

उत्तर प्रदेश UTTAR PRADESH

DS 889305

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विवेक गार्ग

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सं न० ३२२ काय
सं न० को अवधि 31/3 2018
गम्य निवेता

उशोफ अमर

AGREEMENT

This Agreement is executed at Ghaziabad on 08 day of NOV 2017

BY AND BETWEEN

Reliance Jio Infocomm Limited (RJIL), a company incorporated under the provision of the Indian Companies Act, 1956, and having its registered office at 9th Floor, Maker Chambers IV, 222, Nariman Point, Mumbai 400 021 (hereinafter referred to as "RJIL", which expression shall mean and include its successors, associate companies, subsidiaries, affiliated and/or assign) of the FIRST PART.

AND

VIVEK GARG

(PAN NO. AHMPG1825C)

_____ residing/having registered address at Party", which expression shall mean and include its successors in business, heirs, legal representatives, nominees, executors, administrators and assigns, wherever the context applies) of the SECOND PART.

WHEREAS

- A. RJIL is the holder of Unified License for all 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 Indian through the Department of Telecommunication (DOT).
- B. The Second Party has represented to RJIL that Second Party is the lawful owner and is in possession of the premises, namely R-6/5 Raj Nagar Ghaziabad. (hereinafter "The Premises").
- C. The Second Party hereby permits RJIL to occupy and use the space provide at various locations 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 exclusive rights, and permissions by the Second Party to occupy and use the earmarked space(s) in the Premises, including any future additional locations, permission and right to erect poles at the terrace or roof top of the Premises, to install, commission, operate and maintain various telecom equipment, as well as to use, access the 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 granted to it by DOT, to RJIL Customers (hereinafter referred to as "Customers"). The list of telecom equipment(s) installed from time to time shall be as mentioned in Appendix A.

2. TERM

[Signature]

- 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 automatically renewable after the expiry of the initial term for a term equivalent to the initial term and the Parties shall executed a separate Agreement on same terms and conditions to record the renewal of the Agreement.

3. FINANCIAL TERMS

- 3.1 RJIL shall pay to the Second Party a fee of Rs. 2000/- (Rupees Two Thousand only) per month. The fee shall be paid monthly on or before the 10th day of each English Calendar month in advance subject to an escalation of NA % on the last paid Fee amount after every NA years. The payment of Fee shall commence from Site Radiation Date. The monthly Fee to be paid by RJIL shall be made only by a separate Cheque/DD/ECS/RTGS in the favour of VIVEK GARY.

- 3.2 The fee shall be inclusive of all maintenance charges levied by the Second Party or any other tax or cess levied by government. Further the fee shall be payable subject to deduction of tax at source as per the provisions of the Income Tax Act. Service tax, if applicable, shall be additionally payable by RJIL upon receipt of service tax compliant invoice from Second Party.

4. RIGHT AND OBLIGATIONS OF RJIL

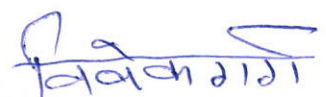
- 4.1 To install, commission, operate and maintain telecom equipment, poles, including but not limited to laying of cables, at the roof top, terrace or locations in the premises and at any additional locations as per feasibility and requirement of RJIL in future (hereinafter referred to as "Site Locations").
- 4.2 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.
- 4.3 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.
- 4.4 To determine Pricing and Tariff planning of telecommunication service availed by customers, and any change therein
- 4.5 To address the queries and concerns of the Customers about the telecommunication services.
- 4.6 To retain ownership and control of all Digital spaces, customer details mad usage information, including but not limited to Landing Page(s), Login Flow Page(s) and RJIL website(s),
- 4.7 To be the exclusive provider of telecommunication services through any telecom equipment(s) being installed at the Premises.

Radhika

- 4.8 To assign or transfer the rights and obligations under this Agreement in favour of any of its associate companies, subsidiaries or affiliates, or any other person(s) or entity(ies) with a written intimation to the Second Party. Affiliates shall mean any person directly or indirectly controlling, controlled by or under direct or indirect common control with RJIL.

5. RIGHT AND OBLIGATIONS OF SECOND PARTY

- 5.1 To provide exclusive permission to RJIL, with space at the Site Locations in the Premises and conducive operating environment (secure, uninterrupted, ventilated and moisture free) for the telecom equipment, and grant right of way, access rights in the Premises to install its telecom equipment, including but not limited to laying of cables, erecting poles at the roof top, or terrace.
- 5.2 To permit RJIL and its authorised personnel the right to use the common areas, stairways, ducts, passages and roof tops to carry out installation, testing, repair and maintenance activities.
- 5.3 To ensure the safety and security of the telecom equipment and any other assets deployed by RJIL. In the event of any theft, loss, or damage to the said equipment, the extent of financial loss shall be recovered from the Second Party, and RJIL shall raise a debit note towards such loss, and the same shall be adjusted towards the amount payable to the Second Party.
- 5.4 To not claim any retention right, preferential claim or lien (or any other similar right), through itself or through any other person/entity actin 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.
- 5.5 To inform RJIL, at least 60 (Sixty) days in advance, of any decision by Second Party to dispose, assign or transfer its right/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 purchase/transferee/assignee that the terms of this Agreement shall be binding upon such purchase/transferee/assignee, and subsequently arranging for a novation agreement signed by the purchaser/transferee/assignee, if required by RJIL.
- 5.6 To provide an alternate space(s), in case of alteration, structural changes or renovation of the Premises, with an advance notice of at least 30 (thirty) days, to RJIL to re-install the telecom equipment and other assets.
- 5.7 To permit RJIL to list and promote the Premises as an available telecommunication services location on RJIL's website or through any other means.
- 5.8 To provide space to RJIL within the Premises for setting up kiosks, banners, posters, standees, etc. to create awareness about RJIL's products and services, and to all allow RJIL and its authorized personnel to carry out marketing and promotional activities through setting up helpdesks, organizing demo camps or road shows, with the premises, from time to time with prior intimation to the Second Party by RJIL.



5.9 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.

5.10 That individual who has executed this Agreement as the authorized signatory of the Second Party is duly authorized on behalf of the Second Party, to record the grant of and or granting the permissions, and right for installation of telecom equipment and for provisioning of telecom services of RJIL and it is hereby further confirmed that the authorized signatory who executes this Agreement has necessary powers and is duly authorized to sign such Agreements.

6. PERMISSION AND ACCESS

6.1 The Second Party shall provide access to the maintenance team, employees, associate companies, affiliates, 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, poles installed etc. as required

7. ELECTRICITY CHARGES

7.1 The Second Party shall provide uninterrupted power supply with back-up to RJIL for operating its telecom equipment(s), on actual basis prevailing rate of the authority for party will be reimburse on monthly basis.

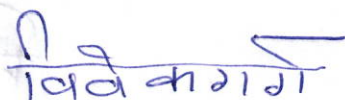
8. INDEMNIFICATION

8.1 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 regulation of the Municipal/Local authorities in connection with the installation of its telecom equipment in the Premises.

8.2 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 Customers(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.

9. TERMINATION

9.1 RJIL shall have the right to terminate this Agreement by giving 60 (Sixty) days' notice in writing to the Second Party. Upon the expiry of the aforesaid 60 (Sixty) days from the date of notice, this Agreement shall stand terminated. The Second Party shall not have any right to terminate this Agreement during the entire Term mentioned in clauses 2



9.2 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, 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. 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.

10. CONFIDENTIALITY

10.1 During the term of this Agreement, each Party may provide to other Party proprietary and confidential information that it considers essential for the conduct of this arrangement. Each Party agrees to hold proprietary and confidential information of the other Party in confidence and to protect it against disclosure to the public and third parties and shall continue for period of 3 (three) years from the date of termination or expiry of this Agreement. The Second Party shall keep all financial information or the consideration / charges, if any paid or payable by RJIL as confidential and shall not be disclosed to any third parties except where the disclosure required to be made before any government, judicial or quasi-judicial authorities to the extent required under law.

11. LIMITATION OF LIABILITY


11.1 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.

12. FORCE MAJEURE

12.1 Notwithstanding anything contained anywhere in the Agreement, if at any time during the continuance of the Agreement, the Premises or any part thereof be destroyed or damaged by fire, earthquake, tempest or other Act of God or by riot, war, or any irresistible force, so as to become unfit for use for the purpose for which it was provided, RJIL shall be at the option to terminate the Agreement immediately, but in the event of RJIL desiring to continue the permission for use, RJIL shall vacate the whole or such portion of the Premises as may be required to enable the Second Party to repair to its former state of condition. In case the Second Party fails to take the necessary remedial steps within the reasonable time so as to make the control Room/Premises usable for RJIL, RJIL may in its sole discretion and option shall be free to carry out such repairs at the first instance at the cost and expenses of the Second Party and later recover/ adjust the costs and expenses from the Second Party. It is clarified that RJIL shall not be obliged to make any payments during the subsisting of any Force Majeure events.

13. GOVERNING LAW & JURISDICTION

13.1 The provisions of this Agreement and the rights and obligation 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 _____ shall have exclusive jurisdiction over the matters relating to or arising from this Agreement.

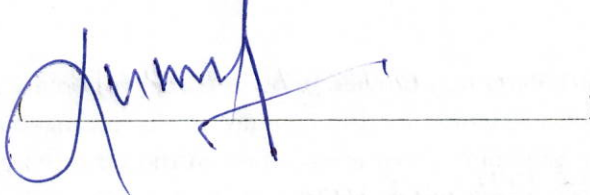


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day, month and year mentioned herein first.

Signed & Delivered by within name **THE FIRST PART**

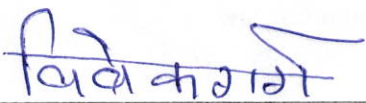
through its duly authorized signatory

RELIANCE JIO INFOCOMM LIMITED

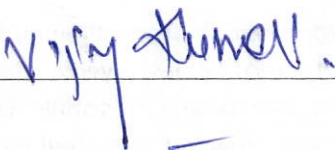


Signed & Delivered by the within name **THE SECOND PART**

through its duly authorized signatory

Mr. 

WITNESS:

1. 

2. 