

AGREEMENT FOR INSTALLATION OF MOBILE/TELECOM TOWER

Central Warehousing Corporation is created under Warehousing Corporations Act, 1962 with the objective to provide storage facilities for food grains and other notified commodities under the Act.

This agreement made at _____ on _____ day of _____ 2018 at.....between CWC through Regional Manager, hereinafter referred to as the CWC. (which expression shall include the successors and assignors) on the one part license and M/s. _____ herein after referred as to party (Which expression shall include it successors and assignors) on the other part as license.

AND WHEREAS the Party has requested CWC for providing open space at Central Warehouse, _____ for installation of mobile towers belonging to the party or its clients (letter of authorization to be enclosed) . In consideration of the party's request vide their letter dated -----CWC agrees to provide the open space of _____ Sq.mtrs. at Central Warehouse, _____ on the following mutually agreed terms and conditions:

Now it is hereby agreed by the parties hereto as follows:-

1. That in consideration of payment of license fee of Rs. _____ per month, CWC will allot space of -----sq. mt. to party for installation of Mobile/Telecom Tower at CW ----- . For subsequent year the license fee will escalate 6% over the previous years rates on compound basis. The GST as applicable shall be charged extra.
2. The bills for license fee should be raised monthly in advance. The payment shall be made by the party within seven days of the bill. In case of a delayed payment, the party agrees to pay an interest @ 15% per annum for the delayed period.
3. CWC hereby permit the said party for installation of Mobile/Telecom Tower at CW, _____ for the monetary transaction on the terms and conditions hereinafter contained and subject to the rules and regulation in force of Ministry of Telecommunication/ Municipal Corporation etc. and rules/ guidelines, laws and amendments issued from time to time.
4. For the purpose of this agreement, unless a contrary intention appears from the subject or context the term installation of Mobile/Telecom Tower will consist of ground accommodation measuring CWC reserves the right to alter the location and measurement of the said sites, if necessary without assigning any reason and no compensation will be granted to the party on this account. The party shall not use the said counter for any purpose other than the installation of Mobile/Telecom

Tower. He will further keep it neat and clean and tidy and shall not occupy the space beyond what is shown above.

5. The party shall, therefore, pay all rates/cesses/taxes and assessments whatever payable or hereafter becomes payable to the Govt. or Municipality in respect of the said installation of Mobile/Telecom Tower and shall be governed by the rule/law of land, in force, relating to installation of Mobile/Telecom Tower.
6. That the party shall not assign, transfer, mortgage, sublet the privilege conferred under this agreement.
7. The Party will take separate Electric supply & water connections from the concerned agencies and will directly pay their charges to the concerned agencies on regular basis accordingly. At the time of vacating of allotted location, the party shall have to submit the "No Dues Certificate" from concerned Electric & Water agencies to release the security deposit. The mobile operator company (party) shall bear the cost of the repair and maintenance, electricity and water charges. However, based on the request of the party, CWC would consider providing separate water, telephone and electricity connection wherever feasible. Cost of installation shall be borne by the Second Party. The payment for all the utilities will be made by the Second Party with intimation and necessary proof to CWC.
8. The company shall take all steps to control the radiations of mobile/Telecom towers and should also follow the norms & rules of Government of India as amended from time to time on this subject. Radiation must be less than the limit as prescribed by TERM, Ministry of Communication & Information Technology, Govt. of India.
9. The agency should install the Mobile Tower in such a way the radiation caused by the Mobile Tower is minimal and is not detrimental to the health of people in the surroundings.
10. If the information furnished by the party is found to be incorrect, this agreement is liable to be terminated without notice and Earnest Money and/or Security Deposit is liable to be forfeited.
11. CWC will review the functioning/performance of the party periodically and may terminate agreement based on non-performance and non-fulfillment/ breach of obligations agreed by the party after providing a fair opportunity to be heard. In case, CWC is not satisfied with the reply of the Company and/or the company does not rectify any breach within the time given by CWC then CWC may cancel the agreement.

12. The Party will in no case sub-let and/or transfer the whole or part of the agreement to any other person or firm.
13. The agreed license fee will be applicable only for one telecom service providing company. However, the company shall be allowed /permitted to share the telecom tower and relevant infrastructure installed by it at the allotted location with other service/network providers after prior approval. In case the same mobile tower is shared with more than one telecom/mobile/ ISPs Company by the mobile tower operator then additional 50% of the agreed rent/Storage charges shall be charged for each additional mobile/telecom/ISPs company on monthly basis. But the payment of all the mobile operators shall be charged from the operator who has installed the tower (party). The mobile tower operator shall submit a certificate on completion of the installation of the mobile tower that how many mobile/telecom/ISPs companies etc. are sharing the facility. The mobile tower operator shall also submit a certificate annually about the same.
14. The CWC shall conduct periodical inspections (preferable annually or as and when required) to know the status of sharing of the mobile tower by the different telecom/mobile ISPs companies. The mobile tower operator shall facilitate the Corporation in the said inspections.
15. In case the sharing of mobile tower not found in accordance (i.e. sharing higher telecom/mobile/ISPs etc. than the declared) with the declaration by the tower operator the Corporation shall impose the penalty equivalent to ten times of the existing monthly license fee charges.
16. CWC shall provide 24x7 access to the allotted location to the Company without any hindrance. CWC shall not permit the said allotted location or any part thereof being used for any other purpose except for installation of telecom tower to provide mobile service network and in default thereof shall be liable for cancel of allotment. Sharing of infrastructure without prior permission of CWC will be considered as a breach of agreement. If found so, CWC has the right to cancel the allotment of site and all deposited amounts of the site will be forfeited or impose penalty of equal amount of deposited Security Deposit.
17. The company shall make good any damage caused to the premises normal wear and tear being accepted. The decision of the RM, CWC on the question whether any damage is caused to the premises and what amount of compensation would make good such damaged shall be final and binding on the parties hereto.
18. Access control at the main gate of the warehouse to be manned by CWC and recording the movement of inward and outward of vehicle to be done by CWC, for

which the second party shall produce requisite document / information to the authorized representative of CWC at main gate.

19. The allotment of site will be cancelled immediately, if the Party found to be associated with any misdeeds, antisocial, antinational or undesirable activity inside & nearby the allotted site.
20. Expenditure on establishment of Mobile/Telecom Tower, Electricity shall be borne by the company. The company shall be responsible for any damage of buildings from fire, establish, structure for mobile/Telecom tower etc. and decision of Regional Manager in this regard will be final.
21. The party shall arrange/obtain all necessary clearances/formalities from all other concerned statutory authorities to establish the mobile/Telecom tower.
22. In case the party requires any additional area during the currency of the agreement, the same can be provided to party if available at the same/prevaling rates, terms & conditions.
23. That the land for installation of Mobile/Telecom Tower will be provided by CWC to party on "As is where basis is "on which the civil & electrical work etc. will be done by the party. No building or structure of any kind whatsoever shall be erected by the party without the permission in writing of the RM, CWC or any other officer duly authorized by him. The plan of the structure shall also be subject to the approval of the said officer and no construction shall be started without such approval in writing. Any building or structure erected by the party shall be treated as temporary structure.
24. That the party shall allow the CWC officials free access at all time, to the said land and shall whenever so requested by the CWC forthwith pull down or replace any structure which the CWC shall consider to be improperly situated.
25. It will be obligation on the part of the party to keep adequate fire fighting arrangements such as fire buckets filled, with water or sand and fire extinguishers at his own expense at the site.
26. That the party shall be governed by the rules, regulation , installation of mobile/Telecom tower policy and instructions of CWC which are in force or which may hereafter come in force governing the use of the said land. The party further undertakes to pay all the taxes levied by local body or civil body.

27. In case of public protest, any law & order situation due to installation of mobile tower, needs to shift tower due the order of Govt. body /CWC, the mobile tower shall be removed / shifted at no cost of CWC.
28. The mobile operator company shall obey the Labour Laws, local laws and telecom laws and shall absolve CWC for any kind of risks and disobedience etc.
29. That party had deposited Rs. _____ (three month rentals as amount of security deposit) by way of DD No. _____ dated _____ drawn on _____ bank as security deposit for the due observance of the terms and condition of this agreement. No interest shall be payable on the security deposit by the CWC.
30. CWC shall be entitled to recover any money due from the party under this agreement or otherwise for the said security deposit that party shall on demand forthwith make good the deficiency so as to keep the security deposit at the fixed amount. The security deposit will be refunded on satisfactory completion of the agreement period after taking into consideration that all CWC's dues are cleared.
31. In case of any accident/exigency, the tower operator company shall be solely liable for any kind of loss to the CWC premises/property or loss to any third party and shall absolve CWC from all kind of risks and cost.
32. The mobile tower operator company shall obtain the insurance if needed of the structure/erected on the space provided by the CWC. The mobile operator shall absolve the CWC from all the risks & cost etc.
33. After expiry of the agreement period, the party should immediately vacate the plot and hand over the possession to the CWC or apply for renewal of the agreement within 90 days from the date of expiry of agreement. In the failure on the part of party either to vacate the premises on the expiry of the agreement period or failure to apply for renewal of the agreement within 90 days of the expiry of the agreement, CWC shall be entitled to recover without prejudice to other right of the CWC under this agreement or the law for the time being in force, the rent/Storage charges at the rate of double the normal rent/Storage charges already agreed to for such period the plot remains in the possession of the party. CWC may invoke PP Act for the purpose of eviction & claiming damages etc.
 - (i) The arrangement can be terminated by either party by giving 3 months advance notice or charges in lieu thereof.
 - (ii) CWC can terminate the agreement at any time without resorting to 3 months notice, on breach of the agreement by the Party.

34. Any notice to be served on the party shall be deemed to be sufficiently served if delivered at or sent by the registered post addressed to the party at his/their last known place. Any notice to be served by the party on the CWC shall be deemed to be sufficiently served if delivered at Regional Office of CWC or sent by the registered post.
35. CWC is not responsible for any loss of cash, any loss of installation, any loss of any equipment due to whatsoever reason may be.
36. CWC reserves the right for deduction of CWC due from party security amount on the following grounds :-
 - a) Any amount imposed by CWC as fine under the penalty clause.
 - b) Any amount which CWC becomes liable to the Govt./ Third party on the behalf of any default of the agreement or any servant/agent.
 - c) Any payment/fine made under the order/ judgement of any court/ forum or law enforcing agency or any person working on his behalf.
37. That this agreement shall remain in force for a period of five years from commencing from _____ (Date of commencement/handing over of the space to the party) to _____ (Date, after Five years) unless determined under any provision herein after.
 - i) Provided that it shall be always lawful for the CWC to terminate the agreement at any time without assigning any reason and without being liable for loss or damage which the party may suffer by means of such termination by giving the party three month prior notice in writing of its intention to terminate the agreement.
 - ii) Provided that the termination of the party under this clause or any other clause herein shall not be deemed to prejudice or affect any claim or any right to indemnify which the CWC has against this agreement in respect of breach of any condition of any of the agreement of matter pending in any court or before other agency authorized by law against the act of party, here in prior to the termination of the said agreement.
38. In the event of earlier determination before the expiry of agreement, the party shall forth with remove his belonging and will hand over the land to CWC in the original condition without any object or opposition.
39. The license shall comply with all the provision of Labour Laws and Rules made there under and the parties also indemnify the CWC for any loss and damages suffered due to violation of above provisions.

40. Party will be liable for damages upto Rs. 5,000/- per default on the following.
- a) Late payment of CWC dues upto 10 days.
 - b) Dis-honoring the cheques/Drafts.
 - c) Any staff of party found in drunken condition/indulging in bad conduct.
 - d) Any staff of the party found creating nuisance on duty.
41. The CWC shall not be responsible for any loss of damage caused to the license to total discontinuance of this scheme under the agreement for any reasons whatsoever.
42. Amendment/ modifications made in the Policy of installation of installation of Mobile/Telecom Tower of CWC from time to time will automatically be applicable.
43. The party will have to submit a structural stability certificate of all the buildings (which offered to them for installation of Mobile/Telecom Tower) from any IIT/CPWD or PWD Empanelled Structural Engineer before starting the cast work/installation of Mobile/Telecom Tower at the allotted location. Mobile/Telecom and in the case of adding of other mobile company the security deposit shall increase proportionality.
44. **DISPUTE / ARBITRATION:**

All disputes and differences arising out of or in any way touching or concerning this agreement whatsoever (except as to any matter the decision of which is expressly provided for in the agreement) shall be referred to the sole arbitration of any person appointed by the Managing Director, Central Warehousing Corporation, New Delhi. It will be no objection to any such appointment that the person appointed is an employee of the Corporation that he had to deal with the matter to which the agreement relates and that in the course of his duties as such employee of the Corporation, he had expressed views on all or any of the matters in dispute or difference. The award of such arbitrator shall be final and binding on the parties to this agreement. It is a terms of this agreement that in the event of such Arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Central Warehousing Corporation at the time of such transfer, vacation of office or unable to act shall appoint another person to act as arbitrator in accordance with the terms of this agreement. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also a terms of this agreement that no person other than a person appointed by the Managing Director, Central Warehousing Corporation, New Delhi as aforesaid should act as Arbitrator and if for any reason that is not possible the matter is not to be referred to Arbitration at all. The arbitrator shall give reasons for award.

Provided further that any demand for arbitration in respect of any claim (s) of the agreementor(s) under the agreement shall be in writing and made within one year of the date of termination or completion (expiry of the period) of the agreement and where this provision is not complied with, the claim(s) of the agreement or shall be deemed to have been waived and absolutely barred and the Corporation shall be discharged and released of liabilities under the agreement.

The Venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The work under the agreement shall if reasonably possible continue during the arbitration proceedings and no payment due or payable to agreementor shall be withheld on account of such proceedings.

The costs of arbitration shall be borne by the parties as per the decision of the arbitrator.

The arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the parties fixing of the date of the first hearing.

The arbitrator shall give separate award in respect of each dispute or difference referred to him.

Subject as aforesaid the Arbitration and Conciliation Act, 1996 shall apply to the Arbitration proceedings under this clause.

- 45. It is agreed that consequent upon forced / normal termination of this agreement, M/s.----- shall wind up and terminate their business operations and clear said site of their personal property and their furniture's, fixtures and other material within ten days.

Signed for and on behalf of CWC

Witness :

1. _____

2. _____ (-----)

Regional Manager

Signed for and on behalf of Party by Shri _____

(Authorized Signatory)

Witness :

1. _____

2. _____