

Phone No. 9848
Sold To/Issued To:
Ramesh
For Whom/ID Proof:
MBMC

भारत INDIA
INDIA NON JUDICIAL
SHRI SATISH KUMAR
8 YEAR 16-05-09/09/12
PLOT NO.27,000 BACK GATE
WIS HANDEPALLY
SECUNDERABAD-500003
HYDERABAD DISTRICT
TELANGANA
३८०१७३
स्वतन्त्र न्यायिक
भारतीय गैर न्यायिक



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₹ 0000200/-
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Agreement
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3815332 47/2012

LICENSE AGREEMENT

This **License Agreement** is made on this 3rd day of November, 2023, at Hyderabad, by and between:

M/s Modi Builders Methodist Complex, Partnership firm having its registered office at D No. 5-4-187/ 3&4, II Floor, Soham Mansion, M G Road, Secunderabad – 500003, Represented by Its partners, 1) Shri Soham Modi, S/o Late Shri Satish Modi, Aged about 53 Years 2) Shri. Suresh Bajaj S/o Shri Pramanand Bajaj, Here in after called as “**Licensor**” (Which expression shall unless opposed or repugnant to the context or meaning thereof is deemed to mean and includes his / her / their / its heirs, successors or assigns or executives or successor in office etc.,) of the one part.

AND

M/s Ascend Telecom Infrastructure Private Limited, a registered Company incorporated under the provisions of the Companies Act, 1956, and having its Registered Office at No.37-2, Plot No.332, Mani Mansion, Defence Colony, Sainikpuri, Secunderabad Reptd by its Authorized Signatory Mr. RAJU PATRUDU LANKA, here in after called as “**Licensee**” (Which expression shall unless opposed or repugnant to the context or the meaning thereof is deemed to mean and include its business partners, associates, successors-in-interest and title, assigns or anyone claiming through and under them).

Licensor(s) and Licensee are hereinafter jointly referred to as the “parties” and individually as the “the party”.

And whereas the Licensor(s) has represented that he is the absolute, unrestricted, rightful, bearing at the building consisting of Cellar, Ground and 4 upper floors in Methodist complex- 5-9-189/190, Abids, Chiragali lane, Hyderabad-500001, Telangana (More fully described in the Schedule herewith and hereinafter referred to as the said “Premises”), free from all encumbrances and has full and unfettered right to execute and enter into any agreement for providing on Leave and License of the Premises or any portion thereof and in conformity & compliance with the sanctioned plan, all the applicable laws including but not limited to the municipal laws and bye laws

FOR ASCEND TELECOM INFRASTRUCTURE PVT. LTD.

Authorized Signatory

And whereas Licensee is engaged in the business of providing Passive Telecom Infrastructure to the Various Cellular Mobile Telephone Operators across India, by virtue of Registration with Government of India, Ministry of Tele-Communications, New Delhi, and for the aforesaid purpose (hereinafter called 'Licensee's Business and Operations'), is required to set up telecom tower/COW, microwave antennas, Shelters, DG Sets, Power Plants, Battery Banks and other related equipment's on the ground space of the various properties.

And whereas as per mutual understanding the Licensor(s) has agreed to permit the use of the said Premises for the above said purpose for a period of 15(Fifteen) **years**, and extendable for a further period of 15(Fifteen) **years** on mutual terms and conditions and the Licensee has agreed to obtain on Leave and License, the said Premises on and subject to the terms and conditions herein after set forth.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, TERMS, CONDITIONS, AND UNDERSTANDINGS, WITH THE INTENT TO BE LEGALLY BOUND THEREBY, THE PARTIES HEREBY REPRESENT AND AGREES AS FOLLOWS:

1. The Licensor hereby demises unto the Licensee the Premises comprising of an area consisting of Cellar, Ground and 4 upper floors in Methodist complex- 5-9-189/190, Abids, Chiragali lane, Hyderabad-500001, Telangana ("Demised Premises") together with easements, privileges, rights and advantages appurtenant thereto including the right to possess, use and enjoy in common with other persons entitled thereto the entrances, corridors and passages in respect of the Premises and the right to ingress to and egress from the Premises by the Licensee, its employees, vendors, customers and invitees, unto the Licensee, the Premises for a period of 15(Fifteen) years (herein after the "License period") extendable for a tenures of 15(Fifteen) years on the mutual terms and conditions as entered in this Agreement at the option of the Licensee (here in after the "Extended Licensees") commencing from i.e., Dt 09-Sep-2023 (herein after the "Commencement Date") at a monthly License Fee of Rs.31,000/-only (Rupees Thirty One Thousand only) subject to deduction of Tax at Source as per the income tax rules in force from time to time (herein after the "License Fee"). The said License Fee shall be payable by the Licensee to the Licensor by 15th of the succeeding/following English Calendar month.
2. The amount of the first License Fee shall be payable for the period commencing from the Commencement Date i.e, Dt: 09-Sep-2023.
3. The licensee earlier deposited with the Licensor an amount of Rs.84,000/- (Rupees Eighty Four Thousand Only), as interest free security deposit. The Licensor hereby acknowledges the receipt of the security deposit paid by the Licensee as stated above.
4. The Licensor shall refund to the Licensee the security deposit at the expiry of the License period or earlier determined as provided for herewith subject to the Licensee handing over the vacant possession of the schedule property to Licensor, subject however to natural wear and tear due to the ordinary use and lapse of time and subject to the deductions of the arrears of license fees if any.



FOR ANCHORED TELECOM INFRASTRUCTURE PVT. LTD.


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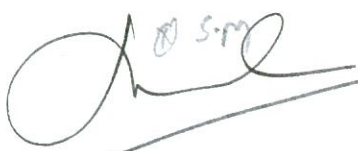
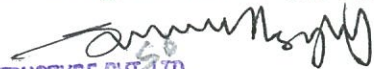
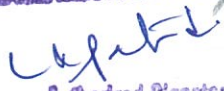
5. In the event if the Licensor fails to refund the security deposit, the licensee shall have a right to continue to possess, occupy, use and enjoy the schedule property without payment of any License fees/damages etc., in the manner specified herein, pending refund of the security deposit. In case the Licensor fails to refund the security deposit, the Licensee shall be entitled to charge interest @ 18% PA on the security deposit held by Licensor till realization.
6. The License Fee shall be paid by way of an Account Payee Cheques / Bank Transfer in Favour of the Licensor(s) to the Bank Account, details whereof, shall be provided in writing by the Licensor (s)
7. The above-mentioned License Fee shall be inclusive of all taxes, levies and outgoings (Present & Future) including but not limited to house tax /property tax /Municipality Tax etc. in relation to the Premises. Other than the License Fee stipulated, the Licensee shall not be liable for any other payments whatsoever under this Agreement. In case any tower taxes have been imposed by the local body on the installation made by the Licensee, the same will be paid by the licensee.
8. The Licensor(s) immediately after execution of this Agreement shall allow the Licensee to make requisite technical investigations, soil investigations etc. and erect/conduct/establish/install infrastructure/equipment's including but not limited to towers, shelters, DG Sets, Battery Banks, Power Plants, Microwave antenna, any technology equipment and other related equipment's with in Demised Premises (hereinafter the "Installed Equipment").
9. The Licensee shall get their own commercial power connection installed at the Demised Premises exclusively to be used by the Licensee. The Licensor(s) shall sign as soon as practically possible all the necessary documents like No Objection Certificate or such other documents as may be required by the Licensee to apply for , obtain or install the power supply connection. For the aforesaid purpose, the Licensor(s) shall allow the employees/ workers of the concerned electricity authorities or any other agency, to carry out the work of installation of the electric meters or any other necessary equipment, such as antenna and generator etc., at such places in the Demised Premises, which are technically necessary. The Licensee shall have the right to install necessary cables, wires and equipment for the purpose of transmitting the power supply from meters to the installed equipment's. Any previous outstanding electricity arrears, if any, regarding the Demised Premises shall be cleared by the Licensor at his expense otherwise the Licensee shall be at a liberty to pay on behalf of the Licensor and the same will be deducted from the subsequent monthly License Fee payable to the Licensor.
10. The access of the Licensee and /or its representative, security guards, technicians and any other person authorized by the Licensee shall not be restricted or hindered by the Licensor at any point of time during the License Period. The Licensee and its authorized representatives, security guards, technicians or any other person authorized by the licensee shall have 24x7 hours unrestricted and unfettered right to access the Demised Premises and especially to their operations areas at all times, the Licensee shall have the right to post security guards at the said Premises round the clock for the protection of its Installed Equipment and other related equipment's.



FOR ACCORD TELECOM INFRASTRUCTURE PVT. LTD.


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11. The Licensee shall have the absolute discretion to construct / decorate, do necessary modifications including but not limited to laying cement / concrete platforms with or without RCC beams/ columns any part of the Demised Premises, as the case may be, do any additions, alterations and provide necessary electric fittings and fixtures and installations /erection /commission /establishment of all equipment's required including erection and installation of a temporary prefabricated shed, a tower, antennae, a standby generator and whatever is necessary for establishment of the equipment's related to the Licensee's Business and Operations in the said Premises. The Licensee shall also be entitled to make appropriate earthing pit(s) for providing earthing and to connect such pits(s) to the antennae, equipment's, generator etc. in such a manner as is necessary and appropriate for the purpose of providing earthing to the equipment's, antenna and generator etc. The Licensee shall only inform the Licensors of such modifications and shall not be required to seek any permission from the Licensors for the same.
12. Upon termination of this Agreement the Licensee shall remove all fixtures, fittings, equipment's, etc. and all its belongings from the said Demised Premises without causing any damage to the said Demised Premises and is at liberty to leave the site on an "as is, where is basis" and shall not be liable to restore the site at its original position at the time of such termination/cancellation.
13. The Licensee undertakes to obtain, all licenses, permissions, consents, approvals from the Government and statutory authorities for installation/ establishment of the installed Equipment at its own cost and the Licensors hereby agree to extend full cooperation and/ Or sign necessary applications, documents and/ or papers and to accord necessary consent in obtaining such permissions.
14. The Licensee hereby covenants with the Licensors as follows:
- To keep the said Premises in proper condition, preserve the same in good condition. Neither the Licensee nor the Licensors shall be responsible for any damage caused to the Premises by any force majeure events including war, acts of god, natural calamities, etc.
 - To deliver, vacant and peaceful possession of the Premises on the expiration (renewal periods included) or sooner determination of the term of this License Agreement together with the Licensors' fixtures and fittings, If any, In proper condition.
 - The Licensee may terminate the License, should the necessary government approvals not be granted to them or due to any other reason and in such an event the Licensee shall not be liable to pay to the Licensors any License Fee for the period from the commencement date of this License Agreement up to the date of such termination.
 - The Licensee, being an infrastructure provisioning company, shall share its infrastructure with several telecom operators/internet service providers within the Demised Premises without the permission of the Licensors and the Licensors shall have no objection to the same. It is clearly understood and agreed by the Licensors that the installation of the telecom equipment of any additional telecom operator/internet service providers not limited to 2G/3G/4G/5G/ISP antenna/RRU/MMU /any technology equipment on/in the Licensee's tower, shelter etc., from time to time, shall not in any circumstance, entitle the Licensors to any additional license fee in excess of the license fees as agreed herein this License




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Agreement nor that the Licensor shall claim any additional amount on account of the same which shall be inconsistent with the terms and conditions of this License Agreement.

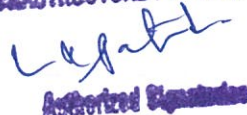
- e) The Licensor undertakes that he/they shall never create any sort of problem with regard to the placement & operation of diesel generator nor that the Licensor(s) or his/her relatives/agents shall ever demand any mobile set or electricity connection to their/any property and/or any kind of job including the job of security guard. It is also hereby clarified that the Licensee and/or its agents intends not to employ the Licensor or any of his relatives as Technician and/or Security Guard/Care Taker for the Premises and it is further clarified that in case the Licensor intends to depute Technician and/or Security Guard/Care Taker it shall be at the sole discretion of the Licensee and decision of the Licensee shall be final in this regard.

15. The Licensor hereby covenants with the Licensee as follows:

- a) The Licensor shall pay all the present and future property taxes, rates, impositions, cesses, duties, charges, levies, fines, penalties and outgoings including municipal taxes, house tax or any other taxes levied by the Municipal or other Government Authorities from time to time in respect of the Premises.
- b) The Licensor has and shall continue to comply with all laws, bylaws, rules, regulations, orders, notifications directions, conditions of the government whether central, state, local or municipal with respect to the said Premises.
- c) In case of failure by the Licensor to pay the government or statutory dues as enumerated herein, the Licensee shall have the right to pay the said amounts upon receipt of notice by them from the Government or Statutory authorities and proportionately deduct the same from the monthly License Fee.
- d) To ensure the exclusive possession, use and enjoyment by the Licensee of the Demised Premises during the said License Period without any interruption by Licensor or any person(s) or entity even if he/ it/ they is/ are lawfully claiming under or in trust for the Licensor. In case of Licensee is objected or not in a position to use the site for whatever reason, Licensee shall not be liable to pay any license fee for the said period till all such disputes are cleared or the licensee is in a position to utilize the site or the Licensee is having free, uninterrupted access to the site and the same shall not be treated as unauthorized. Without prejudice to other rights and remedies Licensee shall have right to impose penalties on the Licensor by way of deduction of the License Fee or such other amounts which would have been suffered by the Licensee.
- e) The Licensor shall not during the term of this License Agreement Install, cause, or allow to be installed on the Premises or any other part of the building any communication facilities/ equipment the placement or operation of which, in the judgment of the Licensee, may interfere with the working of the Licensee's Installed Equipment..
- f) The Licensee shall have the right to carry out all additions and alterations and renovations to the Demised Premises or any part thereof or make necessary installation of equipment at its own cost without seeking prior approval of the Licensor.



FOR ARSIND TELECOM INFRASTRUCTURE PVT. LTD.



Authorized Signatures

- [Handwritten signature]*

Authorized Signatures

- p) The Licensor/s covenants that there is no court case pending in any court of India or abroad so as to prejudicially affect the License granted to the Licensee for the entire duration of the License agreement. In other words, the schedule premise is free from lis pendency.
- q) The Licensee shall not be liable to pay any License fee in the event, the Demised Premises, or any portion thereof becomes unusable due to Force Majeure, or due to any action/order of any court or tribunal and act of third party. Further, the Licensor shall ensure that no hindrance is caused for any reason whatsoever during the construction of the cell site and thereafter during the continuance of the license including uninterrupted, unobstructed and unhindered access to the Demised Premises at all times to the Licensee/ Licensee's Representatives etc., however, in case of any default on part of the Licensor to adhere to any of the above conditions,
16. Without prejudice to other right and remedies, the Licensee shall be entitled to terminate this License Agreement and vacate and hand over the peaceful possession of the Premises to the Licensor with immediate effect in case of default/breach of terms and conditions by the Licensor or if the Licensee is not in a position to utilize the site for reasons attributed to Licensor or persons acting on behalf of Licensor or claiming ownership of the Demised Premises or third party interfering in the operations of the Site.
17. The Licensor(s) can terminate this License Agreement incase the Licensee fails to pay the License Fee for 3 (three) months consecutive months or breached terms and conditions of this Agreement. Under such an event the Licensor(s) shall serve notice in writing to the Licensee and give 2 (two) months' time to rectify such breach and incase not rectified shall have right to terminating this License Agreement with immediate effect.
18. The Licensee shall be entitled to terminate this License Agreement and vacate and hand over the peaceful possession of the Premises to the Licensor effective at any time during the term of this license by serving at least 3 (three) calendar months prior notice upon the Licensor or three months License Fee in lieu thereof notwithstanding anything to the contrary contained herein before.
19. The stamp duty, registration charges and incidental charges thereto in respect of this License Agreement and all other documents that may be executed pursuant to this License Agreement shall be borne by the Licensee.
20. In the event of any natural calamity such as earthquake, flood, and riot affecting the Premises or war to which India is a party or in the event of Licensee closing down its business in India or in the event of sale/transfer of Premises by the Licensor to any third party, the Licensee shall have a right to terminate the License with immediate effect.
21. The Licensee has/ may take; procure loans from third party from time to time by creating pledge and hypothecation of all the Installed Equipment. The Licensor shall not have any claim, lien or charge on the said installed Equipment either for arrears, Fees compensation or otherwise and such installed Equipment shall be deemed to be pledged and hypothecated to such third party by way of security for realization of the loans of the Licensee and shall not create any obstruction for the said third party, in exercising their rights under the relevant loan agreement(s).



For **ARUNO TELECOM INFRASTRUCTURE PVT. LTD.**



Authorized Signatory

22. The Licensee shall be entitled to transfer the rights under this License Agreement during the subsistence of this License Agreement on its merger or its Amalgamation with any other company. The Licensee shall have an option to transfer or assign this License Agreement to any subsidiary, affiliate, Group Company or any third party and upon completion of such transfer, written intimation will be provided to Licensor.
23. That the Licensee shall retain the original License Agreement and the Licensor shall retain a copy of this Agreement.
24. Any notice or communication required to be given under this Agreement shall be deemed to be validly sent by a Party if dispatched by Registered post against acknowledgement due to the other party at their first mentioned addresses. Further, the Parties may change their addresses with an immediate written notice to the other party.
25. In the event of breach by the Licensor of any of the terms contained herein, the Licensor shall be responsible for and shall pay to the Licensee such amount as damages as the Licensee may suffer in smoothly and effectively carrying on its business and operations.
26. This Agreement shall be governed by the laws of India, Courts of All Hyderabad shall have jurisdiction with respect to any dispute arising out of or in connection with this Agreement.
27. Any term of this Agreement may be changed, altered, omitted and/ or new term may be added hereto with the mutual consent of the Parties hereto in writing.
28. This Agreement and the contents hereof supersedes each and all agreements, arrangements, understandings, letters, correspondence, representations etc. between the Parties hereto with respect to the subject matter herein, and any promise and/or commitment given to Licensor by the Licensee and/or its employees, agents and/or representatives shall not be valid and effective unless provided in writing and duly signed and stamped with the Licensee's stamp.
29. In this License Agreement, unless the context otherwise requires any references to words importing the singular shall include plural and vice versa, words importing a gender include every gender and references to persons include bodies corporate and incorporated.

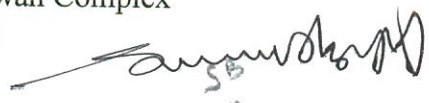
SCHEDULE OF PROPERTY

All that part of the terrace / roof top for installing Cellular Tower/poles to mount antennae and an equipment room / shelter on rooftop along with DG set bearing at the building consisting of Cellar, Ground and 3 upper floors in Methodist complex- 5-9-189/190, Abids, Chiragali lane, Hyderabad-500001, Telangana and bounded by

NORTH	:- Drive way & Lenin Estate
EAST	:- Abids Main Road / Gunfoundry Road
WEST	:- Drive way & Brindawan Complex
SOUTH	:- Chiragali Land Road



For ASCEND TELECOM INFRASTRUCTURE PVT. LTD.


Authorized Signatories

IN WITNESS WHERE OF THE PARTIES HEREBY HAVE HEREUNTO AFFIXED THEIR RESPECTIVE SIGNATURES THE DAY AND YEAR FIRST HEREIN ABOVE WRITTEN

SPECIAL STATEMENT BY LICENSOR

I/We have read, understood and agreed to/ I/We have been read over, made understood and agreed to, all of the terms above and am/are aware and realize that the installation of the telecom equipment of any additional mobile telecom operator/internet service providers on/in tower, shelter etc. on the Demised Premises, from time to time during the Term of this License Agreement, shall not in any circumstance, entitle me to any additional License Fee in excess of the License Fee specified above.

SEALED SIGNED & DELIVERED

Ascend Telecom Infrastructure Pvt. Ltd.
[Signature]
Authorized Signatory

For Ascend Telecom Infrastructure Pvt. Ltd.
Represented By its Authorized signatory
Mr. RAJU PATRUDU LANKA
(Licensee)

Witness 1

Witness 2

SEALED SIGNED & DELIVERED

[Signature]
M/s Modi Builders Methodist Complex

Licensor(s)

[Signature]
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