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Non Judicial



# Indian-Non Judicial Stamp Haryana Government



Date : 20/02/2023

Certificate No. G0T2023B2079



Stamp Duty Paid : ₹ 101  
(Rs. Only)

GRN No. 99511646



Penalty : ₹ 0

(Rs. Zero Only)

### Seller / First Party Detail

Name: As Per Document  
 H.No/Floor : Na Sector/Ward : Na LandMark : Na  
 City/Village : Na District : Na State : Na  
 Phone: 97\*\*\*\*\*94



### Buyer / Second Party Detail

Name : Bharti Airtel Limited  
 H.No/Floor : Na Sector/Ward : Na LandMark : Na  
 City/Village : Gurugram District : Gurugram State : Haryana  
 Phone : 97\*\*\*\*\*94

Purpose : AGREEMENT

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>



## License Agreement

This License Agreement is executed at Gurugram Haryana on 27<sup>th</sup> of June. 2023.

### BETWEEN

**DASHMESH EDUCATIONAL CHARITABLE TRUST**, having its Regd. Office at **B-65, Pachimi Marg, Vasant Vihar, New Delhi-110057** and having a Site Office at **SGT Dental College, Hospital and Research Institute, Farukh Nagar Road, Budhera, Distt. Gurgaon-123505 (Haryana)** through its authorized signatory Mr. ...., who is authorized to sign the agreement with Bharti Airtel Limited (hereinafter call then "First Party" which expression shall unless repugnant or contrary to the meaning or context hereof, include its successors and assigns).

### AND

**M/s. BHARTI AIRTEL LIMITED**, a company incorporated under the Companies Act, 1956 having its Registered office at **Plot No. 16, Udyog Vihar, Phase-IV, Gurgaon-122001 (HARYANA)** through its **Senior Manager Mr. Amit Bhatia** (hereinafter call the "Second Party" which expression shall unless it be repugnant to the subject or context hereof would mean and include its successors and permitted assigns).

WHEREAS the first Party engaged in the business **Academic Institute** and is the owner of the property seized and possessed of the property situated on **SGT Hospital and Research Institute, Farukh Nagar Road, Budhera, Distt. Gurgaon- 123505(Haryana)** along with title to roof rights.

WHEREAS the Second Party is engaged in the business of Cellular Mobile Phone Service by virtue of a licence agreement with Department of Telecommunication, Ministry of Communication, Government of India, New Delhi.

WHEREAS the First Party has permitted the Second Party to install necessary equipment covering super area of 3 m X 1.5 m (approx.) in the **Terrace** consisting of BTS (Base Transceiver), Battery Bank & Poles on roof top, to improve the network coverage of the services of the Second Party.

WHEREAS the Second Party intends to provide Network Solution for improving coverage connectivity in the premises at **SGT Dental College, Hospital and Research Institute, Farukh Nagar Road, Budhera, Distt. Gurgaon-123505 (Haryana)** owned/maintained/preserved by the First Party and the First party has agreed to the same on following terms & condition.

### NOW THIS AGREEMENT WITNESSETH AS UNDER:-

#### 1. DEFINITION

Premises shall mean the part of roof of the **SGT Dental College, Hospital and Research Institute, Farukh Nagar Road, Budhera, Distt. Gurgaon-123505 (Haryana)** as mutually agreed between the parties.



## 2. OBLIGATIONS / RIGHTS OF THE FIRST PARTY

The First Party hereby permits the Second Party to install network solutions in the Premises of the First Party as per the plan mutually agreed upon by both the parties. It is expressly agreed by the First Party that after approval of any installation plan and written intimation thereof, the First Party shall not change the same without the approval / consent of the Second party. The Network solution installed by the Second Party shall always remain the property of the Second Party.

The Second Party will provide and install necessary Telecom and Power Equipments or any other equipment / wiring in consultation with the building in-charge of the First Party.

The First Party hereby undertakes that it shall grant full ingress and egress rights (24hrs x 7 days) in the premises to the Second Party under written intimation to the building in-charge of the premises to enable it to carry out the installation and day-to-day maintenance of the Cable and the equipment installed (hereinafter referred to as "Services"), under advance intimation to First Party.

## 3. OBLIGATIONS OF THE SECOND PARTY

The Second Party, through out the tenure of this Agreement, shall maintain the network solution, BTS and the Cables at its own cost and expenses.

The Second Party shall take care of the aesthetics of the Premises of the First party at the time of installation of the equipment & cable of the Second Party.

The Second Party will carry out the work as per the good workmanship practices and all damages occurred on account of such installation shall be rectified at the cost of the Second Party. The Second Party would ensure that no structural component of the existing buildings such as columns, beams etc. are either cut or damaged in any manner whatsoever. The Second Party shall not cause any damage/loss to the property of the First Party in the process of installation, repair, maintenance and/ or removal of infrastructure and if there is any damage, the Second Party shall get it replaced/repared at its own cost and in such a manner that the property is restored to its original position

For installation of equipments for network solutions, all necessary and required permission / approval shall have to be obtained exclusively by the Second Party.

BTS (Base Trans receiver), Battery Bank & Poles installed in the premises by the second party to improve coverage will remain the property of the second party, and has the right to take it back upon the expiry/early termination of this agreement.

## 4. TERMS



The term of this Agreement shall be from **17/FEB/2023 to 16/FEB/2032** a total of **9 (Nine) years** and the same may be extended/renewed in writing duly signed by the authorized signatory of both the Parties. However, either party shall have the right to terminate the agreement by giving One-month notice in writing of its intention to do so.

The Second Party shall pay in advance an amount of **Rs. 12,100/- (Rupees Twelve Thousand One Hundred Only)** per month, plus GST Charges as Applicable to the First Party as License Fee for a period of nine years which shall be increased @ 10% after every three years. The charges shall be paid in advance in favour of **"DASHMESH EDUCATIONAL CHARITABLE TRUST"** for the said Term. The License Fee amount shall remain unchanged for any technological enhancement carried out for the Network Solution in the Premises (for example 2G, 3G, 4G, 5G enhancement) during the Term of this Agreement.

The Second Party shall not be liable to pay any monthly fee & other charges in the event, the Demised Premises, or any portion thereof becomes unusable due to Force Majeure (destruction or damages by acts of god, tempest, flood, earthquake or any other means like fire or riot, civil or military action, war, caused not due to any acts of commission, omission or negligence of the Lessee or due to any action/order of any court or tribunal and act of third party ("Force Majeure"). Further, the First Party shall ensure that no hindrance is caused for any reason whatsoever during the network Deployment and thereafter during the continuance of this agreement including uninterrupted, unobstructed and unhindered access to the Demised Premises at all times to Second Party Representatives etc., however, in case of any default on part of the First Party adhere to any of the above conditions, the Second Party shall not be obliged to pay any monthly fee & other charges for the such period the said default exists.

Electricity Billing for Consumption on actual basis are payable by Second Party to First Party per month. Electricity connection shall be procured by the Second Party in the Premises

The Second Party shall be solely liable and responsible for periodical maintenance of the equipments, machineries, wires and other installations viz batteries, poles etc. and shall also be responsible for any untoward incident and/or mishap damage to life and properties adjacent to the premises including but not limited to electrical short circuit, toppling of poles and other equipments. The Second Party shall be liable to make good all or any losses claims that may be raised against the First Party due to such untoward incident/mishap and take care of all or any legal issues or claims that may be raised or filed against the First Part.

## 5. INDEMNIFICATION

Second Party shall indemnify and agrees to keep indemnified the First Party its affiliates and their employees, officers, directors, and contractors from and against all losses, damages, liability, costs and expenses (including legal expenses on a full indemnity basis) sustained or incurred by those indemnified, arising out of or in connection with any:

a) act or omission on the part of Second Party or any of its personnel in the performance of this Agreement, or under any applicable rules, regulations or law as deemed implied on their respective part;

b) breach by defaulting party of its confidentiality and privacy obligations under this agreement; and



c) bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or willful misconduct of the Second Party, its employees or agents.

## 6. DISPUTE RESOLUTION & JURISDICTION

In the event of any dispute or difference between the Parties to this Agreement in respect of or concerning or connected with the interpretation or implementation of this Agreement or arising out of this Agreement, such dispute or difference shall be referred to arbitration by a sole arbitrator to be appointed by the Second Party. The arbitration shall be held in New Delhi, India. The decision of such arbitration shall be binding and conclusive upon the Parties and may be enforced in any court of competent jurisdiction

This Agreement shall be governed by the laws in India and rules and regulations as set forth by the regulatory authority TRAI and courts in Delhi shall have exclusive jurisdiction over matters relating to or arising from this Agreement.

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 and have agreed to abide by the terms and conditions to this agreement.

IN FAITH AND TESTIMONY, the parties have set their hands to this agreement at New Delhi on the day, month & year written hereinabove, in the presence of the witnesses.

For and on behalf of  
DASHMESH EDUCATIONAL  
CHARITABLE TRUST

(Authorized Signatory)

For and on behalf of  
BHARTI AIRTEL LIMITED

A handwritten signature in blue ink is written over a blue circular stamp. The stamp contains the text "BHARTI AIRTEL LIMITED" around the perimeter and a small star in the center.

(Authorized Signatory)