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New Delhi 110001.
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infrabsnl@gmail.com



भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

No. 61-20/2014-Infra Sales/Pt./ 186

Dated: 21/07/2016

To
The General Manager (NWP-II) CM,
Bharat Sancha Nigam Limited,
Corporate office, New Delhi-110001

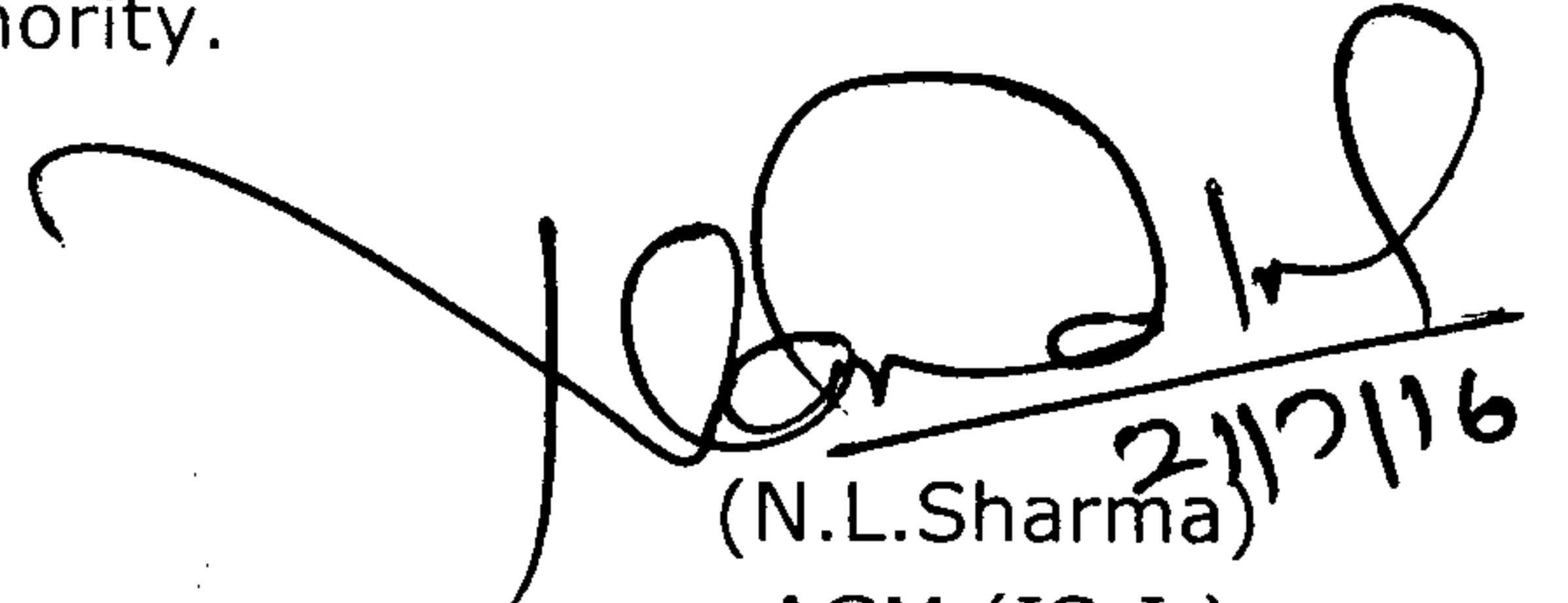
Subject: Installation of Mobile Telecom Towers on postal buildings -
Reg.

This office is in the receipt of letter no. 70-19/2015-SU Dated 4.7.2016 from Director(PSU-I), Sanchar Bhawan New Delhi on the subject wherein it is intimated that Deptt. of Posts have now finalised and circulated guidelines with a draft Memorandum of Agreement for permitting BSNL/MTNL to install mobile telecom towers on payment of license fee, which is to be determined by their Fair Rent Assessment Committee.

In this regard, I have been directed to enclose the above cited letter alongwith guidelines for further necessary action at your end please.

This is issued with the approval of competent authority.

Encl.: As above.


(N.L.Sharma)
AGM (IS-I)
21/7/16

Copy to: All Telecom Circles/ Metro Districts - for kind information & n/a please.

Regd. & Corporate Office: Bharat Sanchar Bhavan, H. C. Mathur Lane, Janpath, New Delhi-110001
Corporate Identity Number (CIN): U74899DL2000GOI107739
www.bsnl.co.in

No. 70-19/2015-SU
Government of India
Ministry of Communications & IT
Department of Telecommunications

Sanchar Bhawan, New Delhi-110001
Dated: 4th July, 2016

To

- ✓ 1. The Chairman and Managing Director
Bharat Sanchar Nigam Limited
Bharat Sanchar Bhawan, Janpath
New Delhi-110001.
2. The Chairman & Managing Director
Mahanagar Telephone Nigam Limited
5th Floor, Mahanagar Doorsanchar Sadan
9, CGO Complex, Lodhi Road
New Delhi-110003.

Subject: Installation of mobile telecom towers on postal buildings-reg.

Sir,

Please refer to this Department's letter of even number dated 01.02.2016 and the meetings held in DoT regarding installation of mobile telecom towers on postal buildings to address the call drop issue.

2. Department of Posts have now finalised and circulated guidelines with a draft Memorandum of Agreement for permitting BSNL/MTNL to install mobile telecom towers on payment of license fee, which is to be determined by their Fair Rent Assessment Committee. A copy of their letter alongwith the guidelines and draft Memorandum of Agreement is enclosed for further necessary action.

Yours faithfully,

(Pawan Gupta)
Director (PSU-I)
Tel. 2303 6019

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DM (in/ra)
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Addl CM
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DM (IS-I)
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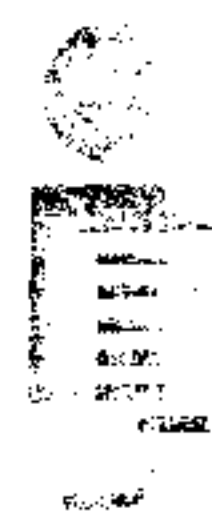
S.K. Sinha

Secretary

फोन/Tel: +91-11-2309 6060

फैक्स/Fax: +91-11-2309 6077

ई-मेल/E-mail: secretary-posts@indianpost.gov.in



भारत सरकार
संचार विभाग

11/11/16
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संचार विभाग
संचार एवं सूचना प्रौद्योगिकी मंत्रालय
भारत सरकार
डा. भवन, संसद मार्ग
नई दिल्ली-110001

Department of Posts
Ministry of Communications & IT
Government of India
Dar Bhawan, Sansad Marg
New Delhi-110001

D.O.No.18-27/2015-Bldg

27 JUN 2016

19.06.2016

June 27th 2016

Dear Shri Deepak,

Please refer to your D.O. No. 70-19/2015-SU dated 2nd March, 2016 requesting this Department to allow BSNL/MTNL for installing their mobile telecom towers on identified postal buildings at a rental to be worked out as per CPWD rent assessment policy.

2. We have circulated guidelines with a draft Memorandum of Agreement (copy enclosed) to all Postal Circles for permitting BSNL/MTNL to install their mobile telecom towers on payment of license fee. The license fee is to be determined by the Department Fair Rent Assessment Committee which follows broadly the CPWD rent assessment policy.

with regards,

Yours sincerely,

(S.K.Sinha)

Encl: as above.

Plr (PSG-I).

Pl. circulate to

Shri J.S.Deepak
Secretary
Ministry of Communications & IT
Department of Telecommunications
Sanchar Bhawan, New Delhi.

CMD BSNL and
CMD MTNL.

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18-27/2015-Bldg
Government of India
Ministry of Communications & IT
Department of Posts
(Estates Division)

Dak Bhawan, Sansad Marg,
New Delhi-110001
Dated 27-06-2016

The Indian Telecom Sector has witnessed phenomenal growth and mobile telephony in particular has revolutionized in the country over the past decade. Getting better telecom/High Speed Internet connectivity in the country is imperative for the all-round development of the nation. Mobile Towers are integral part for providing better connectivity. However, rapid expansion of mobile telecom has resulted in gap in telecom signals due to corresponding lack of expansion of telecom tower facilities. Therefore Department of Telecommunications (DoT), Ministry of Communications and IT, Govt. of India has requested Department of Posts to facilitate installation of mobile telecom towers in the suitable post office buildings in the country and has further requested to issue guidelines to facilitate such installation.

Further vide letter dated 2nd March 2016, Secretary, Department of Telecommunications, Ministry of Communications & IT, Govt. of India has requested Department of Posts, Ministry of Communications & IT to facilitate installation of Mobile Telecom Towers of Bharat Sanchar Nigam Ltd.(BSNL) and Mahanagar Telephone Nigam Ltd.(MTNL) in Post Office Buildings at a rent as per CPWD rent policy. Accordingly, it has been decided to grant license for installation of suitable roof-top mobile telecom towers and allied equipments of only BSNL & MTNL in Postal Buildings on payment of license fee and other charges as detailed below, subject to structural, other safety requirements availability of suitable area for mobile towers and equipments, height of tower, height of building etc. including adequate load bearing capacity by the building to be identified by concerned Postal Circle. Accordingly a guideline has been developed, which is as follows:

GUIDELINES

- i. Chief General Manager in charge of Telecom Circle of Bharat Sanchar Nigam Ltd(BSNL) and Mahanagar Telephone Nigam Ltd.(MTNL) or their authorized representative not below the rank of General Manager, may approach the Chief Postmaster General of the Concerned Postal Circle with the proposal with following documents:
 - a. Name of Post Offices and location, where their roof-top mobile telecom tower is proposed to be installed.
 - b. Copy of SACFA Clearances if any, issued by WPC.

- c. (Authorized) Signed Undertaking of BSNL & MTNL as the case may be, in case of any objection in future by WPC/DoT, that they will take immediate corrective measure/remove the tower.
- d. Details of Proposed roof-top mobile telecom tower –A. Height..... Meter. B. Weight inKg. C. Dimension of the Base of Tower (base length and width in Meter) Meter each. D. Weight per Sq. Meter of the tower at the base..... Kg/Sq. Meter. E. Detailed Sketch & Plan of Base Station/Mobile Tower.....(copy to be enclosed). F. Details/Specification of all components/equipment/switch board..... G. Copy of type test certificate issued by ARAI to the Manufacturer of Diesel Generator Set (Silent type only).....

Note: *The Mobile Telecom Tower details will conform to design suggested by Department of Telecommunication vide their letter No. 13-2/2015-AS-IV dated 21.12.2015 and circulated to all HoCs of Postal Circles vide Estate Division office letter No. 18-27/2015-Bldg dated 31.12.2015 and subsequent amendments if any.*

- ii. Acknowledgement receipt issued by TERM Cells (DoT) of the self-certificate submitted by BSNL/MTNL in respect of mobile tower in the format as prescribed by TEC, DoT, establishing / certifying that all General Public areas around the tower will be within safe prescribed EMR exposure limit as per peak traffic measurement after the antenna starts radiating.
- iii. BSNL/MTNL will ensure that exposure limits of radio frequency field emissions from tower confirms to the limits prescribed by the concerned Authority by putting standardized calibrated recording devices for the purpose. BSNL/MTNL will certify that the EMF exposure limits for Radio Frequency Field and other radiations from the tower and its operation will be maintained within the safe prescribed limit and not harmful to the human health.
- iv. All clearances required from Central Govt./State Govt./Local and statutory bodies for installation and operation of mobile telecom towers, will be the sole responsibility and liability of BSNL/MTNL. BSNL/MTNL will indemnify Department of Posts against any violation and liabilities including any legal disputes and Court cases arising thereof. Failure to obtain any permission for installing and operation of said tower and allied equipments or cancellation of such permission by concerned statutory Authority, will lead automatically to cancellation of permission to BSNL/MTNL, and they will remove the installation from postal premises within a week *without fail* at their cost and risk *after immediately intimating of the same and making all payments to Department of Posts as due such as license fee, service tax and any other liabilities*. BSNL/MTNL will also promptly submit copy of all required Clearances in time.
- v. The Postal Circle will also take into consideration, the need for possible future expansion/extension (horizontal and vertical) of the building in the interest of

the Department, before granting license to BSNL/MTNL for limited use of the premise for installation, operation and maintenance of said rooftop mobile telecom tower and allied equipments.

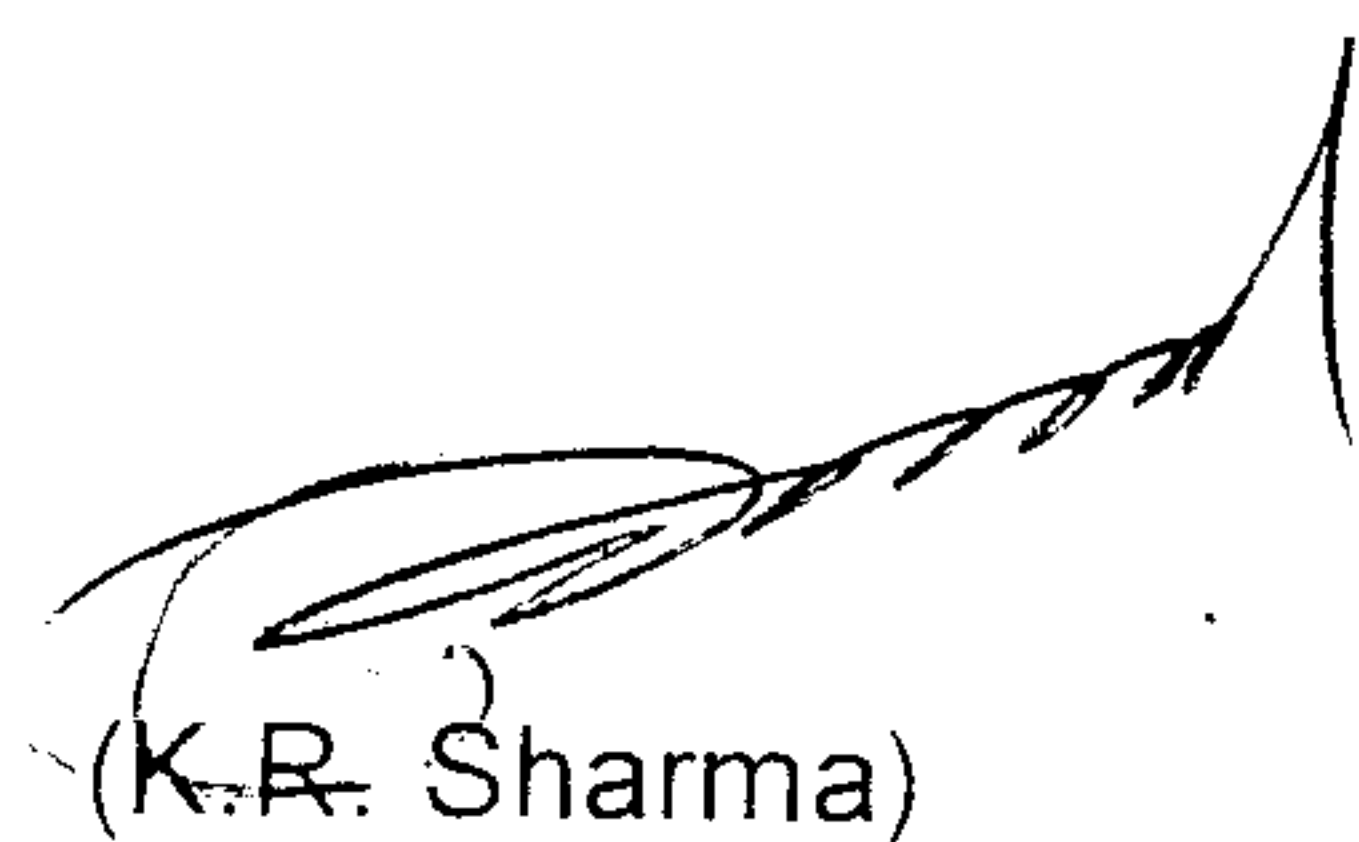
- vi. Head of Circle will get the concerned postal building examined by Postal Civil & Electrical Wing for structural soundness/stability/safety/aesthetics and leakages/seepage for safety and ease of postal operation before permitting installation of roof-top tower and allied equipments, with a view to ensure that the building will be able to withstand load/stress including that during all types of extreme weather conditions heavy rains, storm as well as natural calamities such as earthquakes etc.. Building is to be visually inspected that no sign of settlement of foundation observed in any part of the building and no significant distress features observed in any part of the building. That the tower should in no case hinder the personnel/public transacting in that concerned postal building as well as no obstruction to the building from aesthetic angle. The maximum height of the proposed mobile telecom tower should be less than 15 meter and power requirement up to 5 KW. In addition there is a requirement of earth-pits (maximum of 4 nos.) on ground space. Heritage buildings and very old buildings must not be considered for erection of tower.
- vii. For roof top towers, a monthly license fee will be payable by BSNL/MTNL. The initial monthly license fee payable and subsequent regular enhancement of license fee by the BSNL/MTNL for single antenna for their own mobile operation, is to be fixed by Fair License Fee Assessment Committee similar to Fair Rent Assessment Committee(FRAC) of Department of Posts (license fee to be determined based on similar prevalent rent policy of Department of Posts on the principle of valuation and then comparison with market rate for hiring private premises for Postal purpose and as modified from time to time) and will be binding on BSNL and MTNL as the case may be. The space/area for the calculation of monthly license fee will be the area to be occupied by tower and associated equipments/accessories, including generator sets and all earthen pits.
- viii. The license fee is to be paid by BSNL/MTNL to DoP on monthly basis in advance on or before 5th of the month to which it pertains through Pay Order/Bank Draft or through electronic transfer under simultaneous intimation to the Department at local and Regional level. BSNL/MTNL will ensure that any Tax/Cess/fee/Surcharge etc. as due arising out of the mobile telecom tower, is paid along with license fee by them promptly.
- ix. Payment of Service Tax, payable by Department of Posts on account of licensing of space(and earning license fee) for mobile telecom tower and equipments, will be paid along with license fee by respective BSNL/MTNL, in

addition to payment by them of taxes/cess/fee/charges/surcharges levied by local Authorities/State Govt./Central Govt./Statutory Bodies.

- x. In case of delay in payment of license fee by BSNL/MTNL up to 5th of calendar month in which it is due, a penalty rent @ 10%, will be payable by them up to next three months, after which the Memorandum of Agreement (to be signed at the time of licensing) will stand cancelled and BSNL/MTNL will be required to remove their mobile telecom tower and all associated equipments within a week at their cost and risk after making all payments to Lessee as due.
- xi. In case of a postal building, where mobile telecom tower of BSNL/MTNL is installed, is required to vacate the said mobile telecom tower for postal purpose, BSNL/MTNL will undertake to vacate the tower and the equipment at their cost and risk within a period of one month after paying rent and dues. In case of failure to vacate the tower from said postal premise within a period of one month as above, an additional penalty @ 0.25% per week will be paid by BSNL/MTNL (as the case may be) for such additional period of non-vacating as above, along with due rent, taxes/fee/surcharge/cess etc. till the vacation of tower and all allied equipments from the said postal building.
- xii. The roof-top mobile telecom tower with an antenna will be exclusively used for own mobile operations of BSNL and MTNL (as the case may be) and no sub-letting of any kind will be permitted.
- xiii. Damage caused to the building/assets/land and life if any, due to such telecom infrastructure during installation, operation, maintenance, dismantling, harsh weather (storm/heavy rains etc) and natural calamities (earthquake, fire, flood etc.) shall be compensated by the BSNL/MTNL and to the satisfaction of the Department of Posts.
- xiv. Regular Electricity and water supply connection as required for the telecom tower will be obtained by BSNL/MTNL with separate meter and separate connections with provision of separate power back-up for tower operation. The cost of the electricity and water consumed due to tower and its operation will be paid by BSNL/MTNL promptly without any default.
- xv. The access of the authorized personnel of the BSNL/MTNL to the postal building in connection with tower installation, operation & maintenance, will be mutually with due consent of Head of office.
- xvi. Security & safety of the tower will be responsibility of that of BSNL/MTNL as the case may be. BSNL/MTNL will indemnify Department of Posts, which will not be responsible in any way for any loss or damage to the tower, and its accessories and equipments including loss of life and other accidental consequences if any due to the same.

- xvii. In case the licensed premises is allowed by the Department of Posts to be used by another Telecom operator (independent of BSNL/MTNL), for installation of their tower and associated equipments side in future by side with equipment installed by BSNL/MTNL, then BSNL/MTNL must agree to have implicit 'No Objection' to same and must also agree to have 'No Claim' against it in any way.
- xviii. In case of objections received from local residents or even the local administration/authorities relating in any way to said tower, BSNL/MTNL will promptly address the same to the satisfaction, failing which the tower may have to be removed forthwith by them at their cost and risk.
- xix. A Memorandum of Agreement (MoA) as circulated will be entered into between DOP & BSNL/MTNL at appropriate level in the Circle for installation and operation of mobile telecom towers on postal buildings.
- xx. In the event of any dispute arising out of the said tower, the same shall be resolved amicably by conciliation, failing which by Permanent Machinery of Arbitrator at the Department of Public Enterprises situated at New Delhi and parties aggrieved with the award passed by the Arbitrator in Department of Public Enterprises may opt for an appeal before the Law Secretary in the Department of Legal Affairs of Ministry of Law & Justice.
- xxi. BSNL/MTNL to vacate the postal premises earlier occupied by them since bifurcation of both Department of Telecom and Department of Posts and must pay the rent including all past arrears of rent within a period of six months as decided/demanded by Department of Posts or signing of the agreement for installation of mobile telecom tower, whichever is earlier.
- xxii. An evaluation of the guidelines for installation and operation of mobile telecom towers by BSNL/MTNL will be carried out after 6 months of implementation for taking further action as necessitated.

The above guidelines issues with the concurrence of IFW and approval of competent authority.



(K.R. Sharma)
Director (Estates & MM)

To
All Heads of Circles

Copy to:

- i. Member (Services) & Member (Technology), Department of Telecommunications, Ministry of Communications & IT, Sanchar Bhavan, New Delhi-110001
- ii. CMD, BSNL, New Delhi for information
- iii. CMD, MTNL, New Delhi, for information

Memorandum of Agreement

THIS MEMORANDUM OF AGREEMENT made and entered into at on this--- day
of -----

BETWEEN

Department of Posts, Ministry of Communications & IT, Government of India acting through Secretary, Department of Posts, hereinafter called the LICENSOR (which expression shall unless it be repugnant to the context or meaning thereof include successors, executors, administrators and assigns) of the ONE PART;

AND

M/s Bharat Sanchar Nigam Ltd/ Mahanagar Telephone Nigam Ltd.(Strike out whichever is not applicable) , a company incorporated under the provision of the Indian Companies Act, 1956 and having Registered office at -----, and circle office at-----
-----, represented by Mr. -----(Name & designation), duly authorized signatory of the company, ----- hereinafter called the LICENSEE (which expression shall unless repugnant to the context mean and include its successors, assigns, nominees and representatives etc.)of the SECOND PART ;

WHEREAS the Licensor has represented that they are the sole and lawful owner and in possession of property having approximate total area of ----- sq. ft. of agreed space on the roof top and area of.....sq.ft. of agreed space on the ground floor of the postal building standing on a total ground covering area of.....sq.ft. bearing address.....(please give complete address)(hereinafter referred to as "the Said Property");

AND WHEREAS the Licensor does represent that the said property is in the sole and exclusive possession of the Licensor ;

The Licensee herein is a registered Telecom Service Provider/ Telecom Infrastructure Provider, under License from the Department of Telecommunications, Ministry of Communications and IT. By virtue of this, the Licensee is permitted to the extent conferred by Licensor to erect and maintain mobile telecom tower with associated equipments and ancillaries with prior permission of the Licensor on the said property.

AND WHEREAS the Licensee is desirous of the using on Licence a portion on the terrace of the said property for the erection/maintenance of a mobile telecom tower & associated equipments.

AND WEHEREAS the Licensor has thus agreed to grant of licence to licensee for the limited use of said property as mutually decided on Licence for the aforesaid purpose on and subject to the terms and conditions hereinafter contained without any transfer of interest.

NOW THEREFORE, THIS MEMORANDUM OF AGREEMENT WITNESSETH AS FOLLOWS:

1. That the Licensor has "No Objection" to grant the license hereby in favour of Licensee.
2. The Licensor hereby grant(s) on Licence to the Licensee for an area admeasuring sq. ft. (on the roof-top and ground) of said property more particularly described in the schedule hereunder written for the installation of a roof-top mobile telecom tower, and related equipments including silent generator, earthen pits etc if any.
3. The Licensee shall be allowed to erect, install and establish the following on the licensed space of roof-top :
 - a. Mobile Telecommunication Tower measuring at the base of.....meter X.....meter (length X breadth of base on the roof top) with total tower height of.....meter (from the base on the roof to top of the tower) and a total weight of maximum of..... kg including all the fixtures & equipment in it with provision of one number of antenna exclusively for own use on the said tower within above load.
 - b. A standby/back-up silent generator (admeasuring..... meter X meter) of KVA power rating on the earmarked space in the ground floor.
4. The Licensee agrees and undertakes that all clearances required from Central Govt./State Govt./Local and statutory bodies for installation and operation of mobile telecom towers, will be their sole responsibility and liability and Licensee will indemnify Licensor /Department of Posts against any violation and liabilities including any legal disputes and Court cases arising thereof. Failure to obtain any permission for installing and operation of said tower and allied equipments or cancellation of such permission by concerned statutory Authority, will lead automatically to cancellation of permission to Licensee, and Licensee will remove the installation from postal premises within a week *without fail* at their cost and risk *after immediately intimating of the same and making all payments to Department of Posts as due such as rent, service tax and any other liabilities*. The Licensee hereby undertakes to promptly submit copy of all required Clearances in time to Licensor.

5. That the Licensee shall also be entitled to make appropriate earthing pit(s) for providing earthing on vacant land without affecting the postal building and to connect the said pit(s) to the antenna, associated equipments and the said premise in such a manner as is necessary and appropriate for the purpose of providing earthing to the antenna, equipments and silent generator, while ensuring complete safety to the said premise even including at the time of lightning and thunder and any other weather related situation.
6. The Licensee agrees and undertakes to use the said mobile telecom tower with one antenna for solely for own operational use and no subletting whatsoever for a third party use is permitted.
7. The Licensee will be solely responsible and ensure that exposure limit of radio-frequency field emissions from the said mobile tower and related equipments confirms to the limit set/prescribed by the telecom & concerned authorities at peak traffic measurement by regularly measuring through standardized calibrated devices for the purpose and sharing regularly with postal authorities including also as per special demand by Licensors. The Licensee will certify that the radiations from said mobile telecom tower will be maintained always within the prescribed limit at all times, not harmful in any way to human health.
8. In case of objections received from local residents or even the local administration/authorities relating in any way to said tower, the Licensee will address the same to the satisfaction failing which the tower has to be removed forthwith by the Licensee at his cost and risk.
 - i. The Licensee agrees and undertakes as binding on it to pay basic monthly licence fee (in addition to tax/cess/fee/surcharge levied and service tax payable) assessed as well as subsequent enhancement of monthly license fee at the end of licenced period calculated (as per the rent policy followed by Department of Posts and modified from time to time for hiring private premises for postal purpose) and as per assessment made by Fair Licence Assessment Committee similar to Fair Rent Assessment Committee (FRAC) of Department of Posts for said tower. The space/area for the calculation of licence fee will be the area to be occupied by tower and associated equipments/accessories, including generator sets and all earthen pits etc. including their required clearance space on floor/ground. The Licensee shall in consideration of the licence hereby granted by the Licensors, pay to the Licensors the licence fee of Rs. per month, during the licenced period and the same will be payable in favour of the Licensors/Department of Posts as per prescribed procedure on a monthly basis.

- ii. The Licensee agrees and undertakes as binding to pay the monthly licence fee to Licensor in advance on or before 5th of the month to which it pertains, through Payorder/Bank draft/electronic transfer under simultaneous intimation to Licensor. In case of delay in payment of monthly licence fee by Licensee up to 5th of calendar month in which it is due, a penalty rent @ 10%, will be payable by them up to next three months, after which the Memorandum of Agreement will stand cancelled and Licensee undertakes to remove their mobile telecom tower and all associated equipments within a week at their cost and risk after making all payments to Licensee as due.
 - iii. The Licensee agrees as binding to ensure that any Tax/Cess/fee/Surcharge etc., as payable to central govt./state govt./local authorities etc., arising out of the licence fee payable for said mobile telecom tower, is paid in time by Licensee. The Licensee also agrees and undertakes to make the monthly payment of service tax to Licensor as payable by Department of Posts on account of giving licence to use its space for installing mobile telecom tower and allied equipments, along with monthly licence fee as due in addition to payment by them of other taxes/cess/fee/charges/surcharges levied by local Authorities/State Govt./Central Govt./Statutory Bodies.
 - iv. The Licensee agrees and undertakes that regular electricity and water supply connection as required for the telecom tower will be obtained by them with separate meter and separate connections with provision of separate power back-up for their tower operation and the cost of the electricity and water consumed due to tower and its operation will be paid by Licensee within due date without any default.
 - v. The Licensee agrees and undertakes that damage caused to the postal building/assets/land and life if any, due to said mobile telecom tower infrastructure during installation, operation, dismantling, abnormal weather conditions (heavy rains/storms etc) and natural calamities(earthquake, fire, flood etc.) shall be rectified by them to bring back to the original condition and to the satisfaction of the Licensor/Department of Posts.
9. The Licensee agrees and undertakes as binding, that in case of the said postal premise, where mobile telecom tower of Licensee is installed, is required to remove/vacate the said mobile telecom tower for postal purpose or as required by Postal Authorities, to vacate the tower and allied equipments and vacate the postal premise at their cost and risk within a period of one month of the request by Licensor without fail.

10. The Licensee agrees that the access of their authorized personnel to the said postal building in connection with tower installation, operation & maintenance, will be mutually with due consent of postal authorities.
11. Licensee will solely responsible for the Security & safety of the tower and all its' associated equipments in the postal premise. Department of Posts will not be responsible in any way for any loss or damage to the tower, and it's accessories and equipments. The Licensee agrees to indemnify the Licensors in any manner whatsoever for any injury or damage which may be caused to any employee of the Licensee or any other person in the premises including those allowed by the Licensee to gain access to the Terrace who tampers/ interferes/handle with the Licensee's tower, antenna, equipment, silent generator or automatic voltage regulator etc.
12. The Licensee agrees that in case of objections received from local residents or even the local administration/authorities relating in any way to said tower, Licensee will promptly address the same to the satisfaction, failing which the tower may have to be removed forthwith by them at their cost and risk.
13. The Licensee agrees and undertakes to vacate the postal premises earlier occupied by them since the time of bifurcation of both Department of Telecom and Department of Posts and further agrees and undertakes as binding to pay the licence fee including all past arrears of rent within a period of six months as decided/demanded by Licensors/Department of Posts or signing of this Memorandum of Agreement for installation of mobile telecom tower whichever is earlier.
14. This Licence shall commence from and the licensed period be in force for a period of years i.e. till This shall be irrevocable for the said term from the date of commencement. Provided always however the Licensors shall have the right to terminate this licence without assigning any reason by giving to the Licensee one month prior notice in writing at any time during the currency of this lease Memorandum of Agreement.
15. Granting of licence to use the space to Licensee should not be detrimental or pose risk to the daily operation and business routine activities of the office, the employees of Department of Posts, visiting customers as well as to residents in the premises/postal colonies/attached quarters and the surrounding places.
16. The Licensee shall ensure that the antenna equipment, silent generator and other Telecom Transmission Equipments and accessories are properly installed in such a manner so as to avoid any kind of inconvenience to personnel of Licensors and the other occupants of the buildings. The licensed space shall be kept in good condition and maintained properly by the Licensee at its own cost. The Licensee shall be

liable for any loss/damage accrued to the said premises during the course of use or erection/installation of the above said equipments or tower.

17. The Licensor further covenants with the Licensee that this document shall be presented for Registration by the Licensee with appropriate authority and shall be registered at the cost of Licensee.
18. The Licensee shall continue to comply with all laws, bye-laws, rules, regulations, orders, notifications, directions, conditions of the Government whether Central, State, Local or Municipal with respect to installation of Mobile Tower and allied equipments in the said property.
19. In case the leased premises is allowed by the Licensor/Department of Posts to be used by another Telecom operator (independent of Licensee), for installation of their tower and associated equipments side by side with equipment installed by the Licensee, the Licensee agrees hereby to have implicit 'No Objection' to same while recognizing the absolute right of Department of Posts to use its premises in any way and also agrees to have 'No Claim' against it in any way.
20. At the expiry of the term hereof parties hereto may extend the duration of this Memorandum of Agreement on mutually agreed new terms and conditions with revised licence fee as determined by Licensor. On the expiry of the term of this Memorandum of Agreement or its earlier determination in accordance and conditions of this agreement unless and otherwise renewal, the Licensee shall remove and or cause to be removed its telecom tower and associated equipments, accessories from licensed premise immediately at their cost and vacate the licensed premise.
21. Nothing herein contained shall be construed as creating any tenancy or sub-tenancy in favour of the Licensee or its offices and / or employees in or over or upon any part of the Licensed Space/Property, other than the permission to have limited use hereby granted. It is the express intention of the parties hereto that this Memorandum of Agreement shall be a mere license and the Licensor(s) shall always be deemed to be in possession thereof.
22. Parties hereby expressly agree that amount of stamp duty if any payable in respect of this Memorandum of Agreement shall be borne solely by the Licensee. The Licensee hereby further agrees to discharge the First Party from any and all obligation in respect of the payment of the stamp duty and agree to indemnify the Licensor from every liability or claim of stamp duty or any other penalty in that regard in respect of this Memorandum of Agreement, if made, imposed upon, recovered from or paid by the First Party/Licensor.
23. It is expressly agreed to between the parties hereto that in case the Licensed Property fails the structural stability assessment by Department of Posts, then the Licensor shall terminate / determine this Memorandum of Agreement by giving to

the Licensee 15 days notice for termination / determination of the Memorandum of Agreement and Licensee shall also be liable to remove any / all its equipment goods etc. from licensed premises immediately within a week at their cost and risk.

24. This Memorandum of Agreement and the contents here supersedes each and all agreements, arrangements, understandings, letters, correspondence, representation, etc. between the parties hereto with respect to the subject matter herein.

25. Any notice or communication with reference to this Memorandum of Agreement, unless otherwise specified herein shall be deemed to be validly sent if dispatched by registered post acknowledgement due to the other party at the following respective addresses.

26. It is agreed herein between the parties that In the event of any dispute arising by and between the parties hereto, the same shall be amicably resolved by Conciliation, failing which, the dispute shall be settled by the permanent machinery of Arbitrator at the Department of Public Enterprises situated at New Delhi and the parties aggrieved with the Award passed by the Arbitrator in the Department of Public Enterprises may opt for an Appeal before the Law Secretary in the Department of Legal Affairs of the Ministry of Law & Justice.

LICENSOR: (Mention Designation & Full address)

Department of Posts

LICENSEE: (Mention Designation & full address)

.....

27. Both the Licensor and the Licensee confirm that the Signatories of this Memorandum of Agreement are legally authorized by the Respective Parties to sign and enter into this Memorandum of Agreement.

SCHEDULE OF THE LICENSED SPACE/ PROPERTY

A Portion of roof top admeasuringSq.ft. and of ground floor admeasuring.....
Sq. ft. at
.....and the said property being
bounded by

North.....

South.....

West.....

East.....

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THESE
PRESENTS THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED&DELIVERED by the
Within named Licensor

SIGNED&DELIVERED by the
Within named Licensee,

(Authorised Signatories)

WITNESS:

- 1.
- 2.
- 3.