

334/16197

पावती

Original/Duplicate

Thursday, October 11, 2018

नोंदणी क्र.: 39म

3:05 PM

Regn.: 39M

पावती क्र.: 18341 दिनांक: 11/10/2018

गावाचे नाव: शिवाजीनगर (भांबुडी)

दस्तऐवजाचा अनुक्रमांक: हवल16-16197-2018

दस्तऐवजाचा प्रकार: कार्यक्रमाट

सादर करणाऱ्याचे नाव: लिहून घेणार - पुणे महानगर परिवहन महामंडळ लि तर्फे प्रतिनिधी श्री विनोद विद्याधर भुर्के -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 900.00

पृथांची संख्या: 45

एकूण:

रु. 30900.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे
3:04 PM ह्या वेळेस मिळेल.

सह दुय्यम निबंधक, हवेली-16

वाजार मुल्य: रु.0/-

मोबदला रु.703832704/-

भरलेले मुद्रांक शुल्क : रु. 705000/-

सह दुय्यम निबंधक - (वर्ग-२)
हवेली-१६

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

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH006884694201819E दिनांक: 11/10/2018

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रक्कम: रु.900/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: 1110201803983 दिनांक: 11/10/2018

बँकेचे नाव व पत्ता:

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GRN MH006894694201819E BARCODE [Barcode] Date 05/10/2018 12:52:31 Form 6

Department Inspector General Of Registration		Payer Details			
Type of Payment Stamp Duty Registration Fee		TAX ID (if Any)			
Office Name HVL16_HAVELI 16 JOINT SUB REGISTRAR		PAN No.(if Applicable)	AACCP6306R		
Location PUNE		Full Name	MS PROTECTIVE IN AND OUT ADVERTISING PVT LTD THROUGH SHENHAR MUNDADA		
Year 2018-2019 One Time		Hall/Block No.	PMPNL PUNE		
Account Head Details		Amount In Rs.	Premises/Building		
0030046401 Stamp Duty		705000.00	Road/Street	PUNE	
0030053301 Registration Fee		30000.00	Area/Locality	PUNE	
			Towns/City/District		
			FIN	4 1 1 0 4 5	
			Remarks (if Any)	PAN2-AAECP406BL-SecondPartyName=PUNE MAHANAGAR PARIVAHAN MAHAMANDAL LTD-	
			Amount In	Seven Lakh Thirty Five Thousand Rupees Only	
		7,35,000.00	Words		
Payment Details ICBI BANK		FOR USE IN RECEIVING BANK			
Cheque/DD Details		Bank CIN	Ref No.	89103302018100512724 165099522	
Cheque/DD No.		Bank Date	RBI Date	05/10/2018-13:53:31 05/10/2018	
Name of Bank		Bank Branch	ICBI BANK		
Name of Branch		Scoll No. Date	100, 05/10/2018		

DEFACED

₹735000.00

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Department ID: [ID] Mobile No.: 9860755544
 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 नोट:- इस चालान केवल उपरोक्त कार्यालय में ही उपयोग के लिए है। अन्यत्र इस चालान का उपयोग नहीं किया जा सकता।

Signature Not Verified

Digitally signed by MS VIRTUAL TREASURY MUMBAI 03
 Date: 2018.10.05 19:22:24 IST
 Reason: Secure Discretionary

Challan Defacement Details

Sr. No.	Defacement No.	Defacement Date	Userid	Defacement Amount
1	000365300201819	11/10/2018-14:58:00	IGR023	30000.00
2	000365300201819	11/10/2018-14:58:00	IGR023	705000.00
Total Defacement Amount				7,35,000.00



Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN 1110201803983

Receipt Date 11/10/2018

Received from MS PROTECTIVE IN AND OUT ADVERTISING PVT LTD THROUGH SHEKHAR MUNADA. Mobile number 9860755544, an amount of Rs.800/-, towards Document Handling Charges for the Document to be registered on Document No. 16197 dated 11/10/2018 at the Sub Registrar office Joint S R, Haveli 1R of the District Pune.

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₹ 800

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Payment Details

Bank Name IBKL

Payment Date 11/10/2018

Bank CIN 10004152018101103180

REF No. 185985442

Deface No 1110201803983D

Deface Date 11/10/2018

This is computer generated receipt, hence no signature is required.



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GRN MH000834024201819E BARCODE Date 05/10/2018-13:52:31 FormID 282

Department: Inspector General Of Registration		Payer Details			
Type of Payment: Stamp Duty Registration Fee		TAX ID (if Any)			
Office Name: HVL15_HAVELI 15 JOINT SUB REGISTRAR		PAN No. (if Applicable)	AACCPE306R		
Location: PUNE		Full Name	MS PROTECTIVE IN AND OUT ADVERTISING PVT LTD THROUGH SHEDHAR MUNDADA		
Year: 2018-2019 One Time		Flat/Block No.	PMPUL PUNE		
Account Head Details		Amount In Rs.	Premises/Building		
0030040401 Stamp Duty		700000.00	Road/Street		
0030063301 Registration Fee		30000.00	Area/Locality		
			Town/City/District		
			PIN		
			4 1 1 0 4 8		
			Remarks (if Any)		
			PAN2-AAECP4008L-SecondPartyName=PUNE MAHANAGAR		
			PARTIAHAN MAHAMANDAL LTD-		
Total		7,35,000.00	Amount In Words	Seven Lakh Thirty Five Thousand Rupees Only	
Payment Details: IDBI BANK		FOR USE IN RECEIVING BANK			
Cheque/DD Details		Bank CIN	Ref. No.	80103332018100512724	185099522
Cheque/DD No.		Bank Date	RBI Date	05/10/2018-13:53:31	Not Verified with RBI
Name of Bank		Bank-Branch		IDBI BANK	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Department ID: Mobile No.: 9692755044
 NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 टीसी नमूना कोटा प्रमाण सिक्का कार्यालय कोटली कार्यालय दफ्तारको लागू आहे. कोटली न कार्यालय दफ्तारको तदर घालन लागू नाही.

(Handwritten signatures and initials)

Department of Stamp & Registration, Maharashtra

Receipt of Document Handling Charges

PRN 1110201803083 Date 11/10/2018

Received from MS PROTECTIVE IN AND OUT ADVERTISING PVT LTD THROUGH SHEKHAR MUNADA, Mobile number 9860755544, an amount of Rs.900/-, towards Document Handling Charges for the Document to be registered (ISARITA) in the Sub Registrar office Joint S.R. Haveli 16 of the District Pune.

Payment Details

Bank Name IBPL Date 11/10/2018

Bank CIN 10004152018101103180 REF No. 185085442

This is computer generated receipt, hence no signature is required.



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भारत सरकार
GOVERNMENT OF INDIA



रविंद्र श्रीरंग बोबडे
Ravindra Shrirang Bobade
जन्म तारीख/DOB: 29/12/1972
पुरुष / M/LE



9707 5762 1408

गणसुधार-सामान्य माणसाचा अधिकार

आयुक्त विभाग
INDUSTRIAL DEPARTMENT
भारत सरकार
GOVT OF INDIA

शुभमंत सुरेश यानपुरे
SHUBHANT SURESH YANPURE
सुरेश तुकाराम यानपुरे
SURESH TUKARAM YANPURE

30/11/1978
ABHPYS429R



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Subd.

This Agreement is mutually agreed and entered into on this 21st day of Oct
Two Thousand and Eighteen at

BETWEEN

Pune Mahanagar Parivahan Mahamandal Ltd., having its principal office at PMPML office, Shankarsheth road, Swargate, Pune - 411 037 and represented by the Chairman and Managing Director, hereinafter referred to as "PMPML" which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and assigns; of ONE PART.

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Proactive In & Out Advertising Pvt. Ltd.

Subd.
Authorized Signatory

Subd.

Chairman & Managing Director
Pune Mahanagar Parivahan Mahamandal Ltd.

AND

M/s Proactive In & Out Advertising Pvt. Ltd., a company incorporated under the provisions of the Indian Companies Act, 1956, having its registered office at Sarkeet Apartments, 7th Wing, 3rd Floor, Sant Janabai Marg, Opp. Hanuman Road, Vile Parle, Mumbai 400 031 hereinafter referred to as the "Operator" which expression shall unless repugnant to the context include its successors and permitted assigns, of the OTHER PART.

WHEREAS,

A. Pune Mahanagar Parivahan Mahamandal Ltd. (PMPML) intends to the advertisement rights on its various available advertisement spaces within its service jurisdiction to a private Entity. The advertisement spaces available in Non AC Buses. For this reason PMPML had invited competitive proposals from eligible Bidders for executing the rights and in response thereto received proposals from several Bidders.

B. PMPML, after evaluating the aforesaid Proposals, accepted the Proposal submitted by M/s Proactive In & Out Advertising Pvt. Ltd., for implementing the Project.

C. Thereafter PMPML has issued a Letter of Award (LOI) bearing No. 6374 dated 31 Jan 2018, to the Operator and which has been acknowledged by Operator's letter bearing No. _____ dated _____. As per Hon. High Court Order dated 22.06.2018, PMPML has issued a fresh Letter Of Award (LOA) bearing No. PMPML/ADVT/4168 Dt. 14.08.2018, to the Operator and which has been acknowledge by Operator's letter dated 24.08.2018.

D. The Operator's scope of work is utilize the advertisement spaces mentioned under this Agreement by undertaking permitted advertisement activities and pay PMPML Advertisement Fee for obtaining such advertisement rights.

E. PMPML has executed this Agreement which shall be valid for a period of 10 (ten) years to assign to the Operator its rights and obligations with regard to financing, operation and maintenance of the Advertisement Spaces as per the provisions mentioned in this Agreement.

F. PMPML confirms the receipt of the following from the Operator:

a. An amount of Rs. 39,56,582/- (Rupees Thirty Nine Lakhs Fifty Six Thousand Five Hundred and Eighty Two) as the first month payment of the Advertisement Fee for the Project Demand draft No. 738



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Proactive In & Out Advertising Pvt. Ltd.

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Authorized Signatory

P. Parulkar
Chairman & Managing Director
Pune Mahanagar Parivahan Mahamandal Ltd.

b, Bank Guarantee of Yes Bank dated 25.06.2018 for an amount of Rs. 3,68,27,744/- (Rupees Three Cores Sixty Eight Lakhs Twenty Seven Thousand Seven Hundred Forty Four only) as Payment Security, for the balance payment of the subsequent months Advertisement Fee payment.

In terms of the Letter of Intent, the Parties hereto are required to enter into the Agreement being these presents to record the terms, conditions and covenants.

1. Definitions and Interpretations

1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning

thereof, have the meaning hereinafter respectively ascribed to them hereunder:

"Advertisement Spaces" shall mean the area provided to the Operator by PMPML for the purpose of display of products, goods, services, ideas, people, places etc. of the end users through means of print which is mentioned under Schedule I.

"Advertisement Fees" shall mean the amounts payable by the Operator to PMPML as set out in Schedule II.

"Agreement" shall mean this Agreement with its recitals and schedules, and includes any amendments hereto made in accordance with the provisions hereof.

"Applicable Law" means and includes any statute, law, bye-law, rule, regulation, ordinance, judgment, order, decree, injunction, writs or orders of any court of record, clearance, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration having the force of law of any of the foregoing, by any Government Agency having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter.

"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 construction and maintenance of the Project during the subsistence of this Agreement.

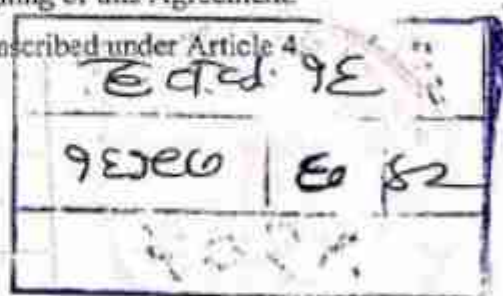
"Appointed Date" shall mean the date of the signing of this Agreement.

"Conditions Precedent" shall have meaning as ascribed under Article 4.



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Chairman & Managing Director
Pune Mahanagar Parivahan Mahamandal Ltd.

"Contract Period" shall mean a period of 10 (ten) years from the handover of the Advertisement Spaces to the Operator.

"Dispute Resolution" shall mean the procedure as mentioned Article 13.

"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, physical encumbrances, claims for any amounts due on account of taxes, cesses, electricity, water and other utility charges and encroachments on the Advertisement Space.

"End users" shall mean the person with whom the Operator enters or has entered into an arrangement allowing them permissible use of the Advertisement Spaces as per the provisions of this Agreement. "Operator" shall mean M/s Proactive In & Out Advertising Pvt. Ltd.

"Financial Year" shall mean the period commencing from April 1 of any given year to March 31 of the succeeding year.

"Good Industry Practice" shall mean the exercise of that degree of skill, diligence, prudence, integrity and foresight in compliance with the undertakings and obligations under this Agreement which would reasonably and ordinarily be expected of a skilled and experienced person engaged in the implementation, operation and maintenance or supervision or monitoring thereof or any of them of a project similar to that of the Project.

"Government Agency" shall mean Government of India (GoI), Government of Maharashtra (GoM), PMPML or any state government or governmental department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state, or local, having jurisdiction over the Parties, the Advertisement Space or any portion thereof, or the performance of all or any of the services or obligations of the Operator under or pursuant to this Agreement.

"Letter of Intent" shall mean the letter issued by the PMPML to the Operator after duly selecting through the RFP process.

"Operational Maintenance" shall mean the maintenance of Advertisement Spaces as per the terms of the Agreement from the date of handover till the expiry of the contract period.



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Proactive In & Out Advertising Pvt. Ltd.
[Signature]
Authorized Signatory

[Signature]
Chairman & Managing Director
Pune Maharashtra Padvaan Mahamandal Ltd.

"Material Adverse Effect" shall mean a material adverse effect on (a) the ability of the Operator to exercise any of its rights to perform / discharge any of its duties / obligations under and in accordance with the provisions of this Agreement and / or (b) the legality, validity, binding nature or enforceability of this Agreement.

"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. **"Parties"** shall mean the parties to this Agreement and **"Party"** shall mean either of them, as the context may admit or require.

"Payment Security" shall mean security for the payment of the Advertisement Fee in the form of a bank guarantee in accordance with Article 5.1.1.

"Person" shall mean (unless otherwise specified or required by the context), any individual, company, PMPML, partnership, joint venture, trust, unincorporated organization, government or government body or any other legal entity.

"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.

"Project" shall mean the advertisement activities undertaken at the Advertisement Space as per the specifications mentioned under the Agreement.

"Proposals/ Request for Proposal (RFP)" shall mean the Request for Proposal Document, issued by PMPML to the interested bidders in the proposal stage, as may be amended and modified from time to time together with all Annexures, Schedules, Maps along with such corrigendum, addendum, amendments which may be made from time to time.

"Rupees" or "Rs." refers to the lawful currency of the Republic of India. **"Standards of Reasonable and Prudent Operator"** 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 terms and conditions including the conditions as contemplated by the **Part 2 Documents**.



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Proactive In & Out Advertising Pvt. Ltd.

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Authorized Signatory

Pradeep
Chairman & Managing Director
Pune Mahanagar Parishad Mahanagar Ltd.

"Tax" shall mean and includes all taxes including service tax, fees, cesses, levies that may be payable by the Operator under Applicable Law.

"Termination" shall mean early termination of this Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement, whichever is earlier, but shall not, unless the context otherwise requires, include expiry of this Agreement due to efflux of time in the normal course.

"Termination Date" shall mean the date specified in the Termination Notice as the date on which Termination occurs.

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

"Third Party" shall mean the individual other than the insured (Operator) or insurer (Insurance Company) who has incurred a loss or is entitled to receive a benefit payment as the result of the acts or omissions of the Operator.

"Third Party Insurance" shall mean liability coverage, purchased by the Operator from an insurer for the protection against the claims of third party, wherein the Operator shall be responsible for its own damages or losses whether caused by itself or the third party.

2. Interpretations

2.1 Interpretation

In this Agreement, unless the context otherwise requires,

a. any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies to, or is capable of being applied to any transactions entered into hereunder;

b. references to Applicable Law shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines or bylaws which have the force of law;

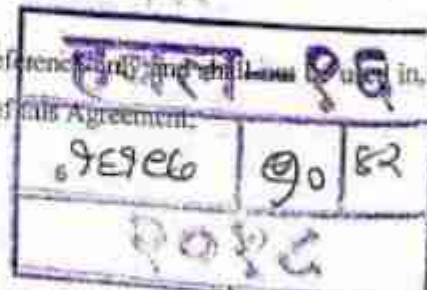
c. the words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organisations or other entities (whether or not having a separate legal entity);

d. the headings or for convenience of reference only and shall not affect, the construction or interpretation of this Agreement.



Practive in a, Cat Advertising Pvt. Ltd.

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Chairman & Managing Director
Pune Mahanagar Parishad Mahanagar Ltd.

- e. the words "include" and "including" are to be construed without limitation;
- f. any reference to day, month or year shall mean a reference to a Gregorian calendar day, month or year respectively;
- g. the Schedules to this Agreement form an integral part of this Agreement as though they were expressly set out in the body of this Agreement;
- h. any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
- i. references to recitals, Articles, sub-articles, clauses, or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, Articles, sub-articles, clauses and Schedules of or to this Agreement;
- j. 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;
- k. 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; l. in case of any conflict or discrepancy in the articles/ clauses in the body of the Agreement and those in the schedules, the articles/ clauses in the body of the Agreement shall prevail.

2.2 Grant of Rights

Subject to and in accordance with the terms and conditions set forth in this Agreement, PMPML hereby agrees to grant and authorize the Operator the right to utilise and market the Advertisement Spaces mentioned under Schedule I 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"). Acceptance of Rights In consideration of the rights, privileges and benefits conferred upon the Operator and other good and valuable consideration expressed hereon, the Operator hereby accepts the Advertisement Rights, and agrees and undertakes to operate and maintain the Advertisement Spaces and to perform /



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Proactive In & Out Advertising Pvt. Ltd.

[Signature]
 Authorised Signatory

[Signature]
 Chairman & Managing Director
 Pune Mahanagar Palikahon Mahamandal Ltd.

discharge all of its obligations in accordance with the provisions hereof. The rights to the Operator shall not be transferred or assigned to any other person.

2.3 Acceptance of Rights

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

2.4 Handover of Advertisement Spaces

(a) PMPML shall handover to the Operator the Advertisement Spaces mentioned in this RFP 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.

(b) Pursuant to the preceding sub-article (a), the Operator shall, subject to the provisions of Article 5 have the right to enter upon, occupy and use the same and to make at its cost, 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.

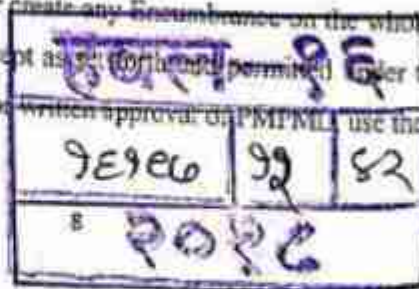
3. Rights, Title and Use

(a) 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.

(b) The Advertisement Rights are limited to the number of Advertisement Space mentioned under this RFP.

(c) The ownership of the Advertisement Space is exclusively with PMPML at all times. No permanent/temporary interests or lien of whatever nature is allowed to be created on the Advertisement Space.

(d) The Operator shall not 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 PMPML, use the Advertisement



Practising in & Ltd Advertising Pvt. Ltd.

S. S. S.
Authorized Signatory

[Signature]
Chairman & Managing Director
PuneMachanganer Patilshah Mahamandal Ltd.

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

3.1 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

4.1 Responsibilities of the Operator

The Operator has fulfilled the following conditions precedent within 15 (fifteen) days from the Appointed Date:

(a) Paid an amount of Rs. 39,56,582/- (Rupees Thirty Nine Lakhs Fifty Six Thousand Five Hundred Eighty Two only) as the first month payment of the Advertisement Fee for the Project in the form of a demand draft in favour of "Pune Mahanagar Parivahan Mahamandal Limited Fund Account", payable at Pune.

(b) Executed and submitted to PMPML a Payment Security in favour of PMPML for a sum of Rs. 3,68,27,744/- (Rupees Three Cores Sixty Eight Lakhs Twenty Seven Thousand Seven Hundred Fourty Four only) in the form of Bank Guarantee from a nationalized/scheduled bank for the Project at the time of signing of the Agreement as per format in this RFP document.

I Shall have received the applicable permits and clearances from concerned authorities under relevant laws applicable.

4.2 Responsibilities of PMPML

PMPML shall fulfil the following conditions precedent within 15 (fifteen) days from the Appointed Date: (a) PMPML shall only facilitate the Operator in obtaining timely approvals, permissions and authorizations for performance of obligations for the project.

4.3 Cost of satisfying the conditions precedent

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



Executive in & Out

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Authorized Signatory

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Chairman & Managing Director
Pune Mahanagar Parivahan Mahamandal Ltd.

4.4 Non-fulfilment of conditions precedent

a. If any of the conditions precedent contemplated under 'Responsibilities of the Operator' has not been satisfied in full, within the time stipulated or from 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 giving 7 (seven) days' notice in writing to the other party, given at any time thereafter, but prior to such conditions precedent being satisfied, and if the conditions precedent are not satisfied within such notice period, upon expiry of such notice, this Agreement shall terminate.

b. If the Agreement is terminated due to non-satisfaction of Conditions Precedent set forth due to the operator, the operator shall not be compensated in any manner whatsoever and the Payment Security and the month payment of the advertisement fee shall be forfeited and encashed.

5. Operator's Obligations

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

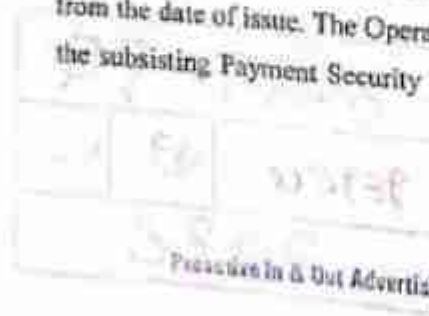
5.1 Financial Obligations

5.1.1 Payment Security

The Operator shall simultaneously at the time of signing of the Agreement provide a Payment Security in the form of an irrevocable bank guarantee issued by a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (rupees 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 India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934. The Payment Security shall be in favour of "Pune Mahanagar Parivahan Mahamandal Limited" as per the format mentioned under Annexure 5 for the remaining Advertisement Fee payable as mentioned under. The Payment Security shall be for an amount equivalent to the 10th (tenth) year's last six months Advertisement Fee. The Payment Security for the 1st (first) year to 9th (ninth) year of the Contract Period shall be kept valid for a period of 1 (one) year from the date of issue. The Operator shall issue a fresh Payment Security before the expiry of the subsisting Payment Security 15 (fifteen) days prior to the expiry. The Payment Security



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Presses in & Out Advertising Pvt. Ltd.

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Chairman & Managing Director
Pune Mahanagar Parivahan Mahamandal Ltd.

for the 10th (tenth) year of the Contract Period shall be kept valid for a period of 1 (one) year and 6 (six) months from the date of issue.

5.2 Financing Arrangement

The Operator shall at its cost; expenses and make such financing arrangements as would be necessary to implement the Project and to meet all of its obligations under this Agreement in a timely manner.

5.3 Operator's Obligations

5.3.1 Obligation towards Advertising Rights

a. The Operator shall undertake the Advertisement Spaces as specified under in this BFP for the purpose of display Advertisement. The Operator agrees that the decision of Chairman and Managing Director of 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 PMPML in such event.

b. The Operator cannot install or construct apart from the existing Advertisement Spaces mentioned in the schedule I, without prior permission of PMPML.

c. 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 PMPML's approval before placing the same on the Advertisement Space. PMPML reserves the right at all times not to give such permission.

d. The Operator will have to maintain all the Advertisement Spaces in a proper, neat and clean condition during the Contract Period. 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 Project Officer. All cost in this connection shall also be borne solely by the Operator.

e. The Operator shall take into account the following aspects while selecting advertisements for the Advertisement Spaces:

i. The advertisement shall not carry any information or graphic or other items relating to alcohol and tobacco products.

ii. The advertisement will have no objectionable and indecent portrays of people, products or any items.



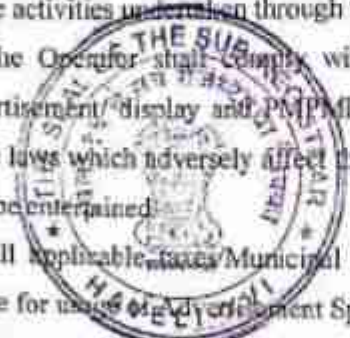
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Penetration In & Out Advertising Pvt. Ltd.

Authorized Signatory

Chairman & Managing Director
Pune Mahanagar Palika Mahamandal Ltd

- iii. The use of PMPML's name, logo or title without the PMPML's prior permission is strictly prohibited. No co-branding with PMPML is allowed, without prior permission.
- iv. Advertisements of political nature are not allowed without prior permission of PMPML. The PMPML 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.
- f. The Operator shall take due concern that PMPML's day to day routine is not hindered due to the activities undertaken through this Agreement.
- g. The Operator shall comply with all the applicable laws of the land, regulating the advertisement/display and PMPML 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.
- h. All applicable taxes/Municipal Sky-Sign taxes/RTO Taxes applicable present of future for use of Advertisement Spaces shall be borne by Operator.
- i. If there is any variation in the size and specifications of the Advertisement Spaces mentioned under Schedule I due to technical reasons then the Operator unequivocally agrees not to seek any claim, compensation damages or any consideration whatsoever from PMPML.
- j. In case of addition of advertisement space due to increase of buses / advertisement space as mentioned in schedule I, the operator is liable to pay additional advertisement fee proportionate to increase in advertisement space.
- k. The Operator shall take necessary permissions or approvals 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 PMPML. Failure to do so, there shall not be any adjustments to Advertisement Fee for such Advertisement Spaces.
- l. PMPML 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 Operator and such advertisement shall be removed at the cost of Operator immediately after the notice.



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 Chairman & Managing Director
 Puro Mahanagar Parivahan Mahamandal Ltd

m. The arrangement for painting of the advertisement shall be made by the Operator at its own expenses. Any arrangement of fixing, removing and carrying advertisement shall be made by the Operator directly at its own expense.

n. The Operator shall procure at its own expense boards for displaying advertisements. PMPML shall not be liable in any way for loss, theft or damage caused to these boards.

o. The Operator shall remove the Advertisements, from all the locations specified by PMPML within 15 (fifteen) days from the expiry or any early termination of the Agreement.

p. The Operator shall make rectification at its own cost for any damages to the property of PMPML during the course of usage of the Advertisement Spaces within 3 (three) days from the notification by the Project Officer/ PMPML. The rectification conducted by the Operator should be satisfactory to the Project Officer/ PMPML.

q. 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.

r. 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. This MIS report should be submitted at the fifth day of every month.

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

t. The Operator shall pay all Taxes, duties and outgoings, including utility charges relating to the Advertisement Space.

u. If there is any variation in the size and specifications of the Advertisement Spaces mentioned in Corridor under Schedule I due to technical reasons then the Operator



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Project Officer & Dist Advertising Pvt. Ltd.

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Chairman & Managing Director
Pune Mahanagar Parivahan Mahamandal Ltd.

unequivocally agrees not to seek any claim, compensation damages or any consideration whatsoever from the Authority.

v. The Operator may undertake operations and maintenance of the Project by itself or through a subcontractor possessing requisite technical, financial and managerial expertise/capability; but in either case, the Operator shall remain solely responsible to meet the Project requirements.

w. The Operator shall be liable to pay advertisement fee for minimum guaranteed number of Solus Buses (10% of the total number of Solus Buses) as mentioned in Schedule I of the Agreement & the same shall be subject to increase proportionate to the increase in the use of such advertisement space above minimum guaranteed use.

5.4 Insurance

The Operator shall at its cost and expense, purchase and maintain by due re-instatement or otherwise, all insurances, particularly Third Party Insurance and Insurance for covering workers and employees and relevant insurance in respect of the Advertisement Space in accordance with the Good Industry Practice. The Operator shall maintain a register of entry in order of the premiums paid towards the insurance coverage under this Agreement for the Third Party Insurance, Insurance for its workers and employees and the Advertisement Space with proof of payments made and which shall be submitted to PMPML whenever requested for.

5.4.1 Application of Insurance Proceeds

The proceeds of insurance policies for the Advertisement Spaces received shall be promptly applied by the Operator towards repair, renovation, restoration or re-instatement of the Advertisement Spaces or any part thereof which may have been damaged or destroyed. The Operator may designate the lenders as the loss payees under the insurance policies or assign the insurance policies in their favour as security for the financial assistance provided by them to the Project. The Operator shall carry out such repair, renovation, restoration or re-instatement to the extent possible in such manner that the Advertisement Spaces after such repair, renovation, restoration or re-instatement be as far as possible in the same condition as it were prior to such damage or destruction, except in case of normal wear and tear. However, any proceeds under the Third Party Insurance shall be promptly applied to compensate the Third Parties.

Prakash & Co. Advertising Pvt. Ltd.


Authorized Signatory


Chairman & Managing Director
Pune Mahanagar Pravehan Mahamandal Ltd.

5.4.2 Un-insurable Risks

If any risk which has been previously insured becomes un-insurable due to the fact that the insurers have ceased to insure such a risk and therefore insurance cannot be maintained / re-instated in respect of such risk, the Operator shall not be deemed to be in breach of its obligations regarding insurance under this Agreement.

5.5 Applicable Permits

The Operator shall, in respect of the Buses, procure the Applicable Permits and be in compliance thereof at all times.

6. PMPML's Obligation

a. PMPML shall undertake a joint inspection along with the Operator of all the Advertisement Spaces as specified under Schedule I for the purpose of identifying any locations where the Operator is not able to display Advertisement. The Operator agrees that the decision of Managing Director of 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 PMPML in such event.

b. PMPML shall maintain a daily record of each of the buses mentioned under Schedule I at each of its depot of the number of days the buses where on and off-road.

7. 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:

- Force Majeure Event;
- PMPML Event of Default;
- Compliance with the instructions of the Project Officer / PMPML 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.

8. Advertisement Fee Payments

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 has paid to PMPML the first month payment of the Advertisement Fee at the time of signing of this Agreement.

b. The remaining payments shall be paid in accordance with Schedule II.

c. The Operator shall be liable to pay the agreed Advertisement Fee to PMPML regardless of whether Operator utilizing the Advertisement Spaces allotted by PMPML along with the applicable GST. The Authority shall pay this GST to the Government of India or any other competent authority.

d. In the event, the buses on which the Advertisement is displayed by the Operator is off-road due to repair or maintenance or any other purpose, for certain days on continuous or intermittent basis during the Contract Period, then the Operator shall not be liable to pay Advertisement Fee to PMPML for such number of days. The record of buses off-road is maintained by each of the depot of PMPML and such data shall be used for arriving at the number of days when the buses were off-road for making adjustments to the Advertisement Fee payable by the Operator. Such adjustments to Advertisement Fee shall be conducted on a monthly basis. For the purpose of adjustment of Advertisement Fee during such cases, the daily Advertisement Fee during a particular month shall be computed in the following manner. Daily Advertisement Fee on bus (in Rupees) = Monthly Advertisement Fee on bus (in Rupees) divided by total number of calendar days during that month.

e. 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.

8.1 Mechanism of Payment

a. All payments by the Operator to PMPML shall be made by way of demand draft from a organized / scheduled bank in favour of, "Pune Mahanagar Parivahan Mahamandal Limited Fund Account" payable at Pune.

b. Any delay in making any payment in accordance with the payment Schedule II shall, in addition and without prejudice to any other consequences under this Agreement, entail payment of interest on the amount in default at prevailing medium term prime lending rate of State Bank of India plus 2% per month calculated for the duration of delay.

Practising in & Not Advertising Pvt. Ltd.

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Authorized Signatory

[Signature]

Chairman & Managing Director
Pune Mahanagar Parivahan Mahamandal Ltd.

9. Indemnity

a. The Operator agrees to indemnify and hold harmless PMPML and its officers and employees (each a "PMPML 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, "Losses") to which PMPML Indemnified Party may become subject, insofar as such Losses directly arise out of, in any way relate to, or result from:

- i. any mis-statement or any breach of any representation or warranty made by Operator or
- ii. the failure by Operator to fulfil any agreement, covenant or condition contained in this Agreement, including without limitation the breach of any terms and conditions of this Agreement by any employee of the Operator or
- iii. any claim or proceeding by any third party against PMPML arising out of any act, deed or omission by the Operator.

For the avoidance of doubt, indemnification of Losses pursuant to this article shall be made in an amount or amounts sufficient to restore each PMPML Indemnified Party to the financial position it would have been in had the Losses not occurred.

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

10.1 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;

Private & Co. Pvt. Ltd.

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Authorized Signatory


Chairman & Managing Director
Pune Mahanagar Palika Mahamandal Ltd.

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 good business practices or (c) circumstances within the reasonable control of the affected Party 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, 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 not specific to the Project which restrict the Service Provider from performing his duties;

E. any governmental Agency's unreasonable delay, denial or refusal to grant or renew or an 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 Service Provider's non compliance with any applicable law or 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 share in the Project Company if the result would be to acquire control of the subject Project Company or (b) any rights of the Project Company;

G. early termination of this Agreement by the Authority for reasons of national security or national emergency;

10.2 Exclusions from Force Majeure

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

A. Unavailability of the 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;



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Chairman & Managing Director
Pune Mahanagar Palikhan Mahamandal Ltd.

(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.

10.3 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.

10.4 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 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.



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11. Events Of Default And Termination

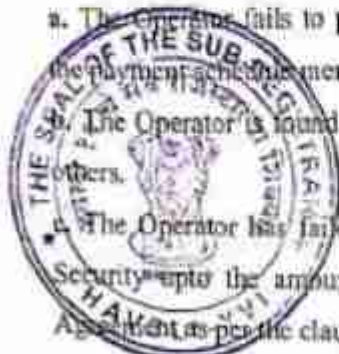
11.1 Events of Default

Event of Default shall mean either Operator Event of Default or the PMPML Event of Default or both as the context may admit or require.

11.2 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 on" or more reasons set out under No Breach of Obligations mentioned under Article 7

- a. The Operator fails to pay PMPML the Advertisement Fee Payments in accordance with the payment schedule mentioned under Schedule II.
- b. The Operator is found interfering or causing damage to the properties of the PMPML or others.
- c. The Operator has failed to provide Payment Security or fails to replenish the Payment Security upto the amount equal to the amount provided at the time of signing of the Agreement as per the clauses above.



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- d. The Operator has misused the Advertisement Space for any other purpose other than for what it has been assigned.
- e. The Operator installs or constructs additional Advertisement Spaces apart from that specified under Schedule I.
- f. The Operator has failed to make any payments due to PMPML and more than 15 (fifteen) days have elapsed since such payment default;
- g. The Operator is in Material Breach of any of its obligations under this Agreement and same has not been remedied for more than 7 (seven) days from the date of Preliminary Notice, subject to article 11.4,
- h. The Operator has abandoned the Project;
- i. The Operator has unlawfully repudiated this Agreement or has otherwise expressed intention not to be bound by this Agreement;

11.3 PMPML Event of Default

Any of the following events shall constitute an event of default by PMPML ("PMPML Event of Default"), when not caused by an Operator Event of Default or Force Majeure Event

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Termination Notice. Such amount shall be invoked from the Payment Security submitted to PMPML.

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

11.5 Rights of PMPML on Termination

a. Upon Termination of this Agreement for any reason whatsoever, PMPML shall upon making the Termination Payment, if any, to the Operator, have the power and authority to:

- enter upon and take possession and control of the Advertisement Space forthwith;
- prohibit the Operator and any person claiming through or under the Operator from entering upon dealing with the Advertisement Space;
- shall have the right over the payments which are liable to be paid to PMPML as per the terms of this Agreement.

b. Notwithstanding anything contained in this Agreement, PMPML 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 employment, continuance or regularisation of employment, absorption or reemployment on any ground, in relation to any person in the employment of or engaged by the Operator/contractor in connection with the Project, and the hand back of the Advertisement Space by the Operator to PMPML shall be free from any such obligation.

12. Handback Of Advertisement Space

12.1 Ownership

Subject to the terms of the Agreement, the ownership of the Advertisement Space, including all improvements made therein by the Operator, shall at all times vest in PMPML.

12.2 Operator's Obligation

a. The Operator shall on the date of expiry of the Contract Period or on Termination hand back vacant and peaceful possession of the Advertisement Space to PMPML free of cost and in good operable condition as per terms of this Agreement.

b. The Operator has to remove all the advertisement from the Advertisement Spaces within (seven) days from the expiry date of the contractual period.

Practising & Co. Advertising Pvt. Ltd.


Authorised Signatory


Chairman & Managing Director
Pune Mahanagar Palika Mahamandal Ltd

c. At least 20 (twenty) days before the expected expiry of the contract period, an inspection of the Advertisement Space shall be undertaken by the Project Officer. PMPML shall within 5 (five) days of such inspection prepare and furnish to the Operator a list of works/ jobs, if any, to be carried out so as to retain the Advertisement Space to its original form on occurrence of any damage. The Operator shall promptly undertake and complete such works/ jobs at least 7 (seven) days prior to the expected expiry of the Contract Period and ensure that the Advertisement Space continue to meet such specifications until the same are handed back to PMPML.

d. If the Operator fails to vacate the Advertisement Space after the expiry of the contract period or after the termination of the agreement then the Operator shall be deemed to be an unauthorized occupant in the Advertisement Space and PMPML shall have the right to forcefully remove any person occupying the Advertisement Space without giving a notice to the Operator.

13. Dispute Resolution

13.1 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 PMPML (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 PMPML regarding interpretation of the terms and conditions of the Agreement, penalties, amount due etc., the matter shall be first referred to the Chairman & Managing Director of PMPML.

13.2 Arbitration

a. Any dispute, difference or claim arising out of or in connection with this Agreement which is not resolved amicably shall be decided by the sole Arbitrator appointed by the Chairman & Managing Director of PMPML and in accordance with provisions of the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall issue a reasoned award and such award shall be final and binding on the Parties. The venue of arbitration shall be Pune and the language of arbitration shall be English/Marathi.



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Proactive In & Out Advertising Pvt. Ltd.

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Pune Mahanagar Parivahan Mahamandal Ltd.

b. Any dispute or difference in the matter will be subject to the jurisdiction of Civil Court Pune.

13.3 Performance during Dispute

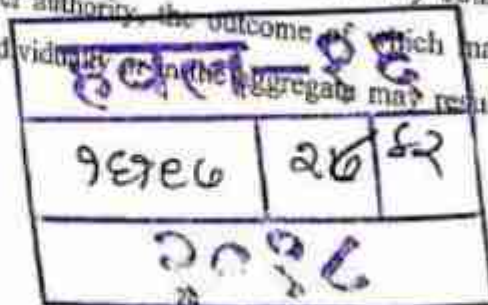
Pending the submission of and/or decision on a Dispute and until the arbitral award is published; the Parties may continue subject to approval of Chairman & Managing Director of PMPML to perform their respective obligations under this Agreement without prejudice to final adjustment in accordance with such award.

14. Representations and Warranties

14.1 Representations and Warranties of the Operator

The Operator represents and warrants to PMPML that:

- it is duly organized, validly existing and in good standing un24rganizedaws of India;
- it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- it has taken all necessary corporate and other action under Applicable Laws and constitutional documents to authorize the execution, delivery and performance of this Agreement;
- it has the financial standing and capacity to undertake the Project;
- this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- 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 any of its properties or assets are bound or affected;
- there are no actions, suits, proceedings or investigations pending or to the Operator's knowledge threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may constitute Operator's Event of Default which individually or in the aggregate may result in Material Adverse Effect.



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[Signature]
Chairman & Managing Director
Pune Maharashtra Palyahon Mahamandal Ltd.

h. it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in Material Adverse Effect.

i. 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.

j. subject to receipt by the Operator from PMPML 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 Advertisement Space shall pass to and vest in PMPML on the Termination Date free and clear of all Encumbrances without any further act or deed on the part of the Operator;

k. no representation or warranty by the Operator contained herein or in any other document furnished by it to PMPML 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 a material fact necessary to make such representation or warranty not misleading;

l. 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 Advertisement Rights.

m. 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 Site and Advertisement Space and the information provided by the PMPML, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the Operator in the course of performance of its obligations hereunder, such examination/ review having included but not limited to the following:

- i. the form and nature of the Advertisement Space,
- ii. the hydrological and climatic conditions,
- iii. the Extent and nature of the work and materials necessary for the execution and completion of the works, and the remedying of any defects, and
- iv. the means of access to the Advertisement Space



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Principal In & Out Advertising Pvt. Ltd.

Shd.
Authorized Signatory



Shd.
Chairman & Managing Director
Pune Mahanagar Palikha Mahamandal Ltd.

n. 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 PMPML shall not be liable for the same in any manner whatsoever to the Operator.

14.2 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.

15. Miscellaneous

15.1 Assignment and Charges

a. The Operator shall not assign in favour of any person this Agreement or the rights, benefits and obligations hereunder save and except with prior consent of the PMPML.

b. The Operator shall not create nor shall permit to subsist any Encumbrance over the Advertisement Space except with prior consent in writing of the PMPML, which consent the PMPML be entitled to decline without assigning any reason whatsoever.

15.2 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.

15.3 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:

i. 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;

ii. shall not be effective unless it is in writing and Executed by a duly authorized representative of such Party, and

iii. 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 or breach of any terms, conditions or provisions of this Agreement.

15.4 Survival

Termination of this Agreement



Shal
Authorized Signatory

हवल-१६		
26	१६१६०	२० ४२
२०१८		

Chairman & Managing Director
Pune Mahanagar Palikha Mahamandal Ltd.

- a. shall not relieve the Operator, the PMPML, of any obligations already incurred hereunder which expressly or by implication survives Termination hereof, and
- b. except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve 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.

15.5 Amendments

This Agreement and the Schedules together constitute a complete and exclusive understanding of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

15.6 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, mail, telex, post or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to the PMPML:

The Chairman and Managing Director,
Pune Mahanagar Parivahan Mahamandal Ltd.
PMPML office, Swargate, Shankar Sethi Road,
Pune - 411 037



हवल-१६		
१६१६७	३१	८२
२०१८		

If to the Operator:

Authorised Representative, 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 ii. in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

Executive in Charge Advertising Pvt. Ltd.


Authorized Signatory


Chairman & Managing Director
Pune Mahanagar Parivahan Mahamandal Ltd.

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

15.8 Language

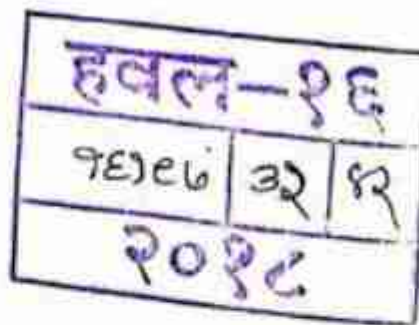
All notices required to be given under this Agreement and all communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

15.9 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 or any representation by any Party not contained in a binding legal agreement executed by the Parties.

15.10 Counterparts

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



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Franchise & Civil Marketing Pvt. Ltd.


Authorized Signatory


Chairman & Managing Director
Pune Mahanagar Panchayat Mahanagar Ltd.

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

For and on behalf of PMPML by:


(Signature)
Chairman & Managing Director
Pune Mahanagar Palivahan Mahamandal Ltd



(Name)

(Designation)

For and on behalf of OPERATOR by:


(Signature) Authorized Signatory



(Name) Shekhar Mundada

(Designation)

In the presence of: 1)

2)

Name: Amel Pawar

Add: S.B. No. 36, Near Unique School,
Kotboj-Kandhwa Road,
Gokulnagar, Pune - 411 046

2)

Name: Nitin Kulkarni

Add: E-18, Royal Arcade,
Near Shankar Maharaj Math,
Pune - Satara Road, Pune



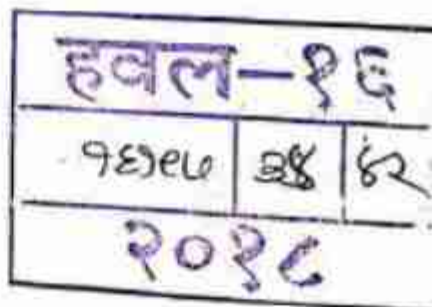
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Schedule I: Details of Buses

S. No.	Advertisement Space Type	Advertisement Space	Dimensions	Quantity
1	Ordinary Buses (Volvo, Star including)	Outer Back Panel	4ft. x 3ft. = 12 Sq. ft.	1012
		Side Panel Driver Side	20ft. x 2ft. = 40 Sq. ft.	
		Door Side	12ft. x 2ft. = 24 Sq. ft.	
		Seats (16 No.)	2ft. x 1ft. = 2 Sq. ft. x 16 = 32 Sq. ft.	
		Grid behind driver seat	2 ft. x 2 ft. = 4 Sq. ft.	
2	CNG Buses	Outer Back Panel	7ft. x 2ft. = 14 Sq. ft.	489
		Side Panel Driver Side	12ft. x 2ft. = 24 Sq. ft.	
		Door Side	12ft. x 2ft. = 24 Sq. ft.	
		Seats (30 No.)	0.83 ft. x 1ft. = 0.83 Sq. ft.	
		Grid behind driver seat	2 ft. x 2 ft. = 4 Sq. ft.	
3	Solar Buses (Full Bus Advertisement) (Minimum 10% of Fleet size)	Full Bus Advertisement		160
4	Midi Buses			200*

*Whenever the PMPML decide to make the additional 200 Midi Buses available for advertisement, it will provide additional advertisement rights towards those Midi Buses to the Operator.



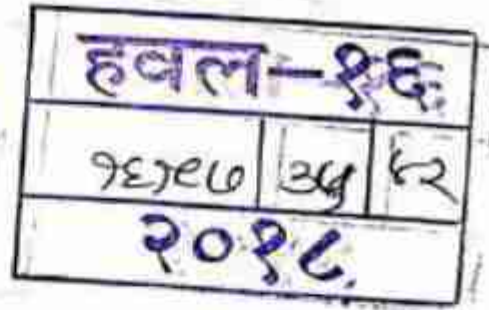
Prostates In & Out Advertising Pvt. Ltd.

S. D. S.
Authorized Signatory

[Signature]
Chairman & Managing Director
Pune Mahanagar Pariksha Mahamandal Ltd.

Schedule II: Advertisement Fee Payment

Particular	Per Month Advertisement Fee quoted in Commercial Proposal	Due Date of Payment
Per Month Advertisement Fee during the 1 st Year of the Contract period	4663160	Payble before the 7 th calendar day of each month
Per Month Advertisement Fee during the 2 nd Year of the Contract period	4896318	Payble before the 7 th calendar day of each month
Per Month Advertisement Fee during the 3 rd Year of the Contract period	5141134	Payble before the 7 th calendar day of each month
Per Month Advertisement Fee during the 4 th Year of the Contract period	5398191	Payble before the 7 th calendar day of each month
Per Month Advertisement Fee during the 5 th Year of the Contract period	5668100	Payble before the 7 th calendar day of each month
Per Month Advertisement Fee during the 6 th Year of the Contract period	5951505	Payble before the 7 th calendar day of each month
Per Month Advertisement Fee during the 7 th Year of the Contract period	6249080	Payble before the 7 th calendar day of each month
Per Month Advertisement Fee during the 8 th Year of the Contract period	6561534	Payble before the 7 th calendar day of each month
Per Month Advertisement Fee during the 9 th Year of the Contract period	6889511	Payble before the 7 th calendar day of each month
Per Month Advertisement Fee during the 10 th Year of the Contract period	7234092	Payble before the 7 th calendar day of each month



Executive In & Out Advertising Pvt. Ltd.

S. S. S.
Authorized Signatory

[Signature]
Chairman & Managing Director
Pune Mahangan Parivahan Mahamandal Ltd.

Schedule III : Penalties

Basis of Penalty	Penalty Benchmark	Unit for each occurrence
If advertisement is painted beyond specified area	Each Incident	Within 24 hours it will remove the advertisement and penalty of one month rent per bus.
If operator shall display any advertisement mentioned in the Obligation towards Advertising Rights(Refer 6.5.31) of RFP	Each Incident	Rs. 500/- per day per bus and within 24 hours Agency shall remove it.
Defacing of advertisement	Each Incident	<ol style="list-style-type: none"> 1) After defacing of advertisement, if Agency fails to maintain the color scheme then penalty is Rs. 5000/- per bus. 2) After the end of license period the Agency shall remove advertisement within seven days. Failing which Rs.3000/- is penalty per bus per day and same shall be recovered from security deposit.



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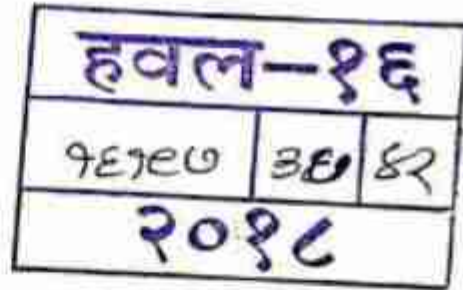
Executive & Bus Advertising Pvt. Ltd.

Sudh
Authorized Signatory

Prade
Chairman & Managing Director
Pune Mahanagar Parivahan Mahamandal Ltd.

Buses Advertisement fee as per Agreement :

Year	Monthly fee	Yearly fee (in Rs.)
1	4663160	55957920
2	4896318	58755816
3	5141134	61693607
4	5398191	64778287
5	5668100	68017201
6	5951505	71418062
7	6249080	74988965
8	6561534	78738413
9	6889611	82675334
10	7234092	86809100
	Total	703832704



भारत सरकार
 GOVERNMENT OF INDIA
 रविंद्र शिरोरंग बोबडे
 Ravindra Shirang Bobade
 जन्म तारीख/ DOB: 29/12/1972
 पुरुष / MALE



9707 5762 1408

आचार-शासनाचा माणसाचा अधिकार





भारतीय विशिष्ट ओळख प्राधिकरण
 भारत सरकार
 Unique Identification Authority of India
 Government of India

नोंदविलेला क्रमांक / Enrollment No 1190/14742/19050

15/10/2011
 To
 विनायक भुंके
 Vinay Vayachar Bhunke
 flat no. 13
 mansa colony, tanur nagar
 Chinchwad
 Pune
 Maharashtra 411033

Ref: 402 / *5E / 578544 / 578838 / P



UPC 791354N



आपला आधार क्रमांक / Your Aadhaar No. :

8208 8228 0533

आधार - सामान्य माणसाचा अधिकार



भारत सरकार
 GOVERNMENT OF INDIA



विनायक भुंके
 Vinay Vayachar Bhunke
 जन्म वर्ष / Year of Birth : 1968
 पुरुष / Male



8208 8228 0533

आधार - सामान्य माणसाचा अधिकार



हवल-१६		
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२०१८		



भारत सरकार
 Unique Identification Authority of India
 भारत सरकार

नॉटिफिकेशन/Enrollment No.: 1007/21000/58629

To: Shri Shri
 (श्री श्री)
 50 Ramdas Road
 FL, 50/1, GANAPATI, BOKINGI KONDHWA ROAD
 NEAR GANAPATI, BOKINGI
 Pune
 Maharashtra-411027

Date: 15/07/2011

Ref. No: 1007/21000/58629/00000000



UB 00728127 4 IN

आपका आधर क्रमांक / Your Aadhaar No.:

6192 5392 2551

आधार - सामान्य माणसाचा अधिकार



~~आधार क्रमांक~~
~~आधार क्रमांक~~



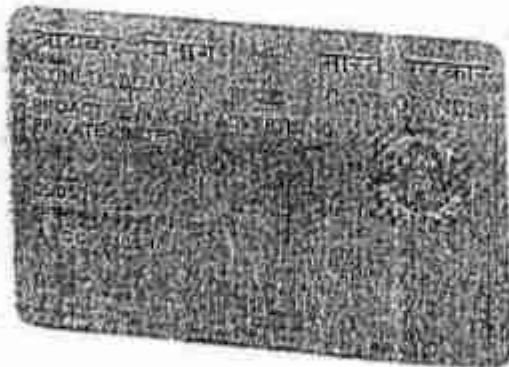
श्री श्री
 Shri Shri

जन्म वर्ष / Year of Birth: 1972
 पुरुष / Male

6192 5392 2551



आधार - सामान्य माणसाचा अधिकार



FOR PROACTIVE IN & OUT ADVERTISING PVT. LTD.

A. K. K.
 AUTHORIZED SIGNATORY



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134/16197

गुरुवार, 11 अक्टोबर 2018 3:05 म.मं.

दस्तावेज संख्या भाग-1

दस्तावेज संख्या 16

16/10/2018

दस्तावेज संख्या: 16107/2018

दस्तावेज संख्या: हवल 16 /16197/2018

काजदार शुल्क: रु. 00/-

मौजबला: रु. 70,38,32,704/-

भारतिये मुद्रांक शुल्क: रु. 7,05,000/-

ड. नि. सह. ड. नि. हवल 16 यांचे कार्यालय
अ. सं. 16197 पर दि. 11-10-2018
रोजी 2-43 म.मं. वा. हजर केला.

पावणी: 18341

पावणी दिनांक: 11/10/2018

सादरकारणासाठीचे नाक: लिहून देणार - पुणे महानगर परिषद
महामंडळ नि. वॉके प्रतिनिधी वी विनोद विद्याधर धुके -

मोदणी फी रु. 30000.00

दस्त हाताळणी फी रु. 900.00

पृष्ठांनी संख्या: 45

एकूण: 30900.00

दस्त हजर करणाऱ्याची सही:

सह दुपयम निबंधक, हवेली-16

सह दुपयम निबंधक, हवेली-16

दस्तावेजा प्रसार: कार्यालय

मुद्रांक शुल्क: (अ) असा कंपाटामचे ठरविण्यात आलेली रक्कम किंवा मुल्य दहा लाख रुपयांपेक्षा जास्त नसेल तर

विज्ञाप सं. 1 11 / 10 / 2018 02 : 43 : 14 PM ची वेळ: (सादरीकरण)

विज्ञाप सं. 2 11 / 10 / 2018 02 : 44 : 07 PM ची वेळ: (फी)

प्रतिज्ञापत्र

आमी लिहून देणार व लिहून देणार
सत्य प्रतिज्ञापत्र लिहून देतो की सदर दस्तावेज
जोडलेली पुरक कागदपत्रे ही अमान्य व खोटे
आतुन ती खोटी व खनात आतुन आणत
नादणी उद्दिष्टाने त्यांचे व त्यांचे ठरविलेले
होणाऱ्या कायद्याचे अर्थाने खोटी व खनात होई.

लिहून देणार

लिहून देणार





11/10/2018 3:07:15 PM

इसल पोषकार भाग-2

पत्रांक 16/16197/2018
 इसल क्रमांक: 16197/2018

इसल क्रमांक : हुपल 16/16197/2018

इसलका प्रकार :- कार्यकारी

अनु क्र.	पत्रकाराचे नाव व पत्ता	पत्रकाराचा प्रकार	छायाचित्र	अंगठ्याचा उमा
1	नाम: विठ्ठल देगार - मे प्रोविडेंट ईन अँड आउट एंटरप्रायझिज प्रा लि. तर्फे श्री मेघर मुरंदा - पत्ता: प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: -, अर्वाक नं. -, रोड नं: संत जनाबाई मार्ग विनेराले मुंबई, महाराष्ट्र, MUMBAI पिन नंबर: AACCP6306R	विठ्ठल देगार वय: -45 स्वाधरी - <i>Schud...</i>		
2	नाम: विठ्ठल देगार - पुणे महापौर परिषद पुणे महामंडळ लि तर्फे प्रतिनिधी श्री विनाय विद्याधर भुके - पत्ता: प्लॉट नं. -, माळा नं. -, इमारतीचे नाव: -, अर्वाक नं. -, रोड नं: स्वामीराव पुणे, महाराष्ट्र, PUNE. पिन नंबर: AAACP4066L	विठ्ठल देगार वय: -51 स्वाधरी - <i>...</i>		

दरील इस्तोखत कल्प देगार प्रभाकराधीत कार्यकारी या वत एकत्र कल्प विलबाचे कल्प करतात.
 दिनांक 11 / 10 / 2018 02 : 47 : 45 PM

नोंद:-
 घातनीय इमम जसे निवेदीत करतात की ते इस्तोखत कल्प देगार-घातनीय: जेळतात, व त्यांनी जेळतात पदपितात

अनु क्र.	पत्रकाराचे नाव व पत्ता	पत्रकाराचा प्रकार	छायाचित्र	अंगठ्याचा उमा
1	नाम: रवि बोवडे वय: 40 पत्ता: विठ्ठल गाडी पुणे पिन नंबर: 411037	रवि बोवडे स्वाधरी		
2	नाम: हनुमंत सुरेल बनपुरे. वय: 38 पत्ता: पारणे पुणे पिन नंबर: 411058	हनुमंत सुरेल बनपुरे स्वाधरी		

प्रमाणित करायत येते की, या दस्ताव्याचे एकूण 52 पाने आहेत.

शिक्का क्र.4 ची वेळ: 11 / 10 / 2018 02 : 48 : 37 PM

शिक्का क्र.5 ची वेळ: 11 / 10 / 2018 02 : 46 : 46 PM नोंदणी पुस्तक 1 वरचे

सह दुय्यम निबंधक: हदेली-16

सह दुय्यम निबंधक हदेली क्र. १६ (वर्ग-२)
 पहिले नंबरचे पुस्तकात
 १६१६६ नं.बरी नोंदला

EPayment Details.	
क्र.	Epayment Number
1	1110201803983
2	MH006884694201819

Defacement Number
 1110201803983D दिनांक 9 / 10 / 2018
 0003883920201819

16197 / 2018



1. Verify Scanned Document for consistency through QR Code (available on a side) printout after scanning.
 2. Get print immediately after registration.
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