

## **AGREEMENT**

This Agreement is entered into Date-7/2/08, between Procall Private Limited having its Corporate Office at Procall Private Limited # F-6. First floor. Triveni Commercial Complex. Shiekh Sarai Phase-1. New Delhi-1100 17 hereinafter referred to as "Procall" (which expression shall unless repugnant to the context or meaning thereof includes its successors, associates, business affiliates, subsidiaries and assigns) of the one part and

Address of the Party M/s Telelogic India Pvt. Ltd. #72 Salarpuria pearl civil station. Residency road. Bangalore 560025 hereinafter referred to as "User" (which expression shall unless repugnant to the context or meaning thereof includes its heirs, legal representatives, successors and assigns) of the other part and

Whereas the User has approached Procall for Renting Trunking Radio Services under the terms and conditions contemplated by this Agreement.

### **NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS**

#### **1. SECURITY DEPOSIT**

The user agrees to pay an amount of Rs 6000/- as an interest free security deposit in Procall Pvt. Ltd. This will be deposited in the bank by Procall Pvt. Ltd. and shall be returned to the user on the expiry of the rental period after they return the radios, Accessories and any other material belonging to Procall Pvt. Ltd, Which they have taken on rent in good order and condition (To be confirmed by Procall after inspection at their premises) 2.. **RENTAL PERIOD**

The User agrees to rent radios from Procall for a minimum period of 12 months. The start date of Rental period will be the date from which Radios will be activated.

#### **3. SCHEME OF RENTAL**

- a. The customer would be required to use Procall services for a minimum period of 12 billed months. This period would be considered as locking period for the agreement.
- b. During the Rental period the Radios will remain the absolute property of Procall. In case of discontinuity of the rental services or non payment / dishonour of cheques or any other such event, the Radio shall be repossessed by Procall for which no credit will be given to the User.
- c. In case of loss, damage or theft, the User shall be liable to reimburse the cost of the equipment less depreciation (i .e. 20% W.D.V) to Procall. Procall shall switch off the lost Radio immediately on written information by the user mentioning the UFMI (user fleet member ID) of the radio. The cost of Radio, for the above purpose has been fixed at Rs. 12000/- (Rupees Twelve Thousand only) per set.
- e. Although Procall is obliged to provide the service in accordance with the terms and conditions of this agreement, it shall not be responsible for any damages where the continuity of the service is affected by reasons of Acts of God, natural calamity, fire, Strikes, Riots, Government/Statutory Order or Restrictions and/or such other events outside Procall's control.

f. During the useful life of the Radios, they remain property of Procall Private Limited.

3. AIR TIME AND RENTAL CHARGES ON RADIO

a. The User agrees to take Radios on rent from Procall Private Limited.

The rentals will be charged @ Rs. 1200/- per unit per month payable monthly in advance.

b. Service Tax will be charged @ 12.36%. In case of any new Taxes are incorporated by Government of India or State Government; the same would be communicated separately.

e. This agreement is valid for quantity upto 100 radios.

4. PAYMENT TERMS

a. Work Order along with one month service in advance in favor of ProCall Private Limited.

b. Rental Payment payable monthly in advance in favor of ProCall Private Limited.

5. Service Maintenance

a. All hardware related issues to be reported / repaired at Motorola Authorized service centre in Bangalore. **The contact for the same will be :M/s Redington India # 122/2, Infantry Road, Monarch Chambers, 2<sup>nd</sup> floor, Bangalore.**

b. Any Network service related issues will be addressed by Procall Private Limited.

6. ACCESSORIES

All spare batteries and other related accessories will be purchased by Telelogic India Pvt. Ltd directly from the Motorola Authorized Repair Centre for the purpose of using Radios on rental.

7. COMPLETION

On expiry of the rental period or termination of the agreement, the User shall immediately handover the possession of the Radios to Procall Private Limited along with the cheque of rental usage period.

8. TERMINATION

On Completion of 12 months paid billing, either party can exit from the agreement by giving a 30 days notice period. In case Customer decides to terminate the agreement before completion of 12 paid months, the customer will be liable to pay Procall for the balance months of services.

In the event of termination, the termination would be applicable on receipt of complete radios along with accessories by Procall or any of its representatives.

9. CONSEQUENCES OF DISHONOUR OF CHEQUES

The User hereby undertakes that he fully understands and is aware of the consequences of dishonour of cheque, which are enumerated as per "Section 138 of the negotiable Instrument Act, 1881 .

10. ARBITRATION

In case of dispute arising out of, or in relation to this Agreement between the parties hereto the same shall first be sought to be settled by arbitration governed by the Arbitration and Conciliation Act, 1996 and the rules framed hereunder.

11. JURISDICTION

All disputes arising out or in any way connected with this Agreement shall be deemed to have arisen in Delhi/New Delhi and only the courts in the State of Delhi shall have jurisdiction to determine the same.

12. All associated cost, incidental to the execution of this agreement will be borne by Procall and shall not be reimbursed by the User.

13. The charges by Procall are fixed for the period of 12 months and no enhanced charges will be payable by the User. Apart from any new Govt, levies & Taxes.

14. The User expressly agrees to pay sales tax, service tax and such other taxes, cess and levies imposed by State/central government, municipal or local authorities whenever they become leviable at any point. (As on date Taxes are Service Tax @12.36% on Rental Charges.)

IN WITNESS WHEREOF the parties have hereto put their hands on this day, month and year herein above written.

For and on behalf of  
**PROCALL PRIVATE LIMITED**

For and on behalf of  
**Telelogic India Private Limited**

(Authorised Signatory)

(Authorised Signatory)

Date and Stamp

WITNESS

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