



Jammu Smart City Limited

Office of the Chief Executive Officer (CEO) JSCL

3rd Floor, Town Hall Building, Jammu Municipal Corporation, Jammu-180001

Email: ceo-jammusmartcity@jk.gov.in CIN - U70200JK2017SGC010105

No: CEO/Smart City/2022-23/10154-58

Dated: 14-11-2022

TML Smart City Mobility Solutions (J&K) Private Limited

C/o TATA Motors Limited

Bombay House, 24,

Homi Mody Street, Mumbai-400001

Kind Attention: Mr. Puneet Kumar

Designation: General Manager, Sales & Service

Address: Tata Sales & Services, Plot No. 1, Ghazipur, Patparganj, New Delhi

Contact No./Email: +91 98214 96100 / puneet.saxena@tatamotors.com

Subject: Handing over of site to M/s Tata Motors Limited for development of eBus Depot at Jammu, J&K.

- i. This is with reference to the Article 10: "Land for Depots" of the Volume -II, Service Provider Agreement of the eNIT No. JSCL 42/03 of 2021-22, dated 14-03-2022, Jammu Smart City Limited hereby handing over the land measuring 38 Kanals, 19 Marlas comprising the Site of erstwhile DRDO Covid-19 Hospital, Bhagwati Nagar, to the Service Provider i.e., M/s Tata Motors Limited for development of eBus depot for maintenance and charging station for charging with allied infrastructure and overnight parking of buses.
- ii. Layout and other details of the Depot site is attached herewith as **Annex-1 of the Schedule A**, of the above-mentioned volume of the tender and contract document.
- iii. Subject to the provisions of Clause 10.3, the Service Provider being required to make annual rental cost @ ₹1,000.00/- (₹ One Thousand Only) plus applicable taxes per annum per Bus, payable to the Authority on account of possession and use of such Depot Site for the duration of the Contract Period, except insofar as otherwise expressly provided in this Agreement. The annual rental cost per Bus shall be increase @ 05% (five percent) every 3 (three) years as per the tender provision.
- iv. It is further granted that the Service Provider accepts and undertakes to bear any and all risks arising out of the inadequacy or physical condition of the Depot Site. All other costs, compensation, expenses but not limited to charges for the acquisition of permits, licenses, infrastructure of any kinds, etc. shall be borne on and above the annual rental cost per Bus defined in Clause 10.4 of the above said volume of the tender and contract document.
- v. In respect of the Utilities, Associated Roads and Trees at Depot site, the Authority, and the Service Provider are under contractual obligation as per the provisions of Article 11 of the said volume of the tender and contract document.
- vi. Prior to commencement of Construction Works, the Service Provider is under contractual obligation as per the Article 12: "Construction of the Maintenance Depot" of the above cited volume of the tender and contract document.



Jammu Smart City Limited

Office of the Chief Executive Officer (CEO) JSCL

3rd Floor, Town Hall Building, Jammu Municipal Corporation, Jammu-180001

Email: ceo-jammusmartcity@jk.gov.in CIN – U70200JK2017SGC010105

- a) To submit the Authority, site layout drawing, detailed design, construction methodology, quality assurance procedures, and the procurement, engineering and construction time schedule for completion of the Maintenance Depot in accordance with the Maintenance Depot Completion Schedule as set forth in Schedule-E.
 - b) Appoint its representative duly authorized to deal with the Authority in respect of all matters under or arising out of or relating to this project.
 - c) Undertake, do and perform all such acts, deeds and things as may be necessary or required before commencement of construction under and in accordance with this Agreement, the Applicable Laws and Applicable Permits; and
 - d) Make its own arrangements for quarrying of materials needed for the Maintenance Depot under and in accordance with the Applicable Laws and Applicable Permits.
- vii. In respect of the obligations relating to the Drawings of the Maintenance Depot as set forth in Schedule-F, the following shall apply:
- a) The Service Provider shall prepare and submit, with reasonable promptness and in such sequence as is consistent with the Maintenance Depot Completion Schedule, 3 (three) copies each of all Drawings to the Authority for review.
 - b) By submitting the Drawings for review to the Authority, the Service Provider shall be deemed to have represented that it has determined and verified that the design and engineering, including the field construction criteria related thereto, are in conformity with the Scope of the Agreement, Specifications and Standards, Applicable Laws and Good Industry Practice.
 - c) Within 15 (fifteen) days of the receipt of the Drawings, the Authority shall review the same and convey its observations to the Service Provider with particular reference to their conformity or otherwise with the Scope of the Agreement and the Specifications and Standards. The Service Provider shall not be obliged to await the observations of the Authority on the Drawings submitted pursuant hereto beyond the said 15 (fifteen) days period and may begin or continue Construction Works at its own discretion and risk.
 - d) If the aforesaid observations of the Authority indicate that the Drawings are not in conformity with the Scope of the Agreement or the Specifications and Standards, such Drawings shall be revised by the Service Provider and resubmitted to the Authority for review. The Authority shall give its observations, if any, within 7 (seven) days of receipt of the revised Drawings.
 - e) No review and/or observation of the Authority and/or its failure to review and/or convey its observations on any Drawings shall relieve the Service Provider of its obligations and liabilities under this Agreement in any manner nor shall the Authority be liable for the same in any manner.
 - f) Within 30 (thirty) days of COD, the Service Provider shall furnish to the Authority a complete set of as-built Drawings, in 2 (two) hard copies and in its editable digital format or in such other medium and manner as may be



JAMMU SMART CITY
KHAND MITHE LOG DOGRE

Jammu Smart City Limited

Office of the Chief Executive Officer (CEO) JSCL

3rd Floor, Town Hall Building, Jammu Municipal Corporation, Jammu-180001

Email: ceo-jammusmartcity@jk.gov.in CIN - U70200JK2017SGC010105

acceptable to the Authority, reflecting the Maintenance Depots as actually designed, engineered and constructed, including an as-built survey illustrating the layout of the Maintenance Depots and setback lines, if any, of the buildings and structures.

As per the tender condition, in addition to the above, , adequate land parcel at 04 locations shall be provided by the Authority other than the above cited Depot location, to the Service Provider, to establish the Opportunity Charging points as per requirement assessed.

This letter will serve as our confirmation and your agreement of various aspects respecting the handover and occupancy of the site.

(Rahul Yadav) IAS

Chief Executive Officer
Jammu Smart City Ltd.

Copy to:

1. Principal Secretary to UT of J&K, Housing & Urban Development Department, Civil Sectt., Jammu/Srinagar for information please.
2. Divisional Commissioner, Jammu for information please.
3. Deputy Commissioner, Jammu for information please.
4. Additional Chief Executive Officer, JSCL for information and necessary action.