



Women's Education Society's

Smt. Mathubai Garware Kanya Mahavidyalaya, Sangli.

S. T. Stand Road, Sangli 416 416. (Maharashtra)

(Affiliated to Shivaji University, Kolhapur)

(Jr. College Index No. 22.08.007)

(Re - accredited 'B' by NAAC)

Medha Rajendra Bhagwat

Chairperson, M.A.
Women's Education Society, Sangli.

Tel. : (0233)2332318 BBA/BCA-2332093

Fax : (0233)2330293

E-mail : mathubai@yahoo.com

Website: www.mgkanyasangli.org

Ref. No. : KM / Reliance / 598-A

Date : 01/10/2015

AGREEMENT

This Agreement is executed at Sangli on this 1st day of Oct, 2015

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 **9th Floor, Maker Chambers IV, 222, Nariman Point, Mumbai 400 021**, acting through its authorized signatory Mr. _____ of the First Part.

AND

Mr. _____, PAN No. _____, s/o _____, residing at _____ hereinafter referred to as S.M.G.Kanya Mahavidyalaya, Sangli which shall mean and include its successors in business, heirs, legal representatives, nominees S.M.G.Kanya Mahavidyalaya, Sangli, executors, administrators and assigns of the **OTHER PART**;

Or

M/s. _____, (Pan No. _____) a Company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at _____, through its authorized signatory Mr. _____, son of _____, aged about _____, hereinafter referred to as S.M.G.Kanya Mahavidyalaya, Sangli which shall mean and include its successors in business, heirs, legal representatives, nominees, S.M.G.Kanya Mahavidyalaya, Sangli, executors, administrators and assigns of the **OTHER PART**;

Or

M/s _____, (PAN No. _____), a partnership firm registered under Partnership Act, 1932 and having its registered office at _____, represented herein by its partner and duly authorized signatory Mr. _____, son of _____, aged about _____, hereinafter referred to as S.M.G.Kanya Mahavidyalaya, Sangli which shall mean and include its successors in business, heirs, legal representatives, nominees, S.M.G.Kanya Mahavidyalaya, Sangli, executors, administrators and assigns of the **OTHER PART**;





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Or

S.M.G. Kanya Mahavidyalaya (Name of Trust), (PAN No. ABTPIK8699Q), a Trust registered under Indian Trust Act, 1882 and having its registered office at _____, represented herein by its trustee and duly authorized signatory Mr. _____, son of _____, aged about _____, hereinafter referred to as S.M.G.Kanya Mahavidyalaya, Sangli which shall mean and include its successors in business, heirs, legal representatives, nominees, S.M.G.Kanya Mahavidyalaya, Sangli, executors, administrators and assigns of the **OTHER PART**;

RJIL is hereby granted permission to provide Telecommunication Services and installation of Small cell and other telecom related equipment in the location and as per details (space & equipment) mentioned at Appendix. "A" thereby enabling customer ('the USER') to access our services from the site through Access Points/Small Cells/Other Equipment.

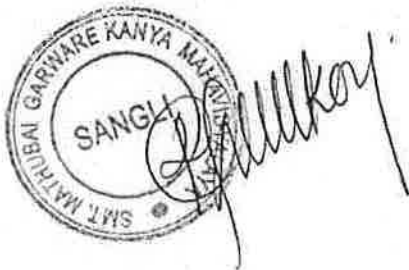
Term

The term is for 10 years, from the date of signing of this agreement. The agreement shall be automatically renewable after expiry of the initial term for a term equal to the initial term.

Financial Terms

RJIL shall pay to S.M.G.Kanya Mahavidyalaya, Sangli a fee of Rs. 0 /- (Rupees _____ Only.) per month per equipment. The fee shall be paid monthly in advance subject to an escalation of _____% on the last paid Fee amount after every 1 years. The payment of Fee shall commence from _____. The monthly Fee to be paid by RJIL shall be made only by a separate Cheque / DD/ ECS/ RTGS in the favour of _____.

The fee shall be inclusive of all maintenance charges levied by S.M.G.Kanya Mahavidyalaya, Sangli or any other tax or cess levied by government. Further the fee shall be payable subject to deduction of tax at source as per the provisions of the Income Tax Act. Service tax, if applicable, shall be additionally payable by RJIL upon receipt of service tax compliant invoice from S.M.G.Kanya Mahavidyalaya, Sangli.





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RJIL shall be responsible for all legal and regulatory obligations required for its services and shall indemnify S.M.G.Kanya Mahavidyalaya, Sangli from any legal and regulatory obligations in relation to its License.

Termination

RJIL shall have the right to terminate this Agreement, by giving 60 (sixty) days' notice in writing to S.M.G.Kanya Mahavidyalaya, Sangli. Upon the expiry of 60 (sixty) days from the date of notice, as aforesaid, the Agreement shall stand terminated. S.M.G.Kanya Mahavidyalaya, Sangli 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 S.M.G.Kanya Mahavidyalaya, Sangli. In case the breach is committed by RJIL and is not rectified, S.M.G.Kanya Mahavidyalaya, Sangli shall be entitled to terminate the Agreement by giving 90 (Ninety) days' notice. On termination, all Marketing Material and Network installations provided by RJIL shall be removed by RJIL.

Governing Law & Jurisdiction

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 Sangli shall have exclusive jurisdiction over the matters relating to or arising from this Agreement.

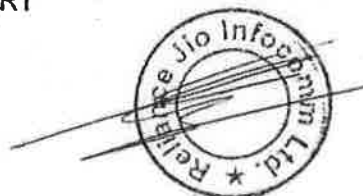
IN WITNESS WHEREOF the parties hereto have set their hands to these presents on the day, month & year first hereinabove written:

Signed & Delivered by the within named THE FIRST PART
through its duly authorized signatory
RELiance JIO INFOCOMM LIMITED

7728192463

Signed & Delivered by the within named THE OTHER PART
through its duly authorized signatory

Mr. _____





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shall be additionally payable by RJIL upon receipt of service tax compliant invoice from S.M.G.Kanya Mahavidyalaya, Sangli
Or

S.M.G.Kanya Mahavidyalaya, Sangli shall provide RJIL, electricity sub-meter(s) including cabling from main point to sub meter, with power back-up and RJIL shall pay electricity charges and fuel charges for Diesel Generator ("DG") usage to S.M.G.Kanya Mahavidyalaya, Sangli 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 S.M.G.Kanya Mahavidyalaya, Sangli as per the prevailing rates fixed by the electricity authority for all the occupants of the Property, to RJIL.

Indemnification

Both parties indemnify each other and agree to keep each other indemnified-

- Against each and loss or damages, actions, proceedings etc. as either of the Parties may face or incur due to any act or omission of other party regarding compliance of municipal or other rules and regulations for the time being in force
- Against all losses or damages, which either of the Parties may face or incur due to any violation of any provision of this Agreement

"S.M.G.Kanya Mahavidyalaya, Sangli" indemnifies RJIL

- For any loss or damage suffered by RJIL on account of any defect in title of S.M.G.Kanya Mahavidyalaya, Sangli with respect to the Demarcated Area, any tax, interest, penalty claims, etc. due to non-deduction / short-deduction of tax at source by RJIL from any amount paid / credited to S.M.G.Kanya Mahavidyalaya, Sangli under this Agreement
- From any liability for any commitment made by it to an end-user/ its customer. S.M.G.Kanya Mahavidyalaya, Sangli acknowledges that RJIL cannot guarantee any user internet connectivity at the Location/s and RJIL shall not be responsible for any loss and/or damage (whether direct, consequential, or incidental, including but not limited to expenditures, loss of profits or prospective profits of any kind etc. whatsoever to "S.M.G.Kanya Mahavidyalaya, Sangli" or to the user or third party for non-availability of the internet access.

RJIL indemnifies "S.M.G.Kanya Mahavidyalaya, Sangli"



[Handwritten Signature]



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3. way in the said Building to RJIL to exclusively installation of its Telecommunication Equipment consisting of equipment and Cable i.e. Feeder and/or Optical Fiber Cable (OFC).
4. Provide space to establish helpdesk for public awareness.
5. Provide access to all relevant areas of the site as required for maintenance team of RJIL
6. Will have No Objection to RJIL carrying out promotion and marketing of its telecommunication services.
7. Ensure assets deployed by RJIL at sites are secure from any intentional damage or theft.
8. S.M.G.Kanya Mahavidyalaya, Sangli or any other person or entity acting under them shall not have any retention right, preferential claim or lien (or any other similar right) on Telecommunication Equipment including but not limited to its cables, wires, ducts, equipment and belongings of RJIL.
9. Any assignment by S.M.G.Kanya Mahavidyalaya, Sangli effected due to sale or transfer of Site /s under this Agreement will be intimated to RJIL within 60 days provided that RJIL's rights with respect to this Agreement remain unaffected. All equipment/ materials / infrastructure, software or hardware installed by RJIL shall remain sole property of RJIL with title and applicable licenses resting with RJIL, unless otherwise stated in writing and will be handed over to RJIL if "S.M.G.Kanya Mahavidyalaya, Sangli" vacate such site/s premises.
10. Not resell any aspect of RJIL's telecommunication service or enable access to its services to any third party apart from own customers.

Electricity Charges

S.M.G.Kanya Mahavidyalaya, Sangli shall provide RJIL Stable Power Supply (with Back-up) for running of its equipment.

Or

Both the parties mutually agree hereby that RJIL shall pay to S.M.G.Kanya Mahavidyalaya, Sangli, a lump sum amount of Rs. _____/- (Rupees _____ Only) per month per equipment installed by RJIL on account of electricity and fuel charges 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 S.M.G.Kanya Mahavidyalaya, Sangli.

All payments by RJIL to S.M.G.Kanya Mahavidyalaya, Sangli shall be subject to deduction of taxes at source, if applicable, as per the Income Tax Act, 1961 Service tax, if any applicable,





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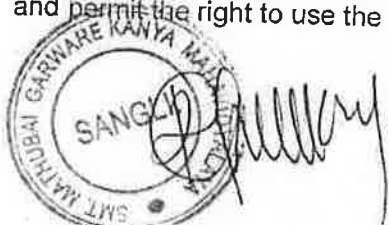
Date :

RJIL Responsibilities

1. Install and Commission Telecom equipment consisting of equipment and Cable i.e. Feeder and/or Optical Fiber Cable (OFC) etc. for providing telecommunication services in all Sites as mentioned in Appendix A and additional sites added in future as per the feasibility of RJIL.
2. Optimum deployment of Access Points/Small Cells and Installation of telecom equipment would be decided by RJIL installation team.
3. Keeping the network operational and assisting in resolving network / equipment related issues (such as network faults, systemic issues and outages)
4. Operate and provide services through the Central Customer Care Center (end user), to address customer (end user) queries and concerns.
5. Provide publicity to S.M.G.Kanya Mahavidyalaya, Sangli by listing their Sites as available hotspots sites in RJIL's website or through any other means which RJIL deems fit.
6. RJIL reserves rights of Digital Marketing & Communication and for all changes in rate/ Tariff conditions and updates on Wi-Fi Hot spots. Digital spaces would always remain the property of RJIL, which includes platform like Landing Page, Login flow pages, RJIL website etc.
7. Pricing and tariff planning of telecommunication service will be sole prerogative of RJIL.
8. RJIL will abide by DoT guidelines with respect to Maintaining customer (end user) usage records, Ensuring on-line security & privacy of users and Blocking of web contents
9. RJIL will have the full rights to obtain and use the consumers' data, and use it as RJIL deems appropriate within Indian legal framework.
10. RJIL may modify, restrict, suspend or temporarily cease access to its Telecommunication Services at any time in order to test the operation of its network or to carry out maintenance, technical repair, enhancement or emergency work.
11. RJIL shall be exclusive provider of its telecommunication services and Pico cell/ Femto cell/ Wi-Fi/ Small cells at "S.M.G.Kanya Mahavidyalaya, Sangli" Sites.

S.M.G.Kanya Mahavidyalaya, Sangli Responsibilities & Rights

1. S.M.G.Kanya Mahavidyalaya, Sangli is lawful owner and in possession of the Building and premises, namely _____.
2. Provide RJIL with required space at their location to setup relevant network equipment and a conducive operating environment (secure, ventilated, moisture free) for the equipment and permit the right to use the common areas stairways and passages and grant right of





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WITNESS:

1.

2.

Appendix A

List of Sites for installation of equipment -

1.

2.

