

ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

05AA 119180

Sl. No. 3493 Date 28/2/05 Rs. 100  
Sold to G. Tujaram Rao  
W/o. G. Madhusudhan Rao  
Carrom Idea Cellular Ltd.

P. Sreedatha  
PILLI SREELATHA  
Stamp Vendor Licence No. 60 of 95 8/2004  
1-8-272, Chikkadpally, Hyd-20. (A.P.)



### LEAVE AND LICENCE AGREEMENT

This Leave and Licence is made at Hyderabad and executed on this the 28<sup>\*</sup> day of March, 2005 by and between;

Sri Pramod Chandra Modi S/o. Late Shri Manilal C. Modi, Aged about 65 years, Occ. Business, R/o.H.No.1-8-165, Penderghast Road, Secunderabad-500 003.

Hereinafter called the "GRANTOR" (which term shall mean and include his legal heirs, legal representatives, administrators, executors and assigns) of the ONE PART.

AND

IDEA Cellular Limited a Company incorporated under the Companies Act, 1956 represented by its Authorised Signatory having its Circle Office at 5-9-62, Khan Lateef Khan Estate, Fateh Maidan Road, Hyderabad - 500 001

Hereinafter referred to as "Idea" (which term shall mean and include its successors-in-interest and assigns) of the OTHER PART.

For IDEA Cellular Limited

Authorised Signatory

WHEREAS Idea Cellular limited has been issued a licence by the Department of Telecommunications Government of India to establish, maintain and operate Cellular Mobile Telephone Network Services in the State of Andhra Pradesh.

WHEREAS for setting up its Cellular Network, IDEA requires sites to install its Cellular Tower/ Antennae and Cellular related equipment on the terrace/roof-top and cellar of high rise buildings for locating an equipment room along with power supply and power back up facilities.

WHEREAS the GRANTOR is the absolute owner of the building known as "Usha Kiran Complex", situate at 1-8-167 to 179/2, 179/2A, 179/B, 179/C, S. D. Road, Secunderabad, herein after referred to as "premises" and is entitled to grant a right of occupation and use of terrace for installation of 18 meters tower, equipment room of 4 X 5 Meters approx. with DG Set of 4 X 4 Meters approx., earth pits 8 No.s in the space provided in the Cellar/ground.

WHEREAS IDEA has identified the roof top/terrace of the above said premises as a site for erecting its tower and equipment room with DG Set after having fully satisfied with the structure, site area etc., based on propagation tests conducted and drawings prepared by its own qualified engineers.

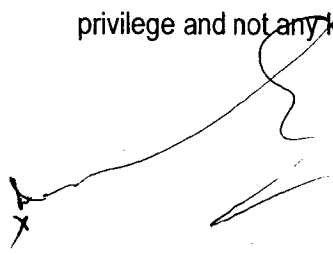
AND WHEREAS the GRANTOR have agreed to collaborate with IDEA for mutual benefit to grant access and the right of use of the open space on the terrace/roof top of the premises for the purpose of installing its tower, shelter and other related equipment on the terms and conditions hereinafter mentioned.

**NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS.**

**1. USE OF PREMISES:**

1.1 It is agreed between the parties that IDEA shall make use of the premises for erection of tower, equipment room of 4 X 5 Meters approximately on the roof-top, DG set admeasuring 4 X 4 Meters approx., earth pits 8 No.s in the space provided in the Cellar/ground floor of building Known as "Usha Kiran Complex", situate at 1-8-167 to 179/2, 179/2A, 179/B, 179/C, S. D. Road, Secunderabad, which is more fully described in the schedule.

1.2 This grant of licence made by the Grantor, is only a right to occupy and use, in or upon the premises mentioned above, which right does not amount to an easement and/or an interest to IDEA over the immovable property in the premises and creates only a personal privilege and not any kind of possessory interest in the premises itself.



**For IDEA Cellular Limited**



**Authorized Signatory**



## 2. CONSIDERATION:

2.1 The consideration payable by IDEA as Licence fees to GRANTOR is Rs.8,000/- (Rupees Eight Thousand only) per month inclusive of all taxes and levies subject to Income Tax deduction at source in the hands of IDEA as applicable at prevailing rates if any, from the monthly fee payable to the Grantor with effect from 28/03/2005 in advance every month by Cheque/demand draft in favor of the GRANTOR, payable on or before 10<sup>th</sup> day of the month for which the fee is due and payable.

2.2 IDEA also agreed to pay a sum of Rs.50,000/- (Rupees Fifty Thousand only) towards refundable security deposit without any interest at the time of taking over the possession of the schedule property and the same shall be refunded by the GRANTOR to the IDEA upon expiry of the term of the agreement or on early termination/determination and/or at the time of vacating and handing over the possession over the schedule premises by IDEA.

2.3 The fee payable shall stand escalated/increased on the existing licence fee @ 10% for every three years of completion of Licence period, computing from the date of commencement of this licence period i.e., 28/03/2005.

The payment of the monthly license fee and the security deposit may be made in favor of **Sri. Pramod Chandra Modi.**

## 3. DURATION:

3.1. The grant of right to use the premises for erection of tower, equipment room on the roof top of the building with DG Set and earth pits in the Cellar/ground floor space located in the schedule premises shall continue for a period of 120 months, commencing from 28/03/2005 and cannot be revoked by the Grantor during the term under any circumstances and Idea can terminate this agreement only on the ground as stated in article 9 of this agreement. This licence is renewable at the option of Idea and the Grantor for such further period and on such terms and conditions to be mutually agreed upon in writing between the parties herein prior to the expiry of the term of this agreement.

3.2. The Grantor shall obtain during the period of this deed and its renewals thereof all reasonable consents required for the operation of this deed and interest of Idea as and when are required from the local authorities or any Government authorities.

## 4. INSTALLATION OF CELL SITES:

4.1 (a) The GRANTOR hereby covenants that the cell site has been made available to IDEA for installation and operation and as a part of its Cellular Network.

(b) GRANTOR declare that he has right to make the cell site available to IDEA for its cellular telephone network without any obstruction or hindrance from any other person.

For IDEA Cellular Limited

Authorised Signatory

- (c) IDEA shall be entitled to erect the shelter and equipment of the shape, dimension, design and height etc., within the premises cell site and on the terrace of the building as may be required for achieving the object of this deed.
- (d) The dimensions of the equipment room will be 4 X 5 Meters approx. which is exclusive of any other space that may be occupied, for providing a base to the execution of such a shelter.
- (e) IDEA would erect the equipment room and equipment and the equipment inside the shelter and other accessories such as air conditioners, fire safety equipment, batteries, stabilizers, UPS system, cellular network electronic equipment, cable routing, etc., with material and standards determined by its engineers and technicians, which will be designed with such weight and shape size and metal, as required for Idea's use which will also bear in mind the load bearing capacity and safety aspects connected with the terrace of the building.
- (f) For the purpose of operation of the said Equipment IDEA shall be entitled to lay and maintain power and earthing cables from the compound of the building or such appropriate place as may be agreed to between GRANTOR and IDEA leading to and connecting the equipment. IDEA is also entitled to install and maintain a lightning conductor and the 'earth pits' as per technical requirements, at its own cost. If Grantor have already installed its own lightning conductor, IDEA shall tap the existing conductor for earthing its own equipment and maintain the lightning conductor at its cost for the duration of this deed or renewal thereof.
- (g) IDEA would be permitted to install an Uninterrupted Power Supply System to ensure continuous power supply of the required capacity to the Equipment, at the space jointly identified by IDEA and the GRANTOR.
- (h) IDEA shall take all safety measures while installing its equipment within the scheduled premises.
- 4.2 IDEA shall carry out the work under this Deed at its own cost and expense and GRANTOR permits IDEA to commence installation of the equipment at the Cell site immediately on execution of this deed and IDEA shall be responsible for all or any necessary/required Licenses/permissions from the concerned departments and shall maintain the same in strict accordance with law of the land for the time being in force.
- 4.3 IDEA agrees to carry out the installation work in a professional manner causing the least amount of inconvenience to the Grantor and other members/owners of the building. In case of any damage to the building, IDEA shall restore the building to the same condition as nearly as possible.

For IDEA Cellular Limited

Authorized Signatory

**5. MAINTENANCE:**

5.1 If the GRANTOR plans any repairs, maintenance or renovation work to its terrace/roof-top, before doing so, the GRANTOR shall give a written communication to that effect to IDEA at least 10 days prior to the commencement of such work so that IDEA can take such additional steps to ensure the least amount of inconvenience to the continuity of its Telephone Network. On any account, the GRANTOR shall not do anything, which disrupts the continuity of the Telephone Network Service of IDEA. The GRANTOR shall at all times, ensure that such repair, maintenance or renovation does not interrupt the Telephone Network or disrupt the Cell Site in any manner or affect the Equipment, in any manner.

5.2. The GRANTOR hereby covenants that he or occupants of the building his guests/visitors/servants/children/contractors do not interfere with or cause any damage or loss to the equipment. In the event of any installation of Television or Cable TV antenna or other related equipment like dish antenna etc. on the terrace, such installation shall be carried out by the said members/occupants in such a manner so that such installations do not in any way interfere or obstruct the transmission of micro or radio waves of the equipment. Such installation of Cell site referred to above by members/occupants of the GRANTOR shall be carried out after prior consultation with IDEA. The GRANTOR hereby declares and covenants that he does not intend to make any further construction on the terrace or roof-top of the premises and hereby further agrees that further constructions, if any, are to be made by the GRANTOR, it shall be made only after taking prior consent of IDEA for providing suitable highest available space to IDEA for installation of equipment for proper functioning.

5.3 IDEA undertakes that its officers, employees workmen shall, at all times carry out their duties and business without creating any disturbance to the members and occupants of the building during the period of this deed in respect of the maintenance, servicing and operation of the equipment, cables and lightening conductor. It is further agreed that only such officers and employees of IDEA, who have been issued proper identity cards are allowed to enter upon the Cell Site. IDEA agrees to keep the GRANTOR indemnified against any loss, damage, cost, directly consequential to the act or omission of IDEA by reason of the installation and operation of the Equipment and/or and act or omission by the contractors, officers, employees of IDEA.

5.4 IDEA shall take all precautions and safety measures for the structure in respect of any loss or damage, which is connected with the installation and maintenance of the cell site.

**6. EXCLUSIVITY:**

The GRANTOR shall not allow any other Cellular Telephone/Radio Frequency Equipment to be installed in any part of its premises or building including higher floors or lower floors.

*As Airtel site is already existing, exclusivity does not arise, hence deleted*

For IDEA Cellular Limited

*[Signature]*  
Authorised Signatory

**7. TITLE TO THE PREMISES DESCRIBED IN SCHEDULE:**

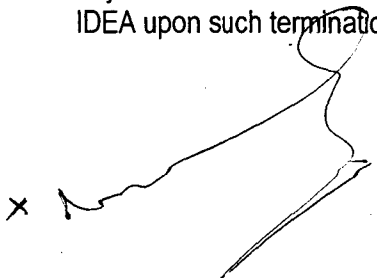
- 7.1 The GRANTOR hereby covenants that the ownership of the schedule property is absolutely and exclusively vests with him and no other person has got any right, title or interest in the same and therefore no other person has any right title or interest to object the grant and there is no claim made by any person in this respect and in case of claims by any third party, objecting to this deed, it is the duty and responsibility of the GRANTOR to remove all such objections, claims and allow full enjoyment by IDEA, right of use of the terrace hereby granted.
- 7.2 The GRANTOR have given the above warranty of title in view of the investments that would be made by IDEA while using the premises for installing the Equipment as a part of the its Cellular Telephone Network.

**8. OWNERSHIP OF CELL SITES AND EQUIPMENT:**

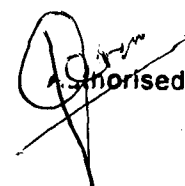
- 8.1 It is especially understood and agreed that the Cell Site and the Equipment shall remain, without exception, Idea's property during the entire term of the deed or its renewals as the case may be, and upon its expiration or upon its early termination by reason of the frustration of the object of this deed mentioned in Article 9.
- 8.2 IDEA may make any alterations and/or improvements to the Cell Site, and the Equipment during the original period of deed or its renewals with the prior consent of the GRANTOR. Such improvements may include, but are not limited to the expansion of the existing storage room for the Equipment or the installation of additional and/or various Equipment deemed necessary on the agreed premises and thereafter maintain the said alterations and improvements at its own cost. It is especially understood and agreed that these alterations and improvements shall remain without exception IDEA's property during the entire term of this deed or its renewals as the case may be and upon its expiration or upon its early termination.
- 8.3 If any dispute arises with regard to the IDEA's installations with other occupants of the building during the licensed period, the Grantor shall resolve all the disputes on his own expenses. However if the GRANTOR fail to resolve the dispute it would be lawful to IDEA to vacate the premises without any notice.

**9. CANCELLATION OF DEED ON FRUSTATION OF THE OBJECT:**

Notwithstanding any covenants stated herein above, the parties herein have agreed that, IDEA has every right to terminate this agreement anytime during the subsistence of this agreement by serving a notice of 90 days in advance on the Grantor, without assigning any reason for such termination. The Grantor shall forthwith refund the security deposit of IDEA upon such termination without any demur.

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**For IDEA Cellular Limited**

  
**Authorised Signatory**

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## 10. ACCESS

- 10.1 IDEA, its employees, officers, contractors or representatives shall have full and free access to the schedule premises, seven (7) days a week, twenty four (24) hours a day throughout the term of this deed or the renewals thereof.
- 10.2 The Grantor agrees that for the purpose mentioned in Article 10.1 one duplicate set of keys of the roof-top area and the access passage to the roof-top or Cell Site shall be handed over to IDEA immediately on execution of this deed and that the same shall be kept always with IDEA so as to enable IDEA to have access to the Cell Site at all times during the period of this deed. Any change in the locking arrangements would necessitate the handing over of the new keys prior to making the change. However, the Grantor has agreed that in case IDEA chooses to have its own locking system, IDEA is at liberty to have a choice of its own locking system at their cost. Grantor shall ensure that the access to the rooftop and terrace area will always be secured and available at IDEA, as the Cellular Telephone network has to function all the time without any interruption.

## 11. UTILITIES

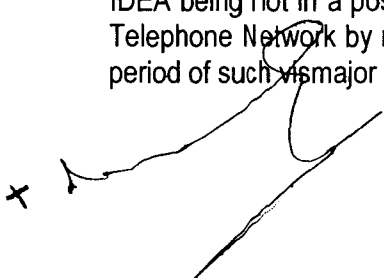
- 11.1 IDEA during the duration of this deed and its renewals has the right to connect the Cell Site equipment to the public utilities network, pursuant to the public utility's requirements or recommendations.
- 11.2 IDEA shall be entitled to obtain appropriate electrical supply by applying to AP Transco/Electricity Board and/or other relevant authority separately at its own costs and Grantor shall not raise any objection to the same and the Grantor also agrees to cooperate with IDEA to enable it to obtain separate electricity supply directly for the required capacity and for the said purpose to agree to sign, verify and execute such documents, applications etc., as required from time to time. In the event of the expiry of the deed or its renewal or termination deed per the clauses of this deed, IDEA is entitled to apply to the Electricity Board or relevant Authority to disconnect the electricity supply and take return of the deposits made, if any.

## 12. CONTACT PERSON

The Grantor agrees to identify/appoint/delegate the task of a coordinator to a responsible person to deal on their behalf, with whom IDEA can have contact regarding day to day matters pertaining to this deed.

## 13. DEFAULT & FORCE MAJEURE

IDEA being not in a position to operate the Cell sites and/or the Equipment and Cellular Telephone Network by reason of vismajor, IDEA is entitled to terminate the Licence for a period of such vismajor and/or for the rest of duration of the deed.

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#### 14. AUTHORISATION TO SHARE THE USAGE OF PREMISES

(1) IDEA shall be entitled to share in whole or in part, with any company dealing in the same or similar line of business the schedule premises secured by it, under this deed and such sharing shall in no way be treated by Grantor as an unauthorized use of the premises and the grantor shall not be entitled and has no right to demand for any accretion/increase of license fee in case of sharing.

(2) In the event of sharing, the Grantor without any demur shall provide IDEA such additional space required for installing equipment/poles, etc., in and above the premises without any demand for additional license fee. And IDEA shall ensure to consider the load bearing capacity and safety aspect of the structure before installing of the additional equipment.

#### 15. ASSIGNMENT:

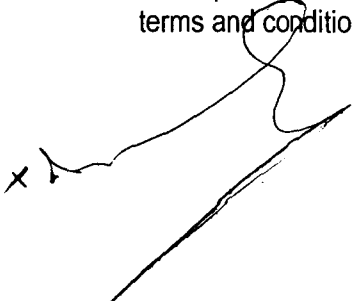
The Grantor has no objection to the IDEA assigning the licence hold interest in favor of its lenders/bankers/financial institutions or their agents/nominees. The lenders, if they take over the business of the IDEA, the lenders have the right to step into the shoes of the IDEA and continue to enjoy the licence rights till the expiry of this licence deed with the same rights and obligations as that of the IDEA. In such an event the lenders or nominees shall be deemed to be the IDEA for the remaining licence period.

#### 16. ARBITRATION:

It is mutually agreed between the parties, that in the event of any dispute, or difference of opinion in the matter of interpretation, execution or carrying out the objects and functions of this deed, the same shall be referred to a sole arbitrator, within two months from the date of any dispute who shall be appointed with joint concurrence of both the parties, who shall decide the matters and whose decision shall be binding on the parties to the dispute. The venue of the arbitration shall be at Hyderabad.

#### 17. DEED DESCRIPTION AND HEAD LINE INTERPRETATION:

Not referring to any of the words used in this deed, it is clearly agreed and understood between the parties that the "GRANTOR" being a lawful Owner of the premises, i.e. the GRANTOR, with a power to properly use the premises including roof-top area, an agreement in favour of IDEA, is being made by the "GRANTOR" **A RIGHT TO USE SPACE ON THE ROOF - TOP/TERRACE** including the premises to erect cellular tower and a room for equipment for a period of 120 months, without any interruption and this grant to IDEA for use of the Roof-Top including the premises on the terms and conditions referred to as above.

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**18. NOTICES:**

All notices under this deed shall be given by Registered Post-Acknowledgment Due or by hand delivery after obtaining acknowledgment thereof and shall be deemed to have been given within four (4) days of the date of posting and if delivered by hand, on the date of delivery.

Notices to Grantor shall be given to following address:

**Sri Pramod Chandra Modi**  
C/o.Modi Properties and Investments  
Private Limited,  
5-4-187/3 & 4, III Floor  
M.G. Road,  
Secunderabad-500 003.

Notices to IDEA shall be given to following address:

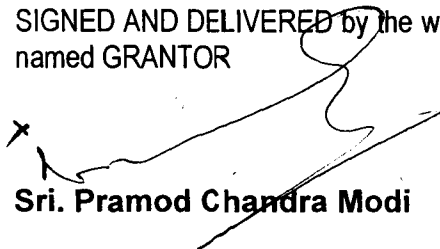
**Idea Cellular Limited,**  
5-9-62,  
KLK Estate,  
Fateh Maidan Road,  
Hyderabad -1

Attention: General Manager – Network services

Any change in address of either party from time-to-time would be informed to the other by written notice.

IN WITNESS WHEREOF, GRANTOR AND IDEA HAVE SET THEIR RESPECTIVE SIGNATURES ON THIS DEED, THE DAY, MONTH AND YEAR FIRST ABOVE MENTIONED.

SIGNED AND DELIVERED by the within named GRANTOR



**Sri. Pramod Chandra Modi**

**WITNESSES**

1.

2.



SIGNED AND DELIVERED by the Within named IDEA represented by its Authorised Signatory

**For IDEA Cellular Limited**

  
**Authorised Signatory**

**SCHEDULE OF THE PROPERTY**

**Schedule - A**

All that part of the terrace/roof top for erecting 18 meters tower, an equipment room admeasuring 4 X 5 Meters approx. on the premises known as "Usha Kiran Complex", situate at 1-8-167 to 179/2, 179/2A, 179/B, 179/C, S. D. Road, Secunderabad and bounded by:

North:  
South: This being rooftop boundaries cannot be fixed.  
East:  
West:

**Schedule -B**

All that ~~part~~ <sup>piece</sup> and parcel of space for DG Set admeasuring 4 X 4 Meters approx and eight earthpits in the Cellar/ground floor of the premises known as "Usha Kiran Complex", situate at 1-8-167 to 179/2, 179/2A, 179/B, 179/C, S. D. Road, Secunderabad and bounded by:

North: M C Modi Educational Trust  
South: Bi-Tech Software  
East: Main Road  
West: ~~Shri~~ Bhavan  
*Lions*

IN WITNESS WHEREOF, GRANTOR AND IDEA HAVE SET THEIR RESPECTIVE SIGNATURES ON THIS DEED, THE DAY, MONTH AND YEAR FIRST ABOVE MENTIONED.

SIGNED AND DELIVERED by the within named GRANTOR

x   
**Sri. Pramod Chandra Modi**

**WITNESSES**

1.

2. *G. Chokkar*

SIGNED AND DELIVERED by the Within named IDEA represented by its Authorised Signatory

For IDEA Cellular Limited

  
Authorised Signatory

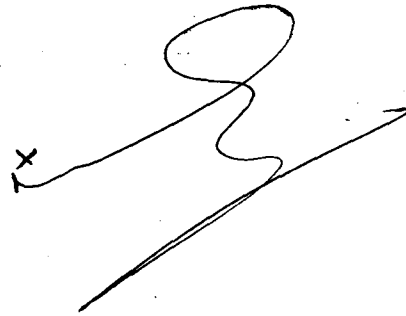
**WHOM SO EVER IT MAY CONCERN**

This is to certify that I Pramod Chandra Modi S/o. Late Shri Manilal C. Modi, Aged about 65 years, Occ: Business, R/o. H.No.1-8-165, P.G. Road, Secunderabad -500003, hereby authorize Idea Cellular Limited, having its Office at 5-9-62, KLK Estate, Fateh Maidan Road, Hyderabad-500 001, to start construction of its cellular Tower with a height of 18 meters, equipment room size of 4 X 5 mtrs. Approx. on the roof top with DG room admeasuring 4 X 4 Meters approx. and earthpits 8 Nos along with cable work in the Cellar/ground floor of our building and also to submit relevant applications for AP Transco power connections.

We also have no objection in Idea Cellular getting power connections from the concerned department for their installations at our building known as "Usha Kiran Complex", situate at 1-8-167 to 179/2, 179/2A, 179/B, 179/C, S. D. Road, Secunderabad.

Place: Hyderabad.

Date:

A handwritten signature in black ink, appearing to be 'Pramod Chandra Modi', with a small 'x' mark at the end of the signature line.