

Phone No:
Sold To/Issued To:
Milind ravi
For Whom/ID Proof:
RXP FMPL

MANPOWER SUPPORT SERVICE AGREEMENT



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Agreement
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This **MANPOWER SUPPORT SERVICE AGREEMENT** ('Agreement') is made and entered into at Hyderabad on _____ 2022 ('Execution Date') by and between:

1. **GVRX FACILITIES MANAGEMENT PRIVATE LIMITED**, a private limited company incorporated under the Companies Act, 2013, bearing CIN U45201TG2021PTC150174 and having its registered office at Sy. No. 403/1 (Old), 120 (New), 4th Floor, Niharika Jubilee One, Road No. 1, Jubilee Hills, Hyderabad, Telangana – 500033, India (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)

AND

2. **RXP FACILITIES MANAGEMENT PRIVATE LIMITED**, a private limited company incorporated under the Companies Act, 2013, bearing CIN U74110TG2021PTC152149 and having its registered office at Sy. No. 403/1 (Old), 120 (New), 4th Floor, Niharika Jubilee One, Road No. 1, Jubilee Hills, Hyderabad, Telangana – 500033, India, (hereinafter referred to as the '**Service Provider**' which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns).

The Service Provider and Company shall hereinafter be individually referred to as a '**Party**' and collectively referred to as the '**Parties**'.

WHEREAS:

- A. The Company is engaged in the business of providing operations and facility management services for real estate and infrastructure designed for life-sciences.
- B. The Company is desirous of availing manpower support services for its on-site projects by engaging the Service Provider and the Service Provider has agreed to provide to the Company a Service Team which shall undertake supervisory, managerial and support services ('**Services**') as per the terms and conditions of this Agreement.
- C. The Parties wish to define their relationship and set forth the terms and conditions of their respective rights and responsibilities commencing from the effective date i.e., 01 December 2021 ('**Effective Date**') under this Agreement.

NOW, THEREFORE, in consideration of the recitals and the mutual covenants, representations, warranties, conditions, and agreements hereinafter expressed, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION:

1.1. DEFINITIONS:

In this Agreement:



- a. **'Affiliates'** shall mean, with respect to a Party, (a) any entity controlling, controlled by, or under the common Control with such Party. For these purposes, **'Control'** shall refer to: (i) the possession, whether directly or indirectly, of the power to direct the management or policies of an entity, whether through the ownership of voting securities or by contract; or (ii) the ownership, directly or indirectly, of more than 50% (Fifty Percent) of the voting securities or other ownership interest of an entity; and (b) in case of an individual, would also include a relative.
- b. **'Applicable Law'** shall include all applicable statutes, enactments, acts of legislature, laws, ordinances, rules, bye-laws, regulations, guidelines, policies, directions, directives and orders of any government or quasi-government, department, agency or any instrumentality of government, any court or arbitral tribunal, and applicable international treaties and regulations, in force at the relevant time.
- c. **'Business Days'** shall mean any day other than a Saturday or Sunday or any other day on which scheduled commercial banks in Hyderabad, India are required by law to be closed, or are closed due to a public holiday in India.
- d. **'Persons'** shall mean an individual, an association, a corporation, a partnership, a joint venture, a venture capital fund, a trust, an unincorporated organization, a joint stock company or other entity or organization, including a government or political subdivision, or an agency or instrumentality thereof and any other legal entity.
- e. **'Project'** shall mean 'Innopolis' located at Plot No. 3, Synergy Square II, MN Park Genome Valley, Shameerpet, Medchal - Malkajgiri District, Hyderabad, Telangana – 500 078
- f. **'Service Team'** shall mean and include Persons employed directly by the Service Provider or engaged by the Service Provider in various capacities at the payroll of the Service Provider. The Persons directly employed by the Service Provider shall include the person involved in providing facilitation of services including ETP / STP, engineering, EHS, MEP, and on-site supervisor(s).
- g. **'Taxes'** or **'Tax'** shall mean and include income tax, stamp duty, value added tax, GST and all other taxes, duties, cess, levies, imposts, rates and other public demands of every nature whatsoever, recoverable or payable under or by reason of any Applicable Law for the time being in force.

1.2. INTERPRETATION

- a. Capitalized terms as used in this Agreement shall have the general meaning of such term unless specified under Clause 1.1 of this Agreement.
- b. The recitals and annexures shall constitute an integral and operative part of this Agreement.
- c. Headings and captions are used for convenience only and shall not affect the interpretation of this Agreement.



- d. All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require.
- e. The word 'including' herein shall always mean 'including, without limitation'.
- f. Whenever this Agreement refers to a number of days, such number shall refer to calendar days unless otherwise specified.

2. APPOINTMENT

- 2.1. The Company hereby appoints the Service Provider to provide manpower support services as per the terms of this Agreement. The Service Provider shall deploy a Service Team to provide supervisory, managerial and manpower support services to the Company for its on-site projects.
- 2.2. The Company may require deployment of the Service Team at the on-site of the Project. The Company must provide a 15 (Fifteen) day prior intimation to the Service Provider about the location and details of the Project for which the Service Team shall be mobilized and the Service Provider hereby agrees to provide manpower services to the Company in accordance with the terms and conditions of this Agreement.
- 2.3. The appointment of the Service Provider shall commence from the Effective Date and continue unless terminated in accordance with the terms of this Agreement.
- 2.4. The Service Provider shall make no contract, representation or warranty, nor incur any obligation for or in the name of the Company, and nothing in this Agreement shall indicate the Service Provider or any of its staff as an agent or representative of the Company for any purpose whatsoever.

3. SCOPE OF SERVICES

- 3.1. The Service Provider shall provide facility management services to the Company, by deploying a Service Team to provide supervisory, managerial and support services to the Company for its on-site Project. Facility management services shall be inclusive of facilitation of housekeeping, janitorial, security and the like services.
- 3.2. The Service Team shall consist of the following:
 - a. Supervisor: overall supervision of facilities, operation and maintenance of electrical, HVAC, safety, preparation of statutory documents, etc.
 - b. Engineer/ MEP supervisor: operations and maintenance of HVAC, electrical systems, DG sets, sub-station and respective controls, main PCC and MCC panels, lighting, power distribution and UPS, fire hydrants, etc.
 - c. ETP/ STP/ EHS supervisor: operating, monitoring and maintenance of ETP / STP plant activities like pre-treatment, collection of samples, analysis of samples, preparing 6 copy manifest, preparing of Form 13 to send the hazardous waste of client, sending garbage to GHMC, management of ETP / STP equipment, recording of log books, treatment of STP water to maintain product water in desired parameters as per PCB norms.



- 3.3. The Service Provider may delegate its obligations partly or fully under this Agreement to its Affiliates, independent consultants, and advisors, by entering into separate documents and upon consultation from the Company.
- 3.4. The Service Provider shall not assign, transfer, or pledge its rights and liabilities under this Agreement to any other agency or organisation by whatever name be called without prior written approval of the Company and as per Applicable Laws.
- 3.5. The requirement of manpower services on the Service Team may increase or decrease from time to time, and the Service Provider shall make suitable arrangements as per the Company's requirement ('Additional Arrangements'). Any additional costs incurred by the Service Provider to provide Additional Arrangements, shall be borne by the Company.

4. PLACE OF SERVICE

- 4.1. The Company may require the deployment of the Service Team at the on-site of the Project ('Service Location').
- 4.2. The Company will provide a 15 (Fifteen) day prior written communication to the Service Provider before changing the Service Location.

5. OBLIGATIONS OF SERVICE PROVIDER

- 5.1. The Service Provider shall ensure that the Service Team shall maintain decency and decorum while performing the Services. Service Provider, in performing its obligations under this Agreement, shall establish and maintain appropriate business standards, procedures and controls, including those necessary to avoid impropriety or adverse impact on the interests of the Company. The Service Provider shall review with reasonable frequency during the term of this Agreement, such business standards and procedures, including without limitation, those related to the activities of its employees and agents in their relations with the Company's employees, agents and representatives and other third parties.
- 5.2. Without prejudice to the generality of the foregoing, Service Provider will ensure that:
- a. its off-duty Service Team do not loiter inside the place of service as provided in Clause 4 of this Agreement.
 - b. its Service Team do not indulge in any anti-social activities or activities involving moral turpitude.
 - c. the Service Team shall be deputed to such place of service/location as may be determined by the Company from time to time.
- 5.3. Service Provider shall ensure that the Service Team shall not perform any Services for the Company while under the influence of alcohol or any un-prescribed controlled substances.
- 5.4. The Company shall provide a written notice to replace any of Service Provider's employee found to be unsatisfactory or otherwise objected by the Company. The Service Provider shall conduct



an inquiry over the objections raised by the Company on the member of the Service Team, and if the conduct of such employee is found to be unsatisfactory or objectionable, the Service Provider shall replace such employee from the Service Team within 48 (Forty Eight) working hours of receipt of the inquiry report. Service Provider shall remove from the Service Location such employee and discontinue the deployment therein, and promptly replace such employee with other suitable employee.

- 5.5. All the members of the Service Team shall be employees of the Service Provider and shall not be treated or deemed to be employees of the Company and the Company will have no obligations or liabilities whatsoever in relation to any of them. All statutory dues, obligations and liabilities in respect of such employees will be promptly paid and discharged by the Service Provider. The Service Provider shall strictly comply all statutory provisions relating to the employment of such employee including but not limited to the provisions of Contract Labour Regulation and Abolition Act 1970, Employees Provident Funds and Miscellaneous Provisions Act 1952, Employee's State Insurance Act 1948, Minimum Wages Act 1948, Payment of Wages Act, 1936, Maternity Benefit Act 1961, Equal Remuneration Act, 1976, Telangana Shops and Establishments Act, 1988, Telangana Factories and Establishment (National, Festival and other Holidays) Act, 1974, Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 and Industrial Disputes Act 1947.
- 5.6. The Service Provider shall ensure full and proper compliance by it and by all members of the Service Team, of all applicable laws, rules, regulations and other statutory requirements, in carrying out their duties and obligations hereunder.
- 5.7. The Service Team shall be under the payroll of the Service Provider and all social security benefits shall be payable to the Service Team by the Service Provider, which can be reimbursed from the Company as part of the Service Fee.
- 5.8. The Service Provider shall arrange, at its own cost and expense, adequate insurance cover, ESI/ workmen compensation, as statutorily required for any accident, death or injury in respect of the members of the Service Team. The Company shall not be liable for any request or claim for compensation payable in this regard.
- 5.9. In carrying out its duties and obligations hereunder, Service Provider shall ensure that the Service Team will comply with such instructions and directions as may be issued by the Company and its concerned officers from time to time, provided that no such instructions or directions shall be contrary to any of the provisions herein contained unless both Parties have agreed thereto and provided further that no such instructions or directions shall absolve Service Provider from any liabilities otherwise incurred by it hereunder.
- 5.10. Service Provider agrees to comply with all laws and lawful regulations applicable to any activities carried out in the name of or on behalf of the Company under this Agreement.
- 5.11. All of Service Provider's invoices and other reports to the Company shall accurately reflect, in reasonable detail, all activities and transactions performed for the service period by the Service Provider for the Company. The Service Provider shall send the proof of statutory payments in respect of its employees pertaining to the preceding month, along with the invoice every month.



- 5.12. Service Provider will receive all the Company's payments in its own account and Service Provider shall not, either at its own or on behalf of the Company, offer, give or promise any part of such payments, directly or indirectly, to any government official, political party, or official thereof, or to any candidate for political office.

6. OBLIGATIONS OF THE COMPANY

- 6.1. The Company shall ensure full and timely payments for the Services provided under this Agreement, subject to statutory deductions.
- 6.2. The Services to be provided under this Agreement are for the exclusive use of the Company and/or its Affiliates and shall not be sub-contracted or used by or for the benefit of any third party, without the prior written consent of Service Provider.
- 6.3. The Company will not require any of Service Provider's Service Team deployed under this Agreement to carry out any other duties or functions other than those provided under this Agreement, without the prior written consent of Service Provider.
- 6.4. The Company shall provide storage place for keeping the cleaning materials, tools, equipment and amenities like locker facility, drinking water, refreshments (tea/coffee), toilet etc., to the the Service Team.

7. SERVICE FEES

- 7.1. In consideration for the Services provided by the Service Provider from the Effective Date, the Company shall pay to the Service Provider, fees on a monthly basis, as per the invoices raised by the Service Provider ('Service Fees') along with applicable Taxes. After every one year from the Execution Date, the Service Fees shall be subject to an escalation at a rate of 5% per annum or such other rate as mutually agreed between the Parties.
- 7.2. It is agreed between the Parties that the payment of Service Fees shall happen at arm's length basis as per the Applicable Laws.
- 7.3. The Service Fees to the Service Provider shall be subject to deductions of applicable Taxes, any unpaid or outstanding statutory dues such as P.F, E.S.I. insurance premium and others as per the Applicable Laws. The Service Fees shall not be subject to any lien and shall be free from any set-off and counterclaim.
- 7.4. The Company shall reimburse the Service Provider for any costs and expenses incurred by the Service Provider whilst providing any services that are not in scope of the Service Provider under this Agreement.
- 7.5. The Service Provider shall raise an invoice towards its Service Fee every month which shall be paid within 5 (Five) days of the receipt of invoice by the Company from the Service Provider. The payment shall be made through RTGS/ NEFT or cheque in favour of the Service Provider, or any other manner as specified by the Service Provider. The bank details of the Service Provider are mentioned below:



Bank Name	Axis Bank
Bank Branch	Jubilee Hills
Bank Address	No. 19, H No 8/2/293/82/J/3/19, 3, Rd Number 71, Opposite BVBP School, Jubilee Hills, Hyderabad, Telangana 500034
Bank Account No	921020057513814 922020003393711
IFSC Code	UTIB0000030

- 7.6. If the payment is not made by the Company within the period mentioned in Clause 7.5 above, the Service Provider reserves the right to charge interest at the rate of 12% per annum for the due payment, until receipt of the payment along with the interest accrued therein.
- 7.7. The Service Provider shall provide the basis of charges to the Company on a monthly basis.
- 7.8. In the event the default continues to occur for a period of 2 months, the Service Provider shall retain a right to terminate this Agreement by giving a 7 days' notice.

8. TERM AND TERMINATION

- 8.1. This Agreement shall be in effect from the Effective Date unless the Parties agree to terminate this Agreement by mutual consent and have agreed thereto in writing.
- 8.2. The Party terminating this Agreement shall provide a 30 (Thirty) day prior notice to the non-terminating Party. Only upon acceptance of the termination notice by the non-terminating Party, the Agreement shall stand terminated.
- 8.3. It is agreed between the Parties that this Agreement cannot be terminated unilaterally by an individual Party.
- 8.4. Termination for cause: Notwithstanding any other provision of this Agreement, should Service Provider fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, the Company shall provide a notice to the Service Provider ('**Notice**') to rectify the default within a period of 30 days from the Notice ('**Rectification Period**'). In the event the Service Provider fails to rectify the default within the rectification Period, the Company may immediately terminate this Agreement by giving the Service Provider written notice of such termination, stating the reason for termination along with reasonable supporting.
- 8.5. Upon termination of this Agreement, all the obligations of the Parties hereunder shall stand terminated, except that termination shall not affect a Party's accrued rights and/or obligations and/or liabilities, as the case may be, as at the date of termination.
- 8.6. Upon termination, the Company shall, within 7 (Seven) days, pay to the Service Provider all outstanding invoices and accrued and unpaid Service Fees along with interest as applicable and any other expenses and costs payable under this Agreement.

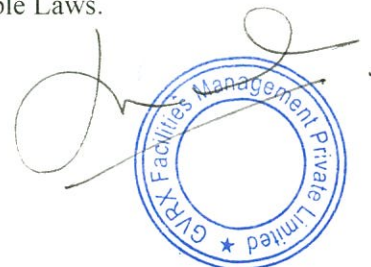
Milind Bani


[Signature]


9. REPRESENTATIONS AND WARRANTIES BY SERVICE PROVIDER

The Service Provider represents and warrants to the Company that:

- 9.1. The Service Provider is duly organized and validly existing under the laws of India. The Service Provider has full power and authority to enter into and comply with its respective obligations under this Agreement. The execution and delivery of this Agreement and the performance of the obligations of the Service Provider as set out under this Agreement shall constitute valid and legally binding obligations of the Service Provider, enforceable against the Service Provider in accordance with the terms hereof.
- 9.2. The Services shall be performed as per industry standard, professionalism, skill and in accordance with instructions, standards, specifications, and time frames as provided by the Company.
- 9.3. The Services shall be performed in such manner as to not adversely affect the reputation and goodwill of the Company. Any short payment and/ or nonpayment of statutory contributions in respect of the Service Team noticed during the course of the Agreement shall be made good by the Service Provider, and the Company reserves its right to deduct any such amount equivalent to such short payment from the payables to the Service Provider, in case of failure on part of the Service Provider to make good the default.
- 9.4. The Service Provider confirms that, as on the Effective Date, there are no defaults or event of defaults under any contracts which could prevent, delay, or affect the performance of the Services under this Agreement. The Service Provider shall endeavor to work within the operating budget agreed to with the Company. Any amount exceeding the budget shall be considered as time deposit and shall be repayable by service provider on demand with interest at bank rate from the date of disbursement up to the date of repayment.
- 9.5. The execution, delivery and performance of this Agreement by the Service Provider do not (a) constitute a breach or violation of any Applicable Laws or governmental order; or (b) result in creation of any lien, claim, charge or encumbrance on the Company or the Service Provider; or (c) result in violation or breach of, conflict with or constitute a default under any of the terms, conditions or provisions of, any agreement, instrument or obligation to which the Service Provider is a party.
- 9.6. There are no claims, investigations or proceedings before any court, tribunal or governmental authority, body, or agency in progress or, pending against the Service Provider which could delay the performance of the Services under this Agreement and/ or reasonably be expected to prevent the Company from fulfilling its obligations as set out in this Agreement or arising from this Agreement.
- 9.7. The Service Provider shall follow all Applicable Laws relating to labour and employment in relation to provident funds, pension, gratuity, maternity benefit, leave encashment, employee insurance, voluntary retirement and shall not engage in any unfair labour practices and there are no pending complaints, proceedings or claims by any current or former Employees or governmental authority relating to such violation of any such Applicable Laws.



- 9.8. The Service Provider shall not use any Intellectual Property Rights of the Company without prior written consent of the Company and per the terms of this Agreement.
- 9.9. The Service Provider shall follow all Applicable Laws and policies relating to privacy, data security and the management and use of personal information.
- 9.10. No bankruptcy or insolvency order has been issued against the Service Provider. No liquidator, provisional liquidator, receiver, or an administrative receiver has been appointed and the Service Provider has not received written intimation of any proceedings that may have been filed under which such a person might be appointed.
- 9.11. The Service Provider shall provide a written intimation to the Company prior to any merger, acquisition, de-merger, consolidation, reorganization, dissolution or reconstitution, scheme of arrangement or amalgamation or reconstruction or dissolution or reconstitution during the term of this Agreement.

10. REPRESENTATIONS AND WARRANTIES BY THE COMPANY

The Company hereby represent and warrant to the Service Provider that:

- 10.1. It has the power and authority to enter into this Agreement on the terms and conditions set out in this Agreement and to observe and perform their respective obligations under this Agreement.
- 10.2. This Agreement constitutes valid, legal and binding obligations on the Parties.
- 10.3. It is not in default under any material agreements entered by it with any other party as on the Effective Date, the consequences of which default may, or likely to, have a material adverse effect on the Service Provider.
- 10.4. No litigation, arbitration or administrative proceedings are presently existing or pending or, to its knowledge, threatened, against the Company, the consequences of which proceedings may, or likely to, have a material adverse effect on the Service Provider.

11. CONFIDENTIALITY

No Party shall disclose any information exchanged between the Parties under this Agreement or during discussions in connection with this Agreement. Each Party shall keep strictly confidential any information obtained in relation to any Party's business, operations, financial conditions, assets or affairs, plans, policies, employees, vendors or any communications with the government authorities, except as required under any Applicable Laws or any regulatory or governmental authority; or which was lawfully in possession of the Party or any of its agents or representatives without any obligation of secrecy prior to it being received or held; or which has previously become publicly available other than through that Party's fault.

12. INDEMNITY

- 12.1. The defaulting Party ('**Indemnifying Party**') shall indemnify and defend the other Party, its officers, employees, directors, representatives and agents ('**Indemnified Party**') and hold each



of them harmless from and against, and shall pay and reimburse each of them from, any loss, cost, claims, expenses, damages, demands and liabilities incurred or sustained by, or imposed upon, Indemnified Party arising out of, with respect to or by reason of:

- a. Any misrepresentation, inaccuracy in or breach of any of the representations or warranties of the Indemnifying Party under this Agreement.
 - b. Any claim or proceeding by any third party against the Indemnified Party arising out of any act, deed or omission by the Indemnifying Party or arising out of this Agreement.
 - c. Breach or non-fulfilment of any covenant or obligation to be performed by Indemnifying Party pursuant to this Agreement.
 - d. Breach or default of any covenant or obligation to be performed by the Indemnifying Party under any Applicable Laws including any such breach committed by any of its personnel during the course of employment.
 - e. any fraud, negligence and wilful misconduct on the part of the Indemnifying Party.
 - f. any loss, injury, or death suffered by the members of the Service Team during the course of performance of the Services.
- 12.2. The Indemnified Party shall give notice of not less than 30 (Thirty) days to the Indemnifying Party of any claim, specifying in reasonable detail the factual basis for the claim, the amount thereof, estimated in good faith, all with reasonable particularity and containing a reference to the provisions of this Agreement in respect of which such claim shall have occurred. The Indemnifying Party shall upon receipt of the claim notice from Indemnified Party, at its costs and expense, assume the defence and conduct of proceedings with respect to such claim, by provision of a notice, in writing, in this regard to the Indemnified Party within 30 (Thirty) Business Days from the date of the receipt of claim from Indemnified Party.
- 12.3. The indemnification rights of the Indemnified Party as mentioned herein are independent of, and in addition to, such rights and remedies as the Indemnified Party may have at law or in equity or otherwise for any misrepresentations, breach of warranty or failure to fulfill any agreement or covenant hereunder on the part of the Indemnified Party hereto, including the right to seek specific performance, rescission, or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

13. LIMITATION OF LIABILITY

- 13.1. Neither Party shall be liable for consequential, incidental, punitive, special, exemplary or indirect damages or expenses (including, without limitation, lost profits or other economic loss, lost reimbursements, lost data, or lost savings), even if such Party was advised of the possibility of the occurrence of such damages.
- 13.2. In no event shall the Service Provider's liability at any point in time, exceed an amount equivalent to Service Fee immediately preceding 2 months.



14. DISPUTE RESOLUTION

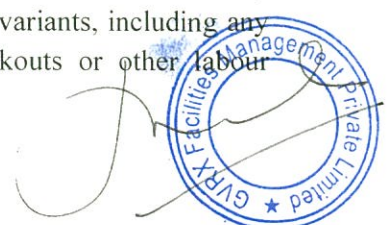
- 14.1. If any dispute arises amongst the Parties hereto out of or in connection with this Agreement, whether during the subsistence of this Agreement or thereafter, including any question regarding its existence, validity, termination, interpretation, implementation or alleged breach of any provision of this Agreement, the Parties shall endeavour to settle such dispute amicably.
- 14.2. It is hereby agreed that in the event the Parties fail to resolve a dispute or claim amicably, such dispute or claim shall be finally referred to arbitration of a sole arbitrator to be appointed by the lender. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and any amendment/ modification thereof.
- 14.3. All arbitration proceedings shall be conducted in the English language and the place of arbitration shall be Hyderabad. The arbitration award shall be final and binding on the Parties and the Parties agree to be bound thereby and to act accordingly. The Parties shall continue to perform such of their respective obligations under this Agreement that do not relate to the subject matter of the dispute, without prejudice to the final determination in accordance with the provisions under this Clause.
- 14.4. The costs and expenses of the arbitration shall be borne by each Party and each Party shall pay its own fees, disbursements and other charges of its counsels and the arbitrator thereby nominated, except as may be otherwise determined by the arbitrator.

15. GOVERNING LAW & JURISDICTION

This Agreement shall be governed by and construed in all respects in accordance with the laws of India and, subject to the dispute resolution mechanism mentioned above, the Courts at Hyderabad shall have exclusive jurisdiction in any and all matters arising out of or in relation to this Agreement.

16. FORCE MAJEURE

- 16.1. None of the Parties shall be liable or responsible for any failure to perform or delay in performance of their respective obligations under this Agreement, if such, failure or delay is attributable to or arises out of any Force Majeure event, provided that notice of occurrence of any Force Majeure event is given by the party claiming Force Majeure to the other party within a period of two days of such occurrence and such notice includes reasonably satisfactory evidence of the Force Majeure event and the obligation/s the performance of which could be delayed or prevented thereby, to the extent that the Force Majeure event is not within the reasonable control of the Party whose performance under this Agreement is affected thereby.
- 16.2. For the purpose of this Agreement, "Force Majeure" shall mean and include any of the following events: war, hostilities, acts of the public enemy or belligerents, sabotage, blockage, revolution, insurrection, riot, or disorder; expropriation, requisition, confiscation or nationalization; act of God; fire, frost, earthquake, storm, lightning, or to government taking over whether or not by formal requisition; epidemic, pandemic (except Covid 19 and any of its variants, including any future variants), quarantine, strikes or combination of workmen, lockouts or other labour



disturbances; explosion, accidents by fire or otherwise to plants; storage facilities, installations, machinery, or to transportation, change in law or regulation which adversely affect the interest of parties or distribution facilities or equipment, order or directions of the courts/government/statutory authorities etc.

- 16.3. The Parties shall exercise reasonable diligence to resume normal performance of this Agreement after the occurrence of an event of Force Majeure. Prior to resumption of normal performance, the Parties shall continue to perform their obligations under this Agreement to the extent not prevented by such event of Force Majeure.
- 16.4. For all matters affected by an event of Force Majeure, the Parties shall consult with a view to ending the Force Majeure and to mitigating the effects thereof during the period of Force Majeure.

17. MISCELLANEOUS

- 17.1. **Modification:** This Agreement may be modified or amended only by an instrument in writing duly executed by or on behalf of each of the Parties.
- 17.2. **Entire Agreement:** This Agreement constitutes the entire understanding and agreement among the Parties about the subject matter hereof and supersedes any prior oral or written agreement, letter, representation, understanding, arrangement, communication or expression of intent.
- 17.3. **Notices:** All notices, demands or other communications shall be in writing and shall be deemed to have been received a) when personally delivered, delivered by facsimile or delivered by other telecommunication mechanism, including electronic mail (provided there is no error or failure in transmission), (b) the next day, if sent by recognized overnight courier, or (c) 3 (three) days after registered post, properly addressed and return receipt requested, in each case to the applicable address set forth below:

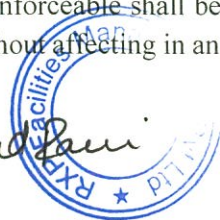
- a. In the case of notice to **Company:**

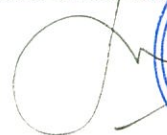
Address	5-4-187/ 3&4, Soham Mansion, 2nd Floor, M.G. Road, Secunderabad, Hyderabad, Telangana – 500003
Attention	Mr. Soham Modi
Telephone	+91 98493 49373
Email	sohammodi@modiproperties.com

- b. In the case of notices to **Service Provider:**

Address	Sy. No. 403/1 (Old), 120 (New), 4 th Floor, Niharika Jubilee One, Road No.1, Jubilee Hills, Hyderabad, TG – 500033
Attention	Mr. Milind Ravi
Telephone	+91 91005 92850
Email	milind@rxpropellant.in

- 17.4. **Severability:** Any provision of this Agreement which is held to be illegal, invalid or unenforceable shall be ineffective to the extent of such illegality, invalidity or unenforceability, without affecting in any way the remaining provisions hereof which shall remain in full force and




effect to the maximum extent permitted by applicable law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

- 17.5. **Expenses:** Each party shall bear its own costs and expenses, including legal, accounting and other fees in respect of this Agreement and its implementation.
- 17.6. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the Parties and their permitted assigns. No Party may assign this Agreement (in whole or in part), transfer or declare a trust of, in any manner whatsoever, its rights and obligations under this Agreement without the prior written consent of the other Parties.
- 17.7. **Further Assurance:** Each Party shall from time to time and at all times hereafter make, do and execute, or cause to be made, done and executed such further acts, deeds, conveyances, consents, documents and assurances without further consideration, which may be required to give effect to the transactions contemplated by this Agreement.
- 17.8. **Waiver and Remedies:** No failure or delay by a Party in exercising any right or remedy provided by law or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. The rights and remedies of the Parties under or pursuant to this Agreement are cumulative and are in addition to its rights and remedies under applicable law or in equity.
- 17.9. **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which together shall constitute one and the same instrument.

WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

SIGNED SEALED AND DELIVERED BY:

For and on behalf of GVRX Facilities Management Private Limited  Name: Designation:	For and on behalf of RXP Facilities Management Private Limited  Name: MILIND KAVI Designation: AUTHORISED SIGNATORY
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