

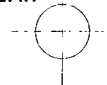
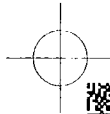
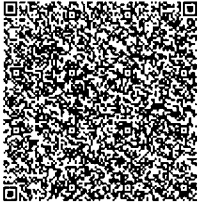
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INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. : IN-KA88173243215670T
Certificate Issued Date : 27-Aug-2021 06:53 PM
Account Reference : NONACC/ kakscsa08/ BTM LAYOUT/ KA-BA
Unique Doc. Reference : SUBIN-KAKAKSCSA0836334846342954T
Purchased by : TELESONIC NETWORKS LIMITED
Description of Document : Article 12 Bond
Description : MEMORANDUM OF UNDERSTANDING
Consideration Price (Rs.) : 0 (Zero)
First Party : BRUHATH BENGALURU MAHANAGARA PALIKE
Second Party : TELESONIC NETWORKS LIMITED
Stamp Duty Paid By : TELESONIC NETWORKS LIMITED
Stamp Duty Amount(Rs.) : 200 (Two Hundred only)



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MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING has been executed on this 27th day of August 2021 by and between:

BRUHATH BENGALURU MAHANAGARA PALIKE

N.R.Square, J.C.Road, Bangalore - 560002. Represented by the Superintendent Engineer (OFC) Sri B.L.Narasarama Rao

"BBMP" (Hereinafter referred to as FIRST Party)

Chief Engineer OFC CELL

Bruhat Bengaluru Mahanagara Palike Bangalore

Page 1, SUPERINTENDING ENGINEER (OFC - CELL), BRUHATH BENGALURU MAHANAGARA PALIKE, BANGALORE



AND

M/s. Telesonic Networks Limited
#55, Divyasree Towers, 3rd Floor,
Bannerghatta Road,
Bangalore – 560029.

Represented by Sri A K Varghese, Sr. Manager (Authorised Signatory)

(Hereinafter referred to as **Second** Party)

PREAMBLE

Whereas, the Telecom services have been recognized, the world over, as an important tool for the socio-economic development of a nation and building suitable telecommunication infrastructure has the same effect on growth of telecommunication as telecommunication service have on growth of economy.

Whereas, the company intends to place, maintain, construct and operate a fiber optics telecommunications network.

Whereas, the company has requested for grant of permission from BBMP to permit the company to install, construct, place, maintain and operate the fiber optic cable necessary for its network utilizing BBMP streets as per section 10(c) of the Indian Telegraph Act, 1885, and has expressed its intention and desire to enter into this agreement as per the letter of request dated 15/11/2018.

Whereas, as per section 210 of the BBMP Act, all the streets located within the area coming under the jurisdiction of the BBMP are vested in it and it is local authority as per section 3(7) of the Indian Telegraph Act, 1885.

Whereas, the BBMP is willing to permit the use of its streets/lanes for the installation and operation of the Company's fiber optic network **where,** in its judgement such use and operation will not interfere with its own internal requirements or the public's use of the streets.

Whereas, BBMP has agreed to permit the use of its streets by the company on the following terms and conditions:

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BBMP AND COMPANY HAVE AGREED AS FOLLOWS:

**ARTICLE 1
INTERPRETATION**

1.1 Definitions:

(a) In this agreement:

(i) "Business Day" means any day that is not Sunday or a "Public Holiday" as defined in Negotiable instruments Act, 1881

(ii) "BBMP Engineer" includes any person to whom the authority of the BBMP under this agreement has been delegated.

(iii) "Contractors" means contractors, subcontractors, workers, suppliers and materialmen.

(iii-a) "Declared Cable" means those optical cables installed and maintained by the company, declared to BBMP to have been owned and laid by them, either with or without permission of BBMP/local authorities, as on 26th July 2021.

(iv) "Optical Fiber Cable" means those optic fiber cables and manholes/hand hole/chambers installed by the company, permitted and licensed by BBMP.

(v) "Optical fiber Duct" mean and include the telegraph lines as referred to in the Indian Telegraph Act, 1885.

(vi) "Effective Date" means the date set out on the first page of this agreement.


(vii) "Employee" means

1. With respect to the Company (or a Contractor), any officer, employee, agent, licensee, guest, invitee or visitor of the company (or contractor) in or above the public property or in connection with any matter governed by this MOU, and

2. With respect to BBMP, any officer, employee, agent or contractor of BBMP but specifically excludes the company and any employee of the company,

(viii) "Hazardous Substance" includes any solid, liquid, gaseous or thermal irritant or contaminant including without limitation smoke, soot, fumes, acids, alkalis, chemicals, waste and fibrous materials or any kind.

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(ix) "Local Authority" means any Municipal Committee, District Board, Body of port commissioner or other authority legally entitled to, or entrusted by the central or any state Government, with the control, management of any municipal or local fund and includes BBMP.

(x) "Losses" means, in respect of any matter, reasonable direct and indirect, as well as consequential losses, damages, liabilities, deficiencies, costs and expenses (including without limitation, all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement, whether from a third person or otherwise).

(xi) "Network" means the system of fiber optic cables, ducts, ancillary structures and equipments located on, underground, within the city of Bangalore, falling under the jurisdiction of BBMP and such system that may be expanded, altered or reduced from time to time (within the boundaries of BBMP), which system is utilized by the Company in its operations as a local and national telecommunication services provider.

(xii) "Outside Cable Plant" means those optic fiber cables located on public or private rights-of-way (including without limitation public property), including without limitation, all necessary or ancillary cable sheathing, structures, and equipment and facilities located between the connectors of terminating patch panels.

(xiii) "Patch Panel" means the equipment panel utilized at the distribution point (end) of each optic fiber cable for the purpose of organizing, identifying, terminating, and distributing individual fiber by means of connectors joining the cable to the patch panel.

(xiv) "Prime Rate" means the annual rate of interest established and reported by Reserve Bank of India from time to time as its "Prime Rate" and used as the base or reference rate of interest for the determination of interest rates.


(xv) "Private Entity" means any person other than a Public Body.

(xvi) "Public Body" means any Government Body or authority, including, without limiting the general scope of this definition and by way of example only, BBMP, the State Government, the Central Government and all municipalities, Municipal corporations, agencies and boards controlled or constituted by a legislative body or council.

(xvii) "Public Property" means all public property owned or leased by the State and its instrumentalities and includes the property owned, possessed and vested in BBMP.

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(xviii) "State Build" means those fiber optic installations which are built and owned by the state or its instrumentalities including BBMP, undertaken for the benefit of the state or its instrumentalities and includes those cables which are not claimed by the company as on the effective date and agreed upon by the parties at Section 6.1 (a) (ix).

1.2 Obligations to act in good faith

The Company and the BBMP acknowledge and agree that they will act in good faith in carrying out the spirit and intent of this agreement and will do all things and take all steps as may reasonably be required to give effect to their obligations under this agreement.

1.3 Payments Obligations Independent of Bye-law

The company's obligations to pay money under this agreement are additional to, and not in substitution for, all other amounts payable by the company to BBMP by separate agreement or bye-law.

1.4 Headings:

Article and section headings are inserted for convenience or reference only and are not to be considered part of the actual terms of this agreement.

1.5 No Partnership/Franchise

Nothing in this agreement will create any relationship other than covenantor and covenantee. BBMP is in no way a partner or principal of the company in the conduct of its business not a joint venturer or member of a joint enterprises with the company, nor a franchisor of the company's business within the BBMP.


ARTICLE 2 ACCESS RIGHTS

2.1 AccessRow Permit

Subject always to the terms and conditions of this agreement, BBMP, to the extent that it is legally permitted to do so, now grants to the company, and for the term set out in Section 2.3-*Term of permit*.

- (a) Permission to enter on, operate, construct and maintain the optical fiber cable under the streets vested in BBMP
- (b) To enter on the public property from time to time as may be reasonably necessary for the purpose of maintaining, repairing, altering, extending or removing the cables.

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2.2 Scope of Row permit

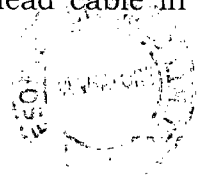
- (a) Nothing in this agreement exempts the company from full compliance with applicable provincial and municipal laws from time to time in force.
- (b) The Row permit granted to the company by this agreement is subject to all existing rights of any other person in the public property, provided BBMP attempts in good faith, at the time or times any others company makes a request to install or receives permission to install portions of the OFC, advise the company of the existence of the existing third-party rights. Despite the preceding sentence, BBMP will not be in breach under any circumstances (except bad faith) for its failure to inform the company of the existing third-party rights, the statutory rights of any person.
- (c) Despite any other term of this agreement, the rights and privileges granted by BBMP are purely contractual and are not grants of an easement, rights of way or any other interest in land.
- (d) The Row permits granted by BBMP to the company are strictly restricted to user by the company so granted. However, the compay may form such consortin/consortia as it feels necessary to carry out isbusiness in a smooth manner. Howerver, each company under the consortium so formed shall be liable to pay the permission fees independenty and separately as enshrined in Article 6 of this agreement.

2.3 Terms of Licence

- (a) Fifteen-year Licence- All rights granted to the Company under this agreement commence on the effective date and the rights and liabiliteis of the parties under this MOU shall be perpetual in nature subject to Article 12 of this agreement. The parties shall negotiate and arrive at a mutually agreeable rent/fee and cause the renewal of the license granted under this agreement after expiry of 15 years from the date of grant of license/permission under this agreement.
- (b) BBMP shall recognise the ROW permissions granted by other authorities/Government agencies etc, competent to give such permissions and if such permissions are granted in the area failing within the jurisdiction of BBMP. However, the said permissions shall expire at the completion of 15 years from the date of permission so granted and the Company shall get the permits renewed as per the provisions of this agreement.
- (c) The Company shall not lay overhead Optic Fiber cables in any Arterial and sub Arterial roads in the city of Bangalore, falling under the jurisdiction of BBMP. However, BBMP may allow the Company to lay Overhead cable in

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Arterial and Sub-Arterial Roads in case of any major repair work carried out by the Government Agencies subject to Article 10.4 (b) of the agreement. In the event of such overhead laying **has** been done by the company, there shall not be any **additional fee levied/charged.**

2.4 Non-Exclusive Licence

Despite any other term of this agreement

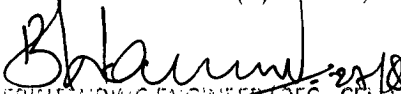
- (a) This agreement does not confer any exclusive rights on the company, and
- (b) BBMP has the full and unrestricted right to grant similar and concurrent rights and privileges to any other private entity or public body including without limiting the general scope of this section.

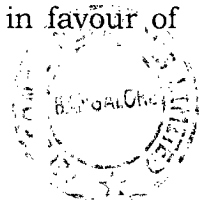
2.5 Limits of Assignment of Licence

- (a) No assignment of all or any part of the rights or obligations of the company under this agreement will be effective **unless** this Section 2.5 has been complied with.
- (b) In this Section 2.5, an assignment:
 - (1) Includes any consolidation, merger or amalgamation of the company with another person as well as any changes in the effective voting control of the company and includes any arrangement or transactions(s) by which the rights, claims or interest of the company is transferred to another person.
 - (2) Includes the third party agreement executed by the company in **relation** to easement, right of way/support structures etc.,
 - (3) **Excludes** any collateral assignment or grant or security for repayment, or the performance of obligation, provided always that any such assignment or grant is subordinate to BBMP's security, interest in the optical fiber licence.
- (c) In the event that the company wishes to assign this agreement and all of the rights and obligations of the company under this agreement, the company will, **at the most within thrity(30)** calendar days after the effective date of any assignment, provide to BBMP;
 - (i) A copy of an executed and **delivered** assignment agreement (the "Assignment"), legally binding (Subject to the terms of this Section 2.5) on the company and the assignee and containing legally enforceable covenants of the assignee and the company in favour of BBMP as described in Section 2.5(d) below,

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- (ii) Such supporting documents, certificates and statutory declaration as may be **required** by BBMP.

(d) **Assignment**

- (i) Must provide that the **assignee** will be bound by the obligations of the company as fully and to the same extent as **though** the assignee had originally executed this agreement jointly or severally with the company.
- (ii) Must provide that company remains fully bound by its obligations under this agreement for a period of one (1) year after the assignment takes effect under this section 2.5, provided always that if there is a default within that year period, the company will remain jointly and severally bound for one year following the date on which the default is cured.
- (iii) Must contain an "Entire Agreement" clause in the same form as Article 13-Entire Agreement.

**ARTICLE - 3
MAINTENANCE/SPECIFICATIONS**

3.1 Optical fiber maintenance/specifications:

The company will, at its sole cost, maintain and restore the Optical Fiber Duct/Optical Fiber cable/ manholes and chambers and the outside cable plant which supports the OFC Network for Telecom/ MSO services, BBMP should allow company to carry out the operation and maintenance or restoration for any other damage by the third party, on BBMP being notified about such damage caused by third parties atleast 24 hours before the restoration.

**ARTICLE - 4
STATE BUILDS**

The company shall not be liable to **contribute** to the cost of State Build.

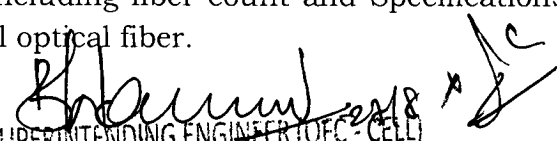
**ARTICLE - 5
Annual Reporting Obligations**

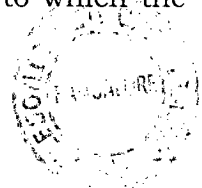
On or before Twelve Months from the date of entering into this agreement, the Company shall deliver to BBMP:

Consolidated Network Plans - "as-built" plans of that portion of the network constructed on public property at the immediately preceding calendar year. The plans must show the location, size, duct, inner duct, configurations and dimensions of the network (including fiber count and Specifications) to which the plans relate and location of all optical fiber.

Chief Engineer

Signature of Chief Engineer


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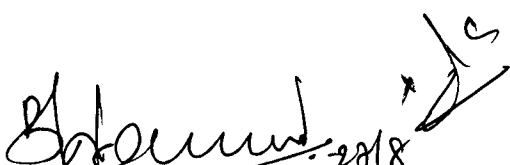


ARTICLE - 6
LICENCE FEE

6.1 Permission Fee

- (a) In consideration for the licence granted by BBMP to the Company, the company now agrees to pay BBMP as follows:
- (b) The company shall pay a consolidated fee of Rs.600/- (Rupees Six Hundred only) per meter for the first three ducts in respect of those ducts, Rs.100/- for every additional cable for which the permission/license is granted pursuant to this MOU.
- (c) The company shall also pay a sum of Rs.100/- (Rupees One Hundred only) per meter per duct for every additional duct in one **lumpsum**.
- (d) The aforesaid rates are applicable for a period of 15 years. After the expiry of 15 years from the date of permission/licence granted under this agreement, the company hereby agrees to pay in respect of the telegraph lines laid hereunder, the rent or fixed fee as may be mutually agreed by the parties.
- (e) In addition to the above, the company shall also pay a sum of Rs.50/- per meter of permission/license granted, towards refundable deposit. The refundable deposit will be rectified if the agency Dig the Pits more than the number approved in the permission. The agency should obtain the work completion from the jurisdictional engineers within 30 days for claiming refund of Security deposit. Failing which the Security Deposit will be forfeited.
- (f) **The agency shall pay, towards road restoration charges an amount of Rs.10,000/ per Pit or Rs.1,30,000/Kmt (assuming thirteen pits per km), which ever is higher for laying of OFC cable, while obtaining permission.**
- (g) **The company shall pay a consolidated sum of Rs.100/(Rupees One Hundred Only) per Meter of permission/License as supervision charges to BBMP as and when telegraph lines are placed from the effective dated and for those telegraph lines permission granted under this agreement.**
- (h) The company shall pay a consolidated fee of Rs.1500/ Mtr/ for 3 cables for installation in ducts of TENDER SURE model roads.

Chief Engineer


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- (i) The Company shall pay a consolidated fee of Rs 800/ Mtr as Refundable Security deposit for TENDER SURE Model roads and Rs. 50/- Mtr as Refundable Security deposit for roads other than TENDER SURE Model roads.
- (j) BBMP herewith grants a further period of three months to the company, from the effective date, to declare the undeclared telegraph lines, if any, so far. Once such a declaration is made by the company regarding the declared telegraph lines, the company shall pay said sum as agreed as per Section 6.1 (a) (i) and (ii) upon which the same shall be deemed to be authorised and valid.
- (k) If the company makes declaration in reagrds to the undeclared telegraph lines after the expiry of three months period as specified above, the company shall be liable to pay a sum of Rs.600/- (Rupees Two hundred only) per meter + interest at prime rate of Rs 6% p.a from the date of completion of aforesaid 3 months period, as penalty in addition to the sum agreed at section 6.1 (a) (i).
- (l) Even after the lapse of said 3 months period as enunciated in section 6.1(a) (v), if the company fails to make declarations in respect of the OFC's laid by them, the undeclared OFC laid in the city of Bangalore **falling** within the jurisdiction of BBMP shall vest in BBMP and BBMP shall be at liberty to dispose of such cables/ducts in the maner desired by BBMP.
- (m) *Interest on Arrears* – The company will pay simple interest at **prime rate** plus 6% per annum on all amounts required to be paid under this agreement, from the due date until paid in full.
- (n) Currency - All amounts are payable in Indian Currency.

ARTICLE - 7
PROTECT AND SECURE BBMP INTERESTS

7.1 Indemnity

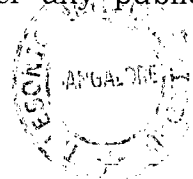
(a) Company will Indemnify BBMP- the company now indemnifies and will protect and save BBMP harmless from and against all losses in respect of loss of life, **personnel** injury (including, all cases of **personnel** discomfort and illness) loss of or damages to property and economic loss arising from

(b) the compnay placing, **constructing**, renewing, altering, repairing, maintaining, removing, extending, operating or using the network on or under any public property.

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(c) the company undertaking any activity on or under public property which is ancillary to the company's exercise of its rights under this agreement,

(d) any breach of this agreement by the company.

Limitation on Indemnity - for further certainty, and despite Section 7.1 (a) (i) above, this indemnity does not extend to economic loss that arises solely from the company entering into this agreement with BBMP or the company properly exercising its rights under this agreement.

Extends of Employees - This indemnity expressly extends to all acts and omissions of the company's employees.

Indemnity/claim procedure-

If BBMP becomes aware of any claim involving any losses to which this indemnity applies, BBMP will promptly, and in any event within ninety (90) calendar days of the BBMP's Commissioner becoming aware of the claim, advise the company in writing of it. BBMP will provide reasonable particulars (to the extent of the BBMP'S knowledge) of the factual basis for the claim and the amount of the claim.

With respect to any third party claim, the company will have the right, at its expense, to participate in or assume control of the negotiation, settlement or defence of the claim and, in this event, the company will reimburse BBMP for all its losses arising from the company's participation or assumption.

If the company does not assume and continue control of the defence of any third party claim within thirty (30) calendar days of the initial written advice of its existence from BBMP, then BBMP has the exclusive right to contest, settle or pay the amount claimed.

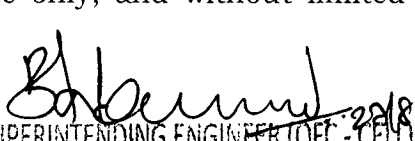
Whether or not the company assumes control of the third party claim, the company must not settle the claim without the prior written consent of BBMP, which consent may not be unreasonably withheld, conditioned or delayed. BBMP and company will co-operate fully with each other in dealing with third party claims, and will keep each other fully apprised of its status (supplying copies of all relevant records as soon as practicable)

7.2 Limitation on BBMP's Liability

(a) Subject only to Section 7.2(b) below, the BBMP will not be liable for any losses in respect of the loss of life, personal injury (including, in all cases, personal discomfort and illness) loss or damages to property or economic loss arising from or out of any occurrence on or under public property, whether or not related in any way to the negligence or wilful acts or omissions of BBMP or BBMP's employees including by way of example only, and without limited the general scope of this section

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Work which damages the Network.

Lack of repair or collapse of the Public property.

The leakage or explosion of water, gas, sewer, steam, electricity, electromagnetic or any other form of radiation waves or signals

The presence of hazardous substances on, in or under the public property, or theft or misappropriation.

All property of the company kept or stored on the public property will be so kept or stored at the risk of the company only. For further certainty, the company now acknowledges that BBMP has made no representations or warranties as to the

state of repair of the public property or the suitability of the public property for any business, activity or purpose whatsoever and the company now accepts its licence to use the public property on an "as is where is" basis.

The limitation on liability set out in section (a) above does not extend to the will full acts or omissions of BBMP officials, or

7.3 Corporate Authority

The company now warrants, represents and acknowledges that

It has full right, power and authority to enter into this agreement,

It is a corporation duly organized, legally existing and in good standing under the laws of its jurisdiction of incorporation or continuance and is lawfully registered and licensed to do business in India.

It will comply with all the laws, statutes, regulations and bylaws of the BBMP, of state of Karnataka, and Union of India in performing this agreement,

If any of the laws, statues, regualtions or bylaws mentionoed in the clause immmeditately above require BBMP to act at variance with the terms of this agreement and BBMP so acts, it will not constitute a breach of this agreement, provided that BBMP equitably reimburses the company for any unjust enrichment accruing to BBMP to the detriment of the company.

It will not permit any other company to lay calbes in the ducts over which the compnay alone is given license/permit to lay under this MOU.

It will pay all of its employees

[Handwritten signature]



Chief Engineer
CFC CELL

Bruhat Bangalore Mahanagara Palike
Bangalore

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SUPERINTENDING ENGINEER (CFC-CELL)
BRUHAT BANGALORE MAHANAGARA PALIKE
BANGALORE

ARTICLE - 8

NETWORK

8.1 Initial Phase of Network

The company will install the initial phase of the network in the locations shown on the map that is to be annexed along with the letter of permission.

Subject to the **other** terms of this agreement, BBMP now consents to the installation and construction of the network in the locations shown in the map annexed along with the letter of permission.

8.2 Ownership Of Network

Subject always to the other terms of this agreement,

- (A) The network will at all times remain the property of the company and
- (B) The company will be entitled at any time to remove the network from the public property.

ARTICLE-9

NETWORK OPERATIONS

9.1 Comply With All Laws

The company will at all times during the term of this agreement comply with all applicable laws.

9.2 Assist BBMP To Locate

The **company** will, at no cost to BBMP, provide locations of its Network within three (03) calendar days of receiving a request for **the** same from BBMP, unless the reason for the request is the result of an emergency in which case the information shall be provided within twenty four (24) hours.

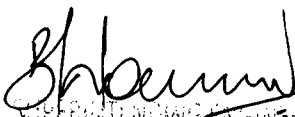
9.3 Provide Emergency Contacts

The company will provide to BBMP a list of 24 hours emergency contact personnel **of** the company and ensure that **the** list is always current.

9.4 Operate/Work Carefully

The company will at all times carry out all of its work and operation with due care and without negligence and will at no time create a nuisance.

Chief Engineer
OFCC/CELL
Bruhat Bangalore Mahanagara Palike
Bangalore


SUPERINTENDING ENGINEER (OFCC)
BRUHAT BANGALORE MAHANAGARA PALIKE
BANGALORE





9.5 Notify Bbmp Of Any Damage

If any of the BBMP's properties damaged by the company or its employees the company will notify BBMP engineer immediately of the damage and BBMP engineer will have the right to elect within forty eight (48) hours whether or not BBMP will **repair** the damage. If BBMP engineer fails or neglects to give a notice of election within the time specified, BBMP will be deemed to have elected to **do the repairs on its own**. If BBMP engineer elects to have the company do the repairs, the company will carry out there pairs at its sole cost, without improvements and only to the conditions prior to the damage in a manner approved by BBMP engineer within such time as is specified by BBMP engineer, acting reasonably. If BBMP engineer elects or is deemed to have elected to have BBMP do the repairs or the company fails to complete the repairs within the time specified by the BBMP engineer, BBMP may carry out there pairs at the company's sole cost.

9.6 Occupational Health And Safety

To the extent required by law, the company and the company's contractors must confirm to all health and safety laws including any regualtions requiring installation or adoption of safety devices or appliance. BBMP may, on twenty-four(24)hours writtenuotice to the company, suspend work by the company on the network if there appears to be a failure to install such devices or because conditions of immediate danger exist that would be likely to result in injury to any person. The suspension will contintue until the default or failure is corrected.

9.7 Traffic Control Manual

The company will at all times adhere to BBMP's traffic control manual and such other reasonable traffic control safety standards as are imposed upon the BBMP's own staff as well as third parties through contracts similar in nature to Article 7 of this agreement.


ARTICLE 10 INSTALLATION /WORK TO NETWORK

10.1 New Work-Prior Approval

Except in the case of:

- (a) Routine calble maintenance and repair that does not involve any excavation or disruption to the public property, or
- (b) An emergency,
No installation construction repair, maintenance alteration extension or removal work (NEW WORK) on the network may be carried out without the prior written approval of the BBMP, Commisioner, in accordance with the procedures set out in this Article 10.

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Bangalore


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10.2 Approval Application Documents

The company must first submit plans, specifications and other information reasonably requested by the commissioner, BBMP to the BBMP's office (the "Plans")

10.3 Approval Timing

The BBMP will provide the company with a written response or approval within a maximum of forty-five (45) calendar days of receiving the application documents.

10.4 Approval Criteria

MUST MEET BBMP STANDARDS – If the commissioner, BBMP is of the opinion, acting in good faith, that the new work does not meet the BBMP's standards and requirements or is otherwise not in the public interest, then the commissioner, BBMP is under no obligation to approve the New work. However in such a case, the commissioner, BBMP will provide, in reasonable detail and in writing, the reasons for the rejection and will also make a good faith effort to suggest to the company alternative means to accomplish the original objective of the new work.

SAFETY/AESTHETIC CRITERIA – without limiting the generality of (a) above, the company will take all such steps as are reasonably required by the commissioner, BBMP to ensure that the design of the component of the new work meets the aesthetics requirements of BBMP.


ENCASEMENT CRITERIA – without limiting the generality of (a) above, the portions of the new work which pass under existing utilities or **cross** beneath streets must be **placed** in a carrier pipe or be encased.

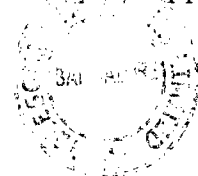
APPROVAL VALID FOR 60 days: No approval under this section will have any force or effect unless the new work is commenced and completed within **60 days** of the date of the approval (unless a longer period of time is granted concurrently with the approval or, at the sole discretion of the commissioner, BBMP an extension of time is granted).

APPROVAL LIMITED IN SCOPE – No approval by the commissioner, BBMP of the application documents will constitute an approval.

- (i) Of the new work under any of the by-laws of the BBMP or any applicable **State** or **Central** laws, all of which the company must comply with **while carrying** out the new work or
- (ii) Authorization or permission to interfere in any manner with any existing public or private utility line, system or equipment of any kind including, without limitation, any pipe, wire, cable, conduit, manhole or distribution, switching or pumping equipment, or related support

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OFF. CELL


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structures) other than the network unless expressly authorized by the approval documents issued by BBMP.

10.5 GENERAL PROCEDURES FOLLOWING NEW WORK APPROVAL

- (a) 24 Hour Notice – Following the granting of approvals, the company will nevertheless give the commissioner, BBMP not less than 24 hours notice of its intention to commence any new work (each work) is carried out.
- (b) Conformity requirement - the new work must be carried out in conformity with the application (except as modified if at all, by the approval documentation issued by the commissioner, BBMP) without delay and in a good and work man like manner satisfactory to the BBMP.
- (c) SUBJECT TO INSPECTION – all the new work will be subject to inspection by the commissioner, BBMP or BBMP engineer.
- (d) Supervisor required - the company must employ or contract for a competent and reliable individual to act as foreman or superintendent (“supervisor”) to supervise all new work and the supervisor must be present at the site of the new work at all times during which the new work is in progress.
- (e) Non-compliance procedure – the following non-compliance procedures are independent of each other and of all other rights and remedies of BBMP under this agreement and may be exercised separately, together or in any order or combination with the other procedure and remedies set out below and elsewhere in this agreement.
- (f) If, at any time, BBMP engineer determines that the new work is defective or faulty or not being carried out in accordance with this agreement then BBMP engineer may order the supervisor to stop work immediately and the new work may not proceed until the BBMP engineer is satisfied that the defect, fault or breach will be rectified by the company. Orders given under this section (e) (i) may be given verbally or in writing by the BBMP engineer to the supervisor and section 13.1 - Notices will not apply.
- (g) If at any time after the new work is commenced or completed and if, the BBMP engineer determines that the new work was not carried out in compliance with this agreement, then the BBMP engineer has the right (despite any prior approval or inspection of the new work) to order the company to comply with this agreement. If the company fails to comply with this agreement within fifteen (15) days of delivery of the order, BBMP has the right to carry out all or any part of the new work which does not comply with this agreement and the company will reimburse BBMP actual costs of doing so, immediately following receipt of the BBMP’s invoice. The opinion of the BBMP engineers as to the compliance of any new work with this agreement will be final and binding.

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10.6 Specific New Work Requirements

- (A) Remove all materials - all surplus sand, rubbish, debris, construction material or other materials resulting from the new work must be removed by the company.
- (B) Restore surface - the surface of the public property must be restored to its prior conditions in accordance with the specifications set out by the BBMP engineer from time to time.

10.7 Completion Procedure

Within thirty (30) calendar days of the completion of the new work, the company will deliver to BBMP

- (A) "AS=BUILT" Drawing - "as-built" drawing sufficient, in the BBMP engineer's opinion, to accurately establish the exact location, elevation and distance of the new work.
- (B) Where, in conjunction with the new work, the company has constructed optical fiber or additional outside cable plant on which the optical fiber is dependent, all applicable executed and delivered third party access agreements and non-disturbance agreement as required by Section 4 third party rights of way.

ARTICLE 11

NETWORK CHANGES REQUIRED BY THE BBMP

11.1 Notice to Remove/Relocate

a) Despite any other term of this Agreement (except only Section 11.4 below), the Company will

i) Within sixty (60) calendar days of written notice from BBMP, commence and diligently and continuously work to remove any part of the Network designated in the notice, and


ii) Within one hundred and twenty (120) calendar day of written notice from BBMP commence diligently and continuously work to change the location of any part of the Network designated in the notice to some other reasonable location.

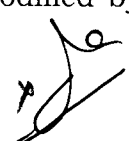
b) For the purpose of this Section 11.1

i) a change in location means any change in either or both line and elevation, and

ii) all work under this Article is deemed to be New Work for the purpose of covenants made in Article 10 and the Company will follow the same procedures that apply to New Work except as modified by the notice given under this Section 11.1

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Bangalore~~


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11.2 BBMP Will Assist

The BBMP Engineer will make a good faith effort to provide alternative suggestions for re-routing the affected portion of the Network to assist the Company in its efforts to facilitate the uninterrupted provision of service to its customers.

11.3 Costs of Removal/Relocation

Subject only to Section 11.4 below, the company will pay the entire cost of changing the location of or removing any portion of the Network pursuant to this Article. For greater certainty, the BBMP will not be responsible for the cost on account of the Optical Fibre, if any, removed or relocated pursuant to this Article.

11.4 Civic Beautification Program

For further certainty, Section 11.1 above applies (and Section 11.4 does not apply) to any relocation being effected by the BBMP as part of its civic beautification program to reroute above-ground utility lines underground.

11.5 Temporary Re-Routing

The BBMP herewith covenants to put the company on notice, at least 15 days prior to the commencement of any work within its limits that is expected to effect the company and the company on such notice shall immediately take step to re-route the optical fiber network in consonance with Article 11.4.

11.6 Restoration after notice

All restoration works that are to be carried out by the company, in case of any damage caused to its optical fiber network by any third party, shall be carried out by the company by duly informing the BBMP at least 2 days before undertaking such restoration activity/ work.

ARTICLE 12

EXPIRY OF TERM


Negotiating Further Agreement

If any directions were to be received from court of law/Government in the matter of non-continuation of the present MOU than, irrespective of the period, yet to be expired, BBMP would be at the liberty to terminate the present MOU with three months' notice.

Starting not later than three months before the expiry of the term, the parties to enter into negotiations for a new 15 year of agreement and if BBMP were to agree for continuation than enter into fresh agreement on a mutually agreeable terms on the basis of which BBMP shall issue fresh licenses/rent subject to payment of the rents/fees agreed thereunder. In case no fresh agreement on a mutually agreeable terms could be arrived at, the company shall remove the telegraph lines laid by it at its own cost.

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ARTICLE 13

GENERAL

13.1 Notices

All notices and other communications under this Agreement will be sufficiently given if sent by RPAD or fax to the following addresses/fax numbers:

To the BBMP:

Bruhath Bangalore MahanagaraPalike,
N.R.Square,
Bangalore - 560002.

BBMP Commissioner

Ph/Fax No. Attention;
BBMP Engineer Ph/Fax
No.

To the Company:

M/s. Telesonic Networks Limited
Bharti Crescent, 1, Nelson Mandela Road,
Vasant Kunj, Phase-II, New Delhi-110070.

And the communication will be deemed to have been received at the time stated on the RPAD waybill or the fax confirmation.

13.2 Default

a) Subject to section (b) below, a default occurs under this Agreement if

- i) the Company breaches any of its obligations under this Agreement,
- ii) there is instituted by or against the Company any proceeding for the dissolution or liquidation of, or winding up of the affairs of the Company,
- iii) an order is made or an effective resolution is passed for the winding-up, dissolution or liquidation of the Company, and the default is not cleared within there (3) Business Days after written notice from the BBMP specifying the nature of the default.

b) Despite section (a), if the breach is not a breach of a covenant to pay money and is of a nature that, with reasonable resources and diligence, would require more than three (3) Business Days to remedy, then the Company will not be in default if it, immediately after receiving notice of the breach, embarks on a diligent and continuous course of remedial action which results in the expeditious cure of the breach.

(c) For further certainty,

- (i) subject only to the limitation set out in Section 13.6 (c) of this Agreement, all of the BBMP's rights and remedies under this Agreement may be exercised alone or in any combination or order and are without prejudice to any other remedies at law or in equity, in contract or in tort against the Company or its Contractors or their respective Employees, and

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- (ii) the BBMP's default remedies under this Agreement are independent of and may be exercised without being prejudiced by any of the audit and arbitration procedures which either party may elect to undertake, provided always that both parties will be bound (in the exercise of the BBMP's default remedies) by any and all determinations lawfully made by any expert or arbitrator appointed under this Agreement.
- (d) If a default occurs, the BBMP may, in any order that it chooses, do any one or more of the following:
- (i) demand payment of any amounts due and unpaid,
 - (ii) sue the Company for the amount of money due
 - (iii) take proceedings and any other legal steps to compel the Company to comply with this Agreement,
- (e) Except for the performance of covenants to pay money, time periods for the BBMP's and Company's performance under this Agreement will be extended for periods of time during which their performance is delayed or prevented due to an Unavoidable Delay.

An "Unavoidable Delay" means,

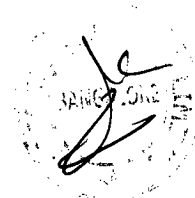
- (i) For the Company, any circumstances beyond the Company's and all of the Company's competitor's control (such as, for example, strikes/lockouts, embargoes, governmental action, acts of God, war or other strife), but expressly excluding any and all delays caused by the Company's lack of financial resources or insolvency, strikes/lockouts/labour affiliations of the Company's Employees, governmental action taken in the enforcement of laws specifically against the Company, or anything else within the direct or indirect control of the Company, or anything else within the direct or indirect control of the Company or which prevents the Company from performing this Agreement as well or as quickly as its competitors,
- (ii) For the BBMP, any circumstances beyond the BBMP's control, such as for example strikes/lockouts, embargoes, governmental action (including that of the BBMP acting in good faith in its regulatory capacity), acts of God, war, or other strife.

13.3 Entire Agreement This Agreement

- a) Supersedes and replaces all negotiations, agreements and any other statements, prior to this Agreement, and
- b) Reflects the entire agreement between the parties and may not be amended except by further writing signed by both parties.


13.4 Time-The Essence

Time is of the essence of this Agreement.



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13.5 Further Assurances

The parties agree to execute such further assurances and documents as may be necessary to carry out the intent of this Agreement.

13.6 Indian Law Applies

This Agreement will be governed in all respects by the laws of India.

13.7 Courts at Bangalore Have Sole Jurisdiction

If there were to be any dispute between the parties there shall be an endure to sort it out by way of negotiations by and between the officers of the parties and if no solution were to be found then the matter to be referred to the Chief Commissioner for his decision, whose decision will be final. If the matter is not settled at the level of Chief Commissioner then the parties can approach the honorable court of Bangalore for final decision.

Subject only to arbitration proceedings contemplated by this agreement, all disputes arising out of this agreement will be settled by the court of Bangalore

13.8 Agreement Benefits Employees and Agents

Every exemption from liability, limitation and condition contained in this Agreement for the benefit of the Company or the BBMP and every defense and immunity of whatsoever nature applicable to the Company or BBMP or to which the Company or BBMP is entitled under this Agreement will also be available and will extend to protect every Employee for time to time of the Company or BBMP and, for the purpose of all such provisions and this Section, the Company or BBMP, is and will be deemed to be acting as agent and trustee on behalf of and for the benefit of all such Employees.

13.9 Severability

If any Section or paragraph of this Agreement is determined to be void or unenforceable in whole or in part, the Section or paragraph shall be deemed to be severable from this Agreement and shall not cause the invalidity or unenforceability of any other Section or paragraph of this Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS TO THIS MEMORANDUM OF UNDERSTANDING ON THE ABOVE MENTIONED DATE AND PLACE IN PRESENCE OF THE FOLLOWING:

WITNESSES :-

1.

(1st Party)

BBMP (Superintendent Engineer)


2.

(2nd Party)

M/s Telesonic Network Limited

Chief Engineer
OFC CELL

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