



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Meghalaya

e-Stamp

Certificate No. : IN-ML06336621166909W
Certificate Issued Date : 28-Oct-2024 01:50 PM
Account Reference : CSCACC (GV)/ mlcsceg07/ ML-EKHWAN0020/ ML-EKH
Unique Doc. Reference : SUBIN-MLMLCSCEG0711136623351107W
Purchased by : RELIANCE JIO INFOCOMM LIMITED
Description of Document : Article 5 Agreement or Memorandum of an Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : ESTIIO SYRNAH
Second Party : RELIANCE JIO INFOCOMM LIMITED
Stamp Duty Paid By : RELIANCE JIO INFOCOMM LIMITED
Stamp Duty Amount(Rs.) : 20
(Twenty only)



Please write or type below this line

Reliance Jio Infocomm Ltd.

Saijal haque
Authorised Signatory

QE 0018869469

Statutory Alert

1. The authenticity of this Stamp certificate should be verified at www.shcilestamp.com or using a Stamp Mobile App or Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of this certificate.
3. In case of any discrepancy please inform the Competent Authority.

AGREEMENT

This Agreement is executed at Shillong on 26 day of October 2024

BY AND BETWEEN

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

AND

Smt Estiio syrnah (PAN No. NA), residing/having registered address at **Mawlaiteng village PO Mawphlang PS Lumdeingjiri East khasi Hills District Pin code 793121 Meghalaya** (hereinafter referred to as the "**Second 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**

- 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 India through the Department of Telecommunications (DoT)
- B. The Second Party has represented to RJIL that the Second Party is the lawful owner and is in possession of the premises, namely **NA** (hereinafter "**the Premises**")
- C. The Second Party hereby permits RJIL to occupy and use the space provided 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 (i) 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, erect, commission, operate, repair maintain, update, otherwise use (**Commissioning or Commissioned**) various materials, poles, antenna, telecom equipment, accessories, fiber, cables (Infrastructure) required to establish and provide any or all of the various services by RJIL, including wireline and wireless telecommunication services (**the Services**), from and out of and within the Grantor's Premises (**the Premises**) to its Subscribers, subject to tariff and other terms and conditions determined by RJIL, from time to time, (ii) . access to all parts of the Premises, including, facilities, existing ducts, pathways, raceways, shafts, entrance link, and building wiring ducts, cable trays, basements, terraces, roof top, etc., common areas to its Affiliate(s), contractors, employees, authorized representatives, for the purpose of Commissioning and or maintenance of the Infrastructure on 24x7x365 basis,

Reliance Jio Infocomm Ltd.

Sanjiv Kumar
Authorized Signatory

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(iii) to conduct promotional for awareness and marketing activities including through, helpdesks, kiosks, banners, pamphlets, digital signage etc,

during the entire Term of the Agreement as mentioned in clause 2 for the purpose of facilitating enhanced network coverage

- 1.2 The space earmarked for installation, the list and details of Infrastructure installed at the Premises shall be listed, documented & signed by RJIL and the Second Party in **Appendix A**, post installation of the Infrastructure at the Premises

2. TERM

- 2.1. The term of this Agreement shall be for Twenty (20) years from the date of signing of this Agreement ("initial term"). The Agreement shall be automatically extended or otherwise renewable after the expiry of the initial term for a term equivalent to the initial term and the Parties shall execute a separate Agreement on same terms and conditions to record the renewal of the Agreement .

3. RIGHTS AND OBLIGATIONS OF RJIL

- 3.1. To Commission the Infrastructure , 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")
- 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 Services in order to carry out testing, technical repair, maintenance, upgrade, or for any other reason at RJIL's sole discretion
- 3.4. To determine Pricing and Tariff planning of Services availed by Customers, and any change therein
- 3.5. To address the queries and concerns of the Customers about the Services
- 3.6. To retain ownership and control of all Digital spaces, customer details and usage information , including but not limited to Landing Page(s), Login Flow Page(s) and RJIL and or its Affiliate's website(s),
- 3.7. To be the exclusive provider of telecommunication services through the Infrastructure being Commissioned at the Premises
- 3.8. 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

4. RIGHTS AND OBLIGATIONS OF SECOND PARTY

- 4.1. To provide exclusive permission to RJIL, with space at the Site Locations in the Premises and a conducive operating environment (secure, uninterrupted, ventilated and moisture free) for the telecom equipment, and grant right of way , 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 ..
- 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 Commissioning activities.

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Authorized Signatory

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- 4.3. To ensure the Infrastructure 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 Infrastructure (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.
- 4.5. To inform RJIL, at least 60 (Sixty) days in advance, of any decision by Second Party to dispose, assign or transfer its rights/interests in the Premises or part thereof to any person/party, during the subsistence of this Agreement or any extended period thereof, along with a confirmation in writing by the purchaser/transferee/assignee that the terms of this Agreement shall be binding upon such purchaser/transferee/assignee, and subsequently arranging for a novation agreement signed by the purchaser/transferee/assignee, if required by RJIL.
- 4.6. To provide an alternate space(s), in case of alteration, structural changes or renovation of the Premises, with an advance notice of at least 30 (Thirty) days, to RJIL to re-install the telecom equipment and other assets.
- 4.7. To permit RJIL to list and promote the Premises as an available telecommunication services location on RJIL's website or through any other means.
- 4.8. 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 allow RJIL and its authorized personnel to carry out marketing and promotional activities through setting up helpdesks, organizing demo camps or road shows, within the Premises, from time to time with prior intimation to the Second Party by RJIL.
- 4.9. To provide uninterrupted power supply with back up to RJIL, for operating , Commissioning the Infrastructure ,
- 4.10. To not resell any of RJIL's Services or enable access to the said Services to any third party apart from RJIL's Customers.

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 rights for installation of Infrastructure and for provisioning of 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.

5. **CONSIDERATION , TAXES**

- 5.1. RJIL shall pay the Second Party a consolidated amount of Rs.3000/- (Rupees Three Thousand only) as fees and charges towards the rights , permissions, licenses granted , electricity and fuel charges , and any other taxes be it specified herein or not , save and except any service tax , which shall be payable by RJIL on the Second Party raising a service tax compliant invoice as per applicable laws . The payment shall be subject to deduction of tax deducted at source as may be applicable as per the Income Tax Act , 1961 .The payment shall be made within NA days from the date of receipt of invoice by RJIL in the prescribed format in compliance with laws

6. **INDEMNIFICATION**

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Authorized Signatory

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- 6.1. RJIL shall indemnify and keep indemnified the Second Party against any actions, claims, proceedings, losses, which the Second Party may suffer due to any act or omission of RJIL in complying with rules and regulations of the Municipal/Local authorities in connection with the installation of its telecom equipment in the Premises
- 6.2. The Second Party shall indemnify and keep indemnified RJIL against any actions, claims, proceedings, losses, which RJIL may suffer (i) due to any act or omission of the Second Party in complying with the rules and regulations of Municipal/Local authorities, non-payment of any taxes, levies, etc. with respect to the Premises (ii) on account of any defect in title of the Second Party with respect to the Premises (iii) any liability for any commitment made by the Second Party to a RJIL's Customer(s) (iv) any tax, interest, penalty claims, etc. due to non-deduction/short-deduction of tax at source by RJIL from an amount paid / credited to the Second Party, if any, under this Agreement

7. TERMINATION

- 7.1. 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 Clause 2
- 7.2. 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

8. LIMITATION OF LIABILITY

- 8.1. 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

9. GOVERNING LAW & JURISDICTION

- 9.1. The provisions of this Agreement and the rights and obligations of the Parties under or arising out of this Agreement shall be governed by, construed and enforced in accordance with the laws of India and the Courts of **East Khasi Hills** 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 **RJIL**]
through its duly authorized signatory]
RELIANCE JIO INFOCOMM LIMITED]

(Shri Saijul Haque)]

Reliance Jio Infocomm Ltd
Saijul Haque
Authorized Signatory

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Signed & Delivered by the within named **Second Party**]
through its duly authorized signatory]

Smt Estiio Syrnah]

Estiio Syrnah

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WITNESS:

1. RickyStar Shabong

2. 

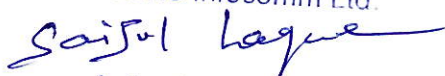
Appendix A

Agreement dated 26-10 2024

BY and Between

Reliance Jio Infocomm Ltd ,

Reliance Jio Infocomm Ltd.


Authorised Signatory

And

Smt Estiio Syrnah



List of Site Locations for installation of Telecom Equipment:

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

List of Infrastructure Installed

Reliance Jio Infocomm Ltd.

Saijal Lagun

Authorised Signatory

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