



Agra Smart City Limited (ASCL) and Zivah International Private Ltd. are hereinafter individually referred to as the "Party" and collectively as the "Parties".

WHEREAS:

- A. ASCL has awarded LOI to M/s Zivah International Private Ltd to establish, setup and operate Charging station for charging of electric vehicles in the land of 255 sqmtrs opposite Santi Manglick hospital, Fatehabad Road, Agra. M/s Zivah International Pvt Ltd will set up Public EV Charging Stations at selected sites and manage the same on mutually agreed terms and conditions outlined in this Agreement.
- B. In consideration of the above, this Agreement sets out the intent of the Parties in relation to the said proposal.
- C. Whereas the First Party has agreed to grant to the Second Party and the Second Party has agreed to take from the First Party a permission of the said land for the period at the Annual Concession Fee (ACF) and upon and subject to the terms and conditions hereinafter reserved and contained.
- D. NOW THIS INDENTURE WITNESSETH that in consideration of the ACF hereinafter reserved and of the covenants and conditions hereinafter contained and on the part of the Second Party to be paid observed and performed the First Party do and each of them hereby demise by way of permission unto the Second Party, all and Singular the land situated opposite shanti Manglick hospital , Fatehabad road , Agra and delineated on the plan hereto annexed unto the Second Party for a term of 10 years commencing from the date of agreement determinable as hereinafter provided yielding and paying therefore unto the First Party during the said term annually and proportionate for any part of a year the ACF of Rs 5,40,000/- (Rupees Five lakhs forty thousand Only) inclusive of GST (With increase in ACF by 5% after every 03 years).

The SECOND PARTY DO HEREBY COVENANT WITH THE FIRST PARTY AS FOLLOWS:-

- a. To pay the ACF on the days and in the manner aforesaid,
- b. To permit the First Party and their respective agents duly authorized by them to enter into and upon the demised premises at all reasonable times and upon giving reasonable notice of at least 48 hours to the Second Party in that behalf for the purpose of viewing and examining the condition of the demised premises
- c. The Second Party shall be expressly entitled to appoint, remove, re-appoint, change and substitute any dealers, agents, licensees and other authorized representatives on and in respect of the demised premises without the consent of the First Party.
- d. The Second Party agree and undertake not to do any act or omission whereby the fore-recited indenture of agreement is in any way affected or forfeited and shall duly observe and perform such of the terms covenants and conditions thereof

K.K. JHA  
S. M. (Project)  
Agra Smart City Ltd

R. K. Singh  
Nodal Officer  
Agra Smart City Ltd

ZIVAH INTERNATIONAL PVT. LTD.

  
Director

  
Addl. C.E.O.  
Agra Smart City Limited





(Except regarding payment of the monthly rent to the First Party) which the Second Party are in a position to observe and perform.

**1. Definitions**

The following capitalized terms wherever used in this AGREEMENT shall have the meanings given here under.

"Public EV Charging Stations(s)" means a device or station that supplies power to charge the batteries of an electric vehicle:

"Installation Work" means the construction and installation of the Public Charging stations and upstream supply. (If required) System and the operation and maintenance there of all performed by or for Second Party at the identified site

"Location" means sites owned and/or operated by First Party

"Term" shall mean 10 years starting from the date of execution of the agreement

**2. Proposal**

- a) Second Party has proposed to establish and operate up to one no of Public Electric vehicle Charging Station at site owned and/or operated by First Party for Setting up of such Public EV charging stations. First Party would provide the required space of approx 255Sq.M in the said location.
- b) Second Party agrees to establish, set up and operate public charging station. The Charging Station shall have chargers in accordance with Guidelines notified by the Ministry of Power. The charging infrastructure so installed shall comply with the government/ministry of power guidelines and regulations for performance, safety & quality from time to time. Second party will be also allowed for advertising as per the proposal presented to ASCL which is part of the agreement. Second party shall do advertisement, branding and other commercial activities in and around the peripheral of the public Charging Station and within the space of 255 Sq.M. provided by the First Party. The Second Party shall also have a right to do advertisement and branding activities via a Unipole of 18 feet height, and display size of 24 X 12 feet, as mentioned in the presentation dated: 01-09-2022.
- c) Second Party agrees to invest in setting up and operating the public charging stations including separate power connection, transformer, and meter, if required, at its own cost, and shall upgrade and refurbish the Public Charging Stations, in line with the technology advancements and business needs, from time to time. The cost of electricity including surcharge duty contingency for power purchase adjustment charges, etc and all operating and maintenance expenses related to Charging Points shall be borne by Second Party.
- d) The Parties agree that all applicable statutory approvals/permissions from the respective authorities for the Public Charging Stations shall be procured and obtained by Second Party. First Party shall provide all assistance to Second Party to enable Second Party to obtain the consents, clearances and permits, and the governmental approvals in a timely manner in connection with the Project.

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K.K. Jha  
B. M. (Project)  
Agra Smart City Ltd

R. K. Singh  
Nodal Officer

Agra Smart City Limited  
**ZIVAH INTERNATIONAL PVT. LTD.**

  
Director  
Addl. C.E.O.  
Agra Smart City Limited

Director  
Agra Smart City Limited

- e) Second Party shall arrange deployment of qualified and suitable manpower and required necessary tools, logistics, spares & consumables during installation, commissioning, and O&M of Public EV charging stations. First Party hereby grants to Second Party aright, co-terminus with the term to ingress and egress the location and access to electrical panel sand conduits to inter connector disconnect the System with the location electrical wiring.
- f) Safety is of paramount importance and Second Party shall take all safety precautions in connection with the setting up and operation of the Public Charging stations to ensure safety to the user. First Party agrees to ensure to provide safe and secure environment to install and operate the system. First Party agrees and confirms that the Public Charging Locations (including the unfettered access to the identified space) shall be free from encumbrance or hindrance and if during the installation and operation period, the same is identified by Second Party, then First Party shall remove the encumbrance or hindrance or provide suitable space for the System with in the same location at the cost and expense of First Party with immediate effect.
- g) First Party shall not directly or indirectly cause, create, incur, assume, or suffer to exist any lien on or with respect to the System or any interest therein. The Project and the System shall remain the property of Second Party and shall not attach to or be deemed a part of, or fixture to the First Party. Neither First Party nor its tenants shall have any right, benefit, or interest in the Project.
- h) First Party shall provide sufficient space at the provided location for the temporary storage and staging of tools, materials, equipment and facilities reasonable necessary during the Installation Work, or Project removal, and access for rigging and material handling.
- i) Any other activities considered necessary for setting up Public Charging Stations for electric vehicles at provided locations or other suitable locations on mutually agreed covenants/commercials arrangement, which are not specific all set out herein, but which may be identified at a later date, shall be included by mutual discussion and consent of Parties.
- j) Second Party shall do branding of the venture to create positive long-term association, market penetration, to create synergies based on unique strengths of each parties/ brand, gain market share and increase revenue and also to boost the reputation of the parties in this project.

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**3. Payment of Taxes.**

Second Party shall pay all the statutory levies and taxes imposed by the Government or any other authorities present or future on the operation of EV charging stations.

**4. Insurance.**

Second Party shall always and from time to time at its own cost and expense take out adequate and proper insurance during the continuance of this agreement from a well reputed insurance company against all risks including third party risk to persons and properties, fire and explosion risk and riot risks etc. covering operation of the Public Charging stations installed at location.

ZIVAH INTERNATIONAL PVT. LTD.

Director

Addl. C.E.O.

Agra Smart City Limited

Chief Executive Officer  
Agra Smart City Limited

Agra Smart City Limited



5. Each party (indemnifying party), agrees to indemnify, defend and hold the other party (indemnifying party) harmless from and against:

a. Any third party claim (including intellectual property infringement claim), liability, obligation, loss, damage, deficiency assessment, judgement, cost or expense (including, without limitation to costs and expenses incurred in preparing against or prosecuting any third party litigation, claim, action, suit proceeding or demand) of any kind or character, arising out of or in any manner solely attributable to any failure of the indemnifying Party to perform its obligations described hereunder, gross negligence or wilful misconduct in the fulfilment of its obligations hereunder for infringing the intellectual or property rights of any third party.

b. Any claim, liability, obligation, loss, damage, deficiency, assessment, judgement, cost or expense (including, without limitation to costs and expenses incurred in preparing and defending against or prosecuting any third party litigation, claim, action, suit proceeding or demand) of any kind or character arising from claims or sanctions or penalties imposed by any regulatory authority for failure by a Party or any of its respective officers, directors, employees, servants, sub-contractors or agents to comply with any applicable laws, rules and regulations.

c. Any claim, liability, obligation, loss, damage, deficiency, assessment, judgement, cost or expense (including, without limitation to costs and expenses incurred in preparing and defending against or prosecuting any third party litigation, claim, action, suit proceeding or demand) of any kind or character with respect to any damage to or loss of property of a third party arising out of acts or omissions by a Party or any of its respective officers, directors, employees, servants, sub-contractors, or agents in the performance of its obligations under this agreement.

**6. Term & Termination**

This Agreement shall come into force from the Effective Date of this agreement and remain in force during the 'Term' as defined under Definitions above. The agreement shall be further extended for a period as decided and agreed mutually in writing by the Parties. The Agreement may be terminated/ exited by the Parties prior to the scheduled validity period due to any one of the following reasons:

K.C.K. a. Any misrepresentation, breach or violation of the terms of this Agreement by either of the parties;

K.K. JHA  
Project  
City Ltd. b. If First Party fails to provide the Charging Locations for locating the Charging points at the identified Location or Second Party failing to install the charging Points at the identified Location within a reasonable time as agreed mutually; and

c. With mutual consent of both the parties without assigning any reason.

Upon such early termination, Second Party shall have the right to dismantle all the System, equipment and Charging points and take control in it custody, the Charging Points, System and equipment. First Party shall have no right to claim and recover any of the Charging points and the System from any charging locations at the identified locations and the equipment/infrastructure establishment by Second Party

R. K. Singh  
Nodal Officer  
Agra Smart City Limited

ZIVAH INTERNATIONAL PVT. LTD.

[Signature]

Direct Addl. C.E.O.  
Agra Smart City Limited

[Signature]

Project  
City Limited

7. Representations and Warranties

Each Party represents and warrants to the other Parties that:

- a. It has power to execute, deliver and perform its obligations under the Agreement and all necessary corporate and other actions have been take into authorize such execution, delivery and performance;
- b. It has all requisite power and authority, and does not require the consent of any third party to enter in to this Agreement and grant the rights provided herein;
- c. It follows all applicable laws and regulations, as may be applicable to it.
- d. The execution, delivery and performance of its obligations under the Agreement does not and will not: (i) Contravene any applicable law, or any judgement or decree of any court having jurisdiction over it; or (ii) conflict with or result in any breach or default under any agreement, instrument regulation, license or authorization binding upon it or any of its assets.
- e. Violate the memorandum and articles of association, by-laws or other applicable organizational documents there of; and
- f. There is no litigation pending or, to the best of such Party's knowledge, threatened to which it is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

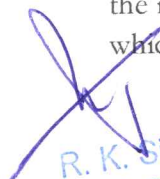
8. Confidentiality

During the subsistence of this Agreement and after termination or expiration of this Agreement for any reason whatsoever, the Party receiving any information and/or document which are marked as Confidential (hereinafter referred to as the "Confidential Information") shall:


- a. Keep the confidential information confidential;
- b. Do not disclose the Confidential Information to any other person without the prior written consent of the Party disclosing such information (hereinafter referred to as the "Disclosing Party" except to its employees, agents, shareholder, investors, partners and advisors on a strictly need-to-know basis, and upon such person executing a non-disclosure under taking in respect of the Confidential information in a format reason ably satisfactory to the Disclosing Party;
- c. Do not use the confidential information for any purpose other than the performance of its obligations under this Agreement; Without the prior written consent of the Disclosing Party, not to make a public announcement or any other disclosure of the Confidential Information except as required by any legal stipulation applicable to it. In case of such disclosure required by legal stipulation, a party which is required to make such disclosure shall, as soon as practicable after it is made aware of the requirement to make such disclosure, inform the Disclosing Party of the need to discloser such Confidential Information, the content thereof and the legal stipulation which requires disclosure of such Confidential Information.

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JHA  
S. M. (Project)

  
 R. K. Singh  
 Nodal Officer  
 Agra Smart City Limited

  
 Director  
 Addl. C.E.O.  
 Agra Smart City Limited

  
 Addl. C.E.O.  
 Agra Smart City Limited



The obligations contained in the relevant clauses above shall not apply to any confidential Information which:

- a. Is at the date of this Agreement or at any time after the date of this agreement comes into the public domain other than through breach of this Agreement by such Party; can be shown by the Party receiving the information to the reasonable satisfaction of the Disclosing Party that the same was known to such party prior to the disclosure;
- b. Subsequently comes law fully into the possession of the Party receiving such information from a person other than the Disclosing Party; or
- c. Such information which any Party is required to disclose by law, by a court of competent jurisdiction or by another appropriate regulatory body, provided that the Party required to disclose shall use reasonable endeavours to consult with the Disclosing Party and take into consideration is reasonable requests in relation to such disclosure.

9. Notice

All communication, demand and notices required to be sent under this Agreement shall be sent or delivered to the receiving Party at the address set forth herein, or at such other address as the Parties may from time to time designate in writing:

M/s <Zivah International Pvt Ltd.>:

Address:-

B-70 INDUSTRIAL AREA,  
WAZIRPUR, NORTH WEST  
DELHI, DELHI - 110052 IN.

Fax No.:

Email ID :- SUMIT@ZIVAHGROUP.COM.

LOA :

K.K.L

Address: K.K. JHA

Email ID :- .....  
Agra Smart City Ltd.

Any Notice demand or other communication shall be sent by registered post/hand delivery.

10. Intellectual Property Rights

Intellectual Property Rights owned by each respective Party shall remain the property of such Party and nothing in this AGREEMENT shall be taken to represent an assignment, license or grant of other rights in or under such intellectual Property Rights to the other Party. All right, title and interest to all Intellectual Property of each Party as of the Effective Date of this

R. K. Singh  
Nodal Office  
Agra Smart City Limited

ZIVAH INTERNATIONAL PVT. LTD.

[Signature]

Director  
Agra Smart City Limited

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[Signature]

[Signature]

Agra Smart City Limited

AGREEMENT, including that which is or may become protectable by patent, copyright, trademark, trade secret or similar law, shall remain exclusively with that Party.

#### 11. Governing Law and Jurisdiction

This AGREEMENT shall be governed by and construed in accordance with the laws of India. Courts at Agra, Uttar Pradesh, India shall have exclusive jurisdiction in respect of matters arising out of or in relation to this AGREEMENT.

12. The Parties here by agree that they shall work together to resolve any disputes that may arise under, in relation to or in connection with this Agreement (referred to in this clause as a "Dispute"). In the event such Dispute is not resolved amicably within 60 (sixty) days of the date of receipt of notice issued by disputing party with respect to same by the non-disputing party then in such case all Dispute shall be settled by binding arbitration pursuant to the Arbitration and Conciliation Act, 1996, as amended ("Arbitration Act"), in following manner:

If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this agreement, such dispute or difference shall be resolved through arbitration as per the procedure mentioned here in below:

- a. The dispute or difference shall be referred to a sole arbitrator.
- b. The arbitration shall be through High Court Mediation and Arbitration Centre at High Court of Judicature at Allahabad for the state of Uttar Pradesh
- c. The rules of the above-mentioned Institutional Arbitration Forum shall be applicable to the arbitral proceedings.
- d. The Indian Arbitration & Conciliation Act 1996 and Arbitration and Conciliation (amendment) Act 2015 or any statutory modification or re-enactment there of and the rules made there under for the time being in force shall apply to the arbitration proceedings under the clause.
- e. The seat of arbitration shall be at Agra, Uttar Pradesh, India.
- f. The proceedings shall be conducted in English language.
- g. The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the sole arbitrator.

Not with standing anything contained herein above (except 'h') upon arising of dispute the parties may agree to refer the same to arbitration of mutually acceptable sole arbitrator.

#### 13. Limitation of Liability

Not with standing anything in this AGREEMENT to the contrary and to the extent permitted by applicable law, in no event shall either Party, its officers, directors, or employees be liable for any form of incidental, consequential, indirect, special or punitive damages of any kind, or for

R. K. Singh  
Nodal Officer  
Agra Smart City Limited

ZIVAH INTERNATIONAL PVT. LTD.

Director

Addl. C.E.O.

Agra Smart City Limited



loss of revenue or profits, loss of business, loss of information or data, or other financial loss, whether such damages arise in contract, or otherwise, irrespective of fault, negligence or strict liability or whether such Party has been advised in advance of the possibility of such damages. A Party will not be in breach of the AGREEMENT or be liable to the other Parties if it fails to perform or delays the performance of an obligation as a result of an event beyond its reasonable control, including, legislation, regulation, order or other act of any Government or Governmental agency.

**14. Waiver**

Failure of a Party to require performance of any provision of this Agreement shall not affect such Party's right to full performance thereof at any time thereafter, and any waiver by a Party of a breach of any provision here of shall not constitute a waiver of a similar breach in the future or of any other breach. Now aver shall be effective unless in writing and duly executed by the concerned Party.

**15. Assignment**

Except as provided in this Agreement, non of the Parties shall be entitled to assign their right and obligations under the Agreement to a third party without the prior written consent of the other Party, except to its affiliate companies.

**16. Amendment**

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by the Parties.

**17. Severability**

If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision, will be struck from the Agreement and the remaining provisions of this Agreement shall remain in full force and effect. Further, the Parties shall endeavour to replace

**18. Entire Agreement**


This agreement supersedes all prior discussions and agreements (whether oral or written, including all correspondence) if any, between the Parties with respect to the subject matter of this Agreement, and this Agreement contains the sole and entire understanding and agreement between the Parties hereto with respect to the subject matter contained herein.

K.K.J

**K.K. JHA**  
19. Force Majeure  
G.M. (Project)

Neither Party shall be held responsible for non-fulfilment of their respective obligations under this AGREEMENT due to the exigency of one or more of the force majeure events which are beyond the reasonable control of the Party concerned such as but not limited to acts of God, wars, floods, earthquakes, lawful strikes not confined to the premises of the Party, lockouts beyond the control of the Party claiming force majeure, epidemics, riots, civil commotions etc. provided on the occurrence and cessation of any such event, the Party affected there by shall give a notice in writing to the other Party within one (1) month of such occurrence or cessation. If the force majeure conditions continue beyond six (6) months, the Parties shall jointly decide about the future course of action.

**20. Survival**

  
**R. K. Singh**  
Nodal Officer  
Agra Smart City Limited

  
Director

  
Addl. C.E.O.  
Agra Smart City Limited

  
Officer  
Agra Smart City Limited

Those Clauses that by its nature should survive expiration or termination of this Agreement shall remain in effect after the expiration or termination of this Agreement. It specifically clarified that the provisions of Clauses 9 (Representations and Warranties), Clause 10 (Confidentiality), Clause 12 (Intellectual Property Rights), Clause 13 (Governing Law and Jurisdiction) and Clause 14 (Dispute Settlement) shall survive expiration or termination of this Agreement.

21. Counter parts

This Agreement may be signed in counter parts, each of which shall be deemed to be an original, and all of which together shall constitute the same instrument.

22. Miscellaneous

a. It is agreed and understood by the Parties that this Agreement is a legally binding contract and under no circumstances shall stand terminated, except in terms of Clause 3 of this Agreement.

b. This Agreement is on a principal-to-principal basis between the Parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the Parties.

c. The Parties shall not use each other's name and/or trademark/logo or publicize or release any information about this Agreement or its contents or market, publish, advertise in any manner any information without prior written consent of the other Party.

23. Rules of Interpretation

a. Irrelevance of Gender and Plurality. The definitions in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms.

b. Internal Reference. All references herein to Clause and Annexure shall be deemed to be references to Clause of and Annexure to, this Agreement unless the context shall otherwise require. All Annexure attached hereto shall be deemed incorporated herein as if set forth in full herein. The terms "Clause(s)" and "sub-Clause(s)" shall be used herein interchangeably. The words "herein" and "here under" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The words "include", "includes", and "including" shall be deemed to be followed by the words "with out limitation".

c. Default Rules. unless expressly contradicted or otherwise qualified, (i) all references to a Personals refer to that person's successors and permitted assigns, including permitted transferees, and (ii) all reference to and definitions of any agreement, instrument or statute herein Orin any agreement or instrument referred to herein mean such agreement, instrument or statute, including the Articles, as from time to time may be amended, modified, supplemented or restated, including (in the case of agreements or instruments) by waiver or consent and (in the cause of statutes) by succession of comparable successor statutes and references to all attachments there to and instruments incorporated there in.

d. Drafting. The Parties have participated jointly in the negotiation and drafting of this agreement; accordingly, in the event an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or

K.K.L

Kishor K. M. (Project)

R. K. Singh  
Nodal Office  
Agra Smart City Limited

ZIVAH INTERNATIONAL PVT. LTD.

[Signature]

Director Agra Smart City Limited

[Signature]

Addl. C.E.O.

[Signature]



burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any provisions of this Agreement.

e. Clause Heading: The clause heading contained in this Agreement are for the convenience of the Parties and shall not affect the meaning or interpretation of this Agreement.

24. General Provisions

a. If any provision of this AGREEMENT is held to be invalid or unenforceable to any extent, the remaining provisions of this AGREEMENT shall not be affected there by and each remaining provision of this AGREEMENT shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this AGREEMENT shall be replaced with a provision which is valid and enforceable and reflects, to the maximum extent possible, the original intent of the unenforceable provision.

b. Each Party will be solely responsible for its own acts and omissions (and the acts and omissions of its employees and other agents) and neither Party will have the authority nor will purport to act for, or legally binding, the other Party in any transactions with at third party except as agreed in writing by the Parties.

c. The release of any information and of all public announcements (other than when such disclosure is required under any applicable law) related to such projects by a Party shall be subject to the prior written approval of the other Party, unless required under stock exchange regulations/SEBI.

d. This Agreement shall not be amended, modified, or supplemented without prior written consent of the other Party.


In witness Where of the Parties Hero to Have signed this MoU in Duplicate on the \_\_\_\_ day, \_\_\_\_ Month and 2023 Year Herein above written in the presence of:

for Agra Smart City Limited

For M/s Zivah International Pvt Ltd

Signed & Sealed

Signed & Sealed

  
Chief Executive Officer,  
Agra Smart City Limited  
G. M. (Project)  
Agra Smart City Ltd.


ZIVAH INTERNATIONAL PVT. LTD.

  
Director

Witness

1.

2.

  
R. K. Singh  
Nodal Officer  
Agra Smart City Limited

  
Addl. C.E.O.  
Agra Smart City Limited