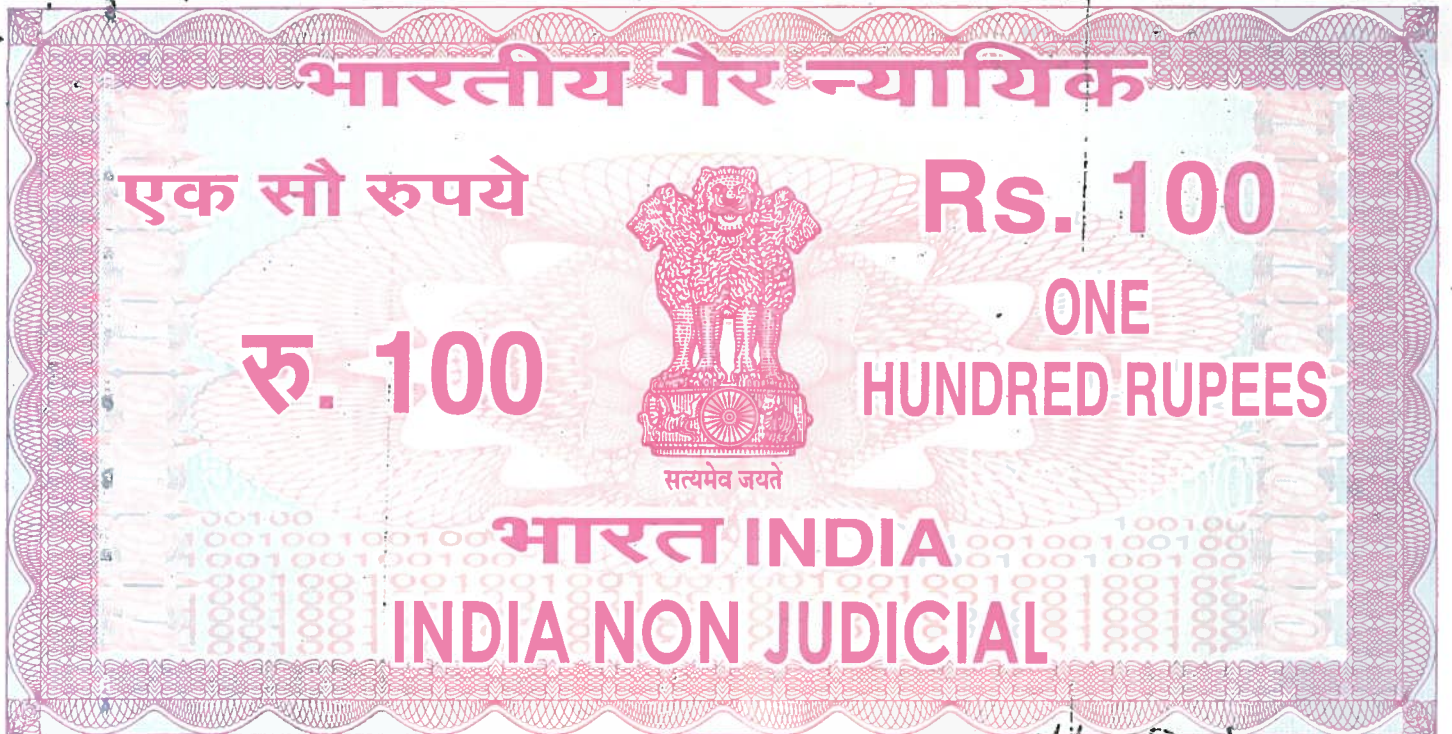


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తెలంగాణ తేలంగానా TELANGANA

SL. No. : 0282 Date: 08-07-2015 Rs.100/-

Sold to : B. Sahoo

S/o : B.C. Sahoo

For Whom: Bharti Airtel Ltd,
Splendid Towers, Begumpet, Hyderabad

M. Saritha Devi

A 852197

M. SARITHA DEVI

LICENCED. STAMP VENDOR

LIC. No: 16 - 04 - 1/2005

REN. No: 16 - 04 - 34/2014

H. No.8-3-903/F/1, Opp. Image Hospital,

Nagarjuna Nagar Road, Ameerpet.,

HYDERABAD (SOUTH) DISTRICT.

Phone No: 040-23759009, 9290118899.

Lessee & Licensee Agreement

This Agreement is made and entered into on this 1ST day of August, 2015 at Hyderabad by and between:

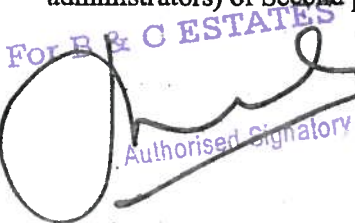
1. M/s. B&C ESTATES, having its office at Sy. No. 191, Mallapur Main Road, Hyderabad - 500 076. represented by its Authorized signatory.

Hereinafter referred to as M/s. B&C ESTATES which expression unless repugnant to the subject or context shall mean and include its successors, representatives and assignees of the first part.

AND

2. M/s Bharti Airtel Limited, a Company incorporated under Indian Companies Act 1956, having its registered office at Aravali crescent, 1, Nelson Mandela Road, Vasant Kunj, Phase II, New Delhi-110 070, and A.P.Licensed Service Area Circle Office at Splendid Towers, Opp. Begumpet Police Station, Begumpet, Hyderabad - 500 016, represented by Mr.Bipin Thomas, S/o VT Thomas age about 36 yrs, Occ. Head-Legal & Regulatory, O/o.AP & Telangana Circle.

Hereinafter referred to as "AIRTEL" which expression shall unless repugnant to the subject or context shall mean and include its successors-in-interest, assigns and administrators) of Second part.

FOR B & C ESTATES

 Authorised Signatory

Page 1 of 8

FOR BHARTI AIRTEL LIMITED


 Authorised Signatory

RECITALS:

- A. WHEREAS M/s. B&C Estates has proposed that the maintenance of the common areas, amenities and facilities of the building will be managed by Mayflower Grande Owners Association, a society to be registered for the said purpose. The founding members of the society shall be from among the partners and associates of the M/s. B&C Estates. The terms and conditions of this agreement shall be equally applicable to the said Association. All references to M/s. B&C Estates in this agreement shall mean and include both B&C Estates and M/s. Mayflower Grande Owners Association.
- B. WHEREAS, M/s. B&C ESTATES is the Builder owning the common infrastructure at MAYFLOWER GRANDE, and managing the same, comprising of 370 flats in 5 Blocks situated at Mallapur, Secunderabad, Andhra Pradesh.
- C. WHEREAS AIRTEL is engaged in the business of providing telecommunication services by virtue of license granted by Department of Telecommunication, Ministry of Communications, Government of India.
- D. Whereas M/s. B&C ESTATES is the Builder in charge of management of the project namely MAYFLOWER GRANDE, at Mallapur, Secunderabad.
- E. WHEREAS AIRTEL approached M/s. B&C ESTATES and proposed to install telecommunication equipments and other related intercom infrastructure at its sole expense, within the said Schedule Premises with a view to cater to the telecommunication requirements of M/s. B&C ESTATES and in order to provide telecom services.
- F. WHEREAS M/s. B&C ESTATES has agreed and accepted the proposal offered by AIRTEL of installation of telecommunication equipments and other related intercom infrastructure at its sole expense, within the said Schedule Premises on such terms and condition as agreed up on mutually by both M/s. B&C ESTATES and AIRTEL and as enunciated hereinafter.
- G. NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions and understandings set forth in this Agreement and other good and valuable consideration (the receipt and adequacy of which is hereby mutually acknowledged), based on the terms and conditions contained hereinafter, both the Parties agree as under:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Notwithstanding the date of execution, this agreement shall be valid for a period of 03 (Three) years, effective from the 1st day of September 2015 and renewable thereafter on mutually agreed terms and conditions.
2. AIRTEL agrees to install telecommunication equipment's and other related intercom infrastructure for the stipulated purposes herein at the Scheduled Premises of M/s. B&C ESTATES, within a period of 30 days of execution of this agreement on such costs and expenses to be exclusively borne by AIRTEL.

For B & C ESTATES

Authorized Signatory

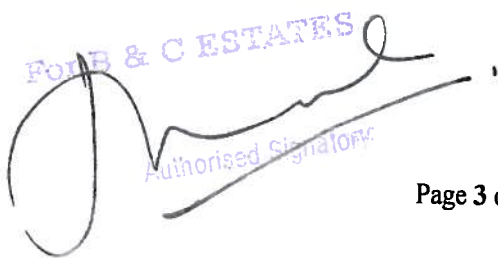
For BHARTI AIRTEL LIMITED

Authorized Signatory

3. COVENANTS BY AIRTEL:

AIRTEL affirms and avers to provide intercom connectivity services as required by M/s. B&C ESTATES between all apartments in MAYFLOWER GRANDE, who are customers of AIRTEL broadband at no additional charge throughout the time when the resident of an apartment is a customer of AIRTEL broadband services. AIRTEL further covenants that nothing in this agreement shall confer ownership and/or anything that forms part of ownership of the scheduled premises upon AIRTEL and further declares that it shall not have any right, claim, and interest of whatsoever nature on the said scheduled property. AIRTEL herein avers and affirms that it would immediately vacate possession of the schedule property upon termination of this AGREEMENT as per the provisions of termination clause.

- a. In addition to the aforementioned service of intercom connectivity, AIRTEL may offer telephone & broadband services to the residents of MAYFLOWER GRANDE, who may be desirous of procuring such services from AIRTEL, upon request of the resident(s), at such costs, expenses, bill that AIRTEL may charge the resident(s) and to which the residents may agree alike any other customer of AIRTEL.
- b. It is agreed by AIRTEL that the residents of MAYFLOWER GRANDE, as per their own choice and will, may opt to acquire services of telephone, broadband services, Intercom and such other service provided by AIRTEL on such costs and expenses that AIRTEL may charge the residents. AIRTEL shall collect the dues payable to it by the individual subscriber / residents of MAYFLOWER GRANDE, directly from such subscriber/ residents. AIRTEL confirms that M/s. B&C ESTATES shall not in any way be liable or responsible for the non-payment or delayed payment of the dues to AIRTEL by the individual subscribers residing at MAYFLOWER GRANDE. AIRTEL herein declares that M/s. B&C ESTATES shall also not be responsible in any manner whatsoever, in the event of residents not opting to avail the services of AIRTEL.
- c. AIRTEL shall commence providing the said service(s) within 30 day of signing of this agreement and arrange for complete infrastructure required for providing clear communication at its own cost and expense. AIRTEL shall at its cost and expense provide connectivity for all apartments at one specified location in each and every apartment to support broadband. However AIRTEL shall remain the owner of the network including the assets/ infrastructure brought in by AIRTEL in the Apartments.
- d. AIRTEL undertakes to carry out installation and maintenance of telecommunication equipment's and other equipment installed in the Schedule Premises for the purpose of providing telecommunication and other services to all the apartments within MAYFLOWER GRANDE, upon incurring such costs and expenses that shall be borne exclusively by AIRTEL.

FOR B & C ESTATES

Authorized Signatory

FOR BHARTI AIRTEL LIMITED

Authorized Signatory

- e. AIRTEL confirms and undertakes that the Schedule Premises will be used only for carrying on telecommunication and related activity and for no other purpose. Further, the AIRTEL hereby agrees not to carry on or permit to be carried on at the Schedule Premises or in any part thereof any offensive or dangerous activity and or any activity prohibited by law.
- f. AIRTEL may draw cables inward and/or outward from the Schedule Premises for only technical necessities as and when required.
- g. AIRTEL declares that it shall be responsible for all monitoring, minor maintenance, and repair work that may be required and all major repairs limited to maintenance of the Schedule Premises shall be undertaken by M/s. B&C ESTATES as and when required. AIRTEL declares that it shall be solely responsible to any damage done or reasonably understood to be done, by the operations of AIRTEL, to the Schedule Premises and further avers and affirms to incur the necessary expenses of repair/ maintenance under such circumstances.
- h. AIRTEL undertakes that it shall obtain comprehensive insurance in respect of all equipments, electric fittings and/or such appliances as may be installed in the Schedule Premises, the cost and expense of which shall be borne by AIRTEL. It shall be the duty and responsibility of AIRTEL to ensure due safety and security over the said Scheduled Premises and keep the said schedule premises reasonably protected from fire, electric short circuit and such other mishaps that may be possible due to the equipments installed by AIRTEL.
- i. AIRTEL shall obtain and keep valid subsisting permissions, approvals or licenses, as may be required or be applicable by any government, judicial or quasi-judicial authority for providing the services required by M/s. B&C ESTATES, installation of telecommunication equipments and/or other equipment in the Schedule Premises. AIRTEL declares that M/s. B&C ESTATES shall not be liable and/or responsible for such licenses or approvals and AIRTEL shall keep MAYFLOWER GRANDE and the said Schedule Premises, indemnified at all times in this regard.
- j. AIRTEL herein avers and affirms that it shall not hold M/s. B&C ESTATES responsible for any theft of equipment, materials, cables and other equipment(s) from the Schedule Premises. AIRTEL confirms herein that it shall take its own adequate measures to ensure security, safety and preventing such theft.
- k. AIRTEL shall at its expense, be entitled to display a small name board of its center at the demarcated area of the Schedule Premises. AIRTEL shall obtain permission from the local authority for the display of its sign board/glow board as per the stipulated norms. The display shall be at the place agreed to by M/s. B&C ESTATES in writing and which shall not eclipse the sign boards of other occupants of the commercial complex. The display board shall be as per the specifications of the authorities.

B&C ESTATES

Authorised Signatory

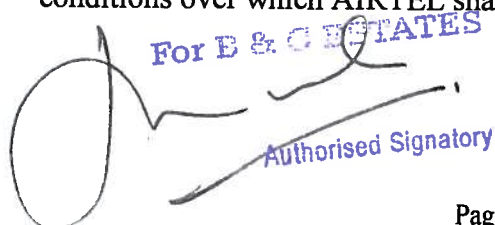
For BHARTI AIRTEL LIMITED

Authorised Signatory

- l. AIRTEL shall remove the sign board/display board at its expense upon the termination of this agreement without damaging the Schedule Premises.
- m. The sign board shall not be offending, deceptive or objectionable.
- n. AIRTEL shall not be entitled, to assign, mortgage or otherwise part with the possession of the Schedule Premise
- o. Airtel represents and warrants that it shall not disturb, tamper or handle the equipment, installations and fixtures installed by any other Service provider at MAYFLOWER GRANDE. In the event of Airtel planning to carry out any maintenance work at MAYFLOWER GRANDE with respect to the Telecommunication equipment deployed by it, the same shall be done without any disturbance and damage to the equipment and installations deployed by other Service providers at MAYFLOWER GRANDE. Airtel shall duly inform M/s. B&C ESTATES and other Service Providers in the Project with a written notice to that effect and shall take necessary safeguards so as not to cause any damage to cables and other equipment in the said Project. Any damage to the equipment and installations of any other Service Provider shall be duly indemnified by Airtel.
- p. The representatives of M/s. B&C ESTATES can inspect the Schedule Premises after 1 day advance notice at all reasonable hours without disturbing the business of AIRTEL.

4. COVENANTS BY M/s. B&C ESTATES AND INVESTMENTS PVT LTD:

- a. M/s. B&C ESTATES declares that the Scheduled premises of MAYFLOWER GRANDE are under the panchayat / municipal zoning/ user rules, and is located in accordance with the building plans duly approved by Municipal Corporation/ Municipality/ Gram Panchayat or any other local authority and as per the applicable rules and regulations in that behalf and under the approved building plans. M/s. B&C ESTATES undertakes that if necessary, it shall obtain all consents, permissions and approvals for the purpose thereof. M/s. B&C ESTATES shall indemnify and keep indemnified AIRTEL at all times from and against all costs, both direct and indirect, caused due to such an eventuality and any suit, eviction, action, claim or demand whatsoever arising by reason of the AIRTEL relying upon the aforesaid covenant of M/s. B&C ESTATES. The Municipal taxes, rates, charges and other outgoings in respect of the said Scheduled Premises as determined/ fixed/ varied from time to time by the Municipal Corporation/ Municipality/ Gram Panchayat or any other local authority shall be paid by M/s. B&C ESTATES only.
- b. M/s. B&C ESTATES shall not hold the AIRTEL responsible or liable for any damage to the Schedule Premises unless caused due to the negligence of the AIRTEL, riot, earthquake, storm, war, civil disturbances, acts of God and other conditions over which AIRTEL shall have no control.

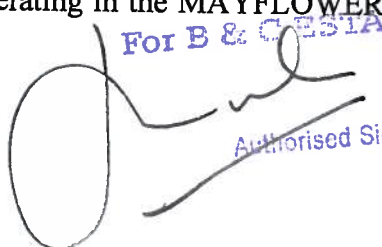

For B & C ESTATES
Authorised Signatory


For SHARTI AIRTEL LIMITED
Authorised Signatory

- c. M/s. B&C ESTATES shall allow AIRTEL to provide earthing facility towards protecting its telecommunication and other equipment(s) from any electrical surges. The said earthing shall be done in an area measuring 1 sq. ft as identified and provided by M/s. B&C ESTATES and such costs, charges or expenses shall be borne by AIRTEL alone.
- d. It is expressly understood between the parties that the telecommunication equipment and other related equipment(s) installed in the Schedule Premises shall always remain the property of the AIRTEL, and the M/s. B&C ESTATES declares that it shall have no claim, right or interest of whatsoever nature, on the same.
- e. M/s. B&C ESTATES agrees that the AIRTEL is allowed to monitor, maintain and undertake repairs of the telecommunication equipment and other related equipment installed in the Schedule Premises, at all times during the tenure of this Agreement without damaging the existing structure thereon.

5. **MUTUAL COVENANTS BY BOTH THE PARTIES:**

- a. It is agreed between both the parties that any notice or communication provided for in this agreement shall be in writing and in English language and shall be delivered at the address given in the first page of this agreement or to such other address as either party may specify by in writing to the other.
- b. The parties, AIRTEL and M/s. B&C ESTATES herein aver and affirm that this agreement shall stand terminated with immediate effect upon occurrence of any of the following events:
 - i) Expiry of the period of 3 years of this agreement or on the expiry of any subsequent renewal thereof.
 - ii) Notwithstanding anything to the contrary, either party to this agreement shall have the right to terminate this agreement with prior advance notice of 60 days upon the other in the event of breach of any of the terms, covenants or warranties contained in this agreement.
 - iii) Notwithstanding anything to the contrary both parties can terminate the agreement without assigning any reason whatsoever with an advance notice of 60 days to the other.
 - iv) Performance of any illegal, unlawful activity that is prohibited by law
- c. It is agreed between the parties that upon termination of this agreement AIRTEL shall forthwith vacate the Schedule Premises and carry out required restoration work (if any) at its costs subject to normal wear and tear.
- d. Airtel will ensure that its personnel and sub-contractors will take necessary safety precautions like wearing a safety harness while working in the shafts and Airtel will protect, defend, indemnify and hold harmless the Association (MAYFLOWER GRANDE), its office-bearers or employees of facility management providers operating in the MAYFLOWER GRANDE, against any claims arising out of injury,


For B & C ESTATES
Authorized Signatory


For BHARTI AIRTEL LIMITED
Authorized Signatory

death or accidents to Airtel personnel or sub-contractors while working in MAYFLOWER GRANDE

- e. It is agreed by both the parties that nothing contained in this agreement shall be construed as a joint venture or partnership between M/s. B&C ESTATES and AIRTEL and this agreement shall be on a principal-to-principal basis and each party shall be liable, responsible and accountable to their respective employees/contractors/ members / customers in regard to the business carried on by them.
- f. It is agreed by both parties that this agreement is amenable to amendments to lend more clarity and to remove ambiguities if any which had inadvertently crept herein.
- g. Any dispute arising out of or in connection herewith shall be referred to Arbitration of a sole arbitrator to be mutually decided and appointed by both parties in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any enactment of statutory modification thereof. The Arbitration Proceedings will be in English language and the venue of Arbitration Proceedings shall be at Hyderabad.

IN WITNESS WHEREOF, the Parties have set their hands and seals to this agreement on the day, month and year first above written.

SIGNED AND DELIVERED by the above mentioned
M/s. B&C ESTATES

(Authorized Signatory)

for B & C ESTATES
Authorized Signatory

SIGNED AND DELIVERED by the abovementioned
M/s. Bharti Airtel Ltd.

(Authorized Signatory)

for BHARTI AIRTEL LIMITED
Authorized Signatory

WITNESSES:

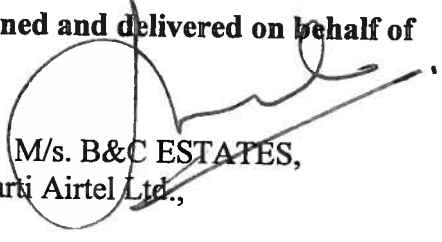
(1) G Sai Kumar Dai

(2)

SCHEDULE

Signed and delivered on behalf of

For M/s. B&C ESTATES,
Bharti Airtel Ltd.,



Signed and delivered on behalf of

For BHARTI AIRTEL LIMITED
Authorized Signatory



WITNESSES:

1. *G. Jai Kumar Dair*

2.

Layout:-