

भारतीय गैर न्यायिक

बीस रुपये

रु.20



Rs.20

TWENTY  
RUPEES

INDIA NON JUDICIAL

தமிழ்நாடு தமில்நாடு TAMIL NADU

35AB 422130

RELANCE JIO Infocomm - சந்தர்ப்பம்

8835

காரைக்கி

S. சந்திரசேகர்

6/02/2019

AGREEMENT

முத்திரைகளை எழுப்புவதற்காக

L.No: 6/2000 Dt: 31-7-2000

The Agreement is executed at PSYEC on 15 day of March, 2019, 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 9<sup>th</sup> 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

Mr. Dr. V. Dharmalingam, PAN No. AALPDASS4D s/o R. Velayutham residing at PSYEC College hereinafter referred to as "**Second Party**", which shall mean and include his heirs, executors, administrators and assigns of the **OTHER PART**;

WHEREAS

- A. The Second Party has represented to RJIL that the Second Party is the lawful owner and is in possession of the premises having address at PSYEC (hereinafter "**the Premises**"), the details of which are as specified in Appendix A.
- B. The Second Party hereby permits grants RJIL, the right to occupy and use the space provided at various locations in the Premises to provide enhanced network coverage and various telecommunication services as per the terms and conditions mentioned hereunder

V. No [Signature]

NOW THIS AGREEMENT WITNESSETH AS UNDER

1. RIGHTS GRANTED

- 1.1. RJIL is hereby granted exclusive rights, and permissions by the Second Party in the Premises to occupy and use the earmarked space(s) in the Premises (**Site Locations**) as per **Appendix A** to lay install, commission, operate maintain, repair and all other incidental activities ( hereinafter called **Commission , or Commissioned** ) various telecom equipment, cables , ducts fiber , switches, routers ,materials, poles ( **Infrastructure** ) as well as to use, access the common areas, ducts, roof tops, etc. to Commission the Infrastructure, and all activities related thereto, during the entire Term mentioned in Clause 2, in order to provide enhanced network coverage at the Premises and various telecommunication services, to RJIL Customers (hereinafter referred to as "**Customers**") as per the Unified License granted to it by DoT. Post Commissioning of Infrastructure, the list of Infrastructure Commissioned at the Premises shall be recorded, signed by the parties and the same shall be appended as **Appendix A** of this Agreement. The Second Party shall provide uninterrupted electricity / power supply with required back up to RJIL for maintaining and operating its Infrastructure , without any charges.

2. TERM

- 2.1 The term of this Agreement shall be for 20 years from the date of signing of this Agreement ("initial term"). The agreement shall be renewed after expiry of the initial term for a term equal to the initial term.

3. RIGHTS AND OBLIGATIONS OF RJIL

- 3.1. To Commission the Infrastructure , at the roof top, terrace or agreed locations in and around the Premises (hereinafter referred to as "**Site Locations**") and 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, applicable laws.
- 3.2. 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, post intimation to the Second Party over phone on the same.
- 3.3. 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) 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 **as per Appendix 1 below** 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 Commission the Infrastructure at the roof top, or terrace, and to ensure that the Infrastructure deployed by RJIL at the Site Locations are secured from any intentional damage or theft.
- 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 installation, testing, repair and maintenance activities with valid ID card & authorization letter for the said person to perform above activities with prior telephonic intimation to the second party
- 4.3. 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 by RJIL within the Premises, and to not interrupt the space occupied by RJIL during the subsistence of this

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agreement. To arrange any additional permissions from the society or owners association for right of way etc as may be required.

- 4.4. 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 and 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 Infrastructure. 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. **PERMISSION AND ACCESS**

- 5.1. The Second Party shall provide access to the maintenance team, employees, associate companies, Affiliates, and any authorized representatives of RJIL, with valid ID cards, at any time on a 24 x 7 basis, 365 days a year, upon intimation for the purpose of carrying out any installation, upgrade, repair and day to day maintenance of the telecom equipment, poles installed etc as required

6. **TERMINATION**

- 6.1. RJIL shall have the right to surrender the rights, permissions granted and to terminate this Agreement by giving 30 (Thirty) days' notice in writing to the Second Party without assigning any reasons.
- 7.1. The Second party shall not have any right to terminate the agreement except for instances wherein RJIL has committed a material breach of terms provided herein and the same is not rectified by RJIL within 30 (thirty) days of intimation of such breach in writing by the First party.
- 7.2. In the event of termination, RJIL shall have all rights to dismantle; remove and take away all the Infrastructure, Commissioned by RJIL within the Premises during the tenure of this Agreement without any let, hindrance or objections, whatsoever from the Second Party. RJIL will carry out the restoration activities at site as per original condition. The Second Party shall not have any kind of lien or charge or encumbrance over the Infrastructure Commissioned by RJIL at the Premises.

8. **GENERAL**

- 8.1. Apart from the Second Party's agreement to grant rights, permissions, in terms of this Agreement and RJIL's agreement to use the Premises, unless otherwise agreed, the Second Party and RJIL expressly confirms that there will be no monetary consideration, payable from and or to each other.
- 8.2. 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.
- 8.3. 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 (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.
- 8.4. 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

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V. N. M.

8.5 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 Chennai 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

**Reliance Jio Infocom Limited**

Signed & Delivered by the within named **Reliance** ]  
Jio Infocomm Ltd through its duly authorized signatory ]

*[Signature]*  
**Regional Manager**

Name ::

Signed & Delivered by the within name **THE SECOND** ]  
PARTY through its duly authorized signatory ]

*[Signature]*

Mr. Dr. V. Dharmalingam ]

WITNESS:

1. *[Signature]*  
**(Dr. R. RAJA)**  
HOD | ECE

2. *[Signature]*  
**[P. KARUPPANAN, AP/IT.]**

**Appendix A**

Agreement dated 15.03.2017

Between

Reliance Jio Infocomm Ltd

And Pondran Sakunthala Engineering College



List of Site Locations for installation of Telecom Equipment and details of Telecom Equipment installed :

*[Signature]*

इस कार्ड के खोने / पाने पर कृपया सूचित करें / लौटारें :

आयकर पैन सेवा इकाई, एन एस डी एल  
तीसरी मंजील, सफायर चेंबर्स,  
बानेर टेलिफोन एक्सचेंज के नजदीक,  
बानेर, पुना - 411 045.

*If this card is lost / someone's lost card is found,  
please inform / return to :*

Income Tax PAN Services Unit, NSDL  
3rd Floor, Sapphire Chambers,  
Near Baner Telephone Exchange,  
Baner, Pune - 411 045.

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081  
e-mail: tininfo@nsdl.co.in

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

V DHARMALINGAM

RAMASAMY VELAYUTHAM

11/05/1960  
Permanent Account Number  
AALPD9554D

*V. Velayutham*  
Signature

15/02/2011





भारत सरकार  
GOVERNMENT OF INDIA



தர்மலிங்கம் வேலாயுதம்  
DHARMALINGAM VELAYUTHAM  
பிறந்த நாள் / DOB : 11/05/1960  
ஆண் / MALE



8872 9105 6550

ஆதார் - சாதாரண மனிதனின் அதிகாரம்



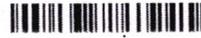
भारतीय विशिष्ट पहचान प्राधिकरण  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

முகவரி:

S/O: வேலாயுதம், 138,  
வெங்கடெஸ்வரா நகர்,  
கீழாம்பிகாபுரம், திருச்சி,  
திருச்சிராப்பள்ளி,  
திருச்சிராப்பள்ளி, தமிழ்நாடு,  
620004

Address:

S/O: Velayutham, 138,  
VENKATESWARA NAGAR,  
EASTAMBIKAPURAM,  
TRICHY, Tiruchirappalli,  
Tiruchirappalli, Tamil Nadu,  
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