



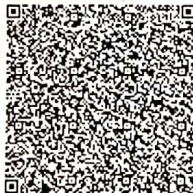
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL45808427896257T
Certificate Issued Date : 12-Feb-2021 02:55 PM
Account Reference : IMPACC (IV)/ dl895203/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL DL89520393349677770140T
Purchased by : SURYA MAINTENANCE AGENCY PRIVATE LIMITED
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : SURYA MAINTENANCE AGENCY PRIVATE LIMITED
Second Party : Not Applicable
Stamp Duty Paid By : SURYA MAINTENANCE AGENCY PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



-----Please write or type below this line-----

For Surya Maintenance Agency Pvt. Ltd.

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Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

AGREEMENT FOR PROPERTY MANAGEMENT SERVICES

THIS Agreement for Property Management Services (hereinafter referred to as the "Agreement") is entered into and executed at New Delhi on this 7th JUNE 2021.

BETWEEN

M/S SURYA MAINTENANCE AGENCY PVT. LTD., a company incorporated under the provisions of Companies Act, 1956 having its registered office at Ring Road Mall, G-25, Plot No. 21, Mangalam Place, Sector-3, Rohini, Delhi (hereinafter referred to as the "Company" which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) acting through its authorized signatories Mr. Vinod Goyal duly being the PARTY OF THE FIRST PART.

AND


M/s SUN OPERATION AND MAINTENANCE ENGINEERING PVT. LTD., a company registered under the Companies Act, 1956 having its registered office at 1202, Padma Tower 1, District Centre, Rajendra Place, New Delhi-110008 (hereinafter called the "Property Manager" which expression shall unless it is repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) acting through its authorized signatory Mr. Anuj Mehta being the PARTY OF THE SECOND PART.

The Company and the Property manager are hereinafter collectively referred to as the 'Parties'.

WHEREAS:

- (A) M/s Jaksons Developers Pvt. Ltd. (hereinafter referred to as "Developer") has constructed/ developed a Hotel cum Commercial Building consisting of two blocks i.e. Commercial Block and Hotel Block at Plot No. 3B1, Twin District Centre, Sector-10, Rohini, Delhi, (herein after referred to as the said Plot).
- (B) Whereas the Developer has awarded all the rights towards running and maintenance of the Commercial Block of the Hotel cum Commercial Building (in short "said development/ mall") to the Company and the Company is responsible for providing for operation and maintenance services in respect of the said building (except for areas within the premises leased or sold to the occupants); including the Common Areas and certain other services; and
- (C) The Company is hence interested to appoint a professional property management company to professionally manage the day-to-day operations of Commercial Block of the Hotel cum Commercial Building as per the scope of Services more particularly detailed in Annexure-A annexed hereto; and
- (D) The Property Manager has represented that they are the specialized agency engaged in providing facility management services to the various shopping malls, hotels etc. and are having a efficient work force in order to provide facility management services.

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- (E) The Property manager has shown its interest to manage professionally the said Commercial Block as per the requirement of the Company and provide for the specific services as detailed in Annexure-A on the specific terms and conditions recorded hereinafter; and
- (F) The Company hereby agrees to appoint the Property manager and the Property manager hereby agrees to provide the maintenance of Common Areas and facilities i.e. specific services more particularly detailed in Annexure-A in relation to the Mall on the terms and conditions recorded hereunder:

NOW THEREFORE, THIS AGREEMENT WITNESSETH AS UNDER:

**ARTICLE 1
DEFINITIONS AND INTERPRETATIONS**

1.1 In this Agreement, unless repugnant to the context, the following terms shall have the following meanings:

“Agreement” shall mean this Agreement for Services that is entered into between the Company & the Property manager.

“Common Areas” shall mean the areas in the Commercial Block/ Mall, which are used by the occupants for common use and shall include the service driveways, service areas, sidewalks, lobby, atriums, galleries, garbage areas, machine rooms, elevators, fire staircase, building staircase, washrooms, escalators and other areas used by the tenants, users, patrons, visitors of Building.

“Common Facilities” shall include but shall not be limited to sewers, gutters, drains, watercourses, pipes, and ducts, pumps, tanks and sanitary fittings, wires, cables, electrical installations, fittings, equipment, and apparatus, lifts, escalators, fire protection and fire fighting systems equipment and apparatus, HVAC equipment and apparatus, refuse disposal equipment, apparatus, fittings, services and facilities, used or installed in or for the benefit of the said as part of the amenities thereof: - .

“Effective Date” shall mean the 15th day of July, 2021.

“Fees” shall have the meaning assigned to it in Article 7.1.

“Initial Term” shall have the meaning assigned to it in Article 2.1.

“Development” shall have the meaning assigned to it in Recital A.

“Commercial Building” shall mean the area of the Commercial Block of the Hotel cum Commercial Building comprising of the shops and units occupied by the occupants and the common areas appurtenant thereto housing various brands, eating joints etc. shall have the meaning assigned to it in Recital B

“On Site Staff” shall have the meaning assigned to it in Article 5.1.


“Services” shall mean the list of specific services as detailed in Annexure-A to be provided by the Property manager in relation to the commercial Building and in Article 4.1.

“Service Equipment” shall mean and include all the equipments in the Mall used by and for the purpose of all the occupants/owners/patrons of the Mall.



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“Owner(s)” shall mean and include the present and future allottees, holders of allotment letter/ sale deed etc., the individuals/person (natural or artificial), body corporate, association of persons having the sale deed.

“Mall/ Building” shall mean the Commercial Block of the Hotel cum Commercial Building constructed at Plot No. 3B1, Twin District Centre, Sector-10, Rohini, Delhi – 110 085.

1.2 In this Agreement:

- (a) References to any statute or statutory provision or order or regulation made hereunder shall include that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date hereof.
- (b) References to persons shall include body corporates, unincorporated associations, partnerships and any organization or entity having legal capacity.
- (c) Headings to Articles are for information only and shall not form part of the operative provisions of this Agreement and shall not be taken into consideration in its interpretation or construction.
- (d) References to Recitals, Articles or Annexes are, unless the context otherwise requires, references to Recitals, Articles or Annexes of this Agreement.
- (e) Unless the context otherwise requires, reference to one gender includes a reference to the other, words importing the singular include the plural and vice versa.
- (f) References to the words “include” or “including” shall be construed as being suffixed by the term “without limitation”.
- (g) Any reference to time shall be taken to be a reference to Indian Standard Time.

ARTICLE 2 TERM OF THE AGREEMENT

- 2.1 It is agreed between the Parties that this Agreement shall commence from the Effective Date i.e. w.e.f. July 15, 2021 and subject to the provisions of Article 8, continue to be in force till the expiry of Three (03) year from the Effective Date (“Initial Term”).
- 2.2 Unless specifically informed/ intimated by either party or the Promoter declining the services of the Property Manager, this Agreement shall deemed to be terminated on the last day of the abovementioned initial term unless renewed for some further period.

ARTICLE 3 PROVISION AND SCOPE FOR SERVICES AND MANAGEMENT THEREOF

- 3.1 The Property manager shall during the Term of this Agreement provide the Services and manage the said Commercial Block on such specific terms and conditions and in such manner as set out hereinafter.



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- 3.2 The Property manager shall keep all relevant documents for the management of the Mall in its safe custody. The Company or its authorized person shall have the right to examine the documents kept in the safe custody of the Property manager at any time of the day.
- 3.3 The management functions to be performed by Property manager in all respect as per the requirements of the Company shall include but not limited to property management, liaison with occupants/users etc., and all other functions and duties of the Property manager as set out in Article 4 and Annexure-A in relation to the performance of its duties and obligations under this Agreement. All renewals of all statutory compliances pertaining to development and for all the Service Equipments installed within the commercial Building for e.g. lift clearance, fire clearance, electrical installations including the sub-station, pollution clearance etc. would be undertaken by Property manager and the cost thereof would be borne by Company.
- 3.4 A monthly audit with respect to all the heads for the proper performance of the duties of the Property manager may be done by the Company. The Property manager shall make available to the Company the Property and Facilities Management Services as may be required during the performance of its duties and obligations hereunder. All costs and expenses in relation thereto shall be deemed to be included in the fees provided for in Article 7.1.
- 3.5 The Property Manager shall send monthly bills on account of Maintenance Charges and electricity and water charges to the occupants of the building and shall collect such charges from the occupants of the building.

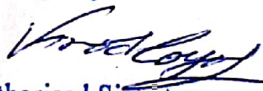
ARTICLE 4 SERVICES

- 4.1 The Property manager shall provide operation and maintenance of services in respect of the Mall/ building; including services in relation to operation and maintenance of the Common Areas and operation and maintenance of the certain common facilities and the Service Equipment etc., in the Mall/ building ("Services").
- 4.2 Without prejudice to the generality of the above, the Services shall include but not limited to and be made available to the occupants in the Mall during the Normal Operational Time and during such time and period of the day as mutually agreed to by the Parties in this regard.
- i. To maintain the Common Areas: To maintain and keep in good condition the Common Areas, Service Equipments, common Services and facilities;
 - ii. To clean, maintain and operate lighting in the Common area: To arrange for the cleaning and lighting of the Common Areas;
 - iii. To operate and distribute utilities : To make suitable arrangements for the smooth supply of electricity and other utilities and services to or for the Mall and ensure that all utilities/services are properly maintained in working condition by qualified engineering and relevant personnel.

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- iv. To promulgate: Any and all rules and regulations made by Property manager in consultation and consent of the Company shall be communicated by the Property manager to the occupants including modifications of any such rules, if any, from time to time.
- v. To collect and remove refuse, solid and liquid waste: To prepare house rules to prevent any refuse from being deposited on or in the Mall/development or any part thereof (*other than at the refuse collection points provided for such purpose*) and to collect, remove and treat any refuse, solid and liquid waste and arrange for its disposal at regular intervals in consultation and with the consent of the Company and any cost incurred to meet these activity will be borne by the company.
- vi. To maintain and improve amenities: To maintain and improve amenities as approved by the Company, which the Property manager shall recommend as necessary or desirable for the purposes of maintaining and improving the amenities of the Mall for the better enjoyment or use thereof by the occupants. Any cost of additional installation for the purpose of improving the amenities shall be born by the Company. In the event, the same is carried out by any third party, such costs shall also be borne by the Company.
- vii. To deal with and enquiries: To deal fairly, impartially and courteously with all complaints and enquiries, complaints made by occupants, Company and its customers.
- viii. Cleaning and maintenance of the façade of the Mall/building upto reasonable height. Further the Property Manager shall have the right to charge from the occupant any replacement fothe electrical fittings, tube lights and wirings in the signage over and above the regular CAM charges, after obtaining prior written approval from the occupant in this regard. Any damage to the signage installations of the occupant by the Property Manager will be made good by the Property Manager at their cost either by way of repair or replacement of the damaged asset without seeking compensation for the same from the Company.
- ix. Periodic reports: The Property manager shall submit to the Company periodic performance reports on a monthly basis.
- x. Insurance: (a) The Property manager shall be exclusively responsible for the management of the mall/building and in case they feel any difficulty in the management of the mall in that case the Property Manager may coordinate with the Company and suggest the course of action that may be required time to time in respect of all maintenance matters relating to the Mall and implement all recommendations made by the Company in relation thereto; and (b) the Property Manager shall take the insurance policy in Company/Developers name, the list of insurance policies for various equipments already taken by the Company along with costs under various heads and list of the left out equipments/ assets along with their costs shall be provided by the Company to the Property manager. The property manager shall co-ordinate with the insurance agencies for taking the insurance & suggests the best option to the company. The responsibility of keeping the insurance of equipment and building valid and continuously subsisting lies with the property manager. The Property manager shall ensure that, whenever the insurance policy needs to be renewed / revoked, it shall pass all necessary recommendations to the Company.
- xi. Annual Maintenance Contract (AMC): The Property Manager shall get the AMC of the electrical, mechanical and electro-mechanical equipments in the name of the Developer as and when it became due. However the cost of the same shall be borne by the Company.



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- xii. General administration: The Property manager shall prepare monthly management reports on the on-going management of the Property and shall keep Company informed of the operations as required as per the Annexure –A.
- xiii. Exclusiveness: This Agreement is exclusive in nature. The Property Manager cannot make any kind of arrangements or provide services of whatever nature to any of the owners or occupants of the said mall except to the extent as mentioned herein.
- xiv. Legal Compliance: The Property manager shall prepare a set of guidelines concerning the compliance, operation and maintenance of the Mall and get the same approved from the Company. Upon approval of the same by the Company, it shall be the responsibility of Property manager to effectively implement the same.
- xv. The property manager shall provide services for timely submission of CAM bills to the shop owners/ tenants for and on behalf and in the name of the company.
- xvi. To raise invoices on the occupants/ owners and users of the Premises on behalf of company and to collect from them their proportionate shares of all payments such as, Electricity and Water Charges, Maintenance Charges, Security Deposits, Rentals or any other charges on behalf of and in the name of company. The property manager will ensure all necessary measures for recovery of the charges, and will continuously provide a defaulters list to the Company on monthly basis. Any amount pending unrecovered up to a reasonable time period will be jointly discussed between company and property manager, and if established as unrecovered because of service deficiency, may be considered as lack of performance, and 10% of the Management Fee will be deducted from the Property manager's Management Fee. It is further agreed between the parties that the Property Manager shall made its best effort in order to recovery of the due Maintenance Charges, In case of any discrepancy in the bill it should be brought in the notice of Property Manager in writing with in 10 days from the date of bill submission otherwise it will be deemed that bill was fine.
- xvii. The property manager shall on behalf of company, collect maintenance fee from the owner / occupants at the rates as may be fixed from time to time by company or increased amount on the basis of either the increase in rates or extra number of hours of utilization of the services.
- xviii. The property manager shall recover on behalf of company the charges for electricity consumed within the shops / stores from the occupants of the shops / stores on the basis of individual meter installed for the same.


ARTICLE 5

PROPERTY MANAGER AND MANPOWER DEPLOYMENT

- 5.1 The Property Manager hereby acknowledge, agrees and undertakes that the Property Manager has received the copy of the Maintenance Agreement(s) as executed between the Company, previous Property Manager and Owner/ Occupant towards provision of maintenance and other services in relation to various units in the said building. The Property Manager further agrees and undertakes that it shall abide by the terms and conditions as per the abovementioned Maintenance Agreement(s) without any objection or claim in this regard and shall be responsible for the compliance of terms and conditions of the said Maintenance Agreement and the said Maintenance Agreement shall remain effective as it was executed by the Property Manager.
- 5.2 The Property manager shall appoint an experienced Facility Manager to carry out the day to day functioning of the Mall. Technical personnel / assistant facility manager/ facility engineer experienced in their kind of activity shall assist him on a day-to-day basis. There shall be other



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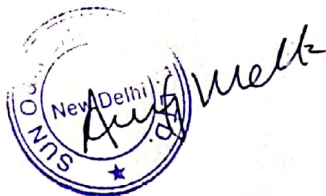

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staff which shall be deputed in the Mall from time to time conversant with management techniques to attend the site and to supervise and undertake the duties set forth in this Agreement. The onsite staff shall be recruited with the prior approval of the company.

- 5.3 The Company shall provide for the management of the Mall, an equipped Management Station/ in the Mall to be used by the Site Staff of the Property manager in the performance of its duties hereunder as mentioned in Annexure A.
- 5.4 In the event the Property manager out sources or appoints sub-contractors for manpower deployment within its scope, the Property manager shall obtain prior permission from the Company. Further, all the statutory / non-statutory compliances in relation to the said outsourcing agency or sub-contractors shall be the sole responsibility of the Property manager.
- 5.5 The Property manager alone shall be responsible for its acts and the acts of its employees and sub-contractors and the Company shall not be responsible for their acts nor shall it be responsible for any payments of salary, remuneration or any other claims, dues including statutory dues under the Labour Laws including PF, ESI and others. Any dispute arising due to Property manager's staff shall be responsibility of the Property manager and the Property manager shall hold the Company harmless and keep it indemnified in this regard. The Property manager further undertakes to hold the Company harmless and keep it indemnified in the event of any liability, claims, demands, mishaps, accidents etc., arising as a result of non-compliance or non-adherence of any such law, rules and regulations and for all the acts of omissions and commissions on the part of its contractors and/or the sub-contractors.
- 5.6 The property manager alongwith its sub-contractor shall adhere to the applicable laws including but not limited to the following: -
- Payment of Wages Act 1936 & payment of minimum wages act 1948
 - Employees P F and miscellaneous provisions act 1952
 - Employees State Insurance Corporation Act 1948
 - Contract Labour (Regulation & Abolition) Act, 1970
 - Workmen Compensation Act 1923
 - Other Acts, Rules and Regulations as may be applicable time to time.
- 5.7 The property manager shall ensure that all its installations in the said building and the operation and provision of services shall not pose any electrical, structural, pollution or health hazard and in the event of such occurrence the property manager alone will be responsible for all legal and financial consequences arising there from.
- 5.8 The Property Manager shall ensure that it shall depute the required man power in compliance with the applicable laws, rules and regulations as amended time to time and in case there is any default, the Property Manager shall be solely liable for such default.

ARTICLE 6 PROPERTY MANAGER AND SUB-CONTRACTING

- 6.1 If required, the Property Manager may hire reputed contractors and/or sub-contractors to undertake work on or in and for the benefit of the Mall only with prior written permission from the Company. The Property Manager shall supervise the performance of all such sub-contractors to ensure that the work is carried out and completed in accordance with the specifications and in all respects to the requirements of the Company. Notwithstanding anything contained hereinabove, the Property Manager shall at all times be responsible for all the acts of omissions



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and commissions on the part of its contractors and/or the sub-contractors and shall hold the Company harmless and keep it indemnified in this regard.

Provided further that the rights of any conductors / contractors / Licensees shall always be subject to the rights of the Property Manager in this agreement and shall never be in excess of or in addition to any rights granted to the Property Manager under this agreement and the rights of such Contractors / Licensees shall terminate simultaneously with the termination of this agreement, it being the intent between the parties that the Company shall always deal with the Property Manager only in relation to any of the terms of this agreement and the Property Manager shall continue to be wholly and solely responsible to the Company and third parties to duly perform its obligations under this Agreement.

- 6.2 All such arrangements entered into by Property Manager with the third parties/contractors shall be co-terminus with this agreement. In the event of this agreement coming to end either due to efflux of time or early termination all such third parties/contractors shall vacate the mall and shall have no right to continue working in the mall.
- 6.3 Any work done by the contractor, sub-contractor if not done to the satisfaction of the company shall be corrected / undertaken by such Property Manager to the satisfaction of the company without any extra cost either by itself or through Contractor/ Sub-contractor.
- 6.4 Any claim on account of any incident/accident/mishappening at the site to any employee of contractor/sub-contractor or casual labour employed by any such third party shall be sole responsibility of the Property manager

ARTICLE 7

FEES OF THE PROPERTY MANAGER AND OTHER DETAILS


- 7.1 The fees/ charges for deployment of various personnel by the Property manager required to be deployed in the Mall shall be on the basis as agreed between the Company and the Property Manager time to time ("Fees"). The amount payable shall be on the basis of actual deployment. Any increase/decrease in the number of persons to be deployed in the Mall shall be with the prior approval of Company. The amount raised/ billed by the Property manager by way of respective invoices shall be paid within 30(Thirty) days of the receipt of invoice by the Company from the Property manager and counter signed by the Mall Manager of the Company. GST as applicable from time to time shall also be payable by the Company to the Property manager. In lieu of services rendered by the Property Manager towards the Management of the Property i.e. said Commercial Block, as provided under this Agreement, a Management fee and other charges as per the Annexure-B shall be paid by the company to the property manager. Other expenses shall be reimbursed on actual basis and after due approval by the authorised personnel of the company.

However the payment to the Property Manager shall be made only when the Property Manager collects the amount towards Maintenance Charges from the Owner/ Occupants of the Mall equivalent to 80% amount as referred above, then the payments made to the Property manager for any month shall be made in proportion to the amounts collected towards Maintenance Charges for the respective month and in case the Property Manager is not able to collect atleast 50% of the bills raised then in that case no payment shall be made to the Property Manager for the said month.



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Further the Property Manager shall submit a copy of the attendance register and salary register of all the persons deputed at the said Commercial Block alongwith proof of payment of the previous months salary to the persons deputed by the Agency, in the absence of which no payment shall be made to the Property Manager. The Payment to the Property Manager shall only be released on the basis of approved bills and on submission of the above documents by way of an account payee cheque in favour of the Property Manager. All the payments shall per made after deduction of TDS as per applicable rates.

The contents of the bill (s) shall be verified by the company within 10 days from the date of submission of bill. After verification, if any discrepancy is found, it shall be communicated to the Property Manager for correction. If no discrepancy is found the payment of the bill shall be deemed to be correct and accepted by the company, The payment shall be made within further 15 days subject to the Property Manager submitting the CAM, electricity, water charges recovery statement along with the outstanding liabilities of the occupants.

Any change in the scope of Services in relation to the Mall as also any change in deployment and numbers of manpower resources, as and when required shall be done with the prior approval of the Company, and shall be dealt with in accordance with the per unit agreed rate. .

Bill will be raised in the name of " M/s Surya Maintenance Agency Pvt. Ltd."

- 7.2 Subject to the timely payment of the Fees and the mutually agreed expenditure overheads as stated above, the Company shall not be responsible for any other dues, expenditure or liability incurred by the Property manager in the performance of its duties except as mentioned in Article 3.
- 7.3 (a) Revision of Minimum Wages: Deployment costs are based on wages of different categories of personnel like technical, security and house keeping, manpower, as per the minimum wages promulgated by the government of the NCT of Delhi. There shall be proportionate revision in the wages of the deployed manpower as and when the government for the State of Delhi revises the minimum wages. Total deployment cost or the management fees shall thus be increased subject to approval of the Company. The Property manager shall provide to the Company the details of the minimum wages applicable to the various categories of personnel being deployed on the Effective Date.
- (b) Spares and Consumables: Unless otherwise agreed to by the Company, all spares, consumables and toiletries including housekeeping consumables and chemicals required by the Property manager for day-to-day maintenance and upkeep of equipment, facilities and the Mall in general shall be procured by the property manager. The purchase, procurement & settlement of the invoices of the vendors shall be the responsibility of the Property Manager.
- 7.4 In the event the deployment cost requires any modification, the same shall not be given effect to until the prior written approval of the Company has not been obtained.
- 7.5 The Company is entitled to withhold Management Fees and to effect deductions from the same as per its rights contained in the agreement due to on-going disputes/ discussions or due deductions/ recoveries as specified above, and the property manager shall not be entitled to disrupt, suspend or discontinue the provision of services (as are required to be provided to the Company under this Agreement) on account of such actions by the Company and neither shall be entitled to claim any interest on such dues.



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ARTICLE 8 TERMINATION

8.1 Without prejudice to any right of Company and occupiers, the Company may by an immediate notice in writing to the Property manager, terminate this Agreement in part or in full in the event the Property manager:

- (i) Is in breach of any of the terms and conditions of this Agreement, which, in the case of a breach capable of remedy, has not been remedied by the Property manager within 4 (four) days from receipt of a notice given by the occupier and/or the Company specifying the breach and calling for its cure/rectification/remedy.
- (ii) Is incompetent, guilty of misconduct and/or negligence in the providing the Services as enunciated in Annexure-A.
- (iii) Has, after due warning by the Company, failed or refused to provide the Services optimally and prudently as required of it.
- (iv) Any other reason due to which the Company is of the opinion not to continue with the Property Manager.

8.2 Consequences of Termination: Upon expiry or earlier termination of this Agreement, as the case may be, the Property manager shall deliver all books, papers, documents, in its possession concerning the Company to the Company or its representatives or such person, firm or company as the Company may have duly appointed in place of the Property manager and shall transfer to the Company or its representative or other person, firm or company as aforesaid as the Company may direct, all monies collected by the Property manager in the exercise of its power and duties under the Agreement.

8.3 The Property Manager can terminate this agreement only after giving 2 months advance notice to the Company. The Company may however terminate the services of the Property Manager without any notice.

ARTICLE 9 GENERAL

9.1 Complaint Redressal And Emergency Contacts: If any complaint is registered with the Property manager by any occupant or person in relation to the Services, the Property manager shall attend to it and redress the same within 2 (two) hours. In case of any major breakdown, the Property Manager inform the Company regarding such breakdown and will restore within a maximum period of Twenty Four (24) hours. The Property manager shall also display the contact number of important persons who may be contacted in case of any emergency.

9.2 Dress Code: The Property Manager is having their own dress code with the logo of the property manager as per the job specification and the cost for the same will be borne by the Property Manager. In case, the company defer with the dress code of the Property Manager then with the mutual consent the dress code will be finalized. The Property Manager undertakes to supply new dress to its employees/the sub-contracted employees at the end of each year at its own cost.

9.3 Costs: Save as expressly otherwise provided in this Agreement, each of the Parties hereto shall bear its own legal, accountancy and other costs, charges and expenses connected with the



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negotiation, preparation and implementation of this Agreement and any other agreement incidental to or referred to in this Agreement

- 9.4 Limitation of Liability: Both parties acknowledge and agree that, except as specifically provided to the contrary under this Agreement, neither Party shall be liable to the other for any specific, consequential or indirect loss arising out of this Agreement.
- 9.5 Save as otherwise specifically provided in this Agreement, any notice, demand or other communication to be served under this Agreement may be served upon any Party hereto only by registered speed post acknowledgement due or delivering the same by courier to the Party to be served at its address below or at such other address as it may from time to time notify in writing to the other Party hereto.
- 9.6 Company hereby declares and the property manager hereby accepts and agrees that the manpower and operations, facilities and amenities given to the occupants in the Mall are under the direct supervision and control of the property manager and the company does not have any direct or indirect control over the functioning of equipments and actions of the manpower deployed by the property manager either itself or through some other agency. Any mishap/accident shall not be the responsibility of the company. It is specifically agreed between the Parties that the maintenance of the Common Areas including Machineries/ Equipments installed therein including Safety/ Security of the men/ material/ machines etc. shall be the sole responsibility of the Property Manager and further that the Company shall not be held responsible for the maintenance of the same in any manner whatsoever. It is further agreed that in case any of the occupant/ owner/ tenant/ visitor or any other person make any complaint and/or if there is any safety/security related issue in the said building or if there is any complaint before any court of law or before any statutory authority, then the Property Manager shall be solely responsible for the same and for that purpose the Second Party hereby undertakes to indemnify the First Party and its directors, employees etc. at all times. The Property Manager shall be responsible for maintaining, operating the equipments, apparatus and the company shall have no responsibility at all regarding the same.
- 9.7 The Company represents and the Property Manager hereby confirms that it has handed over all the equipment(s), machinery, including but not limited to AHU's, STP, tools, chillers, HVAC and related apparatus, lifts (passenger and service lifts), escalators, fire fighting and detection equipment, electric feeders, HT panel, electrical fittings and other such mechanical/electrical equipments and tools and tackles and other installed equipments in good and working condition alongwith their operating manuals, warranties, operating licenses and commissioning reports to the Maintenance agency and the Maintenance agency hereby acknowledges for the receipt of the same.
- 9.8 A notice or demand served by registered speed post acknowledgement due or courier shall be deemed duly served 48 (forty eight) hours after posting and a notice or demand sent by facsimile transmission shall be deemed to have been served at the time of transmission and in proving service of the same it will be sufficient to prove, in the case of a letter, that such letter was sent properly by registered post, addressed and placed in the post, in the case of courier, that the letter was addressed and delivered to the courier company, and in the case of a facsimile transmission, that such facsimile was duly transmitted to a current facsimile number of the addressee at the address referred to above.
- 9.9 Relationship: (a) No provision of this Agreement shall be deemed to constitute a partnership or joint venture between the Parties; (b) No provision of this Agreement shall constitute either Party



11 For Surya Maintenance Agency Pvt. Ltd.


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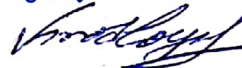
as the legal representative or agent of the other, nor shall either Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, or in the name of, or on behalf of the other Party; and (c) No person employed by either Party for the performance of its obligations under this Agreement shall be deemed to be an employee of the other Party. Each Party shall be responsible for the payment of all salaries, employment benefits, etc. with respect to all persons who are engaged by it for the performance of any obligations under this Agreement and such person shall not be entitled to any salary benefit or any other claim whatsoever from or against the other Party. Each Party shall indemnify the other against any such claims made by any such person to or against the other Party.

- 9.10 Severability: Any provision of this Agreement which is prohibited, unenforceable or is declared or found to be illegal, unenforceable or void in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. If any such invalidity substantially affects or alters the commercial basis of this Agreement, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same economic or commercial effect as the original provisions and terms of this Agreement.
- 9.11 Waiver: The failure of either Party to enforce, in any one or more instances at any time or for any period of time, the performance of any of the terms, covenants or conditions of this Agreement, shall not be construed to be a waiver or a relinquishment of any right or claim granted or arising hereunder or of the future performance of any such term, covenant, or condition, and such failure shall in no way affect the validity of this Agreement or the rights and obligations of the Parties hereto. The Parties acknowledge that a waiver of any term or provision hereof may only be given by a written instrument executed by each Party hereto.
- 9.12 Entire Agreement: This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous agreements between the Parties, if any, concerning the matters covered herein whether written oral or implied. The terms and condition of this Agreement shall not be changed or modified except by written amendments duly agreed between the Parties.
- 9.13 Authority: Each Party to this Agreement represents that it possesses full power and authority to enter into this Agreement and to perform its obligations hereunder and that the legal representative of each Party is fully authorized to sign this Agreement.
- 9.14 Applicable Law: The validity, construction and performance of this Agreement shall be construed and the legal relations between the Parties hereto shall be determined and governed according to the laws of India.
- 9.15 Jurisdiction: Subject to provisions of Article 10, the Civil Courts at Delhi and the High Court of Delhi at New Delhi alone shall have jurisdiction in all matters arising out of and/or concerning this Agreement.

ARTICLE 10

FORCE MAJEURE

For Surya Maintenance Agency Pvt. Ltd.


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Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, pestilence, civil disorders, governmental orders, or any other similar cause beyond the reasonable control of such party; provided, however, that the non-performing party is without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and could not reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means including, with respect to Service Provider by Service Provider meeting its obligations for performing any disaster recovery services to be provided under this Agreement (each such event, a "Force Majeure Event")

ARTICLE 11

ARBITRATION


- 11.1 All disputes, difference or disagreement arising out of, in connection with or in relation to this Agreement shall be referred to a sole arbitrator to be appointed by the Company. Any arbitration pursuant hereunder shall be a domestic arbitration under the applicable law.
- 11.2 The venue of arbitration shall be New Delhi between the Parties and the language of arbitration shall be English.
- 11.3 On mutual consent, either party shall appoint the arbitrator in case of any dispute arising between the parties. The award shall be rendered in English Language.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEAL TO THESE PRESENTS ON THE DAY, MONTH & YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESSES:
SIGNED, SEALED AND DELIVERED

for and on behalf of

Surya Maintenance Agency Pvt. Ltd.

(Authorised Signatories)


Authorised Signatory

SIGNED, SEALED AND DELIVERED

for and on behalf of

M/s Sun Operation & Maintenance Engineering Pvt. Ltd.

(Authorized Signatory)

WITNESSES:

- 1)
- 2)

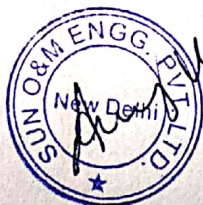
ANNEXURE-A

SCOPE OF OPERATION AND MAINTENANCE FOR COMMON AREAS AND UTILITIES OF THE MALL I.E. COMMERCIAL BLOCK OF HOTEL CUM COMMERCIAL BUILDING AT PLOT NO. 3B1, TWIN DISTRICT CENTRE, SECTOR-10, ROHINI, DELHI

- The following services would broadly be covered but not limited to, under the scope of services of the Property Management to be delivered to Commercial Block of the Hotel cum Commercial Building at Plot No. 3B1, Twin District Centre, Sector-10, Rohini, Delhi. The cost of all consumables & spares for Operation & Maintenance of various utilities & services within the said Property will be borne by the Property Manager. Standard Operating procedures are to be prepared by the property management team on various services specific to the complex and the same to be followed at all time while delivering these services. A preventive/predictive maintenance/check schedule will be prepared by the facility team specific to all the common equipment/utilities installed in the complex and these checks/maintenance procedures will be adhered to and the record of the same will be maintained with the facility Manager and kept ready at all the times for review/inspection by Company. Facility manager will readily have the complete contact details of all statutory/regulatory authorities and civil administration of Rohini area so as seek immediate help/quick communication with these authorities in case of any related problems.

1. ELECTRICAL WORKS

- Operate and maintain the entire Electrical System beginning from HT installation / Electric Sub Station belonging to the Company and Diesel Generators Sets (Local Power Generation) covering all equipment and installations upto Occupants energy meters and/including common area utilities/lighting systems as per the operation and maintenance manuals and specifications of the manufacturers and/or the original installation contractors.
- Ensure that all electric shafts and lift rooms, Escalators, electrical equipment in common areas, electrical shaft doors, all meter boxes including of occupants etc. are locked at all times and access is limited to authorized personnel only.
- Ensure all cable and wire connections are secured properly and are clean and firm.
- Ensure contacts in all breakers are clean and mechanical operation is smooth and firm.
- Check all meters periodically to ensure for proper functioning and showing correct readings.
- Ensure all light fittings inclusive of luminaries, lamps, ballasts, starters, transformers, connections etc., are in proper working condition at all times and replacements are carried out promptly.
- Maintain the earthing system to ensure earth continuity at all points in the electrical system up to the main distribution board in each apartment and also maintain all earthing pits with necessary watering etc.
- Take necessary steps to arrange inspections by statutory inspectors at specified intervals and ensure all licenses/permits are valid at all times. Cost will be borne by the Company.



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For Surya Maintenance Agency Pvt. Ltd.


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- Repair of motors for all pumps, cooling tower fans, exhaust fan, VCBs/ACB's/MCCBs and all other switch gears in common areas, automatic tap changers (HT), and alternators of DG's to be borne by the Company, the Facility manager will co-ordinate all activities . Cost will be borne by the Company.
- Co-ordination for testing, repairs as well as calibration of all the relays or any other testing for panels/equipment to be borne by the Company, Facility manager will co-ordinate all activities.
- Repairs of Pump sets and associated pipeline's damages or replacement due to aging or any other cause will be on account of the Company. Facility manager will co-ordinate all activities.
- A proper log/record of operation /maintenance will be maintained for all equipments on a routine basis and kept up-to-date at all times.
- A preventive/predictive maintenance/check schedule will be prepared by the facility team specific to all the common equipment/utilities installed in the complex and these checks/maintenance will be adhered to and the record of the same will be maintained with the facility Manager and kept ready at all the times for review/inspection.
- Arrange for AMCs (after completion of warranty period) of DGs and any other major installation as may be required , sourcing the authorized maintenance agency for AMC and co-ordinating all activities . The cost of AMC will be borne by the Company in terms of the advice of the Property Manager.

2. HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEM:

- To operate and maintain the entire HVAC system as per the operations and maintenance manuals and specifications of the manufacturers and/or the original installation contractors.
- To ensure all equipments installed i.e. Chillers, AHU's, FCU's, FATU's, including complete pipings and ductings are in perfect working condition at all times and to carry out periodic checks to ensure the appropriate operating parameters as designed and handed over. A log of all such tests shall be maintained.
- Minor repairs, periodic cleaning of filters, coils, makeup water tank etc. and maintenance as per recommendations of O.E.M's and/or as mentioned in SOPs.
- Regular checks for various valves installed in the piping system including cracks, proper water level in makeup tank, piping connections etc. and take appropriate action as per the scope of work.
- A proper log/record of operation /maintenance is maintained for all equipments on a routine basis and kept up-to-date at all times.
- Arrange for AMCs (after completion of warranty period) of all AC Plants and any other major installation as may be required , sourcing the authorized maintenance agency for AMC and co-ordinating all activities . The cost of AMC will be borne by the Company.

3. FIRE DETECTION , SUPPRESSION & ALARM SYSTEM



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For Surya Maintenance Agency Pvt. Ltd.

Vinod Kumar
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- To operate and maintain the entire Fire Detection and Alarm, Fire Fighting and Suppression system.
- Ensure that fire reserve tanks (underground/overhead) are always full and no misuse for other purposes is made.
- To ensure all smoke & heat detectors and sprinklers i.e. all detectors/sensors and the system as a whole are in perfect working condition at all times and to carry out periodic checks to ensure the appropriate Hooter/Alarm is sounded as designed and handed over. A log of all such tests shall be maintained.
- To periodically operate the Ventilation and Smoke Exhaust System through the Fire Detection Panel to ensure their proper functioning at all times.
- To ensure proper maintenance of all indicators, panels and alarms.
- To ensure proper maintenance of panic exit devices.
- To ensure deluge control system is maintained at all times.
- To test ,operate and maintain all types of fire extinguishers periodically and to maintain a log of expiry dates and arrange re-filling/replacement as may be required.
- To maintain properly and keep ready for use at all times all fire pumps, jockey pumps standby diesel pumps and their controls and panels and ensure all fire lines are charged at all times to the specified pressure .
- Ensure no obstruction is created (by means of parking or otherwise) in front of fire hydrants and fire hose reel cabinets.
- Ensure all access roads for fire tender movement, as designated, is kept free at all times.
- To carry out periodic fire drills on a interval of 2 weeks, the time of drill is to be planned in such a way that it does not affect the Mall operation in any case, unless specifically approved
- To arrange inspections by the State Fire Authorities and obtain valid certificates.
- A proper log/record of operation /maintenance is maintained for all equipments on a routine basis and kept up-to-date at all times.

4. WATER SUPPLY

- To ensure operation of all tube wells according to planned schedule for 24-hour water supply. All tube well water meters to be logged regularly.
- To ensure all water supply pumps, pressure vessels, hydro pneumatic systems and control panels are maintained as specified in manuals furnished by manufacturers/original installation contractors.
- To ensure all water valves operate smoothly and there are no leaks anywhere in the system.



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- To clean, on a regular basis, all underground and overhead tanks and to ensure there are no deposits/sediments or algae growth.
- To ensure proper maintenance of chlorination equipment and correct chlorine dosage.
- To ensure filtration equipment is maintained in a proper fashion at all times and to carry out backwashing as specified in SOPs.
- To ensure all level indicators and level controllers' function as required at all times.
- A proper log/record of operation /maintenance is maintained for of all equipments on a routine basis and kept up-to-date at all times.

5. STORM DRAINAGE & SEWAGE DISPOSAL

- All chambers, manholes, catch basins etc. and lines should be clear at all times through regular cleaning and de-silting and choking, if any, shall be attended to promptly.
- All gratings and covers should be in place at all times and losses, if any, shall be replaced promptly.
- All pumps, panels and controls for evacuation of storm water and sewage shall be maintained in proper working order at all times.

6. HOUSEKEEPING

Thorough cleanliness of entire common areas of the premises covering but not limiting to all floors , basements, Toilets and staircases, roof top requiring the following activities:

a) Cleaning of floor

- Vacuum Cleaning ,Dry and wet mopping of granite/marble floor.
- Polishing/Scrubbing of granite/marble finish area/floors.
- Regular dust control, removal of cobwebs/stains etc from entire common interior/exterior surface.
- Dry and wet moping of the approach areas of the facility.
- Removal of stains from floors.

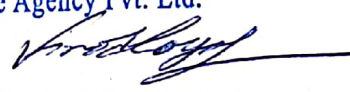
b) Cleaning of office equipment(s) in the common areas/Office

- Dry dusting
- Wet cleaning with appropriate solvent
- Dry cloth mopping

c) Other works

- Spraying of fresheners
- Cleaning of light fixtures
- Removal of cob webs
- Polishing of brass / copper fixtures

For Surya Maintenance Agency Pvt. Ltd.


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d) Lists of equipment/material to be provided :

Wet /Dry Vacuum Cleaner
High Pressure Cleaner
Manual Sweeper
Heavy Duty Scrubbing / Buffing Machine
Ladder (24ft & 12ft)
Wet Mop System
Dust Control System
Caddy Baskets

Following consumables/Chemicals to be for maintaining cleanliness in the entire common areas premises, all the chemical being used will be quality approved , safe/easy to use , environment friendly , CFC free.

1. Floor Duster
2. White dusters
3. Yellow dusters
4. Room Fresheners
5. Air Fresheners/Odonil/Lisa
6. Urinal Cubes
7. Naphthalene balls
8. Colin/R2 from Taski
9. Sponges
10. Multipurpose cleaner
11. Disinfectant liquid (white colored)/Harpic
12. Floor cleaning liquid /R 7 from Taski/Phenyle (make Bengal chemicals)
13. Brooms (Hard & Soft with long & short handle)
14. Brasso
15. Liquid toilet cleaner /R6 from Taski/Harpic
16. Plastic Scrubber
17. Red Pad
18. White pad
19. Cleanzo
20. Vim/Surf/Te-Pol
21. Floor Polish
22. Acid
23. Feather duster
24. Nylon scrubber
25. Drain openers (large & small)

7. **Lifts/Elevators, Escalators and Travelators**

- Operation and cleanliness of all the escalators and elevators , arrange for AMCs (after completion of warranty period) of all lifts, escalators and travellators, sourcing the authorized maintenance agency for AMC and co-ordinating all activities . The cost of AMC will be borne by the Company. Facility management team will be responsible for day to day safe and smooth operation of all lifts/Escalators and arrange/ensure safe evacuation of passengers in case of lifts shut down while passengers are trapped IN.

8. **BUILDING EXTERIOR SURFACE/FACIA**

For Surya Maintenance Agency Pvt. Ltd.

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- External surface of glazing of entire building using the existing portable/installed mechanized cleaning system shall be cleaned wherever it is possible practically and safely without use of special equipment, on a regular basis and a log of this shall be maintained and kept up-to-date at all times. In case of special cleaning and at heights specialized agencies at extra cost to be borne by the Companies would need to be organized.

9. IRRIGATION

- All irrigation lines, sprinklers, hydrants, bubblers, pumps and their controls, solenoid valves etc. shall be operated and maintained as specified.

10. DRAWINGS AND MANUALS

- Company has to provide all the drawings & manuals for each of the equipment. Company will also arrange as built drawings from contractors for the Property Manager.
- Layout plans for piping schemes for plumbing, DG Exhausts, both DG and AC Cooling water Pumps/CT fans, air-conditioning and sewage and sanitary.
- Any changes incorporated after the commissioning of the panels is to be incorporated in the drawings.
- Company has to inform the Property Manager for any other changes in the service system.

11. INSURANCE

Insurance of Structure, Plants, Machinery and all other common equipments/installations in the Mall, cost as such will be borne by Maintenance Agency and they will arrange compliance and co-ordinate all activities.

For Surya Maintenance Agency Pvt. Ltd.


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