

(To be executed on non Judicial stamp Paper of Rs. 100/- and to be attested by Notary Public)

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (MOU) made at Jaipur on this ____ day of ____ 2014 between **Rajasthan State Industrial Development & Investment Corporation Limited (RIICO)**, a Company incorporated under the Companies Act, having its registered office at Udyog Bhawan, Tilak Marg, Jaipur through its Unit Head, Unit _____ having its office at _____, which is here in after referred to as the **First Party** to this agreement (Which includes its successors and assigns)

And

INDUS TOWER LIMITED / Reliance Jio Infocomm Ltd., a Company incorporated under the Companies Act, 1956 having its registered Office at _____ and State Office at _____ represented herein by its duly Authorized Signatory Mr. _____ hereinafter referred to as the **SECOND PARTY** to this agreement has authorized vide board of Resolution dated _____ (which expression shall unless repugnant to the subject or context shall mean and include its successors, subsidiaries, affiliates, and/or assigns) of the **SECOND PARTY**.

Parties to this agreement shall herein after be individually referred to as "Party and collectively as Parties"

WHEREAS FIRST PARTY is a Rajasthan State Government undertaking (State Industrial Development Corporation – SIDC) involved in development of Industrial Areas (Industrial and its supportive infrastructure) in the State, beside other activities as an SIDC.

AND WHEREAS SECOND PARTY is a registered infrastructure provider, category - 1 (IP-1) / is an ISP provider and internet company, having category - A license granted by the Department of Telecommunications, Ministry of Communications & IT, Government of India, and is engaged in the business of establishment, maintenance and provision of telecommunication infrastructure, which inter alia includes providing towers and other allied equipments and leasing of antennae sites on multi-tenant sharing basis, to various telecom service providers like wire-line

and wireless communications including cellular services providers / engaged in the business of providing broadband internet 4G services in the State including Rajasthan. The **SECOND PARTY** is providing these services through non-ionizing radiation which are harmless to the inhabitants.

AND WHEREAS for the aforesaid purpose, **SECOND PARTY** is required to establish / develop a tower network as well as laying the optical fibre cable network across the state.

AND WHEREAS SECOND PARTY has approached the **FIRST PARTY** for permission to erect ground based masts at different feasible location across the state by deploying Long Term Evaluation (LTE) technology and to reinstate pits / trenches, for the purpose of developing a suitable mast/ tower network across Rajasthan for establishing broadband, 4G network Service. **FIRST PARTY** has given its permission in respect thereof to the **SECOND PARTY** vide its letter no. _____ dated _____ under the set policy as issued vide office order no. Sr. DGM/Tech./agenda/107 dated 04.03.2014 and amended Office Order No. Sr. DGM/Tech./agenda/344 dated 30th May, 2014 **AND WHEREAS SECOND PARTY** is willing to provide infra facility to the various telecom operators for 4G network services, and in the matter related thereto. **SECOND PARTY** is willing to execute or install works/GBMs/ process facilities in the RIICO industrial areas.

AND WHEREAS pursuant to the permission granted by **FIRST PARTY** as aforesaid, **FIRST PARTY** has agreed that **SECOND PARTY** will be allowed to take specified location for erecting ground based masts and other equipment and laying underground fibre network and second party will execute an MOU with first party through its concerned Unit Head on the lines of the MOU being executed by UDH and LSG Department of the State Government in similar matter and as per the amended office order no. Sr.DGM/Tech./Agenda/344 dated 30th May, 2014.

NOW, THEREFORE, in consideration of the mutual covenants contained in this MOU the parties, intending to be legally bound, agree to the following terms and conditions contemplated herein below:-

1. **SECOND PARTY** shall obtain necessary permission for installation of Ground Based Mast, in RIICO Industrial Areas from the Unit Head concerned and permission from the concerned local bodies or JDA/JODA/UIT concerned, if so required.

2. That no objection certificates of the other authorities whenever necessary including traffic Police shall be obtained and the conditions thereof shall be binding.
3. Multi-user Mast will be erected by the **Second Party** instead of single user subject to condition that radiation levels will be maintained as prescribed by statutory authority.
4. Every Antenna before their operationalization shall be tested to ascertain their permissible radiation limit by the **SECOND PARTY** and Test report of radiation limit will be taken from the approved agency (like IIT) approved in the state Govt and **SECOND PARTY** shall submit periodic test report in every 3 months. The GBM shall be installed on the road having minimum 30 feet width and no antenna shall be installed on any road or street having their width lesser than 30 feet.
5. All the terms and conditions of the **FIRST PARTY** provided in the provided in the sanction letter no. _____ dated _____ and office order no. Sr.DGM/Tech/Agenda/107 dated 04.03.2014 and amended Office Order Sr. DGM/Tech./agenda/344 dated 30th May, 2014, any other bye laws, rules, order or directions issued by the **FIRST PARTY**, and Government of Rajasthan from time to time in this behalf shall be applicable mutatis-mutandis along with their modification alteration or amendment, as the case may be. Copies of sanction letter and office order are enclosed will be part of this MOU.

All the terms and conditions contained in the office letter will be abided by both the parties.

6. The **SECOND PARTY** has agreed to provide upto 2MBPS Bandwidth free of cost to the **FIRST PARTY** for its own use or any other authority for their use on the directions of the **FIRST PARTY**.
7. **SECOND PARTY** shall erect GBMs at the specified locations on road over the ground area not more than 4 mtr x 4 mtr and keeping inter distance between the two GBMs not less than 200 meters aerial distance (Line of sight).
8. **SECOND PARTY** shall lay OFC at the specified location from fibre to home network on the roads over the ground area erecting poles not

more than 1 mtr x 1 mtr and keeping inter distance between the two poles not less than 50 mt. in line of the sight.

9. **SECOND PARTY** shall not use or install any equipment on the towers for electricity, generation (battery etc.) creating noise and environment pollution and any other type of pollution beyond the permissible limit of the pollution prescribed by the concerned department of the Government of India . The **SECOND PARTY** shall always ascertain to keep radiation Limits within the prescribed parameters of the Department of Telecommunication.
10. The **SECOND PARTY** shall be solely responsible for the structural stability & safety of the GBMs and keep them installed safely. The **SECOND PARTY** shall use structural design and their quality as per the norms prescribed by the Department of Telecommunication from time to time.
11. The **SECOND PARTY** shall be solely responsible for any mishap or any damage to the public or their property, as the case may be if occurred during or after erection of the GBMs or any other ancillary work there to and shall indemnify the **FIRST PARTY** and/or any individual so suffered against such mishappening or its consequences. The **SECOND PARTY** shall be responsible for occurrence of any damage directly due to such mishap to any individual or their property and **FIRST PARTY** shall not be responsible for such damage or mishappening.
12. **SECOND PARTY** shall permit **FIRST PARTY** or their authorized department / authority to use advertisement boards on at least 10% of these GBMs as per policy of the FIRST PARTY and it sole discretion.
13. The height of GBMs shall be 30 mtrs maximum subject to clearance from Airport Authority and SACFA (Standing Advisory Committee for Frequency Allocation) whichever is applicable. In case tower height exceeds the height of 30 mtrs technical assessment of height required shall be done by I.I.T / N.I.T / Telecom Consultants of India Ltd. a Government of India undertaking (T.C.I.L.).
14. The **SECOND PARTY** shall be liable to pay registration and other charges as may be levied by RIICO from time to time under the policy regarding GBMs along with the charges for erecting the GBMs

and laying of OFC in RIICO industrial areas as applicable for a particular site and as may be demanded by concerned Unit Head of RIICO.

15. The **SECOND PARTY** shall also provide the following equipment / facility one time to the **FIRST PARTY** or their authorized authority as the case may be. The **SECOND PARTY** or their authorized authority shall be responsible for operation and maintenance including insurance as the case may be of such equipment / facility. The up-gradation and replacement of such facility and equipment shall be borne by the **SECOND PARTY** or their authorized authority having obligation of operation and Maintenance.
16. Security Surveillance Cameras of High resolution for police use on all Ground Based masts (GBMs) will be provided by the **SECOND PARTY** free of cost along with free bandwidth required for the same in consultation with police department on mutually agreed terms.
17. In case **FIRST PARTY** requires High Mast Lighting instead of Surveillance cameras the same shall be installed by **SECOND PARTY** with necessary spares. However, the work on the towers shall be done by IBSL personnel only without any delay.
18. Provided that the operation work of high mast Light/Cameras on the GBMs shall be carried by the **SECOND PARTY** or their agent, only in the physical presence of the authorized employee/officer of the **SECOND PARTY**. In case of any repudiation or negligence of any employee regarding operation and maintenance etc. as aforesaid **FIRST PARTY** shall not be responsible for any mishap or damage occurred thereto. The recurring cost of consumption of electricity for street light shall be borne by **FIRST PARTY** or their assignee as the case may be. The maintenance of Camera shall be made by the **SECOND PARTY** for the period of three years from the date of their installation.
19. As a part of Corporate social Responsibility, **SECOND PARTY** in addition to security cameras, Street lights, free hoardings as mentioned in aforesaid paras, shall also maintain upto 7 parks / roundabouts / open spaces in each industrial area as per

requirement assessed by RIICO Unit office concerned where GBM is being erected.

20. The **SECOND PARTY** shall execute lease deed in favour of RIICO consolidately for the proposed plan of the GBMs or their part thereof and lease amount shall be applicable for the same as mentioned above. The lease period may be co-terminus with the terms of license or their renewal as the case may be, if any, of the **SECOND PARTY**.
21. That in case of happening of any Force-Majeure, events like act of god, parties of this agreement shall not be responsible for any damages occurred to parties or any other person or individual.
22. That in case of any dispute between the parties territorial jurisdiction shall rest in Jaipur.

The Memorandum of understanding has been executed under lawful authority of the parties with free consent without any undue-influence or coercion and in presence of two independent witnesses and parties hereto have signed this and seals on the day _____ month _____ of year _____first hereinabove written.

Signed & Delivered by the within named.

For FIRST PARTY RIICO

For SECOND PARTY

Unit Head,

**INDUS TOWER Ltd./
Reliance Jio Infocomm Ltd.
Through its Constituted Attorney**

Witness:

1. Name

Address

2. Name

Address