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29/12/2015

Reliance Jio Infocomm Limited
Mohali



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IBS

AGREEMENT

This Agreement ("Agreement") is signed at JALANDHAR on 21st day of December 2015.

BY AND BETWEEN

DAV COLLEGE TRUST & MANAGEMENT SOCIETY, (Pan No. AAATD0495L) a Trust registered under Indian Trust Act, 1882 and having its registered office at CHITRAGUPT ROAD, NEW DELHI, through its authorized signatory Mr. Manoj Kumar, hereinafter referred to as the "First Party" (which expression shall unless it be repugnant to subject or context hereof would mean and include its successors and assigns), of the First part;

And

RELIANCE JIO INFOCOMM LIMITED (PAN No. AABC16363G), a Company duly incorporated and registered under the provisions of Indian Companies Act, 1956 and having its registered office at 9th Floor, Maker Chambers IV, 222, Nariman Point, Mumbai – 400021, Maharashtra and Regional office at C-135, Phase-VII, Industrial Area, SAS Nagar, Mohali, represented herein by its duly authorised signatory Mr. PUNEET RAI, adult, hereinafter referred to as the "Second Party" (which expression shall unless it be repugnant to subject or context hereof would mean and include its successors and assigns), of the Second Part.

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Reliance Jio Infocomm Limited

Principal
DAV Institute of Engineering & Technology
Kapur Nagar, Jalandhar - 144002

Authorised Signatory

The First Party and the Second Party shall be individually referred to as 'Party' and collectively referred to as 'Parties'.

WHEREAS:

The First Party is owner and in possession of the Building and premises namely **DAV INSTITUTE OF ENGINEERING & TECHNOLOGY** situated at **KABIR NAGAR, JALANDHAR** herein referred to as the "**said Building**".

The Second Party has been issued Unified Licenses ("UL") under section 4 of the Indian Telegraph Act, 1885 by the Department of Telecommunications, Government of India, for all service areas in India 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.

The Second Party has approached and requested the First Party for the exclusive permission to install its Telecommunication Equipment for improving network coverage for its users, in the said Building.

The First Party has agreed to provide, permit the right to use the common areas stairways and passages and grant right of way in the said Building to the Second Party to exclusively install its Telecommunication Equipment consisting of equipment and Cable i.e. Feeder and/or Optical Fiber Cable (OFC) as per the requirement as per the terms and conditions contained hereinafter:-.

NOW THIS AGREEMENT WITNESSETH AS UNDER-


1. TENURE

1.1 The First Party hereby grants permission for use to the Second Party and the Second Party agrees to take the demarcated area (more specifically mentioned in **Annexure A** attached herewith) in the said premises for installation of Telecommunication Equipment along with other equipment (hereinafter referred to as "**Demarcated Area**"), for a period of **15 (Fifteen) years** (hereinafter refer to as 'initial term') commencing from **01- Feb - 2016**. The agreement shall be automatically renewable after expiry of the initial term for a term equal to the initial term.

1.2 The Parties agree that the permission for use granted by the First Party to the Second Party is in lieu of the Second Party installing Telecommunication Equipment in the Building so as to provide improved network coverage (and thereby providing better telecommunications services) to the users in and around the Building to have seamless coverage.

2. OBLIGATIONS / RIGHTS OF THE FIRST PARTY

2.1 The First Party is the lawful owner and is in possession of the said building including the Demarcated Area and that the First Party has unambiguous, perfect


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and absolute legal title over the said Demarcated Area and has authority to grant the proposed permission for use of the Demarcated Area to the Second Party.

- 2.2 That the said building have been duly constructed, in compliance with the approved building sanction plan by the authorities and that there has been no deviation from the sanctioned plan in the construction of the said building and that there has been no violation in any manner whatsoever of any of the provisions of relevant municipal and statutory laws and rules made there under in the construction of the said building, as a result of which the rights of the Second Party may be adversely affected or jeopardized.
- 2.3 The First Party hereby permits the Second Party and the Second Party shall have right to do activities as mentioned in **Annexure B** attached herewith, in relation to installation of Telecommunication Equipment, as per the plans mutually agreed upon by the Parties:
- 2.4 The First Party shall take reasonable precaution and security measures that no damage is caused to the Cables and the equipment installed at the said Building due to any act of negligence or otherwise by the him, occupants/residents, employees, staff, visitors etc. of the First Party and shall indemnify the Second party in case any damage such damage is caused by the reasons attributable to the First Party or his men, employees, occupants and agent. The First Party shall not have right to switch off the electricity supply of telecom equipment of the Second Party, under any circumstances.
- 2.5 If during the subsistence of this Agreement or any extended period thereof, if the First Party decides to dispose, assign or transfer its rights/ interests in the said Building or part thereof to any person/ party the same shall be informed to the Second Party at least 90 (Ninety) days in advance and also such transfer and assignment shall be subject to the Second Party's right under this Agreement being not affected and First Party shall ensure that the purchaser/ transferee or the assignee will be acquiring the property/ rights shall confirm in writing to the Second Party that the terms of this Agreements shall be binding upon such transferee and subsequently the First party shall arrange a novation agreement Signed by the transferee if required by the Second Party.
- 2.6 However the Second party may assign or transfer the obligations under this Agreement in favour of any of its associate companies, group companies or affiliates or any other person/s or entity/ies with a written intimation to the First party. Consequent to such assignment or transfer such associate companies, group companies or affiliates or any other person/s or entity/ies shall abide by the terms and conditions mentioned herein.
- 2.7 The First Party or any other person or entity acting under them shall not have any retention right, preferential claim or lien (or any other similar right) on Telecommunication Equipment including but not limited to its cables, wires, ducts, equipment and belongings of the Second Party. The First Party shall not stake any claim upon Telecommunication Equipment or any such installations/ equipment of the Second Party under any circumstances whatsoever.



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2.8 In the event of construction of any new structure /wall etc close to the Second Party's Equipment(s), which may cause any obstruction of Services / dislocation of Equipment(s) of the Second Party, the First Party shall notify the same to the Second Party in writing within one week from the beginning of such construction

3. OBLIGATIONS/RIGHTS OF THE SECOND PARTY

3.1 For installation of equipment for Telecommunication Equipment, all necessary and required permissions / approvals shall be obtained by the Second Party.

3.2 The Second Party, throughout the tenure of this Agreement or extended period, if any, shall maintain antenna, wires and cables and other telecommunication equipment at its own cost and expenses.

3.3 The Second Party shall take reasonable care of the aesthetics of the Property of the First Party at the time of installation and repair of its equipment & Cable.

3.4 The Second Party shall be responsible and liable for the safety of its personnel (employees, sub-contractors and others as nominated) while working on its equipment/installation in the area, open-space and/or building at large of the said Building for Telecommunication Equipment installation and daily operational works and the First party shall be kept harmless and indemnified in this regard. However, the Second Party shall not be responsible or liable in any manner whatsoever for any injury or damage which may be caused to any employee, family member, agent, servant etc of the First Party or any other person allowed by the First Party to gain access to the said Building who illegally tampers with the belongings of the Second Party.

3.5 The Second Party is entitled to be indemnified for the full injury or damage to its equipment caused by any third party having access to the building or by any employee or representative of the First Party without prior approval of the Second Party.

3.6 In case of any remodeling or structural changes to the demised premises, the First Party shall provide advance intimation to the Second Party to re-install and re-design the in building solutions (IBS) operations at the cost of the Second Party.

4. ELECTRICITY AND FUEL CHARGES

The First Party shall provide the Second Party, electricity sub-meter(s) including cabling from main point to sub meter, with power back-up and the Second Party shall pay electricity charges and fuel charges for Diesel Generator ("DG") usage to the First Party on a monthly basis for units consumed by the Second Party as per the reading shown in the sub-meter provided for the purpose upon invoice being raised by the First Party as per the prevailing rates fixed by the electricity authority for all the occupants of the Property, to the Second party.

All payments by the Second Party to First Party shall be subject to deduction of taxes at source, if applicable, as per the Income Tax Act, 1961 Service tax, if any applicable, shall be additionally payable by the Second Party upon receipt of service tax compliant invoice from the First Party



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5. TERMINATION

- 5.1 The Second Party may terminate this Agreement, by giving 60(sixty) days' notice in writing to the First Party. Upon the expiry of 60(sixty) days from the date of notice, as aforesaid, the Agreement shall stand terminated.
- 5.2 However, the clauses regarding damage to the property or equipment shall survive the expiry till the equipment are taken back by second party.
- 5.3 The First party shall not have any right to terminate the agreement except for instances wherein the Second Party has committed a material breach of terms provided herein and the same is not rectified by the Second Party within 30 (thirty) days of intimation of such breach in writing by the First party.
- 5.4. In case the breach is committed by Second party and is not rectified as per clause 5.3 , the First Party shall be entitled to terminate the Agreement by giving 90 (Ninety) day's notice.
- 5.5 In the event of termination of the Agreement, anytime during the term of this Agreement or in the event of expiry of the Agreement with no further extension/renewal, Second Party shall have all the right to dismantle, remove and take away all the installations, antennae, poles equipment, cable and all movables and items of work, things, articles from the Property installed during the tenure of this Agreement without any let, hindrance or objections whatsoever from the First Party. The First Party shall not have any kind of lien or charge or encumbrance over the Telecommunication Equipment and accessories installed at the Property.

6. PERMISSION AND ACCESS

The Second Party or its authorized representative, authorized workmen, office bearer etc and/or the Second Party's' personnel under intimation to the building/property in-charge of the Property can enter into the Property at any time (24hrs.x7days) without any objection or obstruction from the First Party.

7. INDEMNIFICATION

- 7.1 The Parties hereby indemnify each other and agree to keep each other indemnified:-
- a) Against each and all loss or damages, actions, proceedings etc. as either of the Parties may face or incur due to any act or omission of the other Party regarding compliance of municipal or other rules and regulations for the time being in force and applicable to the First Party and / or the Second Party and / or the Demarcated Area;
 - b) Against all losses or damages, which either of the Parties may face or incur due to any violation of any provision of this Agreement by the other Party;



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7.2 The First Party agrees to indemnify and keep indemnified the Second Party and its officers, agents and directors etc. fully against -

(a) any loss or damage suffered by the Second Party on account of any defect in title of the First Party with respect to the Demarcated Area, any tax, interest, penalty claims, etc. due to non-deduction / short-deduction of tax at source by the Second Party from any amount paid / credited to the First Party under this Agreement

(b) actions, claims, losses and damages that may be incurred or suffered by the Second Party on account of the action of the First Party or its assignee / successors / agent / representative or any other person/organization claiming under the First Party.

7.3 It is clarified that any arrear of tax, charges or other dues payable to the Municipal Authorities and consequent actions initiated by such authorities against either of the Parties shall have no bearing on the other Party.

8. NOTICES

All notices required to be served by the First Party upon the Second Party, and by the Second Party upon the First Party, under this Agreement, shall be in writing, and shall be deemed to be properly, sufficiently and effectually served if dispatched by hand delivery, pre-paid registered post acknowledgement due or by any other recognised means of recorded delivery, to the following addresses of the Parties hereto: -

The First Party:

Mr. Manoj Kumar
DAV Institute of Engineering & Technology,
Kabir Nagar, Jalandhar

The Second Party:

RELIANCE JIO INFOCOMM LIMITED
Attn: Mr. Puneet Rai

C-135, Phase-VIII,
Industrial Area,
SAS Nagar, Mohali, Punjab



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9. RELATIONSHIP BETWEEN THE PARTIES

Nothing herein contained shall be construed as creating any tenancy or sub-tenancy in favour of the Second Party or its officers and/ or employees in or over or upon any part of the Property, other than the right of use hereby granted or as entitling the Second Party to the exclusive possession of the Demarcated Area. It is the express intention of the parties hereto that this Agreement shall be a mere



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permission for use and the First Party shall always be deemed to be in possession thereof.

10. DISPUTE RESOLUTION

In the event of any controversy, dispute or difference arising out of or in connection with or in relation to any term of this Agreement, both Parties shall endeavor to settle such dispute or difference by negotiation inter se within 15 (Fifteen days) days, or such extended time as may be mutually agreed, failing which, such dispute or difference shall be referred to a sole arbitrator appointed by the Second Party. The place of arbitration shall be at **DELHI** and the language of arbitration shall be English. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. The award of the Arbitrator shall be final and binding on the Parties.

11. JURISDICTION

The Agreement shall be construed and interpreted in accordance with the laws of the India. The Courts at **DELHI** shall have exclusive jurisdiction in all matters arising out of and touching and/or concerning the Agreement.

12. FORCE MAJEURE

Notwithstanding anything contained anywhere in the Agreement, if at any time during the continuance of the Agreement, the Property or any part thereof be destroyed or damaged by fire, earthquake, tempest or other Act of God or by riot, war, air-raid, or any irresistible force, so as to become unfit for use for the purpose for which it was provided for use, the Second Party shall be at the option to terminate the Agreement immediately, but in the event of the Second Party desiring to continue the permission or use, the Second Party shall vacate the whole or such portion of the Property as may be required to enable the First Party to repair to its former state of condition. In case the First Party fails to take the necessary remedial steps within the reasonable time so as to make the Control Room/Premises usable for the Second Party, then in that event the Second Party shall be free to carry out such repairs at the first instance at the cost and expenses of the First Party and later recover/ adjust the costs and expenses from the First Party.

That the Parties to this Agreement, before executing the Agreement, have clearly understood their rights /duties /liabilities /responsibilities or obligations under each and all clauses of this Agreement.

IN WITNESS WHEREOF the parties hereto have set their hands to these presents on the day, month & year first hereinabove written:

Signed & Delivered by the within named
THE FIRST PARTY


(Mr Manoj Kumar)


Principal
DAV Institute of Engineering & Technology
Sahar Nagar, Jalandhar-144008

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Authorised Signatory

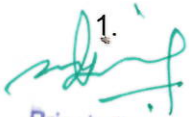
Signed & Delivered by the within named
THE SECOND PARTY

RELIANCE JIO INFOCOMM LIMITED

through its duly authorized signatory

Mr. Puneet Rai

WITNESS:

1. 

Principal
DAV Institute of Engineering & Technology
Kabir Nagar, Jalandhar-144008

2.

Reliance Jio Infocomm Limited

Authorised Signatory

ANNEXURE – A

Demarcated Area in the said building

All that (1) a space of around 250 sqft. at DAV Institute of Engineering & Technology building situated at Kabir Nagar, Jalandhar.



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ANNEXURE – B

LIST OF EQUIPMENT

- a) Lay and establish wires, cables, equipment, antennas and other related accessories in order to provide Telecommunication Equipment.
- b) To install minimum 1 (ONE) poles as per the requirement at the rooftop of the Property.
- c) To connect Second Party's equipment with available earthing point of the First Party in the Property or to dig an "earthing pit" in case the same is not available in the Property or unable to connect the available earthing pit at the Property.



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(DAVIET)



DAV INSTITUTE OF ENGG. & TECHNOLOGY

Kabir Nagar, Jalandhar.

Ph. 0181-2207650, 2200126

Email: daviet@davietjal.org

Website: www.davietjal.org



STAFF IDENTITY CARD

Name **Dr. Manoj Kumar**
F/Name **Sh. Gurubax Rai**
Desig. **Principal**
D.O.B. **29-08-1969**
Address **251, Lajpat Nagar
Jalandher**
Mobile **9478101102,
9872201740**

Date of Joining
07-09-2015

Director (Colleges)
DAVCMC

Principal
DAV Institute of Engineering & Technology
Kabir Nagar, Jalandhar-144008

Fax No.: 91-11-23625838 (Dir.Colleges)
Fax No.: 91-11-23540558 (Admn.)
Fax No.: 91-11-23512597 (Dir.P.S.-I)
Fax No.: 91-11-27532520 (Dir.P.S.-II)
Fax No.: 91-11-23540557 (Dir.P.S.-III)
Fax No.: 91-11-23524212 (P.S. Admn.)



T/Fax No.: 23515953
Phone No.: 23515951, 23539357,
23621284, 23524304,
23519815
Gram : DAVMANCOM

D.A.V. COLLEGE MANAGING COMMITTEE

CHITRA GUPTA ROAD, NEW DELHI-110055

P. Prin./DAVIET/JL 28980

Dated: 3-9-15

Ref.No.: _____

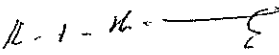
Dr. Manoj Kumar,
251, Lajpat Nagar,
Jalandhar – 144 001 (Pb.)

Dear Sir,

I write to inform you that you have been appointed as Principal of DAV Institute of Engg. & Technology, Jalandhar on the recommendations of the Selection Committee meeting held on 02.09.2015. You are requested to take over the charge from Principal, A.L. Sangal, DAV Institute of Engg. & Technology, Jalandhar, with immediate effect.

You are hereby authorized to operate all the accounts of the Institute in place of Principal, A.L. Sangal, with immediate effect.

Yours faithfully,


General Secretary.

Copy to

1. Accounts Branch.
2. P.F. Section
3. Principal A.L. Sangal, DAV Institute of Engg. & Technology, Jalandhar, with the request to handover the charge to Dr. Manoj Kumar.
4. Bank concerned

General Secretary.

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