



सत्यमेव जयते

INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

Certificate No. : IN-GJ16041203000415U
Certificate Issued Date : 24-Aug-2022 12:24 PM
Account Reference : IMPACC (CA)/ gj13346606/ GULBAI TEKRA/ GJ-AH
Unique Doc. Reference : SUBIN-GJGJ1334660662140291583126U
Purchased by : IRM ENERGY LIMITED
Description of Document : Article 5(h) Agreement (not otherwise provided for)
Description : FACILITY AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : IRM ENERGY LIMITED
Second Party : MINDRA EV PVT LTD
Stamp Duty Paid By : IRM ENERGY LIMITED
Stamp Duty Amount(Rs.) : 300
(Three Hundred only)



Karan Khandel

Hiren N.



IN-GJ16041203000415U

JD 0012116080

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as 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.

AGREEMENT

This Agreement is hereby made and entered on this 24th day of August, 2022 at Ahmedabad by and between:

M/S. MINDRA EV PVT. LTD. office at 102, Devraj Industrial Park, Piplaj-Pirana Road, Piplaj, Ahmedabad, GUJARAT **through it's Authorized representative – Mr. Dhairya Shah** herein after referred to as "**MINDRA**", (Which expressions shall unless repugnant to the context or meaning thereof mean and include the LLP itself as well as the partners, owners, power of attorney holders, representatives, authorized person(s), administrators, executers, assigners etc. of the firm at respective point of time),

And

M/S. IRM ENERGY LIMITED, through it's Authorized representative - **Mr. Karan Kaushal (CEO)**, office at **4th Floor, Block-8, Magnet Corporate Park, Nr. Sola Bridge, S. G. Highway, Thaltej, Ahmedabad 380054, Gujarat** herein after individually referred to as "**IRMEL**" (Which expressions shall unless repugnant to the context or meaning thereof mean and include himself, their heirs, successors, administrators, executers, assigners, representative, power of attorney holder, etc.)

MINDRA intends to install Electric Vehicle charging related equipments and installations at the CNG stations of IRMEL. IRMEL shall allow MINDRA to install such equipments and other installations at designated CNG station.

IRMEL and MINDRA shall individually referred to as "Party" and collectively as "Parties"

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS-

1. This agreement shall come into existence on this 24th day of August 2022 and shall be continued for 5 years from the date of commencement. However, the period of this agreement can be extended in future after recording terms & conditions a fresh.
2. MINDRA shall install all necessary equipments and installations relating to Electric Vehicle Charging Station (EVCS) having an installed capacity of 30KW which can upgraded to 60KW and the cost of the civil construction, foundation, fabrication, electrification, power supply connection expenses etc. shall be paid by IRMEL.
3. The locations of EVCS shall be mutually agreed upon by both the parties and shall be communicated through separate annexure signed off by both parties and shall form an integral part of this agreement.
4. All necessary periodical maintenance shall be carried out by MINDRA ₁ hence the responsibility of continuous uninterrupted operation of Electric Vehicle Charger (EVC) is of MINDRA only.



FOR, MINDRA EV PRIVATE LIMITED
[Signature]
AUTHORISED / DIRECTOR

5. All technical maintenance, follow-up, repairs, parts, in case of any fault MINDRA shall make it clear by his own source & cost and shall take care of smooth and immediate power supply restoration. MINDRA shall arrange to repairs and clear such technical fault maximum within 8 working hours from the time of intimation given to him. Thus, MINDRA shall be responsible for regular uninterrupted operation of EVC. Accordingly, all the expenses including parts, repairing, updating, travelling etc. shall be the responsibility of MINDRA. MINDRA shall be responsible for providing monthly 97% availability of the operations of EVC, if MINDRA fails to maintain the same, MINDRA shall be penalized with Rs.5,000/- per 1% unavailability below 97% maximum upto Rs.40000 per month. The penalty imposition shall come in practice after 3 months from successful commissioning of EVCS.
6. This equipment is completely based on software and App system which shall be maintained, updated and managed by MINDRA only. MINDRA shall be responsible for providing Cash Management Facility (CMS). Discontinuation of operation of such system can only be done with one-month prior written notice to IRMEL by MINDRA.
7. As for the payments to be received electronically, MINDRA shall configure it's bank account in their software, digital application etc. so that such receipts of electronic mode are credited directly to MINDRA's bank account.
8. IRMEL shall handle the day-to-day operations at site for which manpower, if required, co-ordination with MINDRA and power supply company, housekeeping/ maintenance of premises shall be its responsibility.
9. The service charges to be charged from customers shall be mutually decided by both the parties. Out of the such receivable amounts, all necessary expenses are to be incurred first.

IRMEL shall raise invoice on MINDRA as under:

Operating cost per unit (as mutually agreed to in writing) + Rs 3 per unit)*(Total Units Consumed). GST shall be extra at actual as per rates in force.

The invoice shall be raised on monthly basis and be paid by MINDRA within 7 days of receipt of invoice failing which penal interest @ 18% per annum for the period of delay shall be charged. This shall be paid to the IRMEL directly from this receivable amounts by MINDRA. The settlement of accounts shall be done on monthly basis hence the accounts of each month shall be settled in first week of every next month.

10. All the legal process, PESO, documentation with power supply co. shall be done by the IRMEL. However any documentation related to EVCS required during the process shall be provided to IRMEL by MINDRA.

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FOR, MINDRA EV PRIVATE LIMITED
John M
AUTHORISED / DIRECTOR

11. Both the Parties shall observe the contemporary prices running nearby and set the benchmark service charges accordingly.
12. Sole ownership of EV Charger will be of MINDRA.
13. Responsibility of obtaining all required approvals/permissions shall be of IRMEL.
14. In case of breach in any terms and condition by any of the party, a 30 days written notice shall have to be given to the party breaching the terms. However, in case the breach is not rectified, the aggrieved party shall have the right to terminate this agreement by serving a prior written notice of 90 days. All dues till the date of termination of the Agreement shall be settled by both the parties.
15. This Agreement supersedes all documents and writings (if any) executed/exchanged between the parties hereto in respect of the subject matter hereof. No additions, alterations or amendments to any of the terms, conditions and provisions mentioned herein, shall be valid, operative, effective, binding upon or enforceable against any of the Parties hereto unless the same are recorded in writing and signed by the Parties hereto.
16. Any change of address whether of MINDRA or of IRMEL shall be immediately intimated to other party by e-mail and/or registered post to ensure that the notices are mailed to the correct address.

The address of the parties as on the date of signing of this Agreement is as under-

M/S. MINDRA EV PVT. LTD.

102, Devraj Industrial Park,
Piplaj-Pirana Road, Piplaj,
Ahmedabad, GUJARAT
Authorized representative – Mr. Dhairya Shah
Email:

M/S. IRM ENERGY LIMITED,

4th Floor, Block-8, Magnet Corporate Park,
Nr. Sola Bridge, S. G. Highway,
Thaltej, Ahmedabad- 380054
GUJARAT
Authorized representative – Mr. Manas Khaire
Email: manas.khaire@irmenergy.com

17. Any dispute arising out of this Work order shall be mutually resolved amicably through negotiations by the Parties. If the dispute cannot be resolved by mutual consultation between the Parties, the same shall be resolved in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and rules framed thereunder (and as amended from time to time). IRMEL and



FOR, MINDRA EV PRIVATE LIMITED

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the MINDRA shall appoint one arbitrator each. The two arbitrators so appointed shall jointly appoint a third presiding arbitrator. The decision of the arbitrators so appointed shall be final and binding upon the concerned Parties.

In the event of the failure by any Party to appoint an arbitrator within 30 days from the date of receipt of notice from the other Party/ or failure by the two arbitrators appointed by the Parties to appoint the third arbitrator within a period of 30 days, such arbitrator(s) shall be appointed by the High Court of Gujarat. The language of arbitration shall be English. The place of arbitration shall be Ahmedabad.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day and year first hereinabove written.

IRME
For M/S. IRM ENERGY LIMITED



Karan Kaushal
CEO

MINDRA
For M/S. MINDRA EV PVT. LTD.

FOR MINDRA EV PRIVATE LIMITED

Dhairya Shah
Director

AUTHORISED / DIRECTOR

WITNESSES

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2 _____