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महाराष्ट्र MAHARASHTRA

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दस्तावेज प्रकार: **AGREEMENT**

दस्त नोंदणी करण आहंत का: होय / नाही

मुद्रांक विकत घेणाऱ्याचे नाव: Pune Mahanagar Parivahan Mahamandal Ltd

पत्ता: Swargate, Pune

दुसऱ्या पक्षकाराचे नाव: Sidani Total Gas Ltd

दस्तो व्यवहारीचे नाव व पत्ता: Amar Green Road, Pune



18 DEC 2023

प्रथम मुद्रांक लिपिक कोषागार पुणे करिता

22 DEC 2023

सौ. सुचेता सुहास देशपांडे  
परवाना क्र. २२०१११८

मुद्रांक विकत घेणाऱ्याची सही ५१२/२, बुधवार पेठ, पुणे, २

ग्या कायनामाठी ज्यानी मुद्रांक नुवेदी केना आहें त्याच कारणासाठी  
मुद्रांक नुवेदी केल्यासून ६ महिन्यात बापरणे बंधनकारक आहे.

पुणे महानगर परिवहन  
महामंडळ लि.

आयक क्रमांक:-

आयक दिनांक:-

विभागाचे नांव:-

उत्पापकीय संचालक:-

Agreement

This agreement is made and executed at Pune on this 22<sup>nd</sup> day of December 2023,

Pune Mahanagar Parivahan Mahamandal Limited,

("PMPML" is the premier public transport service provider in the Pune Metropolitan Region (PMR) incorporated under the laws of India and having its registered office at PMPML, Swargate, PMT Building, Pune 411 037, (hereinafter referred to as "Party No. 1" or "Employer" or "PMPML" or "Authority" being the party of the First Part.)

Hereinafter called "Party No. 1/ Employer/  
PMPML/Authority"

Being Party of the First Part.

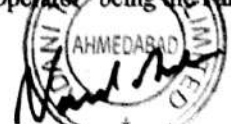
AND

Adani Total Gas Ltd.

A company incorporated under the provisions of the Companies Act, 1956 (CIN-L40100GJ2005PLC046553) and having its registered office situated at "Adani Corporate House", Shantigram, Near Vaishnav Dargah, S. G. Highway, Khodiyar, Ahmedabad - 382421, (Hereinafter referred to as "Party No. 2" or "Operator" being the party of the Second Part.)

Hereinafter called "Party No. 2/Operator"

Being Part of the Second Part



WHEREAS, party No. 1 is providing transport facilities to the commuters in Pune Municipal Corporation and Pimpri Chinchwad Municipal Corporation and adjoining areas for the benefit of the public at large;

AND WHEREAS, with a view to provide Public Charging Stations at designated PMPML locations on Public Private Partnership (PPP) basis, party No. 1, invited tenders for appointment of operators / contractors for setting up and maintenance of Public Charging Stations at designated PMPML locations, for the benefit and convenience of PMPML buses as also for public-at-large;

AND WHEREAS, party No. 2 participated in the tender process and the tender of party No. 2 was accepted by party No. 1 for a period of 12 years;

AND WHEREAS, pursuant thereto party No. 1 issued Work Order No. PMPML/ELE/4262, dt. 27-12-2022 in favour of party No. 2;

AND WHEREAS, in accordance with the term agreed, both the parties have decided to enter into this agreement on the basis of the tender notice, pre-bid clarifications dt. 04-05-2022, technical bid opening on 13-05-2022, prize bid opening on 10-06-2022;

AND WHEREAS, both the parties hereto decided to reduce into writing the terms and conditions agreed to between them –

NOW THEREFORE THIS AGREEMENT WITNESS AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN the parties hereto as under -

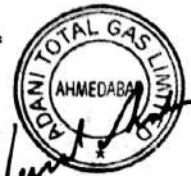
1. Scope of Work:

- i. The operator shall finance, procure, install, commission and maintain the PCS at each of the 07 (seven) PMPML Locations during the contract Period as per the terms and conditions of these presents.
- ii. The Operator will invest and develop complete upstream electrical infrastructure for the PCS such as transformer, cabling, load enhancement, new electrical connection from DISCOM/MSEDCL, recurring expenses such as data charges, maintenance, manpower for operation (if required) etc. The Operator may note that Authority shall provide the requisite upstream cable up to the boundary of each location. Operator shall be required to finance, develop and install all requisite downstream electrical infrastructure at each location required for the PCS.
- iii. Operator shall install PCS in the area available at each of the designated location as per technical specifications and conditions provided in notification No. 12/2/2018-EV (Comp No. 244347) dated 14 January 2022 issued by government of India (GoI) and amendments thereof as well as any other guidelines / notifications issued by GoI and GoM.

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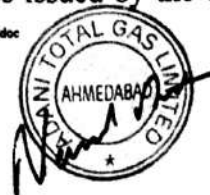


- iv. At each site the area made available to the Operator shall be divided into individual parking bays of for installation of PCS and EV charging. Each parking bay will have an area of 9.5 square meters (1.5 square meters for PCS and 8 square meters for one ca / four-wheeler space). If the charging station has more than one charging gun, then each charging gun shall be considered equivalent to 1 (One) PCS. Operators are required to optimally plan the implementation of PCS at each of the locations as per details provided in the RFP.
- v. If required, The Operator shall construct and install canopy, barricading and other construction required to make the PCS functional. The Operator shall be mandatorily required to undertake structural audit of said construction and obtain requisite safety certificate from competent authority as and when required. The Operator shall submit the said certificate to PMPML/Party No. 1.
- vi. The Operator shall finance and undertake deployment of qualified manpower, required tools, logistics, spares and consumables for undertaking installation and operations and maintenance (O & M) of the Project during the Contract Period.
- vii. All approvals, equipment, item and works which are not specifically in this document but are required for successful O&M of the Project or any part thereof in every respect and for safe and efficient operation and guaranteed performance are included in the scope of the Operator.
- viii. The Operator shall maintain accurate and up-to-date operating logs, records and monthly reports regarding the O&M of the Project and provide the same to PMPML at the end of each month during the Contract Period.
- ix. The Operator shall perform and oversee the performance of periodic overhauls or maintenance required for the facility in accordance with the recommendations of the supplier of the Project or any part thereof.
- x. The Operator shall procure spares parts, overhaul parts, tools, equipment, consumables, etc. required to operate and maintain the project in accordance with the judicious EV charging station practices and having regarded to warranty recommendations during complete O&M period.
- xi. The Operator at his own cost and expense undertake complete responsibility of total operation and maintenance of the Project or any part thereof including all the infrastructure developed from the date of signing of the Contract, including deployment of necessary staff after the commissioning till the end of Contract Period.
- xii. The Operator shall promptly and regularly dispose of debris / scrap generated from the Project as per the guidelines issued by the competent

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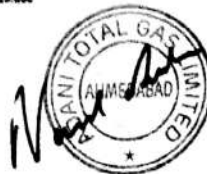
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- authority. The Operator shall maintain and keep all administrative officers, roads, tool room, equipment, clean, green and in workable conditions.
- xiii. The total cost of electricity as applicable including but not limited to fixed charge, energy charge, demand charge, surcharge, duty, demand charges, contingency for power purchase adjustment charges, etc. and all operating and maintenance expenses related to PCS shall be borne by the Operator.
- xiv. Operator shall ensure that, from the very first day of actual start of functioning of PCS, there will be seamless integration between software system of the Operator and software system (Application/App) devolved and owned by PMPML. From the very first day of actual start of functioning of PCS, PMPML shall receive real time notifications, on demand reports on all public charging stations. From the very first day of actual start of functioning of PCS, also till the time system of PMPML and system of Operator are seamlessly integrated with each other, operator shall provide administrative access to PMPML for all real time notifications and all reports. Operator shall integrate via API to PMPML Software and App.
- xv. Operator shall ensure that software App should also have proper booking facility of charging slots for customers along with all other features required to operate and manage a charging station.
- xvi. The Operator shall collect the charging revenue through Tariff, from the customers and share a percentage of that revenue with PMPML as per terms of RFP during the Contract Period. The Tariff is defined as the amount per unit of electricity in Indian Rupees to be charged by the Operator over and above the applicable per unit rate of electricity as fixed by MSEDCL (the 'Tariff'). Bidder may set the Tariff as per dynamic market conditions till the time GoI/GoM/State Nodal Operator/ Competent Authority fixes the Tariff or ceiling for the Tariff that can be charged from customers. However, since the Project is to be implemented under the guidance of the Authority, the Authority reserves the right to determine at any time, if the Tariffs exorbitant in nature and direct the Operator to modify the same to a mutually agreed revised Tariff.
- xvii. The Operator shall procure and obtain all applicable statutory approvals/permissions from the respective authorities for the installation and operation of Charging station within 06 (Six) months from the date of signing of Contract. Authority shall facilitate the Operator for securing the necessary approvals.
- xviii. Operator shall strictly adhere to all applicable safety guidelines as notified by competent authority from time to time and ensure that no damage is caused to the locations or any PMPML property on account of his actions.

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- xix. Operator agrees that the space provided by each of the locations by PMPML is on pure Leave and license Agreement allotted for implementation and operation of the Project during the Contract Period. The Operator is forbidden from creating any lien or any kind of encumbrance on each of the locations. Any activity which is unrelated to the Project is not allowed to be undertaken at each of the locations. The Agreement to be executed between the Party No. 1 and operator shall constitute the Leave and license Agreement and no separate agreement shall be executed. Registration and stamp duty as per relevant government regulation will be sole responsibility of operator.
- xx. All the taxes and mandatory fees, duties, levies etc., and all other dues payable if any, due to any operation of this project, should be borne by operator.
- xxi. Operator shall be allowed to undertake own branding of the PCS, however, branding of Authority must also be incorporated in the same. Operator to undertake all expenses pertaining to branding of the Project.
- xxii. Operator shall be allowed to undertake commercial activity including advertisement and development of cafeteria etc. in minimum available area at each location subject to sharing of such revenue with Party No. 1. Operator to indicate details of proposed sources of revenue in the Business Plan and Project Presentation.
- xxiii. PMPML shall not be responsible for any loss or damage or shortage that may be suffered by the Operator due to drop in traffic, bandhs, agitations, vandalism by either crew or outsiders, strikes, war, flood, fire, epidemic, pandemic, riots or any other causes which PMPML thinks necessary.
- xxiv. The Operator shall indemnify PMPML against all claims, actions, suits, proceeding, demands, costs, charges, liabilities and expenses arising from the Project.
- xxv. Operator shall be responsible for any direct or indirect liability that arises out of usage of the Project.
- xxvi. All types of maintenance of the Project falls under scope of the Operator.
- xxvii. The Operator shall upgrade the type of charges and related accessories including hardware, software, spares (if required) etc., in case of any technological advancements and business need during the Contract Period.
- xxviii. Pursuant to completion of Contract Period or termination of contract whichever is earlier, all assets and infrastructure developed under the Project such as PCS upstream infrastructure etc shall be the property of PMPML and the Operator shall have no further claim on the Project.



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xxix. Operator must develop and operate the Project in an optimal manner without causing hindrance of any kind to PMPML's bus operations during the Contract Period.

2. Revenue Sharing Mechanism:

- i. All the revenue collected by the Operator from the Project shall be done digitally through an App and must be immediately deposited in an escrow account in the name of PMPML and which shall be opened by the Operator within 15 (Fifteen) days from date of signing of the Contract.
- ii. Any delay in depositing the revenue in the escrow account shall incur a penalty of 15% (Fifteen Percent) on monthly basis.
- iii. PMPML must be provided administrative access to the App mentioned hereinabove or any successive digital revenue collection mechanism for the complete Contract Period.
- iv. The Operator shall pay all the statutory levies and taxes imposed (like GST, Excise, ESI, PF, TCS, TDS, stamp duty of all RFP sites leave and license agreement, etc.) by the Government / Bank or any other authorities (currently or in future) on the operation and maintenance of escrow account. Further, Operator shall also pay increase in the taxes and / or any levies on escrow account.
- v. The uptime for each PCS developed under the Project shall be 95% (Ninety Five Percent) on monthly basis. In case of any power outage due to reasons attributable to DISCOM only, then availability of any PCS during such power outage shall not be counted towards availability. Operator is required to give 02 (Two) days' notice to the Party No. 1 for any scheduled maintenance activity for particular PCS. In case the Operator is unable to maintain total cumulative availability of PCS as 95% for 03 (Three) successive months, it shall be deemed as default of Contract on part of the Operator and may lead to termination of the Contract by PMPML.
- vi. The Operator shall ensure that 95% (Ninety Five Percent) of the PCS are always online and shall be monitored by PMPML through the App continuously. Manpower for operations of PCS is not mandatory and shall be at discretion and expenses of the Operator. No manual cash collection shall be allowed and all transactions must be done through digital mode only.
- vii. The Operator shall maintain adequate logs and records of the following and share with PMPML on a monthly basis, during the Contract Period.

. Number of vehicles charged per day.



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- . Average time to charge a vehicle (for each charger type)
  - . Run-time (for each charger type)
  - . Units consumption for charging (for each charger type)
- viii. The Operator must note that PMPML does not provide any type of guarantee for the adequate number of EVs at any time during the Contract Period. The Operator shall not have claim for any compensation in case of reduction in the number of users due to any reason.
- ix. The Operator shall provide PMPML complete access and right to examine the electrical meters and other infrastructures installed under the Project on regular basis.
- x. The Operator shall mandatorily submit a copy of the annual audited accounts of the Project for every year of the Contract Period to PMPML and the Operator shall mutually appoint an Auditor for the Project. The expenses pertaining to the said Auditor shall be borne by the Operator.
- xi. The Operator shall be subject to SLA mentioned in this document.

### 3. Project Timelines :

- i. The Operator has to implement the Project at all seven locations but not limited to installation of all PCS, creation of upstream electrical infrastructure, civil construction, development of payment / charging app. Sourcing of requisite approval etc. within 06 (six) months from date of signing of the Contract (The 'Implementation Period'). The date of completion of the implementation Period shall be confirmed by PMPML and deemed to be the appropriate date (The 'Appointed Date'). The Contract Period shall initiate from the Appointed Date.
- ii. In case, if the Operator is not able to Operationalise the complete project within the Implementation Period, a penalty of INR 5000/- (Rupees Five Thousand) Per day shall be payable for an additional period of 60 (Sixty) days from completion of the Implementation Period, it shall be deemed an Operator Event of Default. The PMPML in its sole discretion may extend the Implementation Period, if required due to any extraneous mitigating circumstances.

### 4. Dispute Resolution :

- I. It is agreed between the parties here to that if any dispute arise under or in connection with this contract the same shall be settled amicably between the parties within 15 days from the date of occurrence of the dispute.

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If such dispute is not settle as stated above the same shall be referred to Arbitration agreed between the parties and the decision given by the arbitrator shall be binding between the parties.

It is further agreed that, if both the parties here to do not agreed upon the particular arbitrator, then and in that case arbitrator shall be appointed in accordance with Arbitration and conciliation Act, 1996 and the decision of sole Arbitrator shall be binding upon the parties.

5. Force Majeure :

- i. If a Force Majeure event occurs and extends for a period greater than ninety (90) days outside the control of both Parties, thereby rendering it impossible for either Party to fulfill its Contract obligations, under the law governing the Contract.
- ii. The Force Majeure Event are –
  - a. War, invasion, mobilization, requisition or embargo,
  - b. Rebellion, revolution, insurrection or military or usurped power of civil war,
  - c. Contamination by radio-activity from any nuclear fuel, or from nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
  - d. Riot, commotion or disorder, unless solely restricted to employees of the Operator or of its.
  - e. Floods and any other calamity resulting from climatic imbalances and.
  - f. Pandemics, lockdown and epidemics.

Provided always that such events are beyond the control of the Parties and have a Materially Adverse Effect on the Project.

- iii. The Operator shall be under no liability whatsoever in consequence of any of the Force Majeure events referred to in this clause, whether by way of indemnity or otherwise.
- iv. Both Parties shall be relieve and licensed from further performance pursuant to any Force Majeure event started occurring outside the control of both Parties and extending for a period greater than ninety (90) days.



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Mahamandal Limited





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- v. If the Contract is not feasible to be executed due to Force Majeure event beyond ninety (90) days . From the day of its first occurrence, the Party No. 1 shall be fully empowered to suspend / terminate the Contract by providing the requisite reasons in writing and the Operator shall completely stop the Project as quickly as possible after receiving this notice/ certificate.
- vi. When the affected party is able to resume performance of its obligations under this contract, it shall give to the other party a written notice to that effect and shall promptly with express written consent of the other party and in any event within three (3) days, resume performance of its obligation hereunder.
- vii. The obligations and liabilities of the Parties under this Contract would continue as long as Force Majeure event does not impede the performance.

6. Termination :

i. Termination for Operator's Default

- a. Without prejudice to any other rights or remedies, which the Authority may have under this contract upon occurrence of any Operator's Event of Default, the Authority shall be entitled to terminate this contract by issuing a termination notice to Operator, provided that before issuing the termination notice the Authority shall by inform the Operator of its intimations to issue such a termination notice and grant minimum 15 Days (Fifteen days) or such other reasonable period as the Authority deems fit as its sole discretion to the bidder to remedy the default ( Remedial period) and / or make representation and may after the expiry of such remedial period and non - remedy of breach / default to the satisfaction of the Authority, whether or not it is in receipt of such representation, issue termination notice and then terminate the contract.
- b. The defaults referred to herein shall include the following –
  1. The Operator has suspended operation of the Project for any consecutive period of 10 (ten) days.
  2. The referenced Clause shall be invoked in case all PCS installed at one location or 20% (twenty percent) of all PCS installed under the Project are inoperative for any consecutive period of 10 (ten) days.
  3. The Operator shall submit details of the mitigating circumstances to the PMPML such as Power Supply issues from DISCOM. However, Authority reserves the right to determine the actual reason behind any stoppage and take action as per terms of the RFP and / or Contract.



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4. The Operator abandons or manifests intention to abandon the operation of the Project without the prior written consent of PMPML.
5. The Operator has failed to make payment of monthly revenue share to the Party No. 1.
6. The Operator has failed to make payment of Damages and / or Penalty to the Party No. 1 within the period specified in the Contract.
7. The Operator creates any Encumbrance in breach of the Contract.
8. A breach of any of the provisions of the Contract by the Operator has caused a Material Adverse Effect.
9. The Operator repudiates the Contract or otherwise takes any action or evidences or conveys an intention not to be bound by the Contract.
10. There is a transfer; pursuant to law either of (i) the rights and / or obligations of the Operator under any of the Project Agreements, or of (ii) all or part of the assets or undertaking of the Operator, and such transfer causes a Material Adverse Effect.
11. An execution levied on any of the assets of the Operator has caused a Material Adverse Effect.
12. The Operator is adjudged bankrupt or insolvent or if a trustee or receiver is appointed to the Operator for whole or material part of its assets that has a material bearing on the Project.
13. The Operator has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the PMPML, a Material Adverse Effect.
14. A resolution for winding up of the Operator is passed or any petition for winding up of the Operator is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 (ninety) days of the date thereof or the Operator is ordered to be wound up by the Court except for the purpose of amalgamation or reconstruction.
15. Any representation or warranty of the Operator herein contained which is, as of the date hereof, found to be materially false, incorrect or misleading.
16. Any representation or warranty of the Operator herein contained which is as of the date hereof, found to be materially false, incorrect or misleading.
17. The Operator submits to the PMPML any statement, notice or other document in written or electronic form, which has a material effect of the PMPML's rights, obligations or interests and which is false in material particulars.



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18. The Operator has failed to fulfill any obligation with any other provision of the Contract if such default causes a Material Adverse Effect on the PMPML, or
- 18.1 The Operator commits a default in complying with any other Provision of the contract if such default causes a Material Adverse effect on Authority; or
19. The Operator continuously commits breach of any of its O & M related obligations as specified in the Contract.
20. The Operator has undertaken development /modification / refurbishment of the Project which has resulted in hindrance to PMPML's bus operations from the concerned location.

Without prejudice to any other right or remedies which the Authority may have under this Contract upon occurrence of an Operator Event of Default, the Authority shall be entitled to terminate this Contract by issuing the termination notice to the Operator, provided that before issuing the termination notice, the Authority shall by a notice inform the Operator of its intention to issue such termination notice and grant 15(fifteen) days to the Operator to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the termination notice and terminate the Contract. Pursuant to termination of Contract by PMPML due to Operator, Event of Default, PMPML may encash Performance Security submitted by Operator.

21. PMPML shall invoke the bank guarantee for Operator's event for default, to recover any amount due from Operator to Authority.

c. Termination for PMPML's Default :

- i. In the event that any of the defaults specified below shall have occurred and the PMPML fails to cure such default within a cure period of 30 (thirty) days or such longer period as has been expressly provided in the Contract, the PMPML shall be deemed to be in default of the Contract (the 'Authority Event of Default') unless the default has occurred as a result of any breach of the Contract by the Operator or due to Force Majeure. The defaults referred to herein shall include the following :
- a. The PMPML repudiates this Contract or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Contract.
- ii. Without prejudice to any other right or remedy which the Operator may have under this Contract, upon occurrence of an PMPML Event of Default, the Operator shall be entitled to terminate this



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Pune Mahanagar Parivahan  
Mahamandal Limited



Contract by issuing a termination notice to the PMPML; provided that before issuing the termination notice, the Operator shall by a notice inform the PMPML of its intention to issue the termination notice and grant 15 (fifteen) days to the PMPML to make a representation and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the termination notice.

- iii. In case of termination of contract due to PMPML's Event of Default, Performance Security shall be returned after deduction of any amount due from Operator to Authority.
7. Party No. 2 (Operator) hereby agrees, undertakes and confirms to setup Public Charging Stations at designated PMPML locations, which are mentioned in Schedule – I, on Public Private Partnership Basis and further agree to maintain the said Public Charging Stations at the said locations at their own cost for a period of 12 years commencing from the date of execution of these presents. Party No. 2 further agree to setup and maintain the Public Charging Stations at their own cost and to ensure that no interruption, obstruction or hindrance is caused to the said Public Charging Station, which will be in operation for 24 hours a days without any break and the charging process is not jeopardized or adversely affected in any manner whatsoever and shall be effective to its' fullest capacity at all times.
8. It is specifically agreed that the responsibility of the services of the employees engaged by Party No. 2 for the said PCS Project shall solely be that of Party No. 2 and Party No. 1 shall have no concern whatsoever with the same. Party No. 2 shall be liable and responsible to perform their part of Contract subject to the relevant rules, bylaws and provisions of all relevant labour laws including payment of wages, salaries, compensations and all matters connected therewith and if Party No. 2 fails to do so, the entire liability in that behalf whether Civil, Criminal or both shall be that of Party No. 2 alone.
9. Party No. 2 shall be solely responsible to insure the place where the PCS shall be located and shall bear and pay the insurance premiums at appropriate times. It is specifically agreed that, it shall be responsibility of Party No. 2 to insure each PCS at their own cost.
10. In respect of every location provided by Party No. 1 to Party No. 2 for installation and commissioning of Public Charging Stations at designated locations, Party No. 1 shall permit to Party No. 2 to execute and register Leave and license Agreements as per existing government regulations, to install and setup Public Charging Stations upon such terms and conditions and at such License Fee as may be decided in respect of each locations. Party No. 2 shall pay the License Fee in respect of each location to Party No. 1 regularly as per the terms and conditions agreed between the parties as interest free deposit. The



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possession of the said RFP sites shall be handed over to Party No. 2/Operator after the completion of upstream electrical infrastructure by the Party No. 2/Operator. The land will be handed over to Party No. 2/Operator after permission of competent authority.

11. Share of the Monthly Gross Revenue to be shared with PMPML throughout the contract period is 32.5% Gross Revenue shall be comprised of the following a) Tariff b) Revenue from additional sources such as cafeteria, Advertising etc. The Revenue share shall be excluding all applicable taxes which are to be borne by the Operator.
12. The Revenue Sharing between the parties shall be done by 1<sup>st</sup> day of the next month of every calendar month and the same shall be reconciled and accounts shall be settled every 3 (three) months.
13. The escrow account opened as per this agreement shall be operated by Party No. 1 in consultation with Party No. 2.
14. Party No. 2 shall not be entitled to transfer or assign their interest under this agreement to any person whomsoever and shall not be entitled to allow third party to operate any location without the prior written consent of Party No. 1.
- 14.1. The operator shall submit a Performance Security of Rs 25,00,000/- (Twenty Five lakhs) for the whole period of the Agreement. The Performance Security shall be submitted in the form of a Bank guarantee must be (03) three years plus 01 (one) year an extendable basis throughout the Contract Period and extendable as provided in this Clause.
15. In the event of Party No. 2 committing any breach of the terms and conditions of this agreement and particularly those related to transfer and assignment, then and in that case Party No. 1 shall be entitled to forthwith terminate this agreement and upon such termination Party No. 2 shall remove itself from all the locations and shall not be entitled to use any of the locations thereafter. This is the prime condition of this agreement.
16. If performance security (BG) is not renewed before expiry of the same then the agreement will be comes to an end and null & void on same date.
17. Due to any legal dispute Concern to 7 Location / Premises mention in the Schedule-1 shall be omit any time from agreement if any.
18. PMPML can take possession of any or all premises mentioned in agreement by issue a notice by period which like to fit to the Competitive Authority (CMD/officer authorized by CMD of PMPML) in case of requirement of such premises prescribed in the Schedule-1 of the Agreement.




JOINT MANAGING DIRECTOR  
Pune Mahanagar Parivahan  
Mahamandal Limited



512219

IN WITNESSES WHEREOF THE PARTIES HERETO, have set and subscribed their respective hands on the day and date first above mentioned.

Witnesses :-

1) Signature : 

Name : Kiran Gaikwad.


Address : Pune.

JOINT MANAGING DIRECTOR  
Pune Mahanagar Parivahan  
Mahamandal Limited  
Joint Managing Director PMPML





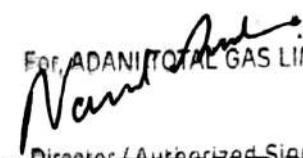


2) Signature: 

Name : Varun Mathur

Address : ATEL, Inspire Business  
Park, Shantigram,  
Ahmedabad - 382421

For, ADANI TOTAL GAS LIMITED  
Director / Authorized Signatory  
PARTY OF THE SECOND PART



Operator

Adani Total Gas Ltd.



4/9923

**SCHEDULE - 1**

S.No.	Location
1	Katraj Snake Park Bus Stand
2	Baner Sus Road
3	Bhosari BRT
4	MG PUI Gate
5	Deccan Gymkhana (Legal Dispute)
6	Annabhau Sathe
7	Hinjewadi Phase II



*Mofg*

MANAGING DIRECTOR  
Mahanagar Parivahan  
Mahanagar Limited



*Naval*

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