

SERVICE AGREEMENT

This Service Agreement (hereinafter referred to as "**Agreement**") is made on this 7th day of December 2022 at Gurugram, Haryana.

BY AND BETWEEN

M/S. KRISUMI CORPORATION PRIVATE LIMITED, a company within the meaning of the Companies Act, 2013 having its corporate office at Krisumi Sales Lounge, Sector 36A, Village Sihi, Near Dwarka Expressway, Gurugram-122004, Haryana, through its authorized representative Mr. Akash Khurana, who has been duly authorized to sign and execute this Agreement on behalf of the Company (hereinafter referred to as "**Company**", which expression unless repugnant to the context, shall mean and include its permitted assigns) of the One Part;

AND

Mrs. Bhawna Shankaran, having Aadhaar No. 7320 9980 2100, a proprietor doing business under the name and style of "**M/S. SECURITY ONLINE**" having office at D-211, Vasant Plaza Complex, New Delhi-110067, 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.

(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 House Keeping Services to various factories, commercial establishments, shopping malls and housing societies (hereinafter '**Services**'). The Service Provider has represented that it is registered with necessary statutory bodies for regulating security Services business and also possesses all relevant permissions, licenses, registrations and certificates for rendering the security Services. The Service Provider has further represented that it has on its rolls sufficient trained personnel for providing the said 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, this Agreement is being executed for providing the said Services at Krisumi Sales Lounge and Project Office located at Sector 36A, Village Sihi, Near Dwarka Expressway, Gurugram-122004, Haryana (hereinafter referred to as '**said Premises**').



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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 reconstitute the defect and the action plans it intends to undertake to avoid recurrence of like acts.
- (e) Notwithstanding anything contained in this Agreement and without prejudice to rights of the Company, the Service Provider shall on intimation immediately provide replacement for manpower in event of absenteeism by any of the personnel.
- (f) The Service Provider shall on requirement of the Company immediately replace any personnel deputed by the Service Provider at the office of the Company without any additional cost or break in Services being provided.
- (g) 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.
- (h) Any increase/decrease in wages against minimum Wages Act, 1948 to be borne by the Company.



(i) **NATURE OF AGREEMENT** The Parties hereto 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 in terms with the rates elaborated in **Annexure B**, within 30 days from the date of verification of respective monthly invoice. Any extra hours beyond normal working hours shall be chargeable extra.
- (b) Goods and Service Tax (GST) at prevailing rate will be applicable on the gross billing. All payments shall be subject to TDS.



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- (c) 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.
- (d) Any change in Services will be charged at the agreed rates. Services required for ensuing month shall be intimated by last day of current month.
- (e) Parties shall mutually decide staffing / Shifts for the Services.
- (f) The Service Provider shall ensure the character and antecedents of personnel deployed at the Premises and shall get the police verification done for such personnel and provide a notarized copy thereof to the Company.
- (g) Service Provider shall ensure that all its personnel are efficient, honest, and conversant with the nature of work and each of them should be physically and mentally fit and well skilled for their duties and do not suffer from any contagious disease, well-groomed and maintain best personal hygiene. Any omission or negligence in Services shall lead to deduction from Fees as per rates specified in **Annexure B**.
- (h) That in the event, the Company finds any personnel physically or medically unfit, the Service Provider shall replace such personnel forthwith without any demur.
- (i) Service Provider shall ensure that the personnel executing the Services under this Agreement report for duty on time.
- (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.
- (l) Service Provider shall maintain daily work schedule and check-off sheet for reference of the Company.
- (m) Uniform, badges, and identity cards for such deployed personnel shall be provided by the Service Provider.
- (n) Service Provider shall ensure that the material and equipment required for provision of Services are available and Service Provider shall maintain an inventory of these items to ensure that the same are always available. The



materials shall be charged on actuals. If the company desires, company may itself provision the material to the Service Provider.

- (o) The Service Provider shall be responsible and liable for each of its personnel in all manners including for all statutory, insurance, health, safety, labour, wages and security compliances.
- (p) The Company will pay the gazetted holiday only.
- (q) In case of theft of any material from the said Premises, the cost of such material shall be recovered by the Company from Service Provider.
- (r) The Company shall disburse the salary of staff on or before 5th day of every calendar month.

(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 and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970, if applicable, for carrying out the purpose of this Agreement. The Service Provider shall further observe and comply with all Government laws concerning employment of staff employed by the Service provider.

(m) TERM & TERMINATION

- (i) This Agreement shall be effective for a period of four Months with effect from 1st December 2022 to till 31st March 2023 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.



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- (ii) Either party can terminate this Agreement anytime by giving 30 days prior written notice to the other party.

(n) INDEMNITY

- (i) Without prejudice to any other right or remedy of Company, the Service Provider shall indemnify and hold harmless the Company, its officers, directors and employees against any loss, damage, fees, claims or costs and expenses (including legal expenses) incurred by the Company, its officers, directors and employees as a consequence of any negligence or default (whether or not being willful) of the Service Provider including but not limited to any statutory compliance in respect of the Services / its personnel.
- (ii) The Service Provider shall hold harmless and indemnify the Company against all costs and expenses sustained or incurred by the Company for personal injury (including death) due to the Service Provider's/ its personnel's negligence.
- (iii) In an event of breach of any of the covenants or clause of this Agreement and such breach is not rectified (for any reason) within a week from receipt of a written intimation from the Company, this Agreement shall forthwith stand terminated and the Service Provider shall be liable to indemnify the Company for against all costs, expenses, losses, or damages sustained or incurred on account of such breach/termination.

(o) 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.

(p) ARBITRATION

In an event of any dispute arising out of and/ or pertaining to this Agreement, if not resolved mutually, shall be referred to the decision of sole arbitrator to be selected by the Service Provider from the two arbitrators identified by the Company. Such arbitral proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. Performance under the Agreement shall continue during arbitration proceedings and no payment due or payable by one Party to the other shall be withheld unless any such payment is or forms as part of the subject matter of the arbitration proceedings. The place/ seat of arbitration shall be in Gurugram, Haryana and all the arbitration proceedings shall be conducted in the English language. The award of the Arbitrator shall be final, conclusive, and binding on both the parties.



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

**For and on behalf of
KRISUMI CORPORATION PVT. LTD.**


(Authorized Signatory)

**For and on behalf of
SECURITY ONLINE**

For SECURITY ON LINE

(Authorized Signatory)

Witness:

1.

2.

Annexure A

SECURITY SERVICES: Security Services at the said Premises, as may be specified by Company from time to time in accordance with Charter of duties:

The Service Provider shall provide the Services through its personnel, who are to be fully conversant with the requirements of the said Premises. The personnel will observe/ ensure the following:

CODE OF CONDUCT:

The personnel / staff of the Service Provider will strictly observe that they :

- Are always smartly turned out and vigilant.
- Are punctual and arrive at least 15 minutes before start of their shift.
- Take charges of their duties properly and thoroughly.
- Shall be polite and courteous with the visitors and ask them to sit till the concerned staff arrives.
- Perform their duties with honesty and utmost sincerity.
- Read and understand their post and site instructions and follow the same.
- Extend respect to all the Managers and staff of the office.
- Shall not drink alcohol on duty, or come drunk and report for duty.
- Shall not gossip or chit chat while on duty.
- Shall not leave the post unless their reliever comes.
- Shall never sleep while on duty post.
- Shall not read newspaper or magazines while on duty.
- Should be courteous to the clients / customers.
- Shall immediately report if any untoward incident / misconduct or misbehavior occurs, to Facility Manager / Admin Manager and the client, when in doubt, approach concerned person immediately.
- Shall take periodic rounds around the said Premises.
- Shall not leave the post without the knowledge of the Facility Manager / Admin Manager.
- Personnel should get themselves checked whenever they go out by the security.

PERSONAL MOVEMENTS

- Personnel In and Out record is to be maintained manually in the register.
- Keep record of the Sundays, holidays and late working personnel.
- Security services register to be maintained.
- Security Person will not be allowed to perform their duties without their uniforms.



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FEEES FOR SERVICES

Category	Type of Service	Fee Per Man Per Month (in Rs.)
1.	Security Supervisor (for 12 hours) - 1 No	32724/-
2.	Security Guard (for 12 hours) - 14 Nos	24917/-
3.	Housekeeping (for 8 hours) - 3 Nos	17134/-
4.	Pantry Boy (for 8 hours) - 1 No	18632/-
5.	Sr. Pantry Boy (for 8 hours) - 1 No	24186/-
6.	Horticulture (for 8 hours) - 1 No	16759/-

*Note: Any omission or negligence in Services shall lead to deduction from above Fees as per rates specified below.

SERVICE LEVEL DEDUCTIONS

Sl. No.	Omissions	Rate of Deductions	Repetition
1.	Poor Turn Out (per head / day)	Rs. 50	> 3 Rs. 100/-
2.	Guest complaint against misbehavior (per head / day)	Rs. 100	> 2 Rs. 150/-
3.	Sleeping while on duty	Rs. 100	> 3 out of service
4.	Absent from designated post	Rs. 100	> 2 Rs. 200/-
5.	Failure to maintain daily records and compliances (per incidence / day)	Rs. 200	> 3 Rs. 500/-
6.	Theft	Cost of Item + Rs. 500/-	> 2 Cost of item + Rs. 1000/-
7.	Dereliction of duty / misconduct / misbehavior	Rs. 100/- minor Rs. 500 /- major	> 2 Termination of contract
8.	Willful damage to said Premises	Cost of item + Rs. 500/-	> 2 cost of item + Rs. 5000/-
9.	Smoking, chewing tobacco/gutka while on duty.	Rs. 100/-	> 2 Rs. 150/-
10.	Shortage of Materials	Rs. 500/-	> 2 Rs. 1000/-

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