



उत्तर प्रदेश UTTAR PRADESH

CR 349998

AGREEMENT

This Agreement is executed at Moradabad on 26th day of May 2016

BY AND BETWEEN

Reliance Jio Infocomm Limited (RJIL), a company incorporated under the provisions of the Indian Companies Act, 1956, and having its registered office at 9th Floor, Maker Chambers IV, 22nd, Nariman Point, Mumbai 400 021 and having its regional office at 4th Floor, Abhikarm Complex, 2-7, Nisyam Kunj, Civil Lines, Meerut, Uttar Pradesh represented herein by its authorized signatory Mr. Mohan Yadav S/o Sh. Late. Shri Yadram Singh (hereinafter referred to as "RJIL", which expression shall mean and include its successors, associate companies, subsidiaries, affiliates and/or assigns) of the FIRST PART

AND

TEERTHANKER MAHAVEER UNIVERSITY, MORADABAD (PAN No. AAAAT6939Q), established by U.P. State Act (No.-30) of 2008 and having its registered office at Delhi Road, Moradabad, Uttar Pradesh, represented herein by its authorized signatory Mr. Devadash Sharma S/o Sh. Harish Sharma (hereinafter referred to as the "Second Party" which expression



रिवाज रिपोर्ट 5-मार्च-16

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shall mean and include its successors in business, legal representatives, administrators and assigns) of the **SECOND PART**

WHEREAS

- A. RJIL is the holder of Unified License (All services except GMPS) for service areas *vide* License No. 20-401/2013 (AS-1) dated 21.10.2013 under Section 4(ii) of the Indian Telegraph Act, 1885 granted by the Government of India through the Department of Telecommunications (DoT)
- B. The Second Party has represented to RJIL that it is the lawful owner and is in possession of the premises, namely Teerthanker Mahaveer University, situated at Delhi Road, Moradabad, 244001, Uttar Pradesh, (hereinafter "**the Premises**")
- C. The Second Party hereby permits RJIL to occupy and use the space provided in the Premises to provide various telecommunication services as per the terms and conditions mentioned hereunder

NOW THIS AGREEMENT WITNESSETH AS UNDER

1. RIGHTS GRANTED

- 1.1. RJIL is hereby granted rights and permissions by the Second Party to occupy and use the demarked room measuring 100 Sq. Ft. in the Premises, including any future additional locations with prior permission in writing by second party, to install, commission, operate and maintain various telecom equipment, as well as to use the specified common areas, ducts, roof tops, etc. to lay, repair and maintain various cables, and all activities related thereto, during the entire Term mentioned in Clause 2, in order to provide various telecommunication services, as per the Unified License referred in Clause A, to RJIL Customers (hereinafter referred to as "**Customers**").

2. TERM

- 2.1. The term of this Agreement shall be for 05 years from the date of signing of this Agreement ("**initial term**"). The Agreement shall be renewable with mutual consent for a term as may be decided /agreed upon by both the parties and the Parties shall execute a separate Agreement on same terms and conditions to record the renewal of the Agreement.

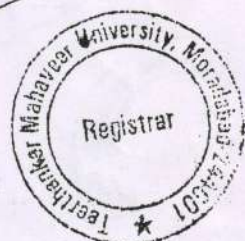
3. RIGHTS AND OBLIGATIONS OF RJIL

- 3.1.1. To install, commission, operate and maintain telecom equipment, including but not limited to laying of cables, at the locations in the Premises and at any additional locations as per feasibility and requirement of RJIL in future (hereinafter referred to as "**Site Locations**") with due written permission of second party.
- 3.2. To provide various telecommunication services in compliance with the terms and conditions of Unified License referred in Clause A, as well as per guidelines issued by various Government and Regulatory Authorities, and other applicable laws
- 3.3. To restrict or suspend access to its telecommunication services in order to carry out testing, technical repair, maintenance, upgrade, or for any other reason at RJIL's sole discretion.

Mohan Yadav



[Signature]



- 3.4. To be the provider of its Wi-Fi services through any telecom equipment installed at the Premises
- 3.5. To ensure that all damages to be repaired which is done in lieu of equipment installation.
- 3.6. To determine special Pricing and Tariff planning of telecommunication services availed by Customers/students/staff in consultation with Second party.
- 3.7. Introductory offer by Reliance Jio dt May 12, 2016 annexed, will be the part of this agreement.

4. RIGHTS AND OBLIGATIONS OF SECOND PARTY

- 4.1. To provide RJIL with space at the Site Locations in the Premises and a conducive operating environment (secure, uninterrupted, ventilated and moisture free) for the telecom equipment, and grant right of way in the Premises to install its telecom equipments for Wi-Fi deployment, including but not limited to laying of cables.
- 4.2. To permit RJIL and its authorized personnel the right to use the common areas, stairways, ducts, passages and roof tops to carry out installation, testing, repair and maintenance activities
- 4.3. To care of telecom equipment and any other assets deployed by RJIL at the Site Locations from any intentional damage or theft, however for proper security & safety arrangements of any / all assets deployed by first party. The security arrangement shall be provided by first party and second party shall not be responsible for any damage / theft of assets of first party. First party shall take insurance cover for its own equipments.
- 4.4. To not claim any retention right, preferential claim or lien (or any other similar right), through itself or through any other person/entity acting under the Second Party, on the telecom equipment (including but not limited to cables, ducts, switches, routers, poles) installed by RJIL within the Premises, and to not interrupt the space occupied by RJIL during the subsistence of this agreement provided first party regularly full fill its obligations to second party.
- 4.5. To inform RJIL, at least 60 (Sixty) days in advance, of any decision by Second Party to dispose, assign or transfer its rights/interests in the Premises or part thereof to any person/party, during the subsistence of this Agreement or any extended period thereof, along with a confirmation in writing by the purchaser/transferee/assignee that the terms of this Agreement shall be binding upon such purchaser/transferee/assignee, and subsequently arranging for a novation agreement signed by the purchaser/transferee/assignee, if required by RJIL
- 4.6. To provide an alternate space(s), in case of alteration, structural changes or renovation of the Premises by the Second Party, with an advance notice of at least 30 (Thirty) days, to RJIL to re-install the telecom equipment and other assets
- 4.7. To permit RJIL to list and promote the Premises as an available telecommunication services location on RJIL's website or through any other means
To provide space to RJIL within the Premises for setting up kiosks, banners, posters, standees, etc. for creating awareness about RJIL's products and services, and to all allow RJIL and its authorized personnel to carry out marketing and promotional activities

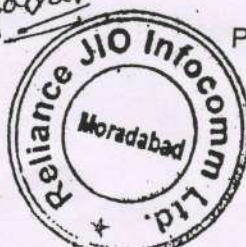


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- through setting up helpdesks, organizing demo camps or road shows, within the Premises, from time to time with prior consent from second party.
- 4.8. To not resell any of RJIL's telecommunication services or enable access to the said services to any third party apart from RJIL's Customers
- 4.9. That the Second Party being the authorized signatory on behalf of Governing body of the Second Party, to allow RJIL for installation of telecom equipment and provisioning of telecom services of RJIL and hereby confirms that the authorized signatory who executes this Agreement has necessary powers and is duly authorized to sign such Agreements.
5. **PERMISSION AND ACCESS**
- 5.1. The Second Party shall provide access to the maintenance team, employees and any authorized representatives of RJIL, upon intimation to the representative of the Second Party, at any time on a 24 x 7 basis, 365 days a year, for the purpose of carrying out any installation, upgrade, repair and day to day maintenance of the telecom equipment, in accordance to Second party norms as laid there time to time.
6. **ELECTRICITY CHARGES**
- 6.1. The Second Party shall provide the First Party, electricity sub-meter(s) including cabling from main point to sub meter, with power back-up and the first Party shall pay electricity charges to the Second Party on a monthly basis for units consumed by the first Party as per the reading shown in the sub-meter provided for the purpose upon invoice being raised by the Second Party as per the prevailing rates fixed by the second party for commercial usage at present @ Rs. 10 /- per unit till further change.
7. **INDEMNIFICATION**
- 7.1. RJIL shall indemnify and keep indemnified the Second Party against any actions, claims, proceedings, losses, which the Second Party may suffer due to any act or omission of RJIL in complying with rules and regulations of the Municipal/Local authorities in connection with the installation of its telecom equipment in the Premises
- 7.2. The Second Party shall indemnify and keep indemnified RJIL against any actions, claims, proceedings, losses, which RJIL may suffer (i) due to any act or omission of the Second Party in complying with the rules and regulations of Municipal/Local authorities, non-payment of any taxes, levies, etc. with respect to the Premises (ii) on account of any defect in title of the Second Party with respect to the Premises (iii) any liability for any commitment made by the Second Party to a RJIL's Customer(s) (iv) any tax, interest, penalty claims, etc. due to non-deduction/short-deduction of tax at source by RJIL from an amount paid / credited to the Second Party, if any, under this Agreement
8. **TERMINATION**
- 8.1. Both parties shall have the right to terminate this Agreement at any point of time by giving 60 (Sixty) days' notice in writing to other Party. Upon the expiry of the aforesaid 60 (Sixty) days from the date of notice, this Agreement shall stand terminated.
- 8.2. In the event of termination, RJIL shall have all rights to dismantle, remove and take away all the installed telecom equipment (including but not limited to cables, ducts, switches,

Mehar Yadav



[Signature]



routers, poles) installed by RJIL within the Premises during the tenure of this Agreement without any let, hindrance or objections, whatsoever from the Second Party but first party will make good all civil, mechanical, electrical damages to second party due to dismantle of equipment, cable or anything. The Second Party shall not have any kind of lien or charge or encumbrance over the telecom equipment and other assets installed by RJIL at the Premises

9. LIMITATION OF LIABILITY

9.1. Neither Party shall be liable to the other for any indirect losses, punitive, special damages, consequential loss, damage, economic loss, be it in tort, contract or otherwise, including loss of profits even if the parties are advised of the possibility thereof

10. GOVERNING LAW & JURISDICTION

10.1. The provisions of this Agreement and the rights and obligations of the Parties under or arising out of this Agreement shall be governed by, construed and enforced in accordance with the laws of India and the Courts of Moradabad shall have exclusive jurisdiction over the matters relating to or arising from this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day, month and year mentioned herein first

Signed & Delivered by the within name **THE FIRST PART**
through its duly authorized signatory
RELIANCE JIO INFOCOMM LIMITED

(Mohar Yadav)



Signed & Delivered by the within name **THE SECOND PART**
through its duly authorized signatory

Mr. [Signature]



WITNESS:

1. Ravi Shankar Singh

2. Lavu

Appendix A

List of Site Locations for installation of Telecom Equipment:

- 1.
- 2.
- 3.
- 4.
- 5.

