



LETTER OF INTENT

Date:

To,

BUILDMYINFRA PRIVATE LIMITE

First Floor Front Portion, SCO.No-63

Sector 23A District Shopping Centre

Gurgaon, Haryana, 122017

We, -----, hereby offer services to BUILDMYINFRA PRIVATE LIMITED pertaining to ELECTRICAL/CCTV /NETWORKING/FIRE/FEBRICATION/CIVIL setup in the manner as mentioned in this Letter of Intent ("LOI").

This LOI is binding in nature; however, the terms stated herein are non-exhaustive. The obligations contained herein are binding on the Parties until a Definitive Agreement has been signed by the Parties. This LOI shall not be altered, modified or supplemented except through a written document signed by the Parties. The terms of this LOI shall however be superseded by the terms of the Definitive Agreement as and when signed between the Parties

1	PARTIES:	<p>BUILDMYINFRA PRIVATE LIMITED, a company registered under the Companies Act, 2013 and having its registered office at First Floor Front Portion, SCO.No-63, Sector 23A District Shopping Centre, Gurgaon, Haryana, 122017 (hereinafter referred to as "BMI")</p> <p>----- ----- -----</p> <p>("Service Provider");</p> <p>BMI and Service Provider are herein referred to individually as "Party" and collectively as "Parties"</p>
2	SCOPE OF SERVICES	<p>Scope: Service Provider shall provide infrastructure design, set up and maintenance Services to BMI on PAN India basis. Services to be provided include (but may not be limited to):</p> <ul style="list-style-type: none"> • Supply and Installation of Electrical fittings & components • Supply and Installation of CCTV • Supply and Installation of IT networking set up • Supply and Installation of IT Infrastructure • Supply and Installation of other things related to infrastructure like



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		<p>Pallets, bins, Fire extinguishers, etc. as per the requirements.</p> <p>Locations: PAN INDIA</p> <p>Timelines: Service Provider shall execute and finish the work as mentioned in Scope above as per the timeline and design/layout mutually agreed between the Parties .</p> <p>Service Provider will resolve day to day problem in 24 working hours once issue has been raised timely and if Service Provider is paid for maintenance services</p>
3	TERM	<ul style="list-style-type: none"> The Term of the this LOI shall be for _____ starting from _ Feb 2019.
4	PAYMENT TERMS:	<ul style="list-style-type: none"> Supply and installation work: <ul style="list-style-type: none"> Payments shall be made in 60 days after submitting the invoice with completion certificate of Services as mentioned in this LOI. A Goods and Service Tax ("GST") compliant invoice shall be submitted by the Service Provider on every 1st working day of the month for previous month billing and BMI shall make the payment against the said invoice within 30 working days of receipt of the invoice.. The payment will be subject to tax deduction at source ("TDS") in accordance with the provisions of the Income-tax Act, 1961 Service Provider undertakes to make timely deposition of GST amount collected from BMI in accordance with the provisions of the relevant GST laws. Further, Service Provider undertakes to make timely and correct reporting of invoices issued to BMI in relevant GST returns to be filed by Service Provider in accordance with the provisions of the relevant GST laws. A certificate to this effect shall be provided by Service Provider to BMI on monthly/ quarterly basis, as the case may be. Service Provider shall indemnify and hold harmless BMI (including its directors and employees) to the full extent against any claims, liabilities, costs and expenses (including but not limited to tax, interest and penalty) brought against, paid or incurred by BMI (including its directors and employees) at any time and in any way arising out of or relating to non-payment or delayed payment of aforementioned GST liability by Service Provider and/ or non-reporting or incorrect reporting of invoices issued to BMI in relevant GST returns to be filed by Service Provider,
5	COMMERCIALS	<ul style="list-style-type: none"> As per Annexure 1 The rates mentioned in Annexure-1 are exclusive of GST
6	CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS	<ul style="list-style-type: none"> Confidentiality <p>Service Provider undertakes not to use or disclose any financial information, trade secrets, customer lists or any other information which it may from time to time receive or obtain (orally or in writing or in disc or electronic form) as a result of entering into or performing its obligations pursuant to this LOI</p>

		<p>or otherwise relating to BMI which is not in public domain.</p> <ul style="list-style-type: none"> Intellectual Property Rights <p>Neither this LOI, nor each Party's performance or consideration hereunder, will allot or be construed to convey any ownership interest in or rights to the intellectual property rights to the Service Provider. All intellectual property rights that are owned or controlled by BMI at the commencement of this LOI shall remain under the ownership or control of BMI throughout the term of this LOI and thereafter.</p>
7	LIMITATION OF LIABILITY:	<ul style="list-style-type: none"> In no event shall either Party be liable to the other for any special, exemplary, indirect, incidental, consequential, punitive or for any damages arising out of or in connection with this LOI, whether or not the Party has been advised of the possibility of such damages, except for breach of confidentiality obligations or infringement of intellectual property rights. The maximum aggregate liability of Service Provider shall not exceed the total fee paid by BMI preceding the claim.
8	TERMINATION:	<p>This LOI may be terminated by either Party in the following events:</p> <ul style="list-style-type: none"> The other Party commits a breach of any obligation of this LOI and fails to rectify the breach within thirty (30) days of receiving a written notice from the other Party; The other Party goes into liquidation or ceases to carry on its business; Both parties may terminate this LOI at any point of time with mutual consent by serving 30 day's prior notice to other party.
9	MISCELLANEOUS	<ul style="list-style-type: none"> All employees, workers and contractors, engaged by the Service Provider, for providing services for the above said works, shall be in sole employment of the Service Provider. The Service Provider undertakes to comply with all the provisions of the applicable laws with regard to such employees, workers and contractors engaged by it. The Service Provider shall be solely be responsible for their appointment, payment of their salaries/wages, insurances, statutory payments, termination of employment, retrenchment and like and shall keep and hold BMI harmless and indemnified at all times during the term of this LOI and any renewals thereof, in that regard. <p>The Service Provider shall ensure the efficiency of the service and good moral conduct of its personnel/workers/employees.</p>
10	OTHER COVENANTS	<p>The Service Provider shall not, directly or indirectly, canvass, solicit, work, interfere with or approach in any manner BMI's clients or work sites either through itself or any of its subsidiaries or affiliates during the course of engagement with BMI or at any time within 2 years thereafter.</p>

		<p>If any such instance comes to the notice of BMI, then it will tantamount to breach of this LOI and Service Provider shall be liable to compensate BMI and pay an amount of INR 10,000,000 (INR One Crore) as compensation along with applicable taxes</p> <p>This provision shall survive the termination of this LOI for any reason whatsoever.</p>
11	DISPUTE RESOLUTION	The terms of this LOI shall be construed according to laws prevailing in India and any dispute arising under this LOI shall be subject to exclusive jurisdiction of courts in Haryana, India.
Agreed by: Contract Signing Authority		For BuildmyInfra Pvt. Ltd. Name: K L Bansal Designation: Director
		For _____ Name: Mr. Designation:

Annexure 1

SUPPLY & INSTALLATION: