



DIGITAL LIFE

Dear Sir/Madam,

Reliance Jio Infocomm Limited brings to you Jio ultra high speed wireline services. In order to enable us to provide you with our services, we would need to setup our Equipments in & within your premises. To enable us to do so, we would require the following details from you:

(Please tick appropriate box)

Premises Details:  Residential Complex  Commercial Complex

Constitution of the Grantor:  CHS/RWA\*  Company  Trust  HUF  Individual  Others(Pls specify)

Building Details

OWNERS

Name of Grantor | C A P E T O W N A S S O C I A T I O N O F A P T T -

Name of the Premises | C A P E T O W N A P A R T M E N T S

Address - Street Name | G H - 0 1 / 1 A S E C T O R - 7 4 N O I D A

Locality | .

City | N O I D A

Pin Code | 2 0 1 3 0 1

Signatory:  Self  Chairman  Secretary  Landlord/Lessor  Administrator

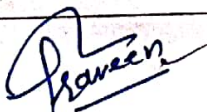
Other (Any other Authorized Person) TREASURER


Name | P R A V E E N B H A R D W A S

Telephone Number | 9 8 1 1 1 3 6 9 7 4

Email Address | a o a c a p e t o w n @ g m a i l . c o m

I, \_\_\_\_\_, have read and understood the Terms and Conditions provided herein. I hereby declare that I am authorized to sign this form and that the above information provided by me is true and correct.





Signature of Authorized Person with Stamp

10/7/2020

Date

Noida

Place

\*CHS - Co-operative Housing Society/RWA - Residential Welfare Association

For office use only

Building/Premise Name	Total Home Pass	Building ID



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### TERMS AND CONDITIONS

#### 1. Permissions and Licence

The Grantor hereby grants a licence and permission to Reliance Jio Infocomm Limited ("Jio") and Jio agrees to use the right to:

- i) Deploy, lay, fit, install and set up, ("Commission" or "Commissioning") Jio's equipment(s), materials, including Fiber Distribution Cabinets (FDC), Fiber Access Terminal (FAT), Ducts, Optic Fiber Cables (OFC), and Small Manholes (If required) (hereinafter referred to as "Equipment") required to provide wireline broadband services and other wireline telecommunication services ("Services"), to its subscribers, from and out of and within the Grantor's premises ("Premises").
- ii) Access to all parts of the Premises, including existing ducts, pathways, raceways, shafts, entrance link, rooftop and building wiring ducts, cable trays, basement, terraces, common areas, right of way, for Commissioning and maintenance of Equipment, on 24x7x365 basis;
- iii) Conduct promotional activities such as setting up kiosk/helpdesk(s), organizing awareness camps/roadshows within the Premises.
- iv) Temporary access to electricity from the Premises for Commissioning and maintenance of the Equipment, if required

A Schedule comprising the details of the space licenced for use by Jio in the Premises, together with the list of the Equipment Commissioned by Jio therein will be documented & signed by the Grantor and Jio after completion of the Commissioning.

#### 2. Rights of Jio

- 2.1 To use the Premises by itself and/or through its Affiliates, which, directly or indirectly, controls or is controlled or under the common control of Jio/Affiliates;
- 2.2 Allow access to subscribers in the Premises for availing the Services, only based on processes defined by Jio, subject to (i) terms and conditions of such Services, (ii) tariffs, as applicable, (iii) execution of Customer Application Form (CAF), (iv) terms and conditions of the Unified Licence, (v) guidelines and directions issued by DoT and TRAI and shall have the right to restrict any unauthorized usage;
- 2.3 To enjoy the benefits of the licence to use the Premises As per terms and conditions agreed herein, as long as the licence is valid.
- 2.4 Jio shall have the right to surrender the licence hereby granted, after prior intimation in writing to the Grantor, and to remove, the Equipment installed.
- 2.5 To assign or transfer the rights and obligations under this Agreement.



#### 3. Ownership of Equipment

- 3.1 The Equipment, as Commissioned, are absolutely owned by and shall always remain in the absolute ownership of Jio. Jio shall have the right to modify, replace, upgrade, remove, operate and maintain the Equipment.
- 3.2 In case of any insurance claims made by Jio, due to theft or damage to any of the

Equipment or parts thereof, the Grantor will assist Jio in every possible manner with respect to the same.

#### 4. General

- 4.1 Apart from the Grantor's licence granted to Jio and Jio's permissive use of the Premises, unless otherwise agreed, the Grantor and Jio expressly confirm that there shall be no monetary consideration, payable to one another.
- 4.2 Grantor by itself or through its Authorized Person will be responsible for any or all consents and permissions, if any required.
- 4.3 Jio assures the Grantor that:
  - i) It shall take reasonable care to ensure that the Commissioning process is carried out with minimal intrusion and that the normal functioning of the Premises is not disturbed.
  - ii) All Commissioning pertaining to the Equipment shall be at Jio's own cost.
- 4.4 Jio shall not be responsible for any injury/harm caused to any person in any manner, due to the Equipment Commissioned in the Premises, for reasons not attributable to Jio.
- 4.5 Grantor agrees and declares that the permission hereby granted will devolve on its successors and assigns.
- 4.6 In no event will Jio be liable to the Grantor or its residents, or any persons, agents or servants connected with or related to the Grantor or its residents, for any special, incidental, indirect or consequential damages, losses or claims of any nature whatsoever, whether in tort, contract or otherwise including loss of profit.
- 4.7 Jio shall indemnify and keep indemnified the Grantor against any actions, claims, proceedings, losses, which the Grantor may suffer due to any act or omission of Jio in complying with rules and regulations of the Municipal/Local authorities in connection with the Commissioning of its Equipment in the Premises:
- 4.8 The Grantor shall indemnify and keep indemnified Jio against any actions, claims, proceedings, losses, which Jio may suffer (i) due to any act or omission of the Grantor in complying with rules and regulations of the Municipal/Local authorities, non-payment of any taxes, levies, etc. with respect to the Premises (ii) on account of any defect in title of the Grantor with respect to the Premises (iii) any claim from third parties, if any, under this Agreement (iv) any liability for any commitment made by the Grantor to a Jio Customer(s):
- 4.9 Any request by the Grantor, for relocation of the deployed Equipment shall be considered by Jio on case to case basis, subject to technical feasibility and provided it does affect the quality of Services.
- 4.10 This agreement shall be governed by the applicable laws of India, and any dispute between the parties shall be either subject to the jurisdiction of courts; (i) at Mumbai, or (ii) at the place where the Premises are situated, at the option of the Party initiating the dispute.
- 4.11 These Terms and conditions, details of Equipment Installed, installation report etc. shall always form an integral part of the Form and shall be construed accordingly.

 <b>Signature</b>	 <b>Date</b>	<div style="border: 1px solid black; padding: 5px; display: inline-block;">10/7/2020</div> <div style="border: 1px solid black; padding: 5px; display: inline-block; margin-left: 20px;">NOIDA</div> <b>Place</b>
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