



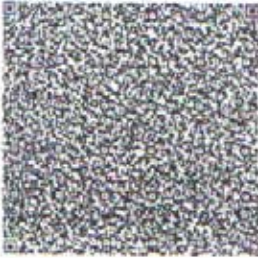
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL07053849700311Q
Certificate Issued Date : 29-Mar-2018 12:00 PM
Account Reference : IMPACC (IV) di954403/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL95440317704482397510Q
Purchased by : KORPORATE KOMFORTS FACILITIES MANAGEMENT
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : ANAND AUTOMOTIVE PVT LTD
Second Party : KORPORATE KOMFORTS FACILITIES MANAGEMENT
Stamp Duty Paid By : KORPORATE KOMFORTS FACILITIES MANAGEMENT
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



.....Please write or type below this line.....

Witnes



Handwritten signature and circular stamp of the Government of National Capital Territory of Delhi

Statutory Alert:

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2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please contact.....

SERVICE AGREEMENT

This agreement is made and entered on the 1st April 2018.

BETWEEN

M/s ANAND AUTOMOTIVE PRIVATE LTD, 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. Vikash Singh, (hereinafter referred to as "Company" which expression, unless repugnant to the context of meaning thereof, shall mean and include its successor-in-interest and permitted assigns) of the FIRST PART.

AND

M/s Korporate Komfors Facilities Management, A company incorporated under the Companies Act, 1956 and having its registered address at 9/6372, Netaji Street, Gandhi Nagar, New Delhi 110031 (hereinafter referred to as "Contractor" which expression, unless repugnant to the context of meaning thereof, shall mean and include its successor-in-interest and permitted assigns) of the SECOND PART.

WHEREAS –

1. The Company is engaged in the business of providing corporate services to its group companies and is intending to engage a suitable Contractor who can provide services with respect to the scope of work.
2. The Contractor is engaged in the business of providing House Keeping, Plumber, Office Staff, Canteen Staff, Driver, Cook, etc., (herein referred as "Services") 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 scope of work.
3. The Company agrees to give and the Contractor has accepted to undertake and provide the scope of work on the terms and conditions set out hereunder:



NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Scope of Work:

The Contractor shall be responsible for carrying out Services at Company's facility for 6 days each week, at 1, Sri Aurobindo Marg, New Delhi. The Maximum Number of Workmen required for above mentioned Job - 6, which may be changed with notice to the Contractor in writing.

2. DURATION:

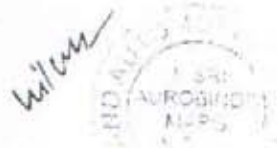
This Contract is valid for one year with effect from 1st April 2018. It may be renewed for another period of 1 years as per the terms agreed mutually by the parties at the time of renewal.

3. CONSIDERATION:

The Contractor will be paid monthly on job basis on 7% of the bill raised by the Contractor and duly approved by the Authorized Representative of the Company.

4. RIGHTS AND OBLIGATIONS OF THE COMPANY:

- i) The Company shall make payment to the Contractor, after scrutiny and full satisfaction, within 15 days of the receipt of the invoice along with the necessary proof of compliances as may be applicable on the Contractor from time to time. The Company is only liable to make payment subject to conducting satisfactory due diligence of the compliance and only upon finding the fact that the Contractor has complied the statutory provisions including the provision of all applicable laws in regard to the employees. The Contractor further agrees that in case, where the Contractor fails to fulfil its obligations, the Company has right to deduct, the amount incurred by the Company, from the amount payable to the Contractor.
- ii) To deduct the amount from the bills of the contractor proportionately for the defective job / work / performance.



- iii) To check up whether the Contractor has paid salary to his workmen and to deduct the amount from security fee/next month payment if the salary is not paid by Contractor to the Contract Labour. The Contractor further agrees and confirms that the Contractor shall be liable to pay 2% of the total amount of the monthly bill for law compliance of EPF, ESI, Minimum Wages Act, or any other applicable law.
- iv) The Company shall provide facilities like drinking water, toilet, and proper place for lunch, first aid facilities, Rest rooms, etc.
- v) The Company shall deduct Income Tax (TDS) at the rates as applicable from time to time and the net payment will be paid along with Tax Deduction Certificate to the Contractor.

5. RIGHTS AND OBLIGATIONS OF THE CONTRACTOR

- (i) To provide its copy of Contractor License, ESI and PF code number to the Company.
- (ii) The contractor shall provide the scope of services at 1, Sri Aurobindo Marg, Hauz-Khas, New Delhi - 110016.
- (iii) To perform the scope of work and discharge all obligations under this agreement to the entire satisfaction of the management.
- (iv) To decide the number of workmen required for the completion of the job. The Contractor shall review its work as to the number of workmen required from time to time i.e. decrease or increase the workforce of his job. The Contractor will select and appoint the workmen without any interference/consultancy or guidance from the Company.
- (v) To engage one Supervisor at all times under whose supervision and direction the workmen will perform their duties. Supervisor shall be responsible for taking care of day to day needs and grievance settlement of the workmen. The Company will not play any role, whatsoever, in the same.
- (vi) To make personal visits to the Company's facility at least once in a month. Details of such visits shall be intimated by the Contractor to the authorized representative of the Company at least one week ahead of the visit. During the visit, the Contractor shall meet authorized representative of the Company as communicated from time to time.



- (vii) To declare the details of Contract Labour that are being supplied by the Contractor to other group companies, if any.
- (viii) To submit proof of payment of wage to all the labour engaged by him in the scope of work, contribution under EPF Act, ESI Act and any other applicable Act along with the monthly bill. The contractor shall submit the monthly bill of charges by the 3rd day of each succeeding month.
- (ix) The contractor shall ensure the due compliances with all legal provisions with regard to the job undertaken 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 or any other applicable laws. With regard to maintenance of the required registers and records, deposit of contributions and other dues etc
- (x) To ensure not to engage contract labour below the age of 18 years. Laborers engaged should be physically and mentally fit.
- (xi) To decide upon the mode and manner of work to be done by the labour.
- (xii) To decide, monitor and ensure proper working conditions of the labour and shall decide about their salary and other service conditions and payment thereof. The Company will not play any role, whatsoever, in the same.
- (xiii) It shall be the duty of the contractor to ensure that the labour, employed by it during the period of this Agreement, shall be clean and in proper uniform along with identity card and shall maintain proper decorum and courteous behavior. The Contractor hereby takes full responsibilities for the act of its contract labour.
- (xiv) The Contractor shall pay to the contract labour, deployed in the Company's premises, the due legal wages, which in any case are not less than the minimum rate of wages, fixed by the government from time to time.
- (xv) To pay wages to his contract labour in presence of a representative of the company who shall also sign on the muster/register.
- (xvi) To send a half yearly return to the concerned licensing officer within thirty days of the close of half year.



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- (xvii) To decide and take disciplinary action against the contract labour if he is found to have committed any acts of misconduct and take disciplinary action as deemed necessary including discharge or dismissal after compliance with the labour law. He shall also decide about the retrenchment, if any etc.
- (xviii) The Contractor shall comply with the following acts of any other Labour Laws:
 - (a) Employees State Insurance Act;
 - (b) Provident Fund Act;
 - (c) The Minimum Wages Act;
 - (d) The Factories Act;
 - (e) The Payment of Wages Act;
 - (f) Maternity Benefit Act;
 - (g) Contract Labour (Regulation & Abolition) Act, 1970.
 - (h) Any other Labour Law, applicable to the State.
- (xix) The Contractor shall be responsible for damage or loss to the Company caused due to the negligence of the contract labour deployed by him.
- (xx) The Contractor shall not disclose to any one regarding the information of the Company adversely affecting the interest of the Company.
- (xxi) The Contractor will neither appoint 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 authority.

6. INDEMNITY AND LIABILITY:

The Contractor shall indemnify the Company under the following circumstances:--

1. Contravention of any provisions of the law by the Contractor.
2. Any damage or loss or harm due to any acts of commission or omission of the Contractor to the Company.
3. Against any claims, demands, actions, proceedings etc. of any nature whatsoever that may be instituted by any third party, including government agencies, as a result of any breach on his part of any applicable law, rule or regulations with respect to his contract labour or otherwise. Also, any disputes, claims or actions raised by the



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agreements which are not fully expressed or mentioned herein are explicitly excluded by the parties.

11. SEVERABILITY:

If any provision of this Agreement is agreed by the parties to be illegal, void or unenforceable under any law that is applicable hereto or if any court of competent jurisdiction in a final decision so determines, this Agreement shall continue in force save that such provision shall be deemed to be deleted here from with effect from the date of such agreement or decision or such earlier date as the Parties may agree.

12. NATURE OF CONTRACT

It is agreed and clearly understood by the parties that this Agreement shall not create an relationship of employer - employee between the Company and the Contractor and Company and the Contract Labour engaged by the Contractor.

It is clearly agreed and acknowledged that the relationship between the Company and the Contractor is that of 'Principal-to-Principal' and under no circumstances this Agreement could be construed to suggest or imply any other relationship other than that of 'Principal-to-Principal'.

13. BINDING EFFECT:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal successors.

14. NOTICES:

Any and all notices and communication in connection with this Contract shall be addressed as follows:

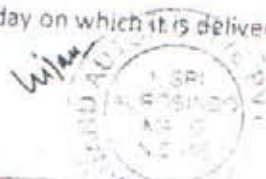
The Company: 1, Sri Aurobindo Marg, Hauz Khas, New Delhi - 110016.

Tel: 011-42092300

Contractor: 9/6372, Netaji Street, Gandhi Nagar, New Delhi

Tel: 9810957599

or such other address as either Party shall later nominate in writing. Any information affected in accordance with, the stipulation of this Clause shall be deemed to have been received by the Party for which it is intended on the day on which it is delivered to the above



mentioned address against receipt. Any and all notices and communication in connection with this contract shall be in the English language.

15. ARBITRATION & JURISDICTION:

In case of any dispute the parties shall make all efforts to resolve the dispute amicably. In the event to the amicable resolution or settlement is reached within a period of Two (02) days from the date of dispute, the dispute shall be referred to the single arbitrator, who shall be appointed mutually by both the parties in accordance with the Arbitration and Conciliation Act, 1996 of India as amended or its statutory modification/ replacement thereof. The arbitration proceedings shall be held at New-Delhi and the language of the arbitration shall be English.

The parties agree that the Courts of New Delhi shall have exclusive jurisdiction to entertain any proceedings related to this Contract whether during pendency, or after expiry, or termination.

16. APPLICABLE LAW:

The parties agree that this Agreement shall be governed by the laws of India.

IN WITNESS WHEREOF THE PARTIES HAVE SET FORTH THEIR RESPECTIVE HANDS ON THE DAY AS FIRST WRITTEN ABOVE.

For The Contractor	For The Company
Name: Ms. Nandani Pratap	Name: Mr. Vikash Singh
Signature: 	Signature: 
Witnesses: 1.  2. 	Witnesses: 1.  2. 



February 25, 2019

M/s Korporate Komforts Facilities Management Services
9/6372, Netaji Street, Gandhi Nagar,
Delhi-110031

Kind Attn. : Ms. Nandini Pratap

Subject : Extension of Contract upto March 31st, 2020

Dear Ms. Nandini Pratap,

We are pleased to inform you that your contract has been extended for further one year w.e.f. 01.04.2019.

All the other terms & Conditions will remain same as per original Contract Agreement.

You are hereby requested to accept the extension of contract by countersigning the same or by returning a duplicate signed copy of the same.

Thanking you,

Yours faithfully,

For Anand Automotive Pvt Limited


(Authorised Signatory)

M/s Korporate Komforts Facilities Management


Authorised Signatory