



उत्तर प्रदेश **UTTAR PRADESH**

AGREEMENT

DW 729940

This Agreement is executed at **Kanpur** on this 21st day of September, 2017.

BY AND BETWEEN

Reliance Jio Infocomm Limited (RJIL), (PAN No. AABCI6363G), a company incorporated under the provisions of the Indian Companies Act, 1956 and having its registered office at 9th Floor, Maker Chambers IV, 222, Nariman Point, Mumbai 400021, and regional office at GF, 1st & 2nd Floor Solitare, C-B Rafi Ahmad Kidwai Nagar, Opp- Fun Republic Mall, Gomti Nagar, Lucknow 226010, through its authorized signatory **Mr. Ankur Srivastava S/o. Anil Srivastava**, aged about **31 years** (hereinafter referred to as "**RJIL**", which expression shall mean and include its successors, associate companies, subsidiaries, affiliates and assigns) of the **FIRST PART**.

M.N. Srivastava
Advocate


AND

Harcourt Butler Technical University (PAN No. AAALH0730N), Nawabganj, Kanpur, 208002 (Formerly HBTI), an educational University, managed and controlled by **Government of Uttar Pradesh**, represented herein by the **Finance Controller** and duly authorized signatory **Mr. Rajesh Singh**, Son of **Shri S.P. Singh**, aged about **52 Year**, (hereinafter referred to as "**SECOND PARTY**", which shall mean and include its successors in business, legal representatives, nominees, executors, 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

For Reliance Jio Infocomm Limited


Authorized Signatory
22/09/17




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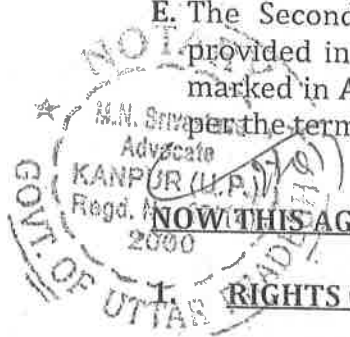
through the Department of Telecommunications (DoT), to establish, operate and maintain telecommunication networks and telecommunication services and is engaged in the business of providing broadband internet services and other allied services on a pan-India basis.

B. For the aforesaid purpose, RJIL is required to set up a transmission mast (GBM) and other related equipment's on the ground for which RJIL is desirous of using a portion of the Plot / Larger Land/ Stretch of Land for operation and maintenance of single or multiple transmission mast and other related equipment's, with RCC foundation, prefabricated equipment shelters, earthing connections to antennae and equipment's laying of cables, lightening arrestors and aviation lamps, necessary cabling and power connectivity to the equipment's, space for installing electric meter, batteries and power connectivity etc., together with the right to dig trenches, manholes, ducts etc. cabling, ducting, flooring activities, earth pits, manholes, gutters, chambers, to lay optical fiber duct and other cables, install and operate a standby diesel generator or any other source of producing energy, if required.

C. The Second Party has represented to RJIL that State Govt. of Uttar Pradesh is the lawful owner of the Plot / Larger Land/ Stretch of Land, namely **Harcourt Butler Technical University, Nawabganj, Kanpur, 208002 (Formerly HBTI)**, (hereinafter "**the University Campus**") and is managed and controlled by the Second Party and the same is free from all sorts of restrictive covenants, claims, encumbrances, charges, mortgages, liens whatsoever and the same is not the subject matter of any pending or threatened litigation, governmental investigation or any land acquisition proceedings.

D. The Second Party has all requisite power and authority to execute, deliver and perform its obligations under this Agreement and has been fully authorized to do so.

E. The Second Party hereby permits RJIL to occupy and use the space provided in the University Campus for installation of four (Four) GBM as marked in **Appendix- A**, 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 University Campus, including any future additional locations, the details of which are as mentioned in Appendix A, to install, commission, operate and maintain

For Reliance Jio Intocomm Limited

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various telecom equipment, as well as to use 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 referred in Clause A, to RJIL Customers (hereinafter referred to as "Customers"). The details of all equipment installed or any additional equipment from time to time shall be incorporated in Appendix A, by way of a separate sheet signed by both parties or on intimation by RJIL, which shall form a part of this Agreement.

2. TENURE AND FINANCIAL TERMS


- 2.1. The term of this Agreement shall be for **15 (Fifteen) Years with a lock-in period of 05 (Five) years** applicable on the Second Party only, from the date of signing of this Agreement ("initial term"). This agreement shall be mutually renewed after the expiry of the initial term on mutual consent and the Parties shall execute a separate Agreement on the terms and conditions agreed upon.
- 2.2. The RJIL shall pay annually in advance to the Second Party Fee (Rent) amounting to **Rs. 11030/- (Rupees Eleven Thousand Thirty Only.)** for each location as per *Schedule A* and *Schedule B* respectively, and **Rs. 4202/- (Rupees Four Thousand Two Hundred and Two Only.)** for each location as per *Schedule C* and *Schedule D*, respectively. The Fee (Rent) shall be subject to an escalation of **10 %** on the last paid Fee amount after every **05 (five)** years.
- 2.3. That the annual Fee to be paid by RJIL in respect of this Agreement shall be made only by a separate Cheque / DD/ ECS/ RTGS in the favour of "**Harcourt Butler Technical University**".
- 2.4. The Fee shall be payable subject to deduction of tax at source as per the provisions of the Income Tax Act.
- 2.5. GST, if applicable, shall be additionally payable by the FIRST PARTY upon receipt of GST invoice by SECOND PARTY.
- 2.6 The Second Party shall Indemnify and hold First Party harmless from and against any and all ;
 - (a) claims, suits and actions which are brought against; and
 - (b) all losses (including loss of input tax credit, payment of interest, or imposition of penalties) incurred by any the Lessee , its directors, officers for or relating to non-compliance by the Lessor of the requirements under the GST laws including as set forth herein .

RIGHTS AND OBLIGATIONS OF RJIL

- 3.1. To install, commission, operate and maintain telecom equipment, including but not limited to laying of cables, at the locations in

For Release Jio Infocomm Limited

Authorized Signatory



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University Campus and at any additional locations as per feasibility and requirement of RJIL in future (hereinafter referred to as "Site Locations"). RJIL shall bear the cost of deployment of GBM and Wi-Fi equipment's in the East and West campus of the University, and, no existing equipment's and fiber cable owned and deployed by the Second Party shall be used by RJIL.

- 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.
- 3.4. To allow access to telecommunication services only based on processes defined by RJIL, subject to terms and conditions of such services, as per applicable Government regulations, guidelines, directions, terms and conditions of the Unified License issued by DoT, TRAI and shall have the right to restrict any unauthorized usage.
- 3.5. To provide free of cost 34 MB per day (in total 1 GB per month) during the lock in period(5 Years), per user to the members of Faculty, Officers, Staff and Students, thereafter commercial terms shall be mutually decided by the parties.
- 3.6. To determine Pricing and Tariff planning of telecommunication services availed by Customers, and any change therein.
- 3.7. To address the queries and concerns of the Customers about the telecommunication services.
- 3.8. To retain ownership and control of all Digital spaces, including but not limited to Landing Page(s), Login Flow Page(s) and RJIL website(s), Customer Details and usage information.
- 3.9. To be the exclusive provider of its telecommunication services through any telecom equipment installed at University Campus.

3.10. 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.

4. RIGHTS AND OBLIGATIONS OF SECOND PARTY

For Reliance Jio Infocomm Limited

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22/09/2017
Authorised Signatory

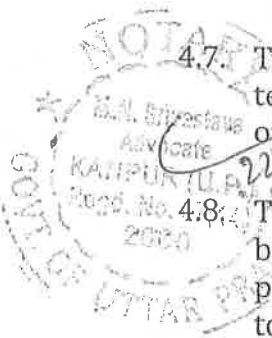
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- 4.1. To provide RJIL with space at the Site Locations in University Campus and a conducive operating environment (secure, uninterrupted, ventilated and moisture free) for the telecom equipment, and grant right of way in University Campus to exclusively install its telecom equipment, 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 ensure telecom equipment and any other assets deployed by RJIL at the Site Locations are secured from any intentional damage or theft.
- 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 University Campus, and to not interrupt the space occupied by RJIL during the subsistence of this agreement.
- 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 University Campus 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 University Campus 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 University Campus as an available telecommunication services location on RJIL's website or through any other means.

4.8. To provide space to RJIL within University Campus 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 through setting up helpdesks, organizing demo camps or road shows, within University



For Reliance Jio Infocomm Limited
 22/09/2017
 Authorised Signatory

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Campus, from time to time with prior intimation and permission from the Second Party by RJIL.

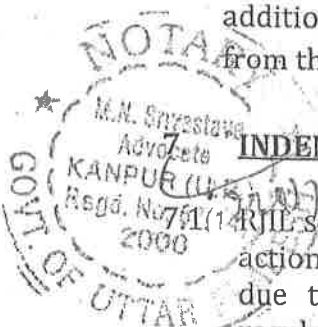
- 4.9. To not resell any of RJIL's telecommunication services or enable access to the said services to any third party apart from RJIL's Customers.
- 4.10. That the Second Party being the authorized signatory on behalf of Governing body of the Second Party, to allow RJIL for installation of telecom equipment 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, as required.

6. ELECTRICITY CHARGES FOR GBMs IN THE EAST AND WEST CAMPUS OF THE UNIVERSITY

- 6.1 Second Party shall provide RJIL, a separate electricity sub-meter(s) including cabling from main point to sub meter, with power back-up and RJIL shall pay electricity and power back up charges to the Second Party on a monthly basis for units consumed by RJIL as per the reading shown in the sub-meter provided for the purpose upon invoice being raised by Second Party as per the prevailing rates fixed by the electricity authority. The payment will be made after deduction of tax, under Income Tax Act, 1961 if applicable. Service tax, if applicable, shall be additionally payable by RJIL upon receipt of service tax compliant invoice from the Second Party.



INDEMNIFICATION

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 and tax liability including

For Reliance Jio Infocomm Limited

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22/09/2017
Authorised Signatory

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incremental/ differential, in connection with the installation of its telecom equipment in University Campus.

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 University Campus (ii) on account of any defect in title of the Second Party with respect to University Campus (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. Parties shall not terminate this agreement during the initial term of **Five (05)** years (hereinafter referred to as the "Lock in Period"). After the expiry of the Lock in Period, **the Parties** shall have right to terminate this Agreement, by giving 60 (Sixty) days' notice in writing to either Party.

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, routers, poles) installed by RJIL within University Campus 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 University Campus

9. LIMITATION OF LIABILITY.

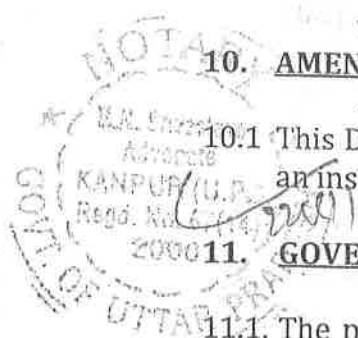
9.1. Neither Party shall be liable to the other for any indirect losses, punitive, special damages, consequential loss, damage, economic loss, be it in tort, contract or otherwise, including loss of profits even if the parties are advised of the possibility thereof.

10. AMENDMENT & ADDENDUMS:

10.1 This Deed shall not be amended or otherwise altered except pursuant to an instrument in writing signed by each of the Parties hereto.

11. GOVERNING LAW & JURISDICTION

11.1. The provisions of this Agreement and the rights and obligations of the Parties under or arising out of this Agreement shall be governed by,



For Reliance Jio Infocomm Limited

[Signature]
22/09/17
Authorised Signatory

[Signature]
22/09/17
[Signature]


बिप्लव निषाङ्क
इरकोर्ट बटलर प्राविधिक विश्वविद्यालय
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construed and enforced in accordance with the laws of India and the Courts of Lucknow shall have exclusive jurisdiction over the matters relating to or arising from this Agreement.

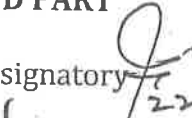
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day, month and year mentioned herein first

Signed & Delivered by the within named **THE FIRST PART**
RELIANCE JIO INFOCOMM LIMITED
through its duly authorized signatory
Mr. Ankur Srivastava
DEPUTY MANAGER

For Reliance Jio Infocomm Limited


22/04/17
Authorized Signatory

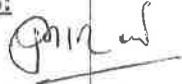
Signed & Delivered by the within named **THE SECOND PART**
Harcourt Butler Technical University
through its **Finance Controller** and duly authorized signatory
Mr. Rajesh Singh


22/19/17
वित्त नियन्त्रक

इरकोर्ट बटलर प्राविधिक विश्वविद्यालय
कानपुर-02

WITNESSES:

1. Name



2. Name

VIKAS SINGH

Fathers Name

DR. Prabhakar Verma
S/o Sh. J. P. Verma

Fathers Name

S/O R. P. SINGH

Address

HBTU, Kanpur

Address

365 - GANGES NAGAR,
TATMILL, KANPUR-208001

Appendix- A

SCHEDULE A :- GBM installed In Campus HBTU Main Building Near last gate road and Badminton Court.

Boundary

EAST :-HBTU Building

WEST:-Road

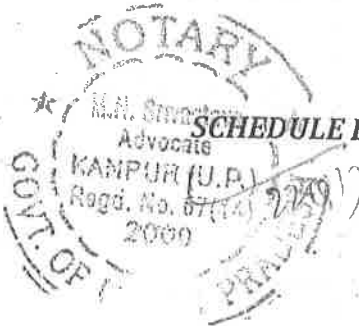
NORTH:-HBTU Building

SOUTH:-Road

SCHEDULE B :- GBM installed In front of Girls Hostel and Library
Boundary

EAST :-Road

WEST:-HBTU Land



NORTH:-HBTU Building
SOUTH:-Road

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**SCHEDULE C :- GBM installed PG Hostel, Khalua Colony, HBTU West
Campus, Kanpur**
Boundary

EAST :-Road
WEST:-Residence
NORTH:-Road
SOUTH:-Open Land

**SCHEDULE D:- GBM installed Opposite Garage Faculty Quarter, Type- IV,
D- 37 to 40 Lane, HBTU West Campus, Kanpur**

Boundary

EAST:-HBTU Land
WEST:-HBTU Land
NORTH:-HBTU Land
SOUTH:Road

Appendix B

List of telecom equipment for installation -

1. Four GBM
2. Four Diesel Generator



For Reliance Jio Infocomm Limited

[Signature]
22/09/2017

Authorised Signatory

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22/09/17