



INDIA NON JUDICIAL



IN-UP63401066637693W

Government of Uttar Pradesh

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Certificate No. : IN-UP63401066637693W
Certificate Issued Date : 13-Feb-2024 02:48 PM
Account Reference : NEWIMPACC (SV)/ up14743104/ MUZAFFARNAGAR SADAR/ UP-MJF
Unique Doc. Reference : SUBIN-UPUP1474310423125892635355W
Purchased by : RELIANCE BP MOBILITY LTD
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : Not Applicable
Consideration Price (Rs.) :
First Party : MS PRAMDEV FOODS PROP NARENDRA JAIN
Second Party : RELIANCE BP MOBILITY LTD
Stamp Duty Paid By : RELIANCE BP MOBILITY LTD
Stamp Duty Amount(Rs.) : 600
(Six Hundred only)



Please write or type below this line

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Proprietor



0025798884

Statutory Alert:

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

LICENCE AGREEMENT

This License Agreement ("Agreement") is executed on 13/02 2024 ("Execution Date") and will be effective from 13/05 2024 ("Effective Date/Commencement Date")

BY AND BETWEEN

M/s PRAMDEV FOODS, incorporated under the provisions of Companies Act 1956/2013 and having its registered office at Jain Ashikhanji, Near Bharat Medical College, 532 Bijpur, Meerut- Rurki NH, Muzaffarnagar, Uttar Pradesh-251001 contrary to and / or repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns), through its authorised representative / signatory
Mr Narendra Singh of the **FIRST PART**

AND

Reliance BP Mobility Limited, a company incorporated under the Companies Act 2013, and having its registered office at Maker Chambers IV, 3rd Floor, 222, Nariman Point, Mumbai 400021 (hereinafter referred to as "Licensee", which expression shall mean and include, unless it be repugnant to the context or meaning thereof, its affiliates, successors and assigns) through its authorised representative/ signatory **Mr. Vaibhav Wazalwar** of the **SECOND PART**.

Hereinafter the Licensor and the Licensee are individually referred to as a "Party" and collectively as the "Parties"

WHEREAS

- A The Licensor is *inter alia* running and managing Jain Ashikhanji, Near Bharat Medical College 532 Bijpur, Meerut- Rurki NH, Muzaffarnagar, Uttar Pradesh-251001 (hereinafter referred to as the "Premises")
- B The Licensee is *inter alia* engaged in the business of offering electric vehicle ("EV") charging services, battery swapping services through its network of EV charging infrastructure to its customers ("Licensee Business")
- C The Licensee has approached and requested the Licensor for permission for access to and use of dedicated electric car slots, situated inside the Premises, more particularly detailed under **Annexure B ("Premises")**, for the purposes of developing the EV Charging Infrastructure at the Premises and using and accessing the Premises and such EV Charging Infrastructure for parking and charging of EVs.
- D The Licensor has agreed to accede to this request on the terms and conditions set out under this Agreement and grants the license thereto to develop the Charging Facility and use the Premises and the right to develop EV Charging Infrastructure at the Premises (collectively the Premises, along with the fixtures, equipment, fitting, Existing Facilities and the EV Charging infrastructure, at the Premises referred as "Charging Facility"), to the Licensee, on the such terms and conditions as contained herein.
- E In view of the aforesaid, the Licensor has represented to the Licensee that the Licensor being the developer of the Premises is competent to grant the Premises at the Premises on license, to the Licensee for the said Purpose and in this respect, has represented that (i) the Licensor has the absolute and rightful possession of and/or sufficiently seized the possession of the



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Premises, together with all improvement, appurtenant rights, fixtures, equipment, fitting and Existing Facilities there, and (ii) has obtained consent from the Owner in relation to the grant of license of the Premises to the Licensee.

- F. This license Agreement is hereby made expressly contingent upon the satisfaction of the Conditions Precedent set forth in Clause 2.7 (a) below and in the event the Conditions is not satisfied within a time period of 2 (two) months from the date of execution of this Agreement, then this Agreement will automatically stand null and void ab initio and will have no further force.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, MUTUAL COVENANTS AND PROMISES SET FORTH HEREINAFTER AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THIS AGREEMENT WITNESSETH AS UNDER

I. DEFINITION AND INTERPRETATION

I.1. Definitions

In this Agreement the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them below

"Agreement" means this license Agreement including any Schedules or Annexures hereto, as amended from time to time.

"Applicable Laws" means all laws, brought into force and effect by the Government of India or any State Government including rules, regulations and notifications made there under and judgements, decrees, injunctions and orders of any court of record, applicable to this Agreement and the Charging Facility and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement.

"Approvals" means all clearances, licences, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the construction, operation and maintenance of the Premises and the EV Charging Infrastructure or any part thereof, during the subsistence of this Agreement.

"Charging Station" shall mean a station where the EVs are charged

"Charging Point / Gun" means each gun / connector of each of the Charging Station.

"Specifications" means the drawings, designs, specifications and documents pertaining to the design and development of the Charging Facility.

"Electricity Charges" means the electricity charges payable by the Licensee to the Licensor, at actuals, on a monthly basis, calculated on the basis of the actual electricity consumed at the Premises at such tariff rates, as applicable in the relevant State and in respect of DG Electricity Facility, the charges for units consumed on DG Electricity Facility.

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"Existing Facilities" means such facilities, fixtures, equipment, installations existing at the Premises as on the date of execution of Agreement, details/dimensions of the larger premises, details/dimensions of charging facility area

"EV Charging Infrastructure" shall mean the functional infrastructure at the Premises for the charging of EVs including, *inter alia*, Charging Stations, electrical meter/sub-meters together with the necessary and ancillary installations, works, facilities, reworks etc. in relation thereto.

"Governmental Authority" means any central, state, local or municipal governmental body, any governmental, regulatory or administrative agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority, jurisdiction or power, or any court or governmental tribunal

"IPRs" or "Intellectual Property Rights" means on a worldwide basis, all patents, copyrights, trade secrets, service marks, trademarks, trade names, trade dress, trademark applications and registrations, internet domain names, design rights, and all other proprietary and intellectual property rights as may exist now and hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under any Applicable Law

"KWh" means kilowatt hours

"Electric Car Slot" shall mean parking slot at the Premises for the purposes of availing the EV Charging Infrastructure/facility by the Licensee

"Unit" mean KWh (kWh).

2. SCOPE OF ARRANGEMENT AND GRANT

- 2.1. The Licensors hereby agrees to undertake the repairs, paint, cleaning, lighting, other maintenance works etc. at the Premises by the Commencement Date, in accordance with the terms of this Agreement.
- 2.2. The Licensors hereby grants to the Licensee the license and right to use and occupy the allocated area within the Premises and "Charging Facility" (i.e. the Premises, EV Charging Infrastructure, together with all improvement, appurtenant rights, fixtures, equipment, fitting and Existing Facilities, common areas and facilities thereat), without creating any tenancy rights in favour of the Licensee, with effect from the Commencement Date until the expiry of the License Term or earlier termination of this Agreement in accordance with the terms herein.
- 2.3. The Licensee hereby agrees and acknowledges that, the right to use and access Charging Facility and Electric Car Slots by the Licensee granted pursuant to the license granted herein shall not be construed as amounting to transfer of any title, benefit or interest in the Premises at any point in time
- 2.4. The Charging Facility shall be used and/or occupied by the Licensee or any of its customers, visitors, invitees, affiliates, sub-licensees, authorised partners, contractors or service providers for the purposes of carrying out the said Business at the Premises and running, operating and managing the EV Charging Infrastructure in relation thereto. The Parties further agree that the Licensee may also use by itself or by sub-licensing to its



affiliates/customers/authorised partner contractors and/or service providers, the Charging Facility (in whole or in part) for purposes of its Business or for any purpose ancillary and incidental to the rendering of services and operations of the EV Charging Infrastructure for the purpose of providing EV charging services without any restrictions and interruptions from the Licensor.

- 2.5 The Licensee shall pay the monthly License fee to the Licensor as per details provided in Annexure A for use and occupation of premises for its business purpose during the License Term. The Licensor shall not, directly or indirectly, enter into any contract or arrangement with any other third party or any another EV charging/ EV manufacturing/ EV mobility service company, in this entire premises, which has an intention to provide EV charging infrastructure and services to any entity engaged in the business of owning, leasing, operating, managing and/or maintaining EV fleet or EV mobility solutions platform, create Electric Car Slots or set up EV charging business for captive/public consumption.
- 2.6 The Licensee shall be solely and exclusively entitled to do all acts and as may be required for the running, operating and managing the Charging Facility for the purposes of or in furtherance to the Licensee's Business.
- 2.7 Other Terms & Conditions
- (a) The Licensor has confirmed to the Licensee that the Premises does not have a spare power load of 90KW to be used by the Licensee for the Charging Facility and the Licensee shall apply for a separate electricity connection from the same load under Electric Vehicle Charging Category. The Licensor has no objection and shall cooperate with the Licensee and DISCOM with regards to NOC required for this purpose, technical support and access to LT panel room and substation to make electricity connection available to the licensee. It is specifically agreed between parties that this Agreement is subject to the condition that the Licensee gets electricity connection (~90KW) under EV Charging Category from the existing electrical infrastructure of the Premises and the Licensor shall extend full support and co-operation to the Licensee and DISCOM in this regard.
- (b) The Licensor shall provide sufficient lighting, maintain sewage line, thorough cleaning of premises, running of fans / blowers at regular intervals, clear entry & exit gates / ramps, common washroom facility, clean, dry and whitewashed walls, safe noise level, proper air circulation, uninterrupted mobile connectivity etc. where the Premises is situated.
- (c) The Licensor hereby agrees and undertakes to assist and co-operate, including but not limited to execution of the necessary documents / NOC or other documentation formality required by electricity distribution company, with the Licensee to obtain fresh electricity connection from the relevant authority / electricity distribution company under EV Charging Category for EV Charging Facility, at the cost and expense of the Licensee.
- (d) The Premises shall be used by the Licensee to set up Charging Facility and Electric Car Slots for Electric Cars to run 24/7 business operations. The Licensor shall not have any objection with the Licensee to running round the clock operations and movement of the vehicles (entry & exit). The personal vehicles of the staff of the Licensee shall also be allowed to be parked in the Premises. (no extra space required so no additional cost

(Parking charges) The Licensee shall be permitted to do civil, electrical and fabrication works including drilling in the floor or wall to set up EV charging stations or related work however the Licensee must ensure that while executing such works no damage is caused to the structure, property and/or any other equipment installed by the Licensor in the Premises and if any such damage is caused then the Licensee will be responsible to make good the said loss, damage and restore the premises at its own cost and expenses.

- (e) The Licensor shall ensure that there is no water logging, leakage or overflowing of water in the Premises as it could cause damage to the EV Charging Infrastructure at the Premises, electrical system, EV chargers and pose a risk of electrical shock and fire.
- (f) There should be a suitable fire detection system and firefighting equipment, including fire hydrants installed by the Licensor in the Premises and the Licensor shall follow SOPs for fire prevention, detection, and control. Also, fire suppression equipment and smoke detection & ventilation system should be in place at the Premises.

3. COVENANTS OF THE LICENSEE

- 3.1. The Licensee shall permit the Licensor and his/her agents to enter the Premises for the purpose of inspection and maintenance of services or for any other purpose connected therewith subject to the Licensor and its agent.
- 3.2. The Licensee shall use the Premises for its business activities, office/staff/guest/visitor purposes only and shall not carry on or permit to be carried on the Premises or in any part thereof any activities which shall be or are likely to be unlawful, obnoxious or of nuisance, annoyance or disturbance.
- 3.3. Upon expiry or sooner termination of this Agreement on any ground or for any reason whatsoever, the Licensee shall be entitled to remove and/or caused to be removed itself and its staff members occupying and/or using the Premises and its respective belongings, chattel, articles and things from the Premises after clearing the dues of the licensor and in case any undisputed charges, dues remains unpaid then Licensee shall not be entitled to remove its and/or its staff respective belongings as stated above until clearance of all such dues and the Licensor shall have the first charge over all such belongings in premises and shall also have right to sell/dispose such belongings (up to the extent of dues) in order to recover its dues.
- 3.4. The Licensee shall be at liberty to install at its own cost any number of telephone connections, internet connections, computers, printers and other electronic devices / equipment that may be required for its business and/or related to the Licensee Business.

4. MAINTENANCE SERVICES

- 4.1. The Licensor undertakes to perform and provide, either through itself or through any authorized third party or nominee, the services and facilities in relation to the upkeep, operation and maintenance of and undertake all repairs, up gradations, restorations, replacements and ancillary services in relation to the Existing Facility, fitting and fixtures at the Premises.



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- 4.2. In case the Licensee determines that the Existing Facilities or any of the infrastructure, services or facilities at the Premises provided by the Licensor to the Licensee under this Agreement, require upgradation, modification, repair or are defective and not fit for the purpose of carrying out the Licensee Business at the Premises or any water logging, water leakage issues arises at the Premises ("Defect"), then the Licensor will be responsible for undertaking the requisite replacement, upgradation, repair and modification to cure such Defect ("Defect Repair Works") at its own cost, within a period of 2 (two) days from an intimation to occurrence of such Defect by the Licensee.
- 4.3. In the event, the Licensor does not (i) undertake the Defect Repair Works within the time period specified above, the Licensee will have the right to get such Defect Repair Works done by a third party contractor, at the risk, expense and cost of the Licensor and the Licensor, hereby, agrees that the Licensee will have right to deduct the same from any payment due from the Licensee under the terms of this Agreement (including, *inter alia*, on account of the Licensee Fee, Electricity Charges etc.)
- 4.4. The Licensor shall maintain the exterior of the said dedicated Electric Car Slots area in good presentable state and the Licensor shall permit the Licensee to put up, affix and display sign board of reasonable size in conformity with the other existing sign boards in the dedicated Electric Car Slots area without any extra fee subject to the payment of such taxes (if any) as may be levied by the Municipal Authorities in this regard.

5. LICENSE FEE

5.1. License Fee:

In consideration of the Licensor granting to the Licensee the exclusive right and the license to use and access the Premises and setting up of Charging Facility and providing Maintenance Services in accordance with the terms of this Agreement, the Licensee shall pay to the Licensor a monthly license fee as a share of service fee equivalent to Rs 1.5 per unit (Rs /KWh excluding the cost of electricity) (mentioned in Annexure) sold every month ("License Fee") or 2500 Rs per parking slot whichever is higher. The Parties agree that the License Fee is exclusive of GST and the Licensee shall be liable to bear and pay the GST and all other taxes, as imposed by the Government Authority(ies). The Licensor agrees to not charge the Licensee any fee, cost, expenses (including, *inter alia*, the License Fee, Electricity Charges and any Water Charges) in respect to the Premises for a period of 90 days, wherein the Licensee will complete installation of the Electric Vehicle Charging Infrastructure.

5.2. Invoicing and Payment:

- (a) The Licensor agrees and undertakes to issue separate monthly invoices on 1st of every calendar month towards the License Fee, payable by the Licensee to the Licensor for the immediately preceding calendar month ("Invoices"). Within 20 (Twenty) Business Days from the date of receipt of Invoices from the Licensor, the Licensee shall pay the monthly License Fee as stipulated in the relevant Invoices along with the applicable GST, to the Licensor through RTGS/ NEFT. However, if there is any unintentional delay in payment of License Fee due to some inadvertent error or malfunctioning of software and procedures of the Licensee, the Licensor shall accept the delayed payment towards the relevant Invoices without any objection and the acceptance thereof will constitute a waiver of the Licensee's right to make any claim in respect of the delayed payment of the License Fee.

- (b) All payments under this Agreement will be subject to applicable taxes (with applicable surcharge and cess, if any) and deduction and deposited with the authorities in accordance with the Applicable Laws of India. Both Parties herein agree to bear taxes on their respective incomes, revenues and/or borrowings.

5.3. Electricity Charges:

- (a) Till the time, the licensee obtains EV tariff connection in its own name, licensee will continue to pay to the licensor the electricity charges based on the actual unit bill receipt from the Discom agreed upon before signing the agreement. The Licensee will not be liable to pay any demand charges charged by the DISCOM to the Licensor. The Licensor shall on 1st of every calendar month raise a reimbursement invoice on the Licensee in respect of the Electricity Charges paid by the Licensor for the previous calendar month together with the copy of the electricity bill for the previous month and the receipt of the payment made by the Licensor in respect of the same. The Licensee shall make payment towards the Electricity Charges as given in the invoice within a period of 20 (Twenty) Business Days from the date of receipt of the aforesaid invoice and supporting document in respect of the Electricity Charges.
- (b) In the event the Licensee, based on its internal records and data, is of the view that the Electricity Charges mentioned in the invoice and the electricity bill is incorrect, then the Licensee shall provide to the Licensor the documents, information and data relied on by the Licensee in arriving at such determination and shall pay to the Licensor only the amount of Electricity Charges which is due as per the such records, information and data of the Licensee. The Licensor agrees that it shall be the responsibility of the Licensor to take up the inaccuracy and incorrectness of the electricity bill with the Electricity Supplier/DISCOM and the Licensee shall provide all necessary support, cooperation, document and information to the Licensor in this regard.

5.4. Other Payment Covenants:

- (a) The Licensor shall at all times ensure timely payment of electricity bill in respect of the Non- EV use and agrees to fully indemnify the Licensee for all damages, claims or penalties suffered by it due to late payment or penalty or fine imposed on account of late, deficient or non-payment of the same.
- (b) The Licensor hereby agrees and undertakes that as of the Effective Date there are no outstanding electricity charges, other charges due and payable in respect of the dedicated Electric Car Slots area of the Premises.
- (c) The Licensor shall be responsible to pay the Governmental Authorities all taxes, cess and/or levies related to the Premises. However, any taxes, cess and/or levies associated with the Licensee Business shall be borne by Licensee.
- (d) The Licensor shall at all times ensure that payment of all past, present and future property taxes (including local or municipal taxes) in respect of the Premises have been paid and/or will be paid on time however the liability of payment of any municipal taxes w.r.t. boards/hoardings placed by the Licensee with respect to its business in said premises shall always be of Licensee.



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6. TERM AND TERMINATION

6.1. Term:

This Agreement shall be effective from the execution date hereof and shall be valid for a period of 120 months commencing from Commencement Date ("**License Term**"), unless terminated earlier in accordance with this Agreement. The Parties agree that the Parties may mutually renew the license granted herein for a further term (extendable up to another 5 years). On such renewal, the Parties shall execute separate license agreement on same terms as contained herein.

6.2. Lock-in:

The Parties agree that the initial period of 12 months of the License Term, commencing from the Commencement Date shall be a lock-in period ("**Lock-in Period**"), during which neither the Licensor nor the Licensee shall have the right to terminate this Agreement for any reasons whatsoever. Post the Lock in period till then the end of license term, the licensor cannot terminate the agreement with the licensee. It will be the prerogative of the licensee to terminate the agreement post the lock in period.

7. REPRESENTATIONS AND WARRANTIES

7.1. Each Party represents and warrants to the other Party that:

- (a) it has the requisite power and authority to enter and perform this Agreement. This Agreement constitutes binding obligations in accordance with its terms;
- (b) it has not done, executed or performed any act, deed or thing or suffered anything whereby any of the Parties may be prevented from entering into/ executing the Agreement and transaction contemplated thereunder;
- (c) the execution, delivery and the performance by the Party of this Agreement will not, conflict with or result in any material breach of or default (with or without notice or lapse of time, or both) under any law or order applicable to the Parties; and
- (d) it undertakes to notify other Parties, in writing, if they become aware of any fact, matter or circumstance (whether existing on or before the date of this Agreement or arising afterwards) which would cause any of the Party's representation and warranties, to become untrue or inaccurate or misleading in any material respect.

7.2. The occurrence of any of the following events/acts, or any other ground for termination provided elsewhere in this Agreement, shall constitute good cause for the Licensee at its option and without prejudice to any other rights or remedies provided for hereunder or by law or equity to terminate this Agreement by giving a notice in writing to the Licensor ("**Licensor Event Of Default**"). Such notice shall specify the default(s) committed by the Licensor and shall set out the period not exceeding 20 (Twenty) business days for the Licensor to cure or remedy the breach or default (if capable of being remedied or cured) resulting in the Licensor Event of Default ("**Licensor Cure Period**"), failing which the Licensee shall be entitled to terminate this Agreement with immediate effect. If the Licensor is unable to cure and/or remedy the breach or default within the Licensor Cure Period, the Licensee may at its sole



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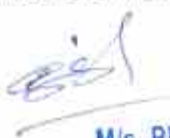


discretion extend the Licensor Cure Period for curing such breach. The Licensor's Events of Default are listed as under

- a. if the Licensor is having a receiver or manager appointed on any part of its undertaking or assets or in the event of the bankruptcy or liquidation of the Licensor's License, or a valid application, as determined by Licensee, is made or an action is initiated with a view to cancelling its registration or appointing a liquidator or other officer to investigate any of its affairs, pursuant to any Applicable Law, it is unable to pay its lawfully accrued debts as and when they fall due; or circumstances exist which would enable the court upon application to order its winding up in accordance with Applicable Law;
- b. if the employees, representatives, contractors, directors or key managerial person(s) of the Licensor are alleged to have committed a serious offence, which would, in the unfettered opinion of Licensee, bring the Licensee, its Brand name or the Licensor into bad repute;
- c. in the event the Licensor or its Staff, employees, representatives, contractors, consultants, agents carries out or permits to be carried out an illegal or unethical activity which would, in the unfettered opinion of the Licensee, bring the Licensee, its Brand name or the Licensee into bad repute;
- d. an event occurs expressly entitling the Licensee to terminate this Agreement under any other provision of this Agreement;
- e. the Licensor fails to comply with any material term of this Agreement;
- f. the Licensor breaches any covenant, agreement or obligations contained in this Agreement, or imposed by Applicable Law/Applicable Permits to be observed and performed by the Licensor;
- g. if Licensor, its employees or representatives, fail to comply with the Applicable Laws, rules and regulations;
- h. if any representation made or warranties given by Licensor under this Agreement are found to be false or misleading to the extent that they cause any form of damage, losses or result in insufficiency of provision of Licensor's Services to the Licensee;
- i. if the Licensor suspends or fails to provide unfettered and uninterrupted access to the Charging Facility;

7.3 In addition to the representations and warranties given by the Licensor herein this Agreement, the Licensor further represents and warrants to the Licensee that:

- (a) except as specifically acknowledged and agreed herein, the Premises is free from all impediments, restrictions, Encumbrances, liens of any nature whatsoever, including but not limited to, previous sale, gift, mortgage, lease, claims, demands, orders, judgment or any notifications or violation of any Applicable Law; and there are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions or governmental investigations of any nature pending or, threatened against or with respect to the Premises and Premises and there is no order restraining the Parties under any said suit or otherwise from dealing with the Premises and the Licensor assures the Licensee that the rights to be acquired by the Licensee under this Agreement shall not be affected in any manner; and
- (b) during the License Term of this Agreement, the Licensor shall not directly or indirectly, through any representatives or otherwise, solicit or entertain offers from, negotiate with or in any other manner encourage, discuss, consider or assist any proposal or enter into any arrangement, understanding or scheme of any nature with any third party in



respect of the Premises or for any matter which may affect the ability of the Licensee and the Licenser to consummate this Agreement

- 7.4 Each Party hereby indemnifies and shall keep indemnified the other Party, its affiliates, agents, employees, directors, officers, shareholders, subsidiaries, divisions, contractors, successors and assigns from and against all claims, liabilities, losses, costs, damages, legal costs in connection with a demand, action, arbitration, or other proceeding arising directly or indirectly as a result of or in connection with or related to *inter alia*, any breach of terms of this Agreement; any Event of Default done by the such Party; any negligent act or omission, default or misconduct of such Party or its representatives, employees, agents, servants, contractors in performing any other of its obligations under this Agreement; any warranty, promise or representation made by either Party or any of its employees, agents, or other persons acting on such Party's behalf which is beyond the scope of or permitted by the other Party; and/or breach of statutory duty, of or by either Party, or its directors, employees, agents or contractors.

8 INTELLECTUAL PROPERTY RIGHTS

Each Party undertakes that it shall not use any branding, confidential information, Intellectual Property Rights (including but not limited to logo, registered/ unregistered trademark etc.) of other Party in any way whatsoever whether on its website, mobile application, premises, official communications print or electronic format without the prior written consent of other Party in this regard. The Parties to the Agreement shall own their respective Intellectual Property Rights. The Parties to the Agreement shall inform the other party of any unauthorized, improper or misuse of the Intellectual Property Rights by any third party, which is owned by such other party. Neither party shall remove nor destroy any copyright notices, trademarks or other proprietary markings on the services, software, documentation, marketing material or other materials related to the services of the other Party.

9 NOTICES

All notices, consents, waivers and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt); or (b) when received by the addressee, if sent by a recognized overnight delivery service (receipt requested), in each case to the appropriate addresses set forth below (or to such other addresses as a Party may designate by notice to the other parties):

If to the Licenser:

Jain AsliShikanji
M/s Pramdev Foods.
Near Bharat Medical College, 532 Bijopur, Meert- Rurki NH,
Muzaffarnagar, Uttar Pradesh- 251001

If to the Licensee:

Name : Vaibhav Wazalwar
Address: Reliance Corporate Park, MIDC Industrial Area,
Ghansoli, Navi Mumbai, Maharashtra 400701
Email: Vaibhav.Wazalwar@jiobp.com



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10 **GOVERNING LAW AND DISPUTE RESOLUTION**

10.1 This Agreement shall be governed by the laws of India, the courts and tribunals of Mumbai have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including any disputes regarding the existence, validity, or termination of the Agreement).

10.2 If any dispute, controversy or claim arises under, out of, or in relation to this Agreement, including any dispute concerning the formation, construction, interpretation, or breach of this Agreement, then such dispute shall at the first instance be attempted to be resolved through mutual good faith consultations. If the dispute is not resolved in this manner within forty-five (45) days of either Party sending a notice in this regard to the other party of such dispute, then the dispute shall be resolved by a sole arbitrator jointly appointed by both the Parties under the provisions of the Arbitration and Conciliation Act 1996 and the award made in pursuance thereof shall be final and binding between Parties. The seat and venue of the arbitration proceedings shall be Mumbai.

11 **ASSIGNMENT AND SUB LICENSE**

Without prejudice to the generality of the above, the Parties further agree that the Licensee may also use by itself or by sub-licensing to its affiliates/subsidiaries/associate companies/group companies and/or outsource to third parties, the Charging Facility (i.e. the Premises, the EV Charging Infrastructure or any part thereof) for purposes of undertaking and carrying out the Licensee Business at the Premises by utilising the EV Charging Infrastructure (whether in whole or in part) or any other activity ancillary and incidental to the leave and licence granted under this Agreement. Licensor cannot assign the rights, obligations, and entitlements under this Agreement to any third party without the prior approval of the Licensee.

12 **RESTRICTIVE COVENANTS**

The Licensee agrees that in the event the (i) Licensor transfers the Premises or any part thereof (area leased out to the Licensee) or has direct or indirect impact on the business operations of the licensee or contravention to the terms of this Agreement; or (ii) the Proposed Transferee refuses to enter into a novation or fresh agreement (on the same terms and conditions) or does not provide a letter agreeing to be bound by the terms of this Agreement; (iii) Licensor is unable to meet its debt commitments resulting in the lender taking any legal recourse and action against the Licensor /taking possession of the Premises, in addition to the other rights and remedies available to the Licensee under law, in contract or in equity, then the Licensor shall be liable to pay to the Licensee the genuine pre-estimated liquidated damages of an amount equivalent to (X) License Fee for the balance period of the License Term or (X) of the Security Deposit Amount, whichever is more.

13 **FORCE MAJEURE**

13.1 The Licensee shall not be liable for any loss, damage or additional expense in respect of the Premises arising out of and in relation or as a result of any event which could not have been reasonably foreseen, or the consequences of which could not have been reasonably avoided by Licensee, even with the exercise of all due care, including an act of God, fire, casualty,



flood, failure of public utilities, injunction or any act, exercise, labour or civic unrest, assertion or requirement of any governmental authority, epidemic, any government order or change in regulation/law which renders the Licensee incapable of performing the obligations under this Agreement, strikes, commotion, unrest, war or threat of war, terrorist activity, epidemic, pandemic, industrial disputes, natural or man-made disaster, adverse weather conditions and all similar events outside the Licensee's control ("**Force Majeure Events**").

- 13.2 Upon the occurrence of the Force Majeure Event, the Licensee may give to the Licensor a written notice of such event within 15 days after the occurrence or presence of such conditions and in that event, the performance of such obligations/ covenants shall be suspended during the period Force Majeure Event continues and no consideration/ payment amount, as payable under this Agreement, will be payable by the Licensee to the Licensor during such period. The Party affected by the Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event. If a Force Majeure Event occurs, the License Term of this Agreement shall get automatically extended in proportion to the time during which the Force Majeure circumstances continued. Further, if the Force Majeure Event continues for more than 3 (Three) months, the Parties shall hold further negotiations to find acceptable alternative ways of fulfilling obligations under this Agreement and mutually agree on the revised terms on continuation of this Agreement or the parties shall have the option to terminate this Agreement.

14 **MISCELLANEOUS**

14.1 **Relationship**

The Parties to this Agreement are independent contractors entering into this Agreement freely of their own volition. Nothing contained or implied in this Agreement shall constitute or be deemed to constitute a partnership or agency between the Parties hereto and none of the Parties hereto shall have any authority to bind, commit, act, create obligation or make any representations on behalf of the other Party.

14.2 **Severability**

If anything in this Agreement is unenforceable, illegal or void then it is severed, and the rest of this Agreement remains in force.

14.3 **Waiver**

A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right. The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right. A waiver is not effective unless it is in writing. Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

14.4 **Injunctive Relief**

This Agreement shall be specifically enforceable at the instance of any Party. The Parties agree that a non-defaulting Party will suffer immediate, material, immeasurable, continuing and irreparable damage and harm in the event of any material breach of this Agreement and the remedies at law in respect of such breach will be inadequate (each Party hereby waives the claim or defence that an adequate remedy at law is available) and that such non



defaulting Party shall be entitled to seek specific performance against the defaulting Party for performance of its obligations under this Agreement in addition to and without prejudice to its rights to claim losses and any other rights available to it under this Agreement or under the process of law or any equitable remedies available to it.

14.5 Survival

Each obligation, which expressly survives or can survive the end of the License, continues in force despite the termination of this Agreement and the end of the License.

14.6 Counterparts

This Agreement may be executed in one or more counterparts, and each such counterpart will be deemed to be an original copy of this Agreement and all such counterparts, when taken together, will be deemed to constitute one and the same agreement.

14.7 Entire Agreement

This Agreement constitutes a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter and supersedes all prior agreements, whether written or oral, between the Parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by all the Parties.

14.8 Additional Terms:

- A. Licensee may at its own option and costs install CCTV cameras at the said Location only for the security of the EV Charging Infrastructure as per the statutory guidelines, however, the footage thereof shall be shared with Licensor as and when the same is sought.
- B. General up-keep around the said Location shall be maintained by Licensor.
- C. Licensee reserves exclusive rights only in respect of data collected by it from End Users when logged by the charger or other device attached thereto at EV Charging Infrastructure including End Users data, EV charging data, electricity consumption data etc.
- D. Licensee reserves the right to charge appropriate and reasonable charging fee as deemed suitable and fit from the End Users as per applicable laws and regulations.

14.9 Stamp duty and Registration

The Agreement for the Premises shall be registered or notarised and the charges pertaining to the same and registration charges and stamp duty shall be borne by both the parties in equal proportion. Costs and expenses incurred by each Party in relation to the negotiation, preparation and execution of this Agreement shall be borne at their own.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE SEAL AND SIGNATURE TO THESE PRESENTS ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESS:




M/s PRAMDEV FOODS

Proprietor



Signed, sealed, and delivered by, for and
on behalf of the Licenser


Name: Mr Narendra Singh
Designation: Director

Signed, sealed, and delivered by, for and
on behalf of the Licensee


Name: Mr Vaibhav Wazalwar
Designation: Business Head

Witnesses

1.

Name:

2.


Name: LAXMI LADHA
DARL

M/s PRAMDEV FOODS

Proprietor

ANNEXURE A

part A

Details & Layout of the Premises



M/s PRAMDEV FOODS
Proprietor

Annexure B | Details of EV Charging Station

#	Details	Description
1	Location	29.549605333552336, 77.74782652336944
2	Address	Jain AsliShikanji, Near Bharat Medical College, 532 Bijapur, Meerut-Rurki NH, Muzaffarnagar, Uttar Pradesh 251001
3	Allotted Parking slots	2
4	Charger Configuration	CCS type- 60kW DC Fast Charger
5	License Fee (Rs)	Revenue Share @ 1..500 Rs /Unit or 2500 Rs per Parking Slot which ever is higher.
6	Agreement Term	10years
7	Lock-in Period	1 years from Service provider
8	Fit-out Period	90 days for Charging station

For and on behalf of Licensee (RBML):

Mr. Vaibhav Wazalwar

(Authorised signatory)



For and on behalf of Licensor:

Mr Narendra Singh

(Authorised signatory)

M/s PRAMDEV FOODS
Proprietor

Date: 13.02.2024

CONSENT LETTER

We hereby provide our non-exclusive consent to M/s Reliance BP Mobility Limited to enter our Leased premises located at below mentioned address, for the limited purpose of conducting their business activities:

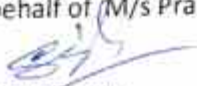
Jain AsliShikanji

*Near Bharat Medical College, 532
Bijapur, Meerut- Rurki NH,
Muzaffarnagar, Uttar Pradesh-251001*

This consent does not tantamount to creation of any right, title or interest in the aforesaid premises in favour of M/s. Reliance BP Mobility Limited

This consent letter is being issued on the request of M/s Reliance BP Mobility Limited only for the purpose for submission of proof of address for including the said premises as their additional place of business in their Goods and Services Tax (GST), Value Added Tax, State Sales Tax, and Central Sales Tax Registration (as applicable) in the State of UTTAR PRADESH.

For & on behalf of M/s Pramdev Foods


Authorized Signatory

M/s PRAMDEV FOODS

Name: Mr, Narendra Singh

Proprietor

Designation: Director

NO OBJECTION CERTIFICATE

Date: 13-02-2024

To whomsoever it may concern

Sub: No Objection Certificate to obtain Separate Electrical Connection and Meter.

We have no objection for granting separate permanent power / electrical connection and meter to Reliance BP Mobility Limited, for their Electric Vehicle Charging and Battery swapping station at our premises situated at Jain Ashi Shikanji, Near Bharat Medical College, 532 Bijipur, Meerut- Rurki NH, Muzaffarnagar, Uttar Pradesh-251001.

Thanking you,

Yours faithfully,

Signature: _____

Name of Lessor: Mr. Narendra Singh

M/s PRAMDEV FOODS

Proprietor