

महाराष्ट्र शासन
GOVERNMENT OF MAHARASHTRA
ई-सुरक्षित बँक व कोषागार पावती
e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

Bank/Branch: IBKL - 6910207/PUNE - F.C. ROAD Stationery No: 16246445084929
Pmt Txn id : 205261554 Print DtTime : 06-MAR-2019 15:31:58
Pmt DtTime : 06-MAR-2019@14:55:32 GRAS GRN : MH012783799201819S
ChallanIdNo: 69103332019030650479 Office Name : IGR008-HVL1_HAVELI NO1
District : 2201-PUNE GRN Date : 06-Mar-2019@14:55:33

StDuty Schm: 0030046401-75/STAMP DUTY
StDuty Amt : R 3,65,170/- (Rs Three, Six Five, One Seven Zero only)

RgnFee Schm: 0030063301-70/Registration Fees
RgnFee Amt : R 0/- (Rs Zero only)

Article : 5(h) (A) (iv)-Agreement creating right and having monetary value
Prop Mvblty: N.A. Consideration: R 18,25,81,563/-
Prop Descr : 102 CENTURY ARCADE NARANGI BAUG ROAD NEAR BOAT

Duty Payer: PAN-AAACS6944C, SANJAY KNIT PRIVATE LIMITED

Other Party: PAN-AAECP4068L, PUNE MAHANAGAR PARIVAHAN MAHAMANDAL LIMITED

Bank official1 Name & Signature
उमेश खरे/UMESH KHARE
प्रबंधक/MANAGER

Bank official2 Name & Signature
FIN : 105669

--- Space for customer/office use --- Please write below this line ---

Rajat Gupta
Rajat Gupta
EIN No. 114363
प्रबंधक



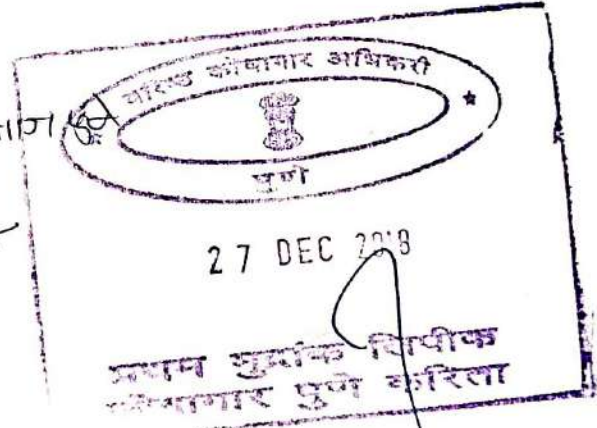


महाराष्ट्र MAHARASHTRA

2018

AM 424905

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करारनाम -
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संजय निट प्रा. लि. महाराष्ट्र
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मर्मिला श्रीराम भाराले
परवाना क्र.: २२०१०९५
१२ शांतनूक्षक मामा

THIS STAMP PAPER FORMS A PART OF THE AGREEMENT BETWEEN SANJAY KNIT PVT.LTD. AND PUNE MAHANAGAR PARIVAHAN MAHAMANDAL LIMITED DATED 31ST DECEMBER 2018.

The Agreement mutually agreed and entered into on this 31st day of December
Two Thousand and Eighteen at Pune.

BETWEEN

Pune Mahanagar Parivahan Mahamandal Limited (hereinafter referred as "TIA")
having its principal office at Shankar Shet Road, Swargate, Pune-411037 and
represented by Shrimati Nayana Gunde, the Chairman & Managing Director, of
PMPML (hereinafter called the "CMD" in which expression are included unless
such inclusion is inconsistent with the context, his successor or successors for the
time being holding the office of the PMPML and in view of the powers delegated
to the Joint Managing Director by the CMD of PMPML ONE PART,

1

For SANJAY KNIT PVT. LTD
Sanjay Malpani

31/12/18 DIRECTOR



Sanjay Malpani
JOINT MANAGING DIRECTOR
Pune Mahanagar Parivahan
Mahamandal Limited



AND

M/s. Sanjay Knit Pvt.Ltd., a company incorporated under provisions of the Company Act 1956, having its Registered office at 102,Century Arcade,Narangi Baug Road, Near Boat Club Road, Pune 411 001. (hereinafter referred to as "Operator") which expressions shall unless repugnant to the context include its successors and permitted assigns, OF THE OTHER PART.

WHEREAS

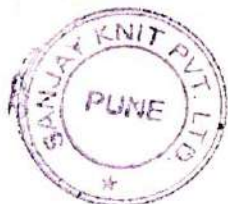
- 1 PMPML is mandated for providing public transport bus services in the Pune Metropolitan Region (PMR);
- 2 PMPML intends to assign advertisement rights on bus-shelters, hoardings, stands and lollypop Pillers in Pune Metropolitan Areas detailed in Annexure - 5 of this RFP document.
- 3 For this purpose, the TIA had invited competitive proposals from eligible Bidders for implementing the Project and in response thereto received proposals from several Bidders for this project.
- 4 PMPML, after evaluating the aforesaid Proposals accept the Proposal submitted by the Sanjay Knit Pvt. Ltd., and issued Letter of Award (LOA) / Work Order vide letter No. 5788 dated 19/11/2018 to the Operator for implementing the Project and which has been acknowledged by the Operator.
- 5 PMPML confirms the receipt of a Payment Security in the form of a Bank Guarantee dated ____ for an amount of Rs.2,50,30,839/- (Rupees Two Cores Fifty Lakhs Thirty Thousand Eight Hundred Thirty Nine Only), drawn from _____ (name of the Bank in Pune) as Payment Security, for the performance of the obligations of the Operator under this Agreement.
- 6 PMPML confirms the receipt of Rs. 24,92,200/- as Advertisement Fee for the first month of the Contract Period from the Operator, as per list of advertisable units made available in joint survey, Stainless Steel Busshelters 737, Stands 12 & Lolly Pop Pillers 5 but it is obligatory/binding to operator to accept the extra shelters when in advertisable condition provided by PMPML.
- 7 The Parties hereto are required to enter into the Agreement being these presents to record the terms, conditions and covenants of the Agreement.

NOW THIS AGREEMENT witness as follows:

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For SANJAY KNIT PVT. LTD

Sanjay Malpate
DIRECTOR
31/12/18



For SANJAY KNIT PVT. LTD

DIRECTOR

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1. Definitions and Interpretation

Definitions:

- 1 **Advertisement Space** shall mean the space specified for Advertisement Rights on Bus Shelters in Pune Metropolitan Area in accordance with Schedule A: Stainless Steel Bussshelters & Schedule B: Stands & Lolly Pop Pillers of this Agreement.
- 2 **Affected Party** shall mean the party claiming to be affected by a Force Majeure event.
- 3 **Agreement** shall mean this Agreement and including schedules hereto. (i) Request for Proposal (RFP) (ii) Bidder's submission to RFP (iii) terms and conditions of Agreement (iv) work specifications (v) offer of the Bidder (vi) schedules to the Agreement (vii) any correspondence exchanged with respect to this Agreement or additional document constituting part of the Agreement.
- 4 **Applicable Law** shall mean all laws in force and effect, as of date hereof and which may be publicized or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Agreement and applicable to the Project.
- 5 **Applicable Permits** shall mean all clearances, permits, authorizations, consents and approvals required to be obtained or maintained by the Operator under applicable law, in connection with the project during the subsistence of this Agreement.
- 6 **Appointed Date** shall mean the date of signing of this Agreement between the Operator and the TIA.
- 7 **Authority** means any agency, legislative, judicial or executive authority, public or statutory person, whether autonomous or not, of the GoI (Government of India) or GoM (Government of Maharashtra) or any local authority including the PMPML, its division or any other subdivision or instrumentality or any thereof.
- 8 **Bidders** shall mean a Bidding Company which has submitted a Bid in response to this RFP Document.
- 9 **Contract Period** shall mean the period of 5 (Five) years from the Appointed Date.
- 10 **Emergency** shall mean a condition or situation that is likely to endanger the safety of the individuals on or about the project or which poses an immediate threat of material damage to any of the Project and Project Facilities.

FOR SANJAY KNIT. PVT. LTD
Sanjay Malpani
31/12/18 DIRECTOR



JOINT MANAGING DIRECTOR
Pune Mahanagar Parivahan
Mahamandal Limited

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DIRECTOR



FOR SANJAY KNIT PVT. LTD

- 11 **Encumbrance** shall mean any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the project, claims for any amounts due on account of taxes, cesses, electricity, water and other utility charges.
- 12 **"Financial Year"** shall mean the period commencing from April 1 of any given year to March 31 of the succeeding year.
- 13 **"Force Majeure"** or **"Force Majeure Event"** shall mean an act, event, condition or occurrence as specified in this Agreement.
- 14 **Good Industry Practice** shall mean the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations as under this Agreement, which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, operation and maintenance or supervision or monitoring thereof, of any of them of a project similar to that of the project.
- 15 **Government Agency** shall mean Government of India (GoI), Government of Maharashtra (GoM), Pune Mahanagar Parivahan Mahamandal Limited or any other state government or central government department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state or local, having jurisdiction over the Operator, or the performance of all or any of the services or obligations of the Operator, under or pursuant to this Agreement.
- 16 **Letter of Award / Work Order** shall mean the letter issued by the Authority to the successful Bidder.
- 17 **Material Adverse Effect** shall mean a material adverse effect on (a) the ability of the Operator to exercise any of its rights to perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement.
- 18 **Material Breach** shall mean a breach by either party of any of its obligations under this Agreement which has or is likely to have a material adverse effect on the project and which such party shall have failed to cure.
- 19 **Parties** means the parties to the agreement and "party" means one of them, as the context may admit or require.

For SANJAY KNIT PVT. LTD
 Sanjay Malpani
 31/12/18 DIRECTOR



For SANJAY KNIT PVT. LTD
 DIRECTOR
 Joint Managing Director
 Pune Mahanagar Parivahan
 Mahamandal Limited



20 **Performance Security** means the deposit provided by the Operator as a guarantee for the performance of its obligations and is in accordance with clause specified in this RFP document.

21 **Person** means (unless otherwise specified or required by the context), any individual, company, corporation, partnership, government or government agency or any other legal entity.

22 **Preliminary Notice** shall mean the notice of intended termination by the party entitled to terminate this Agreement to the other party setting out, inter alia, the underlying event of default.

23 **Project** shall mean advertisement activities undertaken at the Advertisement Space in accordance with the provisions of this Agreement and terms and conditions specified in this RFP document.

24 **Project Agreements** shall mean collectively this Agreement and any other material contract (other than any commercial agreement with the users) entered into or may enter into by the Supplier in connection with the Project.

25 **Proposal / Request for Proposal (RFP)** shall mean the 'Request for Proposal Document', issued by the TIA to the interested bidders in the proposal stage, as amended and modified from time to time together with all Annexures, Schedules, Maps along with such common set of deviations, corrigendum, addendum, amendments which have been issued from time to time.

✓ 26 **Project Area** shall mean the Advertisements Space permitted as per this Agreement.

27 **Project Facilities** shall mean all the Advertisement Space provided to the Operator for undertaking the Project.

28 **"Rupees"** or "₹" refers to the lawful currency of the Republic of India.

29 **Operator** means M/s Sanjay Knit Pvt. Ltd., a company having its registered office in Pune who has been appointed as an "Operator" by the Operator for the Project, includes the Operator's personnel, representatives, successors and permitted assignees.

30 **Standards of Reasonable and Prudent Supplier** means the standards, practices, methods and procedures expected from a person seeking in good faith to perform its contractual obligations and in so doing and in the general conduct of its undertaking, exercising that degree of skill, diligence, prudence and foresight which would

For SANJAY KNIT PVT. LTD.
Sanjay Malpuri
31/12/DIRECTOR



DIRECTOR
Neeraj
JOINT MANAGING DIRECTOR
Pune Mahanagar Parivahan
Mahanandel Limited



reasonably and ordinarily be expected from a skilled and experienced Person engaged in the same type of undertaking under the same or similar circumstances and conditions.

31 **Sub-Contractor** shall mean any person with whom the Operator has entered into/may enter into any material contract in relation with the O&M requirements for this project.

32 **Tax** shall mean and include all taxes, fees, cesses, levies that may be payable by the Operator under the applicable law.

33 **Termination** shall mean the early termination of this Agreement pursuant to termination notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include expiry of this Agreement due to efflux of time in the normal course.

34 **Termination Date** shall mean the date specified on the termination notice as the date on which the termination occurs.

35 **Termination Notice** shall mean the notice of Termination by either Party to the other Party, in accordance with the applicable provisions of this Agreement.

2. Interpretations

A. In this Agreement, unless the context otherwise requires,

- i. references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;
- ii. references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
- iii. references to a "person" and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or

For SANJAY KNIT PVT. LTD

Sanjay Malpani
31/12/18 DIRECTOR



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Mahamandal Limit



partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;

- iv. the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- v. the words "include" and "including" are to be construed without limitation and shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases;
- vi. references to "construction" or "building" include, unless the context otherwise requires, investigation, design, developing, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to the construction, and "construct" or "build" shall be construed accordingly;
- vii. references to "development" include, unless the context otherwise requires, construction, renovation, refurbishing, augmentation, Upgradation and other activities incidental thereto, and "develop" shall be construed accordingly;
- viii. any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- ix. any reference to day shall mean a reference to a calendar day;
- x. references to a "business day" shall be construed as a reference to a day (other than a Sunday) on which banks in Pune are generally open for business;
- xi. any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
- xii. references to any date, period or Project Milestone shall mean and include such date, period or Project Milestone as may be extended pursuant to this Agreement;
- xiii. any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is



For SANJAY KNIT PVT. LTD
Sanjay Malpani
31/12/18 DIRECTOR



JOINT MANAGING DIRECTOR
Pune Mahanager Parivahan
Mahamandal Limited



- not a business day, then the period shall run until the end of the next business day;
- xiv. the words importing singular shall include plural and vice versa;
 - xv. references to any gender shall include the other and the neutral gender;
 - xvi. "lakh" means a hundred thousand (100,000) and "crore" means ten million (10,000,000);
 - xvii. "indebtedness" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
 - xviii. references to the "winding-up", "dissolution", "insolvency", or "re-organization" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, re-organization, dissolution, arrangement, protection or relief of debtors;
 - xix. save and except as otherwise provided in this Agreement, any reference, at any time, to any agreement, deed, instrument, licence or document of any description shall be construed as reference to that agreement, deed, instrument, licence or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-clause shall not operate so as to increase liabilities or obligations of the Authority hereunder or pursuant hereto in any manner whatsoever;
 - xx. any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party or the Independent Engineer shall be valid and effective only if it is in writing under the hand of a duly authorized representative of such Party or the Independent Engineer, as the case may be, in this behalf and not otherwise;

For SANJAY KNIT PVT. LTD

Sanjay Malpani

31/12/18 DIRECTOR

