

दिल्ली DELHI

AA 870670

**SERVICES AGREEMENT**

THIS AGREEMENT is made and executed at Mumbai on, 12<sup>th</sup> day of March, 2013 by and between:

Maharashtra State Electricity Distribution Company Ltd., a company incorporated under the Companies Act, 1956, having its registered office at Hongkong Building, M.G. Road, Fort, Mumbai (hereinafter referred to as 'MSEDCL' which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the First Part;

AND

EASY BILL LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at 51, 3rd Floor, Okhla Industrial Estate - III, New Delhi 110 020 and Mumbai office at 31, Navketan Ind. Estate, Mahakali Caves Road, Opp. Onida, Andheri (East), Mumbai - 400 093 (hereinafter referred to as "EBL" which expression shall unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the Other Part

**WHEREAS:**

1. The EBL intends to provide an efficient and easily accessible payment collection Services (as defined elsewhere in the Agreement) to the MSEDCL for the collection of payments from the Customers of MSEDCL (as defined elsewhere in the Agreement) who wish to settle their Bills (as defined elsewhere in the Agreement) from the MSEDCL over the counter.
2. MSEDCL wishes to avail services of the EBL's Network (as defined elsewhere in the Agreement) to facilitate payments being received from its Customers with respect to the Bills.

Services Agreement – Easy Bill & MSEDCL

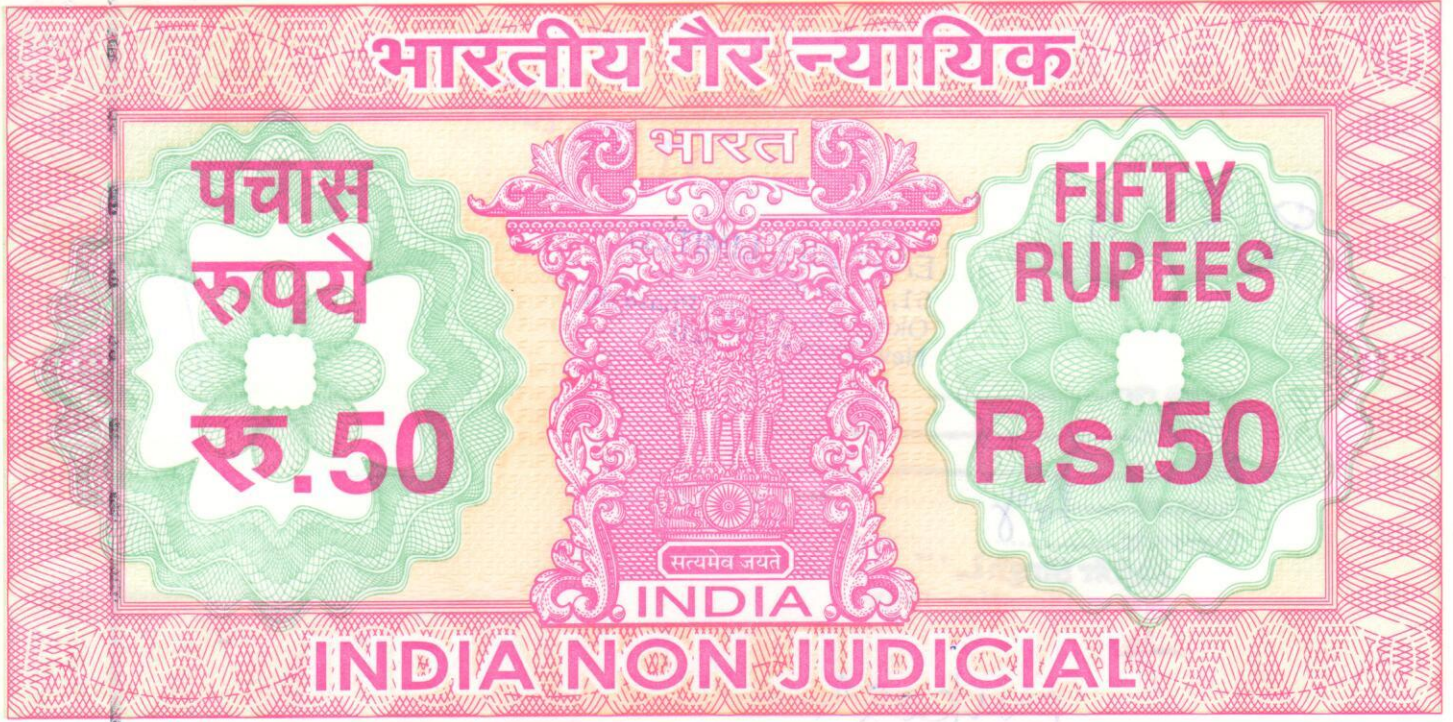
For THE MAHARASHTRA STATE ELECT. DISTRIBUTION CO. LTD.

Manager (F&A)



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AA 870671

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PREMISE, COVENANTS AND UPON THE TERMS AND CONDITIONS AS SET OUT HEREIN, THE PARTIES HAVE AGREED TO AS FOLLOWS:

**ARTICLE 1: DEFINITIONS**

- 1.1 In this Agreement (including the recitals hereof), unless there is something inconsistent with the context, the following terms and expressions shall have the meaning set forth hereinafter:
- a) "Agreement" shall mean this Service Agreement together with the Schedules hereto and shall include any modification and alternations hereto, made in writing, after the date of execution of this Agreement;
  - b) "Banking Day" shall mean a day (other than Sunday) on which banks are open for normal banking business and "Banking Days" shall be construed accordingly;
  - c) "Bill or Bills" shall mean any bills issued by MSEDCL to its subscribers, for which the MSEDCL wishes to avail Services set forth in this Agreement;
  - d) "Call Centre" shall mean the call centre, if any provided by the EBL to answer and address operational queries from the Customers;
  - e) "Cheque" means the cheque, demand draft, pay order or any other similar instrument drawn on any bank in the Territory and is eligible for local clearing.
  - f) "Commencement Date" shall mean the date as set out in article 3.1;
  - g) "Core Services" shall mean the core services to be provided by the EBL to MSEDCL as set out in Schedule -I of this Agreement;

Services Agreement – Easy Bill & MSEDCL

For THE MAHARASHTRA STATE ELECT. DISTRIBUTION CO. LTD.

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- h) **"Customers"** shall mean the customers of MSEDCL from **Domestic (LD-1) & Non-Domestic (LD-2) Category** who make payment due to MSEDCL using EBL's Network ;
- i) **"Due Date"** shall mean the date on which any Party is required to pay any sum of money to the other Party, as per the terms of this Agreement;
- j) **"EBL's Network"** shall mean the Retail Agent Network and Terminals set up by Easy Bill for providing Services envisaged in this Agreement;
- k) **"End of Day" or "EOD"** shall, for the purpose of Bills collected in cash mean, the latest time on any day at which the details of the bill collected in cash has been transmitted by the Retail Agent to the EBL and for the purpose of Bills collected through cheque mean the time of last transaction before the courier's representative reaches the Retail Agent premises to collect the cheques.
- l) **"A force majeure means any event or circumstance or combination of both including those stated below and on which the Affected Party has no control, that wholly or partly prevents or incapacitates the Affected Party in performing its obligations under this Agreement, even after the affected party having taken all reasonable care or it having complied with prudent utility practices:**
  - (a) act of God, including, but not limited to lightning, drought, fire and explosion, accident, terrorist activities like sabotage, explosion or criminal damage, strike at National or State level, earthquake, volcanic eruption, landslide, flood, cyclone, typhoon, tornado;
  - (b) any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo.
- m) **"Insolvency Event"** shall mean, in respect of Parties, that such a Party becomes insolvent or makes a proposal to its creditors, or a petition in bankruptcy or liquidation is admitted against it, or a receiving order is made against it or it takes or attempts to take advantage of any law now or hereafter in effect for the relief of debtors, or a receiver or other custodian (permanent or temporary) of any of its assets or of any shares in its capital is appointed by private instrument or by court order, or execution or similar process is levied against any such assets or shares, or distress or other analogous process is made against any of its assets;
- n) **"Optional Service"** shall mean the optional services to be provided by the EBL at the written request of MSEDCL and on terms and conditions as agreed between the parties in writing, as such services are set out in **Schedule-I** of this Agreement;
- o) **"Optional Service Charges"** shall mean the service charges payable by the MSEDCL to the EBL for the provision of the Optional Services as set out in **Schedule-II** of this Agreement which are duly agreed in writing by both the parties;
- p) **"Parties"** shall mean Easy Bill and MSEDCL and **"Party"** shall mean either of them, as the case may be;
- q) **"Retail Agents "** or **"Retail Agent Network "** shall mean the appointed by Easy Bill (the EBL) from time to time for providing Services envisaged herein (and **"Retail Agent"** means any one of them);
- r) **"Services"** shall mean the Core Services and such of the Optional Services as the EBL has agreed to provide to MSEDCL under this Agreement;
- s) **"T" or "Transaction Day"** shall mean the day on which the Retail Agent collects the cash or receives Cheque from the Customer for the Bills against a valid receipt;



- t) **"Terminals"** shall mean the multi-function terminals to be used to provide Services and to process the payment transactions;
- u) **"Territory"** shall mean the city of Bhandup, Pune, Nagpur, Kalyan and Nashik, for the purposes of this Agreement; Any addition will be considered after 1 year of satisfactory performance.

Sr. No.	Name of the Zone	Circle / Dns.
1	Bhandup	Thane (U) Circle / Washi Circle
2	Pune	Rastepeth Circle
3	Nagpur	Nagpur (U) Circle
4	Kalyan	Kalyan Circle-I / Kalyan Circle-II / Vasai Circle
5	Nashik	Nashik (U) Circle

- v) **"Transaction"** shall mean a transaction processed by the EBL as part of the Core Services as specified **Schedule- I** of this Agreement; and
- w) **"Transaction Charges"** shall mean the charges payable by MSEDCL to the EBL as set out in **Schedule-II** of this Agreement.
- 1.2 Headings to the articles and the schedules are inserted for convenience of reference only and shall be ignored in the interpretation of this Agreement.
- 1.3 In this Agreement, unless the context otherwise requires:
- references to articles and schedules are to be construed as references to articles of and schedules to the Agreement and references to the Agreement includes its schedules;
  - words importing the singular shall include the plural and vice versa, words importing a gender include every gender and references to persons include bodies corporate and unincorporated; and
  - references to statutory provisions shall be construed as references to those provisions as replaced, amended or re-enacted from time to time.

## ARTICLE 2: COMMENCEMENT AND TERM

This agreement shall be effective from the 12<sup>th</sup> day of March, 2013 and shall, unless terminated earlier in accordance with the terms and conditions stipulated under this Agreement, continue in full force for a period of One (1) year (the "Term"). This agreement may be renewed for a further period or periods as may be agreed between the Parties to this Agreement by mutual consent in writing.

## ARTICLE 3: PROVISION OF SERVICES BY EBL

- 3.1 **Provision of Services by Easy Bill:** Easy Bill shall provide the Services to MSEDCL, from 20 day of March, 2013 or such other date as mutually agreed (**Commencement Date**), in the Territory, in accordance with this Agreement.

For THE MAHARASHTRA STATE ELECT. DISTRIBUTION CO. LTD.  
  
 Manager (F&A)





### 3.2 Manner of Providing Services by EBL

- (i) **Employment of sub-contractors, Retail Agents etc :** The EBL shall perform its obligations under this Agreement by employing *of sub-contractors, Retail Agents etc* or other agents (collectively "**Person**") and performance of any obligation by any such Person shall constitute performance by EBL. EBL shall lay down proper procedures and service parameters for the Retail Agent to ensure that Retail Agent 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 EBL to take appropriate action against such Retail Agent/s.

Easy Bill Ltd. agrees to ratify and confirm all the acts done by Retail Agent of EBL and under take that they will be jointly and severely responsible for all the acts of the Retail Agents.

List of Retail Agents shall be provided by Easy Bill Ltd. to the concerned office of the MSEDCL. Any addition / deletion in the list shall be informed to concerned MSEDCL Office on weekly basis.

- (ii) The EBL shall endeavor to appoint Retail Agents through out the Territory. However, if MSEDCL is of the opinion that a Retail Agent is required in a particular area where the EBL has not yet appointed a Retail Agent, then subject to availability of appropriate person and financial viability the EBL shall take necessary steps for the appointment Retail Agent in that area.
- (iii) **Promotion and Marketing of EBL Network:** The EBL shall promote and market the EBL Network to Customers and potential users of the Services at its own cost.
- (iv) **Use of MSEDCL's logo:** The EBL may use the logo of the MSEDCL in any marketing material, promotional material relating to Services or receipts issued by the EBL Network with prior written consent of the MSEDCL. EBL may also include the name of MSEDCL in any of its client list, which it produces for marketing or promotional activities of the EBL with prior consent of the MSEDCL. The use of the name of the MSEDCL by EBL shall not amount to any guarantee or assurance from MSEDCL on the quality of Services of EBL.
- (v) M/s. Easy Bill Ltd will use the paper having image durability for 5 years for MSEDCL transactions. However, this is subject to the condition the customer keeps/preserved the receipts with reasonable care as per the guidelines/directions of the manufacturer of the paper.

### ARTICLE 4: ROLE OF EBL

- 4.1 **Manner of Collection of Bills:** The EBL shall receive or cause to be received through its Network, payment tendered in cash or through Cheque/DD/Pay order, against the Bills issued by the MSEDCL to the Customers.

#### 4.2 Process Flow and Payment through cash:

- (i) **Process Flow of cash payment:** The process for the collection of the Bill through cash payment shall be as set out in **Schedule-III** of this Agreement.
- (ii) **Payment through cash:** Where the payment for the Bills is received by EBL from the Customers, in cash, the EBL shall within T+1 (one) Banking Days, transfer such Bill amount through the banking channel, to the designated account of the MSEDCL, in



the bank mutually agreed between the Parties. EBL would transfer the amount through Electronic Fund Transfer (RTGS/NEFT) / any alternative mode available to MSEDCL bank account on Day T+1. Such transfer to MSEDCL bank account shall be notwithstanding any failure on part of retailers to remit money to EBL. Further, notwithstanding anything contained in the agreement, in case, EBL has remitted the money as per agreed SLA and money has not been received by MSEDCL due to delay of MSEDCL's Bank on T+1 Day, then EBL shall be relieved of any liability/penalty as provided under the agreement.

**4.3 Process Flow and Payment through Cheque/DD/Pay order (For Mumbai & Pune cities only):**

- (i) **Process Flow of Cheque payment :** The process for the collection of the Bills through Cheque/DD/Pay order payment shall be as set out in **Schedule-IV** of this Agreement.
- (ii) **Payment through Cheque/DD/Pay order:** Where the payment for the Bills is received by the EBL from the Customers, through Cheque/DD/Pay order, the EBL shall within T+1 (One) Banking Day, hand over all such Cheques to the person as may authorized by the MSEDCL or deposit the same in designated bank of the MSEDCL.

**4.4 Failure to make payment on Due Date :** Each of the Party undertake to pay all undisputed sum due to the other on or before its Due Date for payment under this Agreement. If the amount due is not paid on the Due Date for payment by EBL to MSEDCL then penalty shall be payable by EBL amounting to 18% p.a of amount collected on the particular day. Further, in case, if the amount due is not paid on the Due Date for payment by MSEDCL to EBL then interest shall be payable by MSEDCL on such sum from the Due Date up to the date of actual payment at a rate of 18% per annum to EBL and interest shall be deemed to accrue on a day to day basis.

**4.5**

- a) The EBL shall develop the portal mechanism for data transfer.
- b) The EBL will formulate a mechanism to closely monitor the activities of the Retail Agents to avoid frauds & misappropriation of money by franchisees.
- c) EBL should not open the collection centers nearby ATP machines installed by M/s ADD Technology, Bangalore.
- d) EBL should ensure no recurrence of the irregularities alike the earlier period.
- e) EBL shall depute it's personnel twice a week at HO MSEDCL, Mumbai to facilitate MIS & sort out other issues pertaining to the collection mechanism.

**4.6 Transaction and Payment Reconciliation:**

- (i) **Transaction Reconciliation:** The EBL shall transfer to MSEDCL, the data relating to the Transactions ("**Transaction Data**") upto end of the transaction day, on next day before 12 Noon through portal mechanism for upload data transfer on daily basis.
- (ii) **Payment Reconciliation:** EBL shall within T+1 Banking Days of receipt of the payment against Bills, provide reconciliation of the cash amount received from the Customers and the amount transferred to MSEDCL along with details of the Customers from whom the cash has been received in the form of a payment reconciliation report. All reports shall be as per requirement of MSEDCL.
- (iii) EBL shall transfer the data daily in only soft form on e-mail/portal as per the portal mechanism.





4.7 **Recording of complaints:** EBL agrees to use all reasonable endeavors to record any complaints that are received by EBL in connection with the Services and to pass details of any such complaints to MSEDCL as soon as reasonably practicable (but nothing in this article require EBL to provide any confidential information).

4.8 Easy Bill Ltd., shall not open collection centers nearby ATP machines installed by M/s ADD Technologies, Bangalore.

No additional charges will be recovered from consumers by the Retail Agent of the Easy Bill Ltd. for bill collection work.

4.9 M/s. Easy Bill Ltd. will share the list of Circle wise Representatives with the local Field office of MSEDCL as well as H.O. at Mumbai for better co-ordination.

Periodical meeting shall be held with MSEDCL officials to sort out the issues in the collection mechanism for smooth functioning.

## ARTICLE 5: ROLE OF MSEDCL

### 5.1 Activities to be performed by MSEDCL

(i) **Publicity of the Services etc. to the Customers:** MSEDCL shall use reasonable endeavours to publicise to the potential Customers, the availability of the Services, by informing them of the existence of the Retail Agents Network and shall on mutual consent provide the following marketing support:

- (a) Use of marketing material (e.g. logos and campaign messages) designed by or on behalf of EBL, in the mailers issued by MSEDCL and sent to the Customers;
- (b) Co-operation in the circulation of an appropriate Retail Agent list to the potential Customers.

(ii) **Making use of Services and barcode etc.:** MSEDCL will use barcode on all its Bills issued to the Customers and shall continue to use the same. However, in case of change or discontinuance of the use of barcode by MSEDCL, no additional sum will be paid to EBL on account for additional manual work / checking required by EBL Network.

(iii) **Recording of complaints:** MSEDCL agrees with EBL to use all reasonable endeavors to record any complaints that are received by MSEDCL from Customers in connection with the Services and to pass details of any such complaints to EBL as soon as reasonably practicable (but nothing in this article shall require MSEDCL to provide any confidential information). MSEDCL also agrees to consult the EBL and use all reasonable endeavors to include appropriate questions concerning the quality of the Services provided by the EBL in any relevant Customer surveys that MSEDCL may choose to conduct. All queries to be raised within one month time period / next month bill generation from the date of transaction. Queries to be raised with transaction receipt and transaction details. Any consumer query without the proper EBL receipt along with transaction details will not be acknowledged.

(iv) **Provision of Information to EBL:** MSEDCL shall provide to EBL, all information which EBL may reasonably require from time to time to enable EBL to provide the Services and in particular without prejudice to the generality of the foregoing, MSEDCL agrees to provide to EBL, as soon as MSEDCL becomes aware of such proposed changes, details of all technical changes which are proposed to be made or any other alterations which may or will require changes to be made to the Terminals after they have been built, such changes to be implemented pursuant to article 6.



- (v) **Transaction Reconciliation:** MSEDCL shall acknowledge the receipt of the Transaction Data as set out in Article 4.5(i) of this Agreement, by sending a confirmation report to the EBL latest by close of office hours on the same day.
- (vi) **Payment Reconciliation:** MSEDCL shall confirm the receipt of the payment reconciliation report as set out in Article 4.5(ii) of this Agreement within T+2 Banking Days. If MSEDCL is not satisfied with the said payment reconciliation report or if there is any discrepancy in the records of MSEDCL and the reconciliation provided by EBL then, MSEDCL shall revert back to the EBL within T+2 Banking Days in the form of a payment reconciliation validation report ("PRVR"). The said PRVR shall be in the format set out by the EBL and provided to MSEDCL. In the event of above-mentioned discrepancies in the payment reconciliation report, the Parties shall follow the exception handling measures with respect to cash as well as cheques (as set out in **Schedule-V** of this Agreement) to resolve any such discrepancy.

## ARTICLE 6: VARIATIONS TO SERVICES

### 6.1 Variations

- (i) The Parties acknowledge that the specifications of the Services may have to be changed from time to time to comply with changes in law, requirements of MSEDCL or change in technology. Where EBL is required to make variations to the Services to comply with changes in the requirements of MSEDCL or to comply with the changes in law, the EBL will discuss such requirements and/or changes in law with MSEDCL and implement the same in such manner as shall be agreed between the Parties.

### 6.2 Requests for Variations by the MSEDCL

- (i) MSEDCL may from time to time, notify EBL that it wishes to vary the Services (and this may include requesting additional services). MSEDCL shall discuss and evaluate such request with the EBL. Such changes shall be carried out by the EBL at the request of MSEDCL and provided EBL approves such changes, which approval shall not be unreasonably withheld, the changes will be implemented in such manner as shall be agreed between the Parties.

### 6.3 Allocation of Costs

- (i) If MSEDCL authorizes EBL to proceed to implement the variation (which authorization shall not be unreasonably withheld) MSEDCL shall be liable to pay the costs and adjustments to any relevant charges payable under this Agreement which are mutually agreed in writing by both the parties.

### 6.4 Variations by EBL

The EBL, on giving such notice to MSEDCL as is reasonable in the circumstances, and after receiving written consent from MSEDCL, shall be entitled from time to time to make improvements or variations to the Services (which do not adversely affect the technical and performance quality of the Services) and which do not impose additional cost on MSEDCL.

## ARTICLE 7: SERVICE CHARGES AND OTHER PAYMENTS

### 7.1 Payment of Transaction Charges and Optional Service Charges

- (i) In consideration for providing the Services, MSEDCL shall pay to EBL, the Transaction Charge in accordance with **Schedule-II**, in respect of each Transaction, handled by the EBL directly or through EBL Network.

Services Agreement – Easy Bill & MSEDCL

For THE MAHARASHTRA STATE ELECT. DISTRIBUTION CO. LTD.

Manager (F&A)



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- (ii) In consideration of EBL providing the Optional Services, MSEDCL shall pay the Optional Services Charges as may be agreed between Parties at the time of finalization of the Optional Services.
- 7.2 EBL shall provide monthly invoice at the end of the month and submit to respective Division Offices and MSEDCL shall make the payment within 15 days of the submission of the bills after being duly certified by the user department and after deducting any interest for the delay on the part of EBL as per clause 4.4, here in above.

All payments are subject to deduction of Taxes applicable from time to time apart from interest and dues payable if any by EBL.

## ARTICLE 8: LIMITATION OF LIABILITY

- 8.1 EBL shall exercise reasonable skill and care in the performance of the Services, and shall use reasonable endeavors to provide the Services on a continuous basis, except where such Services are affected by interruptions that may occur, whether by reason of breakdown. MSEDCL acknowledges that EBL shall have no liability for any consequential loss, in respect of any such interruption of the Services. For the avoidance of doubt it is agreed that EBL shall have no liability where any such failure arises as a result of a Force Majeure event set out in Article 11 (with exception to the negligence on the part of EBL in handling MSEDCL bill amount) in which event, EBL shall use its reasonable endeavors to restore the provision of the Services as soon as reasonably practicable. In any case, Force Majeure, clause is not applicable to the remittance of amount collected from MSEDCL subscribers by EBL.

### 8.2 Security Deposit/Bank Guarantee.

- The total Security Deposit required will be equivalent to 3 days average cash collection for each Circle during the preceding quarter.
- Initially, Easy Bill will deposit the amount of Security Deposit in the form of Bank Guarantee from Nationalised Bank / Scheduled Bank at respective Circle as follows.

Circle	Amount of B.G.
Thane (U) Circle	Rs. 5.00 Lakh
Washi Circle	Rs. 5.00 Lakh
Rastepeth Circle	Rs. 5.00 Lakh
Nagpur (U) Circle	Rs. 5.00 Lakh
Kalyan Circle-I	Rs. 5.00 Lakh
Kalyan Circle-II	Rs. 5.00 Lakh
Vasai Circle	Rs. 5.00 Lakh
Nashik (U) Circle	Rs. 5.00 Lakh

- The review of adequacy of Security Deposit will taken by each Circle every Six months and any shortfall will be recouped by Easy Bill Ltd. in the form of Bank Guarantee.

- 8.3 **Indemnity For Intellectual Property:** The Party ("Indemnifying Party") shall indemnify the other Party ("Claiming Party") against all actions, claims, proceedings, costs and expenses arising from any actual infringement of intellectual property rights of whatever nature insofar as these relate to intellectual property rights developed and owned by the Claiming Party or licensed to the Claiming Party (by any third party) which claims, actions or proceedings arise as a result of the Indemnifying Party's use of any of the Services within the Territory except that the indemnity shall not apply:

- (i) to any actions, claims or proceedings which relate to intellectual property rights licensed to EBL by MSEDCL; and



- (ii) to any actions, claims or proceedings which are attributable to any breach of contract or negligent act or omission on the part of MSEDCL or where any such actions, claims or proceedings relate to any developments of the Services carried out by or at the request of MSEDCL except where EBL knew or ought reasonably to have known that such developments of the Services requested by the MSEDCL would result in an infringement of intellectual property rights.

#### ARTICLE 9: CONFIDENTIALITY

- 9.1 Each of the Parties shall, and shall use reasonable endeavours to procure that their officers, employees, Retail Agents and other representatives shall, safeguard, treat as confidential and not use for its own purposes all information, documents or materials in whatever form which it acquires in the course of negotiations or during the term of this Agreement and which concerns the other Party except:
- (i) as required to enable the EBL or MSEDCL to perform their respective obligations under this Agreement;
  - (ii) as required: (a) by law; or (b) by any statutory authority acting properly, in accordance with its powers and, having jurisdiction over MSEDCL or the EBL or any other participant in EBL Network; or (c) by the duly appointed auditor of the MSEDCL or EBL or any other participant in EBL Network acting properly and in accordance with its scope of services; or
  - (iii) with the prior written consent of the other Party.
- 9.2 The obligations of confidentiality in this shall survive the termination of this Agreement and shall continue for a period of 12 (twelve) months thereafter, unless and until any of the relevant confidential information enters the public domain through no fault of the relevant Party or its officers, employees, Retail Agents or other representatives.

#### ARTICLE 10: TERMINATION

Either Party shall be entitled to terminate this agreement with prior notice of **30 days** in writing on the other Party, without assigning any reason. The respective accrued liabilities shall be carried out.

#### ARTICLE 11: FORCE MAJEURE

- 11.1 Notwithstanding any other provisions of this Agreement, if and to the extent that either Party ("**Affected Party**") acting and having acted reasonably, is hindered or prevented from performing any of its obligations under this Agreement by a Force Majeure event, such a Party shall be relieved of all liability for failure to perform its obligations under this Agreement.
- 11.2 The Affected Party shall promptly notify the other Party, of the estimated extent and duration of such inability to perform its obligations and shall take all reasonable steps available to it to remedy any Force Majeure event and to minimize the effects thereof.
- 11.4 Upon the cessation of the Force Majeure event the Affected Party shall promptly notify the other Party of such cessation.

#### ARTICLE 12: CONSEQUENCES OF TERMINATION

- 12.1 Termination of this Agreement shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination including, without limitation, article 8 (Limitation of Liability) and article 9 (Confidentiality) of this Agreement.



- 12.2 Upon termination of this Agreement, each Party (the "**First Party**") shall forthwith deliver up to the other Party (the "**Other Party**") or otherwise dispose as per the direction of the Other Party, all instruction manuals, photographs, catalogues, advertising materials, technical information and computer discs and any other materials, documents and papers whatsoever relating to the business of the Other Party which the First Party may have in its possession or under its control except to the extent that it is necessary for the First Party to retain the same for the purpose of its existing business and the Parties shall co-operate in a manner so as to facilitate an orderly run down and handover of processing arrangements to such other processing arrangements as the MSEDCL may request.

#### ARTICLE 13: MISCELLANEOUS

- 13.1 **Principal to Principal Agreement:** This Agreement has been entered into by the Parties on (a) a non-exclusive basis; and (b) on a principal to principal basis and nothing contained in this Agreement shall be deemed to constitute a partnership, joint venture or employer and employee relationship between the EBL and MSEDCL.
- 13.2 **Assignment:** The Parties shall not be entitled to assign the benefit, in whole or in part, of any rights under this Agreement without the prior consent in writing of the other Party.
- 13.3 **Waiver:** The failure of any Party to enforce any term or provision hereof shall not be construed to be a waiver of such term or provision and shall in no way affect the right of such Party thereafter to enforce such term or provision or any other term or provision hereof.
- 13.4 **Partial Invalidity:** Should any provision(s) of this Agreement be held invalid or unenforceable under the laws of India, such invalidity shall not affect the entire Agreement. This Agreement shall then be construed as if it did not contain the provision(s) held to be invalid, and the Parties shall endeavour, in good faith, to replace such invalid provision(s) with a new provision(s) which shall be as nearly as possible similar in its/ their legal and commercial effect to the replaced provision.
- 13.5 **Amendments:** No modification, amendment or waiver of the terms and conditions of this Agreement shall be valid or binding unless made in writing and duly executed by the Parties.
- 13.6 **Entire Agreements:** This Agreement constitutes the entire Agreement between the Parties and supersedes and cancels any prior written or oral agreement, representation, understandings, arrangement, communication, commitment or expression of intent relating to the subject matter of this Agreement.
- 3.7 **Governing Law and Jurisdiction:** This Agreement shall be governed by and construed and interpreted in accordance with laws of India. The Parties submit to the exclusive jurisdiction of the courts at **Mumbai**.
- 13.8 **Communications and Notices:**
- (i) Any notice, instruction, request for the written approval and / or other communication ("**Communications and Notices**") required by this Agreement hereunder shall be submitted in writing and transmitted by registered post, prepaid post, prepaid registered airmail, courier service or facsimile transmission, addressed to Party to which such communications and notices are intended, at the respective address of such Party as set out below:





If to MSEDCL:

Attention:

**General Manager (Corporate Finance)**  
**MSEDCL**  
**1<sup>st</sup> Floor, Prakashgad,**  
**Plot. No. G-9, Dr. Anant Kanekar Marg,**  
**Bandra (E), Mumbai – 51**

If to the EBL

Attention:

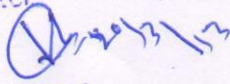
**Rahul Munjal, Managing Director,**  
**Easy Bill Ltd**  
**51, 3<sup>rd</sup> Floor, Okhla Industrial Area III,**  
**New Delhi 110020**

- (ii) Such communications and notices shall be deemed to have been validly given on:
- (a) 5 (five) days after posting if transmitted by registered post, prepaid registered airmail;
  - (b) the date of receipt, if transmitted by courier; or
  - (c) the date immediately, after the date of transmission with confirmed answer back, if transmitted by facsimile transmission, whichever shall first occur.

13.9 **Dispute Resolution:** Any dispute, controversy, disagreement or claim arising under this agreement or any dispute with respect to validity of this Agreement (the “Dispute”) shall be resolved in the following manner:

Where any Dispute could not be settled by the Parties within 30 days or within a mutually extended period, from the date of receiving the notice of Dispute by a Party from the other Party, then such Dispute shall be referred to arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a presiding arbitrator. The arbitration proceedings shall be conducted in Mumbai, or in such other city as the Parties may mutually agree upon. The arbitration proceedings shall be conducted in the English language. The Arbitrators shall have powers to award penalty and/or enforce specific performance.

For THE MAHARASHTRA STATE ELECT. DISTRIBUTION CO. LTD.

  
**Manager (F&A)**






IN WITNESS WHEREOF, the Parties have caused this, Agreement to be executed by their respective representatives' thereunto duly authorized as of the date first written above.

For MSEDCL

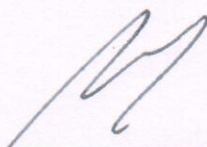
For THE MAHARASHTRA STATE ELECT. DISTRIBUTION CO. LTD.

  
Manager (F&A)

Authorized Signatory

Name: G. Gopal Krishna  
Title: Manager (F&A-CF)

For Easy Bill Ltd.

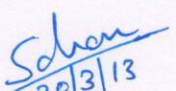




Authorized Signatory


Name: Rahul Munjal  
Title: Managing Director

In the presence of:

  
Name: Sohan Dhamne  
Asst. Mgr (F&A)  
MSEDCL

Address: 1<sup>st</sup> Floor, Prakashgad,  
Bandra(E), Mumbai

In the presence of:

  
Name: ASHISH M. SAXENA  
Sr. Mgr. BUSINESS DVL.  
(9821300213)

Address:

D-35, AARAM C.H.S.  
VAKOLA, SANTACRUZ(E)  
MUMBAI - 400055.



## SCHEDULE – I

### CORE AND OPTIONAL SERVICES

#### 1. Core Services

The Core Services are as follows:

- (a) **Transaction:** Collection of Bills on behalf of MSEDCL from the Customers through Cash / Cheque/Pay order/DD. Cheque services within Mumbai & Pune cities only.
- (b) **Transfer of data:** Transfer of data to MSEDCL and subsequent acknowledgment from MSEDCL of its receipt through a mutually agreed format in soft & hard form as required by MSEDCL offices. All through the portal mechanism as per **Annexure-1**.
- (c) **Deposit of Cash & Cheques:** Deposit of cash collected at Easy Bill Network shall be transferred on T+1 day to MSEDCLs designation Bank Account at Mumbai through RTGS/NEFT on daily basis. Cheques shall be deposited on T+1 day in designated Bank Account of MSEDCL as communicated by the concerned Division.

#### 2. Optional Services

None as of now.

For THE MAHARASHTRA STATE ELECT. DISTRIBUTION CO. LTD.

Manager (F&A)





## SCHEDULE – II

### TRANSACTION CHARGES AND OPTIONAL SERVICE CHARGES

(i) **Transaction Charges:**

Rs 3/- (Rs Three only) per receipt in Cash or Cheque./Demand draft or any other similar instrument PLUS any payable Service Tax, revenue stamp etc. **No other charges will be payable by MSEDCL or by Consumer.** Monthly Invoices to be submitted to concerned Division for payment. Payment will be release within 15 days of submission of bills at respective Division offices after deduction of TDS or any other applicable tax.

(ii) **No other additional charges shall be recovered from the consumers by the Retail Agent / Franchisee of M/s Easy Bill Ltd.**

(iii) **Optional Service Charges**

None as of now.

**For THE MAHARASHTRA STATE ELEC. DISTRIBUTION CO. LTD.**

  
**Manager (F&A)**





### SCHEDULE – III

#### PROCESS FOR COLLECTION OF BILLS IN CASH

- Step1 Customer walks in the retail outlet where Bill board of Easy Bill is displayed
- Step2 Customer presents the bill to the retailer
- Step 3 Merchant ensures the validity of Bill
- Step 4 Retailer ask for the mode of Payment from the customer
- Step 5 Customer makes the payments to the retailer
- Step 6 Retailer scans the data from the bill through bar code reader or he enters the details like Bill No., relationship no, mode of payment and amount
- Step 7 A receipt is generated from the terminal with date and time of payment & and other details & given to Customer as proof of payment (Retail Agent takes signatures of payee on receipt, a copy of the receipt to be held by ME )  
Merchant will accept payments **only before due date of the bill**, the date on the receipt would be current date in ddmmyy format.

*(for cash payment- Detailed Activity Analysis as per Annexure 'A')*

- Step 8 Easy Bill remits money to MSEDCL on Day T+1 through electronic fund transfer (RTGS/NEFT) mode so that MSEDCL gets credit.
- Step 9 Easy Bill provides electronic information to Utility & Bank for updation of billing status on Day T
- Step 10 Easy bill will create a web based portal to facilitate payment updation with access given to all relevant stakeholders at Easy Bill and MSEDCL to ensure availability of the service across the state and remove the dependence on / requirement for daily physical interaction with the individual I.T. Circle.
- Step 11 For all successful payments received during a day Easy Bill will upload the summary payment report and transfer the total funds as per the report to the designated MSEDCL Bank Account on T+1 day. The summary Report will contain Division wise break-up of all successful payments and reversals / refunds.
- Step 12 Help Desk, MSEDCL, will verify receipt of funds in its account and login to the EBL portal and confirm payment receipt.
- Step 13 Post confirmation of funds by Help Desk, each circle IT will login to the EBL Portal and view the payment files (BU wise B 60 files for payment updation) available for download. The circle IT will download the files and update the payments into the consumers account. The Circle IT will then login to the EBL portal and confirm/upload details of all successfully processed payments and rejected payment.

For THE MAHARASHTRA STATE ELECT. DISTRIBUTION CO. LTD.

  
Manager (F&A)

Services Agreement – Easy Bill & MSEDCL





- Step 14 Each division & sub-division will also be provided individual logins to the EBL portal from where they can download the daily payment MIS for their division / Sub-division
- Step 15 MSSEDCL H.O., Help Desk will also be provided with individual logins to enable them to download various MIS reports and exception reports as per requirement of MSSEDCL (for e.g. list of payments files not downloaded/ process by a circle IT) to enable more efficient monitoring and control

For THE MAHARASHTRA STATE ELECT. DISTRIBUTION CO. LTD.  
20/12/13  
Manager (F&A)





## SCHEDULE -IV

### PROCESS FOR COLLECTION OF BILLS THROUGH CHEQUE

**MSEDCL Bill Collection through POS**  
**Mode of Payment Collection – Cheque/DD/Pay order**  
**( Mumbai & Pune cities only.)**

- Step1** Customer walks in the Easy Bill's retail outlet (Where Bill Board of Easy Bill is displayed)
- Step2** Customer presents the bill to the retailer or gives his Account number or consumer no.
- Step 3** Retailer ask for the mode of Payment from the customer
- Step 4** Customer makes the payments to the retailer
- Step 5** Retailer scans the data from the bill through bar code reader or he enters the details like Bill No., relationship no, mode of payment and amount
- Step 6** A receipt is generated from the terminal with date and time of payment & and other details & given to Customer as proof of payment. Receipt will depict “**Subject to realisation**”.  
(Retail Agent takes signatures of payee on receipt, a copy of the receipt to be held by ME )

Retail Agent will accept payments irrespective of the due date and amount, the date on the receipt would be current date in mmyy format

**( for cheque payment)**

- Step 7** Easy Bill arranges to collect cheques through a courier from Retail outlets by end of the day so that each day's cheque collection is deposited in the designated bank next day morning

- Step 8** Easy Bill arranges to deposit the cheques/DD/Pay order to a designated Bank account of MSEDCL on day T+1 at respective Division Offices.

Bank provides clearing of cheque to MSEDCL. Easy Bill will not be responsible for handling cheque return from the bank.

Jr.Manager (F&A) of the respective Division Office of MSEDCL will monitor the cheque transactions & make the necessary entries in the MSEDCL books of account and shall prepare the necessary bank reconciliation in time.

For THE MAHARASHTRA STATE ELECT. DISTRIBUTION CO. LTD.

  
Manager (F&A)





## SCHEDULE – V

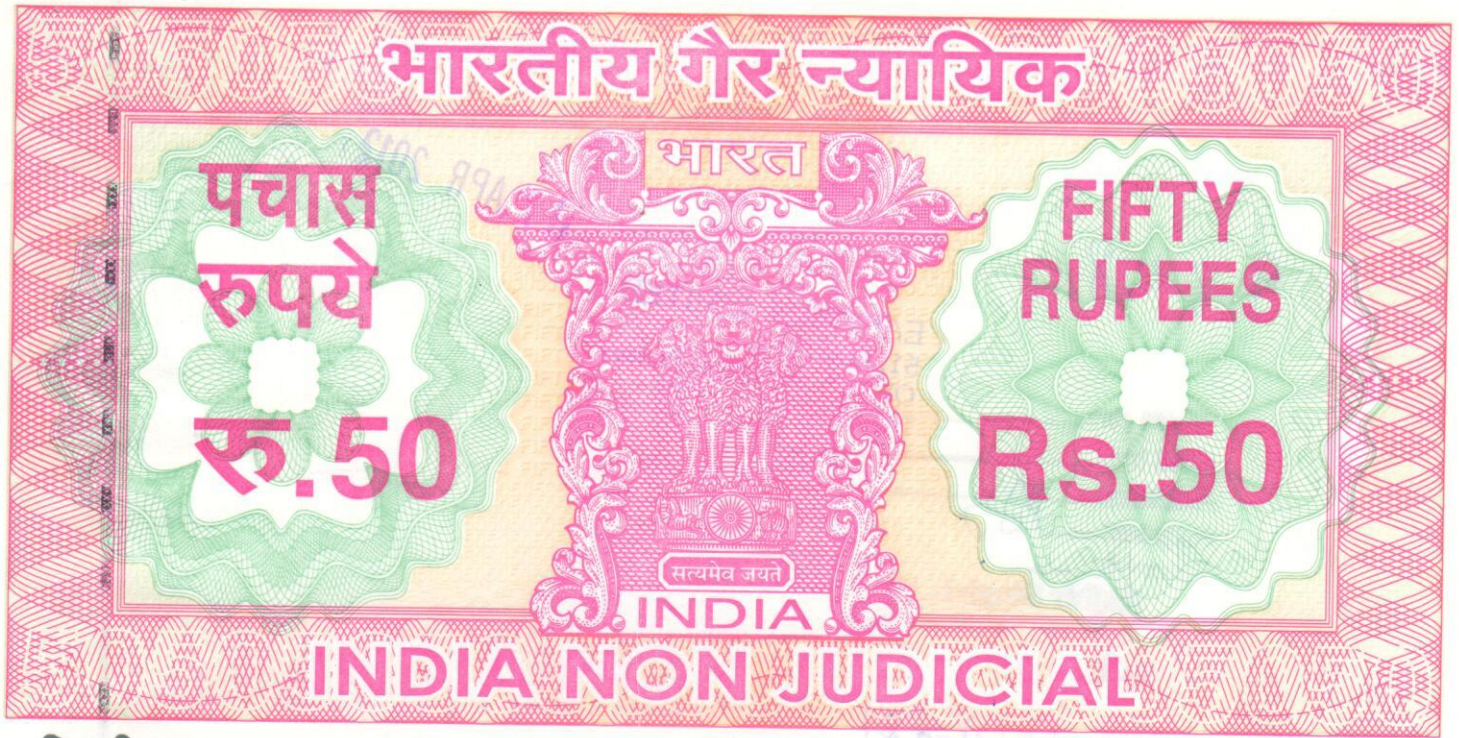
### EXCEPTION HANDLING MEASURES FOR COLLECTION OF BILLS IN CASH & CHEQUE/DD/Pay order

S. No.	Exception	Exception Handling	Days
1	Discrepancy related with payment report vs physical collection and bank deposit	<ul style="list-style-type: none"> <li>➤ MSEDCL will call the operation team of EBL to give details of wrong payment updation vs physical collection</li> <li>➤ EBL retrieves all deposit slips for verification and match with report sent.</li> <li>➤ EBL sends status to MSEDCL within 2 days with feedback.</li> </ul>	➤ 2 days
2	Payment not reflecting	<ul style="list-style-type: none"> <li>➤ MSEDCL informs EBL of the payment not received.</li> <li>➤ EBL checks records and reverts with details within 2 days from the reporting time.</li> <li>➤ If physical cheque reported lost in transaction than EBL has to confirm MSEDCL and collect alternative payment from the customer.</li> <li>➤ MSEDCL Revert back to customer within specified time frame.</li> <li>➤ Incase a customer walks in to the outlet of EBL to reply to the customer within stipulated time period. At the same time EBL to send feedback to MSEDCL.</li> </ul>	➤ 2 days
3	Queries related to Fund remittance and Reconciliation	<ul style="list-style-type: none"> <li>➤ MSEDCL will conduct reconciliation of fund transferred by EBL on monthly basis.</li> <li>➤ MSEDCL will inform queries related to the same will be informed to EBL within 2 working days.</li> <li>➤ All queries related to fund transfer / remittance will be escalated to EBL within reasonable time period.</li> </ul>	➤ 2 Days

For THE MAHARASHTRA STATE ELECT. DISTRIBUTION CO. LTD.  
  
 Manager (F&A)







दिल्ली DELHI

AA 870680

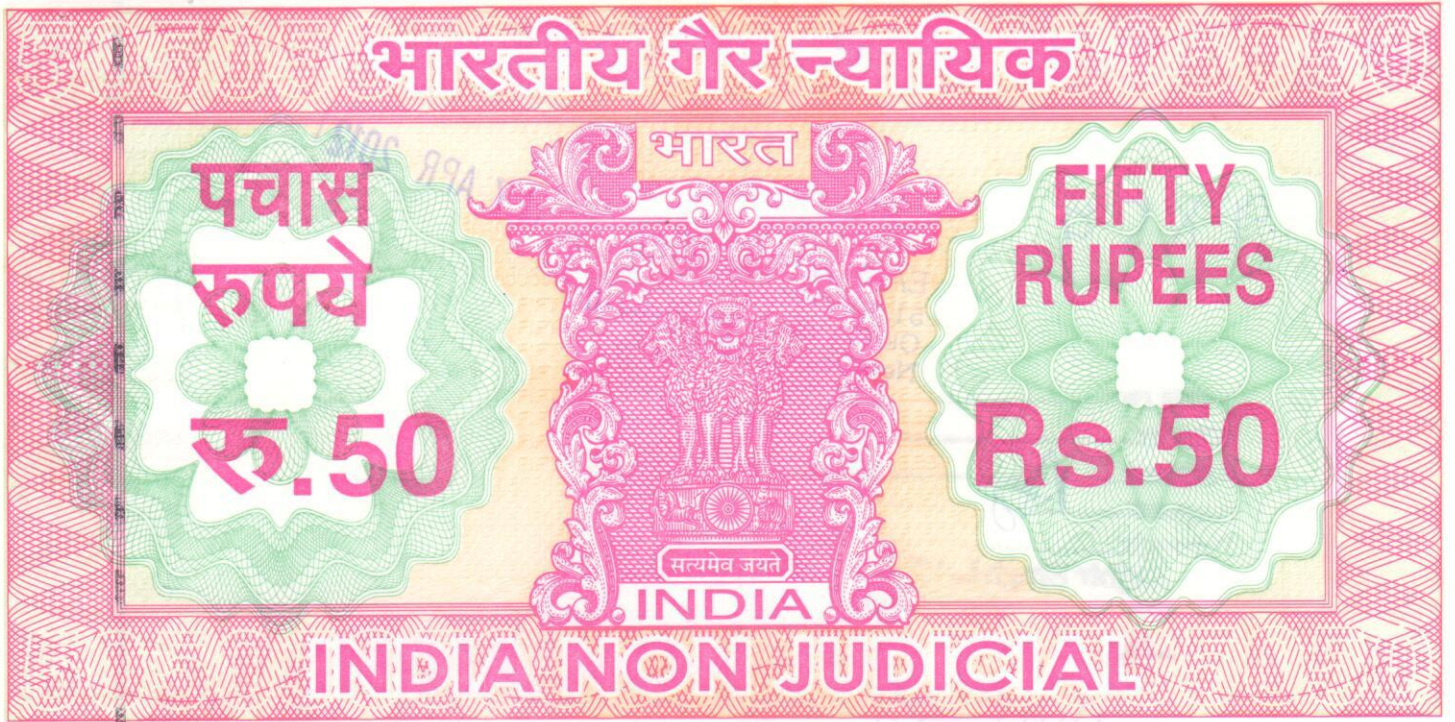
This non judicial stamp paper is a part and parcel of the Agreement dated March 12, 2013 executed between Maharashtra State Electricity Distribution Company Ltd. and EASY BILL LIMITED and forms an integral part of it.

For THE MAHARASHTRA STATE ELECT. DISTRIBUTION CO. LTD.

Manager (F&A)







दिल्ली DELHI

AA 870681

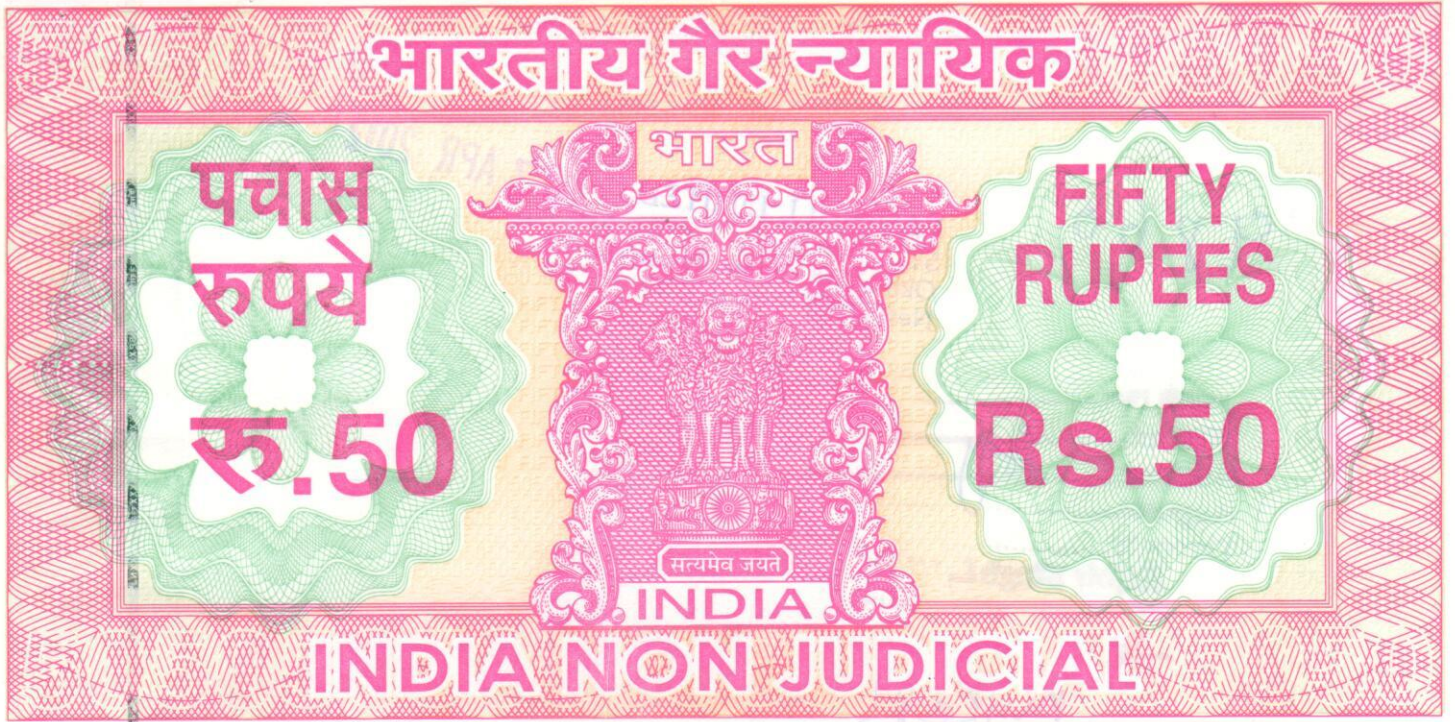
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For THE MAHARASHTRA STATE ELECT. DISTRIBUTION CO. LTD.

  
Manager (F&A)







दिल्ली DELHI

AA 870682

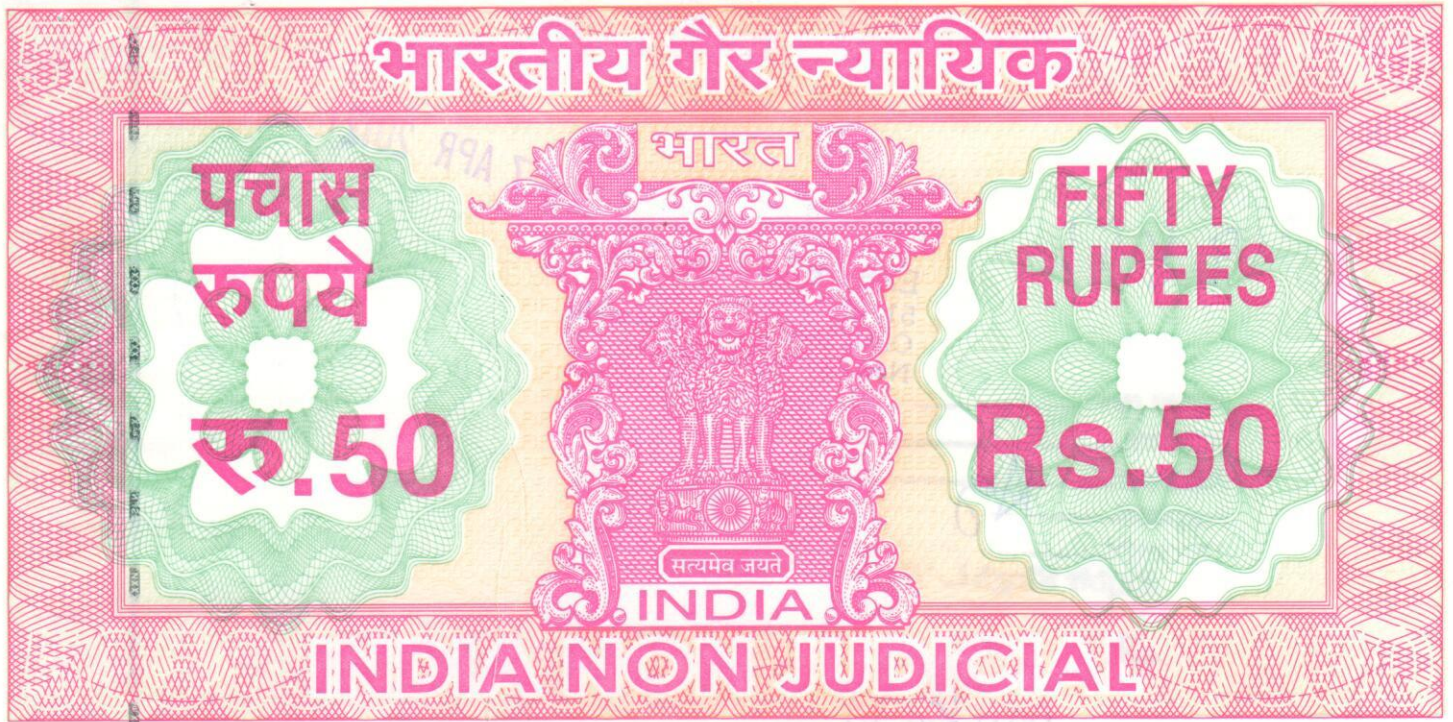
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For THE MAHARASHTRA STATE ELECT. DISTRIBUTION CO. LTD.

  
Manager (F&A)







दिल्ली DELHI

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For THE MAHARASHTRA STATE ELECT. DISTRIBUTION CO. LTD.

Manager (F&A)

