



सत्यमेव जयते

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**Government of Meghalaya**

**e-Stamp**

Certificate No.	: IN-ML05443309366117W
Certificate Issued Date	: 12-Sep-2024 12:41 PM
Account Reference	: CSCACC (GV)/ micsceg07/ ML-EKHWAN0020/ ML-EKH
Unique Doc. Reference	: SUBIN-MLMLCSCEG0709602760567470W
Purchased by	: RELIANCE JIO INFOCOMM LTD
Description of Document	: Article 5 Agreement or Memorandum of an Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: ESKORIAN KURBAH
Second Party	: RELIANCE JIO INFOCOMM LTD
Stamp Duty Paid By	: RELIANCE JIO INFOCOMM LTD
Stamp Duty Amount(Rs.)	: 20 (Twenty only)



Stamp without this Barcode will be void

Reliance Jio Infocomm Ltd.

*Saiju Haque*  
Authorised Signatory



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Statutory Note

1. The authenticity of this Stamp certificate is secured by watermark technology and is available on the website of the Government of Meghalaya.
2. The Stamp certificate is available on the website of the Government of Meghalaya.
3. The Stamp certificate is available on the website of the Government of Meghalaya.

## LEAVE AND LICENSE AGREEMENT

THIS LEAVE AND LICENSE AGREEMENT ("Agreement") is executed at Nongthliw on this the 11<sup>th</sup> day of September, 2024.

### BETWEEN

Smt. Eskorian Kurbah, (PAN No. GZZ0510164), an adult, Indian Inhabitant residing at House No- 64, Nongthliw, Under Nongthliw village, PO & PS- Sohiong, District- Eastern West Khasi hills, Meghalaya, PIN- 793120, hereinafter referred to as "Licensor" (which expression shall unless repugnant to the subject or context shall mean and include her heirs, legal representatives, executors, administrators and permitted assigns) of the **ONE PART.**

### AND

**RELIANCE JIO INFOCOMM LIMITED** (PAN No. AABC16363G), a Company subsisting under the provisions of Indian Companies Act, 2013 and having its registered office at Office - 101, Saffron, Nr. Centre Point, Panchwati 5 Rasta, Ambawadi, Ahmedabad, Gujarat 380 006, and having its administrative office at Phase IV, Building TC 22 A Wing, Fourth Floor, Reliance Corporate Park, Ghansoli, Thane Belapur Road, Navi Mumbai - 400701, and regional office at **Bijay Crescent Building, 3<sup>rd</sup> Floor, Near HDFC Bank, Rukminigaon, GS Road, Guwahati, Kamrup(M), Assam PIN- 781022**, represented herein by its duly authorised signatory MR. Saijib Hagu, adult, hereinafter referred to as "**Licensee**" (which expression shall unless repugnant to the subject or context shall mean and include its successors, subsidiaries, affiliates and / or assigns) of the **OTHER PART.**

The Licensor and the Licensee shall hereinafter be individually referred to as 'Party' and collectively as 'Parties'.

**WHEREAS** the Licensor hereby states and represents to the Licensee that the Licensor is the owner of or otherwise well and sufficiently entitled to and is absolutely seized and possessed of the land bearing NA, situated at **Nongthliw village**, in the Registration District of West Khasi Hills (hereinafter referred to as the "Plot / Larger Land");

**AND WHEREAS** all other co-sharers (if any) have given their consent and no objection to the parties hereto to enter into the present Deed of License, vide their respective consent letters, dated 11-09-2024 and that the aforesaid consent letters are annexed hereto and form part of this document.

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Saijib Hagu  
Authorised Signatory

Reliance Jio Infocomm Ltd.  
E. Kurbah  
Authorised Signatory



**AND WHEREAS** the Licensee is the holder of IP-1 registration issued by the Government of India through the Department of Telecommunications (DoT) for providing Passive Telecom Infrastructure and incidental services on a shared basis.

**AND WHEREAS** for the aforesaid purpose, the Licensee is required to set up a High Power ODSC (HPODSC) / pole / mast and other related equipment's on the ground forming part of the said plot / larger land..

**AND WHEREAS** the Licensee is desirous of using a portion of the Plot / Larger Land on License basis for the purpose of installation, operation and maintenance of single or multiple HP ODSC, transmission tower / pole / mast and other related equipment's, solar panels, with or without RCC foundation, beams, columns etc., civil / 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., a standby diesel generator or any other source of producing energy, if necessary and has accordingly approached the Licensor, who has agreed to demise unto the Licensee **270 square feet area within the Plot / Larger Land for installing and commissioning** single or multiple HP ODSC, transmission tower / pole / mast and other related equipment's, solar panels , more particularly described in the Schedule (hereinafter referred to as "**Demised Land**") as per requirements of the Licensee, for a period of **20 (Twenty)** years on License basis, on the terms and conditions hereinafter contained.

**NOW THEREFORE**, in consideration of the mutual covenants contained in this Deed and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree to the following terms and conditions governing the License contemplated herein:

#### **1. REPRESENTATIONS AND WARRANTIES**

a. The Licensee represents to the Licensor that

- i. It has all requisite corporate power and authority to execute, deliver and perform its obligations under this Deed and has been fully authorized by all requisite corporate actions to do so;
- ii. It has all necessary statutory and regulatory permissions, approvals and permits from Department of Telecommunications for the purpose of carrying on its activities.
- iii. It will provide such cooperation as the Licensor is reasonably require in order to give full effect to the provisions of this Deed.

b. The Licensor represents and warrants to the Licensee that

- i. That the Licensor is the sole and absolute owner of the Demised Land and is in exclusive and undisputed possession thereof. The Demised Land has a clear and marketable title and is free from all sorts of restrictive covenants, minor's 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. The Licensor undertake to give Licensee

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Authorized Signatory

*E. K. K. K.*

immediate intimation in writing of any such claim, litigation, proceeding, investigation etc., which becomes known to the Licensor prior to execution of this License Deed.

- ii. The Licensor has not received any notice in respect of breach of any of the provisions of law in connection with the Demised Land or any part thereof from any competent or local authority.
  - iii. The Licensor has not entered into any agreement, arrangement or understanding with any third party for sale, transfer, mortgage, liens etc. of the Demised Land or any part thereof. No claims of any third party / parties of any kind whatsoever, subsist in respect of the Demised Land.
  - iv. The Licensor has not done, omitted or suffered to be done and hereby undertake that the Licensor shall not, during the subsistence of this Agreement, do or omit or suffer to be done any act, whereby the right of the Licensee to hold possess and enjoy the Demised Land under this Agreement can be determined, extinguished or avoided.
  - v. The Demised Land is not prohibited from being used as per the requirements of the Licensee.
  - vi. The Licensor is in sole and exclusive possession of the Plot and are legally entitled to give areas within the Plot on long term License to interested parties;
  - vii. The Licensor has not received any objection from any of their neighbors or other residents in the vicinity with regard to the installation of Licensee's equipment's, HP ODSC in the Demised Land in terms of these presents.
  - viii. The Licensor has agreed to demise unto the Licensee all that Demised Land for a period of **20 (Twenty)** only on agreed terms.
- c. Both the Parties represent that the execution and performance of this Deed by either of the Parties does not and shall not violate any provision of any existing Agreement by any Party.

## **2. LICENSE OF DEMISED LAND**

- a. In pursuance of this Deed and in consideration of the License Fees hereby reserved and of the covenants and conditions herein contained and on the part of the Licensee to be paid, observed and performed, the Licensor doth hereby demise unto the Licensee the Demised Land consisting of ALL THAT piece or parcel of land admeasuring 270 square feet area located at **Nongthliw Village, Under Eastern West Khasi Hills District, Meghalaya, PIN- 793120** more particularly described in the Schedule, together with all rights, easements and appurtenances whatsoever belonging or appertaining to the Demised

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*E Kurbati*



Land, for the purpose of installation, operation and maintenance of single or multiple HP ODSC ( single band eNode B)/ transmission tower / pole / mast, solar panels and other related equipment's of the Licensee, with or without RCC foundation, beams, columns etc., temporary / semi-permanent civil / 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. (hereinafter collectively referred to as "Equipment's"), together with the right to dig trenches, manholes, ducts etc. The height of the transmission tower / pole / mast shall be 12 meters.

- b. The Licensor doth hereby permits the authorized representatives of the Licensee to carry tools, heavy machinery, raw materials, cranes, heavy vehicles, anchorage equipment, winches, pulleys, ropes, scaffolding, brackets, clamps, welding and cutting equipment etc. and to use the same on the Demised Land. The Licensor have, simultaneously with the signing of this Agreement, granted access to the Licensee and its authorized representatives to the Demised Land and have also permitted the authorized representatives of Licensee to commence and carry out all types of construction, installation, cabling, ducting, flooring activities, to dig trenches, earth pits, manholes, gutters, chambers, to lay optical fiber duct and cables, to install a temporary / semi-permanent civil / prefabricated shed, single or multiple HP ODSC/ transmission towers or poles or masts, a standby diesel generator or any other source of producing energy, if necessary and to carry out all other plumbing, civil/mechanical and electrical works that are deemed necessary by the Licensee, for the installation of its Equipment's as per the sole discretion of the Licensee from time to time. The Licensor shall permit the Licensee to put its logo, signage, glow sign, hoardings etc. at mutually agreed locations as and when required by the Licensee.
- c. The Licensor hereby agrees that the Licensee shall be entitled to add further equipment's and to replace and remove any / all existing equipment's as per the technical requirements of the Licensee at any time during the License Tenure defined hereinafter.
- d. The Licensor further agrees that the Licensee shall be entitled to change the location of the equipment's within the Demised Land, based on the technical requirements of the Licensee.
- e. The Licensor further agrees to ensure the exclusive possession, use and enjoyment by the Licensee of the Demised Land throughout the License Tenure (hereinafter defined) without any interruption or interference by the Licensor or any person or entity claiming under the Licensor.
- f. The Licensor further agrees to provide to the Licensee on demand, from time to time, necessary documents/applications, duly signed by the Licensor, to enable the Licensee to apply for and obtain necessary permissions & No

Objection Certificates, from all concerned authorities, including but not limited to local electricity board, local Municipal Corporation etc.

### **3. TENURE OF LICENSE AND CONSIDERATION**

- a. The Licensor hereby agree **TO HOLD UNTO** the Licensee the Demised Land for the period of **20 (Twenty)** years commencing from **11-09-2024 to 10-09-2044** (hereinafter referred to as "License Tenure") **YIELDING AND PAYING THEREFOR** an amount of **Rs. 3000/- (Rupees Three Thousand Only)** per month towards License fees (hereinafter referred to as "License Fees"), payable by the Licensee subject to provisions as contained in clause 3 (d) hereunder. The License Fees shall be paid monthly in advance subject to an escalation of **10%** on the last paid License Fees amount after every **5 (Five)** years.
- b. The License Fees shall be inclusive of all maintenance charges levied by Licensors or any other tax or cess levied by government during the License Tenure. Further the License Fees shall be payable subject to deduction of tax at source as per the provisions of the Income Tax Act. GST, if applicable, shall be additionally paid by the Licensee. The payment of property taxes will be made by Licensee only for the Demised Land and only on receipt of notice from Municipality based on separate assessment by local municipality of the Demised Land occupied by Licensee under this Agreement for installation of its equipment's.
- c. The Licensee shall pay the Licensee License Fees after deduction of tax at source as applicable. Licensor shall submit GST compliant Tax invoice, if GST is payable on the License License Fees.

The Licensor agree to undertake following GST related compliances:

- (a) Pay applicable GST in appropriate Government Treasury in time and Timely uploading of Tax Invoice details & filing of GST Returns on GSTN portal;
- (b) Co-operate with the Licensee wherever there is mismatch in the invoice details on GSTN portal and take corrective action to rectify the mismatches in time.

The Licensor shall Indemnify and hold the Licensee 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 Licensee, its directors, officers for or relating to non-compliance by the Licensor of the requirements under the GST laws including as set forth herein.



- d. The Parties agree to a License Fees-free period of **Ninety (90)** days, from the date of signing of this agreement i.e. 11<sup>th</sup> September 2024.
- e. The Licensor hereby confirms and acknowledges that the disbursement of the amount as stated above shall be full and effective discharge of the License License Fees payable by Licensee under this Deed for the entire License Tenure, and subsequent to the disbursement of License License Fees as above, the Licensee shall be free from all claims whatsoever with regard to the License License Fees, and shall be lawfully entitled to occupy, use and enjoy the Demised Land, and the Licensor shall not make any further demand whatsoever towards the License License Fees or any part thereof.
- f. The Licensor hereby expressly agree and confirms that in case of premature termination of this Deed, the proportionate amount of License License Fees with respect to the unexpired License Tenure for which License License Fees has been paid in advance will be immediately refunded by the Licensor to the Licensee, in the manner enunciated in clause 5 (c) hereinafter contained.
- g. The Licensor hereby agrees and undertakes that on expiry of the License Tenure contemplated herein, the Licensor shall first offer the Licensee for renewal of the License on mutually agreeable terms (including commercial terms) no less favorable than the then prevailing terms of a bona fide and arms-length License transaction for the Demised Land. Licensee shall have the first right (but not obligation) to accept Licensor's offer. However, Licensee will have to exercise such right within 30 days of making such an offer by Licensor. If the Licensee does not exercise such rights within 30 days as above, the Licensor shall be free to License out the said Demised Land to any person of its choice.

#### **4. COVENANTS BY THE PARTIES**

##### **a. Installation and operation of Licensee's Equipment's –**

- i. The Licensee hereby agrees and undertakes to ensure that all debris, garbage etc. accumulated during the installation of its equipment's shall be removed by the Licensee immediately after completion of installation of its equipment's.
- ii. The Licensor hereby agrees and undertakes to ensure that no hindrance is caused to the Licensee for any reason whatsoever during the installation of the equipment's at the Demised Land and thereafter in operating those equipment's during the License Tenure.

##### **b. Ownership and Security of Licensee's Equipment's –**

- i. The Licensor hereby agrees that the Licensee is and shall always be the sole and lawful owner of the equipment's installed at the Demised Land and the Licensor shall not have any rights, claims, liens or charges

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*Saigul Haque*  
Authorized Signatory

*E. Kurban*

whatsoever on the said equipment's under any circumstances whatsoever.

- ii. It is hereby agreed by and between the Licensor and Licensee that the Licensee shall during the subsistence of this Deed, take adequate insurance policy for its equipment's including third party liability cover. The Licensee shall pay all premiums for such policy.
- iii. The Licensor hereby agrees and undertakes to ensure that the equipment's of the Licensee installed at the Demised Land are kept protected.
- iv. The Licensor also agrees that the Licensee shall have the right to construct fencing around the Demised Land and / or post its own security guards round the clock at the Demised Land for the protection of its equipment's. It is agreed between the Parties that neither the Licensor nor her relatives nor friends nor the persons claiming any interest under her title will be appointed by Licensee as security guard at the Demised Land, neither the Licensor nor her relatives nor friends nor the persons claiming any interest under her title will claim to be appointed as so during the period of this Agreement.
- v. The Licensor agrees that the Licensee may take / procure loans from third parties including banks and financial institutions from time to time by creating pledge / hypothecation over all the equipment's installed at the Demised Land. The Licensor undertake not to create any hindrance / obstruction in such process of pledge / hypothecation of the equipment's by Licensee in favour of such banks and financial institutions, or in the exercise by such banks etc. of their rights under the loan agreement/s.
- vi. In order to avoid any adverse effect or interference with the performance of the equipment's installed by the Licensee at the Demised Land, and further to ensure unobstructed operation, safety and security of any and/or all of the equipment's installed by the Licensee, the Licensor shall intimate in writing to the Licensee and obtain a no objection certificate from Licensee before allowing any other entity or entities engaged in the business of communication, radio, telephone, paging VSAT, telegraph etc. to install their equipment's in any part of the Plot. The Licensor undertake not to install, cause, or allow to be installed at any other part of the Plot any communication facilities/ equipment, the placement or operation of which, in the judgment of the Licensee, may interfere with the working of the Licensee's equipment's. The Licensor shall ensure that a minimum distance as required by the Licensee is maintained between the equipment's of the Licensee and any other structure / equipment installed / proposed by the Licensor inside the Plot.



**c. Access to Demised Land –**

- i. On the execution of these presents, the Licensor has put the Licensee in actual physical, peaceful, vacant and exclusive possession of the Demised Land. The Licensor hereby agree and undertake to ensure 24x7x365 days unconditional, unrestricted, unfettered and unhindered right of ingress and egress of the Licensee and/ or its employees, authorized representatives, security guards, technicians, vendors, contractors, service providers, engineers, supervisors or any other person/s authorized by the Licensee to the Demised Land (including Sundays, national holidays and other holidays) with a view to inspect the equipment's installed therein and to carry out services and repairs thereof.
- ii. In case the Licensor or any other person acting on his behalf or at his instructions or claiming under him or otherwise causes any hindrance or restriction or objects to the entry of the representatives, security guards, technicians or any other person/s authorized by the Licensee at the Demised Land, the Licensee shall intimate the Licensor about the same. It is expressly agreed by the Licensor that immediately upon such intimation, the Licensor shall remove or cause to be removed all such obstructions, hindrance and interference in the free ingress and egress of the Licensee or its authorized representatives. In case of failure by the Licensor to immediately remove or cause to be removed such hindrance, etc., the Licensor shall be liable to pay losses on actual, if any, suffered by the Licensee on account of such hindrance, obstructions, etc., and the Licensor indemnify the Licensee in this regard.
- iii. The Licensor agrees and undertakes that the Licensor shall not, during the subsistence of this Deed, make any temporary or permanent construction near the Demised Land or the access road to the Demised Land, which may, in the opinion of Licensee, may cause inconvenience to access the Demised Land.

**d. Separate Electric Connection for Licensee –**

- i. The Licensee shall obtain a separate electric connection, at its own cost, (with separate meter) in the name of the Licensee, for use at the Demised Land. The Licensor shall render all necessary assistance to the Licensee including the issuance of a No Objection Certificate or such other documents as may be required by the Licensee for the said purpose. The Licensee shall directly pay to the authorities the charges for electricity consumed at the Demised Land as per actual meter reading.
- ii. The Licensor shall allow the employees / workers of the concerned electricity authorities or any other agency to carry out the work of

installation of the electric meter or any other equipment necessary for this purpose, within the Demised Land. The Licensee shall have the right to install / affix the electric meter at a fixed place designated by the Licensor inside the Demised Land and to lay and electric cables and wires inside Demised Land for the purpose of transmitting the power supply from meters to the equipment's of the Licensee.

- iii. In the event the Licensee deems it necessary to enhance the existing operational electric power load, the Licensor shall, on receipt of a request from the Licensee execute all such documents as may be required for applying and obtaining such enhanced operational power load required for the operations of the Licensee. Upon any termination/cessation of this Deed, the Licensee shall be entitled to have the operational electric power load reduced to the previous levels or surrendered, so that the Licensee can obtain refund of any deposits made by it.
- iv. The Licensor represents that there are no arrears payable to the electricity supply companies and if the Licensee is denied separate electric power connection on account of arrears due by Licensor, the Licensor undertake to clear such dues and facilitate the Licensee to have the power connection and in the event, the Licensee is compelled to pay any amount due to the electricity supply company for a cause not traceable or otherwise accountable or attributable to the Licensor, then under such circumstances, the Licensee shall be entitled to recover the same from the Licensor. In case the Licensor fails to pay the said amount to the Licensee within 7 (Seven days) from the date of notice sent by the Licensee in this regard, Licensor shall be liable to pay interest at 18% per annum on the outstanding amount during the period of delay.

**e. General Safety, Security and Maintenance –**

- i. The Licensee hereby agrees and undertakes to keep the Demised Land clean and in good condition (except reasonable wear and tear and subject to damages by fire, earthquake, flood, lightening, and violence or by any other act of God beyond the control of the Licensee).
- ii. The Licensee shall not be responsible or liable in any manner whatsoever for any injury or damage which may be caused to any person, who enters into the Demised Land and tampers with the equipment's in an unauthorized manner, without the knowledge and consent of the Licensee.
- iii. The Licensor shall ensure that the common passages, access roads etc. within the Larger Land / Plot leading to the Demised Land are kept sufficiently clean, lighted, safe and in substantial repaired and good



order and condition at the cost of the Licensor for access of the Licensee.

- iv. The Licensor shall cooperate with and help the Licensee in case the Licensee faces any social problem arising due to the running of any of the Equipments of the Licensee at the Demised Land. In case any objection is raised by or any obstruction is caused by any neighbour, local people or any third party during and after the installation of the Equipments of the Licensee or to the smooth running of the Equipments of the Licensee, the Licensor shall try his best to resolve the situation so that the interest of the Licensee is protected.

**f. Sharing of Equipments by Licensee –**

- i. The Licensor hereby permits the Licensee to share its Equipments with any other telecommunication, internet service provider or any other company or third party interested in sharing.

**5. TERMINATION OF LICENSE AND EFFECTS OF TERMINATION**

- a. The Licensor expressly agree that premature termination of this Deed shall be against the interests of the Licensee in view of the nature of business of the Licensee. Therefore, the Licensor expressly agrees that this Deed shall not be terminated by Licensor or any person or entity claiming under the Licensor at any time during the entire License Tenure.
- b. The Licensee shall be entitled to terminate this Deed at any time during the License Tenure without assigning any reasons therefor, upon service of 3 (Three) months' advance written notice on the Licensor. In case the Licensee spontaneously decides to terminate this License prematurely, the Licensor shall be entitled to retain an amount equal to three months' License Fees and refund the License Fees pertaining to the remaining unexpired months of that particular year for which License Fees has been paid in advance (hereinafter referred to as "Unadjusted License Fees")
- c. In the event the installation or operation of the equipment's installed by the Licensee at the Demised Land is objected to, obstructed, disrupted or stopped by any person, whether claiming through or under the Licensor or not, for whatsoever reasons, and if such objection, obstruction or disruption is not resolved by the Licensor within 3 (three) days from the date of notice given in this regard by the Licensee to the Licensor, the Licensee shall be entitled to forthwith terminate this Deed by serving 1 (One) month's advance written notice (hereinafter referred to as "Termination Notice") on the Licensor, and the Licensor shall be liable to unconditionally refund to the Licensee all the amount of Unadjusted License Fees without any protest or demur within 1 (One) month

from the date of Termination Notice. For avoidance of doubt, the Parties expressly agree that this clause is the essence of this Deed and in the event the Licensee is forced to terminate this Deed prematurely, the Licensors shall be liable to refund the entire Unadjusted License Fees to the Licensee without any protest or demur within 1 (One) month from the date of Termination Notice, failing which the Licensors shall be liable to pay penal interest at the rate of 18% per annum on the outstanding amount of Unadjusted License Fees during the period of delay by the Licensors in refunding of the said Unadjusted License Fees. The period of delay will commence from the date of expiry of the said one month's notice period till the date of actual refund of the Unadjusted License Fees. The Licensee shall, in the event of failure by Licensors to refund Unadjusted License Fees in the manner stated above, be also entitled to initiate suitable recovery proceedings and other remedies available to the Licensee under the law against the Licensors in appropriate forums, without any reference to Licensors. Further, in case of failure by Licensors to refund the entire Unadjusted License Fees to the Licensee within the notice period of one month or three months, as may be mentioned in the Termination Notice, the Licensee shall be entitled to occupy the Demised Land without any liability to pay License Fees etc. till the entire Unadjusted License Fees is refunded by the Licensors.

- d. In case of expiry of this Deed or termination thereof by the Licensee under any of the circumstances stated above, the Licensee shall remove itself and its equipment's (except the civil foundation (permanent / semi-permanent RCC structure) from the Demised Land within the expiry date of this Agreement, or within the period mentioned in the Termination Notice, as the case may be and shall hand over peaceful and vacant possession thereof to the Licensors, SUBJECT TO REFUND OF THE ENTIRE UNADJUSTED LICENSE FEES BY THE LICENSORS TAKING PLACE SIMULTANEOUSLY, as stated above.

## **6. RESOLUTION OF DISPUTES**

- a. In the event of any existing or future dispute regarding the ownership of the Plot or the Demised Land with the co-owners of the Plot, or any other person or entity, as the case may be, the Licensors shall ensure that the occupation, use and enjoyment of the Demised Land by the Licensee is not disturbed in any manner whatsoever on account of such disputes, and the Licensors undertake to resolve such disputes without affecting access, occupation, use and enjoyment of the Demised Land by the Licensee under these presents.
- b. In the event of any controversy, dispute or difference arising out of or in connection with or in relation to any term of this Deed, 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 Licensee. The place of arbitration shall be at **Guwahati** 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.

## **7. GENERAL CLAUSES**

### **a. Notices:**

- I. All notices required to be served by the Licensor upon the Licensee, and by the Licensee upon the Licensor, under this Deed, 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 Licensor:

**As Mentioned-above**

The Licensee:

**As Mentioned-above**

### **b. Force Majeure:**

- I. If the performance of duties and obligations by the Parties under this Deed is prevented, delayed, restricted or interfered with by or due to any act of God including but not limited to fire, flood, war, governmental directions or orders by civil or military authority, terrorism, enactment or amendment of any law or rules and regulations made effective whether by State or Central Government or by any regulatory authority, which are beyond the reasonable control of such Party and not of its own making and amounting to force majeure, such Party, upon promptly giving written notice of such force majeure event to the other Party, by any mode of recorded delivery, shall be excused from such performance to the extent of such prevention, delay, restriction or interference, provided that the non performing Party shall use all reasonable effort to prevent, avoid, remedy, and or remove the cause for such non-performance and shall continue performance hereunder once force majeure ceases.
- ii. Promptly after receipt of the above referred notice, the Parties shall consult and decide how to respond to such force majeure event, based on the degree to which the force majeure event shall influence the performance of this Deed.

### **c. Interpretation:**

- I. Recitals shall form part of this Deed.

*E. K. K. K. K.*

Reliance Jio Infocomm Ltd.

*Sajid Haque*

Authorized Signatory

- ii. In this Deed, unless the context otherwise requires, any references to words importing singular shall include the plural and vice versa, words importing a gender include every gender and references to persons include bodies corporate and unincorporated.

**d. Assignment:**

- i. In the event the Licensor transfers or conveys the Plot including the Demised Land to a third party, the Licensor shall intimate the Licensee about the said proposed transfer in writing 3 (Three) months before such transfer. The Licensor shall ensure, in writing duly signed and consented by the transferee, that such transfer / conveyance shall be subject to this Deed, and the transferee shall recognize and accept the rights of the Licensee herein and upon the transfer / conveyance being complete, the transferee shall step into the shoes of the Licensor herein, and all the rights and liabilities of the Licensor shall automatically devolve on the transferee.
- ii. The Licensee shall be entitled to assign the usage of the Demised Land or any part thereof or the benefits of this Deed in favour of any of its associate companies, group companies or affiliates or any other person/s or entity/ies.
- iii. In the event the Licensee merges / amalgamates / consolidates or transfers its assets with / to any entity on account of any merger / amalgamation / reconstruction / consolidation, then such new entity shall recognize and accept the right(s) of the Licensor herein and upon the transfer/conveyance having been completed, all the rights and liabilities of the Licensee shall automatically devolve on the transferee. The Licensor shall have no objection to the transfer of the License rights of the Licensee on account of such merger, amalgamation, reconstruction or consolidation by the Licensee, and the terms of this Agreement shall continue for the remaining License Tenure.

**e. Sale to the Third Party and Right of First Refusal:**

- i. Licensor shall, at any time during the validity of this Deed, first offer to assign, mortgage, or sell the Licensed Land to Licensee, on terms (including commercial terms) no less favourable than those on which Licensor have received a bona fide and arms-length concrete and final offer from a third party for such assignment, mortgage or sale. Licensee shall have the first right (but not obligation) to accept Licensor's offer. However, Licensee will have to exercise such right within 30 days of making such an offer by Licensor. If the Licensee does not exercise such rights within 30 days as above, the Licensor shall be free to sell,



assign, and transfer the said Demised Land to any person of its choice, subject to the rights of the Licensee under this Deed. The Licensors shall ensure that such third party adheres to the terms of this Deed in the capacity of a Licensors.

- ii. Notwithstanding the contain of the present paragraph, the Licensors hereby also agreed on his own volition that in the event the Licensee desires to purchase the Licensed Land and makes his intension know to the Licensors. The Licensors shall come forward to sell and transfer the Licensed Land to the Licensee. It is hereby further expressly agreed by and between the parties hereto that the expression of the said intension of the Licensee shall in no manner whatsoever effect the arrangement of this License Deed if the sale and transfer of the Licensed Land in favor of the Licensee herein is not concluded prior to completion of the entire agreed tenure under this License Deed.

f. Indemnity:

- i. The Parties hereby indemnify each other and agree to keep each other indemnified
  1. Against each and all loss or damages, actions, proceedings etc. as either of the Parties may face or incur directly or indirectly 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 Licensors and / or the Licensee and / or the Demised Land;
  2. Against all losses or damages, which either of the Parties may face or incur directly or indirectly due to any violation of any provision of this Deed by the other Party;
  3. 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 and either of the Parties in such a case shall indemnify the other Party's interests.
- ii. If due to any breach by the Licensors of any of the terms contained herein, the Licensee is prevented from smoothly and effectively carrying out its business and operations, Licensors shall indemnify the Licensee and the Licensors shall be responsible and liable to pay such damages to the Licensee as the Licensee determines reasonable.
- iii. The Licensors agree to indemnify and keep indemnified the Licensee and its officers, agents and directors etc. fully against any loss or damage suffered by the Licensee on account of any defect in title of the Licensors with respect to the Demised Land. The Licensors shall further indemnify the Licensee against all actions, claims, losses and damages that may be incurred or suffered by the Licensee on account of the Licensors or the assignee or the successors or the agent / representative

of the Licensor or any other person/organization claiming under the Licensor including all costs, charges and expenses that may be incurred or suffered by the Licensee due to any dispute, claim or action regarding or originating out of the title or ownership of the Demised Land or on account of commercial usage of the Demised Land, initiated by any individual or organization or other statutory body or competent authority including but not limited to the local Municipal Corporation.

g. **Governing Law and Jurisdiction:**

It is agreed by the Parties herein that this Deed shall be governed by the laws of India and the courts of **Shillong** shall have exclusive jurisdiction regarding any issue arising out of the arbitration process above and with respect to enforcement of awards, all in accordance with the Arbitration and Conciliation Act, 1996.

h. **Stamp Duty and Registration Fees:**

The stamp duty and registration fees/charges payable in respect of execution and registration of this Deed and all documents and writings related/incidental to the same, shall be paid by the Licensee alone.

i. **Entire Agreement:**

This Deed and the contents hereof supersede each and all agreements, arrangements, understandings, letters, correspondences representations etc. between the Parties hereto with respect to the subject matter herein.

j. **Waiver:**

Failure to enforce compliance with any term or condition of this Deed shall not constitute a waiver of such term or condition of this Deed or the right to subsequently enforce such term or condition in the future. No waiver, by either Party, of any provision of this Deed shall, in any event, become effective unless the same shall be in writing and such waiver shall be effective only in the specific instance described and for the purpose that the waiver is given.

k. **Severability:**

If any part or any provision of this Deed is or becomes illegal, invalid or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of this Deed. The Parties hereby agree to attempt to substitute for any invalid or unenforceable provision with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.



**SCHEDULE**

**(Description of Demised Land)**

ALL THAT piece or parcel of land admeasuring **270 square feet area**, situated at **Nongthliew Village, Under Eastern West Khasi hills District, Meghalaya, PIN- 793120**, in the Registration District of **West Khasi Hills** within the Municipal Council of **Shillong** and bounded as follows –

North: Smt. Telina kurbah, Nongthliew

East: Smt. Telina kurbah, Nongthliew

West: PWD Road

South: Smt. Telina kurbah, Nongthliew

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THEIR RESPECTIVE HANDS AND SEALS ON THE DAY MONTH AND YEAR FIRSTABOVEWRITTEN.**

Signed & Delivered by the within  
named **LICENSOR**

**Smt. Eskorian Kurbah**

E kurbah  
(Mr. \_\_\_\_\_)

Signed & Delivered by the within  
named **LICENSEE, RELIANCE JIO  
INFOCOMM LIMITED** through its duly  
authorised signatory

Mr. Reliance Jio Infocomm Ltd.  
Saijul Haque

WITNESS: Authorised Signatory

Saijul Haque

1.

Name: Richy STAR Slabong

Address: Mauklot

Dabong

(Signature of the witness)

2. Name: Jefferson Rance

Address: Jaiaw

Sam

(Signature of the witness)

Reliance Jio Infocomm Ltd.  
Saigul Haque  
Authorised Signatory

E Kentboh