



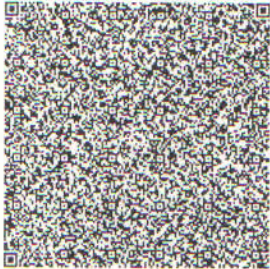
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL12931258913366K
Certificate Issued Date : 14-Aug-2012 03:03 PM
Account Reference : IMPACC (IV)/ dl763203/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL76320326064502366004K
Purchased by : KORPORATE KOMFORTS FACILITIES MANAGEMENT
Description of Document : Article 5 General Agreement
Property Description : NA
Consideration Price (Rs.) : 0
(Zero)
First Party : ANAND AUTOMOTIVE LTD
Second Party : KORPORATE KOMFORTS FACILITIES MANAGEMENT
Stamp Duty Paid By : KORPORATE KOMFORTS FACILITIES MANAGEMENT
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



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Statutory Alert:

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KORPORATE KOMFORTS FACILITIES MANAGEMENT
[Signature]
Authorized Signatory

AGREEMENT

This agreement is made and entered on this 16th August 2012 by and between:

M/s ANAND AUTOMOTIVE LIMITED, a company incorporated under the companies Act, 1956 and having its registered office at 1, Sri Aurobindo Marg, New Delhi-110016., through its duly authorized signatory Mr./Ms Sunita Malik (hereinafter collectively referred to as "Company" which expression, unless repugnant to the context of meaning thereof, shall mean and include its successors, executors, permitted assigns, legal representative and transferees in interest) of the FIRST PART

AND

M/s Korporate Komforts Facilities Management, a proprietorship firm having its registered office at 9/6372, Netaji Street, Gandhi Nagar, Delhi- 110032., through its duly authorized signatory/Proprietor Ms Nandini Pratap (hereinafter referred to as the "Contractor" which expression, unless repugnant to the context of meaning thereof, shall be deemed to mean and include its successors, legal representative, transferees in interest and permitted assign) of the OTHER PART.

WHEREAS the Company is engaged in the business of providing manpower and recruitment services and it requires the service of and experienced and competent contractor for performing the Housekeeping, Security, Horticulture and other utility staff at 1, Sri Aurobindo Marg, New Delhi- 110016 through its own trained/experienced employees and the contractor has represented to the Company that it has sufficient expertise and experience to undertake and perform the housekeeping, security and other utility staff etc. At 1, Sri Aurobindo Marg, New Delh- 110016 through its own adequately trained/experience personnel, including supervisory staff.

OBLIGATIONS OF THE CONTRACTOR

1. The Contractor shall provide the said services at 1, Sri Aurobindo Marg, New Delh-110016
2. The Contractor agrees to execute, fulfil and discharge the work and obligations hereinafter provided in the manner hereinafter agreed to the entire satisfaction of the management. The Specified number the worker/employees on the date of commencement will be 50 persons may be increased/decreased as and when required.
3. That the monthly charges, payable to the contractor, after satisfactory completion of the job undertaken by it, would be as agreed between the parties and the such charges can be revised from time to time, as per mutual agreement between the parties, in writing.
4. That the contractor shall submit the monthly bill of charges by the 3rd day of each succeeding month and in case the Company is fully satisfied with the job performed by the contractor, the bill amount, after proper scrutiny of its, shall be paid by the Company to the contractor on or before 10th day of the month.

For Korporate Komforts Facilities Management


Authorised Signatory

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5. The monthly bill amount would be released to the contractor only upon contractor providing necessary proof of compliances with all the statutory provisions including the provision of all applicable labour laws the regard to its employees.
6. The Company shall have no responsibility whatsoever with regard to the employees of the contractor, deployed by it at 1, Sri Aurobindo Marg, New Delh-110016 for under taking the job in accordance with the present contract for service and in case any loss or damage is caused by the contractor, including on account of any act of omission or commission by any employee of the contractor, to the Company, the contractor ascertained/decided by the Company, which can firstly be recovered from the bill amount, payable to the contractor and in case it exceeds the such bill amount, then from the succeeding bills amount also till it is fully recovered.
7. The contractor shall ensure due compliances with all legal provisions with regard to the job undertaken by it as well as the persons employed by it in or in connection with the work and not limited to due compliance with all the provisions of the employee's provident fund and miscellaneous Provision Act, 1952, Employees State insurance Act, 1948, Contract Labour (R& A) Act, 1970 etc. With regard to maintenance of the required registers and records, deposit of contributions and other dues etc.
8. It shall be the duty of the contractor to ensure that the staff, employed by it during the period of deployment at the company, shall be in clean and proper uniform along with identity card and shall maintain proper decorum and courteous behaviour. The Company can require the contractor to remove any of its employees from Aurobindo Marg.
9. The Contractor shall pay to its employees, deployed in our premises, the due legal wages, which in any case are not less than the minimum rate of wages, fixed by the Government of NCT of Delhi from time to time. The monthly wages shall be disbursed by the contractor to its employees on or before the prescribed date in the presence of an authorized official of the company.
10. The Contractor will appoint neither any sub agency nor assign any burden or benefit of this agreement to any third party. The contractor shall also not assign this contract to any other agent or agency without the prior written consent of the company.
11. It is agreed and clearly understood that this deed of agreement shall not create any relationship of employer between the company and the contractor and /or the workforce engaged by the contractor.
12. If any the contractor's workmen suffer injury or accident while on the premises of the company, the contractor will be solely responsible for payment of compensation of damage, if any, to such workman. The contractor hereby indemnifies and undertake to keep company indemnified and against all disputes. Claims or action raised by his workmen or by any third party in connection with this obligations under this contract. The contractor further indemnify and under takes to keep the company indemnified and harmless from and against any claims, demands, action proceeding etc. of any nature whosoever that may be instituted as a result of any beach on his part of any applicable law, rule or regulations with respect to his employee or otherwise.

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City Properties Konforts Facilities Management
Authorized Signatory
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DURATION

This Contract is valid for two years w.e.f 01/04/12 . It shall be automatically renewed for the equal period unless either party terminates the same by giving two months advance notice in writing.

COMPOSITION AND ADDRESS OF SECOTN PARTY

That the contractor shall always inform the Company on writing about any change in its address or the name and addresses of its key personnel.

SETTLEMENT OF DISPUTE & GOVERNING LAWS

That only the court at New Delhi shall have jurisdiction to entertain and adjudicate any dispute/difference between the parties, arising out the present agreement to the exclusion of courts anywhere-else in India.

IN WITNESS WHEREOF This agreement has been signed by the parties in token of unequivocal acceptance of the term and conditions, contained in the contract on the day month and year mentioned above.

For Anand Automotive Ltd.

For Korporate Komforts Facilities Management

S. Malik

Authorised Signatory



Nandini Pratap

Nandini Pratap(Auth Signatory)

Authorised Signatory