



CIN: U45202HR2019PLC080514

SAR TELEVENTURE LIMITED

Formerly Known as Sar Televenture Pvt. Ltd.
Reg Off.: Plot No. 346 A, 2nd Floor, Udyog Vihar,
Phase-4, Gurugram-122016 Haryana
Contact: +91-8587050050
Email Id: info@sartelevventure.com

January 30, 2024

The Manager, Listing
NSE Emerge (National Stock Exchange of India Ltd.)
Exchange Plaza, Bandra-Kurla
Complex, Bandra (E) Mumbai-400051
Symbol: NSE: SARTELE

Re: ISIN: INE0PUC01020

Dear Sir/Madam,

Sub.: Disclosure of Material Event - Agreement with Bharat Sanchar Nigam Limited

The Company has entered into a revenue-sharing agreement with Bharat Sanchar Nigam Limited (BSNL) to deliver BSNL telecom services (including fixed, wireless, broadband, etc.) to end users at Ghaziabad, Uttar Pradesh.

The brief details of the agreement are as under:

1. **Scope of Work:** The scope of this project involves constructing, expanding, and maintaining the Optical Fiber Cables (OFC) network within residential and commercial complexes, as well as establishing interconnections between buildings using OFC. Additionally, it includes the installation and upkeep of overhead OFC backhaul from the nearest BSNL pickup point to the Optical Line Terminal (OLT) location. The project also covers establishing interconnectivity at the network operation center and offering maintenance support for the existing telecom infrastructure and other installed telecom equipment as needed on a case-by-case basis.
2. **Tenure:** The agreement shall be valid for 10 years and is renewable thereafter on similar /mutually agreed terms.

The intimation is given pursuant to Regulation 30(6) of the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 and other applicable provisions of law. The details required under SEBI Circular No SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023 are enclosed as Annexure A.

The Company has received the executed copy of the Agreement dated January 29, 2024 today i.e. January 30, 2024 at 11:00 A.M. and accordingly this disclosure is being made.

**ABHISH
EK JAIN**

Digitally signed
by ABHISHEK
JAIN
Date: 2024.01.30
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Website: www.sartelevventure.com

Corporate Office: B-16, First Floor, Sector-2, Noida-201301, UP



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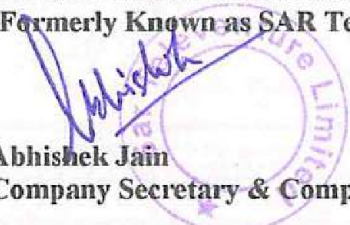
Contact: +91-8587050050

Email Id: info@sartelevventure.com

Kindly take the above on record.

Thanking You
Yours Faithfully

For SAR Televenture Limited
(Formerly Known as SAR Televenture Private Limited)


Abhishek Jain
Company Secretary & Compliance Officer

**ABHISH
EK JAIN**

Digitally signed
by ABHISHEK
JAIN

Date: 2024.01.30
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Encl.: as above

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Annexure A

Disclosure pursuant to Para B of Part A of Schedule III of Regulation 30 of the SEBI (Listing Obligations and Disclosure Requirements) Regulation, 2015 read with SEBI Circular No SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 dated July 13, 2023

Sr. No.	Requirement of Disclosure	Details
a.	Name(s) of parties with whom the agreement is entered;	Bharat Sanchar Nigam Limited, GMBA, Ghaziabad
b.	Purpose of entering into the agreement;	To create infrastructure for providing BSNL telecom services at Ghaziabad, UP
c.	Size of agreement;	This shall be based on the revenue to be generated which can't be ascertained beforehand. The Revenue Sharing formula is as under: BSNL - 50% SAR Televenture Limited- 50%
d.	Shareholding, if any, in the entity with whom the agreement is executed;	Not Applicable
e.	Significant terms of the agreement (in brief) special rights like right to appoint directors, first right to share subscription in case of issuance of shares, right to restrict any change in capital structure etc.;	This project encompasses building, expanding, and maintaining Optical Fiber Cables (OFC) networks in residential and commercial complexes, establishing interconnections between buildings, and maintaining overhead OFC backhaul from the nearest BSNL pickup point to the Optical Line Terminal (OLT) location. It also involves establishing connectivity at the network operation center and providing maintenance support for existing telecom infrastructure and installed equipment on a case-by-case basis.
f.	Whether, the said parties are related to promoter/promoter group/ group companies in any manner. If yes, nature of relationship;	No
g.	Whether the transaction would fall within related party transactions? If yes, whether the same is done at "arm's length";	No

**ABHISH
EK JAIN**

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by ABHISHEK
JAIN
Date: 2024.01.30
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Contact: +91-8587050050

Email Id: info@sartelevventure.com

h.	In case of issuance of shares to the parties, details of issue price, class of shares issued, etc.	Not Applicable
i.	Any other disclosure related to such agreement, viz., details of nominee on the Board of directors of the listed entity, potential conflict of interest arising out of such agreement, etc.	Not Applicable

**ABHISH
EK JAIN** Digitally signed
by ABHISHEK
JAIN
Date: 2024.01.30
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INDIA NON JUDICIAL

Government of Uttar Pradesh



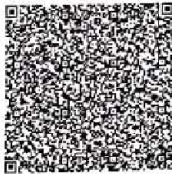
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e-Stamp

Signature.....
ACC Name : Chandra Prakash
Mobile-8700977028
ACC Code. UP14018804
Add:- Sec15, Gulmohar Complex Noida
License No.-210/2022 & Distt.-G.B. Nagar

Certificate No.
Certificate Issued Date
Account Reference
Unique Doc. Reference
Purchased by
Description of Document
Property Description
Consideration Price (Rs.)
First Party
Second Party
Stamp Duty Paid By
Stamp Duty Amount(Rs.)

: IN-UP46967986031770W
: 29-Jan-2024 12:02 PM
: NEWIMPACC (SV)/ up14018804/ GAUTAMBUDDH NAGAR 1/ UP-GBN
: SUBIN-UPUP1401880490050669226701W-
: BHARAT SANCHAR NIGAM LTD
: Article 5 Agreement or Memorandum of an agreement
: Not Applicable
:
: BHARAT SANCHAR NIGAM LTD
: SAR TELEVENTURE LIMITED
: BHARAT SANCHAR NIGAM LTD
: 100
(One Hundred only)



₹100

Please write or type below this line

IN-UP46967986031770W

Agreement No-GMBA/GZB/TIP/SAR Televenture/23-24/16

AGREEMENTTHIS Agreement entered into on this 29 day of January 2024 by and between:

BHARAT SANCHAR NIGAM LIMITED (hereinafter referred to as "BSNL"), a company incorporated under the Companies Act 1956, having its Registered Office and Corporate Office at Bharat Sanchar Bhawan, New Delhi-110 001, represented by **Sh Kripa Shankar Singh DGM(OA)** O/o GMBA Ghaziabad Uttar Pradesh West Telecom Circle

[Signature]
29/01/2024
D.G.M (OA)
Bharat Sanchar Nigam Limited
Ghaziabad

FOR SAR TELEVENTURE LTD.

[Signature]
DIRECTOR/AUTHORISED SIGNATORY

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

AND

M/s SAR Televenture Limited (hereinafter referred to as "TIP" a Proprietorship Firm having its Registered Office at **Second Floor, Plot No. 346A, Udyog Vihar Phase-IV Gurgaon, Gurugram, Haryana-122001** represented by **Sh. Rahul Sahdev (Authorize Signatory)**).

Whereas BSNL is in the business of providing Basic Telephony Services, Cellular Mobile Telephony Services (CMTS), Internet & broadband services and National Long Distance Services (NLDS) in its licensed areas of operation in the geographical territory of India (except Mumbai and New Delhi).

AND

The Builder is having a objective of developing, promoting, building and selling residential/commercial apartments OR RWA is having an objective to work towards the welfare of the people using the residential/commercial complexes OR Telecom Infrastructure Provider is having a objective of providing the telecom service to the people using the residential/commercial complexes as mentioned in Annexure (hereinafter referred as "Projects in annexure").

Here Telecom Infrastructure Providers (TIP) Means "A company incorporated under the company Act 1956, or Proprietorship/Partnership firms having an objective of providing the Telecom Services including existing Cable Operators, Firms working for OFC laying, Broadband Provisioning & Maintenance and other firms working in Telecom field etc.

Whereas BSNL GMBA Ghaziabad has approached "M/s SAR Televenture Limited" offering to provide the BSNL telecom services of the residents of "Projects in Annexure".

AND

WHEREAS M/s SAR Televenture Limited Builder/RWA/Telecom Infrastructure provider (TIP)/Franchisee/Retailer/DSA in the intention that the residents of the "Projects in Annexure" shall utilize the offer of BSNL GMBA Ghaziabad .
BSNL (partner) has agreed to the proposal of BSNL based on the terms and conditions contained herein under.

NOW THIS AGREEMENT WITNESS AS FOLLOWS:

1. In consideration of the due observance and performance of all the terms & conditions of this agreement, the BSNL and Builder/RWA/Telecom Infrastructure provider (TIP)/Franchisee/Retailer/DSA agree to sign this agreement on non exclusive and revenue sharing basis to provide the BSNL telecom services to the end users.
2. Builder/RWA/Telecom Infrastructure provider (TIP)/Franchisee/Retailer/DSA agrees that the infrastructure provided by BSNL PGMTD/GMTD will be utilized for exclusively BSNL services only..
3. Builder/RWA/Telecom Infrastructure provider (TIP)/Franchisee/Retailer/DSA shall ensure the execution of services as per this agreement and continuance of the same by the future association/any other outside agency who may continue to maintain the telecom and other services in the residential complex/commercial complex for the entire agreement period.
4. **Case-II: OFC infrastructure available (laid by Builder/RWA) but not in use in the "Projects in**

D.G.M (QA)
Bharat Sanchar Nigam Limited
Ghaziabad

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Annexure"

BSNL responsibilities:

- a) To build/extend the OFC network up to residential/commercial complex, at one point (BSNL control room), within the complex.
- b) To build/extend the BSNL telecom network
- c) To do the installation of all telecom equipments
- d) To install the ONT
- e) To provide the maintenance support to BSNL telecom equipments including OFC laid/build by BSNL.

Responsibilities of Builder/RWA/Telecom Infrastructure provider (TIP)/Franchisee/Retailer/DSA:

- f) To build/extend the OFC network inside the residential/commercial complex and interconnection of building through OFC within premises.
 - g) To do the wiring of cable inside the building up to inside the flat/shop and laying of connecting cable network in whole premises/complex connecting various buildings/towers from the BSNL telecom Network point (BSNL control room).
 - h) To provide the maintenance support to OFC laid/build by the builder/RWA/Telecom Infrastructure provider (TIP)/Franchisee/Retailer/DSA.
 - i) To provide the maintenance support to telecom equipment supplied/installed by the builder/RWA/Telecom Infrastructure provider (TIP)/Franchisee/Retailer/DSA.
 - j) To provide the space/room to BSNL on rent, for setting up of control room inside the residential/commercial complex for housing the essential telecom equipment of BSNL with provisions of Air-conditioning and electricity availability.
 - k) To provide the maintenance support of space/room given on rent.
5. **Case-II-A:** OFC infrastructure available (laid by Builder/RWA) but not in use in the "Projects in Annexure" (To Lay and maintain the overhead OFC backhaul from BSNL nearest pick up point to OLT Location in addition to existing responsibilities of Case-II on part of FTTH Partner.)

BSNL responsibilities:

- a) To build/extend the OFC network up to residential/commercial complex, at one point (BSNL control room), within the complex.
- b) To build/extend the BSNL telecom network
- c) To do the installation of all telecom equipments
- d) To install the ONT
- e) To provide the maintenance support to BSNL telecom equipments including OFC laid/build by BSNL

Responsibilities of Builder/RWA/Telecom Infrastructure provider (TIP)/Franchisee/Retailer/DSA:

- a) To build/extend the OFC network inside the residential/commercial complex and interconnection of building through OFC within premises.
- b) To lay and maintain the overhead OFC backhaul from BSNL nearest pick up point to OLT Location.

- c) To do the wiring of cable inside the building up to inside the flat/shop and laying of connecting

D.G.M.(QA)
Bharat Sanchar Nigam Limited
Ghaziabad
24/10/2019

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- cable network in whole premises/complex connecting various buildings/towers from the BSNL telecom Network point (BSNL control room).
- d) To provide the maintenance support to OFC laid/build by the builder/RWA/infrastructure provider.
 - e) To provide the maintenance support to telecom equipment supplied/installed by the builder/RWA/infrastructure provider.
 - f) To provide the space/room to BSNL on rent, for setting up of control room inside the residential/commercial complex for housing the essential telecom equipment of BSNL with provisions of Air-conditioning and electricity availability.
 - g) To provide the maintenance support of space/room given on rent.

6. Case-III: Full telecom infrastructure available (laid by Builder/RWA/Telecom Infrastructure provider (TIP)/Franchisee/Retailer/DSA and is in use in the "Projects in Annexure"

BSNL responsibilities:

- a) To build/extend the OFC network up to residential/commercial complex, at one point (BSNL control room), within the complex.
- b) To build/extend the OFC network inside the residential/commercial complex and interconnection of building through OFC within premises.
- c) To build/extend the BSNL telecom network.
- d) To do the installation of BSNL telecom equipments.
- e) To provide the maintenance support to BSNL telecom equipments including OFC laid/build by BSNL.

Responsibilities of Builder/RWA/Telecom Infrastructure provider (TIP)/Franchisee/Retailer/DSA:

- a) To build/extend the OFC network inside the residential/commercial complex and interconnection of building through OFC within premises.
- b) To do the wiring of cable inside the building up to inside the flat/shop and laying of connecting cable network in whole premises/complex connecting various buildings/towers from the BSNL telecom Network point (BSNL control room).
- c) The compatible ONTs shall be supplied by the builder/RWAs/infrastructure provider/TIP to the customer.
- d) To provide a interconnectivity at the Network operation center (NOC) buildup by the builder/RWA/Telecom Infrastructure provider
- e) To provide the maintenance support to OFC laid/build by the builder/RWA/infrastructure provider.
- f) To provide the maintenance support to telecom equipment supplied/installed by the builder/RWA/infrastructure provider.
- g) To provide the space/room to BSNL on rent, for setting up of control room inside the residential/commercial complex for housing the essential telecom equipment of BSNL with provisions of Air-conditioning and electricity availability.
- h) To provide the maintenance support of space/room given on rent.

29/01/2024
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 Bharat Sanchar Nigam Limited
 Ghaziabad

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7.

Case-III-A: Full telecom infrastructure available (laid by Builder/RWA/Telecom Infrastructure provider (TIP)/Franchisee/Retailer/DSA and is in use in the "Projects in Annexure" (To Lay and maintain the overhead OFC backhaul from BSNL nearest pick up point to OLT Location in addition to existing responsibilities of Case-II on part of FTTH Partner.)

BSNL responsibilities:

- a. To build/extend the OFC network up to residential/commercial complex, at one point (BSNL control room), within the complex.
- b. To build/extend the OFC network inside the residential/commercial complex and interconnection of building through OFC within premises.
- c. To build/extend the BSNL telecom network.
- d. To do the installation of BSNL telecom equipments.
- e. To provide the maintenance support to BSNL telecom equipments including OFC laid/build by BSNL.

Responsibilities of Builder/RWA/Telecom Infrastructure provider (TIP)/Franchisee/Retailer/DSA:

- a) To build/extend the OFC network inside the residential/commercial complex and interconnection of building through OFC within premises.
- b) To lay and maintain the overhead OFC backhaul from BSNL nearest pickup point to OLT Location.
- c) To do the wiring of cable inside the building up to inside the flat/shop and laying of connecting cable network in whole premises/complex connecting various buildings/towers from the BSNL telecom Network point (BSNL control room).
- d) The compatible ONTs shall be supplied by the builder/RWAs/infrastructure provider/TIP to the customer.
- e) To provide a interconnectivity at the Network operation center (NOC) buildup by the builder/RWA/Telecom Infrastructure provider
- f) To provide the maintenance support to OFC laid/build by the builder/RWA/infrastructure provider.
- g) To provide the maintenance support to telecom equipment supplied/installed by the builder/RWA/infrastructure provider.
- h) To provide the space/room to BSNL on rent, for setting up of control room inside the residential/commercial complex for housing the essential telecom equipment of BSNL with provisions of Air-conditioning and electricity availability.
- i) To provide the maintenance support of space/room given on rent.

8. **Case-IVA:** Full Telecom infrastructure available (laid by Builder/RWA/Telecom Infrastructure provider (TIP)/Franchisee/Retailer/DSA and responsible to supply, deploy, own, Operate & Maintain the OLTs, ONTs and all the telecom network infrastructure (OLTs and beyond OLTs up to customer premises) and maintain the backhaul also.

BSNL responsibilities:

- a) To provide the maintenance support of OFC laid by BSNL for OLT Connectivity.

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Bharat Sanchar Nigam Limited
Ghaziabad

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Responsibilities of Builder/RWA/Telecom Infrastructure provider (TIP)/Franchisee/Retailer/DSA:

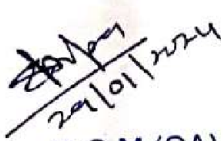
- a. To build/extend the OFC network inside the residential/commercial complex and interconnection of building through OFC within premises.
- b. To lay and maintain the overhead OFC backhaul from BSNL nearest pick up point to OLT Location.
- c. To do the wiring of cable inside the building up to inside the flat/shop and laying of connecting cable network in whole premises/complex connecting various buildings/towers from the BSNL telecom Network point (BSNL control room).
- d. To provide an interconnectivity at the Network operation center (NOC) buildup by the builder/RWA/Telecom infrastructure provider.
- e. To provide the maintenance support to OFC laid/build by the builder/RWA/infrastructure provider.
- f. To provide the maintenance support to telecom equipment supplied/installed by the builder/RWA/infrastructure provider.
- g. Builders/RWA/TIPs shall be responsible for supply, deploy, own, operate and maintain the OLTs, ONTs.
- h. Builders/RWA/TIPs shall be responsible for supply, deploy, own, operate and maintain the entire telecom network infrastructure beyond OLTs up to customer premises.
- i. Space, power and air-conditioning shall also be arranged by Builders/RWA/TIPs for installation of OLTs.
- j. The compatible ONTs shall be supplied by Builders/RWA/TIPs to the customer directly.
- k. Cost towards this shall not be considered for revenue sharing purpose. Any further post sale obligation in respect of OLTs & ONTs shall rest with Builders/RWA/TIPs and not with BSNL.

I. EMS:

- i. Builders/RWA/TIPs shall provide, install and operate only those OLTs for which EMS has been installed by the OEM.
 - ii. EMS shall be tested during the integration with BSNL network. EMS shall manage both OLT and ONTs. The interconnection of a disaster recover EMS with main EMS and its manual switch over shall be tested during the testing.
 - iii. Further, open protocol shall be supplied as the North bound interface along with suitable network interface and software in the EMS.
 - iv. The format for the reporting from EMS shall be finalized by BSNL.
9. **Case-V:** Case V is for maintenance of FTTH connections provisioned by through BSNL owned OLTs, access network fiber and ONT, The revenue share to partner for maintenance of already provisioned connections by BSNL shall be up to Max 10%.

i. Responsibilities of Builder/RWA/Telecom Infrastructure provider/Franchisee/Retailer/DSA:

- a. To attend all types of faults in customer Access fiber network such as fiber break, power loss, splitter issues etc.
- b. To attend all types of ONT fault and supply of new ONT in case of fault and its configuration at customer end.


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- c. To attend the customer end wiring and rewiring if required.
- d. To clear fault dockets in the IT system after clearing of the faults.
- e. To maintain the of FTTH connections and beyond OLTE up to the customer end in 24*7 basis.
- f. All stores related to the maintenance of FTTH network beyond OLTE up to the customer end including fiber, connectors, splitters, ONT etc. shall be supplied by the successful bidder.
- g. Storing packing and transportation of material shall be done by the bidder.
- h. Packing and freight charges if any for taking out and return of BSNL provided items like ONT and associated accessories etc. shall be borne by the bidder.
- i. Material used/provided by outsourced agency for maintenance shall become the property of BSNL.
- j. In case of customer owned ONT is fault then the bidder shall either supply ONT approve by BSNL to the customer on commercial rate discussed with BSNL/ask the customer to purchase a compatible ONT directly.
- k. All the operational parameters (SLA) assigned by BSNL HQ has to be achieved and penalty has to be imposed as per instructions received from BSNL HQ.

S. No.	FTTH Operational Parameter	Target
1.	Fault rate (in %)	≤ 02
2.	Fault clearance within 24 Hrs (in %)	≥ 80
3.	Repeat fault rate (in %)	≤ 05
4.	Provisioning within 3 days (in %)	≥ 80
5.	MTTR (in Hrs)	≤ 8

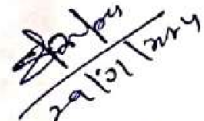
- ii. Further the SSA head will quarterly review the maintenance model to ensure that the FTTH partner retains the number of FTTH customers handed over at the time of agreement. and the number of FTTH customers do not migrate/reduce at abnormal rate. to other partners or to same partner under different case model.
10. There shall be no other payment other than the revenue share to be paid to the Builder/RWA/Telecom infrastructure provider/Franchisee/Retailer/DSA. All cost incurred on account of point no 4, 5, 6, 7,8 and 9 is part of revenue share agreement and shall not be charged extra from BSNL. by Builder/RWA/Telecom Infrastructure Provider/Franchisee/Retailer/DSA

11. Provision Of Lease Line:

FTTH Partner can provide lease line under case IV Model. (need not be mandatorily case IV, can be II/IIA, III, IIIA also as last mile fiber is most important) The partner will have to provide the local lead on fiber/radio modem/mini link, if the customer premise falls within 500 meter of OLT location.

12. Bill issue & collection:

- i. BSNL shall be solely responsible for all commercial functions of bill issue and its collection for the telecom services provided to customers under this agreement. The services shall be billed as part of telecom services provided by BSNL. The bills will be raised and collected by BSNL from the subscribers.


D.G.M (OA)
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- ii. Builder/RWA/Telecom Infrastructure provider/Franchisee/Retailer/DSA shall not charge any money from the customers. No additional services other than those contained within the scope of this agreement shall be provided to the customers of BSNL either free or for a cost without the written approval of BSNL.
- iii. All deposits levied, including security deposits collected on account of CPE /STB/ONT provided by BSNL/registration amounts as decided by BSNL, shall be billed and collected by BSNL and no revenue share shall be payable to Builder/RWA/Telecom Infrastructure provider/Franchisee/Retailer/DSA from such receipts.
- iv. The terms and conditions of payments by customers shall be governed by BSNL's rules from time to time. The disconnection and resolution practice from payment defaulters shall be enforced.

13. Fixed monthly revenue share details for providing lease circuit

1. The revenue share to the TIPs will be processed by SDE/JTO LL on monthly basis. Following per month Revenue Share is fixed by BSNL CO to FTTH partner for providing leased line under case IIA/IIIA/IVA/V. The partner will have to provide local lead on Fiber/radio Modem/ Minilinks.

S.N	LC Bandwidth	Fixed Monthly Revenue Share for LC upto 500 Mtr distance. (Rates in Rs.)		Monthly Revenue Share for LC of more than 500Mtr distance. (N= total local lead length in meters from BSNL pick up point to customer end, I=incremental length beyond 500 meters in Mtrs. (Rates in Rs)	
		Case-IIA/IIIA/IVA	Case-V	Case-IIA/IIIA/IVA	Case-V
A	B	C	D	$F = (C + 0.69 * I)$	$G = (D / 500) * N$
1	Up to 50 Mbps	600/-	300	$600 + 0.69I$	$0.6 * N$
2	51 Mbps to 100 Mbps	1000/-	300	$1000 + 0.69I$	$0.6 * N$
3	101 Mbps to 499 Mbps	2000/-	300	$2000 + 0.69I * 1$	$0.6 * N$
4	500 Mbps to 999 Mbps	3000/-	300	$3000 + 0.69I * 1$	$0.6 * N$
5	1Gbps and above	4000/-	300	$4000 + 0.69I * 1$	$0.6 * N$

2. Case - IIA/IIIA/IVA: Distance measured through OTDR for a LC of BV 10 mbps is 540 mtrs, the monthly payable amount to FTTH channel partner shall be Rs. 627/- $(600 + 0.69 * 40)$; here $I = 40$) similarly for 457 mtr, the payable amount shall be Rs. 600/-.
3. Case - V: For distance 480 Mtr the payable amount shall be Rs. 300/- and 540 meter distance the amount payable shall be Rs. 324/- $(0.6 * 540)$.
4. The revenue share for case-V model shall also include the cost of replacement of any aerial OFC becoming faulty/damage/ONT due to any reason if any.
5. The monthly revenue share mentioned includes charges for repair and maintenance of ONT/MEDIA CONVERTER supplied to EB customers. FTTH Channel partner shall be responsible for repair & maintenance of ONT/MEDIA CONVERTER at customer premises. Repair & maintenance shall include repair/replacement of AC adopter and repair of ONT/MEDIA CONVERTER. However, ONT/MEDIA CONVERTER shall be replaced by TIP in case of burnt and repair not possible (RNP) cases.
6. FTTH Channel partner shall be encouraged to provide the LC through the BSNL OLT. In case of LC non-feasible on BSNL OLT, Network Manageability of LC has to be ensured by field officer through NOC BBNW, by ensuring partner's OLT access through EMS or NMS before allowing the LC provisioning


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- through FTTH Channel Partner OLT. It shall also be ensured that make of ONT and OLT is same for LC provisioned through FTTH Channel Partner OLT for the ONT visibility through EMS/NMS.
7. LC cases of distance beyond 500 mtr from BSNL OFC pick up point to ONT/MEDIA CONVERTER/CPE in customer premises shall be verified by the BSNL field officers for allowing the additional revenue to FTTH channel partner. In case LC is provisioned through FTTH Channel partner OLT, LC cases of distance beyond 500 mtr distance from BSNL OFC pick up point to ONT/MEDIA CONVERTER/CPE in customer premises would be verified by the BSNL field officers for calculating the additional revenue to FTTH channel partner. The distance shall be measured by OTDR from BSNL OFC pickup point to ONT in customer premises.
8. These rates given in table shall also be applicable for provisioning and maintenance of the all types of Lease circuits (includes LC using MPLS/ILL/P2P), VPNo FTTH, SIP Trunking and ISDN PRI by FTTH Channel partner.

9. SLA for last mile for LC/VPN No FTTH/SIP Trunking/ISDN PRI provisioned and maintained by FTTH Channel Partners:

- 9.1 Fault in ONT and OH/in building OFC laid/maintained by FTTH Channel partner shall be attended within 4 hrs in urban areas.
- 9.2 Fault in ONT and OH/in building OFC laid/maintained by FTTH Channel partner shall be attended within 6 hrs in urban areas.
- 9.3 Fault reported after 17:00 hrs shall be attended next day, and SLA time will be counted from 9:00 hrs.
- 9.4 Penalty for not meeting SLA conditions: A per hour Penalty @ 1% of monthly revenue share to FTTH Channel partner shall be levied, subject to maximum of 15% of monthly revenue share to FTTH Channel partner. SSA shall calculate penalty for not meeting SLA per LC basis. Decision of BA head shall be final & binding on the FTTH Channel Partner. ITPC shall implement penalty calculation in CDR/FMS.
- 9.5. If FTTH Channel partner fails to achieve SLA conditions & reaches penalty ceiling of 15% for three consecutive months reaches, then BA head shall review provisioning/maintenances of the concerned LC by FTTH Channel Partner and shall take necessary action as deemed fit in consultation with EB unit of SSA/Circle, considering resultant penalties to be paid by BSNL to EB customers for not meeting SLA conditions with EB customer.
- 9.6. All the operational parameters (SLA) assigned by BSNL HQ has to be achieved and penalty has to be imposed as per instructions received from BSNL HQ.

S. No.	FTTH Operational Parameter	Target
1.	Fault rate (in %)	≤ 02
2.	Fault clearance within 24 Hrs (in %)	≥ 80
3.	Repeat fault rate (in %)	≤ 05
4.	Provisioning within 3 days (in %)	≥ 80
5.	MTTR (in Hrs)	≤ 8

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14 Revenue Share:

i. Revenue sharing shall be as given below:

Business Model	Case- II		Case-IIA		Case-III	
	OFC infrastructure available (laid by builder or RWA), but not yet put in use.		OFC infrastructure available (laid by builder or RWA), but not yet put in use. (laying and maintenance of overhead OFC back haul from nearest BSNL pick up point in addition to existing responsibilities of Case-II on part of FTTH Partner.)		Full telecom infrastructure available and services already offered by different TSPs (its M/s Radius like situation)	
	BSNL	Builder/RWA/Telecom Infrastructure provider/Franchisee/ Retailer/DSA	BSNL	Builder/RWA/Telecom Infrastructure provider/Franchisee/Retailer/ DSA	BSNL	Builder/RWA/Telecom Infrastructure provider/Franchisee/Retailer /DSA
Revenue Share Ratio	NA	To be negotiated by SSA upto Maximum 20% only	NA	To be negotiated by SSA upto Maximum 25% only	NA	To be negotiated by SSA upto Maximum 25% only

Case-III A		Case-IVA		Case-V	
Full telecom infrastructure available and services already offered by different TSPs (its M/s Radius like situation) (laying and maintenance of overhead OFC back haul from nearest BSNL pick up point in addition to existing responsibilities of Case-III on part of FTTH Partner.)		Builders/RWA/TIPs/Franchisees/Retailer s/DSA shall be responsible for supply, deploy, own, operate and maintain the backhaul, the OLTs & ONTs and Full telecom infrastructure available (laid by builder or RWA or telecom infrastructure provider & OLTs and beyond OLTs up to customer premises).		Builders/RWA/TIPs/Franchisees/Retailers/DSAs shall be responsible for maintenance of FTTH connections provisioned by through BSNL owned OLTs, access network fiber and ONT	
BSNL	Builder/RWA/Telecom Infrastructure provider/Franchisee/Retailer/ DSA	BSNL	Builder/RWA/Telecom Infrastructure provider/Franchisee/Retailer/ DSA	BSNL	Builder RWA/Telecom Infrastructure provider/Franchisee/Retailer/ DSA
NA	To be negotiated by SSA upto Maximum 30 % only	50%	To be negotiated by SSA upto Maximum 50 % only	NA	To be negotiated by SSA upto Maximum 10% only

- ii. All commercial works (CAF etc) shall be undertaken by BSNL and all customers shall be BSNL customers.
- iii. Fixed one time marketing charges of Rs.nil shall be given as an entry fee (optional as decided by the CGM) and acquisition charges of Rs.nil shall be given on per customer basis (optional as decided by the CGM) for the cases where the customer is acquired by the builder/RWA/Telecom Infrastructure Provider (TIP) /Franchisee/Retailer/DSA for BSNL.
- iv. BSNL shall collect dues payable to it by the individual residents/commercial complex occupants of "Projects in the Annexure" directly from such subscribers/residents. Builder/RWA/Telecom Infrastructure provider/Franchisee/Retailer/DSA shall not in any way be liable or responsible for the nonpayment or delayed payment of the dues to BSNL GMTD by the individual subscribers residing in "Projects in annexure". Any charges are to be borne by the individual customers and Builder/RWA/Telecom Infrastructure provider/Franchisee/Retailer/DSA is not liable.

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15 General Conditions:

- i. This agreement is applicable for all kinds of telecom services (fixed, wireless, broadband etc.) being offered presently and in future also.
- ii. This agreement is a confidential document. Builder/RWA/Telecom Infrastructure provider/Franchisee/Retailer/DSA shall not divulge any part of the agreement either through oral or written communication or through any other mode to any third party.
- iii. This agreement shall not be amended or modified or altered or changed in any way except in writing and duly executed by the authorized representatives of each party.
- iv. **Period of agreement:** This agreement shall be valid for the period of 05 years from the date of signing and is renewable thereafter on similar/mutually agreed terms and conditions and further Builder/RWA/Telecom Infrastructure provider/Franchisee/Retailer/DSA will abide in respect of any modifications in clauses related to agreement from time to time as per BSNL Corporate Office/Circle office U.P East instructions.
- v. **Termination of the agreement:** The agreement shall be terminated by giving a one month's notice to the FTTH Partner:
 - i. Failure to commission the equipment and /or execution of the work at all by the FTTH Partner within 3 months from signing of agreement.
 - ii. Failure to perform any other obligation (s) under the contract; and
 - iii. Equipment does not perform satisfactory in the field in accordance with the specifications.
 - iv. Failure to meet the SLAs parameters continuously for 3 months.
 - v. The agreement may also be terminated by mutual, written consent of the both parties by giving 3 months' notice. On termination of agreement the customers shall continue to use the Telecom Services of BSNL, through commissioned equipment under the contract.
- vi. **Severability:**

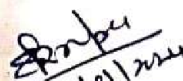
TRAI/DoT declare any part of this agreement unenforceable through direction/order/regulation or if terms of license of BSNL are changed through any amendment or order of the Government, the parties will cooperate and take all appropriate steps to amend, modify or alter this agreement.
- vii. This agreement shall be binding upon all respective successors of the parties.
- viii. That Builder/RWA/TIP/Franchisee/Retailer/DSA shall provide non-disclosure undertaking.
- ix. **Sub-Contract:**

Builder/RWA/TIP/Franchisee/Retailer/DSA shall notify BSNL in writing of all subcontracts awarded under these contacts if not already specified during signing of the agreement. Such notification shall not relieve the Builder/RWA/TIP/DSA from any liability or obligation under contract.

16 Compliance of laws:

BSNL and Builder/RWA /Telecom Infrastructure provider/Franchisee/Retailer/DSA shall perform their duties in strict compliance with all applicable laws in India along with rules and regulations of the duly constituted Govt. authorities in India and shall obtain all licenses, restrictions or other approval, if any, required by laws in India in connection with the services to be rendered hereunder.

Further, service provided to the customers shall be subject to Indian Telegraph Act 1885, TRAI directions and tariff circulars issued by BSNL Corporate Office.


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17 Indemnification:

Builder/RWA/Telecom Infrastructure provider/Franchisee/Retailer/DSA agrees to protect, defend, indemnify and hold harmless BSNL and its employees, officers, directors, agents or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:

- (a) Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, telecommunications operator or regulator applicable to such party: "or"
- (b) Any breach of the terms and conditions in this agreement by Builder/RWA/Telecom Infrastructure provider/Franchisee/Retailer/DSA.

18 Relationship:

Each party understands that it is an independently owned business entity and this agreement does not make it, its employees, associates or agents as employees, agents or legal representatives of the other party for any purpose whatsoever. Neither party has express or implied right or authority to assume or to undertake any obligation in respect of or on behalf of or in the name of the other party or to bind the other party in any manner. In case, any party, its employees, associates or agents hold out as employees, agents, or legal representatives of the other party, the former party shall forthwith upon demand make good any/all loss, cost, damage including consequential loss, suffered by the other party on this account.

19 CONFIDENTIALITY AND NON-DISCLOSURE:

- i. All details, documents, data, applications, software, systems, papers, statements, business/customer information and BSNL's practices and trade secrets (hereinafter referred to as "Confidential Information") which may be communicated to the Builder/RWA/TIP /Franchisee/Retailer/DSA and/or its employees shall be treated as absolutely confidential and the Builder/RWA /TIP /Franchisee/Retailer/DSA irrevocably agrees and undertakes and ensures that the Builder/RWA /TIP /Franchisee/Retailer/DSA and all its employees shall keep the same secret and confidential and not disclose the same, in whole or in the part of any person without the prior written permission of BSNL not shall use or allow to be used any information than as may be necessary for the due performance of the Builder/RWA /TIP /Franchisee/Retailer/DSA's obligation hereunder. The Builder/RWA /TIP /Franchisee/Retailer/DSA hereby specifically agrees to indemnify and keep BSNL indemnified safe and harmless at all times against all or any consequences arising out of any breach of this undertaking by the Builder/RWA /TIP /Franchisee/Retailer/DSA and/or its employees and shall immediately, reimburse and pay to BSNL on demand all damages, theft, loss, cost, expenses or any changes that BSNL may suffer, incur or pay in connection therewith.
- ii. Take all necessary action to protect the confidential information against misuse, loss, destruction, deletion and/or alteration.
- iii. Not to misuse or permit misuse directly or indirectly, commercially exploit the confidential information for economic or other benefit.
- iv. Not to make or retain any copies or record of any confidential information submitted by BSNL other than as may be required for the performance of the Builder/RWA /TIP /Franchisee/Retailer/DSA's obligation under this agreement.
- v. Notify BSNL promptly of any unauthorized or improper use or disclosure of the information.
- vi. Return all the information, which is in the custody of the Builder/RWA /TIP /Franchisee/Retailer/DSA at the end of the specific assignment.
- vii. The Builder/RWA /TIP /Franchisee/Retailer/DSA hereby unconditionally agrees and undertakes that it shall not and that its personnel shall not disclose or publish the terms and conditions of this agreement or disclose the information submitted by BSNL under this agreement to any third party unless such disclosure is required by


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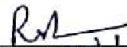

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20 ARBITRATION

1. In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the- (SSA Head) or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the GMBA GZB (SSA Head) or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the GMBA GZB (SSA Head) or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the GMBA GZB (SSA Head) or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996. There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the GMBA GZB (SSA Head) or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.
2. The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
3. The venue of the arbitration proceeding shall be the office of the GMBA GZB (SSA Head) or such other places as the arbitrator may decide.
4. If any clarification/addendum/modification in respect of this agreement is received from BSNL Corporate office New Delhi or BSNL Circle office of Uttar Pradesh (East) that will be binding on both parties.

IN WITNESS WHEREOF the Parties here so have caused this agreement to be duly executed on the date above written.

For BSNL


29/1/24.


29/01/2024

Witness

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For "Builder/RWA /TIP /Franchisee/Retailer/DSA"

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Witness


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M.OHD. PARV8Z
25/1/2024
Protect Grand City
S/Vihar, GZB
981048 7056



INDIA NON JUDICIAL

Government of Uttar Pradesh

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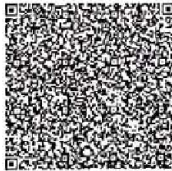
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signature
ACC Name : Chandra Prakash
Mobile-8700977028

ACC Code. UP14018804

Add:- Sec15, Gulmohar Complex Noida
License No.-210/2022 & Dist.-G.B. Nagar

Certificate No. : IN-UP46965780788050W
 Certificate Issued Date : 29-Jan-2024 12:01 PM
 Account Reference : NEWIMPACC (SV)/ up14018804/ GAUTAMBUDDH NAGAR 1/ UP-GBN
 Unique Doc. Reference : SUBIN-UPUP1401880490053605386674W
 Purchased by : BHARAT SANCHAR NIGAM LTD
 Description of Document : Article 5 Agreement or Memorandum of an agreement
 Property Description : Not Applicable
 Consideration Price (Rs.) :
 First Party : BHARAT SANCHAR NIGAM LTD
 Second Party : SAR TELEVENTURE LIMITED
 Stamp Duty Paid By : BHARAT SANCHAR NIGAM LTD
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



₹100

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Please write or type below this line

AGREEMENT

No:-GMBA/GZB/EB/TIP/Rural/Dated:- 28

THIS Agreement entered into on this 29 January Day 2024 by and between:

BHARAT SANCHAR NIGAM LIMITED (hereinafter referred to as "BSNL"), a company incorporated under the Companies Act 1956, having its Registered Office and Corporate Office at Bharat Sanchar Bhawan, Janpath, New Delhi-110001, represented by Sh. Kripa Shankar Singh DGM(OA) O/o GMBA GZB UP West Telecom Circle, Pin-201002

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Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

AND

- M/s SAR Televenture Limited (hereinafter referred to as "TIP" a Proprietorship Firm having its Registered Office at Second Floor, Plot No. 346A, Udyog Vihar Phase-IV Gurgaon, Gurugram, Haryana-122001 represented by Sh. Rahul Sahdev (Authorize Signatory).

WHEREAS BSNL in in the business of providing Basic Telephony Services, Cellular Mobile Telephony Services (CMTS), Internet & broadband services and National Long Distance Services (NLDS) in its licensed areas of operation in the geographical territory of India.

AND the BSNL Partners on "BharatNet Assets" is having a objective of developing, promoting and selling BSNL FTTH services using Bharat Net assets in Rural Areas as per the guidelines issued vide BSNL CO, New Delhi letter no. BSNLCO-NPBB/11 (13)/2/2020-NWP-BB-BSNL_CO dated: 27.04.2022

Whereas BSNL GMBA GHAZIABAD has approached M/s SAR Televenture Limited work offering to provide the BSNL's Fiber-to-the-Home (FTTH) telecom services to the residents of Rural area under GMBA GHAZIABAD.

AND WHEREAS M/s SAR Televenture Limited TIP/BSNL Partner in the intention that the residents of rural area (All blocks of District-Ghaziabad) under OA-Ghaziabad utilize the offer of BSNL on the terms and conditions contained herein under:-

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In consideration of the due observance and performance of all the terms & conditions of this agreement, the BSNL and Builder / RWA / Telecom Infrastructure Provider agree to sign this agreement on non exclusive and revenue sharing basis to provide the BSNL telecom services.
2. Builder / RWA / Telecom Infrastructure Provider agree that the infrastructure provided by BSNL GM BA will be utilized for exclusively for BSNL services only.
3. Builder / RWA / Telecom Infrastructure Provider shall ensure the execution of services as per this agreement and continuance of the same by the future association / any other outside agency who may continue to maintain the telecom and other services in the residential complex / commercial complex for the entire agreement period.
4. **Case-III B Bharat Net Rural:** Full telecom infrastructure available (laid by Builder or RWA or Telecom Infrastructure Provider) and is in use in the "Projects in Annexure" : **Applicable**
 - 4.1 BSNL responsibilities:

- a) To build / extend the OFC Network up to residential / commercial complex, at one point (BSNL control room), within the complex.
- b) To build / extend the OFC Network inside the residential / commercial complex and interconnection of building through OFC within premises.


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- c) To build / extend the BSNL Telecom Network
- d) To do the installation of BSNL telecom equipments.
- e) To provide the maintenance support to BSNL telecom equipments including OFC laid / build by BSNL.

4.2 Builder / RWA/ Builder / RWA / Telecom Infrastructure Provider's responsibilities:

The partner shall be

- a) To build / extend the OFC Network inside the residential / commercial complex and interconnection of building through OFC within premises.
- b) To do the wiring of cable inside the building up to inside the flat / shop and laying of connecting cable Network in whole premises / complex connecting various buildings / towers from the BSNL Telecom Network point (BSNL control room).
- c) To provide a interconnectivity at the Network operation center (NOC) buildup by the Builder / RWA / Telecom Infrastructure Provider
- d) To provide the maintenance support to OFC laid / build by the Builder / RWA / Telecom Infrastructure Provider.
- e) To provide the maintenance support to telecom equipment supplied / installed by the Builder / RWA / Telecom Infrastructure Provider.
- f) To provide the space / room to BSNL on rent, for setting up of control room inside the residential / commercial complex for housing the essential telecom equipment of BSNL with provisions of Air-conditioning and electricity availability.
- g) To provide the maintenance support of space / room given on rent.
- h) Laying and maintenance of overhead OFC backhaul from nearest BSNL pick up point.

5. Case-IVB Bharat Net Rural:- Full telecom infrastructure available (laid by Builder or RWA or Telecom Infrastructure Provider) and responsible to supply, deploy, own, Operate & Maintain the OLTs, ONTs and all the Telecom Network Infrastructure (OLTs and beyond OLTs up to customer premises)- **Applicable**

5.1 Responsibilities of BSNL

- a. BSNL shall provide and maintain Backhaul Bandwidth connectivity up to BSNL nearest pick up point of OLTE location, subject to techno commercial viability.

5.2 Responsibilities of Builder / RWA/TIP

- a. To build / extend the OFC network inside the residential / commercial complex and interconnection of building through OFC within premises.
- b. To do the wiring of cable inside the building up to inside the flat / shop and laying of connecting cable network in whole premises / complex connecting various buildings / towers from the BSNL telecom Network point (BSNL control room).

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- c. To provide a interconnectivity at the Network operation center (NOC) buildup by the builder / RWA / Telecom infrastructure provider.
 - d. To provide the maintenance support to OFC laid / build by the builder / RWA / infrastructure provider.
 - e. To provide the maintenance support to telecom equipment supplied / installed by the builder / RWA / infrastructure provider.
 - f. Builders/RWA/TIPs shall be responsible for supply, deploy, own, operate and maintain the OLTs, ONTs.
 - g. Builders/RWA/TIPs shall be responsible for supply, deploy, own, operate and maintain the entire telecom network infrastructure beyond OLTs up to customer premises.
 - h. Space, power and air-conditioning shall also be arranged by Builders/RWA/TIPs for installation of OLTs.
 - i. The compatible ONTs shall be supplied by Builders/RWA/TIPs to the customer directly.
 - j. Cost towards this shall not be considered for revenue sharing purpose. Any further post sale obligation in respect of OLTs & ONTs shall rest with Builders/RWA/TIPs and not with BSNL
 - k. Laying and maintenance of overhead OFC back haul from BSNL Nearest pick up point to OLTE location.
6. There shall be no other payment other than the revenue share to be paid to the Builder / RWA / Telecom infrastructure provider. All cost incurred on account of point no 4, 5, 6 & 7 is part of revenue share agreement/obligation and shall not be charged extra from BSNL by Builder / RWA / Telecom Infrastructure Provider.
7. **Bill issue & collection:**
- 7.1 BSNL shall be solely responsible for all commercial functions of bill issue and its collection for the telecom services provided to customers under this agreement. The services shall be billed as part of telecom services provided by BSNL. The bills will be raised and collected by BSNL from the subscribers.
- 7.2 Builder / RWA / Telecom Infrastructure Provider shall not charge any money from the customers. No additional services other than those contained within the scope of this agreement shall be provided to the customers of BSNL either free or for a cost without the written approval of BSNL.
- 7.3 All deposits levied, including security deposits collected on account of CPE /STB /ONT provided by BSNL / registration amounts as decided by BSNL, shall be billed and collected by BSNL and no revenue share shall be payable to Builder / RWA / Telecom Infrastructure Provider from such receipts.
- 7.4 The terms and conditions of payments by customers shall be governed by BSNL's rules from time to time. The disconnection and resolution practice from payment defaulters shall be enforced.
8. **Revenue share payment process:**
- 8.1 Revenue sharing shall be from overall realized revenue (i.e. including Rental/FMC &

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Usage charges).

- 8.2 The payment of revenue share to the Builder / RWA / Telecom Infrastructure Provider will be made by BSNL by 28th of the following month in which the revenue is realized.
- 8.3 The payment of revenue share shall be made to the Builder / RWA / Telecom Infrastructure Provider after the deduction of applicable statutory levies which includes license fees payable by BSNL and / or taxes applicable from time to time, from the revenues accrued on account of provision of telecom services under the agreement. All such taxes / levies shall be a pass-through item and shall be billed to and collected from the customers and paid to the respective statutory bodies by BSNL, except such cases where liabilities arise on account of claims raised by concerned authorities in a post-facto manner, wherein such liability shall be shared in the same ratio as the revenue share for the respective services.
- 8.4 Any discrepancy found would be mutually discussed and resolved. Balance of payments arising due to any reason shall be adjusted in future payments by BSNL

9. Revenue Share: Rate of revenue share with TIP/BSNL Partners on BharatNet Assets:

9.1 Detail and Revenue sharing for voice & broadband services for Case IIIB:

New Case Model	Revenue Share % (BSNL : Partner)	Free of Cost BSNL facility to partner as incentive for encouraging partner to provide service in rural areas/rural exchange sites		The partner shall be responsible to arrange, provide, maintain and install the required network equipment, accessories and items for providing the service to new FTTH customers:		
		Spare dark fiber to Partner up to	Space and other facility for housing partner equipment in BSNL premises at GP location	OLT	Splitter	Fiber and its distribution to each customer premises
CASE-IIIB Bharat Net Rural	70:30	Partner Splitter at rural site/ exchange/ Block HQ/ OLT premises/ BSNL exchange or BTS sites	As BSNL does not have any premises in the GP, hence not applicable. However if BSNL exchange or BTS premises in the GP is utilized, no change for infra or electricity are to be levied.	N/A	YES	YES

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9.2 Detail and Revenue sharing for voice & broadband services for Case IVB:

New Case Model	Revenue Share % (BSNL : Partner)	Free of Cost BSNL facility to partner as Incentive for encouraging partner to provide service in rural areas/rural exchange sites		The partner shall be responsible to arrange, provide, maintain and install the required network equipment, accessories and items for providing the service to new FTTH customers:		
		Spare dark fiber to Partner up to	Space and other facility for housing partner equipment in BSNL premises at GP location	OLT	Splitter	Fiber and its distribution to each customer premises
Case-IV-B Bharat Net Rural	50:50	Partner OLT (Cascaded OLT)/ Block HQ/ OLT premises/ BSNL exchange or BTS sites or nearest PoP.	As BSNL does not have any premises in the GP, hence not applicable. Partner to install the OLT in GP by making its own arrangements. However if BSNL exchange or BTS premises in the GP is utilized, no change for infra or electricity are to be levied.	YES	YES	YES

Note: The TIP revenue share shall be made applicable on the overall realized revenue (i.e. bill paid and including rental/FMC & usage).

9.3 All commercial works (CAF etc) shall be undertaken by BSNL and all customers shall be BSNL customers.

9.4 BSNL shall collect dues payable to it by the individual residents / commercial complex occupants of "Projects in the Annexure" directly from such subscribers / residents. "Builder / RWA / Telecom Infrastructure Provider" shall not in any way be liable or responsible for the nonpayment or delayed payment of the dues to GM BA BSNL by the individual subscribers residing in "Projects in annexure". Any charges are to be borne by the individual customers and "Builder / RWA / Telecom Infrastructure Provider" is not liable.

10. General Conditions:

10.1 This agreement is applicable for providing FTTH telecom services only and being offered only for the "Areas/In SDCA and Block of Distt. Ghaziabad" of Ghaziabad-OA as of now, however in future, more sites/projects/areas of Ghaziabad-OA could be included in the scope of this agreement that will be mutually decided and agreed-upon between parties with due approval from the competent authority of Ghaziabad-OA

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 Bharat Sanchar Nigam Limited
 Ghaziabad

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10.2 This agreement is a confidential document. The Telecom infrastructure provided shall not divulge any part of the agreement either through oral or written communication or through any other mode to any third party.

10.3 This agreement shall not be amended or modified or altered or changed in any way except in writing and duly executed by the authorized representatives of each party.

10.4 Service Provisioning Timelines:

- a) Within 3 days : 60 % cases.
- b) Within 7 days : 100 % cases.

10.5 Fault Clearance Timelines:

- a) Same Day : 60 % cases.
- b) Within 3 days : 100 % cases.

10.6 Marketing/Promotional Activities:

In addition to BSNL's efforts, being a revenue partner FTTH TIP will make all-out-efforts to promote/popularize these services in the areas by creating and mobilizing their own marketing channels which among others may include door-to-door canvassing and distributing pamphlets/installing banners in this regard at popular areas/landmarks or any other suitable marketing activity so that maximum customers could be provided with BSNL services. However, BSNL will also provide suitable instructions in respect of carrying out various marketing activities that should be in accordance with the latest directions received from higher offices time-to-time including the guidelines from TRAI/DoT.

10.7 Penalty Provisions:

a. **Non-adherence to service provisioning Timelines:** If TIP fails to provision the connections in accordance with the timelines as specified at Sr. No. 10.4, a penalty of 5 % of the monthly rental of the plan availed by customer will be made per day calculated for the no. of days over and above the specified timelines with maximum penalty amount equivalent of one month rental of the plan opted by customer.

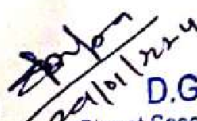
b. **Non-adherence to Fault Clearance Timelines:** If TIP fails to provision the connections in accordance with the timelines as specified at Sr. No. 10.5, a penalty of 5 % of the monthly rental of the plan availed by customer will be made per day calculated for the no. of days over and above the specified timelines with maximum penalty amount equivalent of one month rental of the plan opted by customer.

If penalty raised by BSNL the amount will be deducted from the bill or TIP has to deposit the amount within 15 days and intimate the receiving to DGM(OP) O/o GMBA Ghaziabad

10.8 Period of agreement: This Agreement shall be valid for the period of 05 (Five) years from the date of signing and is renewable thereafter on similar/mutually agreed terms and conditions.

10.9 Termination of the agreement: The agreement shall be terminated by giving a one months' notice to the FTTH Partner.

- Failure to commission the equipment and / or execution of the work at all by the FTTH Partner within 3 months from signing of agreement.
- Failure to perform any other obligation(s) under the Contract; and
- Equipment does not perform satisfactory in the field in accordance with the specifications.


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- Failure to meet the SLAs parameters continuously for 3 months.
- The agreement may also be terminated by mutual, written consent of both parties by giving 3 months' notice. On termination of agreement the customer shall continue to use the Telecom services of BSNL, through commissioned equipment under the contract.

10.10 Severability- If TRAI / DoT declare any part of this agreement unenforceable through direction / order / regulation or if terms of license of BSNL are changed through any amendment or order of the Government, the parties will cooperate and take all appropriate steps to amend, modify or alter this agreement.

10.11 This agreement shall be binding upon all respective successors of the parties.

10.12 Any instructions/letters issued from BSNL CO, New Delhi will be followed by the both the parties (i.e. TIP & BSNL Ghaziabad).

11. Compliance of laws: BSNL and Builder / RWA / Telecom Infrastructure Provider shall perform their duties in strict compliance with all applicable laws in India along with rules and regulations of the duly constituted Govt. authorities in India and shall obtain all licenses, restrictions or other approval, if any, required by laws in India in connection with the services to be rendered hereunder.

Further, service provided to the customers shall be subject to Indian Telegraph Act 1885, TRAI directions and tariff circulars issued by BSNL Corporate Office.

12. Indemnification: Telecom Infrastructure provider agrees to protect, defend, indemnify and hold harmless BSNL and its employees, officers, directors, agents or representatives from and against any and all liabilities, damages, fines, penalties and costs (including legal costs and disbursements) arising from or relating to:

- (a) Any breach of any statute, regulation, direction, orders or standards from any governmental body, agency, telecommunications operator or regulator applicable to such party; "or"
- (b) Any breach of the terms and conditions in this agreement by the Telecom Infrastructure provider.

13. Relationship: Each party understands that it is an independently owned business entity and this agreement does not make it, its employees, associates or agents as employees, agents or legal representatives of the other party for any purpose whatsoever. Neither party has express or implied right or authority to assume or to undertake any obligation in respect of or on behalf of or in the name of the other party or to bind the other party in any manner. In case, any party, its employees, associates or agents hold out as employees, agents, or legal representatives of other party, the former party shall forthwith upon demand make good any / all loss, cost, damage including consequential loss, suffered by the other party on this account.

14. ARBITRATION

14.1 In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole

[Signature]
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arbitration of the CGMT UP West Circle Meerut or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the CGMT UP West Circle, BSNL or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if the CGMT or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by the CGMT or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996 and its subsequent amendments. There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the CGMT UP West Circle or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

14.2 The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

14.3 The venue of the arbitration proceeding shall be the office of the CGMT UP West Circle or such other places as the arbitrator may decide.

For BSNL _____

Witness

RN
29/1/24.

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For TIP _____

Witness

Chaudhary
(MOHD. PARVEZ)
CS/1902 Protech
Ghaziabad
S. Vihar, GZB
9810487951

24/01/24
24/01/24

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