



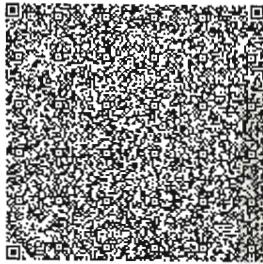
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL97503120126407Q
Certificate Issued Date : 30-Oct-2018 12:44 PM
Account Reference : IMPACC (CR)/ dl704810/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL70481000253942054564Q
Purchased by : PRATHAM INFRATECH PVT LTD
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : PRATHAM INFRATECH PVT LTD
Second Party : VEGAS MANAGEMENT PVT LTD
Stamp Duty Paid By : PRATHAM INFRATECH PVT LTD
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



.....Please write or type below this line.....



Statutory Alert:

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2. The onus of checking the legitimacy is on the users of the certificate.
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MANAGEMENT AND MAINTENANCE SERVICES AGREEMENT

This Management and Maintenance Services Agreement is made at New Delhi on this 29th day of October, 2018.

BETWEEN

M/s. Pratham Infratech Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at Ground Floor, Metro Station, Sector - 12, Dwarka, New Delhi- 110075, India, duly authorized vide Board Resolution/Letter of Authority, dated 18/10/2018, hereinafter referred to as the "**Pratham**" (which expression shall unless be repugnant to the context or meaning hereof be deemed to include its successors, affiliates and permitted assigns etc.) of the **FIRST PART**

AND

M/s. Vegas Management Pvt. Ltd., a company incorporated under the Companies Act, 2013, having its registered office at Ground Floor, Metro Station, Sector - 12, Dwarka, New Delhi- 110075, duly authorized vide Board Resolution/Letter of Authority, dated 18/10/2018, hereinafter referred to as the "**Agency**" (herein after collectively and severally referred as Licensors, which expression unless repugnant to the context shall mean to include their legal heirs, successors and permitted assigns) being party of the of the **OTHER PART**.

Each party is individually referred to as a "Party" and collectively as "Parties".

WHEREAS

- A. Pratham has seized and is in possession of all that piece and parcel of land admeasuring 28260 sq mts situated at Plot No. 06, Sector 14 (North), Dwarka, New Delhi - 110 078 (hereinafter referred to as "**Said Land**"). Further, the Pratham is in process of developing an integrated shopping cum entertainment center called as "**Vegas**" (hereinafter called as "Mall/ Complex") on the Said Land.



- B. Agency has represented to Pratham that it has necessary expertise and infrastructure including trained personnel to undertake comprehensive management and maintenance services for Pratham at its site at "Vegas".
- C. Pratham is desirous of availing specialized management and maintenance services (hereinafter referred as "Services"), more particularly described and set out in **Annexure A** to this Agreement, from Agency and Agency is willing to provide the services to the Pratham.
- D. Agency is being engaged by Pratham on a non - exclusive, Principal to Principal, independent basis to provide the Services to Pratham upon the agreed terms and conditions hereinafter appearing.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. SCOPE OF SERVICES

- 1.1 Agency shall provide Services as stipulated in **Annexure A** of this Agreement, alongwith manpower, personnel, machines to be used for rendering such Services to Pratham at the said Complex directly through itself or through various service provider companies.

2. TERM OF AGREEMENT

- 2.1 This Agreement shall commence from **29th Oct 2018** and shall remain valid for 10 years. Pratham Infratech can terminates the agreement by giving 30 days' notice without assigning any reasons whatsoever.

3. CONSIDERATION& SECURITY DEPOSIT

- 3.1 In consideration of use of the Said Complex for enabling Agency to provide the Services as mentioned in this Agreement, Agency shall remit to Pratham Infratech an amount of **Rs. 25,00,000/- (Rupees Twenty Five Lacs Only)** per month (hereinafter referred as



“Consideration”)w.e.f. _____. The last paid Consideration shall be increased by 7% at the end of every year which amount shall then form the Consideration payable by Agency to Pratham.

- 3.2 The payment of Consideration by Agency under the terms of this Agreement to Pratham shall be subject to deduction of Taxes and/or other statutory levies that are or may be imposed on such payments from time to time and shall provide TDS certificate for the same.
- 3.3 Agency shall be reimbursed by Pratham only for such actual expenses that it incurs in the relation to the services rendered and for use of equipment's/material brought/consumed while providing such services, which are duly pre - approved by Pratham in writing.
- 3.4 All payments to be made by Agency to Pratham shall be made over through account payee Cheque(s)/Demand Draft(s) in favor of “**Pratham Infratech Private Limited**” payable at par.
- 3.5 Agency will pay the Consideration to Pratham on or before the 3rd of every month. Any delay in payment of the Consideration or the increased amount of the security deposit or any other amount due and payable under this Agreement to Pratham shall attract interest at the rate of 18% per annum on the delayed payments till the date of the said payments being made by Agency to Pratham.
- 3.6 In addition to the Consideration, Agency shall deposit with Pratham, a sum of Rs. 2,50,00,000/- (Rupees Two Crore Fifty Lacs Only) as an interest free security deposit, to secure and ensure the observance of the terms of this Agreement by Agency.
- 3.7 Pratham shall refund the aforestated security deposit to Agency within 15days of termination/ expiry of this Agreement, after adjusting dues payable, if any, by Agency.



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4. OBLIGATIONS OF AGENCY

- 4.1 Agency shall provide the uninterrupted Services with reasonable skills, utmost care, and efficiency to the reasonable satisfaction of Pratham and in accordance with the terms of this Agreement.
- 4.2 Agency shall collect monthly CAM Charges/ electricity charges/ water charges/GAS charges/ Parking Charges/ License Fee, additional CAM charges and other charges from all the occupants operating at the Said Complex for providing the maintenance services.
- 4.3 Agency shall collect the CAM deposits/ Electricity deposit and other deposits from all the occupants simultaneous upon at the time of signing of the definitive agreement between the occupants and Agency or on the terms & conditions as mentioned in the principal Leave and License Agreement executed between the occupant and Pratham.
- 4.4 Agency shall deposit the Security Deposit amount with the BSES for the Electricity Connection installed in the Said building as per the sanctioned load for the Said Building from time to time. In case the Security deposit has already been paid by Pratham to the authorities, in that case Agency will reimburse the same to Pratham as and when the same are received from the occupants of the said building.
- 4.5 Agency shall be responsible for raising periodic Maintenance bills on all the occupants of the Said Building as per the rates finalised by Pratham and collect the same from them.
- 4.6 Agency shall collect the electricity charges from all the occupants of the Said Building as per the electricity meter installed in the said commercial unit on the applicable tariff issued by BSES from time to time as per the actual consumption recorded in the electricity meter.
- 4.7 Agency shall ensure the maintenance the day to day operation of the Common Lifts, Escalators, Parking Area, fire-fighting facilities/Ro System, STP and other equipment's etc.



- 4.8 Agency shall ensure maintenance of the entire Said Building and the infrastructure of the Said Building, by appointing such number of appropriate and trained staff as may be mutually agreed to in writing from time to time or by appointing various service provider companies.
- 4.9 Agency shall ensure that the persons deputed for work at said Complex directly through itself or through service provider companies will be physically and medically fit and, in the event of Pratham, finding any worker unfit, it will be entitled to ask Agency to have such worker (s) replaced.

Further, in the event of any complaint being made against any workman by any occupant of the Said building to Pratham, Pratham will immediately stop the said workman/supervisor from operating from the Said Complex and may replace him with another workman/supervisor at the cost of Agency.

- 4.10 Agency shall maintain full control and supervision over its employees and other Service Provider Companies & their employees. Agency shall engage its own work force for providing services under this Agreement and shall furnish to Pratham the copies of the appointment letters, identity cards, personal verification proofs etc., issued by it to its employees and similarly by its service provider companies, in the format as specified by Pratham from time to time.

Further, the Agency shall undertake to carry out background checks and police verifications of all the personnel employed by it and provide a report of the same to Pratham.

- 4.11 Agency agrees and undertakes that all statutory dues and obligations and liabilities in respect of personnel engaged by it will be promptly paid and discharged by it. All statutory provisions relating to the engagement of such personnel will be strictly complied-with by it.
- 4.12 Agency or its Service Provider companies shall ensure to provide all the necessary raw materials and cleaning materials for the above services at the said Complex only after taking written approval from Pratham.



- 4.13 Agency shall depute adequate Security Staff for the safety & Security of the complete building.
- 4.14 Agency shall depute adequate Houseman/House Lady & supervising staff to the cleaning and maintenance of the entire building including the parking area.
- 4.15 Agency or its service provider companies shall take care of the entire Inventory of raw materials and cleaning materials and report any damage or Loss to Pratham.
- 4.16 Agency shall provide the Service round the clock or as may be stipulated by Pratham.
- 4.17 Agency shall provide adequate staff to monitor the activities of its service provider companies.
- 4.18 Agency, through its supervisors, shall prepare and submit to Pratham every day/week/month detailed report of the Services undertaken by Agency in the manner as may be prescribed by Pratham from time to time. The said reports shall be submitted as per the time period specified by Pratham.
- 4.19 Agency ensure that alternate personnel are readily available to replace any staff who is absent/ not present due to any reason whatsoever, including ill health.
- 4.20 Agency shall ensure to change or replace any of its personnel not found up to the mark/ unsatisfactory within a period, not exceeding 7 days of receipt of a written intimation in this regard from Pratham.
- 4.21 Agency shall also ensure that occupation and usage of the Said Building by its employees or agents shall strictly conform to the activities necessary to discharge its obligation under the Agreement and they shall be required to vacate the premises once these activities are completed. Use of the said complex for any other purpose, which has



not been specifically permitted by Pratham shall be construed as breach of this Agreement and Agency shall be liable for any loss or damage suffered by Pratham as a result.

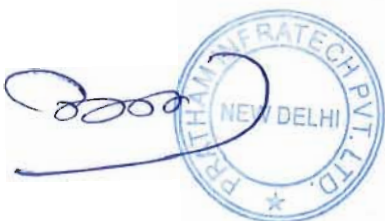
- 4.22 Agency, being the employer in relation to the workforce engaged by it for fulfillment of its obligations under this Agreement, shall alone be responsible for their selection, recruitment, insurance, issuance of appointment or termination letters, granting leave to them, payment of the wages and instituting and taking disciplinary action whenever necessary. Agency shall be responsible for determining levels and number of employees needed by it for effectively carrying out the work in an efficient and prompt manner and shall provide sufficient personnel for this purpose.
- 4.23 Agency agrees that it shall comply with all applicable laws, ordinances, regulations, bye laws, codes etc. of India with respect to the provisions of the services envisaged in this Agreement and undertakes to obtain such permissions/licenses as maybe required in relation to the Said Building from where such services would be performed under Contract Labor Act (R&A) 1970, Tax laws etc. If at any time during the term of this Agreement, Pratham is informed that Agency is in violation of any law, ordinance etc. (or if it so decreed or adjudged by any court, tribunal or other authority), Pratham, notwithstanding its right to terminate this Agreement with immediate effect, may call upon Agency to rectify the violation and Agency shall be bound to do so with immediate effect.
- 4.24 In the event of failure on part of Agency in providing services on any day, Pratham shall be entitled to make suitable alternative arrangement, and recover such expenses incurred from Agency's bill.
- 4.25 Agency shall be responsible for making arrangements for recording attendance of its employees at the said Building and performance of their duties in terms of this Agreement.
- 4.26 Agency shall ensure good conduct and discipline on the part of its employees. Any employee or agent of Agency found acting in



contravention to discipline expected in the premises will have to be withdrawn forthwith by Agency. Agency shall ensure that its personnel do not engage in any immoral or illegal activities in the Said Building. The personnel of Agency shall not entertain their own family members or personal guests at the Said Building of Pratham.

- 4.27 Agency shall issue identity cards to all its employees or agents, who shall be entering the Said Building of Pratham for the purpose of fulfilling this Agreement and shall ensure that all its personnel or agents carry identity cards while on the Said Building. Agency shall ensure that its employees or agents do not allow access to any unauthorized persons to the said Complex of Pratham.
- 4.28 Agency shall provide proper pre-approved uniforms, shoes, etc. to its personnel, its employee engaged abovementioned services while performing their duties under this Agreement.
- 4.29 Agency shall be solely responsible for any injury to its personnel or any loss or damage arising out of the performance of its obligations under this contract.
- 4.30 Agency shall at all times furnish to Pratham a list of its employees or agent engaged by it who would enter the Said Complex.
- 4.31 Agency shall do the marketing/ advertising/ promotions for the premises as per the directions/ instructions/ marketing plans/ strategies of Pratham. However, Pratham may undertake any marketing/ advertisement activities as per its overall business polices.

Any advertisement which will be made by Agency will be subject to prior approval of Pratham. The entire cost of such advertisement will be on the account of Agency only. In case, due to such an act of Agency, the brand value, image, reputation and/or goodwill existing in the market is in any way undervalued, demeaned and/or tarnished, Pratham hereby shall take necessary action against Agency and/or claim compensation for the same and such action will be considered as material breach.



4.32 Agency hereby undertakes that any shortfall in compliance with the break-up of cost structure, detected at any point of time by any appropriate authority, viz Pratham, Government Authorities or any Auditor, Agency shall be solely responsible for the same.

5. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY

5.1 Agency shall maintain secrecy of this Agreement and shall not disclose all confidential information, formulas and other information etc. accessed by it during its association with Pratham during the Term of this Agreement or any extension thereof for the entire Term of this Agreement or any extension thereof and even after the termination of this Agreement.

5.2 Agency shall protect the Intellectual Property and other rights of Pratham diligently and shall make no changes and modifications to the Trademarks, trade name, logos, designs and other literary or artistic material of Pratham.

5.3 The Confidential Information shall be treated by the Agency with the same degree of care to avoid disclosure to any third party as is used with respect to its own information of like importance.

5.4 In case of any breach of the Non-Disclosure obligations as aforesaid, by the Agency, due to whatever reason, intentional or otherwise, Pratham shall have the right to claim liquidated damages and the Agency shall be liable to pay without any protest and/ or demur liquidated damages of an amount as may be determined by Pratham in its sole discretion.

5.5 This Clause shall survive the termination of this Agreement.



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6. INDEMNITY

- 6.1 Agency shall indemnify Pratham, which Pratham may now or hereafter be liable to incur or sustain by virtue of or as a result of the performance or non-performance by Agency of any terms and conditions of this Agreement and/or as a result of (i) act or omission by Agency or its agents, employees, representations (ii) damage to the Said Building (iii) personal injury and/or death suffered by any of it's personnel or third party and (iv) breach of any law or statutory enactment applicable to this Agreement. This indemnity shall remain in full force and effect notwithstanding any termination of services of Agency under this Agreement.
- 6.2 Agency shall be liable to pay to Pratham cost of any damage caused to the said Building, due to the negligence of any of its employees or agents. Pratham reserves the right to adjust the cost of damage from the charges payable to Agency, if any.
- 6.3 It is understood and agreed by and between the parties hereto that in case of the employees of Agency are required to be treated as Pratham's employees pursuant to any statutes, rules and regulations enacted in and on behalf or pursuant to any laws or by laws, agreements, awards or decisions of the court or otherwise, then this Agreement shall be cancelled by Pratham forthwith without any notice, unless during the continuance of this Agreement Agency agrees to indemnify Pratham for the expenses or loss sustained by Pratham as a result of any eventuality taking place.

7. TERMINATION

- 7.1 Agency shall be entitled to terminate the Agreement by giving a 06 (SIX) months' notice after the expiry of the lock in period of 36months to Pratham. In event Agency decides to terminate the Agreement during the lock-in period, then the Agency can do so by providing a written notice of 06 months to the Pratham. The Agency shall also be liable to pay the entire Consideration of the unexpired lock-in period to Pratham.



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Handwritten signature and blue circular stamp of Vegem Management Private Limited New Delhi.

7.2 Pratham shall have a right to terminate the Agreement by giving 15 days' notice in writing to Agency to rectify the default/ breach (i) in the event Agency fails to pay the Consideration for any 2 (two) months; (ii) in the event Agency breaches any terms and condition of the Agreement. In case Agency fails to rectify the default/ breach in the aforesaid period of 15 days, then this Agreement shall automatically terminated upon the expiry of the aforesaid 15 days' notice.

7.3 Consequences of Termination

Upon expiry or earlier termination of this Agreement, as the case may be, Agency shall deliver all books, papers, documents, in its possession concerning the said Complex/ Pratham to Pratham or its representatives or such person, firm or company as Pratham may have duly appoint in place of Agency and shall transfer to Pratham or its representative or other person, firm or company as aforesaid as Pratham may direct, all monies collected by Agency in the exercise of its power and duties under the Agreement (whether held in cash or in Agency Account, as the case may be). The Agency upon termination of this Agreement shall also handover all the paperwork maintained by it in relation to the said Services. The Agency shall also handover all the confidential information provided to it by the Pratham and shall adhere to the terms and conditions as stipulated in clause 5 of this Agreement.

8. NOTICES

8.1 Any notice or request given or made hereunder shall be served either personally, by post, facsimile, courier or registered post in accordance with the following particulars:-

i) In case of Agency:-

M/s. Vegas Management Pvt. Ltd.,
Ground Floor,
Metro Station, Sector - 12,
Dwarka, New Delhi- 110075,



ii) In case of Pratham:-

Pratham Infratech Private Limited

Ground Floor,
Metro Station, Sector - 12,
Dwarka, New Delhi- 110075,

8.2 Any communication/notice/letter(s)/document(s) sent by one party to the other shall be in English and delivered at the address stated herein above or at such other address notified in writing to the other party. The communication/notices etc. may be sent by registered mail, courier, personal delivery and when sent by fax, it must be backed with Registered A/D communication/courier receipt for valid service. Any change in the address shall be duly notified in writing to the other party within 7 days of such change.

9. WAIVER

9.1 Save and except as expressly provided in this Agreement, no exercise, or failure to exercise, or delay in exercising any right, power, or remedy vested in any Party under or pursuant to this Agreement shall constitute a waiver by that Party of that or any other right, power, or remedy.

10. ENTIRE AGREEMENT

10.1 This Agreement represents the full and final understanding between the parties hereto and merges and supersedes any and all other promises, understandings or agreements with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by both parties.

11. SEVERABILITY

11.1 If any of the provisions of this Agreement shall, for any reason, be held to be invalid, illegal or un-enforceable in any respect, such invalidity, illegality or un-enforceability shall not affect any other provisions of



this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained in this Agreement. If, any one or more of the provisions contained in this agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law.

12. ASSIGNMENT/ SUB CONTRACTING

12.1 Agency shall be allowed to assign/ sub contract this Agreement or any of the rights or obligations pursuant hereto to a Person, with the prior written consent of Pratham.

13. RELATIONSHIP

13.1 This agreement is on a principal-to-principal basis and the parties hereto have entered into this agreement as independent entities and not as co-venturers, partners or agents of one another or as employer and employee. Nothing contained herein shall constitute a partnership, joint venture, agency or employer and employee relationship between the parties hereto. Nothing contained herein shall constitute or be deemed to constitute an authority to AGENCY to make any contract or agreement or to give any warranty or undertaking or representation on behalf of Pratham or to create any obligation expressed or implicit on behalf of Pratham unless specifically authorized by Pratham to do so.

14. FORCE MAJEURE

14.1 Neither Party shall be held responsible for any consequences or liabilities under this Agreement if it is prevented in performing its obligations under the terms of this Agreement by reason of laws or regulations, action by any local body or authority, local or otherwise, riots, insurrection, war, terrorist action, acts of God and unforeseen circumstances beyond its control. In the event force majeure continues for more than 30 days, either Party may terminate this Agreement with



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Handwritten signature and blue circular stamp of Vegem Management Private Limited. New Delhi.

written notice of 15 days to this effect to the other Party, subject to Agency remitting all the dues payable to Pratham.

15. ARBITRATION

15.1 Any and All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this Agreement or the breach thereof shall be settled by a Sole Arbitrator nominated by Pratham in accordance with the provisions of the Arbitration and Conciliation Act, 1996 along with the rules there under and any amendments, thereto. The seat of the Arbitration shall be at New Delhi. The decision of the Arbitrator shall be final and binding on the Parties. Arbitration proceedings shall be held in English language.

16. JURISDICTION AND APPLICABLE LAWS

16.1 This Agreement shall be governed by and construed under the laws of India. The courts at Delhi shall have the exclusive jurisdiction to entertain any matter arising out of or in relation to this Agreement.

17. REGISTRATION

17.1 All costs, charges and expenses payable on or in respect of the Agreement and on all other instruments and deeds to be executed, if any, pursuant to the Agreement, including stamp duty on this Agreement, legal fees, registration charges if any, shall be paid by Agency.




A handwritten signature in blue ink is written over a blue circular stamp. The stamp contains the text "PRATHAM INFRA TECH PVT LTD" around the top edge and "NEW DELHI" in the center. There is a small star at the bottom of the stamp.




A handwritten signature in blue ink is written over a blue circular stamp. The stamp contains the text "VEGA MANAGEMENT PRIVATE LIMITED" around the top edge and "NEW DELHI" in the center. There is a small star at the bottom of the stamp.


IN WITNESS WHEREOF, the parties above named hereunto set their hands upon the date and place first above written.


For and on behalf of
Pratham Infratech Private Limited


Authorized Signatory



For and behalf of
M/s. Vegas Management Pvt. Ltd.


Authorized Signatory



Witness:

1.

2.

ANNEXURE - A

Services to be rendered by AGENCY

1. To provide complete House-keeping services in the entire building and other peripheral area.
2. To deploy Security Guards in the building for the watch & ward of the building on 24 X 7 basis.
3. To obtain electricity connection and provide electricity supply through the said complex. To maintain all the equipment required for the HT power facility.
4. To provide various HVAC, Electro-Mechanical services in the building on 24 X 7 basis by deploying Electrician, Multi Skilled Technician, Plumbers, AC Plant operator, Helpers, Fire Safety operator.
5. To maintain, operate and manage the complete parking area and to collect parking charges from the commuters as per the applicable tariff of MCD from time to time.
6. To maintain the complete parking system installed in the building through its authorised service providers.
7. To operate & maintain Lifts & Escalators in the Said Complex and to maintain them through authorised agency and to cover them under AMC.
8. To maintain all fire safety equipments installed in the Said Complex.
9. To keep the Said Complex insured against any/all losses due to natural disaster or any other act of God, through a renowned Insurance company on year to year basis, to the satisfaction of Pratham.
10. To maintain and provide complete horticulture services in the Said Complex.
11. To provide Complete Air-conditioning facility in the Said Complex and to maintain them through expert authorised agency by giving them AMC Contracts.
12. To provide Power Back-up facility in the building through the DG sets installed in the building and to keep them maintained through authorised agency. Agency shall also be responsible for raising bills alongwith the Back-up energy Charges for the units consumed by



the occupants at the time of Power Main failure and the same shall be charged on the same rates as in the case of Electricity Consumption charges.

13. To provide water to various occupants in the Said Complex and to raise bills upon them as per actual meter reading recorded in the individual meter installed by you for every commercial unit. The rates for the consumption charges shall be as applicable to the various DJB/DDA/MCD Tariff from time to time and applicable from building to building.
14. To provide required space to the owners/occupants of the Said building for installation of required communication equipment on the terrace or in the common open spaces and to collect license or maintenance fee for the said licensed spaces after seeking prior written consent of Pratham.
15. To provide terrace & other open space on Leave & License basis to various telecom companies and after seeking prior written consent of Pratham.
16. To make timely payment of electricity & water bills for the entire building received from various electricity & water providers companies.
17. To maintain and make timely payments of AMC Charges for DG Set, Lift, Escalators, Complete HVAC System to the authorised Vendors.
18. To main housekeeping, up keep of all the common areas of the Said Complex.
19. To give kiosk spaces in the common area on temporary license basis.

