

- 1.2. Authentication information Shall refer to the information required by MSEDCL to identify a MSEDCL Customer who has requested for the use of the BillPay Facility of ATOM
- 1.3. Bank Shall refer to the bank(s) that processes the payment instructions of the BillPay Subscriber(s)
- 1.4. BillPay Facility Shall refer to the Bill Presentment and Payment facility of ATOM, as further detailed in Clause 2.2, and offered either directly and/or through MSEDCL and/or through any other ATOM Partners
- 1.5. BillPay Subscriber(s) Shall refer to the MSEDCL Customer(s) who has / have opted to utilise the BillPay Facility to make payments to MSEDCL
- 1.6. Chargeback Shall refer to the reversal of any transaction (conducted under the BillPay Facility) on account of inter alia, any payments involving the alleged forgery of the BillPay Subscriber(s)' Card Number or other details; any charge/debit made on a card that has been listed as a hot listed card or otherwise listed on the Card association warning bulletins; payments where the card-issuing bank advises that the credit card number does not match any number on file; payment in respect of the relevant Bill/Charge has already been made; payment on a card on which the facility was set-up by the BillPay Subscriber(s) has since expired
- 1.7. Electronic Clearing Service Electronic Clearing Service or "ECS" shall refer to the off-line electronic funds transfer system operated by the Local Clearing House [Reserve Bank of India (RBI) / State Bank of India (SBI)]
- 1.8. MSEDCL Customer Shall refer to any person / entity who is liable directly or on behalf of another person / entity, at present or in the future, to pay monies / charges to MSEDCL
- 1.9. ATOM Partner(s)/Retail agent(s)/Business Associate(s) Shall refer to the bank(s) or any other entity(ies) that have business arrangements with ATOM for using /availing bill payment services from ATOM for offering and promoting such services to customers
- 1.10. Payment Instruction Shall refer to the instructions given by the MSEDCL Customer / vendor /party for effecting payment of the bills / dues / charges/monies to MSEDCL



For THE MAHARASHTRA STATE ELECT. DISTRIBUTION CO. LTD.

Manager (F&A)

2. SERVICES

- 2.1. In consideration of the fee herein reserved, ATOM hereby agrees to provide to MSEDCL the services for collection of payments in respect of the MSEDCL bills of the BillPay Subscriber(s) (which services are hereinafter called 'the Service' or 'the said Service') and MSEDCL agrees to avail the said Service from ATOM.
- 2.2. ATOM shall provide comprehensive payment facilities that will enable MSEDCL customers / vendors /other parties to make payments to MSEDCL through various payment modes as outlined below and as per list of agencies/banks detailed in **Annexure V** which may be periodically updated by mutual consent:

Payment Gateway Facility	Shall refer to such Bill Payment facility of ATOM, offered through the MSEDCL website and/or ATOM website that will enable the BillPay Subscriber(s) to make online, real-time, payments to MSEDCL using either Credit Card, Debit Card through mobile application(IVR/IMPS/SMS), or an online Banking account(Net banking/IMPS).
Non-Electronic Payment Facility	Shall refer to such Bill Presentment and Payment facility of ATOM offered either directly and/or through any other ATOM Partner(s) channels that will enable the BillPay Subscriber(s) to make payments to MSEDCL by cash

- 2.3. The specific process flow and activity analysis in respect of each payment mode has been provided in **Annexure II & Annexure III** and may be mutually revised by the Parties, from time to time.

3. OBLIGATIONS

3.1. **ATOM**

In providing the said Service, the obligations of ATOM shall be:

- 3.1.1. To provide MSEDCL the Authentication Information, in terms of Clause 3.2.1 hereinbelow, about the BillPay Subscriber(s) who have opted to avail the BillPay facility, to facilitate MSEDCL to identify the BillPay Subscriber(s)
- 3.1.2. To co-ordinate with the Bank and to provide MSEDCL, in specified format and intervals as may be mutually agreed between MSEDCL and ATOM, relevant information /details relating to the payments received/ failed transactions in respect of the MSEDCL bills of the BillPay Subscriber(s). The frequency and reporting system will be as mentioned in Annexure- II & III.
- 3.1.3. To co-ordinate with the Bank and MSEDCL in respect of the remittance to MSEDCL by the Bank of the monies, received by the Bank on account of the payment of the MSEDCL bills by the BillPay Subscriber(s). The remittances will be made as per the directives issued by RBI on 24/11/2009.
- 3.1.4. To adopt and provide appropriate customer care procedures relating to the registration and use of the BillPay facility in respect of the BillPay Subscriber(s); notwithstanding anything provided herein or elsewhere in this Agreement, ATOM shall not be responsible for resolving any BillPay



Subscriber(s) queries/disputes relating to the amounts billed to them by MSEDCL. However, the consumers complaints of non crediting the amount paid through ATOM are to be properly taken care of. **As per the proposed process of consumer query resolution in Annexure VI.**

- 3.1.5. To inform MSEDCL within a seven days, the deactivation / discontinuance of the BillPay facility by any BillPay Subscriber(s) in respect of payment of the MSEDCL bills.
 - 3.1.6. To provide a list of ATOM's Business Associates/Partners/Retail Agents alongwith address and contact details. Any changes (additions/deletion of any Business Associates/Partners/Retail Agents) shall be intimated to MSEDCL with seven days of such change. The MSEDCL and/or its representative shall have the right at all times to inspect the premises of ATOM Office to inspect and examine the manner in which the services are provided to the MSEDCL Customers. The ATOM Office and its staff shall Co-operate to the inspecting officer fully.
 - 3.1.7. If any of ATOM's Business Associates/Partners/Retail Agents commits any misappropriation of funds collected through LT energy bill and does not deposit the said funds into MSEDCL's designated bank account within stipulated time period as mentioned in Annexure III, MSEDCL shall charge and ATOM will have to pay interest of **24% p.a.** of the amount not remitted for the delayed period beyond T+1. The responsibility for any type of failure by ATOM's Business Associates/Partners/Retail Agents in following the Agreement clauses will be with ATOM.
 - 3.1.8. In the event of detection of deviation from the Agreement clauses by ATOM and ATOM's Business Associates/Partners/Retail Agents, services of such ATOM's Business Associates/Partners/Retail Agents shall be immediately terminated by ATOM and any financial losses suffered by MSEDCL shall be immediately recouped by ATOM to MSEDCL.
 - 3.1.9. ATOM shall not open new collection centers nearby of ATP machines i.e. within a radius of 1000 mtrs of ATP machines installed by M/s ADD Technologies, Bangalore, from the date of commencement of this agreement. List of ATP centers & their addresses are as per **Annexure VII**. MSEDCL reserves the right to install ATP machines anywhere in its jurisdiction as per it's requirement and ATOM shall not start/discontinue collection of energy bills at it's centers if such centers are within the above mentioned limits of ATP locations
- 3.2. **MSEDCL**
- To enable ATOM to provide the said services, the obligations of MSEDCL shall be:
- 3.2.1. To specify/demarcate to ATOM the Authentication Information which has to be obtained by ATOM from the BillPay Subscriber(s) who wish to avail the BillPay facility
 - 3.2.2. To sign and execute necessary documents with the Bank and/or the Reserve Bank of India as may be required to implement or facilitate the provision of the said services by ATOM to MSEDCL
 - 3.2.3. To provide to ATOM, in respect of the BillPay Subscriber(s) whose activation request for the BillPay facility has been accepted by MSEDCL, all relevant billing and payments information in the billing format as may be mutually agreed between the parties, and at such intervals and in such media as may be agreed to between ATOM and MSEDCL from time to time



- 3.2.4. To ensure that the billing and payments information/data provided by it to ATOM in respect of the BillPay Subscriber(s) is provided in time, is complete, accurate and in accordance with MSEDCL's business relationship with the BillPay Subscriber(s)
- 3.2.5. To ensure that the billing and payments information/data provided by ATOM to MSEDCL is posted to the BillPay Subscriber(s) account, correctly, accurately timely and consistent at all times with the same standard of service that MSEDCL normally provides to the consumers of its services.
- 3.2.6. To notify ATOM within reasonable time of any changes in the account information of the BillPay Subscriber(s) to enable ATOM to update its records and provide the BillPay facility
- 3.2.7. To forthwith inform ATOM about the BillPay Subscriber(s) in respect of whom MSEDCL decides to deactivate or the BillPay facility
- 3.2.8. In respect of the payments made using credit/debit cards it is clearly agreed among the Parties that in the event any amount being charged-back to ATOM by the card networks (viz. VISA/MasterCard/Diners/American Express or any card issuing or transaction acquiring bank), ATOM shall chargeback the same to MSEDCL who shall (a) accept the same without demur or protest, dispute or delay (b) reverse the credit from the said BillPay Subscriber(s) account and (c) immediately refund in full such monies to ATOM. ATOM shall provide details of such transactions alongwith reasons for chargeback to MSEDCL. The process flow for chargeback transactions will be as per **Annexure – IV**.
- 3.2.9. In respect of all payments made through the ATOM payment channels. MSEDCL shall upon receiving such information/monies, promptly credit the relevant BillPay Subscriber(s) account with the same; in the event of any delay of incorrect postings MSEDCL shall resolve and correct the same at the earliest and ATOM shall co-operate fully in resolving such issues.

4. CONSIDERATION & PAYMENT

- 4.1. In consideration of ATOM providing the said services, MSEDCL shall pay to ATOM Transaction Service Charges as mentioned in **Annexure-I** of this Agreement. The terms of payment will be as appended in **Annexure-I**.

5. CONFIDENTIAL INFORMATION

- 5.1. "Confidential Information" is understood to mean the business and technical information made available by a Disclosing Party to a Receiving Party in written, machine recognizable, graphic or sample form including, without limitation or performance specifications, its analysis, compilations, studies, notes and all other information and data disclosed orally or visually which has been developed / is exclusive to the Disclosing Party.

Provided, however, that Confidential Information shall not include information which (a) is, or becomes, publicly known, otherwise than through a wrongful act of the Receiving Party or its Representatives; (b) is in the possession of the Receiving Party prior to receipt from the Disclosing Party or its Representatives without an obligation



of confidentiality; (c) is independently developed by the Receiving Party, provided that it was not derived from the Confidential Information; (d) is furnished to others by the Disclosing party without restrictions, similar to those herein on the rights of such others to use or disclose; or (e) is approved in writing by the Disclosing Party for disclosure.

- 5.2. The Receiving party shall hold the confidential information as Confidential Information. The Receiving Party shall (a) limit its use of such disclosed Confidential Information to the purpose of manufacturing of products exclusively for the Disclosing Party and (b) not make any disclosure thereof except on a need to know basis to its employees who shall be subject to a written non-disclosure agreement. The Receiving Party agrees to use reasonable endeavours in safeguarding the Confidential Information and to protect the information with the same standard of care and precaution it shall use for its own confidential information.
- 5.3. Each Party agrees that the Confidential Information will not be used for any purpose other than pursuant to the Transaction. Each Party will restrict access to Confidential Information to those of its entities controlling, controlled by or under common control with the Party ("Affiliates"), Representative and the Representative of Affiliates, in each case whose access is reasonably necessary for the purposes described herein. Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature, and shall be directed to treat such information confidentially and shall agree to abide by the provisions of this Agreement. In any event, each Party shall be responsible for any breach of this Agreement by any Person to whom that Party discloses Confidential Information.
- 5.4. All Confidential Information shall remain the property of the Disclosing Party. Upon demand, all such information and copies thereof including any documents or record into which such information is merged shall be immediately returned to the Disclosing Party.
- 5.5. No rights or obligations other than those expressly recited herein are to be implied. No license from either party hereto is hereby granted or implied, by estoppels or otherwise, under any copyrights, patents (existing or future) or for any use of Confidential Information except such use which is expressly contemplated by this Agreement.
- 5.6. In the event of any wrongful disclosure / use of any Confidential Information by the Receiving Party, the Disclosing Party shall be deemed to be irreparably injured and shall be entitled to seek equitable relief of injunction and may claim exceptional damages for such wrongful disclosure / use.
- 5.7. If the Receiving Party is requested or required by subpoena, oral disposition, interrogatories, request for production of documents, administrative order or otherwise, to disclose any Confidential Information, that has been made available to the Party, or the fact or substance of any discussion about the Transaction, that Party shall provide the concerned Party with prompt notice of any such request so that the concerned Party may seek, at its expense, an appropriate protective order or waiver of compliance with the terms of this Agreement. If, in the absence of protective order or waiver, a Party is compelled, in the opinion of its counsel, to disclose any Confidential Information, that Party may make such disclosure after notice to the concerned Party.



- 5.8. Except as otherwise required by law or the rules or regulations of the relevant jurisdiction to which a party may be subject, and subject to paragraph 8, neither Party will, without the prior written consent of the other, disclose to any Person, not a party to this Agreement or authorized as in paragraph 1 above, any Confidential Information, the fact that Confidential Information has been provided to the Party, that discussions about the Transaction are taking place or any of the terms, conditions or other facts with respect to the Transaction.
- 5.9. Each Party will, promptly upon the request of the other, deliver to the requesting Party the documents comprising the Confidential Information or any part thereof and will destroy any copies, notes, or extracts thereof, without retaining any copy thereof, except that any portion of the Confidential Information that consists of Analyses and any written Confidential Information not so requested and returned, shall be retained and kept subject to the terms of this Agreement, or upon the other Party's request destroyed (such destruction to be confirmed in writing). Provided, however, neither Party shall be required to destroy or alter any computer archival and back up tapes or archival and backup files (collectively, "**Computer Tapes**"), provided that such Computer Tapes shall be kept confidential in accordance with the terms of this Agreement.
- 5.10. In no event, the termination of this Agreement shall affect the obligations already in effect under the Agreement unless otherwise agreed by the Parties in writing.

Unless amended by written agreement of the Parties, the confidentiality provisions of this Agreement shall remain effective during the continuance and after 1 year from the date of expiry or termination of this Agreement.

6. DECLARATIONS & WARRANTIES

- 6.1. ATOM hereby declares, covenants and warrants that:

- 6.1.1. It will not use the information collected from the BillPay Subscriber(s) and MSEDCL for any purpose other than for offering the BillPay facility, without the express consent of MSEDCL or the BillPay Subscriber(s)
- 6.1.2. It shall keep all confidential information in respect of the BillPay Subscriber(s) in absolute confidence
- 6.1.3. It will employ commercially reasonable measures in processing, storing of BillPay Subscriber(s) information to ensure data security, integrity and privacy
- 6.1.4. In utilising the said services, it will employ necessary and commercially viable measures to ensure the security, integrity, privacy of the inbound and outbound payment data
- 6.1.5. It will follow all the regulatory procedures as are required to be followed under the ECS Debit Clearing Scheme and those prescribed by the RBI from time to time.

- 6.2. MSEDCL hereby declares, covenants and warrants that:

- 6.2.1. The information / data provided to ATOM regarding monies/payments to be billed to / collected from the BillPay Subscriber(s) are authentic and correct and constitute monies legally and validly due to MSEDCL from the BillPay Subscriber(s) on account of the utility services provided by MSEDCL to the BillPay Subscriber(s)



- 6.2.2. In utilising the said services, it will employ necessary and commercially viable measures to ensure the security, integrity, privacy of the inbound and outbound payment data
- 6.2.3. It will follow all the regulatory procedures as are required to be followed under the ECS Debit Clearing Scheme and those prescribed by the RBI from time to time.
- 6.2.4. It has all the capacity and required consents, approval to enter into this Agreement

7. DURATION / TERM

- 7.1. Unless terminated in accordance with the provisions of Clause 8 hereof, this Agreement shall remain in force initially for a period of **12 months** from the date hereof, which may be extended for a further period and on such terms and conditions as may be mutually agreed by MSEDCL and ATOM.

8. TERMINATION

- 8.1. Each Party reserves the right to terminate this Agreement, by giving a written notice of not less than **30 days** in that behalf to the other Party.
- 8.2. Upon such termination ATOM shall forthwith remit all the amount collected by them in respect of energy bills of MSEDCL consumers to the bank with interest @ **24 % p.a.** for the delayed period and within a week render full up to date account.

9. TIME IS THE ESSENCE

- 9.1. Both the Parties agree that in respect of obligations undertaken by each of them under this Agreement, time is the essence of this Agreement.

10. ARBITRATION

- 10.1. All disputes and differences that may arise between the parties hereto in regard to or touching or arising out of or under or relating to this Agreement, its breach of conditions and / or the interpretation thereof in any way as to the construction, meaning, validity or effect of this Agreement shall be resolved amicably between the parties through negotiation and conciliation failing which those shall be referred to Arbitration to be conducted by single arbitrator to be appointed by the parties and the said Arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or any modification or re-enactment thereof for the time being in force. The Award of the Arbitrator/s shall give reasons for the Award and the same shall be final and binding on both the parties. Such arbitration shall be conducted at Mumbai. Language of the Arbitration shall be English.

11. JURISDICTION

- 11.1. The parties hereto agree that the Courts in Mumbai shall have jurisdiction to try and adjudicate any dispute to the exclusion of all other Courts.



12. ASSIGNMENT

- 12.1. The benefits and obligations of this Agreement shall not be directly or indirectly assigned or dealt with by either party hereto without the prior written consent in writing of the other party.

13. DENIAL OF AGENCY

- 13.1. Nothing contained in this Agreement shall be deemed to constitute the party as the agent of the other party for any reason or purpose whatsoever.

14. NO PARTNERSHIP

- 14.1. Nothing contained in this Agreement shall be deemed or constructed as creating a joint venture or partnership between MSEDCL and ATOM.

15. MODIFICATION

- 15.1. This Agreement can only be amended by a document in writing specifically referring to this Agreement and duly signed by each of the Parties.

16. COUNTERPARTS

- 16.1. This Agreement has been executed in duplicate, each of which shall be deemed an original.

17. SEVERABILITY

- 17.1. If any provision of this Agreement is invalid or unenforceable or prohibited by law, such provision shall be deemed inoperative and shall not be part of the consideration moving from one party to the other and the remainder of this Agreement shall be valid and binding and of like effect as though such provision was not included herein.

18. APPLICABLE LAW

- 18.1. The validity, construction and enforceability of this Agreement shall be governed in all respects by the Laws of India.

19. WAIVER

- 19.1. Any delay or omission on the part of the party to exercise any right under this Agreement will not automatically operate as a waiver of such right and waiver of any right by any party hereto on one occasion will not be construed as a bar to any right on any other occasion.

For THE MAHARASHTRA STATE ELECT. DISTRIBUTION CO. LTD.

Manager (F&A)



20. GENERAL

- 20.1. All notices which are required to be given shall be in writing and shall be sent to the address of the recipient set out hereunder or such other address as the parties may notify in the future:

To ATOM at: Chief Marketing Officer
Atom Technologies Limited
FT Tower, CTS No. 256 & 257,
Suren Road, Chakala,
Andheri (E), Mumbai – 400 093.

To MSEDCL at: MANAGER (F&A-CF)
Maharashtra State Electricity Distribution Co. Ltd.
'Prakashgad' Plot No. G 9, Bandra (East)
Mumbai 400 051
Tel: 2647 2211

Any such notice may be delivered personally or by first class prepaid letter, deemed to have been served if by personal delivery when delivered; if by first class post, 96 hours after posting and if by telex or facsimile transmission when dispatched.

- 20.2. All charges and expenses including stamp duty in relation to this Agreement shall be borne and paid by the Party itself.
- 20.3. The Parties undertake to procure all necessary permissions and to execute and do all such further deeds, assurances, acts and things as may reasonably requested or necessary from time to time to carry out, give effect to and confirm their rights and intended purpose of this Agreement.
- 20.4. The intellectual property rights of either party shall continue to be owned and vest with the party owning it and this Agreement does not in any way confer any right on the other party for the Ownership or use of the intellectual property rights.
- 20.5. Both the parties recognize the fact that the success of the business proposition contemplated under this Agreement depends on the efficiency, accuracy and speed with which either party complies with its respective obligations under this Agreement, and consequently either party assures the other that it will take all such effective steps as may be necessary or required to fulfill the expectations of the other in this behalf and both parties hereby confirm that the above is the basic understanding of this Agreement.
- 20.6. ATOM to submit names & contact details of the persons accountable for the implementation of the Agreement to MSEDCL **within 7 days** of signing the Agreement. ATOM to keep MSEDCL informed about changes in the names if any during the tenure of agreement.
- 20.7. ATOM will make reasonably commercial endeavor to increase the number of receipts and the same shall be reviewed half yearly by MSEDCL and which will also be considered for continuation/termination of the contract.
- 20.8. Any communications pertaining to the execution of the agreement or clauses of the agreement made by MSEDCL henceforth shall form part of the agreement.



- 20.9. Any delay by ATOM to repatriate the collected funds to MSEDCL's designated bank account, above the period as agreed in Annexure III below, will attract a penalty charge of **24% p.a.** of the collected amount for each day of delay.
- 20.10. MSEDCL is in process of developing a mechanism where all the agencies associated with Helpdesk HO, shall be integrated to its portal. In this regard ATOM shall have to send the required data for integration as per requirement of MSEDCL and co-ordinate with HO IT for the same and develop proper mechanism so as to **integrate with the MSEDCL portal**. ATOM shall integrate to the portal and commence operations through portal mechanism **within one month** from the date of this agreement.
- 20.11. ATOM will not appoint or tie up with any sub agent/retail outlet/retail agent for energy bill collection for MSEDCL without prior approval from MSEDCL.
- 20.12. All the bill collection made by ATOM of one transaction day shall be remitted to MSEDCL's bank account on **T+1 day** through a single remittance by RTGS/NEFT. The MIS shall be uploaded on ATOM/MSEDCL portal for approval & downloading as required by MSEDCL.

21. FORCE MAJEURE :

The Parties shall not be liable for any failure to perform any of its obligations under this Agreement if the performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues (provided that this shall not prevent the accrual of interest on a principal amount which would have been payable but for this provision). Each party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution.

"Force Majeure Event" means any event due to any cause beyond the reasonable control of the Party, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes of industrial action of any kind, riots, insurrection, war or acts of government.

22. MISCELLANEOUS :

- 1) Any provision of this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.
- 2) No failure of delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- 3) The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.
- 4) Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, two days after being deposited in the post and if sent by courier, one day after being



deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number)

- 5) This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto.
- 6) Neither this Agreement nor any provision hereof is intended to confer upon any Person other than the Parties to this Agreement any rights or remedies hereunder.
- 7) In connection with this Agreement, as well as all transactions contemplated by this Agreement, each Party agrees to execute and deliver such additional documents and to perform such additional actions as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.
- 8) The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not effect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.
- 9) The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.
- 10) This Agreement has been signed in duplicate, each of which shall be deemed to be an original.
- 11) Neither Party may assign, in whole or in part, the benefits or obligations of this Agreement to any other person without the prior written consent of the other Party, such consent not to be unreasonably withheld. Provided that MSEDCL may assign any of its obligations hereunder to any of its Affiliates without the prior consent of the Service Provider.

23. ENTIRE AGREEMENT

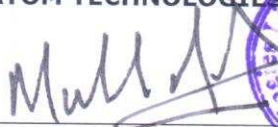

- 23.1. This Agreement constitutes the entire understanding between the parties hereto and supersedes any previous understanding, agreement or arrangement between the parties in relation to the matters contained in this Agreement.

24. HEADINGS

- 24.1. The headings herein are so given for the sake of convenience and easy reference only and they do not in any way govern or interpret the meaning thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and date first hereinabove mentioned.

ATOM TECHNOLOGIES LIMITED



Name : Mahesh Nayak
Designation: Chief Marketing Officer
At : Mumbai

**MAHARASHTRA STATE ELECTRICITY
DISTRIBUTION COMPANY LIMITED**
For THE MAHARASHTRA STATE ELECT. DISTRIBUTION CO. LTD.


Name : G. Gopal Krishna
Designation : Manager(F&A-CF)
At : Mumbai

ANNEXURE I

(Refer Clause 4.1)

The Service Charges to be paid by MSEDCL to ATOM shall be computed and paid as per the basis and formula herein below:

Service Charges to be paid:

1. Net banking : Rs 3 per successful transaction
2. IMPS(IVR, Mobile & web)/Cash Collection: Rs 2.5 per successful transaction
3. Debit card through Mobile: For amount upto Rs 2000: 0.75% of successful transaction amount; For amount greater than Rs 2000: 1% of successful transaction amount;
4. Credit card through Mobile: For amount upto Rs 10,000: @ 1.10 % of the successful transaction value per successful transaction; For amount greater than Rs 10,000/- per transaction, consumer to bear charges @ 1.10% for the amount exceeding Rs 10,000. Government taxes extra as applicable.

No other charges shall be payable by MSEDCL.

ATOM and it's sub agent/ Retail Agent/ Business Associate shall not collect any charges from the Consumers of MSEDCL.

Terms of Payment:

- (a) The payment due to ATOM in terms of the service charges mentioned hereinabove shall be deducted by the Bank / Company, on a daily basis, from the monies collected from the BillPay Subscriber(s) through the modes of collection as mentioned above except for cash collection and due to be remitted to MSEDCL. TDS/other taxes, as applicable shall be adjusted in the amount remitted to MSEDCL.
- (b) Initially ATOM shall submit Rs. One Lakh as security deposit in cash, per division center to MSEDCL. This amount shall be reviewed half yearly and brought to the level of 3 days average collection.
- (c) MSEDCL shall through appropriate means give the necessary authorisation to the Company authorising the deduction of the amounts due to ATOM in terms of the provisions of this Agreement.
- (d) ATOM will submit to MSEDCL, every month/day, as required by MSEDCL, a statement/**invoice** substantiating the above Fee deductions and shall co-operate with MSEDCL for any clarifications or reconciliations of the same and for TDS remittance to Income Tax Department.
- (e) Service Tax and other tax / taxes if any applicable, will be charged in addition to the Service Charges as per the Prevailing rate during the tenure of the agreement.
- (f) Successful transaction shall mean those transactions for which monies have been received by ATOM from MSEDCL's Billpay Subscriber and due to be remitted to MSEDCL.



ANNEXURE II

IVR Transaction Flow:

- Customer initiates a phone call to the number publicized by MSEDCL and the IVR takes control of the call from inception
- Customer is greeted with welcome tag and prompts the customer to select his preferred language(Marathi,Hindi, English)
- On selecting his preferred language, the IVR would prompt the customer to enter his Billing Unit and consumer No.and Mobile Number.
- On capturing the above details, atom will connect to MSEDCL Backend system to retrieve the details associated with that customer
- Once the details are fetched, IVR plays back the Billing Unit, Consumer No.,MoblieNumber, the outstanding amount and the due date.
- IVR then prompts the customer to proceed for payments.
- On selection of payment of outstanding bills, IVR prompts the customer to enter his Credit Card details,
- Card details are sent to the acquiring bank for authorization on a real time basis & IVR reads out a transaction successful / declined message to the cosummer,
- On completion of the transaction, IVR system updates the successful transaction on the MSEDCL system
- Consumer receives a confirmation receipt on the status of the transaction via SMS on the Mobile Number entered by the consumer.



For THE MAHARASHTRA STATE ELECT. DISTRIBUTION CO. LTD.


Manager (F&A)

SMS Based Payments Process flow

Customer will send the following details for the registration with atom. Once these details will be sent to the atom, it will be stored securely against the mapping of the Consumer number, card number and mobile number. This mapping should be maintained for the transactions. A customer gets registered for the bill payment via SMS. Here in first attempt the Card number and Expiry will be sent.

[Keyword] [Consumer Number] [Billing Unit] [Card number] [Expiry]

In second sms or follower SMS CVV and OTP will be sent along with the keyword here atom will check the mobile number from which SMS has came and forward the details to PG Card number, expiry mapped against that Mobile number and CVV and OTP received in second SMS.

[CVV] [OTP]

Once SMS is received by atom, consumer number and billing unit will be passed to web services of MSEDCL. In response of it we will receive the Due date and amount from the web service atom will validated the due date should not be less than today's date and as per the RBI guidelines the amount for SMS based payments will be less than or equal to 5000.

Based on the 2 validations due date and amount atom will take a decision whether to forward the same to Payment Gateway or send a failure SMS to the customer with specific reason.

On the basis of response received from bank atom will inform the customer the bill status. The same is updated to the backend of the MSEDCL via web service.

Process flow through IMPS(internet, IVR & mobile application)

Pay using IMPS option will be provided by atom on different channel where in the customer will be asked to enter the Mobile No., MMID, OTP.

- The MMID(Mobile Money Identifier) is issued by the customers Bank on one time registration.
- The OTP like in current scenario will be sent on the registered mobile banking solution (as implemented by the bank)

IVR process flow:

1. Customer calls MSEDCL IVR number & enters consumer no.
2. ATOM system will fetch bill data & play the same to the consumer & prompt him to make the payment.
3. On selection of payment option i.e. IMPS, ATOM will prompt the consumer to enter his MMID, mobile no & OTP.
4. Payment will be processed accordingly
5. MIS and fund transfer will be done on (T+1) Working Day.

Internet process flow:

1. Customer will come on MSEDCL website whereby " Pay by IMPS " will be given to the customer in addition to the existing option (Credit / Debit / Net Banking / Cash Cards)
2. Once the customer selects " Pay by IMPS " the customer will get directed to atom page where by the customer will be asked to enter his MMID , mobile no & OTP.
3. Payment will be processed accordingly
4. MIS and fund transfer will be done on (T+1) Working Day.



Mobile application process flow:

1. Customer enters his consumer No on the application.
2. Atom system will fetch bill data and show it to the customer and will show him the payment option.
3. On selection of payment option i.e IMPS, ATOM will prompt the consumer to enter his MMID, mobile no & OTP.
4. Payment will be processed accordingly
5. MIS and fund transfer will be done on (T+1) Working Day.

Process flow through Net Banking

1. Customer will visit MSEDCL website & select NetBanking option the following Corporate bank (Jammu & Kashmir Bank / Union Bank Of India / Indian Overseas Bank) from the list of banks. He will be directed to ATOM platform and payment will be processed accordingly
2. MIS and fund transfer will be done on (T+1) Working Day.

Process flow through Atom Associates for cash collection mode

1. Customer visits Atom Business Associates for making MSEDCL bill payments.
2. ATOM associates Business Associate visits www.mahadiscom.com and enters the required details atom system will fetch the data and show it to the customer and on confirmation from customer will click on continue.(Count of outlets of Business Associates attached herewith).
3. ATOM will debit its business associates a/c which is maintained at atom end on real time basis for the Txn amount and atom associate will collect cash from customer and handover the receipt to the customer for future reference.
4. ATOM will do one consolidated transfer into MSEDCL a/c for all the payment which has been collected on (T+1)working Day,where T being the transaction day where the Billpay Subscriber pays the amount in respect of energy bill to ATOM or ATOM's Retail Agent/s/ Business Associate/sub agent , through RTGS/NEFT. Such transfer to MSEDCL bank account shall be notwithstanding any failure on part of retailers/sub agents of ATOM to remit money to ATOM.
5. ATOM shall perform its obligations under this Agreement by employing of sub-contractors, Retail Agents, Business Associate/sub agent etc or other agents (collectively "Person") and performance of any obligation by any such Person shall constitute performance by ATOM. ATOM shall lay down proper procedures and service parameters for the Retail Agent/ Business Associate to ensure that Retail Agent/ Business Associate provide efficient services in a business like manner to the Customers. In event of any complaint about the conduct of any Retail Agent, the MSEDCL shall have the right to request ATOM to take appropriate action against such Retail Agent/s/ Business Associate/sub agent.
6. ATOM agrees to ratify and confirm all the acts done by Business Associate/retail agent/sub agent of ATOM and under take that they will be jointly and severally responsible for all the acts of the Retail Agents/ Business Associate/sub agent.
7. List of Retail Agents/ Business Associate/sub agent shall be provided by ATOM to the concerned office of the MSEDCL. Any addition / deletion in the list shall be informed to



- concerned MSEDCL Office on weekly basis.
8. ATOM will formulate a mechanism to closely monitor the activities of the Retail Agents/ Business Associate to avoid frauds & misappropriation of money.
 9. Initially cash collection mode will be on pilot run for a period of 12 months in Nandurbar & Latur Circles. Thereafter continuation of this mode of collection will be decided on successful pilot run.
 10. For cash collection of energy bills done by the agency, commission invoices will be submitted at respective Division Offices of MSEDCL on monthly basis.
- a) The monies debited to the customers account are credited to the designated pool account with the respective acquiring bank.
 - b) Each day the monies so collected are aggregated and transferred to a designated MSEDCL account on T+1 day, where T being the transaction day, through RTGS/NEFT
 - c) ATOM will provide the consumer wise MIS on daily basis as per format required by MSEDCL on the Portal developed by ATOM or any other mode as prescribed by MSEDCL.
 - d) ATOM shall promote and market the ATOM Network to Customers and potential users of the Services at its own cost.
 - e) The use of the name/logo of the MSEDCL by ATOM shall not amount to any guarantee or assurance from MSEDCL on the quality of Services of ATOM.
 - f) Agency shall depute it's personnel twice a week at HO MSEDCL, Mumbai to facilitate MIS reconciliation & sort out other issues pertaining to the collection mechanism.
 - g) Agency shall deposit with the respective Divisional Office of MSEDCL, a Security Deposit of Rs. 1,00,000/- (One Lakh Only) per division in cash. The review of adequacy of the security deposit will be taken every six months or earlier as per requirement by the respective Divisional Office of MSEDCL and the shortfall if any shall be recouped by ATOM. The security deposit shall be minimum equivalent to 3 times average daily cash collection for each collection centre during the preceding quarter. The amount of security deposit above Rs 1 lakh can be deposited in the form of Bank Guarantee.
 - h) All Cash collection proceeds shall be insured and kept insured throughout the term of the Agreement by ATOM against all risks and the ATOM shall arrange for fidelity insurance and transit risk insurance for all money held in their custody in the name of MSEDCL and hand over the policies to the MSEDCL. The policies shall be renewed timely at ATOM's cost. In case of failure to renew the insurance policy, ATOM shall be solely responsible for any losses/damages there from.



Common Process Flow :

- MSEDCL to provide ATOM a real-time interface and querying customer bill data [already provided]. ATOM to use this for getting bill data for the registered customers. No physical data exchange will take place between ATOM and MSEDCL Circle IT.
- ATOM will create a web-based portal to facilitate payment updation with access given to all relevant stakeholders at ATOM and MSEDCL to ensure availability of the service across the State and remove the dependence on / requirement for daily physical interaction with the individual Circle IT Offices.
- For all successful payments received during a day, ATOM will send email summary Payment Report and transfer the total funds as per the report to the designated MSEDCL Bank Account. The Summary Report will contain Division-wise break-up of all successful payments and reversals/refunds.
- MSEDCL Helpdesk Section will verify receipt of funds in its account and login to the ATOM Portal and confirm payment receipts.
- Post Confirmation of receipt of funds by Helpdesk, each Circle IT will be login to the ATOM system and view the Payment Files [BU-wise B-60 files for payment updation and B80 files for payment reversal] available for download. The Circle IT will then login to the ATOM portal and confirm/upload details of all successfully processed payments and rejected payments.
- Each Division & Sub-division will also be provided individual logins to the ATOM Portal from where they can download the daily Payment MIS for their Division / Sub-division.
- MSEDCL Central Office IT and Accounts teams will also be provided with Individual logins to enable them to download various MIS reports and Exception Reports [for e.g. list of payment files not downloaded / process by a Circle IT] to enable more efficient monitoring and control.

They key requirement from MSEDCL's end to enable to above flow and ensure efficient processing will be:

- To ensure that the bill data is available on the central database immediately after generation of the bill data at each circle.
- To ensure that the payment receipt confirmation is done by the W&M Section daily.
- To ensure that the payment updation and confirmation is done by the Circle IT office daily.



Annexure -III

Activity analysis

Sr. No	Activity	Responsibility Centre	Responsible Person	Monitoring Person	Time Frame	Frequency
1	Billing and Updation					
a	Generation of Bill	MSEDCL Circle IT Centre/Billing Unit	Circle IT Centre In-charge & AA/UDC of BU	HO IT/Jr. Mgr. (R) of Div.	As per Billing Program prepare by respective IT centre	As per Billing Schedule
b	Uploading of Bill on	MSEDCL Circle IT Centre	Circle IT Centre In-charge	HO IT	immediate after raising the bill	After each generation of Bill
2	MIS Reports & Data Transfer					
a	MIS data for collection on ATOM IMPS, IVR, Mobile Application, SMS & cash Payments in format as required by MSEDCL and providing viewing to MSEDCL Helpdesk	ATOM	ATOM in charge	MSEDCL Helpdesk Accounts	T+1	Daily
b	Fund transfer online approval by verifying with MSEDCL's designated Bank A/c statement	MSEDCLHO Helpdesk	MSEDCL Helpdesk Accounts	Mgr(F&A)/GM(F&A)	T+1	Daily
c	Generation of B 60 & B 80 files on ATOM web portal	ATOM	ATOM in charge	HO IT	T+1	Daily



Sr. No	Activity	Responsibility Centre	Responsible Person	Monitoring Person	Time Frame	Frequency
d	Downloading & Updation of B 60 & B 80 files	MSEDCL Circle IT centre	MSEDCL Circle IT Centre In-charge	HO IT	same day of transfer of B60 & B80	Daily
e	Updation of Detailed Transactions Reports - collection mode wise & BU wise on ATOM Web portal	ATOM	ATOM in charge	MSEDCL Helpdesk Accounts	T+1	Daily
f	Maintaining feedback reports - Accounting unit/Circle wise summary Reports	MSEDCL Help Desk	MSEDCL Help Desk IT	HO IT	Within 1 day of updation & receipt of feedback report of B60 & B80	Daily
3 Remittances & Transfer of Funds						
a	Remittance of amount collected into MSEDCL's designated Bank A/c	ATOM	ATOM in charge	MSEDCL Helpdesk Accounts	T+1	Daily
b	Transfer of funds from MSEDCL's designated Bank A/c to Canara Bank A/c	MSEDCL's designated Bank	In-charge of MSEDCL's designated Bank	MSEDCL Helpdesk Accounts	Within 1 day of transfer to MSEDCL's designated Bank A/c	Daily
4 Accounting & Reconciliation						
a	IBA Generation & Acceptance to/from Circle Office	Help Desk & Circle Accounts	Help Desk Accounts & Asst. Mgr of Circle	Mgr (F&A-CF)	within 4 day after month	Monthly



Sr. No	Activity	Responsibility Centre	Responsible Person	Monitoring Person	Time Frame	Frequency
b	IBA Generation/Acceptance to/from WM Section	Help Desk & WM Section	Help Desk Accounts & Asst. Mgr of WM Sect.	Mgr (F&A-CF)& Mgr. (WM)	within 2 day after month	Monthly
c	Other Accounting matters	Help Desk	Help Desk Accounts	Mgr (F&A-CF)	Monthly	Monthly
d	IBA Reconciliation	Help Desk, Circle Accounts & WM Section	Help Desk Accounts & Asst. Mgr of Circle & WM Sect.	Mgr (F&A-CF)& Mgr. (WM)	Monthly	Monthly
e	Bank Reconciliation	MSEDCL Help Desk	Help Desk Accounts	Mgr (F&A-CF)	Within 15 days of subsequent month	Monthly
5 Consumer Complaints for Payment through ATOM						
a	Billing	Sub Division / Billing Unit	Billing Unit In-charge	Jr. Mgr. (R) of Div.	As per SOP	NA
b	Double / Multiple Payment	ATOM	ATOM	MSEDCL Helpdesk Accounts/ATOM	within 2 days from receipt of complaint	NA
c	Wrong Payment	ATOM	ATOM	MSEDCL Helpdesk Accounts/ATOM	within 2 days from receipt of complaint	NA
d	Charge back for fraudulent credit card transactions	ATOM	ATOM	MSEDCL Helpdesk Accounts/ATOM	within 2 days from receipt of complaint	NA
e	Non-updation of Payment	Help Desk/Circle IT Centre	Help Desk IT	HO IT & Circle IT	within 1 days from receipt of complaint	NA



Annexure -IV

CHARGEBACK PROCESS – VBV / MASTERCARD SECURE

Activity Name	Nature of Activity	Time for updation	Persons involved	Responsibility
Raise the Chargeback	Chargeback process starts	Within 180 days from the date of transaction	Customer	Customer
Receipt of Copy Request	ATOM receives the Copy Request from the Card transaction acquiring bank.	2 Working Days from the date of receipt of the Copy Request from Visa / MasterCard	Respective Card transaction Acquiring Bank	Respective Card transaction Acquiring Bank
Publishing the Copy Request	ATOM provides the details of the Copy Request to respective IT Circle / Divisional Accounts Department	Within 1 working day from the date of receipt of the Copy Request	1) [ATOM] (ATOM)	ATOM
Providing necessary details	Respective IT Circle / Divisional Accounts Department will provide the supporting documents i.e. payment updation screenshots, customer details etc. to ATOM Alternatively, Confirm the transaction details and get a mail / letter confirmation from the customer for validity of the transaction and withdrawal of chargeback.	Within 1 Working day from the date of receipt of the Copy Request	Respective IT Circle / Divisional Accounts Department	MSEDCL
Present the details	ATOM will present these documents / details to the Card Issuing Bank through Card Transaction Acquiring Bank, for contesting the copy request. Incase the customer accepts the details provided, the Chargeback will not occur.	Within 1 working day from the date of receipt of details from MSEDCL	1) [ATOM] 2) _____ (ATOM)	ATOM



- ❖ However, if the respective IT Circle / Divisional Accounts Department at MSEDCL does not provide documents within the target date to contest chargeback OR if the customer does not accept the documents provided by the respective IT Circle / Divisional Accounts Department at MSEDCL, chargeback will still occur.
- ❖ As per Visa / Mastercard guidelines for VBV / Mastercard Secure transactions, all chargebacks where the reason is "fraud", the chargeback will be borne by the Issuing Bank and for all chargebacks where the reason is other than "fraud" like "duplicate payment" / "service not rendered" / etc., the chargeback will be borne by MSEDCL subject to MSEDCL contesting the chargeback within the stipulated time frame and providing necessary documents viz. valid Address and Identity Proof of the Customers, Credit Card copy, Transaction Screen Shots, and other relevant documents as may be requested by the bank from time to time.



For THE MAHARASHTRA STATE ELECT. DISTRIBUTION CO. LTD.


Manager (F&A)

Annexure -V
List of banks/Agencies

List of banks/agencies is as below which will be periodically updated and by mutual consent new addition will be integrated.

	Net banking
Sr. No	Bank Name
1	Jammu & Kashmir Bank(Corporate)
2	Union Bank Of India (Corporate)
3	Indian Overseas Bank (Corporate)

For THE MAHARASHTRA STATE ELECT. DISTRIBUTION CO. LTD.

Manager (F&A)



ANNEXURE VI

IVR, Mobile Application and SMS Payments- TAT FOR QUERY RESOLUTION

Serial No	Types of Queries / Complaints	TAT
1	Account locked	1
2	Transaction status	1
3	Credit not released	3
4	Double payment (customer's account debited twice)	3
5	Refund	5
6	Others	3

ATOM Escalation Matrix for IVR, Mobile Application and SMS Payment Services

Category	Level	Name of the concerned Person	Email Address /Phone No
IT /Technical Support	1	Help Desk Team	To : helpdesk@atomtech.in +91 22 6686 4010 Ext: 4101
	2	Sonal Maru	To : sonal.maru@atomtech.in +91 22 6686 4010 Ext:4227 +91 99302 68847
	3	Ajay Surana	To : ajay.surana@atomtech.in 91 99302 67812
Operation Related Query	1	Help Desk Team	To : helpdesk@atomtech.in (022-6686 4010 Ext No : 4101)
			To : sonal.maru@atomtech.in (022-6686 4010 Ext No : 4227)
			CC : operations@atomtech.in (022-6649 7000 Ext No : 4515)
	2	Kiran Bansode	To : kiran.bansode@atomtech.in (8879002057)
	3	Priyesh Parmar	Cc: priyesh.parmar@atomtech.in (99302 68625)
Business & Marketing Related	4	Meera Subramanian	To: meera.subramanian@atomtech.in (98209 53509)
	1	Kuldeep Singh	kuldeep.singh@atomtech.in cell : 88790 02040
	2	Tarun Arora	tarun.arora@atomtech.in +91 99302 67817



Annexure VII ATP Machines Locations

S.no	Zone	Circle	Division	Sub-Dvn..	ATP Location	Address
1	Zone Akola	Akola	Plot, Akola, Maharashtra.	Akola U-I, II, III	Akola	444005, Maharashtra.
2	Amravati	Amravati	Hospital, Amravati	Urban Sub-Dn-I	Amravati	Amravati-444601, Maharashtra.
3	Amravati	Buldana	Chikhali Road, Buldhana	Buldhana	Buldhana	443001, Maharashtra.
4	Amravati	Khamgaon	High School Khamgaon	Khamgaon	Khamgaon	School, Khamgaon-444303, Maharashtra.
5	Amravati	Pusad	Road, Pusad, Maharashtra.	Pusad	Pusad	Road, Pusad-445204, Maharashtra.
6	Amravati	Yavatmal	Stand, Yavatmal, Maharashtra.	Yavatmal	Yavatmal	445002, Maharashtra.
7	Baramati	Phaltan	Phaltan, Dist. Satara.	Phaltan (U)	Phaltan	Satara.
8	Baramati	Satara	Prathaghanji Peth, Radhika Road, Satara.	Satara (U)	Satara	Peth, Radhika Road, Satara.
9	Baramati	Gurunank	Office, Gurunank Chowk Solhapur.	C	Solhapur-satrasta	Sat Rasta, Solhapur.
10	Baramati	Jodbasavanna	Section Office, Dhaji Peth Solahapur.	D	Solhapur-Gurunank	Solhapur.
11	Baramati	Lucky chowk	subdivision, 78A gold pinch peth, lucky	E	Jodbasavanna	Section Office, Dhaji Peth Solahapur.
12	Baramati	satrasta	Bunglow, Near Sat Rasta, Solhapur.	A	Chowk, Navi Peth	Peth, Solapur.
13	Baramati zone	Solhapur- Urban Dvn	Bhawan, Juni Mill Compound, Opposite Super Market, Murarji Peth, Solapur.			MSEDCL, Urban Division office, Juni Mill Compound, Solapur.
14	Bhandup	BELAPUR	Belapur, Navi Mumbai.	CBD	SOLAPUR URBAN	Mumbai.
15	Bhandup	Bhandup - 1	MSEDCL, "VIDHUT" Bhandup Urban Zone, LBS Road, Bhandup (West), Mumbai	Pannalal	Bhandup - 1	Bhandup Urban Zone, LBS Road, Near Ashian Paints Factory, Bhandup,
16	Bhandup	2(Powai)	Mumbai	Ishwar Nagar	Bhandup-2(Powai)	400087.
17	Bhandup	Bharat Gear	Mumbra Panvel Road, Near Bharat Gear,		Divia	opp. To prema Tower, Divia, Thane.
18	Bhandup	(Bhandup)	Division, MSEDCL Colony, Old Pune Road,	Nerul	Kalamboli	Brahmakumari Ashram, Nerul, Navi Mumbai.
19	Bhandup	Divia	Siddhivinayak Garden, Divia.	Kalwa	KALWA	Hospital, Kalwa Thane.
20	Bhandup	Kalamboli	Colony, Panvel-421301	Kharghar	Kharghar 1	Sector 12, Kharghar, Navi Mumbai.
21	Bhandup	KALWA	Hospital, Kalwa Thane.	Kharghar	Kharghar 2	M.S.E.D.C.L., Sector 19, Kharghar, Navi Mumbai.
22	Bhandup	Kharghar	Vihar, Sector 12, Kharghar, Navi Mumbai.		Kharghar-3	Road, Dreams Colony, Bhandup West
23	Bhandup	Kharghar 2	Mumbai.	Nagar	LOKMANYA NAGAR	M.S.E.D.C.L., Mhada, Lokmanyagar, Thane.
24	Bhandup	Kharghar-3	MSEDCL CIDCO Bhavan, Hiranadani		Mulund	Maharashtra Panchrasta Mulund (W) Mumbai.
25	Bhandup	NAGAR	Chowk, Sector-4, Kharghar, Navi Mumbai.	Sarvodaya		Mumbai, Thane.
26	Bhandup	Mulund	M.S.E.D.C.L., Mhada, Lokmanyagar, Thane.	Mumbra	Nasheman (Mumbra)	-Mek Company M.S.E.D.C.Ltd., Sub-Division Office, Mek Industrial Estate, Mumbra, Thane.
27	Bhandup	Mulund	MSEDCL, Collection Center, Opp to Bank of Maharashtra, M.G. Road Panchras, Mulund(w)	Bhandup (East)	Mumbra MEK COMPANY	
28	Bhandup	Mumbra	Colony, Mumbra	Nerul	Nerul 1	Depot, Nerul, Navi Mumbai.
29	Bhandup	Nerul	Division mek industrial estate, Mumbra	Power House	Power House	(West) Thane.
			BEST Bus Depot, Nerul, Navi Mumbai.	Gadkari	Raheja Garden	MSEDCL, Tip Top Plaza, Raheja Garden, LBS Road, Thane.



30	Bhandup	Power House	Bag, Tane (West) Thane.	Kolsket	(MUMBRA)	Mumbra, Panvel Road, Near Bharat Gear
31	Bhandup	Garden	Road, Thane.	Vashi	URBAN	Urban Division, MSEB Colony, Bhingari, Old Pune Road,
32	Bhandup	Tarangan	Nagar Thane (West).	Wagle Estate	Wagle Estate Circle	Office, Road No.16 Wagle Estate, Thane
33	Bhandup	VIHAR	M.S.E.D.C.L, Vasant Vihar, Thane.	Gadkari	Tarangan	(West).
34	Bhandup	Vashi	Abhyudaya Co-Operative Bank, Vashi	BU 4175	Ambernath (W)	Dn. Office.
35	Bhandup	Circle	Office, Kopari, Thane (East)	BU 4754	Ambernath E	market, opp to Vadivali Market B, Cabin
36	Kalyan	(W)	Office, Ambarnath (W) Sub Dn. Office.	BU 4405	Badlapur East	Office, Gandhi Chowk, Badlapur (E).
37	Kalyan	East	bhaji market, opp to vadivali, Market B, cabin	BU 4755	Badlapur (W)	Supply Colony, Belvali, Near Sky Walk Over Bridge.
38	Kalyan	Badlapur (E)	Gandhi Chowk, Badlapur (E).		Badlapur (W)	Section office Badlapur (W) New
39	Kalyan	Badlapur (W)	Baklapur (W), Water Supply Colony, Belvali,		(bailbazaar)	C.S.D. Sub-Dn. Bailbazar (W)
40	Kalyan	Manjarli	supply, Badlapur west		Panvel (R) Dn	Near Bhingari Panvel (R)
41	Kalyan	Bail Bazar	Ground floor Kalyan (W)		Dahanu	stand, Dahanu rd (W)-401601
42	Kalyan	Bhingari	Bhingari.	4166, 4720	DOMBIVILI EAST	Dombivali (E)
43	Kalyan	Dahanu	Village, Nr. ST Stand, Dahanu Road (w)	4163, 4768	DOMBIVILI WEST	M.S.E.D.C.L, Office Dwarka Hotel, Dombivali (W)
44	Kalyan	EAST	Dombivali (E)		Karjat (E)	Near Rly. Stn. Karjat Sub-Dn.
45	Kalyan	DOMBIVILI WEST	M.S.E.D.C.L, Office Dwarka Hotel, Dombivali (W)	Khopoli BU 4140		Office of Assitant Engg.
46	Kalyan	Karjat	MSEDCL S/Dn. Office, Near railway Stn, Karjat	4162	Khopoli	MSEDCL Khopoli, Above bank of Maharashtra
47	Kalyan	Kopoli	Maharashtra Bazar peth, Khalti Khopoli.		Palghar (W)	Bazar Peth, Khalti Khopoli-02191
48	Kalyan	Palghar (W)	Road Division Office, Palghar.	BU 4174	Pen S/dn	Palghar.
49	Kalyan	Pen	circle office Pen.		Prabharam Mandir	Pen S/dn office, Antra Road, Pen circle office
50	Kalyan	Prabharam Mandir	MSEDCL Prabharam Mandir Ulhasnagar 5		Roha	MSEDCL Office, Prabharam Mandir Ulhasnagar 5.
51	Kalyan	Roha	Bhavan, Roha		Office, Deshmukh	Congress Bhuvan, Roha Sub-Division
52	Kalyan	Shahapur	Shahapur.	BU 4173	Wadi, Shahapur.	MSEDCL sub dn office, Shahpur
53	Kalyan	Chember	Road, Ulhasnagar 5.	4751	Shanti chamber	office, Ulhasnagar camp no5
				4696	SHIVAJI CHOWK	M.S.E.D.C.L, Shivaji Chowk, Section Office, Kalyan (W).
54	Kalyan	SHIVAJI CHOWK	M.S.E.D.C.L, Shivaji Chowk, Section Office, Kalyan (W).	Ulhasnagar-1 BU 4170	TEJASHRI	M.S.E.D.C.L, Tejashri Building Sub Division Kln. (W).
55	Kalyan	TEJASHRI	Kln. (W).			MSEDCL Kalyan Ambarnath road
56	Kalyan	Ulhasnagar -1	Temple, Ulhasnagar Div.1, Ulhasnagar.	BU 4172	Ulhasnagar -1	Sai baba Temple, Ulhasnagar Division -1
57	Kalyan	Ulhasnagar -3	Office, Ulhasnagar Camp. No.3.	2 BU 4171	Ulhasnagar -3	Ulhasnagar-421003
58	Kalyan	2	Chowk, Ulhasnagar 2.	5 BU 4174	ULHASNAGAR-2	Camp. No.3.
59	Kalyan	5	Unit, Ulhasnagar 5.	4359	ULHASNAGAR-5	M.S.E.D.C.L, Sub Division, Nehru Chowk, Ulhasnagar 2.
60	Kalyan	Vasai	Division, Vasai (E).		Vasai	M.S.E.D.C.L, Gandhi Road, Testing Unit, Ulhasnagar-5.
					Sativali	M.S.E.D.C.L, Dipashri Building, Sub Division, Vasai (E).
				BU 4173	Venus Talkies	Agarwal Industries section office vasai (W)
						Home, Ulhasnagar Camp No 4



(Signature)

61	Kalyan	Vasai-2	Industrial Estate, Satalvi, Vasai East	Rural Sub Dn	Inchalkaranji	Chow, Opp. Manas Hotel, Inchladeranji.
62	Kalyan	Venus	section, Chaninani Nursing Home, Ulhasnagar	Div.	Jayasingpur	MSEDCL, Sub Division, near S.T. Stand, Jayasingpur.
63	Kalyan	Murbad	MSEDCL Murbad Sub-division, Near ST Stand, Murbad.	est, North, Mark	Kolhapur Urban	M.S.E.D.C.L, Sub Division Office, Administrative Building, Vidy Bhavan, Tarabai Park, Kolhapur-416003
64	Kolhapur	Inchalkaranji	Ambedkar Chow, Opp. Manas Hotel, Stand, Jayasingpur.	Miraj(U)	Miraj	Miraj, Tal Miraj, Dist-Sangli-416415
65	Kolhapur	Jayasingpur	Administrative Building, Vidy Bhavan, Peth, Miraj, Tal Miraj, Dist Sangli	Miraj(U)	Sangli	Khanbhag, Sangli-416415
66	Kolhapur	Urban	Administrative Building, Vidy Bhavan, Peth, Miraj, Tal Miraj, Dist Sangli	Bhandara (U).	Bhandara Division.	Bhavan, Ground Floor, Nagpur Road, Bhandara. Pin:
67	Kolhapur	Miraj	Khanbhag, Sangli	II.	Sub Division - II.	Division - II, 33 KV Sub Station, Shastri Nagar, Mul
68	Kolhapur	Sangli	Maharashtra.	Gondia (U).	Gondia Division.	Ramnagar, Old Power House, Gondia. Pin: 441 601
69	Nagpur Zone	Bhandara	Shastri Nagar, Mul Road, Chandrapur,			
70	Nagpur Zone	Chandrapur	Ram Nagar, Gondia, Maharashtra.			
71	Nagpur Zone	Gondia	Ram Nagar, Gondia, Maharashtra.			
72	Nagpur Zone	Nagar	Ramkrishnamath, Dhantoli, Nagpur, Maharashtra.			
73	Nagpur Zone	Dhantoli	Maharashtra.			
74	Nashik	Ahemadnagar	Road, SAVADI, AHMED NAGAR			
75	Nashik	Bhadrakali	Nashik	A'Nagar USD-II	Savedi Section Office	MSEDCL Section Office, Savedi A'Nagar
76	Nashik	CIDCO	MSEDCL Datta Chowk, CIDCO CIDCO, Nashik	City	Bhadrakali	422011.
77	Nashik	Deolali Camp	Stand, Howsan Road, Nr. Goliwada, Deolali	Deolali	Deolali Camp	Howsan Road, Nr. Goliwada, Deolali Camp, Nashik.
78	Nashik	Coloney	Road, Holaram Coloney Nashik	Satpur	Holaram Coloney	Coloney Nashik-422002
79	Nashik	Park Dwarka	Nashik	Dwarka	Dwarka	422011.
80	Nashik	Malegaon	Stand, Malegaon	USD-I	Power House	423105.
81	Nashik	Panchwati	Nashik	Panchavati	Panchwati	422001.
82	Nashik	Setpur	MSEDCL Setpur Sub Division, Setpur, Nashik	Urban	Shivaji Nagar	422101.
83	Nashik	Shivaji Nagar	Road	S/Dn	Chinchawad-74	Nr. RS Sub station, Chinchwad,
84	Pune	Bhavan	422011	S/Dn	Ganeshkhind-78	Univercity Chowk, Pune - 411 016
85	Pune	Ganeshkhind-78	Office, Administrative Building, PUNE	Rasthapeth	Kasbapeth	MSEDCL near Kumbharwada Pune
86	Pune	Kasbapeth	MSEDCL, Ganeshkhind, Circle	Lonawala	Lonawala-80	Lonawala, Tal. Maval, Dist. PUNE.
87	Pune	Kondhwa	Building of MSEDCL near Kumbharwada Pune	Sant Marry	NIBM	NIBM Road, Near May Fair phase-2, opp Jyoti Hotel Road.
88	Pune	Lonawala-80	bank of maharashtra	Neelayam S/Dn	Nilayam Takies	Colony, Sadashiv peth, Opposite Of nilayam
89	Pune	NIBM	Bhangarwadi Lonawala, Tal. Maval, Dist. PUNE.	Padmavati Dn.	Padmavati	Statichu, Satar Rd, PUNE-411037
90	Pune	Nilayam Takies	Hotel, NIBM Road, Kondhwa Budruk, Pune	Parvati Dn	Parvati Dn.-37	Co. Pune- 30
91	Pune	Padmavati	Colony, Sadashivpeth, Opposite of nilayam talkies, PUNE	Pimpri Dn.	Pimpri - 73	Pune - 411 017
92	Pune	Parvati Dn.-37	Vivekanand Statichu, Satar Rd, PUNE	Pradhikaran S/Dn	KONDHWA	Kondhwa section Pune - 411 017
			Administrative Building, PUNE	Aundh S/Dn	Rajgurunagar	MSEDCL division office, Rajgurunagar, Pune
				Kothrud S/Dn	Colony(kothrud)	Ramabag Colony, Poud Road.



93	Pune	Pimpri - 73	Administrative Building, PUNE	S/Dn	Rastapeth	Hospital, Rastapeth, PUNE-411011
94	Pune	Rajgurunagar	road, Shaskiya gadaun samor, Tal.Dhed Dist.	St. Marry S/Dn	Saint Mary - 38	Chowk,near Pool gate Petrol Pump, Pune - 411 001.
95	Pune	Colony(Kothr	Poud Road, PUNE	Sangvi S/Dn	Sangvi - 75	division, Pune
96	Pune	Rastapeth	Admn.Builing,Opp KEM Hospital, Rastapeth,	Kothrud S/Dn	SNDT	Dn, Nr. SNDT College,Kothrud,
97	Pune	38	Office,Administrative Building,	Swargate S/Dn	Swargate	Shukrawar peth,opposite Nike petrol pump, tilak rd
98	Pune	Sangvi - 75	Administrative Building, PUNE	Talegaon	Talegaon	MSEDCL ColonyTalegaon Dabhade,Tal.Maval,Dist-
99	Pune	SNDT	SNDT College, Kothrud, PUNE	Division	Wadgaon Dhari - 37	opposite Abhiruchi Resorts, Wadgaon Budruk, Sinhagad
100	Pune	Swargate	peth, Opposite Nike Petrol Pump, Tilak Rd.	Malawadi S/Dn	Warije Malawadi - 79	Lane No.11 Dhahanukar Colony, Karve Road, Pune 411
101	Pune	Talegaon	Talegaon Pune, Dist Pune	USD Parbhani	Parbhani	MSEDCL,Parbhani,MAHARASTRA.
102	Pune	- 37	PAdministrative Building, UNE			
103	Pune	Dhalunakar -	Administrative Building, PUNE			
104	Nanded	Parbhani	MSEDCL,Parbhani,MAHARASTRA.	USD Parbhani	Parbhani	MSEDCL,Parbhani,MAHARASTRA.
105	Jalgaon	Dhule	Dhule,Maharashtra.	Dhule U-I	Dhule	Maharashtra.
106	Jalgaon	Nandurbar	MSEDCL, Nandurbar Urban Sub-division, In	S/Dn	Nandurbar	MSEDCL, Nandurbar Urban Sub-division, In front of
107	Jalgaon	Lalbag	front of Central Bus Station, NANDURBAR	Nandurbar R-I		Central Bus Station,NANDURBAR-425412.
108	Kokan Zone	Ratnagiri	substationDHULE	S/dn.	Ratnagiri	Ratnagiri Urban S/dn. Nachane Rd. Ratnagiri
109	Aurangabad	Jalna	House,Nachane Road, Ratnagiri			
			Premises,Mastgad, JALNA -431203		Jalna 1	Division,Old Power House Premises, Mastgad, JALNA -

