

M/S NAVYA INFRA TECH



- ✓ Company Brief
- ✓ Reasons to avail M/s Navya Infratech?
- ✓ Description of Services M/s Navya Infratech can provide?
- ✓ Presence & Credentials
- ✓ Machinery and Equipment
- ✓ Bank Detail
- ✓ REGISTRATION OF PREVAILING LAWS, ACTS, RULES
- ✓ Contact US

M/S NAVYA INFRATECH



- ✓ M/S NAVYA INFRA TECH has a rich and successful experience professional history with interests in Civil work, Power, Electrical Division, Distribution Network by Providing the products and services.
- ✓ We are already into Operation and Maintenance assignments of some industry majors Like VTL, Kei Ltd., TCPL, Reliance JIO, Simplex Ltd. NKG Infrastructures Ltd., HFCL Raunak EPC Ltd., M.V. Omni Projects (INDIA) Ltd. Beetel.
- ✓ Offices in Aligarh.
- ✓ Diversification into Power, Transmission, Sub-Station Structures etc.
- ✓ Believe in Transparency, Timeliness in delivery, Quality and Customer Satisfaction.

M/S NAVYA INFRATECH



Turn Key Project Experience & expertise in

- Engineering, Procurement & Construction (EPC)
- Total Service Provider (TSP)
- Project Management
- Planning & Engineering (BOM Finalization)
- Civil Construction
- Electrical works
- Designs, Drawing & Consulting
- Transportations of Materials
- O & M

SERVICES



M/S NAVYA INFRA TECH

Electrical Contracting

➤ We carry out all types of domestic and commercial installation work including the following:

1. Switchgear Installations.
2. Lighting Systems.
3. Industrial and Commercial Refurbishments and re-wires.
4. CCTV/Security Cameras.




SERVICES



Electrical Services

- 
- ✓ Electrical Installations & Commissioning in LT, HT & EHV up to 66 K.V.
 - ✓ Electrical Distribution
 - ✓ Electrical Testing.
 - ✓ Lighting
 - ✓ Control Systems

Civil Construction Work

- 
- ✓ Laying, Testing and Commissioning of RCC pipes of different Sizes.
 - ✓ Brick work construction
 - ✓ Concrete foundation work.
 - ✓ Excavation of earth work

Other Work

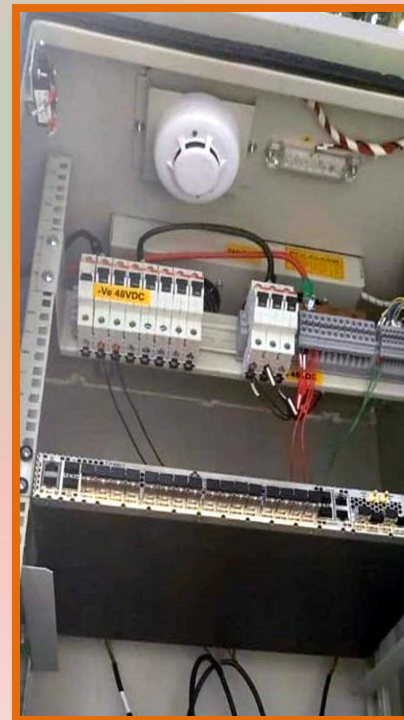
- 
- ✓ FTTH Work
 - ✓ Underground Fiber Work
 - ✓ Sewer Work
 - ✓ Gas Work

M/S NAVYA INFRA TECH



**OUR WORKING FROM
BEETEL TELECOM LTD.**

OLT Installation Work



M/S NAVYA INFRATECH



OUR WORKING FROM HFCL (Reliance JIO)

***UNDERGROUND Duct (FTTH)
Over Head Fibber Work
Installation***



M/S NAVYA INFRA TECH



**OUR WORKING FROM KALPATRU
PROJECTS INTERNATIONAL LTD.**

***JMC Work, Pump House, Pipe
Line, Water Tank, Boundry wall,
Installation Work***



M/S NAVYA INFRATECH



- ✓ Our Working From TCPL Ltd.
- ✓ Our Working From Simplex Ltd.
- ✓ Our Working From NKG Infrastructure ltd.
- ✓ Our Working From Raunak EPC ltd.
- ✓ Our Working From M.V. Omni projects (India) ltd.



SERVICES

MACHINERY & EQUIPMENT



- ✓ HDD machine 32 Tone
- ✓ Rented 2 No.
- ✓ Splice Machine Single Fiber 1 No.
- ✓ Ribbon Fiber 1 No.
- ✓ Blowing Machine with Compressor 2 No.
- ✓ Welding machine 1 No.
- ✓ Pipe Jointing Equipments 2 No.
- ✓ Electrical Cable testing Equipment 1 No.
- ✓ OTDR, LSPM 3 No.
- ✓ JCB Rented 3 No.
- ✓ Hydra Rented 1 No.



Details of Bank Account (For Direct Bank Transfer Purposes)

BANK NAME

CANARA BANK

ACCOUNT NO

120024965844

IFSC CODE

CNRB000133

ADDRESS

DHANIPUR ALIGARH (202001)



REGISTRATION OF PREVAILING LAWS, ACTS, RULES

G.S.T. NO

09DWIPP1693B1ZB

PAN NUMBER

DWIPP1693B

UDDAM NUMBER

UDYAM-UP-02-0046572

AADHAR NO

897640163149



REGISTRATION OF PREVAILING LAWS, ACTS, RULES

**Asadpur Kayam, Nagla Devi, Mithilapuri,
Aligarh-202002**

Pankaj Pundhir

6396497882, 8439597882

pundhirpankaj83@gmail.com

OFFICE ADD.

Contact Person

Contact Number

Email-Id



Government of India

Form GST REG-06

[See Rule 10(1)]

Registration Certificate

Registration Number : 09DWIPP1693B1ZB

1.	Legal Name	PANKAJ PUNDHIR			
2.	Trade Name, if any	M/S NAVYA INFRATECH			
3.	Additional trade names, if any				
4.	Constitution of Business	Proprietorship			
5.	Address of Principal Place of Business	Asadpur Kayam, Nagla Devi, Mithilapuri, Aligarh, Aligarh, Uttar Pradesh, 202002			
6.	Date of Liability	20/09/2023			
7.	Period of Validity	From	20/09/2023	To	Not Applicable
8.	Type of Registration	Regular			
9.	Particulars of Approving	Uttar Pradesh			
Signature		Signature Not Verified Digitally signed by DS GOODS AND SERVICES TAX NETWORK 07 Date: 2023.09.22 17:45:50 IST			
Name		Anubhav Upmanyu			
Designation		Assistant Commissioner			
Jurisdictional Office		Aligarh Sector-1			
Date of issue of Certificate		22/09/2023			
Note: The registration certificate is required to be prominently displayed at all places of business in the State.					

This is a system generated digitally signed Registration Certificate issued based on the approval of application granted on 22/09/2023 by the jurisdictional authority.



Goods and Services Tax Identification Number: 09DWIPP1693B1ZB

Details of Additional Place of Business(s)

Legal Name	PANKAJ PUNDHIR
Trade Name, if any	M/S NAVYA INFRATECH

Total Number of Additional Places of Business in the State 0

Goods and Services Tax



Goods and Services Tax Identification Number: 09DWIPP1693B1ZB

Legal Name PANKAJ PUNDHIR
Trade Name, if any M/S NAVYA INFRATECH

Details of Proprietor

1		Name	PANKAJ PUNDHIR
		Designation/Status	Proprietor
		Resident of State	Uttar Pradesh



भारत सरकार
GOVERNMENT OF INDIA



पंकज पुण्डीर

Pankaj Pundhir

जन्म तिथि/ DOB: 02/04/1999

पुरुष / MALE



8976 4016 3149

मेरा आधार, मेरी पहचान



राष्ट्रीय निहित पहचान प्रमाणिका
NATIONAL IDENTIFICATION AUTHORITY OF INDIA

पता:

आत्मज: दामोदर सिंह,
असदपुर कयाम, अलीगढ़,
उत्तर प्रदेश - 202002

Address:

S/O: Damodar Singh, Asadpur
Kayam, Aligarh,
Uttar Pradesh - 202002

8976 4016 3149

MEERA AADHAAR, MERI PEHACHAN

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

DWIPP1693B

नाम/ Name
PANKAJ PUNDHIR

पिता का नाम/ Father's Name
DAMODAR PUNDHIR

जन्म की तारीख/ Date of Birth
02/04/1999

Pankaj
हस्ताक्षर/ Signature



11072017



भारत सरकार
Government of India
सूक्ष्म, लघु एवं मध्यम उद्यम मंत्रालय
Ministry of Micro, Small and Medium Enterprises



UDYAM REGISTRATION CERTIFICATE

UDYAM REGISTRATION NUMBER

UDYAM-UP-02-0046572

NAME OF ENTERPRISE

M/S NAVYA INFRATECH

TYPE OF ENTERPRISE *

SNo.	Classification Year	Enterprise Type	Classification Date
1	2023-24	Micro	25/09/2023

MAJOR ACTIVITY

TRADING
[For availing benefits of Priority Sector Lending(PSL) ONLY]

SOCIAL CATEGORY OF
ENTREPRENEUR

GENERAL

NAME OF UNIT(S)

S.No.	Name of Unit(s)
1	M/s Navya Infratech

OFFICAL ADDRESS OF ENTERPRISE

Flat/Door/Block No.	Asadpur Kayam	Name of Premises/ Building	Nagla Devi
Village/Town	Mithilapuri	Block	Dhanipur
Road/Street/Lane	Quarshi By Pass Road	City	Aligarh
State	UTTAR PRADESH	District	ALIGARH , Pin 202002
Mobile	6396497882	Email:	navyainfratech@gmail.com

DATE OF INCORPORATION /
REGISTRATION OF ENTERPRISE

20/09/2023

**DATE OF COMMENCEMENT OF
PRODUCTION/BUSINESS**

20/09/2023

**NATIONAL INDUSTRY
CLASSIFICATION CODE(S)**

SNo.	NIC 2 Digit	NIC 4 Digit	NIC 5 Digit	Activity
1	61 - Telecommunications	6190 - Other telecommunications activities	61900 - Other telecommunications activities	Services

DATE OF UDYAM REGISTRATION

25/09/2023

* In case of graduation (upward/reverse) of status of an enterprise, the benefit of the Government Schemes will be availed as per the provisions of Notification No. S.O. 2119(E) dated 26.06.2020 issued by the M/o MSME.

Disclaimer: This is computer generated statement, no signature required. Printed from <https://udyamregistration.gov.in> & Date of printing:- 25/09/2023

For any assistance, you may contact:

1. District Industries Centre: ALIGARH (UTTAR PRADESH)

2. MSME-DFO: AGRA (UTTAR PRADESH)

Visit : www.msme.gov.in ; www.dcmsme.gov.in ; www.champions.gov.in



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**BE A
CHAMPION**
with the
Ministry of
MSME

BEETEL TELETECH LIMITED
(Erstwhile Brightstar Telecommunications India Ltd.)
(An ISO-9001:2015 company)
C/o Alexis Global Pvt. Ltd.,
Angle Complex, F-3 Building No.17 to 29
Village Pimplas, Opp. Bhumi World Logist
Mumbai Nashik Highway, Bhiwandi -421311
Maharashtra



Purchase Order

Phone :+91-124-4146130
Fax No :+91-124-4823500

Vendor Code :602672	Purchase Order No : 5900018366
Supplier Name :M/S Navya Infratech	Purchase Order Date : 27.11.2023
Address :Asadpur Kayam, Nagla Devi, Mithilap, 202002	Revision No : 9323777
State :Uttar Pradesh	Revision date : 27.11.2023
GSTIN ID :09DWIPP1693B1ZB	State : Maharashtra
PAN Number :DWIPP1693B	GSTIN ID : 27AABCB3989M1Z3
Bill To Address :BEETEL TELETECH LIMITED., (Erstwhile Brightstar Telecommunications India Ltd.) C/o Alexis Global Pvt. Ltd., Angle Complex, F-3 Building No.17 to 29 Village Pimplas, Opp. Bhumi World Logist Mumbai Nashik Highway, Bhiwandi -421311 Maharashtra	PAN Number : AABCB3989M Ship To Address : Bharti Airtel Limited C/O NWCC India limited, Goodluck Warehouse Complex, Khasra no:146,147,148,150 and153,Village Reliance Road, Jindal Nagar, Ghaziabad 201012 Uttar Pradesh India

								IGST				Total Amount
Item NO.	Material Description	HSN/SAC Code	Quantity	UOM	Unit Price	Delivery Date	Amount	Rate	Amount	Rate	Amount	
1	F207-0001-MSR TNL004773 OLT INSTALL AND COMMISSIONING	995461	5.000	NOS	5,000.00	30.11.2023	25,000.00	18.000	4,500.00	0.000	0.00	29,500.00
2	F207-0002-M00 TNL003647 GI PIPE 25 MM WITH COUPLER	73089090	15.000	NOS	70.00	30.11.2023	1,050.00	18.000	189.00	0.000	0.00	1,239.00
Total Qty			20.000						Total Value(WITH GST tax)		30,739.00	

PO Values(In Words) : THIRTY THOUSAND SEVEN HUNDRED THIRTY NINE RUPEES ONLY

Terms and Conditions

Currency : INR	Incoterms/Price Basic : FOR DISTINATION
Payment Terms : 30 days credit	Bank Address : IDBI0000240
Ship Method :	Insurance :

BEETEL TELETECH LIMITED.,
(Erstwhile Brightstar Telecommunications India Ltd.)
(An ISO-9001:2015 company)
C/o Alexis Global Pvt. Ltd.,
Angle Complex, F-3 Building No.17 to 29
Village Pimplas, Opp. Bhumi World Logist
Mumbai Nashik Highway, Bhiwandi -421311
Maharashtra



Purchase Order

Phone :+91-124-4146130
Fax No :+91-124-4823500

Special Instructions: Partner Name Bharti Airtel
Payment Term 30 days after receipt of Material or
Services and Invoice
Circle : UPW
Special Remark PO governed as per annexure attachwed

FOR BEETEL TELETECH LIMITED.

Authorised Signatory

Notes

Special Instructions:

- 1. Invoice and Shipping document to be sent to ship to address mentioned and one copy to warehouse.
- 2. Material will not be accepted unless PO No, Part No and Date is mentioned on the bill.
- 3. Kindly send your PAN No. and request letter along with the bill, in absence of which no payment would be made.
- 4. This order is subject to general terms and conditions, special terms and condition or any other instructions attached herewith unless otherwise modified.
- 5. Please return a copy of this order duly signed and stamped by you as a token of acceptance of this order with all terms and conditions.
- 6. For any correspondence please mention the PO number for reference.
- 7. Please share one invoice copy on mail ID : APBEETEL@beetel.in as well.

General Terms & Conditions

1.Prices and Delivery Schedule

- a) The confirmation of this purchase order shall be in writing within 7(seven) days of the date on the order. If the purchase order is not accepted within 7(seven) days, Beetel Teletech Ltd. (hereinafter called "Company") shall be at liberty to cancel the same without incurring any liability whatsoever.
- b) The Company shall not be liable and/or responsible for any purchase order placed by unauthorized persons of Company.
- c) Prices, terms and conditions mentioned on the Purchase order will be taken as firm and cannot be changed, altered or modified during the period of contract. After the acceptance of the Purchase Order, no changes shall be made without an order amendment. Any modifications of these terms and conditions must be in writing and with mutual consent.
- d) It is clearly understood between the parties that time of delivery ofthe product is the essence of this order. Therefore, all the material ofthis order should be supplied as per the directions specified on the order within the time specified therein, or as communicated by Purchase department by sepearate delivery schedule. The non-delivery of the product at the specified time shall be construed as the breach of material obligation by the supplier.
- e) The Supplier shall inform to company at the earliest, of the likelihood of any event or circumstances which may render it difficult for the supplier to fulfill the commitments under this order. The Supplier shall also inform the specific steps being taken by it to contain the problem as also the timeframe within which it would be able to overcome the problem. Such intimation shall not however, absolve Supplier towards its obligation stated in this order.
- f) If the order is not executed within the specified period,it may be treated as cancelled. In such an event, the company may buy such material from the open market for keeping the company's target delivery in time. The Supplier shall make good the loss or damages suffered by the Company.
- g) The company reserves the right to have their representative monitor supplier's production process, testing facilities, access to workshops where the ordered components are being produced and to inspect the ordered components in its premises.
- h) In case of conflict between the terms of this Order or the Basic Purchase Agreement or Rate Contract as the case it may be, the terms ofthe Basic Purchase Agreement shall prevail.

2.Payments

- a) The delivery of products by the supplier to the Company will not constitute acceptance of the said products by the Company. Acceptance of the products will be completed and communicated only after inspection and satisfactory testing of the products by the Company. The risk of loss or damage to the product passes to the Company upon the acceptance of the products by the Company.
- b) The Company reserves the right to reject if further defects are noticed even if in the first instance the products have been accepted by the Company and are paid for. Company's decision about such rejections at whatever time made shall be final and binding upon the supplier.
- c) The Company reserves the right to cancel or amend the order or any part thereof for the following reasons (a) irregularities in supply (b) rejections (c) escalation in prices (d) if the supplier fails to fulfil his obligation as per the order without assigning any reason.
- d) The Company assumes no obligations to products delivered in excess of those specifically ordered. Purchase Order number should be stated on the Challan and Invoice as otherwise material will not be accepted.
- e) The invoice must be submitted in duplicate to the Company's respective office. Purchase order number, Date and Supplier's Delivery note on. must appear on the Invoice. The Invoice not fulfilling this requirement will be returned.
- f) The Excise copy of the Invoice "Duplicate copy for Transporter" must be sent along with the consignment. Payment would not be released for the Excise Duty paid amount by supplier, if this copy is not received by the Company.

3.Indemnity:

- a) Supplier shall indemnify and save harmless Company, its affiliates and their customers, officers, directors and employees(all referred to in this clause as "Company") from and against any losses, damages, liabilities, interests, fines, penalties, and expenses (including reasonable attorneys' fees and court costs) that arise out of or result from any and all claims (1) of infringement of any patent, copyright, trademark or trade secret right, or other intellectual property right, private right, or any other proprietary or personal interest, and (2) related by circumstances to the existence of this order or performance under or in contemplation of it. Such indemnification shall survive the expiration or termination of this order.

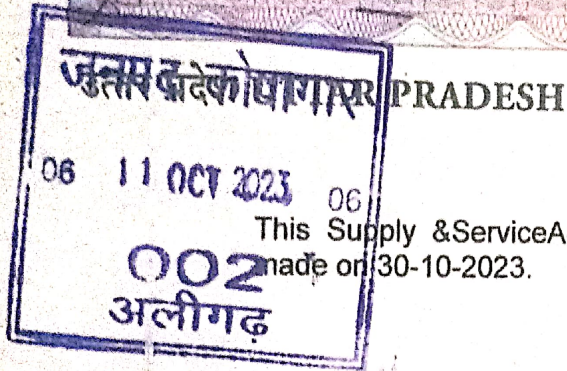
4.Damage to third person / property:

- a)The Supplier agrees to indemnify, defend and hold harmless the Company, employees, successors and assigns from and against any losses, damages, claims, fines, penalties and expenses (including reasonable attorney's fees and court costs) that arise out of or result from:(1) injuries or death to persons or damage to property in any way arising out of or caused by services performed by, or material provided by Supplier or persons furnished by Supplier; (2) assertions under Workers'Compensation or similar acts made by persons furnished by Supplier or (3) any failure of Supplier to perform its obligations under this order.

जॉय कन्सल्टेंट्स
प्रीविला सटार गेट, अफास रोड
अलीगढ़



GL 153219



SUPPLY & SERVICE AGREEMENT

This Supply & Service Agreement (hereinafter referred to as the "Agreement") is made on 30-10-2023.

BY AND BETWEEN

M/s Beetel Teletech Limited, a company incorporated under the Companies Act, 1956 and having its registered office at 1st Floor, Tower-C, Plot No. 16, Udyog Vihar Phase - IV, Gurgaon - 122 001, Haryana (hereinafter referred to as the "**Beetel**") which expression unless it is repugnant to contract meaning therein, would mean and include his successors and permitted assignee).

AND

MS NAVYA INFRATECH, a company incorporated under the Companies Act, 2013/Partnership Firm/Proprietorship Firm its registered office located at **ASADPUR KYAM DEVI NAGLA, ALIGARH** (hereinafter referred to as "**Service Provider**", which expression unless it is repugnant to contract meaning therein, would mean and include his successors and permitted assignee).

Beetel & Service Provider shall be individually and collectively referred to as "Party" and "Parties" respectively.

M/S NAVYA INFRATECH
Pankaj
Proprietor

PREAMBLE

- A. Beetel is a leading distribution and manufacturing company in India offering a wide range of innovative products in mobile accessories, fixed line telephone, enterprise solutions and IT peripherals.
- B. Service Provider has represented it can supply material, provideservices and support relating to installation, commissioning and maintenance including AMC services, etc. of telecommunications'network &equipment's on PAN India basis to perform its obligations as sub-contractor for Beetel in various projects undertaken by Beetel from its customers.
- C. This agreement supersedes all previous understanding and arrangement between the parties.
- D. The Parties mutually agree that all existing POs issued by Beetel to the Service Provider shall be construed to be issued under this Agreement. In case of any conflict between the terms of this Agreement and PO to Service Provider, the terms in the PO shall override and supersede the terms of the Agreement.
- E. The Service Provider agrees to supply material and provide services to Beetel on the terms and conditions written hereinafter.

1. SCOPE OF SERVICES

The Service Provider has represented that it can supply materials, providevarious types of services and supportrelating to installation, commissioning and maintenance including AMC services of telecommunications'networks equipment's across locations to its customers including to BeetelonPAN India basis. The scope of work to be allocated to the Service Provider along its detailed terms & conditions like but not limited to commercials, quality parameters, technical specifications, delivery obligations, warranties, etc. shall be provided in detailwitheach PO by Beetel. All POs by Beetel to Service Provider will be under this Agreement notwithstanding specific reference to this agreement in any PO. Separate SLA detailing the Scope of Supply & Service, deliverables, timelines, warranty, sign offs, invoicing, etc. for each PO may be drawn & executed between the parties. Any SLA between the parties shall be governed/construed to be governed by the terms of this Agreement. However, in case of any conflict between the terms of Agreement and any SLA, the terms of SLA shall override the terms of this Agreement.

M/s NAVYA INFRA TECH
Ran Kaj
Proprietor

2. **PAYMENT TERMS**

In consideration of supplies made & for providing services, the charges payable for supplies and services/support would be as mentioned in each PO issued by Beetel to Service Provider.

3. **GENERAL REQUIREMENT OF OPERATIONS INCLUDING MANPOWER**

- a. Service Provider should have well equipped workplace, appoint SPOC to cater the needs of Beetel & end customer's and to fulfil its obligations to Beetel under each PO.
- b. The manpower/staff to be allocated by the Service Provider for performance of its obligations under each PO should be qualified and should be fully equipped with laptops/data card console/toolkits/cables etc. as may be necessary to fulfil the obligations of the work allocated to it.
- c. The staff should be in general good behavior towards the end customer & with Beetel team and should perform the services in a workmanship manner.
- d. The Service Provider shall deliver the services with sincerity and by maintaining confidentiality.
- e. The Service Provider shall ensure continuous service availability and will deploy backup personnel as and when required.

4. **SERVICE PROVIDER OBLIGATION**

- a. Service Provider shall strictly adhere with the agreed process.
- b. It is agreed and understood by the Service Provider that Beetel/its affiliates/its agents shall not in any manner be held liable for any acts or omissions of the Service Provider in relation to the discharge of Service Provider's obligations under the applicable laws or the Agreement hereunder, irrespective of whether or not Beetel/its affiliates/agents were aware of such acts or omissions or the consequences thereof. Service Provider agrees to indemnify, defend and hold harmless Beetel, its affiliates and its agents and their officers, directors, employees and agents from and against any and all losses, liabilities, claims pertaining to injury to any persons/damage to any property, obligations, damages, costs, expenses (including, without limitation, reasonable attorneys' fees) which directly or indirectly result from, arise in connection with or are related in any way to

M/S NAVYA INFRATECH
Pankaj
Proprietor

the provision of any services by the Service Provider. The Service Provider shall further indemnify and keep Beetel indemnified the loss suffered by Beetel in a way arising from:

- any breach by the Service Provider of any of its obligations, representations or warranties under this Agreement.
 - any matter relating to the service hereunder or the performance of its obligations hereunder, any claim arising from any alleged to be illegal, claims for defamation, infringement of intellectual property rights.
 - any complaints or claims pertaining to deficiency of services.
- c. The Service Provider shall provide consistently high level of service measured by norms of Beetel in terms of:
- service quality.
 - completion of services within TAT.
 - repeat call rate.
 - number of service calls handled.
 - customer satisfaction levels.
- d. Subject to the terms of this Agreement and without prejudice to express conditions mentioned in this Agreement, the Service Provider shall not outsource, assign or delegate its rights, duties or obligations including the service to its 3rd party without prior written consent of Beetel.
- e. The Service Provider shall inform change in the constitution of the proprietorship/company/firm during the Agreement period, to Beetel in writing and shall provide all relevant documents and detail regarding the change.
- f. The Service Provider shall have an adequate storage facility for the stocking of spare Parts.
- g. The Service Provider shall strictly follow all software piracy guidelines, both within the office and on site, including but not limited to, with equipment supplied to its customers and shall be responsible for fulfilling all government/state policy in this regard.
- h. The Service Provider shall ensure that all faulty spares under warranty shall be returned to Beetel within a time period as specified and agreed by both Parties from time to time.
- i. The Service Provider shall ensure that the defective part returned to Beetel is accompanied with tag details.

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Pomkaj
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- j. The Service Provider shall be solely responsible for fulfilling all government/state policies and requirements in respect of its activity conducted within its area/region.
- k. The Service Provider undertakes not to do anything to prejudice or damage the goodwill or reputation of Beetel and its brand/logo/trademark in the market. The Service Provider further undertakes that it shall neither violate nor infringe the trademarks of the Beetel nor promote its unauthorized use.
- l. The Service Provider undertakes to co-operate with Beetel's authorized representative for conducting periodic audits to review the performance of the Service Provider and further undertakes to abide by all the regulations and advice given by Beetel in the matter related to its own performance as per terms of the agreement.
- m. The Service Provider shall not directly or indirectly solicit any of the Beetel existing customers during the tenure of this Agreement.

7. **IT SYSTEM**

The Service Provider represents that it has suitable information technology (IT) resources and infrastructure, to support the service operation in the following manner:

- a. capable of recording online tracking of status of Service Requests received, wherever necessary and mandated.
- b. able to effectively and accurately record, monitor and report on a real time basis all transactions pertaining to maintenance and support services, queries and complaints throughout the services network, wherever necessary and mandated.
- c. capable of monitoring the inventory position of spares, and plan for replenishment.
- d. capable of generating reports on accurate turnaround times of all service jobs.
- e. capable of analyzing repairs and replacements to identify the top cause for defects.

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10. TENURE & TERMINATION

- a. This Agreement shall remain in force for an initial tenure of 12 months from the date of execution and shall be automatically renewed for successive 12 months terms unless terminated as provided below.
- b. Either party may terminate this Agreement by written notice to the other for convenience upon thirty (30) days' notice, or if the other party has failed to cure a material breach within thirty (30) days of receipt of notice of such breach.
- c. This Agreement shall stand automatically terminated, either Party commits a material breach of this Agreement that is not capable of remedy or in the event Service Provider is adjudged insolvent or bankrupt, or upon the institution of any proceedings by or against the party seeking relief that are not dismissed within ninety (90) days, reorganization or arrangement under any laws relating to insolvency, or upon assignment for the benefit of creditors, or upon the appointment of a receiver, liquidator or trustee of Service Provider's property or assets, or upon liquidation, dissolution or winding up of Service Provider's business.

11. LIMITATION OF LIABILITY

- a. Nothing in this Agreement shall limit or exclude the liability of either party for:
 - i. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable).
 - ii. fraud or fraudulent misrepresentation or wilful default; and
 - iii. any matter for which it would be unlawful to exclude or restrict liability.
- b. Subject to above:
 - i. neither party shall under any circumstances whatever be liable to the other, whether in contract, tort (including negligence), equity (including restitution), breach of statutory duty, or otherwise, for:
 - ii. any loss of profit, loss of revenue, loss of use, loss of goodwill, loss of data, loss due to interruption of business, or loss of

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anticipated savings, whether direct or indirect, and even if the party has been advised of the possibility of such losses or damages.

- iii. any loss that is an indirect consequence of any act or omission of the other party.

Save as otherwise expressly stated, either party liability for all actions arising under or in connection with this Agreement shall be limited to 100% of the total consideration on account of loss or damage that is solely attributable for any act of the party or failure or default (in full or in part) of the solution / obligations under this Agreement.

12. Nonexclusive Relationship

The parties agree and acknowledge that the relationship contemplated in this Agreement is nonexclusive as to Products, Territory, and that nothing herein will prevent either party from conducting business with any third parties. However, the Service Provider is under an obligation to provide 30 days advance notice in case it undertakes any business similar to or completes with the work assigned by Beetel to it after the execution of this Agreement. Failure to comply with the terms of this clause will be a material violation of this Agreement for termination.

13. SUBCONTRACTS

Service Provider shall take prior written approval of Company for all subcontracts to be awarded under this Service Contract. Such notification shall not relieve the Service Provider of any liability or obligation under the Service Contract.

14. Independent Contractor

Service provider shall act in the capacity of an independent contractor with respect to work allocated through each PO, and not as an employee or an agent of Beetel. Service Provider, its employees, workmen or agents shall not be, nor represent itself as being, an agent of Beetel, and shall not be, nor represent itself as being, authorized to bind Beetel. Service Provider agrees, acknowledges and understands that it shall not have the status of an employee of Beetel and shall not participate in any employee benefit plans or group insurance plans or programs (including, but not limited to salary, bonus or incentive plans, stock option or purchase plans, or plans pertaining to retirement, deferred savings, disability, medical or dental), even if it is considered eligible to participate pursuant to the terms such plans. Because Service Provider is an independent contractor, it is solely responsible for all taxes, withholdings, and other similar statutory obligations

M/S NAVYA INFRA TECH
Pankaj
Proprietor

including, without limitation, Workers' Compensation Insurance, Unemployment Insurance, or State Disability Insurance. Service Provider shall defend, indemnify and hold Beetel harmless from any and all claims made by any entity on account of an alleged failure by Service Provider to satisfy any tax, fulfillment of statutory labor obligations under labor laws or withholding obligations.

15. CONFIDENTIALITY

The Service Provider agrees and binds itself, not to reproduce, copy, divulge, or disclose to any person, party or entity without the prior written approval of the Company, any information whether marked confidential or not, which the Service Provider may have acquired or which were received, gathered, were made known or disclosed to it by Company in the course of performance or by reason of or as a result of this Agreement. This obligation shall survive the termination or expiry of this Agreement.

16. Waiver & Severability

Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed waiver of any other provision or of such provision on any other occasion.

If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

17. Representations and Warranties

Each Party represents and warrants to the other Party that, at all times until the termination of this Agreement:

- a. it has full corporate power and authority to enter, perform and observe its obligations under this Agreement and that the execution and performance of this Agreement by it has been duly and validly authorised by all necessary corporate action.
- b. this Agreement and the transactions contemplated by it do not contravene its constituent documents or any law, regulation or official directive or any of its obligations or undertakings by which it or any of its assets are bound or cause a limitation on its powers of its directors to be exceeded.

M/s NAVYA INFRA TECH
P. M. Koj
Proprietor

- c. its obligations under this Agreement are valid and binding and enforceable in accordance with their terms; and
- d. its officers and representatives described in this Agreement or nominated under this Agreement have the authority to act for and on behalf of it in relation to the matters within their authority under this Agreement, unless the Party notifies the other Party to the contrary.
- e. The representations and warranties made in clause 17 are deemed to be repeated by reference to the facts and circumstances then existing on acceptance of a Purchase Order by Service Provider.

18.

GOVERNING LAW, JURISDICTION & ARBITRATION AND OTHER CLAUSES

- a. The relationship of Parties established by this Agreement is that of independent contractors, and nothing in this Agreement shall be construed: (1) to constitute the Parties as employer and employee, principal and agent, partners, joint ventures, co-owners or otherwise as participants in a joint undertaking; or (2) to allow either Party to create or assume any obligation on behalf of the other party for any purpose whatsoever.
- b. This Agreement shall be governed by the laws in India and courts in Gurgaon shall have exclusive jurisdiction over matters relating to or arising from this Agreement.
- c. Any/all disputes, controversies and conflicts ("**Disputes**") arising out of this Agreement between the Parties or arising out of or relating to or in connection with this Agreement or the performance or non-performance of the rights and obligations set forth herein or the breach, termination, invalidity or interpretation thereof shall be referred for arbitration in terms of the Arbitration and Conciliation Act, 1996 or any amendments thereof. Prior to submitting the Disputes to arbitration, the Parties shall resolve to settle the Dispute/s through mutual negotiation and discussions. In the event that the said Dispute/s are not settled within 30 days of the arising thereof, the same shall finally be settled and determined by arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any amendment thereof. The place of arbitration shall be Gurgaon and the language used in the arbitral proceedings shall be English. Arbitration shall be conducted by a sole arbitrator, who shall be appointed by Beetel.

M/S NAVYA INFRA TECH,
Proprietor

d. This Agreement together with all the attachments hereto signed by both the Parties, shall constitute the entire agreement and supersedes any and all previous communications both oral and written and no amendments or alterations to this is valid, unless signed by a person's duly authorized by both the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and place as mentioned hereinbefore.

For and on behalf of
Beetel Teletech Limited

For and on behalf of.

M/s Navya Infratech

Signature :
Name:
Title:

Signature :

Name :

Title :

Signature: Parikay
Name: Parikay Prandhir
Title: Director

M/s NAVYA INFRA TECH
Parikay
Proprietor