

AND

PG CAB INDIA PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at Head Office at LGF-10, Westend Plaza, Old Delhi Gurgaon Road, Kapashera, New Delhi-110037, hereinafter referred to as "**Service Provider**" (which expression shall unless repugnant to the subject or context shall mean and include its successors and assigns) of the SECOND PART, acting through its authorized representative **Mr. Shailendra Jha**, who has been duly authorized vide resolution dated 19th Feb 2019 in this behalf.

(Hereinafter, as the context may require, the foregoing parties shall be solitarily referred to as "**PARTY**" and together as "**PARTIES**")

- A. **WHEREAS** the Company is a reputed real estate developer and is engaged in the business of real estate development.
- B. **WHEREAS** the Service Provider is engaged in the business of providing Cab Services to various factories and commercial establishments (hereinafter '**Services**').
- C. **WHEREAS** upon the Service Provider's representation of possessing adequate expertise, knowledge, resource, enterprise, infrastructure, manpower, financial capabilities and experience to perform and render the Services to the Company, the present Agreement is being executed for providing the Cab services (35 seater Tempo traveler/ Mini bus) Services at its at Krisumi Sales office and projects at Sector 36A, Gurugram (Haryana)(hereinafter referred to as '**said Premises**').

NOW THEREFORE, THIS AGREEMENT WITNESSETH AS UNDER:

1. SCOPE OF WORK / OBLIGATIONS OF THE SERVICE PROVIDER

- (a) The Service Provider shall provide Services to the Company as specified in **Annexure A** to this Agreement at the **said Premises**.
- (b) Timely, regular, efficient, qualitative rendering of the Services during normal working hours of company shall be the essence of this Agreement. The Service Provider shall ensure to provide the Services accordingly and ensure adherence during the term of this Agreement.
- (c) The requirement expressed by the Company regarding the quality and efficiency of the Services to be rendered/ provided at a given place, Premises or part thereof shall be final and binding upon the Service Provider and the Services shall be provided accordingly.
- (d) Upon any complaint by the Company, the Service Provider shall take immediate corrective steps and inform and report to the Company the actions taken to rectify and retribute the defect and the action plans it intends to undertake to avoid recurrence of like acts.

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(e) Company shall not be responsible and liable for any damages/injury sustained by such employees/Personnel while on duty. In case of any accident resulting in death and/or injury to any employee/Personnel so deputed by the Service Provider while on duty, the liabilities and all kinds of legal consequences will rest with the Service Provider irrespective of the reasons and circumstances of the accident. In case of death and/or injury to any Personnel, the insurance claim shall be dealt with by the Service provider. In addition to this, any civil or criminal proceedings, before a court/tribunal of competent jurisdiction shall be undertaken by the Service Provider together with the punitive and/or pecuniary consequences arising there from in such litigations or judicial proceedings.

(i) **NATURE OF AGREEMENT** The Parties here to have agreed as under:

- a. This Agreement is for providing the aforementioned Services and is not an agreement for supply of contract labour. It is clearly understood by the Service Provider that the personnel employed by the Service Provider for providing Services as mentioned herein, shall be the employees of the Service Provider only and not of the Company.
- b. The personnel of the Service Provider present at Premises for providing the Services shall be briefed about their duties and responsibilities in sync with Company 's requirements and in adherence to the other obligations of the Service Provider under this Agreement.
- c. The Service Provider shall be solely liable for any obligations/ responsibilities, contractual, legal or otherwise, towards the Service Provider's employees/ agents or to the said personnel directly and /or indirectly, in any manner whatsoever.
- d. The personnel of the Service Provider rendering the Services under this Agreement shall never be deemed to be the employees of Company in any manner whatsoever and shall not be entitled for employment, salary/wages, damages, compensation or anything arising from their deployment by the Service Provider for rendering the said Services.
- e. The Service Provider shall, and the Services to be provided hereunder shall, comply with all applicable Local, National, and Central Laws, rules and regulations, including but not limited to those governing environmental, safety of persons and property, ESI, Workmen compensation, PF and applicable Industrial/labour laws, payment of minimum wages, Arms Act etc.
- f. The Service Provider shall take life/medical insurance for its personnel deployed for rendering the Services.

(j) **FEE & OTHER TERMS OF ENGAGEMENT**

- (a) Payment Terms: The Service Provider shall be paid fixed monthly Fees Rs. 88,000/- (Eighty Eight Thousand only) within 30 days from the date of verification of the respective monthly invoice.



- (b) Goods and Service Tax (GST) at the prevailing rate will be applicable on the gross billing. All payments shall be subject to TDS if any.
- (c) Haryana tax cost is to be paid by service provider.
- (d) No minor shall be deputed for providing the Services by the Service Provider. Only Indian nationals shall be deputed for Services and no other national shall be deputed without a valid work permit.
- (e) Service Provider shall ensure that the personnel executing the Services under this Agreement report for duty on time and have valid driving license.
- (f) Service Provider shall ensure that the personnel executing the Services under this Agreement will not consume alcohol or any other kind of illicit drugs in duty time.
- (g) Any kind of accident or damage will be the sole responsibility of the service provider.
- (h) Vehicle's maintenance, insurance, upkeep will be the responsibility of the service provider.
- (i) Incase the vehicle is not in good working condition, Company can ask for providing an alternate vehicle for the services.
- (j) The Company is not expected nor shall be supervising personnel of the Service Provider executing the Services.
- (k) No personnel rendering the Services shall entertain guests, family members, friends, acquaintances within the Premises of the Company.

(k) SUBMISSION AND VERIFICATION OF BILLS

The Service Provider shall submit the bills along with supporting proofs for the Services rendered, on a monthly basis, to enable the Company to verify and process the same.

(l) STATUTORY COMPLIANCES

- (a) Service Provider shall obtain all registration(s)/ permission(s)/ license(s) required under the applicable laws for providing the Services under this Agreement.
- (b) It shall be Service Provider's responsibility to ensure compliance of all the Central and State Government rules and regulations with regard to rendering of the services.
- (c) The Service Provider undertakes to comply with the applicable provisions of all welfare legislations, for carrying out the purpose of this Agreement.

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(m) TERM & TERMINATION

- (i) This Agreement shall be effective from 01st February 2025 till 31st January 2026 and can be extended further for such period and on such terms and conditions as may be deemed fit and proper by the Company and shall be agreed in writing.
- (ii) Either party can terminate this Agreement at any time by giving one 15-30 days written notice to the other party.

(n) GOVERNING LAW/ JURISDICTION

The applicable law governing this Agreement shall be the laws of India and the courts of Gurugram, Haryana shall have the exclusive jurisdiction to try any dispute with respect to this Agreement.

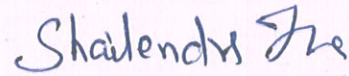
IN WITNESS WHEREOF THE ABOVE SAID PARTIES HAVE HEREUNTO SUBSCRIBED THEIR HANDS ON THE DAY MONTH AND YEAR FIRST MENTIONED ABOVE.

For KRISUMI CORPORATION PVT. LTD.

For PG CAB INDIA PRIVATE LIMITED
PG CABS INDIA PVT. LTD.

For KRISUMI CORPORATION PVT. LTD.

(Authorized Signatory)
Authorised Signatory


Director
(Authorized Signatory)

Annexure A

- Pickup timing would be at 9:20 AM every day from Sikenderpur Metro station to Krisumi Sales Lounge and then drop will be in evening from Sales Lounge to Sikenderpur at hrs 19:00 Your waiting time at station is 15 mintues only.
- Pls note that we would be required uninterrupted service and AC should be run on/before pick up & drop.