

TRIPARTITE AGREEMENT

BETWEEN

Association For Rural Upliftment And National Allegiance (ARUNA),

AND

Capital Region Urban Transport (CRUT)

AND

Traveltime Mobility India Private Limited (TMIPL)

FOR

**“E-Ride Project as a feeder service to MOBUS”
An initiative towards gender inclusion and women empowerment”**

13 APR 2021



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Manoj Kumar Panda
MANOJ KUMAR PANDA
NOTARY, BHUBANESWAR
GOVT. OF ODISHA (INDIA)
Regd. No. - ON-52-2009

E-RICKSHAW AGREEMENT

This Tripartite Agreement sets out terms and understanding and is being entered into on this 19th day of April (Month), 2021 at Bhubaneswar, Odisha, India, by and between

M/s. Association for Rural Upliftment and National Allegiance, a developmental organisation having its registered office at Plot-20, Phase-III, Neelachal Nagar, Brahmapur-760010, Ganjam, Odisha, (hereinafter referred to as 'ARUNA' which expression shall, unless repugnant to the context or meaning thereof, include its affiliates, associates, successors, substitutes and permitted assigns) of the PARTY 1.

AND

M/s. Capital Region Urban Transport, a Special Purpose Vehicle (SPV) created by Housing & Urban Development Dept., Govt. of Odisha and registered under the Companies Act, 1956 and having its registered office at 548/1452, Kalarahanga, Patia, Bhubaneswar - 751024, Odisha (hereinafter referred to as 'CRUT' which expression shall, unless repugnant to the context or meaning thereof, include its affiliates, associates, successors, substitutes and permitted assigns) of the PARTY 2.

For Traveltime Mobility India Pvt. Ltd.

[Signature]
Director Signatory

[Signature]
General Manager (P&A)
Capital Region Urban Transport

AND

M/s. Traveltime Mobility India Private Limited (Operator), 1st Floor, Astral Court, B Wing, Near Gaikwad Petrol Pump, Aundh, Pune Maharashtra 411007 (registered office address) (hereinafter referred to as '**TMIPL**' which expression shall, unless repugnant to the context or meaning thereof, include its affiliates, associates, successors, substitutes and permitted assigns) of the PARTY 3.

BACKGROUND:

ARUNA is a developmental organisation working in Odisha with a group of young volunteers who have come together with a desire to address the development issues in their local area. Engaging with communities, women and children, young people, and sexual minorities, **ARUNA** adopts a right-based approach to support a healthy natural environment for sustainable development.

CRUT is the designated Public Transport agency of the city of Bhubaneswar where it operates a public transport service called Mo E-Rickshaws using a fleet of 100 E-Rickshaws and supporting infrastructure. **CRUT** has adopted a policy of hiring more than 50% of its E-Rickshaws conductors as women, making public transport in Bhubaneswar one of the most inclusive in the country and ensuring safer mobility for all.

TMIPL (Operator) is a Company was selected through tender process for the operation of Package -2 Bus operations of **CRUT**.

Whereas **ARUNA**, **CRUT** and **TMIPL** agree to co-operate with each other with an aim to promote electric mobility in the public transportation domain and reduce greenhouse gas emissions in the city of Bhubaneswar as part of this Project while creating opportunities for gender inclusion and women empowerment and, towards this aim of the aforesaid and for successful implementation of the Project, it is envisaged that a partnership be formed between **ARUNA**, **CRUT** and **TMIPL** whereby different roles and obligations are assigned to each party under an joint arrangement and as a first step to formalise the same, this Tripartite Agreement is being signed by and between the **ARUNA**, the **CRUT** and the **TMIPL** with the provisions hereunder:

ARTICLE 1: OBJECTIVES OF TRIPARTITE AGREEMENT

- a) To create a strong partnership between **ARUNA**, **CRUT** and **TMIPL** for successful execution of the project referred as '*E-ride*' or '*E-ride as the feeder service to MO E-RICKSHAWS (25 E-Rickshaws): An initiative towards gender inclusion and women empowerment*' in a manner that is beneficial to the general public and contribute towards meeting the mobility needs of city of Bhubaneswar in a clean and green manner.

For Traveltime Mobility India Pvt. Ltd.

Director Signatory

General Manager (P&A)
Capital Region Urban Transport

- b) To ensure that all the three Parties are able to derive the support of each other in terms of execution of its key tasks envisaged under the project within the suggested timeline.
- c) To ensure that formal and informal co-ordination mechanisms between all the three Parties are enhanced for better planning, implementation and operations of the project, through this Tripartite Agreement based on mutual co-operation.

ARTICLE 2: KEY TERMS OF THE TRIPARTITE AGREEMENT:

- a) This Tripartite Agreement represents a co-operation agreement between the three Parties to facilitate faster implementation of e-autos/e rickshaws in the city. The development of the proposed measures will involve the use of tools and instruments that are considered necessary and are coordinated by all the three Parties.
- b) All activities that are carried out under the Project envisaged in this Tripartite Agreement will be funded, in conformity with the legislation applying to this area, by the Parties in accordance with the availability of seed funding from GIZ, part-funding by CRUT and from other public and private legal persons who may participate in the activities.
- c) This Tripartite Agreement applies initially till December, 2024 from the date of its signing. Its application may be extended on requirement of all the three parties on such further terms & conditions fixed by, between and among the parties. Either parties may end the cooperation by informing the other in writing giving at least 30 clear working days notice.
- d) All the three Parties share the view that any premature termination of the cooperation according to this Tripartite Agreement will not prevent the completion of bilateral cooperation measures represented by the SMART SUT program.
- e) The Parties agree and undertake to not use any confidential information for any purpose other than the intent as specified under this Tripartite Agreement and each Party shall indemnify and keep indemnified the other Party from and against all consequences and liabilities arising out of or in any way connected with the obligations under this Tripartite Agreement.
- f) No variation of this Tripartite Agreement shall be valid unless it is in writing and signed by or on behalf of each Party. This Tripartite Agreement will not prevent ARUNA and TMIPL to participate in any of the open tenders invited by CRUT.

ARTICLE 3: ROLE AND OBLIGATIONS OF ALL THREE PARTIES

3.1 ARUNA

- a) ARUNA will act as key implementation partner for the E-Ride Project and intends to implement gender inclusion and empowerment initiative through a public transit pilot project.



For Traveltine Mobility India Pvt. Ltd.

Director Signatory


19/4/2021
General Manager (P&A)
Capital Region Urban Transport

- b) ARUNA shall procure and purchase 50 clean energy "E-Rickshaw Vehicles") along with charging solutions of the specifications, in consultation with CRUT, through any open, transparent and fair procurement process.
- c) ARUNA will hand over the possession of the Vehicles to CRUT for operations, maintenance for implementing the project in Bhubaneswar with effect from the date of this agreement.
- d) ARUNA shall identify auto-drivers/beneficiaries (Women and Transgenders) for deployment of e-rickshaws and also help in training auto-drivers/beneficiaries (Women and Transgenders) throughout the period of this Tripartite Agreement as required to TMIPL.
- e) ARUNA will be responsible for the registration and insurance of the E-Vehicles as required under Law and for setting up the Charging Infrastructure with OEM.
- f) ARUNA will provide focused capacity building and training modules for the selected beneficiaries, including drivers training and obtaining license for driving.
- g) The quality check of the procured vehicles will be done by ARUNA and CRUT jointly and if any issue is found, ARUNA will resolve it with the selected OEM.
- h) Once the ownership of the e-vehicle has been transferred to CRUT, ARUNA will have no further rights with respect to the vehicles.
- i) After the completion of contract period, ARUNA will not provide assistance to the selected beneficiaries in any form, unless determined by all parties that such assistance shall be necessary and required for such further period.
- a) As the sole Public Transport Agency of the city of Bhubaneswar, CRUT will act as key public partner for implementing, managing and monitoring the E-Ride project in the city. The proposed E Ride service will aim to provide critical feeder service to Mo E-Rickshaws passengers to reach their origin or destination in a comfortable, safe, secure mode. The following will be CRUT's roles and responsibilities in the project:
- b) Route planning, auto stand identification, queuing location, signage and user perspective to assess the demand for e-rickshaw.
- c) Establishing fare for the E-rickshaw service and put into effect by CRUT.
- d) Provide land / space for creation of charging & parking infrastructure in existing E-Rickshaws terminals, near E-Rickshaws queue shelters (BQS), and along designated parking areas along major arterial, collector and local roads.
- e) CRUT would be the sole owners of the E-Rickshaw, after handing over has been done by ARUNA, and would give possession to the operators for the operationalization of the vehicles.
- f) CRUT will have the authority to change the operational rules and the routes any time in the project, when felt necessary.
- g) CRUT will be responsible for setting the salary slabs for the e-rickshaw drivers / employees / staff as per minimum wage rate applicable to skilled labour as per labour law and the Driver / employees / staff shall be remunerated through the Operator.
- h) Provide promotion, outreach support, tie up with any special groups like tourists etc.



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Director Signatory

General Manager (P&A)
Capital Region Urban Transport

- i) Facilitate capacity building support to beneficiaries working as drivers such as women and transgenders
- j) CRUT will also be involved in the appointment and termination of the drivers, as per CRUT's human resource policies.
- k) Support the operator for engaging the stakeholders such as Govt. of Odisha / Regional Transport Authority/Metropolitan Transport Authority / Motor Vehicles Dept./Traffic Police or with any other Government or Semi Government body through any appropriate mechanism for implementation of the Project.
- l) Monitoring and course correction of the entire project, if required by leveraging its own ITS/control room facilities.
- m) Ensure compliances with requirements of the Ministry/Department of the Government of India or any other state and local govt rules and regulations.
- n) CRUT will have no obligation w.r.t the funding of the pilot project, except reimbursing the salaries of the selected beneficiaries and fixed maintenance cost per vehicle to the Operator.
- o) CRUT will monitor and review quality related materials for the E-Rickshaw mechanism and control the issues arising thereof.
- p) CRUT will be responsible for collecting the fare revenue received from the passengers through Mo E-Ride operations. The revenue will be deposited at the depots on daily basis by the beneficiaries.
- q) After the warranty period, the replacement cost of the battery/cells will be taken care by CRUT.
- r) CRUT will engage with the stakeholders such as Govt. of Odisha / Regional Transport Authority/Metropolitan Transport Authority / Motor Vehicles Dept./Traffic Police or with any other Government or Semi Government body through any appropriate mechanism for implementation of the Project.



3.3 TRAVELTIME MOBILITY INDIA PRIVATE LIMITED (OPERATOR'S NAME)

The following will be the responsibilities of the Operator keeping the overall objectives of the Project in mind:

- a) Operator shall receive the possession of new vehicles from CRUT. The vehicles would be operated and maintained in good condition as per good industry practices and manufacturers manual by the Operator at its own cost.
- b) The Operator shall only operate and maintain the vehicles, while ownership of the vehicle will always remain with CRUT.
- c) The feeder service of E-Rickshaws to MO E-Ride will be operated and maintained in Bhubaneswar by Operator on pre-determined routes, fixed fares with specified number of services and trips as identified by CRUT.
- d) Operator shall consult with CRUT in case of variation of routes at a later stage. Operator shall provide support to CRUT in identifying & delineating queuing location, signage, promoting and outreach support for the E-Auto services.

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Traveltime Mobility India Pvt. Ltd.
Director Signature

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19/4/2021
General Manager (P&A)
Capital Region Urban Transport

- e) Engage the beneficiaries identified by ARUNA with fixed remuneration for operation of the vehicles, and guide and support them for efficient operations, good performance and dignified working conditions.
- f) The operator will pay the beneficiary drivers & other manpower for operation of E-Rickshaws, charging, vehicle maintenance and all other incidental operations and will submit the reimbursements to CRUT for clearance.
- g) Operator will be re-imbursed Rs. 8000/- per annum per E-Rickshaw as regular maintenance charges and actual cost of repair and maintenance on submission of actual bills, the manpower cost (@ 2 Drivers (sarathis) per E-Rickshaw, one supervisor & two mechanics for every 10 E - Rickshaws), shall be re-imbursed by CRUT on Actual payment basis as per the invoice including 5% of manpower cost as management fee.
- h) Driver related grievances such as the safety of the vehicle and the driver will be taken care by the operator.
- i) Operators will not be involved in the procurement process of the E-Rickshaws including the registration.
- j) Insurance premium covering all risks, shall be paid by the operator before the expiry of the insurance period and it will be re-imbursed by CRUT.
- k) Any legal issues pertaining to the vehicle/driver (accidents, driver misbehaviour, stealing of vehicle or parts) will be taken care by the operator.
- l) Occurrence of any pilferage in the revenue model will be handled by the Operator.
- m) The Operator will have the authority to terminate the drivers in case of any misconduct or manhandling.
- n) Any damage of ETM during the operation period shall be taken care by the Operator and the Operator shall collect a penalty of Rs. 1000/- from Sarathi's responsible for the damage.
- o) Uniform to the Sarathi's shall be provided by the Operator.
- p) The manpower deployed by the Operator for the E-Rickshaw Operation purpose need to be intimated to CRUT prior to their joining. The Biometric attendance sheet and salary slip shall be submitted along with the monthly invoice to CRUT.

ARTICLE 4: FUNDING AND FINANCIAL SUPPORT

- 4.1 ARUNA: ARUNA will be the recipient of Financial assistance from GIZ if any in future for onward release to CRUT for providing funding ("Seed Funding") to CRUT for purchase of the Vehicles, for creation of charging infrastructure, for capacity building and/or any other ancillary activities as per the discretion of GIZ.
- 4.2 CRUT: For the purposes of this agreement, the financial support provided by CRUT will be in terms of fixed remuneration to drivers to be disbursed by Operator and fixed remuneration for charging, vehicle maintenance and all other incidental operations.

For Travelttime Mobility India Pvt. Ltd.

Director Signatory

General Manager (P&A)
Capital Region Urban Transport

ARTICLE 5: TERMS OF PAYMENT

The Operator shall ensure the followings.

- i. Salary of deployed manpower or deductions, statutory contributions according to applicable norms, e.g. PF, ESIC, health insurance/group insurance & other statutory benefits under Central and State Law (s)..
- ii. Monthly service charges @5% of the all emolument paid to the manpower deployed, shall be paid to the Operator and GST as applicable from time to time. Monthly service charges shall include all costs borne by the Operator including recruitment process, training, advertisements for the recruitment etc.
- iii. The Operator shall be responsible to pay the salaries / wages to the deployed employees on or before the 5 working days of every successive month.
- iv. Separate Invoices shall be raised (along with supporting documents regarding the salaries / wages paid & statutory dues deposited) to CRUT, for reimbursement of monthly service charges on or before the 15th of every successive month. CRUT shall be responsible to clear the invoices (after deduction of statutory dues applicable if any) on or before 30 days from the date of receiving of the invoices. It may reduce / revise the quantum of monthly service charge on the basis of available resources.



ARTICLE 6: OPERATION PLAN

CRUT shall develop a plan which shall contain details including but not limited to number of Contracted E-Rickshaws in accordance with Fleet Deployment Plan and any other relevant details required for Operation of Contracted E-Rickshaws ("Operation Plan").

- a. The Fleet Deployment Plan, to be prepared as part of Operation Plan, shall include Routes, Frequency, Stoppage plan, and table of Schedule providing E-Rickshaws headways based on peak and off peak hour requirements ("Fleet Deployment Plan").
- b. The Authority may develop the Operation Plan in consultation with the Operator provided however, the suggestions made by the Operator shall not be binding on the Authority.

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Director Signatory
Capital Region Urban Transport

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19/4/2021
General Manager (P&A)
Capital Region Urban Transport

- c. The operator needs to operate the E-Rickshaws in accordance with this Operation Plan.
- d. The Authority reserves the right at its own sole discretion to make changes to the Operation Plan from time to time and shall notify the same to the Operator.

ARTICLE 7: ROUTES AND SCHEDULES

- a. The Authority shall have the exclusive discretionary power to determine Routes, frequency and schedules of the E-Rickshaws as a part of the Fleet Deployment Plan throughout the Agreement Period.
- b. The Operator shall ensure that the E-Rickshaws are operated on the said Routes, frequency and schedules and other requirements as specified in the Fleet Deployment Plan and as specified by the Authority from time to time in accordance with the operation and maintenance standards specified herein.
- c. The Authority may at any time make changes to the Routes, frequency, schedules of E-Rickshaws due to any reason whatsoever including but not limited to special circumstances, festivals, and seasonal requirements.
- d. In the event the Operator makes any unscheduled or unauthorized trip outside operation hours and beyond the Routes or in violation of any requirement of the Fleet Deployment Plan or without specific instructions notified by the Authority in relation thereof, it shall be liable for the penalty set forth in this Agreement.



ARTICLE 8: FARE AND FARE COLLECTION

A. Passenger Fare Determination: The Authority shall determine the quantum of passenger fare that will be charged from the users/passengers of the E-Rickshaws or persons who avail of the E-Rickshaw Service ("**Passenger Fare**").

B. Passenger Fare Collection:

The Authority retains the right to collect Passenger Fare through Sarathi / Driver deployed by the Operator and deposit the collected amount in the respective Depots /OD Terminals of CRUT.

For Traveltime Mobility India Pvt. Ltd.
Director Signatory

19/4/2021
General Manager (P&A)
Capital Region Urban Transport

ARTICLE 9: ADVERTISEMENT ON E-RICKSHAWS

The Authority shall reserve the rights to display advertisement of all types of media on E-Rickshaws as well as to collect and retain revenue generated from above activity.

The Operator shall be responsible for security and cleanliness of advertisement material and equipment. In case of theft or any malfunction of advertisement material/equipment the Operator shall report to the Authority on immediate basis.

In case any damages occur to the E-Rickshaws while mounting or dismounting of advertisement material or equipment, the Operator shall immediately make good of such damages at its own cost. The Authority shall not make any compensation to the Operator in this regard.

ARTICLE 10: PAYMENT TERMS TO THE OPERATOR

A. **Invoicing Period:** For each E-Rickshaw that has been put into regular operations from the date of COD, the Operator shall submit an invoice at the end of every month ("Payment Period") specifying:

- registration number of each E-Rickshaw
- Kilometres travelled by each E-Rickshaw
- GST, if applicable, if any, payable on the amount; and
- Copy of monthly Energy Charges.

The Operator will be paid @ 5% of the manpower cost as Management Fee and Rs. 8000/- as annual maintenance charges per E-Rickshaw and other cost as per clause no. 3.3(g).

B. TAXES AND STATUTORY LEVIES

The responsibility to pay taxes and statutory charges related to E-Rickshaws Services shall be paid by the operator initially and then will be re-imbursed by the Authority as detailed in the table below:

Sr. No.	Taxes and Charges	Parties responsible for payment
1	Roadworthiness/Vehicle Fitness certificate	Authority

For Traveltimes Mobility India Pvt. Ltd.

Director Signatory

General Manager (P&A)
Capital Region Urban Transport

2	Vehicle Registration Charges	Authority
3	Insurance premium for the E-Rickshaws and other assets owned by the Authority	Authority
4	Motor Vehicle tax within Municipal Limit of [Bhubaneswar]	Authority
5	Motor Vehicle tax outside Municipal Limit of {Bhubaneswar}	Authority
6	Passenger Tax (if any)	Authority
7	Stage Carriage Permit	Authority
8	Energy Charges as per actual units consumption	Authority
9	GST (if any)	Payable by the Operator and Authority as applicable

C. INSURANCE

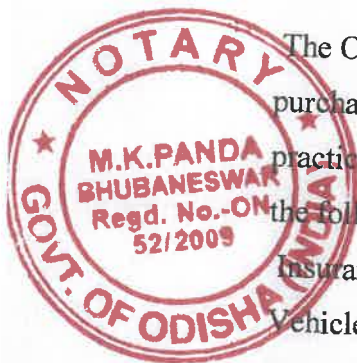
(i) Insurance During the Agreement Period

The Operator shall, from the date of signing of Agreement at its cost and expense, purchase and maintain insurances, as per law of India and as per prudent market practices upto the end of the Agreement Period such, including but not limited to the following;

Insurance of E-Rickshaws and payment of RTO registration charges, as per Motor Vehicle Act, required for registration of E-Rickshaws in name of the Operator and insurance / RTO charges if any for all subsequent years of Agreement.

The Operator shall be responsible to pay the premium regularly and maintain the insurance policies specified above all time during the Agreement Period. Operator shall be solely responsible in case of failure of its renewal.

Apart from above, any liabilities arising out of or incidental to accidents in which E-Rickshaws are involved shall be on account of the Operator and shall have to borne by the Operator including any compensation payable, whether such compensation payments becomes claimed, or paid during or after the currency of the Agreement. The Authority shall not be responsible for payment of any such compensation to aggrieved parties on accounts of accidents of any kind involving the E-Rickshaws.



For Traveltime Mobility India Pvt. Ltd.
Director Signature

19/4/2021
General Manager (P&A)
Capital Region Urban Transport

(ii) Evidence of Insurance Cover

The Operator shall, from time to time, provide to the Authority copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained by it in accordance with the Agreement.

(iii) Application of Insurance Proceeds

Subject to the provisions of this Agreement, all moneys received under insurance policies shall be promptly applied by the Operator towards repair or renovation or restoration or substitution of the Project Asset or any equipment/part thereof or Third party Property which may have been damaged or required repair/modification.

(iv) Validity of Insurance Cover

The Operator shall pay the premium payable on such insurance Policy/Policies so as to keep the insurance in force and valid throughout the Agreement Period and furnish copies of the same to the Authority for each year/policy period. If at any time the Operator fails to purchase, renew and maintain in full force and effect, any and all of the Insurances required under this Agreement, the Authority may at its option purchase and maintain such insurance and all sums incurred by the Authority therefore shall be reimbursed by the Operator forthwith on demand, failing which the same shall be recovered by the Authority from outstanding payment to the Operator.



D. CHANGE OF LAW

Change in Law shall mean the occurrence or coming into force of any of the following, after the date of execution of this Agreement:

- a. The enactment of any new law;
- b. The repeal, modification or re-enactment of any existing law;
- c. A change in the interpretation or application of any law by a court of record;
- d. Any order, decision or direction of a court of record; and
- e. Any change in the rate of any of the taxes that have direct effect on

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for Traveltine Mobility Infra Pvt. Ltd.
Director for Capital Region

[Signature] 19/4/2021
General Manager (P&A)
Capital Region Urban Transport

the Agreement;

Provided, *however*, Change in Law shall not include:

- a. Coming into effect, after the Appointed Date, of any provision or statute which is already in place as of the date of execution of this Agreement;
- b. Any new law or any change in the existing law under the active consideration of or in the contemplation of any government as of the date which is a matter of public knowledge;
- c. Any change in taxes, duties, levies, cess or any other form of charges;
- d. Non availability of any spare part, equipment, component due to price escalation or otherwise upon occurrence of a Change in Law, the Operator shall notify the Authority of the following:



a. The nature and the impact of Change in Law on the Agreement and Project; and

b. Upon receipt of the notice of Change in Law issued by Operator pursuant to preceding sub-clause, the Authority and the Operator shall hold discussions in relation thereof.

E. HANDBACK ON TERMINATION

After successful completion of agreement period, the operator shall hand over free from Encumbrances the peaceful possession of all awarded/allotted E-Rickshaws Depots, Parking Spaces, Terminals, and any other assets installed or developed by the Authority including without limitation any and all hardware, software, firmware, and deliverables on board installed by the Authority in sound condition.

In case of any early termination of the Agreement before its normal expiry with the efflux of time, for whatever reason, the Operator shall handover to the Authority free from Encumbrances the peaceful possession of all hardware, software, firmware, and deliverables on board installed by the Authority in sound condition.

In case of any early termination of the Agreement before its normal expiry with the efflux of time, for whatever reason, the Operator shall handover free from Encumbrances the peaceful possession of E-Rickshaws.

The Operator shall have no right to seek the transfer of the E-Rickshaws Depot Area

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Traveltime Mobility India Pvt. Ltd.
Director Signature

[Signature]
19/4/2021
General Manager (P&A)
Capital Region Urban Transport

or any other Movable or immoveable asset that may be provided by the Authority to the Operator, and the Authority shall retain the title, and ownership in relation to such assets at all times.

Any immovable infrastructure, which may be constructed by the Operator shall be transferred by the Operator to the Authority.

F. SUB CONTRACT

The Operator shall not be allowed to sub contract any part of this Agreement of E-Rickshaws operation and maintenance without prior approval from the Authority.

Notices: Unless otherwise stated, notices to be given under this Agreement shall be in writing and shall be given by hand delivery/ recognized international courier, mail, telex or facsimile and delivered or transmitted to the Parties at their respective addresses set forth below:

If to the Authority	Managing Director Capital Region Urban Transport (CRUT), Plot no. 548/1452, Patia, Kalarahanga Bhubaneswar - 751024
If to the Operator	M/s. Travelttime Mobility India Pvt. Ltd., 1st Floor, Astral Court, B Wing, Near Gaikwad Petrol Pump, Aundh, Pune, Maharashtra, 411007 India
If to ARUNA	Mr. Loknath Mishra Member Secretary, ARUNA Plot-20, Phase-III, Neelachal Nagar, Brahmapur-760010, Ganjam, Odisha

All notices under this Agreement shall be in English.

ARTICLE 5: LANGUAGE

All written correspondence and activities relating to the project shall be transacted in English.

ARTICLE 6: CONFIDENTIAL INFORMATION AND COPYRIGHT

- Neither Party shall disclose confidential information of the other Party to any other person of third party or use such confidential information for its own purpose at any times without the written consent of the other Party.
- Any idea, innovation, training materials, management processes or documentation arising out of this collaboration shall be the property of CRUT. Parties may however, use such

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For Travelttime Mobility India Pvt. Ltd.
Director Signature

[Signature]

[Signature]
19/4/2021
General Manager (P&A)
Capital Region Urban Transport

intellectual materials, but with appropriate acknowledgement to the contributions made by either Party.

ARTICLE 7: FORCE MAJEURE

Neither Party shall be liable for any failure to perform its obligation where such failure is a result of Acts of God, which are here defined as force majeure.

ARTICLE 8: DISPUTE SETTLEMENT

- a) Any dispute regarding the interpretation or application of this Tripartite Agreement will be resolved through mutual consultations between the Parties and based on the principles of mutual understanding and respect.
- b) The Principal Civil Court at Bhubaneswar shall have jurisdiction only in connection with any dispute not resolved on mutual understanding and respect.

In witness whereof the undersigned have executed this Tripartite Agreement as of the date indicated herein above.

i. Signed for and on behalf of CRUT



[Signature]
19/4/2021
General Manager (P&A), CRUT
General Manager (P&A)
Central Region Urban Transport

ii. Signed for and on behalf of
M/s. Traveltime Mobility India Pvt. Ltd.,
For Traveltime Mobility India Pvt. Ltd.

[Signature]
Name of Authorized person
Designation of Authorized person

Witnesses: *[Signature]*

iii. Signed for and on behalf of ARUNA

[Signature]
Mr. Loknath Mishra

EC Member-Secretary, ARUNA

11 Witnesses:

111 witnesses:
[Signature]
CRUT, BBSR