

ON RS 100/- STAMP PAPER

AGREEMENT BETWEEN

ODISHA POWER TRANSMISSION CORPORATION LTD (OPTCL)

AND

(LESSEE)

This agreement is made on dtd..... at Bhubaneswar Dist. Khurda, Odisha between Odisha Power Transmission Corporation Ltd, a company incorporated under the Companies Act, 1956 having its Registered Office at Janpath, Bhubaneswar, Odisha (hereinafter referred to as "OPTCL" which expression shall unless repugnant to the context or meaning thereof include its successors or lawful assigns etc.)

and

LESSEE... ..incorporated under the Companies Act, 1956 having its Registered Office -----
----- (hereinafter referred to as "Registered name of LESSEE " which expression shall unless repugnant to the context or meaning thereof include its successors or lawful assigns etc.). WHEREAS the LESSEE is having a broadband Telecommunication network and is having Unified License No. Dated and is also providing telecommunication infrastructure to its customers and has desired to hire optic fiber network of ~~OPTCL~~ for its telecommunication business.

AND WHEREAS the OPTCL as state Implementing Agency(SIA) have executed BharatNet Phase-II project in Odisha, wherein overhead ADSS Fibre has been laid from Block Hqrs to Gram Panchayat(GP) over LT/11KV/33KV electric line of DISCOMs to extend high speed internet connectivity to GPs. One or more core of optic fibre laid are at present available and can be spared for Telecommunication purposes.

AND WHEREAS OPTCL have agreed to allow LESSEE to utilize one or more no of spare optic fibre laid by OPTCL laid on DISCOM lines on certain terms and conditions as agreed between the parties.

ANNEXURE-IV

Now therefore this deed of agreement witness the following:-

It has been agreed that LESSEE shall utilize one or more no of spare optic fibre (Using GPON technology) on various DISCOM lines in Odisha , (hereinafter refer to as optic fibre links') which shall be identified & marked for above purpose after mutual discussion. The terminal equipment required for providing the telecommunication service by LESSEE shall be installed by LESSEE separately.

- i) The LESSEE shall take and the OPTCL shall provide on lease one or more no of optic fiber on various ADSS Fibre links(BharatNet Phase-II) as per the requirement of LESSEE for a period of three (3) years commencing from towhich may be extendable further on mutually agreed terms. All charges and other incidentals towards the hiring of the optic fibers shall be paid by LESSEE to OPTCL.
- ii) The rate of ADSS FIBRE fiber leasing is **Rs 6,000/- (Rupees Six thousand)** per fiber per km per annum (excluding GST and/or any other taxes & duties applicable time-to-time) is fixed for two years during the currency of the agreement. There should be a commitment for at least one year for taking fibre on lease and accordingly advance rental may be taken.
- iii) OPTCL will facilitate access to authorized personnel of LESSEE to equipment location inside BSNL offices and GP offices for repair, installation addition/deletion/reconfiguration of the equipment and operation & maintenance etc. of the OPTIC FIBRE LINKS' during the currency of this agreement.
- iv) The ADSS FIBRE shall be maintained by OPTCL, However if required LESSEE shall extend necessary help in case of emergency to OPTCL after taking necessary permission from OPTCL.
- v) OPTCL shall not be liable to pay any compensation to LESSEE in case of any communication breakdown on account of shut down/breakdown of power lines/snapping of ADSS FIBRE etc. or for any other reason whatsoever. However, OPTCL shall extend all possible help including allowing shut downs, issuing work permits etc. and LESSEE shall not be liable to pay any compensation to OPTCL on that account.

ANNEXURE-IV

- vi) In case the OPTCL undertakes to redesign/reengineer/reroute its ADSS Fibre lines entailing redesigning/ reengineering/rerouting of the optical fibre cables on OPTCL's transmission & distribution lines OPTCL shall give sufficient advance intimation to LESSEE to ensure smooth changeover so that non availability of communication link is avoided/ minimized. The lease charges during the period the healthy fibers of the said links are not available, shall not be payable.
- vii) Neither OPTCL nor LESSEE will be responsible in any way at any stage for direct or indirect losses/consequences of any kind whatsoever, in relation to this agreement on commercial use of the optical fibre links by LESSEE including legal consequences and cost implications thereof arising due to use of power transmission line for communications and commercial purpose or due to redesigning, rerouting or reengineering of transmission or sub-transmission lines.
- viii) The LESSEE at any point of time during the tenure of this agreement shall not assign or sublet or transfer its rights as herein agreed to any other person or entity without prior approval/permission of OPTCL. It shall not be obligatory on the part of OPTCL to grant such approval/permission.
- ix) No variation of this agreement shall be effective unless it is in writing and signed on behalf of both OPTCL and LESSEE.
- x) The agreement can be terminated at the option of OPTCL or LESSEE with a notice period of 180 days in advance from either side.
- xi) The safety and security of LESSEE's equipment, installed, if any, shall **not** be the responsibility of OPTCL. The ownership and control of such terminal equipment's, auxiliaries installed by LESSEE shall always vest with LESSEE. LESSEE shall be free to take back its equipment's on the termination/expiration of the Agreement.
- xii) This agreement shall be governed by and construed in accordance with Indian Law and the Courts at Bhubaneswar, Odisha shall have jurisdiction for all purposes of this agreement. This agreement shall not be construed so as to confer any rights and obligations other than the ones agreed under this agreement.

ANNEXURE-IV

- xiii) Dispute resolution: All the disputes between OPTCL& LESSEE in respect of the subject matter of this agreement shall be first settled by way of amicable settlement with mutual consent. In case the parties fails to settle the dispute amicably, any dispute or difference under this agreement shall be referred to / settled as per Indian laws.

- xiii) During settlement of disputes and arbitration proceedings, both parties shall be obliged to carryout their respective obligations.

- xiii) All notices required to be given under this agreement shall be in writing and shall be valid and sufficient if dispatched by registered post or facsimile to:

EIC (BharatNet Phase-II),
OPTCL Hqrs, Technical Wing,
Bhoinagar, Bhubaneswar-751022, Mob: 9438907525

LESSEE:

In witness whereof both the parties have subscribed their respective hands on these presents on the place date month and year first above mentioned.

Signed by:

Signed by:

For and on behalf of OPTCL

For and on behalf of LESSEE

Witness 1. _____

Witness 1. _____

Witness 2. _____

Witness 2. _____