



दिल्ली DELHI

Forming part of:

F 448012

Maintenance and Services Agreement dated 22 day  
of September, 2008

BETWEEN

Delhi Buildwell Private Limited ('DBPL')

AND

M/s. Secure Meters Ltd.

Regd. office at D-53, Second Floor.

Saket, New Delhi-110017

\_\_\_\_\_  
("the Owner")

For Delhi Buildwell Pvt. Ltd.

DBPL

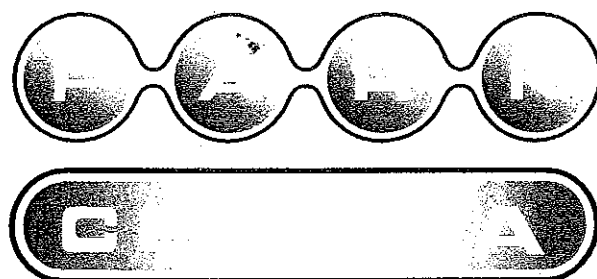
FIRST PARTY

[Signature]  
Auth. Signatory

[Signature]  
Owner

SECOND PARTY





**GURGAON**

## **Maintenance and Services Agreement**

Name *17/5 Secure Meters Ltd.*  
Unit No. *401, 402, 403* Floor *Fourth*  
.....

## MAINTENANCE AND SERVICES AGREEMENT

**THIS AGREEMENT FOR MAINTENANCE AND SERVICES** is made at New Delhi on this 22 day of September, 2008.

**BETWEEN**

**M/s. Delhi Buildwell Private Limited**, a company incorporated under the Companies Act, 1956 having its registered office at 25, Najafgarh Road, New Delhi through its Authorized Representative Sh. C.M. Sharma S/o Sh. Dev Raj Sharma, duly authorized by a Board Resolution dated 09.06.2008 (hereinafter referred to as the '**DBPL**' which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include its nominees, administrators, executors, successors and assigns) of the **First Part**.

**AND**

M/s Secure Meters Ltd.

Regd. Office D-53, Second Floor, Saket, New Delhi-17.  
(hereinafter referred to as "**the Owner**") which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its, nominee, administrators, successors, legal representatives and assignees, of the **Second Part**;

A. **WHEREAS** the Owner had purchased/agreed to purchase the Unit/Office No. 401, 402, 403 ad-measuring 59099 sq. ft. (5490.43 sq. meter) of super area on the Fourth Floor in the cyber park Complex developed by DBPL under the name and style of "**Park Centra**" (hereinafter referred to as the "**said Complex**") in bare shell condition (hereinafter referred to as the "**Unit/Office**") from DBPL vide Space Buyer Agreement dated 06.06.2006.

B. **AND WHEREAS** the Space Buyer Agreement executed by the Owner contained a stipulation for the provision of providing Operation/Maintenance Services by DBPL/ or its nominated Maintenance Agency and payment of Operation/Maintenance charges by the Owner to DBPL/nominated Maintenance Agency.

C. **AND WHEREAS** in order to provide necessary Operation and Maintenance of various services, facilities and equipments in the said Complex, on receipt of Maintenance Charges from the Owner, with dedicated focus and transparency in proper accounting and audit procedure DBPL shall be engaging a Maintenance

For Delhi Buildwell Pvt. Ltd.





137870

Subject: ...  
Name: ...  
R/o: ...  
Purpose: ...

= 9 APR 2008

P. E. BHATIA  
L. No. 208  
Vishwanath Singh, E. Delhi

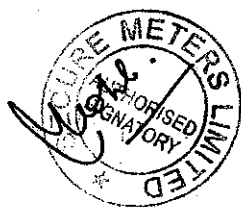
Agency of repute, who shall provide the comprehensive Operation and Maintenance services and do all such acts, deeds etc. as may be necessary to provide Operation and Maintenance of various services and it's infrastructure and equipments and collect Maintenance Charges on behalf of DBPL.

- D. **AND WHEREAS** the parties have now decided to execute this Agreement on the terms and conditions recorded hereunder and especially the timely payment of all payments as envisaged in this agreement by the Owner to DBPL for maintenance services being provided for the said Complex as well as the said Unit/Office:

**NOW THEREFORE IT IS AGREED BY AND BETWEEN THE PARTIES:**

**1. Duration of Operation and Maintenance Agreement**

- 1.1 DBPL shall, subject to all deposits and timely payments of monthly maintenance bills, provide Operation and Maintenance services, facilities in the said Complex as per the scope of Operation and Maintenance services as set out in Clause (2) infra initially for a period of three years from the date of commencement of such services, as stated hereinafter, to be renewed automatically for further terms each of three years unless otherwise the work of providing Operation and Maintenance services in the said Complex is handed over by DBPL to some other Agency/Body/Association.
- 1.2 Subject to the terms and conditions of this Agreement, DBPL shall provide to the Owner, the Maintenance services and operation of various facilities set forth in Clause-2 hereunder, in relation to the said Complex/Unit/Office (hereinafter referred to as the "**Common Facilities & Services**").
- 1.3 DBPL has been providing Common Facilities and Services, from 16.06.2008 (hereinafter called "**the Commencement Date**"). It is agreed that the date specified in the Final Possession Notice sent to the Owner, the Owner shall be deemed to have taken possession and it shall be liable to pay maintenance charges from the said deemed possession date.
- 1.4 DBPL shall at all times provide such services, facilities as described in the clause -2 hereunder and maintain equipment in the said Complex in good order and condition and shall carry out all major structural repairs.
- 1.5 DBPL shall at all times maintain an adequate power backup through Generator Sets and operate the same for provision of common facilities and services in the said Complex during the "**business hours**" i.e. for 6 days a week, 12 hours/day, from 8.00AM to 8.00PM except Sundays, National holidays or other holidays declared by the Government. For 24x7 operations "**business hours**" would mean 7 days a week, 24 hours/day except designated holidays.



For Delhi B. and.

- 1.6 DBPL shall at all times maintain all the Elevators and the Elevators installed in the said Complex and make them available for use of the Owner in accordance with the terms and conditions of this Agreement during business hours defined above.
- 1.7 Except to the extent of interruption caused by unavoidable mechanical defect or electrical failure or for reasons beyond the control of DBPL, DBPL shall provide air-conditioning facilities and operate the Elevators during the business hours.
- 1.8 In the event, the Owner requires supply of air conditioning facilities and/or elevators and back-up services beyond the business hours, DBPL shall provide these facilities, if possible, subject to the Owner paying extra charges thereof as set forth in Clause 5.4. (not applicable for 24x7 operations)
- 1.9 In the event of any mechanical defect or electrical failure, DBPL will make all reasonable efforts to rectify the same at the earliest.

## 2. **Common Facilities & Services:**

These include the following: -

- 2.1 Operation & maintenance of air-conditioning system and plants, Fire Fighting system, elevators other electrical & mechanical equipment systems, electric sub-station connected with the supply of electrical energy to all Owners of the said Complex under bulk electric supply and all other equipments installed for provision of common services in the said Complex.
- 2.2 **Common Areas Maintenance (CAM) Services:** These relate to operation and maintenance of common areas, basement, terraces/refuge areas, elevators, fire fighting equipment(s) and other common facilities inside the said Complex etc.
- 2.3 **Operation & Maintenance Services located in the Basement:** These shall inter alia relate to operation and maintenance of Basement and services such as Electric sub-station, Air-conditioning Plants, Pump(s), Fire Fighting Room(s), Transformer(s), DG Set(s), Water Tank (s) and other services in the Basement.
- 2.4 Operation and maintenance of Car parking spaces in the basement and in other parts of the said Complex.
- 2.5 **Open Area Maintenance Services:** These relate to operation and maintenance of open spaces around the said Complex but within the boundary walls thereof, such as, maintenance of compound wall, landscaping, electrification of the plot, water supply, sewerage, roads, paths and other services in the said Open spaces.
- 2.6 Security services for common areas and basement in the said Complex.



- 2.7 Maintenance of common facilities and operation & maintenance of equipment for provision of all common services to be provided in the said Complex.

### 3 Insurance

#### 3.1 Insurance of entire Structure(s) and Common Plants & Equipments in the said Complex:

The insurance of the shell structure of the Unit/Office is the responsibility of the Owner. However, DBPL on behalf of Owner shall take out an Insurance Policy in its name for the complete complex including the shell structure of the said Unit/Office and plant & machinery installed by it for facilities/services. In the event of any occurrence of the contingencies/risks covered by the aforesaid policy, the Owner hereby undertakes not to lodge any claim or take recourse to any action against DBPL or its nominated Maintenance Agency, nor will the latter be liable for the same on any account or in any manner whatsoever. The insurance premium charges proportionate to the super area of the Unit/Office shall be recoverable from the Owner.

- 3.2 However, insurance of interiors of the said Unit/Office or any articles kept or stored therein shall be responsibility of the Owner and DBPL or its nominated Maintenance Agency shall not be responsible for the same in any manner.

### 4. Deposits

#### 4.1 Capital Replenishment Fund

The Owner of Unit/Office has agreed to pay to DBPL an interest free deposit of Rs.150/- per sq. ft. towards Capital Replenishment Fund for replacement of Capital plant equipments/cost of replacement/refurbishing, major repairs, etc. of structures.

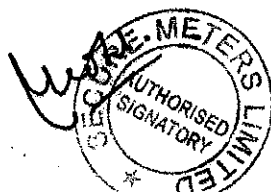
#### 4.2 Interest Free Maintenance Security (IFMS)

The Owner has agreed to pay and keep deposited with DBPL/nominated Maintenance Agency IFMS an amount equivalent to six months' Operation/Maintenance Charges as determined from time to time, presently calculated at the rate of Rs.16 per sq. ft. (Rs.24/- for 24x7 operation) of the super area. Any increase in the same shall render Owner liable to make up the deficiency. The same shall be adjusted against any claim of DBPL from the Owner on account of Operation/Maintenance and other charges under this Agreement or of any amount claimed on account of any adjustments, deductions or reimbursements for any damages suffered by DBPL on account of any default or breach of any obligation by the Owner.

#### 4.3 Electricity Load Connection Charges/Deposit

DBPL has taken electrical load from power supplying agencies for running the said Complex on the basis of bulk supply of electrical load for which it has incurred expenses for obtaining such load. The Owner shall pay electrical connection charges @ Rs.45/- per sq. ft. of super area of the said Unit/Office.

### 5. Maintenance Charges & Computation



For Delhi Buildwell Pvt. Ltd.

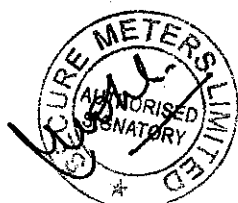
*Signature*  
Amit S.

- 5.1 In consideration of the payment of the monthly charges herein fixed and the deposits herein agreed to be made by the Owner, DBPL shall provide to the Owner, in accordance with the terms and conditions of this Agreement, various operational and maintenance services, the maintenance charges being calculated in proportion to the super area of the Unit/Office. The same shall be calculated & payable by the Owner in the manner specified below.
- 5.2 That the "Maintenance Charges" shall include but shall not be limited to the following:-
- i. **Open Area Maintenance Charges:** These charges relate to maintenance of open space within the boundary wall of the said Complex, but outside the said Complex, such as, maintenance of compound wall, landscaping, electrification, water supply, tubewell, sewerage, roads and paths and other services etc.
  - ii. **Common Areas Maintenance (CAM) Charges:** These charges relate to maintenance of common areas, lifts, elevators, fire fighting equipment and other services etc. inside the said Complex.
  - iii. **Maintenance Charges of Basement and Services in the Basement:** These charges shall inter-alia relate to maintenance of basement and services, such as, electric sub-station, pumps, fire-fighting rooms, transformer, Generator set/s, water tanks and other services in the Basement.
  - iv. Cost of maintaining car park spaces in the basement and in other parts of the said Complex.
  - v. Cost of security services provided for the said Complex.
  - vi. Service Contract Expenditure, charges for operation and maintenance of all electro-mechanical equipment and/or any other equipment installed for rendering maintenance services, including central air conditioning plants / equipment, generators, lifts/elevators etc. in the said Complex.
  - vii. Cost of electricity for all maintenance services including the parking area and external common areas etc.
  - viii. Cost of maintenance and landscaping of open areas in the said Complex.
  - ix. Cost of maintenance, cleaning, painting and replacement.
  - x. Cost of administrative staff and the maintenance staff of the said Complex.
  - xi. Cost of consumables for all services in common areas, and equipment pertaining to provision of common services and facilities, including cost of fuel and lubricants for Generator sets.
  - xii. Cost of replacements / refurbishing.
  - xiii. Other necessary/ancillary expenses and charges including but not limited to insurance, incidental to the preservation and maintenance of the property, and building structure and for adequate provision of common services and facilities in the said Complex.
- 5.3 The maintenance charges shall be calculated by taking into account the entire cost incurred by DBPL for rendering maintenance services, as defined in Clause



2, including the cost of electrical energy paid by DBPL to Dakshin Haryana Bijli Vitran Nigam (**DHBVN**) and the cost of operating, fuel etc. and maintaining captive Generator Set(s), Common area lighting and deducting therefrom the actual receipts from billing of electrical energy to all Owners of the said Complex for electrical energy consumed inside their respective Unit/Office. The resultant net expenditure (of all services, equipments electricity consumption etc. as aforesaid) multiplied by 1.2 times shall be treated as total maintenance charges and billed to individual Owners in proportion to the super area of their respective Unit/Office.

- 5.4 Any maintenance service required by the Owner beyond business hours for its exclusive use by the Owner and / or common service required by the Owner along with other Owners beyond business hours shall be provided at applicable rates as decided by DBPL. It is clarified that the entire overheads including salaries, wages of staff etc. shall form part of the services being rendered and charged. The Owner shall be billed on pro-rata basis with other Owners, if other Owners are also using additional services along with the Owner herein. (clause not applicable for Owners opting for 24x7 operations plan).
- 5.5 All overhead expenses incurred by DBPL directly for provision of Common Facilities and Services in the Complex, including salaries, wages and benefits payable to the employees and other overhead expenses shall be taken into account for computation of maintenance charges.
- 5.6 DBPL shall bill for the consumption of electrical energy inside the said Unit/Office based on the number of units consumed as indicated by the meter(s) installed in the said Unit/Office at per unit tariff decided by DBPL. The rate may be increased to correspond with any increase in rates of DHBVN. The bill shall also include the meter hire charges and a minimum demand charge if the consumption falls below the minimum demand as per the applicable schedule of tariff. The consumption of electrical energy as indicated above shall be billed alongwith the bill for the maintenance charges.
- 5.7 The cost of insuring the super structure of the said Complex shall form part of maintenance charges.
- 5.8 Upon the commencement of this Agreement, DBPL shall raise monthly maintenance bills in advance, at the rate of Rs.16/- per sq. ft. of Super Area (Rs.24/- for 24x7 operation). The Final maintenance charges shall, however, be determined in accordance with the formula provided in Clause 5.10.
- 5.9 Maintenance Agency shall have the right to increase, revise or modify charges of any service or services to ensure quality maintenance to meet the increase in cost of the consumables including fuel, the billing whereof shall be done on the same actual + 20% mark-up.
- 5.10 Calculation of maintenance charges shall be done in the following manner:



For Delhi Build. Pvt. Ltd.

*Signature*  
Signature

(A) Cost of entire maintenance services provided by DBPL.

**Add** (B) Total cost of electrical energy for common areas as per the bill paid to DHBVN by DBPL and the cost of operation and maintenance of Generator Sets including fuel.

**Less** (C) Receipts by DBPL from the Owners in respect of electricity bills paid by them for consumption of electrical energy inside their Unit/Office based on meter reading every month.

The resultant total shall be divided by the total Super built-up area of the Complex to arrive at the maintenance charges per sq. ft. per month.

$$\text{Maintenance Charges per sq. ft.} = \frac{\text{A+B-C}}{\text{Total Super Built-up Area}}$$

Multiply the resultant with the total Super Area of the said Unit/Office to arrive at the Maintenance Charges payable by the Owner.

**Add** (D) Cost of any maintenance service(s) exclusively rendered for any Owner, if any.

The said calculations are based on prevalent common market practice.

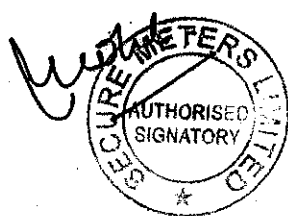
- 5.11 Accounts of Maintenance Charges shall be settled for each Accounting Year as per the said formula and/or at as such periodic intervals as may be decided by DBPL. At the end of each financial year, DBPL shall get its accounts audited and the expenses incurred would form basis of the estimates for billing in the subsequent financial year. In case, there is any deficit, the same shall be recovered proportionately in the subsequent bills. For the intervening period, from the date of commencement of the next Financial Year and the Audit of Accounts of the previous year, the bills towards maintenance charges shall be sent on the basis of the previous Financial Year.

## 6. **Billing & Payment**

- 6.1 Bills for maintenance charges shall be raised every month in advance. However supply of electrical energy inside the Unit/Office shall be billed on the basis of actual consumption based on meter reading of the previous month and billed in the beginning of the current month at the rate prescribed by DBPL. The consumption charges of electrical energy in the said Unit / Office shall be payable by the Owner on basis of actual consumption based on meter reading of the previous month and billed in the beginning of the month. The CAM charges, other than the consumption of electrical energy in the Unit/Office shall be payable by the Owner on pro-rata basis as determined by DBPL. The charges for

any exclusive maintenance services, availed by the Owner, shall also be billed and payable by the Owner.

- 6.2 There shall be one consolidated bill for CAM charges, which shall contain separate heads for cost of maintenance and electrical energy consumption. The Owner shall pay in full the maintenance bill raised on it. No part payment of any bill shall be accepted by DBPL and even if accepted shall not be treated as a waiver of its rights due to non payment, notwithstanding inclusion of any part of the charges in the bill under default being included in the subsequent Bills.
- 6.3 DBPL shall charge interest @ 18% p.a. for the first month of delay and 24% p.a. for the subsequent period of delay in payment after due date.
- 6.4 Payments shall be made through local crossed cheque or demand draft only drawn in favour of "M/s. Delhi Buildwell Pvt. Ltd.", payable at New Delhi and shall be subject to realization.
- 6.5 The payment of bills shall not be withheld or delayed if there is any difference or dispute as to its accuracy. Any difference or dispute regarding accuracy of a bill shall be settled as provided here in below.
- 6.6 Without prejudice to the rights of DBPL to charge interest for the period of delay in payment of a bill by the due date, if the Owner fails to pay the bill by the due date then the bill shall be deemed to be a NOTICE and all the facilities/services including electricity to the said Unit/Office shall be disconnected/ discontinued without any further notice in this regard.
- 6.7 The facilities/services/electric supply shall not be restored/reconnected unless the amount shown in the bill together with interest for the period of delay as mentioned in clause 6.3, Rs.1,000/- as restoration/reconnection fee and all other related expenses incurred/to be incurred in discontinuance/ disconnection of or restoration/reconnection the services/electric supply have been paid by the Owner.
- 6.8 Right to use the maintenance services is subject to payment of maintenance charges bill and the Owner agrees that its right to use the common facilities, including the supply of electrical energy, shall be subject to regular and prompt payment of maintenance charges billed by DBPL. If maintenance charges or any part thereof are not paid regularly, the Owner shall lose its right to use any of the common facilities including right to receive electrical energy inside the said Unit/Office. However, so long as the maintenance charges (all payments) envisaged under these presents are regularly paid and all the covenants herein contained are observed, the right of the Owner to use common facilities shall subsist. As a security for the due payment of Maintenance Charges, the Owner hereby creates a floating charge in favor of DBPL on all its goods and chattels in the aforesaid Unit/Office.



For Delhi Buildwell Pvt. Ltd.

*[Signature]*  
Auth. Signatory

**7. Limit on the Responsibility of DBPL:**

- 7.1 DBPL has made it clear that the provision of maintenance services shall be done by DBPL or its nominees and assigns through various outside agencies under separate Agreements to be entered into with them. DBPL's responsibility is limited only to the extent of supervision of these agencies and to ensure that their operation is in conformity with the Agreement executed by them and to change the agency if its performance is not upto the desired standards. DBPL is not liable for the acts of commission, omission, negligence or defaults of the aforesaid agencies in providing the maintenance services and liability for all the aforesaid shall lie on the Maintenance Agency. Similarly, DBPL's role and responsibility for the supply of electrical energy to the Owner shall be limited to receiving the supply of electrical energy from DHBVN in bulk and to distribute the energy. DBPL has no power or control on the energy quality and other specifications with respect to electrical energy supply.
- 7.2 DBPL shall in no case be held responsible for any fire, electrical, pollution, structural or any kind of hazard originating from the said Unit/Office which may arise due to lapse, default, negligence of the Owner or due to electrical devices, any equipment installed in the said Unit/Office or for any reason whatsoever. The Owner agrees to hold DBPL harmless and keep DBPL indemnified against any loss or damage that may be caused to it or the said complex or its installations, fittings, equipments, plants, etc. The Owner shall ensure that the internal air-conditioning/ducting and electrical systems and any other work done internally within the said Unit/Office or externally, shall not pose any fire, electrical, structural, pollution and health hazard for which the Owner shall be exclusively responsible.
8. If not already paid and the Owner delays payment of the Maintenance Advance/Maintenance Security Deposit/Capital Replenishment Fund/IFMS, DBPL shall not commence providing of services as envisaged in this Agreement or shall stop providing the services/facilities/electric supply to the Owner/Unit/Office.
9. DBPL shall supply electrical energy as part of its maintenance services and not as a separate function. DBPL has applied for a bulk power supply connection from DHBVN apart from generators for power backup. DBPL will distribute the electricity to the Owners of Complex in terms of requisite allocation or as per their demand for supply of electrical energy not exceeding pre determined limit.
10. The Owner shall permit the Supervisors, Agents of DBPL (whether with or without workmen) at all reasonable times to enter into the said Unit / Office for the purpose of inspection or repairing any part of the said Unit / Office and/or for the purpose of maintaining, rebuilding, servicing, cleaning, installing or otherwise keeping in good order and condition all common services, machinery, appliances, equipments, fitments, ducting, wiring, cables, water supply, electricity, gutters, pipes, covers, connections etc.



11. The Owner will have to bear the cost of all damages /breakage caused by its staff / its agents/ its visitors to the Building /Structures / Equipment /fabric of the said Complex and shall on demand reimburse all costs in connection with the replacement/ rectification on account of the above to DBPL.
12. All costs, charges and expenses payable or in respect of this Agreement and on all other instruments and deeds to be executed, if any, pursuant to this Agreement shall be borne and paid by the Owner.
13. The failure of DBPL to enforce any provision(s) hereof shall not be construed to be a waiver of the provision(s) or of any right thereunder.
14. If any provision of this Agreement shall be determined to be void or unenforceable under any law, DBPL shall amend such provision to the extent necessary and the remaining terms and conditions of this Agreement shall remain valid and enforceable.
15. DBPL shall not be held responsible or liable for not performing its obligations under this Agreement due to FORCE MAJEURE conditions or for reasons beyond the control of DBPL. The Force majeure conditions shall inter alia include strikes, lockouts, enemy action, floods, earthquake, government order / regulations / restrictions etc.
16. That all the terms and conditions contained herein and the obligations arising hereunder in respect of the said Unit/Office shall equally be applicable and enforceable against all Owner/Owners and/or subsequent purchasers of the said Unit/Office, as the said obligations go along with said Unit/Office for all intents and purposes.
17. This agreement constitutes the entire agreement between the parties and revokes and supersedes all previous discussions/correspondence/arrangements and agreements between the parties, if any, concerning the matters covered herein whether written, oral or implied. However, it is understood by the parties that the terms of this Agreement shall be read in consonance and not in derogation of the other parts of the said Agreement. Unless otherwise provided, this agreement shall not be changed or modified except in writing and signed by the parties hereof.
18. The charges/deposits above are exclusive of service tax and/or any other tax/cess etc and the Owner shall be liable to pay service tax or any other taxes, present or future, attributable for using/availing/enjoying the services under this agreement.
19. The Owner shall not store or keep or permit to store or keep any illegal, hazardous, obnoxious, dangerous, inflammable material or goods which may cause damage to the said Complex/Unit/Office or be in violation of any local laws, rules and regulations.



For Delhi Build

Ltd.

*[Signature]*  
Auth. \_\_\_\_\_

20. The Owner undertakes to abide to carry out only IT/ITES related business from the said Unit/Office and shall not indulge in any unlawful activities in the said Complex and shall comply with the Laws, rules and regulations applicable to its business including obtaining all requisite permits or licenses required to carry on its business at its own cost and the Owner will observe and perform the terms & conditions thereof properly and regularly.
21. The DBPL reserves its right to increase, revise or modify charges of any service or services to meet the escalated cost to ensure quality maintenance or as per prevalent market rate or any hike in prices of consumables, the billing whereof shall be done accordingly.
22. The Owner must seek the permission of DBPL or its nominated Maintenance Agency and any statutory Authority, if it wishes to use any common portion of the Complex for its business related needs. The decision of DBPL and the said Authorities, in this regard, shall be final and binding on the Owner. Permission granted may be subject to payment of charges and expenses.
23. DBPL directly or through their nominated agency will have the right to frame and modify from time to time In - House rules for all Owners/tenants/Licensees of the said Complex, which shall be adhered to the observed strictly by all/Owner. Owner hereby nominates DBPL as a nominee to form a Buyer's Associations, if required and to take appropriate steps and measures to frame Rules & Byelaws as per the prevailing law(s). For the said purpose, DBPL shall be authorized to elect the governing body being the permanent/ office bearers/ founder member of such association.
24. DBPL shall designate a person, who shall be responsible for coordinating and supervising the administration and performance of the Maintenance Agency/Services ("**Estate Manager**"). The Estate Manager shall be the Owner's/Occupant's point of contact in respect of this Agreement.
25. **ARBITRATION:**

Except the cases of theft/pilferage of electrical energy or interference in other matters etc. (which are prima facie offences under law), in the event of any difference or dispute arising between the Parties in respect of any matter connected with the accuracy of bills, supply of services or interpretation of any of the terms and conditions which cannot be settled amicably between the Parties hereto, subject to the fact that the amounts payable are paid by the Owner to DBPL, the said differences/dispute shall be referred to the arbitration of a Sole Arbitrator to be appointed mutually by Parties. Reference to and pendency of Arbitration shall be without prejudice to the rights of DBPL under this Agreement for no payment of the dues. The decision of the Arbitrator shall be final and binding on the parties. The Arbitration proceedings shall be held at New Delhi in accordance with the Arbitration & Conciliation Act, 1996 as amended from time to time.

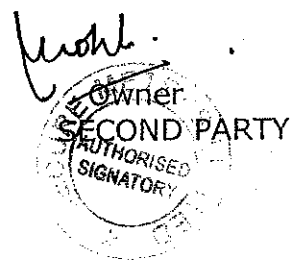


26. The terms and conditions stipulated herein are subject to the laws of India and Courts at Delhi will have exclusive jurisdiction.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET OUT THEIR HANDS TO THIS AGREEMENT AT NEW DELHI ON THE DAY, MONTH AND YEAR FIRST ABOVE MENTIONED IN THE PRESENCE OF THE FOLLOWING**

*For Delhi Buildwell Pvt. Ltd.*

Delhi Buildwell Pvt. Ltd.  
FIRST PARTY *Auth. Signatory*



**WITNESSES:**

1.

2.

Registered Office - Delhi Buildwell (P) Ltd. 25, Najafgarh Road, New Delhi  
Marketing Office - Ground Floor, Ambadeep Building, 14 K.G Marg, New Delhi