

Date: 23-June-16

Place: Ghumarwin

Ref. No. Govt. College/WIFI/

To,

Principal, Swami Vivekanand Govt. Degree College, Ghumarwin 174021

Kind Attn. Principal Govt. College Ghumarwin

Sir,

Subject: Proposal to install telecom equipment(s) for providing Wi-Fi/Telecom Services

We, Reliance Jio Infocomm Ltd, having its registered office at 9th Floor, Maker Chambers IV, 222, Nariman Point, Mumbai 400 021, (hereinafter referred to as RJIL) hereby subject to terms and conditions as specified herein below, submit the proposal for providing Wi Fi / telecom services, **(the Proposal)** subject to the terms and conditions as mentioned below .

1. RJIL shall be granted with the permission ^{and right} to occupy a clearly demarcated space , including any future additional locations, for the Initial term or any renewal as mentioned in para 3, as per the details (space & equipment) mentioned at **Appendix. "A"**, in the Premises , together with the right to install , commission, operate and maintain various telecom equipment(s) ,all related activities as well as right to use the common areas, ducts, roof top, etc. to lay, repair and maintain various cables, with all incidental rights, for providing Wi Fi / telecom services to the customers at Swami Vivekananda Govt. Degree College Ghumarwin, Bilaspur **(the Premises)**, which is in lawful possession, enjoyment and ownership of Swami Vivekananda Govt. Degree College, Ghumarwin Distt -Bilaspur **(the Institution)** .The list of equipment(s) to be installed shall be incorporated in Appendix A, by giving appropriate reference to the proposal and acceptance communicated by the Parties.
2. The telecommunication services, shall be provided by RJIL to RJIL Customers/ subscribers (hereinafter referred to as "Customers") as per the Unified License granted to it by DoT, directions of Government authorities, etc. Subject to the permissions, rights granted, the list of equipment(s) to be installed shall be incorporated in Appendix A, by giving appropriate reference to the permission letter issued.

Signature of Authorized Signatory of RJIL

Accepted and signed by the Authorized Signatory of Institution

Reliance Jio Infocomm Limited, CIN: U72900MH2009PLC234712

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3. The permission is to be granted for a period of **5 years** from the date of issue of grant of this permission ("**Initial Term**"). The permission and rights granted will be further mutual agreement of both party and extended after the expiry of the initial term for a term equivalent to the Initial Term.
4. RJIL will have the following rights,
 - a. To install, commission, operate and maintain telecom equipment, including but not limited to laying of cables, at the locations in the Premises and at any additional locations as per feasibility and requirement of RJIL in future (hereinafter referred to as "Site Locations") during the Initial Term and any renewal thereof,
 - b. To provide various telecommunication services in compliance with the terms and conditions of Unified License, as well as per guidelines issued by various Government and Regulatory Authorities, and other applicable laws,
 - c. 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
 - d. 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
 - e. To determine Pricing and Tariff planning of telecommunication services availed by Customers, and any change therein
 - f. To address the queries and concerns of the Customers about the telecommunication services
 - g. 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 website(s),
 - h. To assign or transfer the rights and obligations under this proposal and acceptance thereof in favour of any of its associate companies, subsidiaries or affiliates.), or any other person(s) or entity (ies) with a written intimation to us. For the purpose of this letter, Affiliates shall mean any person directly or indirectly controlling, controlled by or under direct or indirect common control with RJIL.


Signature of Authorized Signatory of RJIL


Accepted and signed by the Authorized Signatory of Institution

Reliance Jio Infocomm Limited, CIN: U72900MH2007PLC224712

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5. The rights of the Institution are as follows
- To provide permission to RJIL, with space at the Site Locations in the Premises and a conducive operating for the telecom equipment, and grant right of way in the Premises to install its telecom equipment, including but not limited to laying of cables.
 - 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. However it should not affect regular teaching work.
 - Not to claim any retention right, preferential claim or lien (or any other similar right), through itself or through any other person/entity acting under the Institute / us, on the telecom equipment (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.
 - 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.
 - To permit RJIL to list and promote the Premises as an available telecommunication services location on RJIL's website or through any other means.
 - 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 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 the Premises, from time to time with prior intimation to the Institute / us, by RJIL. With due permission of college at specified Place.
 - 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.
6. Access to the Premises shall be provided to the maintenance team, employees, associate companies, affiliates, and any authorized representatives of RJIL, upon intimation to the representative of the Institute, for the purpose of carrying out any installation, upgrade, repair and day to day maintenance of the telecom equipment, as required.
7. That the undersigned being the authorized signatory on behalf of the Institute, hereby allows RJIL for installation of telecom equipment and provisioning of telecom services of RJIL and hereby confirms that the undersigned / authorized signatory who grants this permission has necessary powers and is duly authorized to sign such permission letters.
8. The Second Party shall provide to RJIL a separate electricity sub-meter(s) including cabling from main point to sub meter, with power back-up, and RJIL shall pay electricity


Signature of Authorized Signatory of RJIL


Accepted and signed by the Authorized Signatory of Institution

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- 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 the 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
9. RJIL shall indemnify and keep indemnified the Institute against any actions, claims, proceedings, losses, which the Institution 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. The Institution shall indemnify and keep indemnified RJIL against any actions, claims, proceedings, losses, which RJIL may suffer (i) due to any act or omission on the part of the Institution in complying with the rules and regulations of Municipal/Local authorities, non-payment of any taxes, levies, etc. It is clarified that all communication to the end customers shall be done by RJIL and the Institution may only facilitate such communications, if required.
 10. RJIL shall have the right to remove its equipment(s), cables, ducts, switches etc., and cease to provide services to its end customers at the Premises, on surrendering this permission or rights granted in terms of this Proposal after giving 60 (Sixty days) notice to the Institution, without any cause during the Initial term or any renewal thereof. However, the Institution shall not withdraw or cancel the permission granted herein during the Initial term of at least 3 Years
 11. This Proposal once accepted will act as a binding agreement between the Parties for the Initial Term and for any extended period, at the option of RJIL, the Proposal and the acceptance as below shall be read together and construed as one document.
 12. RJIL shall have all rights to dismantle, reinstall, 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 subsistence of this permission or any time thereafter, without any let, hindrance or objections, whatsoever from the Institution. The Institution shall not have any kind of lien or charge or encumbrance over the telecom equipment and other assets installed by RJIL at the Premises, Upgradation or modification for its own services by RJIL can be done.
 13. It is expressly agreed that 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.
 14. The permission granted herein shall be subject to the applicable laws of India. Any dispute shall be subject to the jurisdiction of competent courts of ~~Shimla~~ *Ghumarwin*

This Proposal is submitted in duplicate and please sign and execute your acceptance signifying the grant of permission and acceptance of the Proposal by the Institution on the above terms and conditions.

Deep
Signature of Authorized Signatory of RJIL

23/06/2016
Accepted and signed by the Authorized Signatory of Institution

Reliance Jio Infocomm Limited, CIN: U72900MH2007PLC012

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Principal
S. V. Govt. College Ghumarwin
Dist. Bhaspur (H.P.) 174021

For Reliance Jio Infocomm Ltd

Authorized Signatory,

Name: AMIT KUMAR SAXENA

Designation - Lead, Marketing HP.


Signature of Authorized Signatory of RJIL


Accepted and signed by the Authorized Signatory of Institution

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Principal
S. V. Govt. College Ghumarwin
Dist. Dhule HP 431402



Appendix A

Proposal Ref no. _____ Dated _____, of Reliance Jio Infocomm Ltd
and acceptance issued by Swami Vivekanand Govt Degree College Ghumarwin
(Institution)

List of Site Locations for installation of Telecom Equipment:

1. APs-
2. Switches-
3. Rack-
- 4.
- 5.

List of Equipment(s) installed.


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