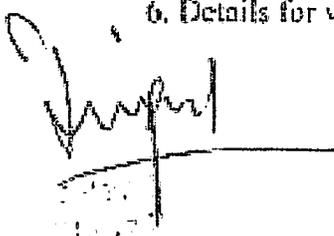
- (i) Permission for the road cutting and/or road restoration can be revalidated only times after the date of expiry of permission as under

S.No.	Days of extension after expiry of permission	Revalidation fees
1	15 days	No revalidation fees.
2	15 days & up to 30 days	10% of security deposit
3	30 days up to 45 days	25% of security deposit.
4	45 days up to 90 days	50% of security deposit

Extension of time due to the days of hindrance only on account of Road will be considered, for which specific order will be issued. After the period of 90 days the request will be accepted as original application

- (ii) If any agency executes the work without permission & revalidation, following action will be taken by ROA against the PLA/individual agency.
- FIR will be lodged by ROA against the road cutting agency as well as the contractor executing Cutting/Restoration work for damaging the public property
  - Road restoration charges at twice the normal rates with security deposit of executed work) will be charged from the defaulting agency an account of work executed without permission revalidation of permission along with the aforesaid punitive action.
  - Charges on account of the damages have to be deposited within 2 weeks from the date of receipt of the laser, failing which the amount can be adjusted against available deposit of the firm in the form of security etc. and necessary action under the provision of law.

6. Details for various Deposits:



A handwritten signature in black ink is written over a rectangular stamp. The signature is cursive and appears to read 'S. Singh'. The stamp contains some illegible text and a date, possibly '2017'.

Type of Deposit	Mode of Deposit	Beneficiary details	Payment Instruments
Application Processing fee	Online	CSDI	Cash transfer through NEEFT/RTGS
Road Restoration charges	Online	PAU-22, PWD	Cash transfer through NEEFT/RTGS
Security Deposit	Offline	PAU-22 PWD	Cash transfer through NEEFT/RTGS
	Offline	Concerned Executive Engineer of RoA	Treasury Challan Demand Draft/Pay order / Bankers Cheque / Deposit at Call Receipt / Fixed Deposit Receipt / bank Guarantee of any Scheduled Bank In favour of Concerned Executive Engineer of RoA

Note: the details are mentioned here for which, Road owning Agency (RoA) is PWD

#### 7. Other terms and conditions;

1. The work shall be carried out as per the alignment during joint site visit and as per direction of the concerned authority of RoA.
2. The work shall be carried out in such a manner so as not to affect or disturb any service coming along the work.
3. The PIA shall use trench-less method as far as possible, for crossing bituminous road surface of main road.
4. The PIA shall lay cables/ service at least 1.5 meter below road surface, later on if road owning agency (RoA) decides to charge fee for usage of land for the cable /services laid then the Project Implementing Agency (PIA) shall be ready to pay such fee in future.
5. The PIA shall install, from starting point of the work to its end point, the display boards showing Name of work, Agency, Name of the Department and Contact officer with their Telephone Number, etc.
6. The PIA shall intimate, before the start of work to MTNL, BSNL, DOFS etc so that their services are not affected by the work. Existing services encountered in the course of the work shall be protected against the damage by the agency.
7. The PIA shall inform concerned officers of Gas Authority of India through Telephone, regarding road cutting before the actual start of work.
8. The PIA shall have to comply all applicable provisions as mentioned in Standard Operating Procedure (SOP)
9. All dismantled serviceable material shall be stacked properly by PIA along the sides of footpath and will become the property of Road owning department.
10. PIA shall fill all the trenches with excavated earth in layers and ram it well and consolidate the same after the completion of laying cables/ services work.

*[Handwritten Signature]*  
25  
2016

11. Under dig and restore road cutting permission, in case the RoA is not satisfied with the restoration work, the PIA shall have to deposit such additional amount as incurred by RoA in restoring the work to original condition on receiving written notice of such demand from competent authority of PIA.
12. The PIA shall take proper care not to damage surroundings during the execution of the work and will be responsible for any damage, leakage and uprooting of trees etc, if any.
13. If the RoA requires shifting of the cable services in future due to widening/improvement work of the road, then the PIA shall shift their cables' services at their own cost within 60 days of being intimated by this RoA in this regard. The maximum available period for such shifting is 90 days.

**8. Dispute Resolution:**

In case of any dispute arising between PIA & RoA regarding road digging and restoration, a committee comprising of Pr. U (M), PWD as chairman and E-in-Cs of all the three DMC's & Member of (DIB), as members shall resolve the dispute.



**Form of Security Deposit  
Bank Guarantee Bond**

WHEREAS, PIA (Name of Project Implementing Authority) has applied for Road Cutting Permission dated (Date) for the work (Name of work) (Hereafter called the work) and RoA (Name and division of Road Owning Authority) (Hereinafter called "the RoA-in-Charge") has agreed to grant them the Road Cutting Permission (Hereinafter called "the RCP") with certain terms and conditions.

KNOW ALL PEOPLE by registered that we (Name of Bank) having our registered office at (Address) (Hereinafter called the Bank) are bound unto the RoA-in-charge in the sum of Rs. (Rs. in words) for which payment well and truly to be made to the said RoA-in-Charge the Bank binds itself, his successors and \* ) for which these presents that we (Name of bank) having our assigns by these presents SEALED with the Common Seal of the said Bank this Day of 20, THE CONDITIONS of this obligation are

- (1) if, the PIA starts the work without carrying out Joint inspection of the site with RoA-in-charge or his authorized representatives.
- (2) if, the PIA fails to restore the services / adjoining areas such as (to) (apart), drains and other utilities that got damaged during road cutting / digging or road restoration by PIA.
- (3) If the PIA fails to make arrangement for necessary barricading and provide Caution boards etc during execution of the works.
- (4) If, the PIA fails to remove surplus earth/malba/unserviceable material within three days after laying of services.

We undertake to pay to the RoA-in-Charge either up to the above amount or part thereof upon receipt of his first written demand, without the RoA-in-Charge having to substantiate his demand, provided that in his demand the RoA-in-Charge will note that the amount claimed by him is due to him owing to the occurrence of one or any of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date after the application for RCP by the PIA. Any demand in respect of this Guarantee should reach the Bank not later than the above date

DATE..

SIGNATURE OF THE BANK

WITNESS..

Seal

(SIGNATURE, NAME AND ADDRESS)

Date to be worked out on the basis of time taken to complete the work plus 90 days

Ref to Online Road Cutting Permission: (i) Date: (ii) No. ....

To: (Name of the Project Implementing Agency)  
(Address of the Project Implementing Agency)

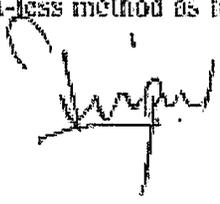
Sub: Online Permission for Road Cutting at .....

Ref to online Application for RCP: (i) Date: (ii) No. ....

With reference to your online application for road cutting vide above cited reference, online permission for road cutting under Dig and Deposit - Dig and Restore policy, is here by granted for your information and further necessary action and the same has been intimated to DCP (Traffic). This permission is subject to following terms and conditions

**Terms and Conditions.**

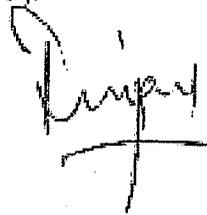
1. PIA as well as RoA shall ensure to get the Joint site inspection done within 3 working days upon receipt of information in this regard through portal generated SMS and / or e- mail. If joint site inspection couldn't be done on the so fixed date, due to holiday or some other reasons, the same shall be carried out on the next working date. In no case, work shall be started by PIA without joint inspection, failing which punitive action as mentioned in Standard Operating Procedure (SOP) will be taken and security deposit will be forfeited.
2. If, RoA raises any demand note in respect of security deposit and/or road restoration charges arising due to change in alignment, the same shall be deposited online within 3 working days of Issue of the demand note. PIA under dig and deposit road cutting permission shall not start actual cutting of road unless such additional demand are deposited by them.
3. In case, during Joint Site Inspection RoA observes Road cutting to be not feasible at all and rejects the site completely for cutting this online permission stands withdrawn w. e. f uploading of joint inspection report on the GSDI portal
4. The work shall be carried out as per the alignment approved during Joint site visit and as per direction of the concerned authority of RoA
5. During Road cutting and/or road restoration, the PIA shall follow all the mandatory requirements, provisions and guidelines to take care of traffic congestion and security/safety issues.
6. The work shall be carried out without disturbing the flow of traffic and the road should not be completely closed without getting prior approval from Traffic Police authorities.
7. The PIA shall make arrangement for necessary barricading and provide Caution Boards during the execution of work failing which the Road cutting permission will be cancelled and security deposit will be forfeited.
8. The work shall be carried out in such a manner so as not to affect or disturb any services coming along the work.
9. The PIA shall use trench-less method as far as possible, for crossing bituminous road surface of main road.



10. The PIA shall lay cables/service at least 15 meter below road surface. Later on if Road Owning Agency (ROA) decides to charge fees for usage of land and for the cable services laid then the Project Implementing Agency (PIA) shall be ready to pay such fee in future.
11. If the adjoining areas such as footpath, drains and other utilities are damaged during road digging/cutting or while laying/restoring the services, the PIA's shall be liable to restore the damage caused to the services/other utilities as per the existing specification at their own cost. In case PIA fails to restore the damaged part then the road owning agency shall have the right to forfeit the security deposit and also raise additional demand if required.
12. PIA under dig and restore road cutting permission, shall have to restore the road to the original condition by engaging the agency registered with CPWD, MHS, Railways, State PWD, MCD, DDA, L&FC or any Govt agencies.
13. PIA under dig and restore road cutting permission, shall engage competent IPQA agency from the approved panel of IPQA of Road owning agencies who shall oversee Road restoration work as per specification provided to PIA or existing road specifications and certify its quality, irrespective of length/width.
14. PIA shall mandatorily intimate actual start of road cutting to concerned RoA authorities prior to actual cutting of Road.
15. The timelines for road cutting shall be as submitted while applying for Road Cutting permission. In case, the PIA is unable to complete the work within the permission period, then they have to get it further extended from concerned RoA authorities as per revalidation policy as mentioned in Standard Operating Procedure (SOP).
16. The PIA shall install, from starting point of the work to its end point, the display boards showing Name of work, Agency, Name of the Department and Contact officer with their Telephone Number, etc.
17. The PIA shall intimate, before the start of work to MTNL, BSNL, DOIS, etc so that their services are not affected by the work. Existing services encountered in the course of the work shall be protected against the damage by the agency.
18. The PIA shall inform concerned officers of Gas Authority of India through Telephone, regarding road cutting before the actual start of work.
19. The PIA shall have to comply all applicable provisions as mentioned in Standard Operating Procedure (SOP).
20. All dismantled serviceable material shall be stacked properly by PIA along the sides of footpath and will become the property of the Road owning department.
21. PIA shall back fill all the trenches with excavated earth in layers and ram it well and consolidate the same after the completion of laying cables/services work.
22. Under dig and restore road cutting permission. In case, the RoA is not satisfied with the restoration work, the PIA shall have to deposit such additional amount as incurred by RoA in restoring the work to original condition upon receiving a notice of such demand from competent authority of PIA.
23. Excavated earth/ debris/unservicable material should not be dumped on the existing road. Back filling of trench and its surface dressing shall have to be done progressively during the execution of work and Surplus earth/malba/unservicable material to be removed simultaneously. It can either be used to filling low laying areas adjacent to road or shall be disposed off away from road following NGI guidelines and as per direction of RoA authorities. If PIA fails to remove surplus earth/malba/unservicable material within three days after laying of services, the same shall be removed by RoA and charging the expenditure to PIA at double the actual cost incurred towards, it which can be adjusted from their security deposit.

*[Handwritten Signature]*

24. The PIA shall take proper care not to damage surroundings during the execution of the work and will be responsible for any damage, leakage and uprooting of trees etc. if any.
25. If the RoA requires shifting of the cables/services in future due to widening/improvement work of the road, then the PIA shall shift their cables/services at their own cost within 60 days of intimation by RoA in this regard. The maximum available period for such shifting is 90 days.
26. PIA shall indemnify RoA against any mishap or accident occurring during digging and/or restoration works.
27. The PIA under dig and restore road cutting permission shall have to obtain a certificate from RoA for satisfactory completion of road restoration work by the agency engaged by him.
28. After the work for which PIA has been accorded permission is completed, PIA shall upload date of completion of cutting work on the portal. Restoration work shall be started within 48 hours and complete within the specified period by the PIA if the road cutting permission has been accorded under dig and restore policy.
29. Anything not covered in above terms and conditions shall be dealt as per provisions of Standard operating procedure (SOP).



: 1 :

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

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 15<sup>th</sup> November, 2016, which was published in Gazette of India on 16<sup>th</sup> 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 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.
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.

*Signature*

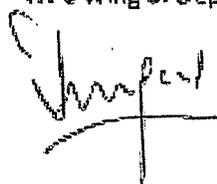
: 2 :

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

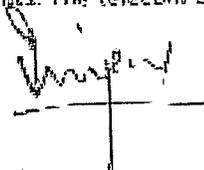
5. SDMC in its own capacity reserves the right to outrightly reject any application without assigning any reason.
7. The maximum height of any structural element installed with COW will be upto 30 mtr. above the ground level at any location
8. The COW shall be installed for the enhancement of mobile 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, panel, 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



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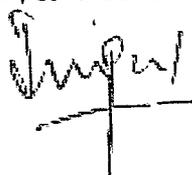
the individual location will be submitted along with the application for new towers in the Corporation and the SACFA clearance, when obtained will be submitted within 5 months of granting permission. The self-declaration in this regard will be submitted by the applicant. In case of existing mobile towers 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 hygiene 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, lightning 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 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 manufacturer of the Diesel Generator (DG) 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 do 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.

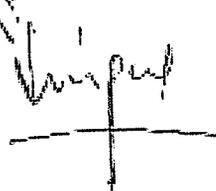
33. **Employees conduct:** The telecom company/service provider shall ensure that all persons employed behave in an orderly and disciplined manner and that the said employees are prohibited from carrying on any unfair activities, demonstrations in the vicinity of the site.
34. For dispute of any kind, 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) 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 7<sup>th</sup> 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 remains 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, 25<sup>th</sup> Floor, Dr.S.P.Mukherjee Civic Centre, Jaiwajhar 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, 15, 25 & 25 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/SP 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

*[Handwritten signature]*

5.	Grant of permission	Within 07 working days of completion of all formalities including deposit of advance monthly rents charges security deposit
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*Shree*

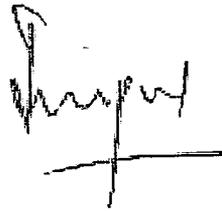
**CLARIFICATIONS WITH REFERENCE TO THE MEETING  
HELD ON 09.12.2019 UNDER THE CHAIRMANSHIP OF THE  
COMMISSIONER/SDMC REGARDING COW/MBTS**

S.No.	Suggestion of representatives of Telecom Company- Telecom Service Provider- Infrastructure Provider-IP-I	Reply-Remark
1.	Agreement be replaced with License Deed	Agreement has been replaced with Permission Letter
2.	At page 1 para 2 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
4.	In policy expression "monthly rent" be replaced with expression "Monthly License Fee"	Monthly Rental Charges is one of the form for payment
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 MUID rates.	No Change in para 3.
6.	In Para 2, the maximum area should be enhanced to 64 sqm.(8x8). Same should be subject to space availability.	No change in para 2.
7.	In para 25, after the word DPCC, Expression (If applicable) be added.	Already exists
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 SDMC	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

*Signature*

9.	Mandatory non-commercial signage may be allowed.	The telecom company/telecom service provider/infrastructure provider-(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.
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Sd/-  
Asstt. Commissioner [RPCell]  
SDMC



ON COMPANY LETTER HEAD

Date: \_\_\_\_\_

To

The Assistant Commissioner (RPC),  
South Delhi Municipal Corporation,  
25<sup>th</sup> floor, Dr. Shyam Prasad Mukherjee, Civic Centre  
New Delhi-110002

**SUB: 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 SDMC**

Sir,

1. I/We, the undersigned, have carefully examined the referred policy of SDMC 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 (Dept. of Telecommunication) vide notification dated 15<sup>th</sup> November, 2016, which was published in Gazette of India on 16<sup>th</sup> November, 2016.
2. I/We understand that SDMC 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 favor of COMMISSIONER/SDMC.

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

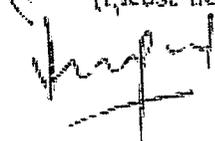
**'A'. LOCATION OF THE SPACE/SITE FOR INSTALLATION OF COW/MBTS.**

- 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 ✓)



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

- i. Copy of relevant license or registration certificate issued by the Deptn 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 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/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)

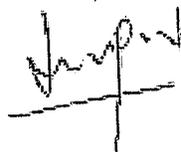
**NB: SDMC reserves the right to make any change in the Policy anytime for which the decision of the SDMC shall be final and binding on all. At the time of the submission of the application this undertaking shall be signed by the applicant and submitted along with the prescribed documents as proof of 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 there from. I/We agree to the allotment of space/site is being made on "as is where is basis" and accept all the terms and condition 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 15<sup>th</sup> November, 2016, which was published in Gazette of India on 16<sup>th</sup> November, 2016.

Seen and accepted.

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



**CLARIFICATIONS WITH REFERENCE TO THE MEETING  
HELD ON 09.12.2019 UNDER THE CHAIRMANSHIP OF THE  
COMMISSIONER/SDMC REGARDING COW/MBTS**

Sl. No.	Suggestion of representatives of Telecom Companies/Telecom Service Provider/Infrastructure Provider (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
4.	In policy expression "monthly rent" be replaced with expression "Monthly License fee"	Monthly Rental Charges is one of the form for payment
5.	In para 3, the monthly fee mentioned is too high and not feasible. We suggest that monthly fee should be interlocked as Rs.202/- sq.ft. to bring the fee at par with MoLD rates.	No Change in para 3
6.	In Para 2, the maximum area should be enhanced to 64 sqm.(8x8). Same should be subject to space availability.	No change in para 2
7.	In para 25, after the word DPCC, Expression (If applicable) be added	Already exists
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 SDMC	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.
9.	Mandatory non-commercial signage may be allowed	The telecom company/telecom service provider/infrastructure provider (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 (RFColl)  
SDMC

**SOUTH DELHI MUNICIPAL CORPORATION  
REMUNERATIVE PROJECT CELL**

No.

Dated

From:

The Commissioner,  
South Delhi Municipal Corporation,  
Dr. S.P.M. Civic Centre,  
J.L. Nehru Marg,  
New Delhi - 110 002

To

The Municipal Secretary,  
South Delhi Municipal Corporation,  
Dr. S.P.M. Civic Centre,  
J.L. Nehru Marg,  
New Delhi - 110 002

**Subject: Policy for permission of setting up Communication Cellular Mobile Towers on Wheels (COWs)/MBTS on lands not owned or managed by South Delhi Municipal Corporation (SDMC) within the jurisdiction of SDMC.**

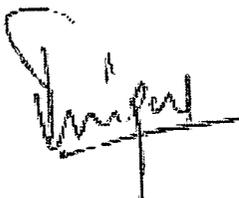
A proposal for permission of setting up Communication Cellular Mobile Towers on Wheels (COWs)/MBTS on lands owned or managed by SDMC was placed before the Corporation through Standing Committee and the same was approved by the Corporation vide its Resolution No.259 dated 04.01.2020.

However, it has come to know that a number of COWs/MBTS, within the jurisdiction of SDMC, are installed on lands not owned or managed by SDMC and SDMC is not earning any revenue from these COWs/MBTS.

In order to check COWs/MBTS installed on lands not owned or managed by SDMC there is need to frame a uniform policy, as follows:

**1. S.O.P.FOR GRANT OF PERMISSION**

Application for grant of permission will be submitted by the telecom service provider/infrastructure provider(IP-1) having valid license or Registration Certificate as the case may be, from the Deptt. of Telecommunication, Ministry of Communications, Govt. of India.



## 2. List of documents to be submitted along with application

- i. No Objection Certificate from the land owning agency/owner of the land
- ii. Copy of relevant license or copy of registration certificate issued by the Deptt. of Telecommunication, Govt. of India.
- iii. The telecom service provider/infrastructure provider(IP-I)will submit the plan and location plan of the COW/MBTS duly signed by the applicant. The Plan should include the extent of land required for establishment of the overground telegraph infrastructure for COW/MBTS. A self-declaration to submit certificate from Structural Engineer regarding the structural stability of COW/MBTS after installation of the same at the said location.
- 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, along with clearance of DPCC, if applicable
- vii. Self-declaration of SACFA Clearance, to be obtained within six months
- viii. The telecom service provider/infrastructure provider(IP-I)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/MBTS.
- x. 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.
- xi. Agreement with owner

## 3. PERMISSIBLE HEIGHT

The maximum height of any structural element installed i.e COW/MBTS will be upto 30 mtr. above the ground level at any location.

## 4. FEE STRUCTURE

A) Administrative charges = Rs. 10,000/- (Rs. Ten Thousand) per COW/MBTS. (NON-REFUNDABLE)

B) Charges will be @ Rs.10,000/- (Rupees Ten Thousand only) per month per site or Rs.1,00,000/- (Rupees One Lakh only) per annum excluding sharing. In case of sharing, 25% extra will be applicable per sharing in either mode of payment.



C) For COWs/MBTS 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 charges. If any COW/MBTS 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 charges. The charges as well as the penalty will be charged on monthly basis. For date of existence of COW/MBTS, 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 SDMC, in case of annual charges, the telecom service provider/infrastructure provider (IP-I) should submit entire amount of Rs.1,00,000/- in advance and in case of monthly charges the telecom service provider/infrastructure provider (IP-I) should submit three months advance charges which will be adjusted towards the charges for first three months. Thereafter, the telecom service provider/ infrastructure provider (IP-I) shall submit to the SDMC, the advance monthly charges for each site and other dues, if any, on or before 7<sup>th</sup> day of the month through online payment. Besides above, the telecom service provider/ infrastructure provider (IP-I) should submit two months charges i.e., Rs.20,000/- 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.

Non-payment of monthly 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.



## 5 DURATION OF PERMISSION PERIOD

The permission shall be for a maximum 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 charges will be charged 30 days after the date of issue of permission letter or the actual date of installation of COW/MBTS, whichever is earlier (in case of permission is sought for new site). However, after the initial period of 3 months, the telecom service provider/infrastructure provider (IP-I) can surrender the permission by giving one month advance notice in writing along with payment of the monthly charges for the notice period. On expiry of the said notice, the permission shall stand terminated/revoked. The monthly 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 SDMC.

Further, if the telecom service provider/ infrastructure provider (IP-I) need to operate the allotted land/space after completion of maximum period of three years then the telecom service provider/infrastructure provider (IP-I) can apply three months prior to expiry of three years period of the allotment and the request/ application of the telecom service provider/infrastructure provider (IP-I) will be treated as "AFRESH."

6. **ADVERTISEMENT RIGHT:** The telecom service provider/ Infrastructure provider (IP-I) shall not have any advertisement right at the site without written permission of the Commissioner/SDMC, however, the applicant may be permitted to install mandatory non-commercial signage only. In case the telecom service provider/ infrastructure provider (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 SDMC reserves the right to revoke the permission w.r.t. such site(s) without any notice/communication.

## 7. TIMELINES

S.No.	Action	Time frame
1.	Scrutiny of documents submitted by the telecom service provider/ infrastructure provider (IP-I)	Within 07 days of receipt of application
2.	Issuance of Letter of	Within next 07 days of

*[Handwritten Signature]*

Acceptance	scrutiny of documents and if documents submitted are found in order
3. Deposition of Advance Monthly Charges (equivalent to 03 months monthly charges)	Within 15 days of issuance of letter of acceptance
4. Grant of permission	Within 03 working days of completion of all formalities including deposition of advance monthly charges & security deposit.

### 8. DISPUTE:

In case of any dispute the jurisdiction of court will be Delhi only.

The proposal was sent to the Law Department for legal opinion and the Law Department in its note dated 24.09.2020, opined as under:

*"The proposal of the dept. appears legally in order. The factual accuracy be verified by the Deptt.."*

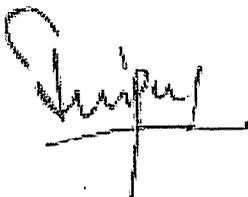
The proposal was also sent to Finance Department for concurrence and the Finance Department vide its note dated 24.09.2020 while agreeing in-principal to the department's proposal being revenue augmented, finance made certain observations. On the basis of record available the pointwise reply to the observations is as under:

S.No.	Observation	Reply
1.	Penalty clause in regard to Advertisement rights/ any other violation of scheme be incorporated	As stated in the proposal "The telecom service provider/ infrastructure provider (IP-I) shall not have any advertisement right at the site without written permission of the Commissioner/ SDMC, however, the applicant may be permitted to install mandatory non-commercial signage only. Yet, 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 SDMC reserves the

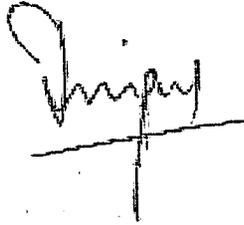


2.	It may be placed on record whether there is any revision of charges after completion of tenure of permission. If yes, then the clause to this effect may be incorporated in the scheme	<p>right to revoke the permission without any notice/communication.</p> <p>The permission shall be for a period of 3 (three) years from the date of issue of permission letter.</p> <p>The monthly 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 SDMC.</p> <p>Further, if the telecom service provider/ infrastructure provider (IP-I) need to operate the allotted land/space after completion of maximum period of Three years then the telecom service provider/ infrastructure provider(IP-I) can apply three months prior to expiry of Three years period of the allotment and the request/ application of the telecom service provider/infrastructure provider (IP-I) will be treated as "AFRESH."</p>
3.	Deptt. is advises that terminology of monthly rent scheme may be rechecked and a suitable terminology may be used.	As proposed by the Building Department and approved by the Standing Committee in respect of cell towers in the city, in the instant case also charges will be Rs.10,000/-per month or Rs.1,00,000/- per annum excluding sharing. In case of sharing 25% extra will be applicable per sharing in either mode of payment.

Further, as advised by Finance Department in its note dated 25.09.2020, necessary amendments have been made.



In view of all above, the proposal containing Policy for permission of setting up Communication Cellular Mobile Towers on Wheels (COWs)/MBTS on lands not owned and managed by South Delhi Municipal Corporation within the jurisdiction of SDMC, as stated above, may please be placed before the Corporation through Standing Committee for consideration and approval

A handwritten signature in black ink, appearing to be 'Shiraj', written over a horizontal line.

**Additional Commissioner(RPC)  
for Commissioner/SDMC**

SOUTH DELHI MUNICIPAL CORPORATION  
ENGINEERING DEPARTMENT

No. E-33/SE (Bldg)/HD/3004/455/etc Date: 28.08.2020

From

The Commissioner  
South Delhi Municipal Corporation  
9<sup>th</sup> Floor, Dr. SPM Civic Centre,  
New Delhi-110002.

To

The Municipal Secretary,  
South Delhi Municipal Corporation  
9<sup>th</sup> Floor, Dr. SPM Civic Centre,  
New Delhi-110002.

**Sub: Proposal for written permission to Cell Towers licensees.**

Sir,

The permission for cell towers are being given as per the terms and conditions agreed upon with the Cellular Operators Association of India vide the Settlement / Agreement dated 30.01.2017, in LPA No. 572/2017 titled MCD Vs Cellular Operators Association of India and Others (Annexure-A)

The existing fee was chargeable for a period of five years prospectively from 01.01.2015 and require re-consideration w.e.f. 1.1.2020. Accordingly, a proposal for written permission to Cell Towers licensees and to levy appropriate charges was prepared and vetted by Law and Finance Deptt.

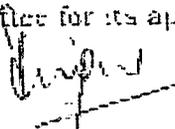
In view of above, the following charges for cell towers in city (RTT, GBT/GBM/RTP) may be considered as mentioned in the following:-

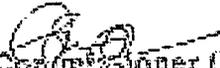
- 1 Rs. 10,000/- (Rs. Ten Thousand) per month or Rs. 1,00,000/- (Rs. One lakh) per annum, excluding sharing. In case of sharing, 25% extra will be applicable per sharing in either mode of payment
- 2 The height of the Pole sites per operator has been taken up to 12m in the Settlement / Agreement dated 30.01.2017, which is almost same as most of the Cell Towers installed. So, the same charges as per Sl.No 1 above may be charged for pole sites. Which is Rs. 10,000/- (Rs. Ten Thousand) per month or Rs. 1,00,000/- (Rs. One lakh) per annum, excluding sharing. In case of sharing, 25% extra will be applicable per sharing in either mode of payment.

Every application shall be accompanied with a onetime fee of Rs. 10,000/- to meet administrative expenses for examination of the application and the proposed work in addition to the charges notified above.

The remaining terms and conditions of the existing policy shall remain unchanged.

In view of the above, the proposal of grant of written permission to cell tower under the jurisdiction of South DMC is placed before the Corporation through Standing Committee for its approval.



  
Additional Commissioner (Engg.)  
For Commissioner, South DMC

**SOUTH DELHI MUNICIPAL CORPORATION  
REMUNERATIVE PROJECT CELL**

No.

Dated

From:

The Commissioner,  
South Delhi Municipal Corporation,  
Dr. S.P.M. Civic Centre,  
J.L. Nehru Marg,  
New Delhi - 110 002

To

The Municipal Secretary,  
South Delhi Municipal Corporation,  
Dr. S.P.M. Civic Centre,  
J.L. Nehru Marg,  
New Delhi - 110 002

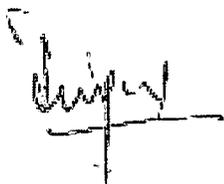
**Subject :- Policy for Permission for installation of Mobile Towers on land/properties owned and managed by South Delhi Municipal Corporation in jurisdiction of SDMC**

A Policy for permission of setting up Communication Cellular Mobile Towers on Wheels (COWs)/MBTS in South Delhi Municipal Corporation areas has already been approved by the Corporation vide its Resolution No. 239 dated 04.01.2020. This Policy has enabled the Corporation to permit and regularize the Communication Cellular Mobile Towers on Wheels/MBTS and also laid a foundation to generate revenue for the Corporation. Since adoption of Policy Corporation has earned revenue to the tune of Rs.5.00 crores approx. despite lockdown.

Similarly, to check and facilitate Mobile Towers installed on public land a uniform policy is required to be introduced for existing and new Mobile Towers on Public Land within the jurisdiction of SDMC. Accordingly on the basis of already approved terms & conditions for COW/MBTS, the policy and terms & conditions for Mobile Towers on public land/buildings within the jurisdiction of SDMC are framed hereunder:

**POLICY**

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 15<sup>th</sup> November, 2016, which was published in the state gazette on 16<sup>th</sup> November, 2016.

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 Government and conditions governing the license under section 430 of the DMCA Act, 1957.

The communication and connectivity infrastructure i.e., Mobile Towers 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).

### 1. Terms & 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 Towers 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 SDMC.
4. SDMC 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, TRA1, 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 SDMC staff as well as the representative from telecom service provider/infrastructure provider(IP-I) and the decision of the SDMC will prevail.

Mobile Towers can be installed at the following places :-

- a) Public places
- b) Markets,

*[Handwritten signature]*

- c) Parks,
- d) On Road sides,
- e) Parking areas
- f) Open spaces within Departments premises
- g) Public buildings, toilets, U.C. Community Halls etc.
- h) Any properties owned or managed by SDMC
- i) Any other place as deemed fit by SDMC

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 'i' above) and representative from the respective telecom service provider/infrastructure provider(IP-I).

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 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 SDMC 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 SDMC 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 re-location of the already allotted site in case of any need as may be deemed appropriate by the department.
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, gazettes 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 SDMC 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 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

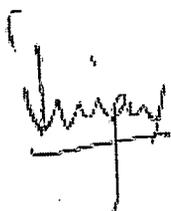
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SACTA clearance acknowledged by W.P. Wing of Department of Telecommunication Govt. of India with registration number for the individual location will be submitted along with the application for new towers in the department and the SACTA clearance when 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 SACTA clearance, wherever available, will be submitted along with the application to 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 SDMC. 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 SDMC 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 SDMC 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 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 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 SDMC 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 SDMC 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/SDMC. 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 SDMC reserves the right to revoke the permission w.r.t. such site(s) without any notice/ communication.

*Signature*

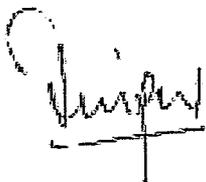
22. Compliance with the Law: The site and the tower shall be constructed in order to conform to every applicable requirement, regulation or constituted authority or the requirements of the carriers of the services to be provided at the sites. The telecom service provider/infrastructure provider(IP-I) shall bear cost and expense at all times during the term thereof properly 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 also regulations of the Delhi Fire department. The telecom service provider/infrastructure provider(IP-I) 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 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 DPCC, 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 existing before issue of this Policy, 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 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 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 shall expire with efflux of time. The monthly rental charges will be charged 30 days after the date of issue of permission letter or the 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, provident funds 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 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, PFI Act, Workmen's Compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel.
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.

## II. FEE STRUCTURE:-

- A) Administrative charges = Rs. 10,000/- (Rs. Ten Thousand) per Mobile Towers (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 SDMC, 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 S.O. in the advance monthly rental charges per month for each site and other dues, if any, on or before 7<sup>th</sup> day of the month through online payments.

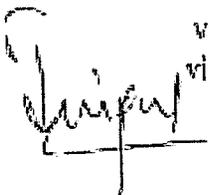
Non-payment of monthly rental charges and other dues within the prescribed time will constitute breach of the terms of permission and shall render the permission liable to be revoked. Besides, the telecom service provider/infrastructure provider (IP-I) shall pay an interest of 15% per annum on the amounts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

#### List of documents to be submitted along with application

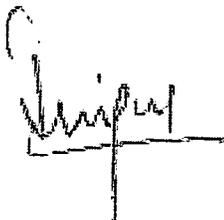
- i. Copy of relevant license or copy of registration certificate issued by the Dept. of Telecommunication, Govt. of India
- ii. The telecom service provider/infrastructure provider (IP-I) will submit the plan and location plan of the Mobile Towers duly signed by the applicant and the Structural Engineer. The Plan should include the extent of land required for establishment of the Mobile Towers.
- iii. Structural stability 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. (RIESES), 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 (DG) 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 Sl No. 13, 16, 25 & 26 above.



- x. The telecom service provider/infrastructure provider(IP-1) submit an indemnity bond indemnifying the SMM to keep harmless from all losses/damage etc.
- x. Certification of the technical design by a structural engineer attesting to the structural safety of the overground telegraph infrastructure of Midge Towers.
- xi. Declaration/Undertaking on Company's letter head declaring to mention that they have gone through and understand 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 there from. 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 15<sup>th</sup> November, 2016, which was published in Gazette of India on 16<sup>th</sup> November, 2016.
- xii. The names and contact details of the employees of the telecom service provider/infrastructure provider(IP-1) for the purposes of communication in regard to the application made:

#### IV. TIMELINES

S.No.	Action	Time frame
1.	Scrutiny of documents submitted by the telecom service provider/infrastructure provider (IP-1)	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 service provider/ infrastructure provider(IP-1)	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 issuance of letter of acceptance
5.	Grant of permission	Within 03 working days of completion of all formalities including deposition



		of advance monthly rental charges security deposit
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The above proposal was sent to Law Department and the Law Department in its note dated 05.10.2020 has opined that "...The proposal of the Deptt. appears legally in order. The Deptt. shall ensure that this has been attempted in line with the provisions of ROW Rules 2016."

The proposal was also sent to Finance Department for concurrence and the Finance Department vide its note dated 24.09.2020 while agreeing in-principal to the department's proposal being revenue augmented, finance made certain observations. On the basis of record available the pointwise reply to the observations is as under:

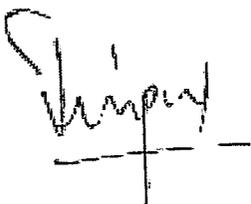
S.No.	Observation	Reply
1.	Penalty clause in regard to Advertisement rights/ any other violation of scheme be incorporated	As stated in the proposal "The telecom service provider/ infrastructure provider (IP-I) shall not have any advertisement right at the site without written permission of the Commissioner/ SDMC, however, the applicant may be permitted to install mandatory non-commercial signage only. * Yet, 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 SDMC reserves the right to revoke the permission w.r.t. such site(s) without any notice/ communication.
2	Reason for considering the tenure of permission for 5 years instead of 3 years in clause no.4 of Terms & conditions may be elaborated	Since mobile tower is a permanent structure, the tenure of permission has been taken as 5 years as in the case of permission for mobile towers being according by the Building Department.
3	It may be placed on record whether there is any revision of charges after completion of tenure of permission. If yes, then the clause to this effect may	It is already mentioned in Clause 3 of Terms & conditions that: <i>the monthly rental charges for the lang spare allotted will be enhanced after</i>

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	<p>be incorporated in the scheme</p>	<p>every three years @ 8% p. annum compounding on year basis. Besides, the revision rates will be within the absolute discretion of the SDMC.</p> <p>It is also mentioned in Clause 4 of terms &amp; conditions that "In the telecomm service provider/infrastructure provider (IP-I) need to operate the allotted land/space after completion of maximum period of five years then the 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."</p>
4.	<p>Deptt. is advised that terminology of monthly rent scheme may be rechecked and a suitable terminology may be used.</p>	<p>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.)</p>

Further, as advised by Finance Department in its note dated 25.09.2020, 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.



Additional Commissioner(RPC)  
for Commissioner/SDMC



Shreesh Kanthcorp <shreesh@kanthcorp.c

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**Document on behalf of R1 - DB Block RWA Hari Nagar vs SDMC & Ors.**

1 message

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**Shreesh Kanthcorp** <shreesh@kanthcorp.com>  
To: kaushikh1993@gmail.com

Tue, Nov 9, 2021 at 7:15

Dear sir,

As directed by the Hon'ble Court on 09.11.2021, please find attached the policy for Cell Tower installation followed by the SDMC.

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Regards

*Shreesh Chadha*

*Advocate, Office of Mr. Gaurang Kanth (Standing Counsel, SDMC)*

*Counsel for Respondent No. 1*

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 **POLICY -SDMC WPC 12547 of 2021.pdf**  
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