

3854618

पावती

Original/Duplicate

Thursday, April 25, 2019

2:28 PM

नोंदणी क्र. :39म

Regn.:39M

गावाचे नाव: घोरपडी पेठ

पावती क्र.: 4970 दिनांक: 25/04/2019

दस्तऐवजाचा अनुक्रमांक: हवल17-4618-2019

दस्तऐवजाचा प्रकार : वर्क कॉन्ट्रॅक्ट

सादर करणाऱ्याचे नाव: मे पायोनियर पब्लिसिटी कॉर्पोरेशन प्रा.लि. तर्फे नकुल वामुदेवा . .

नोंदणी फी रु. 30000.00

दस्त हाताळणी फी रु. 1200.00

पृष्ठांची संख्या: 60

एकूण: रु. 31200.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे

2:53 PM ह्या वेळेस मिळेल.


सह दुय्यम निबंधक, हवेली-17

बाजार मुल्य: रु.0/-

मोबदला रु.153921781/-

भरलेले मुद्रांक शुल्क : रु. 153100/-

सह. दुय्यम निबंधक
हवेली क्र.१७, पुणे

1) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH000822141201920E दिनांक: 25/04/2019

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रक्कम: रु.1200/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 2504201902450 दिनांक: 25/04/2019

बँकेचे नाव व पत्ता:



25/04/2019

सूची क्र.2

दुय्यम निबंधक : माह दु.नि. हजेरी 17
 दस्ता क्रमांक : 4618/2019
 नोंदणी :
 Regn 63m

माघाने नाव : चीपरी पेठ

(1) विनियोगाचा प्रकार	वर्क कॉन्ट्रॅक्ट
(2) मोबदला	153921781
(3) वाजारभाव (सावधतावाच्या बाबडितपट्टाकारा, जाकारणी वेळी की पट्टेदार के मसुद करपाचे)	0
(4) भू-मापन, पोटॉग्रेसिंग व परकमांक (असल्यास)	1) धाविनेचे नाव-पुणे म.न.पा. इतर वर्कमं. इतर माहिती. दस्ताव मसुद केव्याप्रमाणे ((Survey Number : 00 ;))
(5) क्षेत्रफळ	1) 0 चौ.मीटर
(6) जाकारणी किंवा जुडी देण्यात असेल किंवा	
(7) दस्तावेज कडून देणा-या वस्तुकाराचे किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा असेल असल्यास, धाविनेचे नाव व पत्ता	1) नाव-पुणे महानगर परिषद महामंडळ मिमिटेड तर्फे अधीन व व्यवस्थापकीय संचालक धीमती मळ्या गुंटे वॉर्क प्रतिनिधी म्हणून लिपीक, चौ. बाबिद हटे वय-48; पत्ता-... , ... , ... स्वारगेट पुणे, बीम्बेवाडी, MAHARASHTRA, PUNE, Non-Government. पिन कोड:-411037 पिन नं:-
(8) दस्तावेज कडून देणा-या वस्तुकाराचे व दिवाणी न्यायालयाचा हुकुमनामा किंवा असेल असल्यास, धाविनेचे नाव व पत्ता	1) नाव-मे पायोनियर पब्लिसिटी कॉर्पोरेशन प्रा.लि. तर्फे मसुद धामुदेवा ... वय-29; पत्ता-... , ... अंजली कॉम्प्लेक्स, चौ. विंग, ब्लॉक नं 410-416 अंधेरी पुणे रोड, अंधेरी तुर्न रोड, मुंबई, ... साईलॉट (अंजली), MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400099 पिन नं:-
(9) दस्तावेज कडून दिव्याचा दिनांक	25/04/2019
(10) दस्ता नोंदणी केव्याचा दिनांक	25/04/2019
(11) अनुक्रमांक, खंड व पृष्ठ	4618/2019
(12) वाजारभावाप्रमाणे मुद्रांक शुल्क	153100
(13) वाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शीरा	

मुद्रांकनासाठी विचारात घेतलेला मुद्रांकनाची आवश्यकता नाही कारण दस्तावेजांनुसार आवश्यक नाही कारण्याचा तपशील दस्तावेजांनुसार आवश्यक नाही

मुद्रांक शुल्क जाकारताना निघटणेचा अनुसूद्ध :- (B) where it exceeds Rupees Ten Lakh

मी पराक्रम बंधी
 की कायती
 की दस्तावेज घेतली
 दस्तावेज मसुद मसुद

दस्तावेजाची प्रत
 श्री./श्री. वासुदेव
 वय-... असे.
 तारीख 24/4/19

माह-दुय्यम निबंधक हजेरी क्र.19





CHALLAN
MTR Form Number-6



MH000822141201920E		BARCODE	Date: 25/04/2019-11:24:50		Form ID: 25.2
Department: Inspector General Of Registrars			Payer Details		
Stamp Duty			TAX ID (If Any)		
Mode of Payment: Registration Fee			PAN No. (If Applicable)		
Applicant Name: HVL1_HAYELI NO1 SUB REGISTRAR			Full Name		Ms Pioneer Publicity Corporation Pvt Ltd
City: PUNE			Flat/Block No.		-
Period: 2019-2020 One Time			Premises/Building		
Account Head Details			Road/Street		*
		Amount in Rs.	Area/Locality		*
104601	Stamp Duty	153100.00	Town/City/District		
1003301	Registration Fee	30000.00	PIN		4 0 0 0 9 9
Remarks (If Any)			SecordPartyName=Pune Mahanagar Parivahan Mahamandal Ltd-		
Total			Amount In	One Lakh Eighty Three Thousand One Hundred Rupees	
			Words	Only	
1,83,100.00					
Payment Details: IDBI BANK			FOR USE IN RECEIVING BANK		
Cheque/DD Details			Bank CIN	Ref. No.	50103332019042511436 212350621
Cheque/DD No.			Bank Date	RBI Date	20/04/2019-11:25:24 Not Verified with RBI
Name of Bank			Bank-Branch		IDBI BANK
Name of Branch			Scroll No. , Date		Not Verified with Scroll

Important ID : 9822099203
 E- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 (ये चालान केवल पंजीयन कार्यालय में ही उपयोग के लिए मान्य है। अनपंजीयन के लिए यह चालान मान्य नहीं है।)

मुद्रा - १८३१००
 २६०८ १ ५८
 २०१९



Scan
9.32

Department of Stamp & Registration, Maharashtra	
Receipt of Document Handling Charges	
PRN 2504201902450	Date 25/04/2019
Received from Ms Pioneer Publicity Corporation Pvt Ltd, Mobile number 9822099203, an amount of Rs.1200/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office S.R. Haveli 1 of the District Pune.	
Payment Details	
Bank Name IBKL	Date 25/04/2019
Bank CIN 10004152019042302107	REF No. 212357348
This is computer generated receipt, hence no signature is required.	

हवेल - १/१०
 २५/४
 २०१९



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The Agreement mutually agreed and entered into on this ^{25th} ^{April} day of ~~December~~,
Two Thousand and ~~Eighteen~~ ^{nineteen} at Pune.

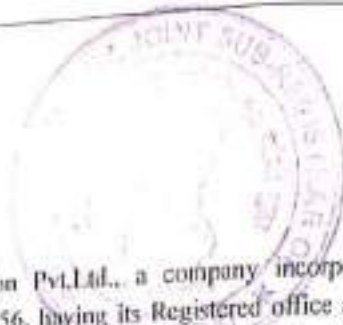
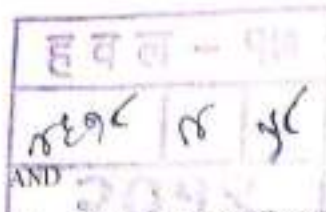
BETWEEN

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 Gande, 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,

Nayana Gande



Nayana Gande
JOINT MANAGING DIRECTOR
Pune Mahanagar Parivahan
Mahamandal Limited



M/s. Pioneer Publicity Corporation Pvt.Ltd., a company incorporated under provisions of the Company Act 1956, having its Registered office at 410-416,B Wing, Anjani Complex,Periera Hill Road,Andhari-Kurla Road, Andhari(East), Mumbai 400 099, (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 accepts the Proposal submitted by the Pioneer Publicity Corporation Pvt.Ltd., and issued Letter of Award (LOA) / Work Order vide letter No. 5849 dated 22/11/2018 to the Operator for implementing the Project and which has been acknowledged by the Operator letter dated 27/11/2018.
- 5 PMPML confirms the receipt of a Payment Security in the form of a Bank Guarantee dated 14/12/2018 for an amount of Rs. 1,54,36,299/- (Rupees One Crore Fifty Four Lakhs Thirty Six Thousand Two Hundred Ninty Nine Only), drawn from HDFC Bank Ltd., as Payment Security, for the performance of the obligations of the Operator under this Agreement.
- 6 PMPML confirms the receipt of Rs.2,29,200/- 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, BRT Busshelters 110 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.



beas
JOINT MANAGING DIRECTOR
Pune Metro Rail Corporation
Maharashtra Limited

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NOW THIS AGREEMENT witness as follows:

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: BRT Bussshelters 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 as per mentioned in Work Order between the Operator and the PMPML.
- 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.




[Handwritten Signature]

JOINT MANAGING DIRECTOR
Pune Mahanagar Parivahan
Mahamanul Limited

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- 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.
- 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/dischage 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.

N. V. ...



DIRECTOR
Pune Mahanagar Parivahan Mahamandal Limited

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- 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.
- 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 Pioneer Publicity Corporation Pvt.Ltd., a company having its registered office in Mumbai who has been appointed as an "Operator" by the



[Handwritten Signature]

JOINT MANAGING DIRECTOR
Pune Mahanagar Palika
Mahamandal Limited

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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 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.

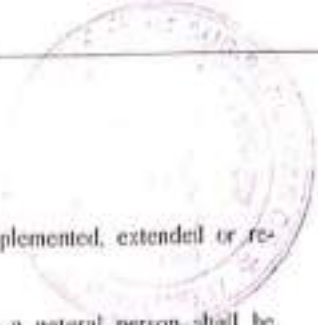
2. Interpretations

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




JOINT MANAGING DIRECTOR
Pune City - Nagar Palika
Maharashtra Limited

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time to time may be amended, modified, supplemented, extended or re-enacted;

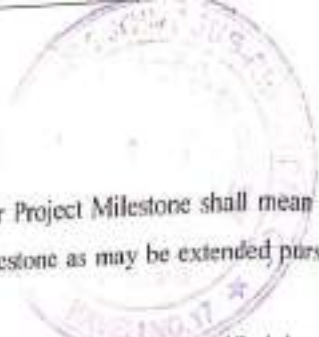
- iii. references to a "person" and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more 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;



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JOINT MANAGING DIRECTOR
Pune Mahanagar Parivahan
Mahamandal Limited

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- 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 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



[Handwritten Signature]

JOINT MANAGING DIRECTOR
Pune Mahanagar Parivahan
Maharashtra Limited

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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;

- xxi. the Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;
 - xxii. references to Recitals, Articles, Clauses, Sub-clauses or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses and Schedules of or to this Agreement, and references to a Paragraph shall, subject to any contrary indication, be construed as a reference to a Paragraph of this Agreement or of the Schedule in which such reference appears;
 - xxiii. the damages payable by either Party to the other of them, as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the "Damages"); and time shall be of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.
- B. Unless expressly provided otherwise in this Agreement, any Documentation required to be provided or furnished by the Operator to the Authority shall be provided free of cost and in three copies, and if the Authority is required to return any such Documentation with their comments and/or approval, they shall be entitled to retain two copies thereof.
- C. Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act 1897 shall not apply.

Priority of agreements, clauses and schedules

- A. This Agreement, and all other agreements and documents forming part of or referred to in this agreement are to be taken as mutually explanatory and, unless



[Handwritten signature]

JOINT MANAGING DIRECTOR
Pune Mahanagar Parivahan
Maharashtra Limited

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otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order:

- i. this Agreement; and
 - ii. all other agreements and documents forming part hereof or referred to herein;
 - iii. The Agreement at (i) above shall prevail over the agreements and documents at (ii) above.
- B.** Subject to the provisions of (A), in case of ambiguities or discrepancies within this Agreement, the following shall apply:
- i. between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
 - ii. between the Clauses of this Agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail;
 - iii. between any two Schedules, the Schedule relevant to the issue shall prevail;
 - iv. between the written description on the Drawings and the Specifications and Standards, the latter shall prevail;
 - v. between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail; and
 - vi. Between any value written in numerals and that in words, the latter shall prevail.

3. Appointment Date

The Appointment Date mean the date as per mentioned in Work Order between the Operator and the PMPML.

Grant of Rights

Subject to and in accordance with the terms and conditions and covenants set forth in this Agreement, the Authority hereby grant and authorise the

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Pune Mahanagar Parivahan
Mahamandal Limited

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Operator the right to utilize and market the Advertisement Spaces mentioned as per the Schedule A of this agreement and collect and book revenue for the same from the date of handover of Advertisement Spaces till the expiry of the Contract Period or till the termination date, whichever is earlier, subject to the conditions as set forth in this Agreement ("Advertisement Rights").

A. Acceptance of Rights

In consideration of the rights, privileges and benefits conferred upon the Operator, and other good and valuable consideration expressed herein, the Operator hereby accepts the Rights and agrees and undertakes to perform/discharge all of its obligations in accordance with the provisions hereof.

B. Start of Operations

The Operator shall commence the operation in accordance with the timelines mentioned in the Conditions Precedent contained in this Agreement.

C. Contract Period

The rights hereby granted is for a period of 5 (Five) years, commencing from the Appointment Date and ending on the Expiry date during which the Operator is authorized to design, finance, procure, install, operate and maintain the Project in accordance with the provisions hereof. Provided that in the event of termination, the Contract Period shall mean and be limited to the period commencing from the Appointed Date and ending with the Termination Date.

D. Exclusivity of the Contract

The Operator shall be the sole and exclusive person entitled to undertake the Project in the Project Area in line with work assigned to the Operator in this Agreement and the Authority agrees that no agreement or arrangement permitting such activities by any other party shall be entered into by the Authority during the Contract Period.

E. Handover of Advertisement Spaces



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Mahamandal Limited

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- i. PMPML shall handover to the Operator the Advertisement Spaces mentioned in Schedule A of this agreement, from the Appointed Date, on an "as-is- where-is basis" condition, peaceful physical possession of the Advertisement Space free from encumbrance, for the purpose of undertaking advertisement activities.
- ii. Pursuant to the preceding sub-article (a), the Operator shall, have the right to enter upon, occupy and use the same and to make at its costs, charges and expenses such investigation, installation and improvements in the Advertisement Space as may be necessary or appropriate to implement the Project in accordance with the provisions of this Agreement.

F. Rights, Title and Use of Project Facilities

- i. The Operator shall have the right to use the Advertisement Space for the purpose of implementing the Project in accordance with the provisions of this Agreement and for this purpose, it may regulate the entry into and use of the same by parties other than the parties to this Agreement.
- ii. The Advertisement Rights are not limited to the number of Advertisement Space mentioned under the Schedule A it may increase or decrease.
- iii. The ownership of the Advertisement Space shall exclusively remain with the Authority at all times during the Contract Period. No permanent/ temporary interests or lien of whatever nature is allowed to be created on the Advertisement Space.
- iv. The Operator shall not part with or create any Encumbrance on the whole or any part of the Advertisement Space save and except as set forth and permitted under this Agreement. The Operator shall not, without the prior written approval of the Authority, use the Advertisement Space for any purpose other




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than for the purpose of the Project and purposes incidental or ancillary thereto.

G. Applicable Permits

The Operator shall obtain and maintain the Applicable Permits and adhere to Applicable Law in such sequence as is consistent with the requirements of the Project. The Operator shall be responsible and shall be in compliance with the terms and conditions subject to which Applicable Permits have been issued.

4. Conditions Precedent

Responsibilities of the Operator

The Operator shall fulfil the following conditions precedent within 15 (fifteen) days from the Appointment Date:

- i. The Operator shall have executed a Performance Security as specified in RFP document.
- ii. The Operator shall have achieved the Financial Closure for the Project and established the necessary financial evidence.
- iii. The Operator shall have received the applicable permits and clearances, if any from concerned authorities under relevant laws applicable.

Responsibilities of the Authority

The Authority shall fulfill the following conditions precedent within 15 (fifteen) days from the Appointment Date:

- A. The Authority shall provide access rights to Operator for the Project Site.
- B. Submit copies of the resolution authorizing the Authority to execute the Agreement.
- C. The Authority shall only facilitate the Operator in obtaining timely approvals, permissions and authorizations for performance of obligations for the Project. All cost towards obtaining permissions and approvals shall be the sole responsibility of the Operator.

Cost of satisfying the conditions precedent



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The cost of satisfying the above conditions precedent shall be borne by the respective Parties responsible for satisfaction of the Conditions Precedent.

Non-fulfilment of the Conditions Precedent

- A. In case of non-fulfilment of the Conditions Precedent attributable to reasons beyond the control of the Operator or the Authority, the period for satisfaction of Conditions Precedent may be extended by mutual consent of the Operator or the Authority.
- B. If any of the conditions precedent contemplated in clauses above has not been satisfied in full or has not been waived, within the time stipulated or such extended time that the Parties may agree upon, then and in such event either party shall have the right to terminate this Agreement by 30 (thirty) days' notice in writing to the other party, given at any time thereafter, but prior to such conditions precedent being satisfied or waived, and if the conditions precedent are not satisfied or waived within such notice period, upon expiry of such notice, this Agreement shall terminate.
- C. If the Agreement is terminated due to non-satisfaction of Conditions Precedent set forth in clause above, then the Authority shall release the Performance Security.

5. Operator's obligations

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the Operator shall have the following obligations:

I. Financial Obligations

Performance Security

- A. The Operator shall, for due and punctual performance of its obligations hereunder relating to the project, deliver to the Authority, simultaneously with the execution of this Agreement, a bank guarantee in favor of Pune Mahanagar Parivahan Mahamandal Limited. The Payment Security shall be kept valid for the Contract Period or any such extended Period. The bank guarantee should be in the format as provided in Annexure - 6 of this RFP



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document. The Payment Security shall be for an amount equivalent to the 5th (Fifth) year's last six months Advertisement Fee.

B. Provided that if the Agreement is terminated due to any event other than an Operator event of default, the Performance Security if subsisting as of the termination date shall, subject to mutual decision to receive amounts, if any, due from the Operator under this Agreement, be duly discharged and released to the Operator.

C. The Operator shall keep the Performance Security replenished at all times at a level as specified in sub clause (a) above. Such replenishment may be required if the Authority has withdrawn/ deducted from the Performance Security owing to a default/ reimbursement of expenses which was initially borne by the Authority and the replenishment shall have to be done by the Operator within 5 (five) working days of the withdrawal by the Authority from the Performance Security. Failure to do so on part of the Operator shall result in an event of default by the Operator.

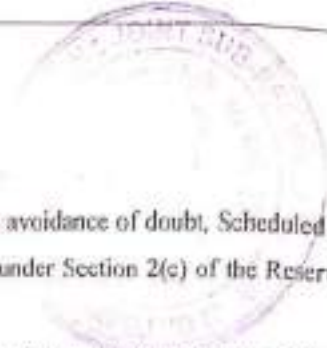
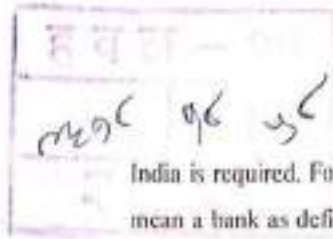
2. Obligations towards Advertisement Rights

- a. The Operator shall undertake a joint inspection along with the Authority of all the Advertisement Spaces as specified in Schedule A for the purpose of identifying any locations where the Operator is not able to display Advertisement. The Operator agrees that the decision of Chairman & Managing Director of the PMPML shall be binding to the Operator on excluding such Advertisement Spaces. The Operator unequivocally agrees not to seek any claim, compensation damages or any consideration whatsoever from the Authority in such event.
- b. The Operator cannot install or construct apart from the existing Advertisement Spaces mentioned in the Schedule A.
- c. Irrevocable Bank Guarantee issued by a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rs. One thousand crore) In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any Scheduled Bank in



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India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(c) of the Reserve Bank of India Act, 1934.

- d. The print usage in the advertising panels should be of fire retardant, low smoke, zero halogen material and comply with all Indian and international standards. The Operator must submit the print sample for the Authority's approval before placing the same inside the Advertisements Space. The Authority reserves the right at all times not to give such permission.
- e. The Operator shall maintain all the Advertisement Spaces in a proper, neat and clean condition i.e. Remove Unauthorised Hand Bills/Pamphlets on Busshelters during the Contract Period at his own cost. The Advertisement Spaces including lighting fixtures belongs solely to the Authority; the Operator shall not tamper with the same or change their configuration. The maintenance and replacement which includes but shall not be limited to change of light bulbs, chokes or any other electrical fittings shall be as per Good Industrial Practice. The cost of such replacements and maintenance shall be borne solely by the Operator. In case any Advertisement Space is damaged, the same will be replaced or as per the specifications provided by the authority. All cost in this connection shall also be borne solely by the Operator.
- f. The Operator shall take into account the following aspects while selecting advertisements for the Advertisement Spaces. The Advertisement must be as per the norms & laws in India.
 - i. The advertisement shall not carry any information or graphic or other items relating to alcohol and tobacco products.
 - ii. The advertisement shall have no objectionable and indecent portrays of people, products or any items.



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- iii. The use of the Authority's name, logo or title without the Authority's prior permission is strictly prohibited. No do-branding with the Authority is allowed, without prior written permission.
- iv. The Operator shall not put obscene advertisements showing vulgar pictures or the advertisements of drinks banned by the Government. The text and body of the advertisements will have to be approved by the Authority and in case there are objections, the same will have to be removed by Concessionaire.
- v. Advertisements of political nature are not allowed without prior written permission of the Authority.
- vi. The Authority shall have discretionary rights to remove any advertisement from the Advertisement Spaces at the cost of the Operator if by his opinion it is illegal or immoral.
- vii. The advertisement should be as per dimensions provided by the department only. If found to be exceeding the space given and approved in this RFP, it will lead to pay for the additional advertisement space on Pro-rata basis.
- viii. Operator to take care that while using the advertisement space, PMPML information should not hide. Eg: PMPML name, PMPML logo etc or any other information deemed as important by PMPML.
- g. The Operator shall take due concern that the Authority's day to day routine is not hindered due to the activities undertaken through this Agreement.
- h. The Operator shall comply with all the applicable laws of the land, regulating the advertisement/ display and the Authority cannot be held liable for any change/ modification in these laws which adversely affect this agreement. No claim or compensation on this account will be entertained.



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- i. All applicable taxes/Municipal Sky-Sign taxes applicable present or future for usage of Advertisement Spaces shall be borne by Operator.
- j. If there is any variation in the size and specifications of the Advertisement Spaces mentioned in Schedule A due to technical reasons then the Operator unequivocally agrees not to seek any claim, compensation damages or any consideration whatsoever from the Authority. However advertisement fees will change proportionately provided, operator has followed all terms and conditions of this agreement.
- k. The Operator shall pay additional proportionate payment of the Advertisement Fee in case of addition of Advertisement Space due to increase from the existing bus shelters or if any additional Advertisement Space is converted into an luminous Advertisement Space from an ordinary Advertisement Space as mentioned under Schedule A.
- l. The Operator shall take necessary permissions from respective authorities before displaying on the Advertisement Spaces in the areas of the Pune, Pimpri Chinchwad, Cantonment and other local authorities in Pune Metropolitan Region area. In the event, the permission for Advertisement is not granted by the any of these Authorities then Operator shall submit such proofs to the Authority. Failure to do so, there shall not be any adjustments to Advertisement Fee for such Advertisement Spaces.
- m. The colour combination displayed on the Advertisement Spaces shall be in accordance with I.R.C. (Indian Road Congress) guidelines for road-side advertising.
- n. The Authority shall have all rights to examine the test of advertisement and suggest modifications therein in the public interest. Such notifications or ruling shall be binding on the

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Operator and such advertisement shall be removed at the cost of Operator immediately after the notice.

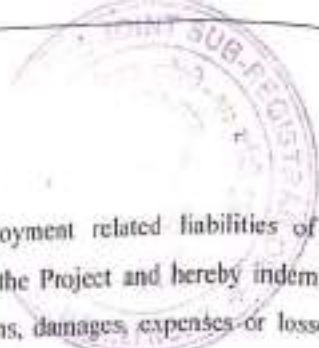
- a. The arrangement for painting of the advertisement boards shall be made by the Operator at its own expenses. Any arrangement of fixing, removing and carrying advertisement boards from the bus shelters shall be made by the Operator directly at its own expense.
- p. The Operator shall procure at its own expense boards for displaying advertisement on bus shelters. The Authority shall not be liable in any way for the loss, theft or damage caused to these boards.
- q. The Operator shall remove the Advertisement on all bus shelters and paint advertisement space as per the colour code specified and paint specification specified by the Authority within 15 (fifteen) days from the expiry or any early termination of the Agreement.
- r. The Operator shall make rectification at its own cost for any damages to the property of the Authority during the course of usage of the Advertisement Spaces within 3 (three) days from the notification by the Authority if not a force majeure. The rectification conducted by the Operator should be satisfactory to the Authority.
- s. It shall be the responsibility of the Operator to consider the safety of the public during the installation of the Installation Facilities, during executing the assigned advertisement rights.
- t. The Operator should provide a monthly Management Information System report (MIS) detailing the usage of the Advertisement Spaces including the names of the agencies advertised and the period of advertisement on the Advertisement Spaces, if demanded for its own usages.
- u. The Operator shall make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of its obligations under this Agreement and shall be solely responsible for compliance with all labour laws with subsequent amendments thereof and shall solely be liable for all



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possible claims and employment related liabilities of its staff employed in relation with the Project and hereby indemnifies the Authority against any claims, damages, expenses or losses in this regard and that in no case and shall for no purpose shall the Authority be treated as employer in this regard;

- v. The Operator shall pay all present & future Taxes, duties and outgoings, including utility charges relating to the Advertisement Space, as applicable time to time
- w. The Operator shall abide by the rules imposed by any Authority with respect to Advertisement on the Bus Shelters.
- x. The Operator shall not put Advertisement on any area of the bus shelter which are meant for dissemination of public information. In particular, such areas shall comprise of places of the Authority's logo. In case the Operator fails to adhere to this requirement, then the Authority shall have the right to remove from such places the Advertisement without any notice to the Operator. .
- y. The Operator shall construct at its own cost the structure frames at the locations as per the specification provided by the Authority within three months from the date of Work Order. Such structure frames shall be construction only after due permission from the relevant Authority. Such structure frames shall be transferred to the Authority free of cost and free from all encumbrances after expiry of the Agreement or any early termination.
- z. The operator should have a office in PMR region or should setup one within 180 days of issuing work order from PMPML
- aa. Incase of any unauthorized add stuck/painted on the advertising space as provided by PMPML, Operator to inform PMPML and as per instructions given PMPML and operator together to remove it subsequently.
- bb. The Operator shall construct at its own cost a steel structure box of MS steel material above the bus shelter mentioned for the purpose



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of lit Advertisement. The MS steel box structure shall be transferred to the Authority free of cost and free from all encumbrances after expiry of the Agreement or any early termination.

- i. During the course of the Contract Period, the Authority may convert the existing bus shelters mentioned under Schedule A into any type of bus-shelters. In such event, the Operator shall pay the Advertisement Fee to the Authority for such converted busshelters as per the average rate quoted for the new bus shelters. In such event, the Operator who has been awarded that location in the agreement will continue to have his rights on the location and shall pay the Advertisement Fee for that location as per the average rate quoted for that type of converted bus shelter.
- ii. The Operator may undertake operations and maintenance of the Project by itself or through a sub-contractor possessing requisite technical, financial and managerial expertise/capability; but in either case, the Operator shall remain solely responsible to meet the Project requirements.
- iii. The Operator shall have requisite organization and designate and appoint suitable officers/representatives as it may deem appropriate to supervise the project, to deal with the Authority and to be responsible for all necessary exchange of information required pursuant to this Agreement.
- iv. Upto 5% of the advertising space during the contract period should be reserved for any advertisements which PMPML may want to put up (at no additional cost to PMPML)

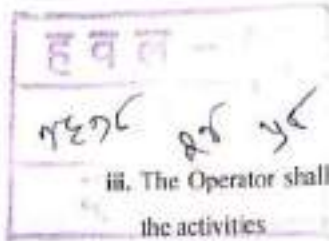
Obligations towards electricity usage

- i. The Operator shall duly pay the electric charges to the concerned electricity authority for the Advertisement Space.
- ii. The Operator shall provide proper earthing connection during electrification as per the applicable standards.



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iii. The Operator shall not misuse electricity for activity other than the activities

6. Taxes, Duties and Statutory Levies

The Operator shall pay in a timely manner all taxes, duties, levies, cess and charges including but not limited to Income Tax, GST, Sales Tax, Excise Duty, Customs Duty, Local Body Tax (LBT), Advertisement Tax and other rates and taxes that may be levied, claimed or demanded from time to time by any Government Authority including any increase therein effected from time to time from any Government Authority, in respect of the Project.

7. General obligations

The Operator shall at its own cost and expense:

- A. Investigate, study, operate and maintain the Project.
- B. Obtain all applicable permits as required by or under the applicable law and be in compliance thereof at all the times during the Contract Period;
- C. Shall indemnify the Authority in respect of any claims made against it (the Authority) in relation to the use of licenses, permits, and/or any intellectual property, used/required for the Project.
- D. Procure and maintain in full force and effect, as necessary appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used in or incorporated into the project.
- E. Make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of its obligations under this Agreement and shall be solely responsible for compliance with all labour laws and solely liable for all possible claims and employment related liabilities of its staff employed in relation with the project and hereby indemnifies the Authority against any claims, damages, expenses or losses in this regard and that in no case and shall for no purpose shall the Authority be treated as employer in this regard.
- F. Be responsible for all the health, security, environment and safety aspects of the project at all times during the Contract Period.

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- G. Shall at all times obtain and maintain necessary insurance, workmen compensation insurance policies throughout the Contract Period for the other employees deployed for this Project.
- H. Upon receipt of a request thereof, afford access to the Project Facilities to the authorized representatives of the Authority for the purpose of ascertaining compliance with the terms, covenants and conditions of this Agreement.
- I. Pay all taxes, duties, outgoings relating to the Project.
- J. Establish a standard protocol for addressing complaints from persons in the Project Area to the satisfaction of the authority.

No breach of obligations

The Operator shall not be considered to be in breach of its obligations under this Agreement nor shall it incur or suffer any liability if and to the extent performance of any of its obligations under this Agreement is affected by or on account of any of the following:

- A. Force Majeure event, subject to clause in this agreement
- B. The Authority's event of default
- C. Compliance with the instructions of the the Authority or the directions of any government agency other than instructions issued as a consequence of a breach by the Operator of any of its obligations hereunder.
- D. Closure of the Project or part thereof with the approval of the the Authority.

8. The Authority's Obligations

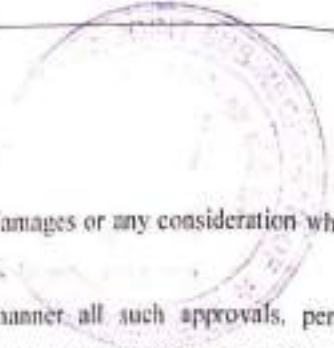
In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the Authority shall have the following obligations:

- A. Shall undertake a joint inspection along with the Operator of all the Advertisement Spaces or as deemed fit by PMPML at given point of time, for the purpose of identifying any locations where the Operator is not able to display Advertisement. The Operator agrees that the decision of CMD of the PMPML shall be binding to the Operator on excluding such Advertisement Spaces. The Operator unequivocally agrees not to seek




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any claim, compensation damages or any consideration whatsoever from the Authority in such event.

- B. Shall grant in a timely manner all such approvals, permissions and authorizations which the Operator may require or is obliged to seek from the Authority under its Agreement, in connection with implementation of the Project and the performance of its obligations.
- C. Where appropriate provide necessary assistance to the Operator in securing applicable permits;
- D. Observe and comply with all its obligations set forth in this Agreement.

Advertisement Fee Payment

- A. Subject to the provisions of this Agreement and in consideration of the Operator accepting the advertisement rights and undertaking to perform and discharge its obligations in accordance with the terms, conditions and covenants set forth in this Agreement, the Operator shall pay to the Authority the Advertisement Fee per month.
- B. The Operator shall pay to the Authority the Advertisement Fee in advance on/ before 7th (seventh) calendar day of each month.
- C. The first month Advertisement Fee of all the available bus shelters shall be paid by the Operator at the time of signing of the Agreement. Regular payment for bus shelters commence from the date mentioned in Work Order of issuance of work order.
- D. The Operator shall be liable to pay the agreed Advertisement Fee amount to the Authority regardless of the Operator utilizing the Advertisement Spaces allotted by the Authority.
- E. In the event, the bus shelters mentioned under Schedule A are removed by any Authority for a temporary or a permanent period, then the Operator shall not be liable to pay Advertisement Fee proportionately to the Authority for such number of days. The Operator unequivocally agrees not to seek any claim, compensation damages or any consideration whatsoever from the Authority in such event.

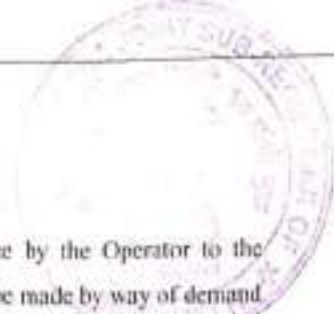
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- F. All payments towards the Advertisement Fee by the Operator to the Authority, will be paid in advance and it shall be made by way of demand draft / Cheque from a Bank in favor of, "Pune Mahanagar Parivahan Mahamandal Limited" payable at Pune by the 7th (seventh) calendar day of every month.
- G. The Operator shall pay the Advertisement Fee along with the applicable GST. The Authority shall pay this GST to the Government of India or any other competent authority.
- H. All applicable taxes and charges including Municipal/ RTO / GST etc. applicable on usage of advertisement spaces shall be paid extra by the Operator at the prevailing rates to the concerned authorities.
- I. Any delay in making Advertisement Fee shall in addition and without prejudice to any other consequences under this Agreement, entail payment of interest on the amount in default at 15% (fifteen percent) per month calculated for the duration of delay.

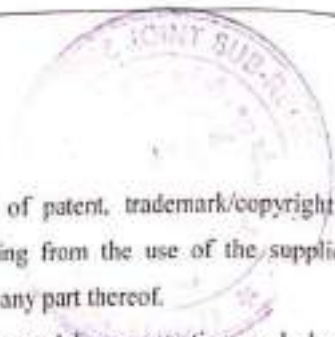
9. Indemnity

- A. The Operator agrees to indemnify and hold harmless the Authority and its officers and employees (each known as "the Authority Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all losses, claims, damages, liabilities, costs (including reasonable attorneys' fees and disbursements) and expenses (collectively known as "Losses") to which the Authority Indemnified Party may become subject, insofar as such Losses directly arise out of, in any way relate to, or result from:
- any negligence or wrongful act or omission by the Operator or the Operator's Team or any third party associated with Operator in connection with or incidental to this Contract; or
 - any breach of any of the terms of the Operator's Bid as agreed, the Tender and this Contract by the Operator, the Operator's Team or any third party.



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- iii. any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied goods and related services or any part thereof.
- iv. against any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, and movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits

B. Any payment made under this Agreement pursuant to an indemnity or claim for breach of any provision of this Agreement shall be net of applicable Taxes.

10. Force Majeure

Definition of Force Majeure

Force Majeure shall mean any event or circumstance or combination of events or circumstances set out below that materially and adversely affects any Party in the performance of its obligations in accordance with the terms of this Agreement, but only if and to the extent that such events and circumstances are not within the affected Party's reasonable control, and/or the effects of which the affected Party could not have prevented through prudent business practices or, through reasonable skill and care, including through the expenditure of reasonable sums of money;

- A. the effect of any natural element or other Act of God, including, but not limited to any rain storm leading to flooding of the Project Area, lightning, earthquake, cyclone or other natural disaster;
- B. fire or explosion, each case not being due to (a) inherent defects of the equipment comprising the Project (b) the failure to operate the Project in accordance with prudent business practices or (c) circumstances within the reasonable control of the affected Party's contractors;
- C. act of war (whether declared or undeclared), sabotage, terrorism or act of public enemy, (including the acts of any independent unit or individual engaged in activities in furtherance of a program of irregular warfare), acts of belligerents or foreign enemies (whether accorded diplomatic recognition or not), blockades, civil disturbance, revolution.

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rebellion or insurrection, exercise of military or usurped power, or any attempt at usurpation of power;

- D. strikes, labour disruptions or any other industrial disturbances in Pune City as a whole and not specific to the Project which restrict the Operator from performing his duties;
- E. any governmental Agency's unreasonable delay, denial or refusal to grant or renew or any unreasonable revocation of any required permit, license, approval or authorization, including Governmental Authorizations, provided that such adverse governmental action or inaction did not result from the Operator's non-compliance with any applicable law or any condition to the granting or maintenance of any such permit, license, approval or authorization that was in effect on the date of signing this Agreement;
- F. the expropriation or compulsory acquisition by any Government Agency of (a) any shares in the Project Company if the result would be to acquire control of the subject Project Company or (b) any assets or rights of the Project Company.
- G. early termination of this Agreement by the Authority for reasons of national security or national emergency

Exclusions from Force Majeure

Force Majeure shall expressly not include the following conditions, except to the extent resulting from a Force Majeure:

- A. Unavailability, late delivery of equipment, materials, spare parts or consumables for the Project;
- B. A delay in the performance of any contractor or supplier
- C. Non-performance resulting from normal wear and tear typically experienced in a Project of this kind; and non-performance caused by, or connected with, the non-performing Party's (a) negligent or intentional acts, errors or omission (b) failure to comply with any of the Laws of India, or (c) breach of, or default under this Agreement.



[Signature]
JOINT MANAGING DIRECTOR
Pune Mahasagar Parivahan
Mahayana Limited

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D. Operator shall not be liable to pay advertisement fees during the force majeure period.

Notification Obligations

The Party claiming the Force Majeure shall inform the other Party of any event or circumstance of Force Majeure as soon as reasonably practicable. The affected Party shall thereafter furnish weekly reports with respect to its progress in overcoming the adverse effects of such event or circumstance and as soon as reasonable practicable shall submit to the other Party information supporting the claim for relief under this clause.

The Party claiming Force Majeure shall give notice to the other Party of the cessation of the relevant event or circumstance of Force Majeure and the cessation of the effects of such event or circumstance of Force Majeure on the enjoyment by such Party of its rights or the performance by such Party of its obligations under this Agreement as soon as practicable after becoming aware of such cessation.

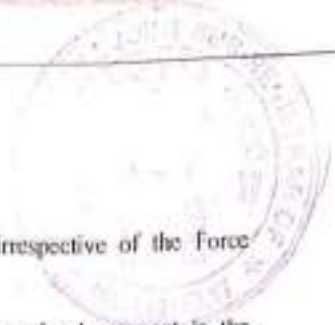
Consequences of Force Majeure

- A. Neither Party shall be responsible or liable for or deemed in breach thereof because of any failure or delay in complying with its obligations under or pursuant to this Agreement solely due to one or more Force Majeure or its or their effects or by any combination thereof, and the periods allowed for the performance by the Parties of such obligation(s) shall be extended on a day-for-day basis; provided, however, that no relief shall be granted to the Party claiming Force Majeure pursuant to this clause to the extent that such failure or delay would have nevertheless been experienced by that Party had such Force Majeure not occurred.
- B. Except as otherwise provided in this clause, any time period specified for the performance of any obligation hereunder by the affected Party shall be extended by a period equal to the duration of the Force Majeure event or circumstance provided that the affected Party shall not be entitled to any such extension to the extent that such delay or




JOINT MANAGING DIRECTOR
Pune Metro Rail Parvahan
Maharashtra Limited

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failure to perform would have occurred, irrespective of the Force Majeure event or circumstance.

C. Either Party shall have the right to terminate the Agreement in the event of pendency of the Force Majeure conditions for a consecutive period of 120 (one hundred and twenty) days.

II. Events of default and termination

Events of default

Event of default shall mean either Operator event of default or the Authority event of default or both as the context may admit or require.

A. Operator event of default

Any of the following events shall constitute an event of default by the Operator ("Operator event of default") unless such event has occurred as a result of one or more reasons as follows:

- i. The Operator has failed to implement the Project during the Commissioning Period or any extended period permitted by the Authority;
- ii. The Operator has failed to replenish the Performance security within 5 (five) working days of the encashment by the Authority of the earlier Performance Security;
- iii. The Operator has failed to make Advertisement Fee payments or any other payments due to the Authority within provided time line and more than 30 (thirty) days have elapsed since such payment default;
- iv. The Operator has failed to adhere to aspects defined under clauses mentioned in the agreement.
- v. Any representation made or warranty given by the Operator under this Agreement is found to be false or misleading;
- vi. The Operator has abandoned the Project;
- vii. The Operator is found interfering or causing damage to the properties of the Authority or others



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JOINT MANAGING DIRECTOR
Pune Mahanagar Parivahan
Mahamandal Limited.

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viii. The Operator has unlawfully repudiated this Agreement or has otherwise expressed an intention not to be bound by this Agreement;

ix. The Operator has suffered an attachment levied on any of its assets which has caused or is likely to cause a material adverse effect on the project and such attachment has continued for a period exceeding 90 (ninety) days.

B. The Authority event of default

Any of the following events shall constitute an event of default by the Authority ("the Authority" event of default), unless caused by an Operator event of default or a force majeure event:

- i. The Advertisement Space has not been handed over to the Operator within 15 (Fifteen) days from the Appointed Date.
- ii. The Authority is in material breach of any of its obligations under this Agreement and has failed to cure such breach within 60 (sixty) days of receipt of notice thereof issued by the Operator.
- iii. The Authority has unlawfully repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement;
- iv. Any representation made or warranties given by the Authority under this Agreement has been found to be false or misleading.

12. Termination due to event of default

a) Termination notice

If a party having become entitled to do so decide to terminate this Agreement pursuant to the preceding sub clause (a) or (b), it shall issue termination notice setting out:

- i. In sufficient detail the underlying event of default;
- ii. The termination date, which shall be a date occurring not earlier than 30 (thirty) days from the termination notice;
- iii. The estimated termination payment including the details of computation thereof; and,

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JOINT MANAGER & DIRECTOR
Pune Municipal Corporation
Maharashtra Limited

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- iv. Any other relevant information
- v. If arbitration has been invoked after termination notice has been served then till the Arbitration is decided the contract can continue with mutual consent.

b) Withdrawal of termination notice

Notwithstanding anything inconsistent contained in this Agreement, if a party who has been served with the termination notice cures the underlying event of default to the satisfaction of the other party at any time before the termination occurs, the termination notice shall be withdrawn by the party which had issued the same. Provided that the party in breach shall compensate the other party for any direct costs/consequences occasioned by the event of default which caused the issue of termination notice.

13. Termination Payments and Rights of Parties on termination

a. Operator event of default

- i. The Operator shall be liable to pay 6 (Six) months Advertisement Fee commencing from the date of the Termination Notice.
- ii. The Authority shall be entitled to appropriate the amounts in the Payment Security, if clause 13 a (i) not followed.
- iii. The Authority shall enter upon and take possession and control of the Project and Project Facilities;
- iv. The Authority shall prohibit the Operator and any person claiming through or under the Operator from using/dealing with the Project; since the date of termination.

b. The Authority event of default

If the Agreement is terminated due to the Authority Event of Default, the Payment Security if subsisting as of the Termination Date shall, subject to Authority's right to receive amounts, if any, due from the Operator under this Agreement, be duly discharged and released to the Operator.

Notwithstanding anything contained in this Agreement, the Authority shall not, as a consequence of termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of



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JOINT MANAGING DIRECTOR
Pune Mahanagar Parivahan
Mahamandal Limited

employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Operator in connection with the Project, and the handover of the Project and Project Facilities by the Operator to the Authority shall be free from any such obligation.

14. Hand back and Transfer Requirements

Ownership

Without prejudice and subject to the Agreement, the ownership of the Project Facilities including all modifications, renovations and improvements made therein by the Operator, shall at all times remain that of the Authority.

Operator's Obligations

The Operator shall at the end of the Contract Period hand back peaceful possession of the Project Facilities including fixed assets, improvements made therein by the Operator, to the Authority free of cost and in good operable condition.

- a. At least 6 (six) months before the expiry of the Contract Period a joint inspection of the Project Facilities shall be undertaken by the Authority and the Operator. The Authority shall, within 15 (Fifteen) days of such inspection prepare and furnish to the Operator a list of works/ jobs, if any, to be carried out. The Operator shall promptly undertake and complete such works/ jobs at least 3 (three) months prior to the expiry of the Contract Period and ensure that the Project Facilities continue to meet such requirements until the same are handed back to the Authority.
- b. The Authority shall within 15 (Fifteen) days of the joint inspection undertaken under preceding clause prepare and furnish to the Operator a list of items, if any, with corresponding distinctive descriptions, which are to be handed back to the Authority.
- c. The Operator hereby acknowledges the Authority's rights specified in this agreement enforceable against it upon Termination and its




JOINT MANAGING DIRECTOR
Pema Mahanagar Parivahan
Maharajal Limited

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corresponding obligations arising thereof. The Operator undertakes to comply with and discharge promptly all such obligations.

The Authority's Obligations

The Authority shall, subject to its right to deduct amounts from the Performance Security towards:

- a. Carrying out works/ jobs listed under clauses above, which have not been carried out by the Operator
 - b. Purchase of items, which have not been handed back to the Authority in terms of Clause above and
 - c. Any outstanding dues, which may have accrued in respect of the Project during the Contract Period
- Duly discharge and release to the Operator, the amounts in the Performance Security account or balance therein after deductions in respect to a), b) and c) above, as the case may be, upon issuance of certificate from Project Officer regarding compliance by the Operator with the Hand back and Transfer Requirements.

15. Dispute resolution

Amicable Resolution

- a. Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement, including those arising with regard to acts, decision or opinion of the Project Officer (the "Dispute") shall in the first instance be attempted to be resolved amicably.
- b. Any dispute or difference or controversy between the Operator and the officers of the Authority regarding interpretation of the terms and conditions of the Agreement, penalties, amount due etc., the matter shall be first referred to the Chairman and Managing Director of PMPML.

Settlement of Disputes

The performance of the contract is governed by the terms and conditions of the contract, in case disputes arise between the parties regarding any matter under the contract, either Party of the contract may send a written



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Pune Mahanagar Parivahan
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Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party.

16. Arbitration

- a. In the case of dispute arising, upon or in relation to, or in connection with the contract between authority and the Operator, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Any dispute shall be referred to sole arbitrator, the name of whom shall be recommended by CMD of PMPML for which the operator's consent would be required. The operator will have an option to ask the Authority to recommend the name of a sole arbitrator other than the name suggested. The appointment of sole arbitrator will be then a mutual decision of parties as per provisions of Arbitration Act.
- b. The venue of arbitration shall be registered office of PMPML, situated at Pune, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be either in English or Marathi as mutually decided by the parties.
- c. The decision of the Sole arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by authority and the operator. However, the expenses incurred by each party in connection to the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

Any dispute or difference in the matter will be subject to the jurisdiction of civil court, Pune.



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Pune Mahanagar Parivahan
Mahasanghal Limited

17. Performance during dispute

Pending the resolution of any dispute, the parties shall continue to perform their respective obligations under this Agreement without prejudice to a final adjustment in accordance with such resolution.

Change in Law

Change in law shall mean the occurrence or coming into force of any of the following, after the Appointed Date:

- i. The enactment of any new Indian law;
- ii. The repeal, modification or re-enactment of any existing Indian law;
- iii. A change in the interpretation or application of any Indian law by a court of record. Provided that change in law shall not include
 - Coming into effect, after the Appointed Date, of any provision or statute which is already in place as of the Appointed Date,
 - Any new law or any change in the existing law under the active consideration of or in the contemplation of any government as of the Appointed Date which is a matter of public knowledge,
 - Any change in the rates of taxes

18. Representations and warranties

Representations and warranties of the Operator

- a. The Operator represents and warrants to the Authority that: It is duly organized, validity existing and in good standing under the laws of India;
- b. It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- c. It has taken all necessary corporate and other action under applicable laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
- d. It has the financial standing and capacity to undertake the project;
- e. This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;




JOINT MANAGING DIRECTOR
Pune Mahanagar Parivahan
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The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Operator's memorandum and articles of association or any applicable laws or any covenant, Agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected;

- e. It has complied with all applicable laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have material adverse effect;
- f. Subject to the receipt by the Operator from the Authority of any amount due under any of the provisions of this Agreement, in the manner and to the extent provided for under the applicable provisions of this Agreement all rights and interests of the Operator in and to the Project shall pass to and vest in the Authority on the termination date free and clear of all encumbrances without any further act or deed on the part of the Operator or the Authority
- g. No representation or warranty by the Operator contained herein or in any other document furnished by it to the Authority or to any government agency in relation to applicable permits contains or will contain any untrue statement of material fact or omits or will omit to state material fact necessary to make such representation or warranty not misleading.
- h. No bribe or illegal gratification has been paid or will be paid in cash or kind by or on behalf of the Operator to any person to procure the Contract.
- i. Without prejudice to any express provision contained in this Agreement, the Operator acknowledges that prior to the execution of this Agreement, the Operator has after a complete and careful examination made an independent evaluation of the project requirements and the information provided by the Authority, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be



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JOINT MANAGING DIRECTOR
Pune National Corporation
Maharashtra Limited

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faced by the Operator in the course of performance of its obligations hereunder.

- I. The Operator also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that the Authority shall not be liable for the same in any manner whatsoever to the Operator.

Representations and warranties of the Authority

The Authority represents and warrants to the Operator that:

- a. The Authority has full power and authority to grant the Contract;
- b. The Authority has taken all necessary action to authorise the execution, delivery and performance of this Agreement;
- c. This Agreement constitutes the Authority legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

Obligation to notify change

In the event that any of the representations or warranties made/given by a party ceases to be true or stands changed, the party who had made such representation or given such warranty shall promptly notify the other of the same in writing.

19. Miscellaneous

Assignment and charges

- a. The Operator shall not assign in favor of any person this Agreement or any part of this agreement, the rights, benefits and obligations hereunder save and except with prior consent of the Authority.
- b. The Operator shall not create nor shall permit to subsist any encumbrance over the Project Facilities except with prior consent in writing of the Authority, which consent the Authority be entitled to decline without assigning any reason whatsoever.

20. Governing law and jurisdiction

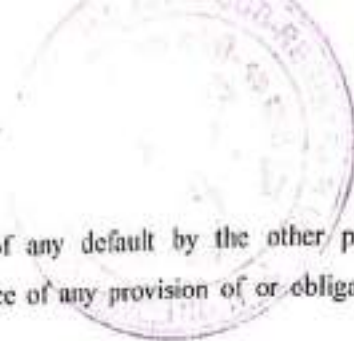
This Agreement shall be governed by the laws of India. The Courts at Pune shall have jurisdiction over all matters arising out of or relating to this Agreement.



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MANAGING DIRECTOR
Pune Mahanagar Parivahan
Maharashtra Limited

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Waiver



- a. Waiver by either party of any default by the other party in the observance and performance of any provision of or obligations under this Agreement:
- Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
 - Shall not be effective unless it is in writing and executed by a duly authorized representative of such party; and
 - Shall not affect the validity or enforceability of this Agreement in any manner.
- b. Neither the failure by either party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a party to the other party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

Survival

Termination of this Agreement :

- Shall not relieve the Operator or the Authority of any obligations already incurred hereunder which expressly or by implication survives termination hereof, and
- except as otherwise provided in any provision of this Agreement expressly limiting the liability of the either party, shall not relieve the either party of any obligations or liabilities for loss or damage to the other party arising out of or caused by acts or omissions of such party prior to the effectiveness of such termination or arising out of such termination.

21. Amendments :

Any Agreement and the schedules together constitute a complete and exclusive understanding of the terms of the Agreement between the parties on the subject thereof and no amendment or modification hereto will be valid and effective unless agreed to by all the parties hereto and evidenced in writing.



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JOINT MANAGING DIRECTOR
Pune Mahanagar Parivahan
Maharashtra Limited

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Notices

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized international courier, speed Post, mail, telex or facsimile transmission and delivered or transmitted to the parties at their respective addresses set forth below:

If to the Authority:

The CMD

Pune Mahanagar Parivahan Mahamandal Limited

If to the Operator:

The Chief Executive Officer/Director

_____ Limited

Or such address, telex number or facsimile number as may be duly notified by the respective parties from time to time, and shall be deemed to have been made or delivered. In the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address, and In the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

Severability

If for any reason whatsoever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the parties shall negotiate in good faith with a view to agreeing



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JOINT MANAGING DIRECTOR
Pune Mahanagar Parivahan
Mahamandal Limited

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upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions as nearly as is practicable. Provided that the failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

No partnership

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the parties. Neither party shall have any authority to bind the other in any manner whatsoever.

Language

All notices required to be given under this Agreement and all communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in Marathi or English language.

Exclusion of implied warranties etc.

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other Agreement between the parties and any representation by any party not contained in a binding legal Agreement executed by the parties.

Counterparts

This Agreement may be constituted in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only one Agreement.

Costs

The Operator shall bear all the costs related to the signing and registration of this Agreement including but not limited to stamp duties and registration charges.

Taxes and Duties

The successful Operator shall be entirely responsible for all taxes (GST etc.), stamp duties, license fees, and other such levies imposed. The bidder shall be entirely responsible for all taxes, stamp duties, license fees etc. excluding service tax which shall be paid by PMPML as applicable separately.



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JOINT MANAGING DIRECTOR
Pune Mahanagar Parivahan
Mahasabha Limited

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Confidential Information

The TIA and the Operator shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

TIA shall not use such documents, data, and other information received from the successful bidder for any purposes unrelated to the Contract. Similarly, the successful bidder shall not use such documents, data, and other information received from TIA for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

Change in laws and Regulations

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the successful bidder has thereby been affected in the performance of any of its obligations under the Contract.

Assignment

Neither the TIA nor the Operator shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

Power to waive Fines

The power to waive fines and penalty vests with Chairman & Managing Director, PMPML, Pune, Maharashtra.



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JOINT MANAGING DIRECTOR
Pune Mahanagar Parivahan
Maharashtra Limited

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED



[Handwritten signature]

For and on behalf of the Authority by:



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For and on behalf of the Operator by:

Signature

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Name

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Designation

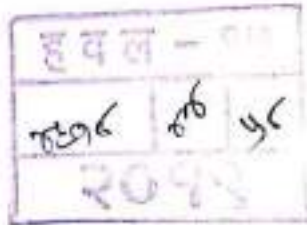
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In the presence of:



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JOINT MANAGING DIRECTOR
Pune Manager Park Road
Maharashtra Limited

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Schedule A: Details of Advertisement spaces of BRT Bus Shelters

SN	NAME OF THE ROAD	LOCATION	Avg. Sq.Ft.	Per Month Advt. Fee
1	Swargate-Hadapsar Road	Vaidwadi Up	626	19100
2	Swargate-Hadapsar Road	Vaidwadi Up	626	19100
3	Swargate-Hadapsar Road	Vaidwadi Dn	626	19100
4	Swargate-Hadapsar Road	Vaidwadi Dn	626	19100
5	Swargate-Hadapsar Road	Ramtakadi Up	626	19100
6	Swargate-Hadapsar Road	Ramtakadi Up	626	19100
7	Swargate-Hadapsar Road	Kalubai Up	626	19100
8	Swargate-Hadapsar Road	Kalubai Up	626	19100
9	Swargate-Hadapsar Road	Kalubai Dn	626	19100
10	Swargate-Hadapsar Road	Kalubai Dn	626	19100
11	Swargate-Hadapsar Road	Kirloskar Numatic Up	626	19100
12	Swargate-Hadapsar Road	Kirloskar Numatic Up	626	19100
13	Swargate-Hadapsar Road	Kirloskar Numatic Dn	626	19100
14	Swargate-Hadapsar Road	Kirloskar Numatic Dn	626	19100
15	Swargate-Hadapsar Road	Ramtakadi Dn	626	19100
16	Swargate-Hadapsar Road	Ramtakadi Dn	626	19100
17	Sangamwadi to Vishrantwadi	Sangamwadi Up	626	19100
18	Sangamwadi to Vishrantwadi	Sangamwadi Dn	626	19100
19	Sangamwadi to Vishrantwadi	Central School	626	19100
20	Sangamwadi to Vishrantwadi	Deccan College	626	19100
21	Sangamwadi to Vishrantwadi	Ambedkar Society	626	19100
22	Sangamwadi to Vishrantwadi	Homeguard Office	626	19100
23	Sangamwadi to Vishrantwadi	Fule Nagar	626	19100
24	Sangamwadi to Vishrantwadi	Mental Corner	626	19100
25	Sangamwadi to Vishrantwadi	Vishrantwadi	626	19100



(Signature)

JOINT MANAGING DIRECTOR
Pune Mahanagar Parivahan
Maharashtra Limited

SN	NAME OF THE ROAD	LOCATION	Avg. Sq.Ft.	Per Month Advt. Fee
26	Yerwada to Apale Ghar	Yerwada	626	19100
27	Yerwada to Apale Ghar	Gunjan Corner	626	19100
28	Yerwada to Apale Ghar	Wadia Bunglow	626	19100
29	Yerwada to Apale Ghar	Shastrinagar	626	19100
30	Yerwada to Apale Ghar	Ramwadi Jakatnaka	626	19100
31	Yerwada to Apale Ghar	Wadgaonsheri Fata	626	19100
32	Yerwada to Apale Ghar	Virinnagar Corner	626	19100
33	Yerwada to Apale Ghar	Dharmanagar/ 5th Mile	626	19100
34	Yerwada to Apale Ghar	TATA Guardroom	626	19100
35	Yerwada to Apale Ghar	Chandannagar	626	19100
36	Yerwada to Apale Ghar	Kharadi By-Pass	626	19100
37	Yerwada to Apale Ghar	Janakbaba Darga	626	19100
38	Yerwada to Apale Ghar	Wagheli Jakatnaka	626	19100
39	Sangvi Fata To Kiwale	Sangvi Fata	626	19100
40	Sangvi Fata To Kiwale	Aundh Hospital	626	19100
41	Sangvi Fata To Kiwale	Rakshak Chowk	626	19100
42	Sangvi Fata To Kiwale	Wakad Fata	626	19100
43	Sangvi Fata To Kiwale	Jagtap Dairy	626	19100
44	Sangvi Fata To Kiwale	Shivrajnagar	626	19100
45	Sangvi Fata To Kiwale	Kalewadi Fata	626	19100
46	Sangvi Fata To Kiwale	Santoshnagar/16 No.	626	19100
47	Sangvi Fata To Kiwale	Laxmannagar	626	19100
48	Sangvi Fata To Kiwale	Dange Chowk	626	19100
49	Sangvi Fata To Kiwale	Dairy Farm/Raghunandan	626	19100
50	Sangvi Fata To Kiwale	Pawar Vasti	626	19100
51	Sangvi Fata To Kiwale	Tathawade Chowk	626	19100
52	Sangvi Fata To Kiwale	Punawale Corner Up	626	19100
53	Sangvi Fata To Kiwale	Punawale Corner Dn	626	19100



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 JOINT MANAGING DIRECTOR
 Pune Mahanagar Parivahan
 Mahanagar Limited

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SN	NAME OF THE ROAD	LOCATION	Avg. Sq.Ft.	Per Month Advt. Fee
82	Dapodi To Nigdi	H A Company	626	19100
83	Dapodi To Nigdi	Kharalwadi	626	19100
84	Dapodi To Nigdi	Pimpri	626	19100
85	Dapodi To Nigdi	Finolex	626	19100
86	Dapodi To Nigdi	Empire Estate	626	19100
87	Dapodi To Nigdi	Chinchwad Station	626	19100
88	Dapodi To Nigdi	Jayashri Talkies	626	19100
89	Dapodi To Nigdi	Kalbhornagar	626	19100
90	Dapodi To Nigdi	Akuri Chowk	626	19100
91	Dapodi To Nigdi	Bajaj Auto	626	19100
92	Dapodi To Nigdi	Pradhikaran Corner	626	19100
93	Dapodi To Nigdi	Pradhikaran Corner	626	19100
94	Dapodi To Nigdi	Bajaj Auto	626	19100
95	Dapodi To Nigdi	Akuri Chowk	626	19100
96	Dapodi To Nigdi	Kalbhornagar	626	19100
97	Dapodi To Nigdi	Jayashri Talkies	626	19100
98	Dapodi To Nigdi	Chinchwad Station	626	19100
99	Dapodi To Nigdi	Empire Estate	626	19100
100	Dapodi To Nigdi	Finolex	626	19100
101	Dapodi To Nigdi	Pimpri	626	19100
102	Dapodi To Nigdi	Kharalwadi	626	19100
103	Dapodi To Nigdi	H A Company	626	19100
104	Dapodi To Nigdi	Valabh Nagar	626	19100
105	Dapodi To Nigdi	Nashikata Bridge	626	19100
106	Dapodi To Nigdi	Kasarwadi	626	19100
107	Dapodi To Nigdi	Atlas Copco	626	19100
108	Dapodi To Nigdi	Phugewadi Jekatraka	626	19100
109	Dapodi To Nigdi	Phugewadi	626	19100



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JOINT MANAGING DIRECTOR
Pune Metro Rail Parivahan
Maharashtra Limited

3095

-2026 नव 45

SN	NAME OF THE ROAD	LOCATION	Avg. Sq.Ft.	Per Month Advt. Fee
54	Sangvi Fata To Kiwale	Pumping Station Up	626	19100
55	Sangvi Fata To Kiwale	Pumping Station Dn	626	19100
56	Sangvi Fata To Kiwale	Ravet Chowk Up	626	19100
57	Sangvi Fata To Kiwale	Ravet Chowk Dn	626	19100
58	Sangvi Fata To Kiwale	Vitbhatti Up	626	19100
59	Sangvi Fata To Kiwale	Vitbhatti Dn	626	19100
60	Nashikfata To Wakad	Nashikfata Bridge	626	19100
61	Nashikfata To Wakad	Kalpatru Society	626	19100
62	Nashikfata To Wakad	Sudarshannagar Chowk	626	19100
63	Nashikfata To Wakad	Yeshwanalnagar Chowk	626	19100
64	Nashikfata To Wakad	Govind Yeshada Chowk	626	19100
65	Nashikfata To Wakad	Bhise Park	626	19100
66	Nashikfata To Wakad	Nisarga Nirmili	626	19100
67	Nashikfata To Wakad	Kokane Chowk	626	19100
68	Nashikfata To Wakad	Shiwar Chowk	626	19100
69	Nashikfata To Wakad	Sai Chowk	626	19100
70	Nashikfata To Wakad	Fule Garden	626	19100
71	Nashikfata To Wakad	Kaspate Chowk	626	19100
72	Nashikfata To Wakad	Yeshoda Garden	626	19100
73	Nashikfata To Wakad	Mankar Chowk	626	19100
74	Nashikfata To Wakad	Wakad Chowk	626	19100
75	Dapodi To Nigdi	Dapodi	626	19100
76	Dapodi To Nigdi	Phugewadi	626	19100
77	Dapodi To Nigdi	Phugewadi Jakathnaka	626	19100
78	Dapodi To Nigdi	Atlas Copco	626	19100
79	Dapodi To Nigdi	Kasarwadi	626	19100
80	Dapodi To Nigdi	Nashk Phata	626	19100
81	Dapodi To Nigdi	Vallabh Nagar	626	19100

45



Deena

JOINT MANAGING DIRECTOR
Pune Mahanagar Parivahan
Mahamandal Limited

हवल -

२६७८७९५५

Schedule B: Advertisement Fee Payment

Particulars	Per Month Advertisement Fee in Indian Rupees	Due Date of Payment
Per Month Advertisement Fee during the 1 st Year of the Contract Period	21,01,000/-	Payable before the 7 th calendar day of each Month
Per Month Advertisement Fee during the 2 nd Year of the Contract Period	23,11,000/-	Payable before the 7 th calendar day of each Month
Per Month Advertisement Fee during the 3 rd Year of the Contract Period	25,42,210/-	Payable before the 7 th calendar day of each Month
Per Month Advertisement Fee during the 4 th Year of the Contract Period	27,96,431/-	Payable before the 7 th calendar day of each Month
Per Month Advertisement Fee during the 5 th Year of the Contract Period	30,76,074/-	Payable before the 7 th calendar day of each Month

- The per-month Advertisement Fee shall be paid by the Operator to PMPML within 7 (Seven) days before the due date of Advertisement Fee.
- The first instalment shall be paid at the time of the signing of the Agreement.



[Signature]
JOINT MANAGING DIRECTOR
Pune Mahanagar Parivahan
Mahamandal Limited

12/20/20 40/40

EN	NAME OF THE ROAD	LOCATION	Avg Sq.Ft.	Per Month Advt. Fee
110	Dapodi To Nigdi	Dapodi	620	19100
Total				2101000

47

Arshad Khan



Arshad Khan

JOINT MANAGING DIRECTOR
Pune Mahanagar Parivahan
Mahamandal Limited

हवल - ११

२६१५ ५१ ५८

Schedule C : Penalties



Basis of Penalty	Penalty Benchmark	Time duration to rectify the fault/error	Unit for each occurrence
If advertise is pointed/stuck beyond specified area	Each Incident	Receipt of notice to rectification of error, reply within 5 days. If reply is not satisfactory, then 7 days	If vendor failed to rectify the error within 7 days, penalty of one month rent per respective shelter
If Agency shall display any advertisement as mentioned in "Obligations towards Advertisement Rights" under section 5.5 of this RFP	Each Incident	Receipt of notice to rectification of error, reply within 5 days. If reply is not satisfactory, then 7 days	If vendor failed to rectify the error Rs.1000/- per day per respective shelter.
Defacing of advertisement	Each Incident	Receipt of notice to rectification of error, reply within 5 days. If reply is not satisfactory, then 7 days	If vendor failed to rectify the error the following penalty would be imposed. 1) After defacing of advertisement Agency fails to maintain the color scheme then penalty is Rs.5000/- per respective shelter. 2) After the end of license period the Agency shall remove advertisement within seven days. Failing which Rs.3000/- is penalty per respective shelter per day and same shall be recovered from security deposit



Beas

JOINT MANAGING DIRECTOR
Pune Mahanagar Palika
Mahamandal Limited

पुणे महानगर परिवहन महामंडळ लिमिटेड

PUNE MAHANAGAR PARIVAN MAHAMANDAL LIMITED

पोस्टल बिल्डिंग, स्वर्गाट, पुणे ४११ ०३७.

PMT Building, Swargate, Pune 411 037

CIN NO. U60210PN2007PLC130461

Website-www.pmpml.org



फोन : २४४६०४७७

फोन : २४४६०४१७

फॅक्स : २४४६०४९०

फॅक्स : २४४६५४९०

E-mail :

आपका क्र. पीएमपीएमएल/अधिसूचना/

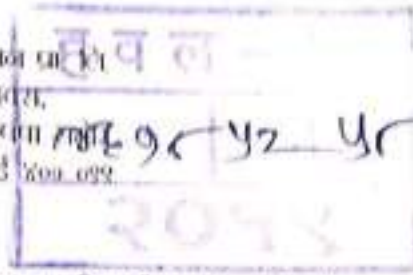
Ref.No. P.M.P.M.L./Advt/

२१५७

दिनांक : ०१/०२/२०१९

Date = 1 FEB 2019

प्रति,
मे पब्लिसिटीयार पब्लिशिंग कार्पोरेशन प्रा. लि.
४१०-४११, वी विंग, अंजली कॉम्प्लेक्स,
टोपेन हिल रोड, मुळनाथानक पेठेला वया
अपेरी मुला रोड, अपेरी पूर्व, मुंबई ४०० ०९२.



विषय : वीआरटी वसणेसाठी मुद्रांक शुल्क वाचवत.

संदर्भ : १) करारनामा दि. ०१/१२/२०१८

२) आपलेकडील दि. ३०/०१/२०१९ रोजीचे पत्र.

आपणांस पुणे महानगर परिवहन महामंडळाकडील ११० वीआरटी वसणेसाठी जाहिरातीसाठी उपलब्ध करून देण्यात आलेले अडून संदर्भ-१ नुसार करारनामा करणेत आलेला आहे.

संदर्भ -२ अन्वये आपण सादर करारनाम्यानुसार शरणास जग्न करतानाच्या मुद्रांक शुल्क रक्कमीची माहिती देण्यात यावी असे कळविलेले आहे.

आपणा सोबत १ वर्ष कालावधी करीता करारनामा सादरकित करणेत आलेला आहे. करारनाम्यातील परिशिष्ट ब नुसार प्रत्येक वर्षाकरीता निर्धारित झालेल्या प्रतिमाह रॅजल्टी स्वकम जमूद करण्यात आलेली अडून, त्यानुसार पाव वर्षाकरीता एकूण रॅजल्टी स्वकम रु. १७,३९,२१,७८१/- निर्धारित होत आहे. त्यानुसार महाराष्ट्र शासनाच्या दुसऱ्या निबंधाक कार्यालयाशी संपर्क करून खोल्या ती मुद्रांक शुल्काची स्वकम शरणास अदा करून करारनामा महामंडळाकडे सादर करणेत यावा.


मुख्य कार्यकारी अधिकारी
पुणे महानगर परिवहन महामंडळ लि.

हवल - 10
 ४६९८ ५३ ५६
 २०१९



पुणे महानगर परिवहन महामंडळ लिमिटेड

PUNE METROPOLITAN REGIONAL TRANSPORT LIMITED
 PMPML
 PMP Building, Swargate, Pune 411 013
 CIN: MUM297207P, C130483



वेब : 1071199
 फोन : 26415412
 मोबा : 98220471
 फॅक्स : 26415490
 ईमेल :

पत्र क्र. पीएमएल/आय/ 351
 Ref No. P.M.P.M.L./Adm/

दिनांक : २४/०९/२०१९
 तारीख : 24/09/2019

प्रति
 स. पुणेन क्षेत्रीय अधिकारी
 पुणे


विषय - पीएमएलच्या कार्या ठिकाणी वाहतूक करीत असलेल्या
 ठराव कायदाका (वॉलंटरी) करणे बाबत

पुणे महानगर परिवहन महामंडळाच्या ठिकाणी वाहतूक करीत असलेल्या ठराव
 कायदाका (वॉलंटरी) करणे बाबत पुणे महानगर परिवहन महामंडळ
 यांच्याकडून संपूर्ण माहिती घेतली आहे. या ठराव कायदाका (वॉलंटरी) करणे
 बाबत पुणे महानगर परिवहन महामंडळ यांच्याकडून संपूर्ण माहिती घेतली आहे.

ठराव कायदाका (वॉलंटरी) करणे बाबत पुणे महानगर परिवहन महामंडळ
 यांच्याकडून संपूर्ण माहिती घेतली आहे. या ठराव कायदाका (वॉलंटरी) करणे
 बाबत पुणे महानगर परिवहन महामंडळ यांच्याकडून संपूर्ण माहिती घेतली आहे.

(Signature)
 स. महानगर परिवहन महामंडळ लि.
 पुणे महानगर परिवहन महामंडळ लि.

PERMANENT ACCOUNT NUMBER
AAXP004700



GOVIND D. KRISHNA HANDE
GALLIENI, KADAPUR, HANDE

22-01-1973

ERD

Commissioner of Revenue and Computer Operations

PUNE NARAYANJI PHARMACY WAREHOUSE LTD.
PMT Bldg, Shankarshahi Road, Swarajya,
Pune - 411 037. Ph: (020) 24445493

ID No. : 9801

Name: Govind B. Hande
Designation: Sml. English Typist



Sign. Chief Executive Officer

BH
BH

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76

 **भारत सरकार**
GOVERNMENT OF INDIA

 **नकुल वासुदेवा**
Nakul Vasudeva
जन्म वर्ष / Year of Birth : 1990
पुरुष / Male

6758 2706 1704 

अधकार — आम आदमी का अधिकार

Nakul Vasudeva

4618
दिनांक 25 एप्रिल 2019 2:28 म.नं.

दस्तावेज क्रमांक-1

दस्तावेज क्रमांक 4618/2019

दस्तावेज क्रमांक: 4618/2019

मूल्य: ₹. 00/-

मूल्य: ₹. 15,39,21,781/-

अन्य मूल्य: ₹. 1,53,100/-

श्री. व्हा. डी. नि. दस्तावेज क्रमांक 4618, दि. 25-04-2019
वेळी 2:31 म.नं. या. दस्तावेज क्रमांक.

दस्तावेज क्रमांक 4970 दिनांक: 25/04/2019

दस्तावेज क्रमांक या. नि. दस्तावेज क्रमांक 4618/2019

मूल्य: ₹. 30000.00

दस्तावेज क्रमांक: ₹. 1200.00

दस्तावेज क्रमांक: 60

मूल्य: 31200.00

(Signature)
श्री. व्हा. डी. नि. दस्तावेज क्रमांक 4618/2019

(Signature)
श्री. व्हा. डी. नि. दस्तावेज क्रमांक 4618/2019

(Signature)
श्री. व्हा. डी. नि. दस्तावेज क्रमांक 4618/2019

दस्तावेज क्रमांक: 4618/2019

दस्तावेज क्रमांक: (क) ने दस्तावेज क्रमांक 4618/2019

दिनांक: 1 25 / 04 / 2019 02 : 31 : 58 PM ची वेळ: (मादरीकरण)

दिनांक: 2 25 / 04 / 2019 02 : 33 : 57 PM ची वेळ: (फी)

प्रतिज्ञापत्र

दस्तावेज क्रमांक 4618/2019 या नोंदणी क्रमांक 9906 अंतर्गत जमलेल्या
दस्तावेजाच्या नोंदणीत दस्तावेज केलेला आहे. दस्तावेजाचे संपूर्ण मजकूर,
निष्पत्ती अर्जाची, दस्तावेजाचे व सोबत जोडलेल्या कागदपत्रांची आणि
दस्तावेजाच्या, दस्तावेजाच्या, दस्तावेजाची खालील दस्त निष्पत्ती
दस्तावेजाच्या हे संपूर्णपणे जबाबदार राहतील.

दिनांक: 25/04/2019

(Signature)

दिनांक: 25/04/2019

(Signature)





25/04/2019 2:29:34 PM
 डाटा क्रमांक: 4618/2019
 हस्ताक्षर प्रमाण - वकील कॉर्टमुक्त

दस्तावेज प्रमाण-2

पृष्ठ 17
 डाटा क्रमांक: 4618/2019

क्र.सं.	व्यक्तीचा नाव व पत्ता	पत्ताकाराचा प्रकार	दस्तावेज	अंशदखाना क्रमांक
1	सायबे सार्वजनिक प्रतिनिधीची वॉलवोल्व्म प्रा.लि. वकील, मुंबई पत्ता - ... अचरी कॉम्प्लेक्स, बी विंग, मॉडेल नं. 410-416 अचरी पूर्व रोड, अंधेरी पूर्व रोड, मुंबई, महाराष्ट्र, MAHARASHTRA, MUMBAI, Non-Government. वकील	विहित वेपार पत्र - 29 म्हाअधी -		
2	सायबे सार्वजनिक प्रतिनिधी महाभारत निमित्ते वकील, मुंबई व व्यवस्थापकीय संचालक भीमजी नवना मुंडे वकील प्रतिनिधी म्हाभारत निमित्ते, पी. वेदविक हॉटेल, पत्ता - ... म्हाअधी पुणे, बी.व्ही.व्ही. MAHARASHTRA, PUNE, Non-Government. वकील	विहित वेपार पत्र - 46 म्हाअधी -		

जॉईंट हस्ताक्षर करून देणारा न्यायाधीश वकील कॉर्टमुक्त या दस्तावेजावर करून दिल्याचे कबुत करताय.
 दिनांक 25/04/2019 02:34:59 PM

दस्तावेज -

हा जॉईंट हस्ताक्षर करून देणारा न्यायाधीश वकील कॉर्टमुक्त या दस्तावेजावर करून देणारा न्यायाधीश: अशोक नाना, व त्याची अखेर घडविताना

क्र.सं.	व्यक्तीचा नाव व पत्ता	दस्तावेज	अंशदखाना क्रमांक
1	सायबे सार्वजनिक प्रतिनिधी, मुंबई पत्ता - ... म्हाअधी पुणे, बी.व्ही.व्ही. MAHARASHTRA, PUNE, Non-Government. वकील	विहित वेपार पत्र - 35 म्हाअधी -	

दिनांक 25/04/2019 02:35:30 PM

वकील कॉर्टमुक्त, वकील-17

EPayment Details.

क्र.सं.	Payment Number	Defacement Number
1	MH0006822141201920E	0000464498201920
2	2504201902450	2504201902450D

4618/2019

Keep Your Rights as Registrants
 1. Only Scanned Document for documents through functional (4 pages on a side) printed after scanning
 2. Get paid immediately after registration.
 For feedback, please write to us at feedback.maha@gmail.com

सायबे सार्वजनिक प्रतिनिधीचे वकील, मुंबई
 सायबे सार्वजनिक प्रतिनिधीचे वकील, मुंबई
 पत्ता - ... अचरी कॉम्प्लेक्स, बी विंग, मॉडेल नं. 410-416 अचरी पूर्व रोड, अंधेरी पूर्व रोड, मुंबई, महाराष्ट्र, MAHARASHTRA, MUMBAI, Non-Government.
 वकील
 दिनांक 25/04/2019

