



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Uttarakhand

e-Stamp

Certificate No. : IN-UK38322638997396V
Certificate Issued Date : 24-Feb-2023 04:53 PM
Account Reference : NONACC (SV)/ uk1200204/ DEHRADUN/ UK-DH
Unique Doc. Reference : SUBIN-UKUK120020482520605779650V
Purchased by : INDUS TOWERS LIMITED
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : NA
Consideration Price (Rs.) : 0
(Zero)
First Party : NA
Second Party : INDUS TOWERS LIMITED
Stamp Duty Paid By : INDUS TOWERS LIMITED
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



गणेश सिंह
रजिस्ट्रार
कोट न्यायाधीश २२/२/२३

Please write or type below this line

LICENSE DEED

THIS LICENSE DEED IS MADE ON THIS 7th DAY OF Jun 2023

BETWEEN

Swami Rama Himalayan University (SRHU), a University established under Section 2(f) of UGC Act and enacted vide Uttarakhand Act No. 12 of 2013, having its registered office at Swami Ram Nagar, Jolly Grant, Dehradun through its Registrar, herein after called '**Licensor/First Part**'

AND

Indus Towers Ltd. a company incorporated under Companies Act, 1956 having its circle office, 2nd Floor, Tower No.- 1, Okaya Centre, B-5 Sector-62, Gautam Budh Nagar, Noida-201301 (Uttar Pradesh) and registered office at 4th Floor, Building No. 10, Tower - A, Phase - II, DLF Cyber City, Gurugram - 122002, (Haryana) through its Authorized Signatory/Head Legal, hereinafter referred to as the "**Licensee**", (which term or expression shall unless otherwise excluded by or repugnant to subject of context hereof be deemed to mean and include its agents, permitted assigns, representatives, successors, group companies, subsidiaries and associates), of **OTHER PART**. The Licensor and Licensee are hereinafter collectively referred to as **the Parties** and severally as **the Party**.



WHEREAS:

(A) Licensee is a registered Infrastructure Provider, category-1(IP-1) by virtue of registration granted by the Department of Telecommunications, Ministry of Communications & IT, Government of India, and is engaged in business of establishment, maintenance and provision of telecommunication infrastructure, which inter alia includes providing towers and other allied equipments and leasing of antenna sites on multi-tenant sharing basis, to various telecom service providers including cellular service providers.

(B) Licensee is interested in obtaining premises from Licensor on License basis, inter alia, for the purpose of establishing, installing, operating, maintaining and storing various kinds of cell sites, structures, transmission towers/poles with single or multiple antennas, civil/prefabricated equipment shelters, earthing connections to antenna, generator, equipments, laying of optical/electrical/copper cables to ground, lightning arrestors, and aviation lamps, necessary cabling and connectivity to each antenna, generator, equipment, and space for installation of electricity meter and power connectivity etc., network equipment (such as radios, batteries, antennas, cables including optical/electrical/copper cables, etc.), ducts, fibers and other assets ("Equipments") in order to provide the same on License/rent/sale basis to various telecom service providers like Airtel, Idea, Vodafone, Reliance etc. in furtherance to its above stated business (the "Business");

(C) The Licensor had represented to the Licensee that he is the absolute and bonafide owner/possessor, having a clear and marketable title of the building/ premises / plot (part of the plot / building in case of being a co - owner as per mutual partition amongst the Co - owners which is clearly demarcated on ground by metes and bounds and of which the Licensor is in actual physical possession) herein, and is legally entitled to License out the said plot admeasuring upto 55-100 Sq. Mtr. situated at Swami Rama Himalayan University, more particularly described in the Schedule and the site plan attached to this License Deed herewith as Annexure-I.

(D) The Lease deed was executed between the parties in the year 2016 for a term of five years and the same is successfully completed. Both the parties are agreed to renew the License Deed on mutually agreed terms.

(E) Based on the written as well as oral representations, assurances and warranties, the Licensee has accepted to take on License the Demised Premises together with all rights, easements and appurtenances attached thereto, including the right to use the common areas and facilities etc., along with the right of ingress and egress to all common areas, and the Licensor has agreed to give on License the Demised Premises as per detailed terms and conditions as contained in this renewed License Deed.

Now by this License deed it is agreed between Parties as follows:-

1. **LICENSE:** The Licensor hereby grants to the Licensee and the Licensee hereby accepts on License from the Licensor, the Demised Premises for carrying on its Business or such other activities as it may deem fit, without any hindrance by the Licensor. The Licensor has handed over the physical vacant peaceful possession of and granted access to the Demised Premises to the Licensee simultaneously on the signing of this License Deed and the Licensee may immediately commence and carry out all types of installations, fixations, fittings alterations, air-conditioning, cabling, ducting, temporary flooring, and set up and install its tower, Equipment's etc. in the Demised Premises as per its sole discretion and requirements from time to time.

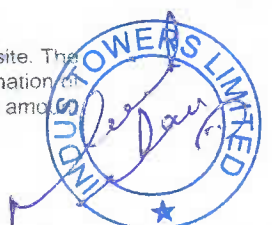
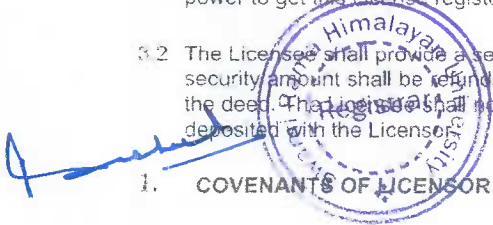
1. **TERM:** This License Deed is for a period of **Three (3) years** commencing from **2nd Feb 2023**. Any renewal, after the expiry of the Term, shall be with the mutual consent of the Parties. At each renewal, a fresh License deed shall be executed, stamped and registered, on mutually agreed terms.

2. **LICENSE FEE/RENT:**

3.1 In consideration of the Licensor granting on License the Demised Premises to the Licensee, the Licensee has agreed to pay the Licensor a revised monthly license fee of **Rs. 20,000/- (Rupees Twenty Thousand only) + GST** (hereinafter called as "Rent") per site, commencing from the date of execution of this agreement. The Rent shall be payable monthly in advance by the 10th day of each English calendar month vide Cheque / Demand Draft/Bank Transfer in favor of the Licensor. The Rent shall be payable in the name of Swami Rama Himalayan University subject to tax deductible at source. The Rent would be exclusive of all present and future taxes, including property taxes, municipal taxes or any other statutory taxes that may be levied by the State / Central Government. Further, the Licensor shall furnish to the Licensee, the receipts towards the payment of Rent. Licensee shall also be liable to pay to the Licensor the GST as well as any other future taxes imposed by Central, State, Local or Municipal authority with regard to Licensed premises (except those taxes which are specifically denied in this license deed). The Licensor agrees and undertakes to complete all the registration formalities simultaneously with the execution of this License Deed and in any case within 30 days from the date of execution failing which the Licensee shall be entitled to withhold the Rent till the License Deed is registered and this will not amount to breach of Rent payment obligation of the Licensee. The Licensee shall also have the power to get this License registered as "Kabuliyatnama".

3.2 The Licensee shall provide a security deposit to the Licensor equivalent to 1 year rental amount for each site. The security amount shall be refundable, after deduction if any, on completion and/or subsequent to the termination of the deed. The Licensee shall not be entitled for any interest on the deposited security money or any other amount deposited with the Licensor.

1. **COVENANTS OF LICENSOR:** Licensor covenants with Licensee as follows



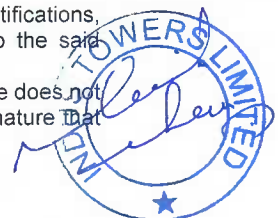
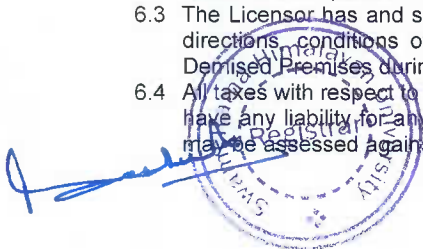
- 4.1 The Licensors hereby permits the Licensee to install, erect, commission, establish and maintain on the Demised Premises, including but not limiting to a) Equipments; b) Additional Antenna for the purpose of sharing with any other telecom operators; c) Air conditioners; d) DG Set, or any other source or technology of producing energy; e) Guard-room; and f) Temporary/semi- permanent shed for housing the generator and other equipment that may be installed.
- 4.2 The Licensors expressly grants the Licensee the permission to License/rent/grant the Equipments etc. installed at the Demised Premises, for use of telecom operators and entities ("**Associates**") and to enter into multi-operator arrangements/agreements with the Associates, who shall provide or intend to provide telecom services. Further, the Associates shall be entitled to use/install any of their equipments etc. in the Demised Premises. For the limited purposes of this License Deed, all such equipments etc. shall be deemed to be the Equipments of the Licensee. No additional permission shall be required nor any objection shall be raised by the Licensors, at any point of time, for the above purpose, nor shall the Licensee or the Associates be liable to pay any additional compensation/ fees or other charges whatsoever. The Licensors shall have no objection for the transfer of the License hold rights of the Licensee on account of the Licensee's merger, amalgamation, takeover, re-structuring or any other re-arrangement, and the terms of this License Deed shall continue. However, the above said written intimation will be provided to the Licensors of the above said merger, amalgamation, takeover, re-structuring or any other re-arrangement.
- 4.3 The Licensors hereby grants unconditional and unrestricted permission to the Licensee, Associates to whom the Licensee has permitted to use the Equipments, its clients and to its associates etc. ("**Licensee's Representatives**") to engage the services of vendors, contractors, engineers, supervisors, workmen, employees, authorized personnel, sub-contractors, security guards, caretakers and other service providers etc., ("**Third Party Contractors**") to erect, install, commission, up-grade, or such additional or alternate equipments etc. that may be required from time to time at their own expense and cost, to dig trenches, gutters, chambers and carry out all other plumbing, civil/mechanical and electrical works, to carry out repairs, maintenance, alterations etc. The Licensors hereby provides unhindered ingress and egress, to the Licensee, Licensee's Representatives and Third Party Contractors, who shall be entitled to carry tools, tackles, heavy machinery, raw materials, cranes, anchorage equipment, winches, pulleys, ropes, scaffolding, brackets, clamps, welding and cutting equipment etc. and to use the same on the Demised Premises. The Licensors has also permitted the Licensee and Licensee's Representatives to display logos, signage, glow signs, hoardings etc. on the Equipments/ Demised Premises at no extra cost whatsoever.
- 4.4 It is especially understood and agreed that the Equipments and other items, fixtures etc. installed by the Licensee shall always remain, without exception, the Licensee's property, and upon its expiration or early termination, or otherwise the Licensee shall remove the same from the Demised Premises.
- 4.5 Licensee shall be entitled to an uninterrupted, unobstructed and unhindered access to and peaceful enjoyment of the Demised Premises, throughout the Term of the License Deed. Notwithstanding anything to the contrary contained herein, if there is any interruption or disturbance **due to any act of Licensors** in the peaceful enjoyment of Demised Premises for any reason whatsoever, no Rent or any other outgoings shall be payable by Licensee to Licensors for period of interruption or disturbance.
- 4.6 The Licensee shall be entitled to have all rights and entitlements conferred upon an Infrastructure Provider Category-I (IP-1) under the Indian Telegraph Act, 1885 or any other applicable laws, rules or regulations framed thereunder. The Licensors acknowledges that the services provided by the Licensee from the Demised Premises are essential and public utility services and that the Licensee shall be entitled to all the rights related to operation and maintenance of SITES conferred by law to use this licensed premises.

5. COVENANTS OF LICENSEE: Licensee covenants with Licensors as follows:

- 5.1 To pay to the Licensors the monthly Rent, as per the terms of this License Deed. The Licensee shall also pay facility charges to the Licensors, including the charges for electricity and water consumed in the Demised Premises, based on meter reading. **The Licensee shall install a separate electric meter for the electricity and pay the expended electricity charges as applicable in the university premises from time to time (Rs. 10/- Per Unit) to the Licensors.** The Licensee shall pay the facility charges, including electricity charges, by the end of the month for which invoices is generated. Further at the end of each year if there would be any differential amount with regard to facility charges, same shall be cleared by the Licensee. It will be responsibility of the Licensee to collect the invoice every month timely from Finance Department of the Licensors.

6. REPRESENTATIONS & WARRANTIES: Licensors represents & warrants that:

- 6.1 The Demised Premises are free from all restrictive covenants, lispendens, acquisition and requisition proceedings, minor's claims, mortgage, lien, charge, or claims or encumbrances of any other nature whatsoever.
- 6.2 The Licensors shall provide all necessary documents and extend co-operation, assistance as deemed necessary by the Licensors and required by the Licensee from time to time to obtain licenses /permissions from the concerned authorities to operate the Licensee's business from the Demised Premises.
- 6.3 The Licensors has and shall continue to comply with all laws, bylaws, rules, regulations, orders, notifications, directions, conditions of the Government whether Central, State, Local or Municipal with respect to the said Demised Premises during the Term of this License Deed.
- 6.4 All taxes with respect to the Demised Premises have been paid by the Licensors, till date and the Licensee does not have any liability for any past/accumulated taxes, or any interest or penalty in respect thereof, of any nature that may be assessed against Licensors or become a lien against the Demised Premises.



The Licensee makes the following representations and warranties:

- 6.5 The Licensee is an entity duly incorporated and validly existing in accordance with the laws of India and has full authority to enter into this License Deed. The execution of this License Deed is not prohibited by its constituent documents or any applicable law or agreement to which it is a party.
- 6.6 Licensee has already obtained all the approvals/permissions from the concerned statutory body/ Government department for doing the business stated in this license deed/ agreement. Licensee shall be fully responsible to obtain for all Govt. applicable NOC/Permission whenever the same is required and assure all the NOC/Permission remains active during the term of the License Deed.
- 6.7 The Licensee has and shall continue to comply with all laws, bylaws, rules, regulations, orders, notifications, directions, conditions of the Government whether Central, State, Local or Municipal with respect to the said Demised Premises during the Term of this License Deed.

1. FORCE MAJEURE

If at any time, the Demised Premises is destroyed or damaged by acts of god, tempest, flood, earthquake or any other means like fire or riot, civil or military action, war, ("Force Majeure"). Licensor should provide clear access to SITES. Once access to SITES is available, demised premises should be restored in original condition for usage by Licensee within 60 days and no rent would be applicable during these 60 days period. In case Licensee is not able to restore the demised premise within 60 days and would be occupying the said space, rental would be applicable beyond this 60 days period. The Licensee shall have the option to terminate the License Deed by giving a 60 (Sixty) days written notice.

1. TERMINATION

- 8.1 The Licensee may, at any time after giving 2 (Two) months' notice, terminate this License Deed without assigning any reasons, notwithstanding anything to the contrary contained herein.
- 8.2 The Licensor reserves the right to terminate this License Deed by serving advance notice of 60 days to the Licensee. However in case of a breach of any terms & conditions of this License Deed by any of the party, both the parties shall have the right to terminate this License Agreement with immediate effect.
- 8.3 The Licensee shall handover the physical possession of the Demised Premises to the Licensor on the expiry or earlier termination of this License Deed as contemplated in this License Deed, subject to normal wear and tear. The provisions of this clause shall survive the expiry or the earlier termination of this License Deed.

1. GENERAL CLAUSES:

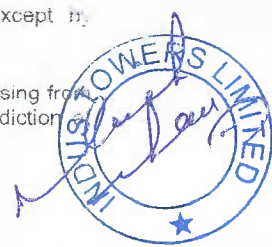
- a. Any notice etc. unless otherwise specified, shall be deemed to be validly sent if dispatched by registered post AD to the other Party at the following respective addresses -

If made to Licensee: Head - Legal, M/s. INDUS TOWERS LIMITED, 2nd Floor, Tower No.-1, Okaya Centre, B-5, Sector-62, Gautam Budh Nagar, Noida-201301 (Uttar Pradesh)

If made to the Licensor: Registrar, Swami Rama Himalayan University - Dehradun

Further, for any communication with Licensee, one point of contact would be icare@industowers.com

- b. The failure of either party to enforce any provision of this License Deed shall not be considered to be waiver of the right of such Party thereafter to enforce each and every such provision. Waiver, if any, shall be in writing signed by the then duly authorized signatory of the concerned Party.
- c. If any provision of this License Deed is determined to be void or unenforceable under any law applicable, such provisions shall be deemed amended or deleted in so far as is reasonably inconsistent with the provisions of this License Deed and to the extent necessary to conform to applicable law and the remaining provisions shall remain valid and enforceable.
- d. This License Deed constitutes the entire agreement between the Parties and supersedes all previous discussions/correspondence and arrangements/agreements between the Parties, if any, whether written, oral or implied concerning the matters covered herein. This License Deed shall not be modified, except by amendment(s) in writing duly executed by both the Parties hereto.
- e. This License Deed shall be construed in accordance with applicable laws of India and any dispute arising from the subject matter of this License Deed shall be adjudicated only in the Court of competent jurisdiction at Dehradun.



- f. Any dispute or difference out of or relating to the scope, operation or effect of this Lease Deed or the validity or the breach thereof shall be settled by arbitration, by a sole arbitrator to be appointed by mutual agreement between Licensor & Licensee, in accordance with the Arbitration and Conciliation Act, 1996. If both parties do not come to mutual consent as to sole arbitrator then both parties will have right to appoint one arbitrator each and such appointed two arbitrators will jointly with mutual consent will appoint a third arbitrator who will be chairman and preside over the arbitral tribunal. The award made in pursuance thereof shall be binding on the Parties. The venue of arbitration proceedings shall be Dehradun.
- g. The Licensor hereby permits the Licensee to procure loans/financial assistance from third party or financial institution, banks etc., from time to time by creating pledge and hypothecation over all or any of the equipment, installed at the Demised Premises. Further, it is expressly agreed that the Licensor shall not have any claim, lien or charge on the equipment, either for Rent, arrears, fees, compensation or otherwise.
- h. The stamp duty, registration & incidental charges in respect of this License Deed and all other documents that may be executed pursuant to this License Deed shall be solely borne by the Licensee.
- i. This License Deed may be signed in any number of counterparts, each of which is an original and all of which, taken together, constitutes one and the same instrument.
- j. The Licensee shall obtain SACFA clearance including height clearance through their Operator partners and should furnish a copy of the same within 60 days from operation. However Licensee shall be fully responsible to obtain for all Govt. applicable NOC/Permission whenever the same is required.
- k. The Licensee shall be liable to indemnify the licensor for any loss to the licensor because of any act of licensee and its staff and also liable to pay damages /compensation to the Licensor in case of any damages caused by a direct or indirect act of the Licensee or its employees to any property of the Licensor.

(Description of the Demised Premises)

Site 1: Near Old PG Hostel

Site 2: At the rear right corner of CRI staff parking towards the outer road

SIGNED, SEALED AND DELIVERED BY

(LICENSEE)

(LICENSOR)

Limited

In the presence of
WITNESS:

1.

1

2.

SIGNED, SEALED AND DELIVERED BY



Indus Towers

In the presence of

2

NO OBJECTION CERTIFICATE

(We Swami Rama Himalayan University, Dehradun have given my / our plot / piece of land being the Demised Premised herein on License to M/s. INDUS TOWERS LIMITED having its Circle office at 2nd Floor, Tower No.-1, Okaya Centre, B-5, Sector-62, Gautam Budh Nagar, Noida-201301 (Uttar Pradesh) for the installation of telecommunication equipment/cell site/ tower on the Demised Premises herein.

LICENSOR



Place: _____

Date: _____

