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ACC-SHANT KUMAR
STAMP VENDOR LICENCE No- 82
ACC ID- UP14855704
Mob-6396881796, 8394879530
GATE No-3 CIVIL COURT AGRA

Certificate No. : IN-UP27546844181713W
Certificate Issued Date : 06-Jan-2024 02:42 PM
Account Reference : NEWIMPACC (SV)/ up14855704/ AGRA SADAR/ UP-AGR
Unique Doc. Reference : SUBIN-UPUP1485570451049061319118W
Purchased by : MM OPTIMAL COMPETENCE PVT LTD
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : Not Applicable
Consideration Price (Rs.) :
First Party : AGRA SMART CITY LTD
Second Party : MM OPTIMAL COMPETENCE PVT LTD
Stamp Duty Paid By : MM OPTIMAL COMPETENCE PVT LTD
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



Please write or type below this line

**Agreement between Agra Smart City Limited and M/s MM Optimal Competence Pvt. Ltd.,
for deployment as Digital Media Agency for operating 43 Nos. PA system in Agra City**

This agreement is entered into this 10th day of January 2024 at Agra, India

BETWEEN

Agra Smart City Limited (First party) Agra Nagar Nigam Campus, Near Sur Sadan, M.G. Road,
Uttar Pradesh 282002 acting through its Chief Executive Officer Shri Ankit Khandelwal,
which expression shall unless repugnant to the context or meaning thereof, include
successors and assigns of the FIRST PART.

AND

G. M. (Project)
Agra Smart City Ltd.

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shodestamp.com' or using e-Stamp Mobile App of Stock Holding Corporation of India Ltd.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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M/s MM Optimal Competence Pvt, Ltd. (Second Party) a Company registered under the 1956 Act, having its registered office at **6th Floor, Cedar Estate, GH-90, Sector-54 Gurugram, Gurgaon, Haryana, India 122002** acting through its **DIRECTOR SALES, Mr. Amit Mudgil** authorized by the board of directors by passing resolution It shall unless repugnant to the context or meaning thereof, include successors and assigns of the **SECOND PART**

Agra Smart City Limited (ASCL) and M/s MM Optimal Competence Pvt, Ltd. are hereinafter individually referred to as the "Party" and collectively as the "Parties".

WHEREAS:

- A. ASCL has selected M/s MM Optimal Competence Pvt, Ltd. as the Digital Media Agency and awarded LOI for operating 43Nos. PA system in the Agra City at selected sites for a fixed monthly commission fee 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.

Now, Therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is now agreed by and between the parties here to as under:

1. Definitions

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

"Term" shall mean 5 years starting from the date of execution of the agreement.

"PA systems" shall mean Public Addressal system installed by Agra Smart City Limited.

2. Scope, Roles and Responsibilities of the Parties

- i. The Second Party shall be expressly entitled to run/play advertisements/ information/ events/ messages, etc. for awareness of general public and to generate revenue.
- ii. The second party must pay to the first party during the said term monthly fixed commission fee (MCF) of Rs 24,000/- (Rupees Twenty Four Thousand only) exclusive of GST (with increase in MCF by 5% after every year).
- iii. The Second Party must work closely with first party to create a suitable mechanism to ensure that the content of advertisement does not violate the censorship norms of the industry and established rules as per the industry.

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- iv. The Second Party must obtain permission/ approval of the first party on all the audio content before running it on PA system, failing to which shall lead to legal action against the second party as well as termination of the contract.
 - v. The Second Party must run the audio content or advertisement as per the directions of the first party and shall not be allowed to run the audio content or advertisements, until otherwise allowed.
 - vi. The Second Party must allow the first party to run audio content at any time during entire period of the contract for minimum 45minutes per day without any charges. If, the time period utilized by the first party is more than 45 minutes in a day then additional time period shall be compensated as per mutually agreed. However, in case of any crises situation, the first party has full right to use PA system at their discretion to run audio any content for any time period.
 - vii. The numbers of locations of PA system are 43 at present, list annexed, which may be extended/ reduced at the same terms and conditions from time to time as mutually agreed upon by both the parties.
 - viii. The second party must nominate the Project Manager for the project, who will be the single point of contact, after placement of Letter of Award (LoA).
 - ix. The second party must operate the PA system via control room situated at Agra Nagar Nigam.
 - x. The second party shall supply, installation, testing, commissioning and maintenance of all required active as well as passive equipment / material /accessories required to run audio content. The first party will not be responsible for any payment against the same.
 - xi. The second party is responsible for configuring and fine-tuning of subsystems to achieve overall optimal performance & operate & maintain throughout the contract period.
 - xii. The second party must arrange all the required manpower, related tools, equipments and software to install and to run audio content.
 - xiii. The second party shall use hardware and software provided by the first party to manage and run the contents on the PA system.

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- xiv. The second party shall ensure safety of all PA systems and does not cause any harm/

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damage to them otherwise will be liable to rectify all the damages at their own expenses.

- xv. All maintenance of equipment and related infrastructure will be the responsibility of the second party for the period of contract.
- xvi. The second party must permit the First Party and their respective agents duly authorized by them to examine and handle the 43nos. of PA systems at all reasonable times and upon giving reasonable notice of at least 48hours to the Second Party on that behalf for the purpose of viewing and examining the condition of the PA systems.
- xvii. The second party must follow the UPPCB – Noise Pollution Act / norms and as well as comprehensive guidelines on the use of loudspeakers, fireworks, public address systems and horns.
- xviii. The second party themselves must identify the silence zones if any as per the locations mentioned above and quote accordingly.
- xix. The Second Party will 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 the First Party and shall not attach to or be deemed a part of, or fixture to the Second Party.
- xx. Second Party will 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.
- xxi. The second party will bear the entire cost of electricity, water, cleaning, taxes, etc. Agra Smart City Limited will not be responsible for any charges and taxes.
- xxii. For the operation of PA system, the second party must arrange necessary manpower and machinery.
- xxiii. After the completion of the time period, the PA system will have to be transferred to Agra Smart City Limited/ Agra Nagar Nigam in operational condition. In case of breakage/ damage, same will be corrected by the second party at their own expense.

- xxiv. Maintenance of existing electrical /other equipment will have to be done by the

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second party and it will be the responsibility of the second party to keep all equipment safe and secure.

- xxv. It is mandatory for the second party to follow the guidelines issued by the government/administration from time to time.

In addition to the above, the exclusive right to remove or extend any of the conditions will be vested in Agra Smart City Limited.

Incase of any dispute, the decision of Chief Executive Officer, Agra Smart City Limited/ Municipal Commissioner, Agra Nagar Nigam, will be final, which will be accepted by the successful vendor.

3. Payment

- i. During entire duration of Contract the second party shall pay monthly revenue to the First Party irrespective of revenue collected by the second party.
- ii. The successful vendor has to pay monthly revenue in advance to Agra Smart City Limited / Agra Nagar Nigam by 7th day of each month.
- iii. Mode of Payment must be online through Net Banking/ RTGS/ NEFT in favor of Agra Smart City Limited.

Account Details for ASCL

Name of Beneficiary: Agra Smart City Limited

Bank: HDFC Bank

A/c. No. : 50100585322667

RTGS/ NEFT/ IFS Code: HDFC0000121

- iv. The monthly fixed commission fee (MCF) to be paid by the agency to Agra Smart City Limited is Rs 24,000/- (Rupees Twenty Four Thousand only) exclusive of GST.
- v. The monthly fixed commission fee will increase by 5% after each year for the said term.

4. Performance Security

The 5% performance security deposit for the said term in the form of FD/ BG shall be returned to the Second Party after successful completion of the term.

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5. Taxes.

Second Party will pay all the statutory levies and taxes imposed by the Government or any other authorities present or future on the operations of 43nos. of PA system and on revenue generated through these PA systems.

6. Insurance.

Second Party will always and from time to time at its own cost and expense take out adequate and proper insurance as required 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. for the operations of the PA system installed at 43 locations in the Agra City.

7. Indemnity:

The 2nd party agrees to indemnify Agra Smart City Limited, for any loss or liability or any claims, damages, fines, penalties, losses, costs and expenses, including attorney's fees incurred as a result of entering into this agreement without limitation, in the following cases: (a) breach of any representation or warranties on 2nd party; or (b) breach of any applicable laws on 2nd party; or (c) due to the gross negligence or wilful misconduct on 2nd party; or (d) any third party liability incurred by the Indemnified Party attributable to the acts, deeds or things on 2nd party.

8. 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:

- a. Any misrepresentation, breach or violation of the terms of this Agreement by second party then the contract may be terminated by Chief Executive Officer, Agra Smart City Limited /Municipal Commissioner, Agra Nagar Nigam.
- b. If First Party fails to provide PA systems or the Second Party failing to operate the identified PA systems within a reasonable time as agreed mutually; and
- c. With mutual consent of both the parties without assigning any reason

Upon such early termination, the First Party shall give one month's notice period to the Second Party and if the termination is due to the failure of operation / violation of the contract by the Second Party then performance security shall be fortified as deemed fit by the Chief Executive Officer, Agra Smart City Limited /Municipal Commissioner, Agra

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Nagar Nigam. The Second Party will have no right to claim and recover any of the PA system from any of the 43 Nos. of locations as mentioned in this agreement and the equipment/infrastructure establishment will belong solely to the First Party.

9. 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 taken to authorize for 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 into 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 agreement, by-laws or other applicable organizational documents thereof; 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.

10. 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 undertaking in respect of the Confidential information in a format reasonably 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

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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 disclose such Confidential Information, the content thereof and the legal stipulation which requires disclosure of such Confidential Information.

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 lawfully 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 its reasonable requests in relation to such disclosure.

11. 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 MM Optimal Competence Pvt. Ltd.,

Address: - 6th Floor, Cedar Estate, GH-90, Sector-54 Gurugram, Gurgaon,

Haryana, India 122002

Email ID: - mmoc.ops@gmail.com

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

12. 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

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

13. 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.

14. 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 seat of arbitration shall be at Agra, Uttar Pradesh, India.
- c. The Indian Arbitration & Conciliation Act 1996 and Arbitration and Conciliation (amendment) Act 2015 or any statutory modification or re-enactment thereof and the rules made there under for the time being in force shall apply to the arbitration proceedings under the clause.
- d. The proceedings shall be conducted in English language.
- e. The cost of the proceedings shall be equally borne by the parties.

Notwithstanding anything contained herein above upon arising of dispute the parties may agree to refer the same to arbitration of mutually acceptable sole arbitrator.

15. 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 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

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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.

16. 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. No waiver shall be effective unless in writing and duly executed by the concerned Party.

17. Assignment

Except as provided in this Agreement, none 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.

18. 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.

19. 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

20. 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.

21. Force Majeure

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.

For MIM OPTIMAL COMPETENCE PRIVATE LIMITED

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22. 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.

23. 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 6 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.

In witness Where of the Parties Hero to Have signed this MoU in Duplicate on the ____ day, ____ Month and 2024 Year Herein above written in the presence of:

for Agra Smart City Limited

Signed & Sealed

for Chief Executive Officer,
Agra Smart City Limited.

For M/s MM Optimal Competence Pvt. Ltd.,

For MM OPTIMAL COMPETENCE PRIVATE LIMITED

Signed & Sealed

Authorised Signatory

Witness

SAURABH ASPIRAL
Technical Specialist / CDO

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ANNEXURE**List of PA System**

Under Agra Smart City Project "Integrated Command & Control Center", 43 Nos. Public Address system is installed in Agra city as per detail below:

Sr.No.	Junction
1	Amar Singh Gate (Red Fort)
2	Manoj Dhaba
3	BijligharChouraha
4	BodhlaChouraha
5	CollectorateTiraha
6	Karkunj
7	HariparwatChouraha
8	ItmadUdDullahTiraha
9	Kerawalitiraha, runakta, entry point
10	keriya more, saraikhawaja entry point
11	NunihaiTiraha
12	Panchkuiya
13	PuraniMandiChouraha
14	PWD Club Choraha
15	Ram baghChouraha
16	SaiKaTakiaChouraha
17	SaketChouraha
18	ShamshanGhatChouraha
19	SikandaraSabjiMandi
20	SoorsadanTiraha
21	St Johns Chouraha

22	Subhash Park Tiraha
23	Taj View Tiraha
24	TargharChouraha
25	TDI Mall
26	TedhiBaghiya, Entry Point
27	Waterworks Junction
28	Madhu Nagar
29	Agra College Tiraha
30	DeewaniTiraha, New Agra
31	DhakranChowk
32	Paschimpuri
33	IdgahChouraha
34	Kargil Petrol Pump Tiraha
35	KhandariChouraha
36	LohaMandiChouraha
37	Maruti Estate Chouraha
38	NalbandChouraha
39	PratapuraChowk
40	Raja MandiChouraha
41	State Bank Tiraha
42	Sultan Ganj Ki Pulia
43	University Gate Khandari Campus

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