

way affect, diminish or prejudice the right of such Party to require performance of that provision.

- ii) No Waiver : Any waiver or acquiescence by any Party of any breach of any of the provision of this Agreement shall not be construed as a waiver or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement.

X. Waiver:

- iii) Right to Waiver: Any term or condition this Agreement may be waived at any time by the Party who is entitled to the benefit thereof, Such waiver must be in writing and must be executed by such Party.

- iv) No Continuing Waiver : A waiver on occasion will not be deemed to be of the same or any breach or non-fulfilment on a future occasion. No omission or delay on the part of either Party to require one and punctual performance of obligation by the other Party shall constitute a waiver of such obligation of the other Party or the due and punctual performance thereof by such other party and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other (similar r otherwise) obligation hereunder or as a waiver of any right or remedy that such Party may otherwise have in law or in equity.

Y. Governing Laws:

- v) Between the Parties: This Agreement and the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India.
- vi) By Parties: The Parties shall abide by the laws of India and all applicable local laws with respect to the subject matter of this Agreement, to ensure that there is no contravention. If there is any contravention, either Party may, by written notice, call upon the other to ensure compliance with requirements as per applicable laws. Any penalties levied by the Government, State or Central, Municipal Body etc. as a result of non-compliance by either Party, will be borne by the defaulting Party.