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Account Reference	JMPACC (IV) dl752303/ DELHI/ DL-DLH
Unique Doc. Reference	SUBIN-DL75230386055036576502T
Purchased by	ENDLESS MAINTENANCE SERVICES PVT LTD
Description of Document	Article 5 General Agreement
Property Description	Not Applicable
Consideration Price (Rs.)	0 (Zero)
First Party	ENDLESS MAINTENANCE SERVICES PVT LTD
Second Party	Not Applicable
Stamp Duty Paid By	ENDLESS MAINTENANCE SERVICES PVT LTD
Stamp Duty Amount (Rs.)	100 (One Hundred only)



Please write or type below this line



AGREEMENT FOR SECURITY SERVICES

THIS AGREEMENT is made and executed at New Delhi on this 26th day of July, 2021.

BETWEEN

M/S ENDLESS MAINTENANCE SERVICES PVT. LTD., a company incorporated and registered under the provisions of the Companies Act, 1956, having its registered office at

For Sharp Protective Services Private Limited

Statutory Alert:

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2. The onus of checking the legitimacy is on the users of the certificate.
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Managing Director

LGF, V3S East Centre, Plot No. 12, Laxmi Nagar District Centre, Delhi - 110092, through its Authorized Signatory **Mr. Vincet kant Parashar** duly authorized in this behalf (hereinafter referred to as the "Agency" which expression shall, unless repugnant to the context thereof, mean and include its heirs, executors, administrators, legal representative, successors and permitted assigns) of the **First Part**.

AND

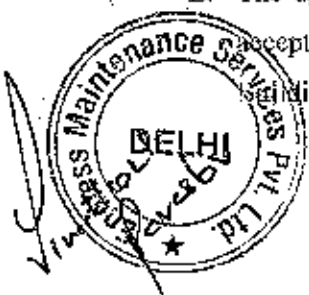
M/S. SHARP PROTECTIVE SERVICES PRIVATE LIMITED, , having its registered office at 199B, Chander Vihar, Mandawali , Fazalpur , Delhi-110092, India through its Managing Director **Mr. Mukesh Kumar** having DIN 06396325 (hereinafter referred to as the "Service Provider" which expression shall, unless repugnant to the context thereof, mean and include its heirs, executors, administrators, legal representative, successors and permitted assigns) of the **Second Part**.

WHEREAS:

- A. The Agency is involved in providing facility management services to various Commercial Building/Complexes.
- B. The SERVICE PROVIDER has represented that it is involved in the business of providing **Security Services** in various commercial Buildings/Complexes and is specialized & expertise in providing first class Security Services and possesses all latest equipments, technologies, trained Security personnel, skilled manpower etc. for the same purpose.
- C. The "SERVICE PROVIDER" has approached and has made an offer to agency to provide Security Services, in any or all Building/s as and when required & intimated by Agency from time to time.
- D. That keeping in view the commitment of the Agency to provide services beyond excellence and maintain very high standard of efficiency, the Service Provider shall provide high quality services by deputing qualified and experienced personnel. In case any of the persons deputed by the service provider for carrying out the obligations undertaken herein by the service provider is found to be undesirable or unfit for performing the work assigned to him by the Agency, the Service Provider shall withdraw such personnel and arrange suitable replacement(s).
- E. The agency, on SERVICE PROVIDER representations, promises and assurances, has accepted SERVICE PROVIDER's offer to provide Security Services in all or any of buildings under Agency's maintenance as and when required & intimated by Agency to

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Managing Director



SERVICE PROVIDER from time to time, however, subject to terms and conditions as contained herein.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS HEREUNDER

1. TERM OF THE AGREEMENT

That in consideration hereinafter reserved and other covenants as contained herein, the SERVICE PROVIDER hereby agrees to provide Security Services in V3S East Centre, Plot No. 12, Laxmi Nagar District Centre, Delhi - 110092 (herein after referred to as the said building) for a period of Three years w.e.f. 01/08/2021 on the terms and conditions of this agreement. However on the expiration of the abovementioned period of Three Years, the same may be extended for such further terms on such terms and conditions as may be mutually agreed at that point of time.

2. ASSIGNMENT OF WORK ORDER/DEMAND

2.1 The Agency, as and when required, shall intimate in writing to SERVICE PROVIDER to provide Security Services in Building/s, whereupon, the SERVICE PROVIDER shall be under obligation to provide Security Services (including required/demanded number of security personnel and Security Supervisor cum Fireman) in the said Building/s within 24 hours of receipt of such intimation.

2.2 The SERVICE PROVIDER shall manage, provide and keep effective required security services/personnel in the said Building on its own and shall not delegate/assign the same (security service) to any other party/entity.

3. RATES/COMPENSATION

3.1 That Agency shall pay to SERVICE PROVIDER, consultancy charges as separately agreed as per Annexure-1 attached herewith with Credit Period of 75 Days.

The abovesaid sum is inclusive of Salary/ Wages, Relieving allowance, PF/ESI and other levies towards the such Security Guards/ Supervisor and the same may be revised by way of mutual understanding between the parties.



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Managing Director

3.2 It is to be made clear that Agency shall not be liable to pay any other amount/Charges to SERVICE PROVIDER except such rates as mentioned here-in-above.

3.3 That all the bills shall be raised against the agency and shall be submitted to the concerned Manager/s of Building/s.

4. STRENGTH OF SECURITY PERSONNEL:

4.1 The unit strength of Security personnel shall vary from time to time as per needs and requirements of the Agency and the same shall be reviewed from time to time depending on the exigencies of the situation as per the Agency.

5. REPRESENTATION & COVENANTS

5.1 That the agency, in order to enable SERVICE PROVIDER to perform Security services shall provide Reasonable means of access to the said Building/s during such hours/time as communicated by the Agency to SERVICE PROVIDER in advance.

5.2 That the SERVICE PROVIDER shall endeavor their best efforts to provide Security Services, in Building/s, without creating any hindrance in working/operations of Building/s.

5.3 That the SERVICE PROVIDER, in consideration of compensation only, as mentioned herein, shall perform all its part as undertaken by it under this agreement, without charging any extra cost, on any account, from the agency.

5.4 That the SERVICE PROVIDER shall under obligation to maintain attendance register to mark all attendances of security personnel provided in any or all Building/s and shall present the same to the concerned developer/s or to the agency as and when demanded by them.

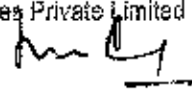
5.5 That the SERVICE PROVIDER shall provide the following documents at time of signing of this agreement:

- a) Copy of PAN No.
- b) Copy of EPF No.
- c) Copy of GST No.
- d) Copy of ESI No.
- e) Copy of TIN No.
- f) Indemnity bond & Affidavit in Agency's Format.
- g) Copy of workmen compensation policy.
- h) Copy of labour registration/license.

5.6 The SERVICE PROVIDER shall be under obligation to provide efficient, trained and skilled security personnel with following requisite performance/conditions:



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- a) All security personnel must be in proper uniform with identity cards as issued by SERVICE PROVIDER to its employees/security personnel;
- b) Security Supervisor shall maintain attendance register to mark presence of deployed security guards/personnel in Building and furnish the same to Agency/Concerned Developer as and when demanded;
- c) All security personnel must be educated, well trained civil personnel and fit for security job.
- d) All security personnel must perform their duties in vigilant and proper manner like – (i) to check every visitor to Building/s with the help of detecting device/machine (ii) check each and every vehicle at entry point without negligence (iii) all security personnel should be present at their assigned positions during their duty hours (iv) beware of any suspicious person in or around Building/s, so that security of Building/s could not be loosened at any time; and (iv) to do all other works for security purposes so that any mishappening can be avoided.
- e) SERVICE PROVIDER shall ensure complete security of the building, its Properties, occupiers and visitors etc. and further relieve the Management of concerned Building from all security and allied problems;
- f) All Security personnel shall work as per instructions of the Agency;
- g) Late coming is not allowed in any circumstances and shall be treated as default.
- h) SERVICE PROVIDER shall provide list of manpower who shall perform the duties at V3S East Centre. Incase of any changes in guard list, SERVICE PROVIDER will give the advance notice towards the same otherwise the presence of out of the list persons shall not be counted towards presence of those persons.
- i) Minimum qualification of Guard 10th pass and height should be minimum 5, 6". Incase Guard is not up to the mark, than payment of that Guard will not be paid to agency.
- j) Less then 5 attendances in a month of any guard is not consider in bill.
- k) The SERVICE PROVIDER, at its own cost, shall provide complete uniform including belts, caps, shoes, Torch, baton and name plates to all Security Personnel;
- l) The SERVICE PROVIDER shall ensure that no theft, pilferage etc. takes place inside Building/s due to negligence of the security staff/Personnel;
- m) The Security Guard/personal posted at the Agency's premises shall ensure that no unauthorized person can enter in the site / office/ building premises and further ensure that there may not cause any nuisance or disturbance;
- n) The Security Guard shall check in & out material as per challans at site/s and shall maintain record register for same purpose;

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- o) The Security Guards shall inform the management about worker's moral and union activities and to ensure that the security personnel do not mix up with any of the Agency's/occupant's employees;
- p) The Security Guards must show due courtesy towards the visitors/occupier of Building/s;
- q) The Security Guards shall ensure that incoming visitors are checked in and out at designated checking points without any delay and default. In case, any complaint (whether in writing or orally) is received by Security Supervisor due to any inordinate delay in checking or any other reason then such complaint is to be attended by concerned Security Supervisor immediately;
- r) The Security Guards shall ensure that no security personnel/ SERVICE PROVIDER'S employee bring along with him any item inside Building/s, which is not connected with the performance of his duties;
- s) The Security Guards shall carry all equipments as required in performing their duties under this agreement;
- t) An authorized person of the SERVICE PROVIDER shall visit site/s at least once during day timing and at least once a week during night to ensure the presence of the security guard on the site. Such authorized person shall record his such visit with remarks in attendance register maintained at site.
- u) The SERVICE PROVIDER shall not enter into any sorts of agreements, understanding etc. to provide its services to the owners of the units at the sites/ building till the time this agreement is in force for any respective sites/ building.
- v) If there is found any fake attendance by the Agency or by any of its representative then it will be viewed seriously and in such case the Agreement may be terminated by the Agency. However for every fake attendance, there shall be a deduction of five days attendance by the Agency as a penalty for which the SERVICE PROVIDER agrees.

6. WORKING HOURS

That the SERVICE PROVIDER shall perform all its obligations under this agreement in such shifts/hours, as communicated by the Agency to SERVICE PROVIDER in writing, without causing any hindrance in the working/operations of Building/s.

7. SAFETY AND PRECAUTIONS

7.1 That it shall be the SERVICE PROVIDER's liability to ensure the safety of all their security personnel, employees, agency's employees, Building/s visitors etc. while providing security services under this agreement and SERVICE PROVIDER shall take all necessary precaution and preventive measure to ensure safety of all its Security personnel, workers, employees, agency's employees, Building/s visitors etc.

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Managing Director



7.2 That occurrence of any accident, mishappening etc while providing security services in any or all Building/s, under this agreement, shall be the sole responsibility of the SERVICE PROVIDER. Agency specifically bears no liability/responsibility for any causality, accidents, damages, losses etc if caused to any person/property throughout the term of this agreement and the SERVICE PROVIDER hereby undertakes to indemnify and hold harmless the agency, its members and all affiliates against all expenses, damages and losses which might be caused to agency and/or developer due to failure of SERVICE PROVIDER to perform its part under this Para/Agreement.

7.3 The SERVICE PROVIDER shall be fully responsible for his staff/ workmen for any incident/ accident/ mishappening or casualty during the course of providing its services. The Agency or the owners of unit or developer of the building will not be responsible for any such incident/ accident/ mishappening/ casualty. Any liability arising out of such incident/ accident/ mishappening/ casualty shall be of SERVICE PROVIDER.

8. LEGAL COMPLIANCES

8.1 That the SERVICE PROVIDER shall comply with all laws, rules, regulations, notifications, directions etc., as issued by Governmental/concerned authorities, related to their kind of business including but not limited to safety, prevention, precaution, labour licenses, workmen compensation policy, mandatory registration with concerned authority, police verification of security personnel.

8.2 The SERVICE PROVIDER shall be under obligation to obtain and keep effective all mandatory/required licenses, permissions, registrations, insurance etc. before providing Security Services in Building/s and shall also provide true and/or certified copies thereof to Agency/Developer.

9. SUB CONTRACT

The SERVICE PROVIDER shall not enter into any sub-contract with third party to assign any or whole of its part under this agreement and duly perform its part under this agreement through itself.

10. MISCELLANEOUS

10.1 The service provider shall ensure that no damage is caused to any of the properties of the Agency by its employees and in any case any such damage is caused due to the negligence of the employees of the service provider, then the service provider shall be liable to make good the same to the Agency.



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- 10.2 Security personnel deployed by service provider will be bound to follow all the rules & regulations of the Agency and their authorized representatives from time to time. They are responsible to protect all type of belongings/properties movable or immovable of the Agency and its employees.
- 10.3 Service provider and their deployed staff shall be responsible for security aspects of all internal & external properties and belongings of the Agency and their employees. Deployed Security personnel shall be liable to maintain day to day Records & Registers which will be provided by Agency.
- 10.4 Service providers shall deploy trained persons and provide educate Refresher Training/Fire Training to them from time to time as under:
- (A) On job Training by Branch Manager on monthly basis.
 - (B) On job Training by Operation Manager on weekly basis.
 - (C) On job Training by Security Supervisor on daily basis.
 - (D) On Job Training by the experts hired /engaged from outside on monthly basis.
- 10.5 One meeting in a month will be held at Agency's office between service provider and Agency's representative to evaluate the security services and its improvements.
- 10.6 Service provider shall ensure that senior personnel from their office shall supervise all their staff deployed at Agencies premises on daily basis and make a report in daily report register. Senior Team of the Service provider to ensure minimum 6 surprise visits a month at the site during the silence hrs...to check the alertness of the guards. Agency to be apprised of the findings in written along with the photographs on the next working day.
- 10.7 Service provider agrees that to keep their staff prompt and alert they will accept debit/penalties raised by Agency for short strength and poor services of staff of service provider as under ;
- (A) In case of strength shortage Agency will impose a penalty 1.5 times of the day wages per shortage along with all billable charges to the service provider.
 - (B) A penalty of Rs. 50/- PD per staff shall be imposed on service provider if their staff not found in proper Dress / grooming.
 - (C) Rs. 1000/- per case penalty and immediate removal from the site shall be imposed for misbehaving with customer/Senior employees/find fighting among own staff or with the employees of the other service providers deployed at the site.
 - (D) Rs. 5000/- penalty shall be imposed for non response by Service Provider during emergency within specified response time that is 45 minutes on telephonic information send by unit head of Agency or any other authorized officer for this purposes.
 - (E) No OD is allowed, Penalty @ 1.5 times of the day wages per OD will be imposed.



For Sharp Protective Services Private Limited

[Signature]

Managing Director

(F) Service provider has to ensure the best of the discipline /professionalism on behalf of his employees deployed at the sites, in case of deployed team member(s) found drunken / in inebriated condition during the duty time/ non duty time in the Mall premises than the penalty of Rs. 5000/- per case will be imposed on the service provider in addition to the immediate removal of the accused from Agency site.

- 10.8 **Billing:** The Service Provider will raise invoice to the Client on or before 10th day of every month for last month working alongwith Photocopy of Attendance Sheet & Muster Roll dully verified by concerned Authority of Client, ESI & PF Challan/Form 11 (as applicable) and other documents. All payments towards Service provider invoice are to be made by cheque/draft/pay only.
- 10.9 **Mobilization:** There are no Mobilization charges as deployment of security staff has been already declared by Agency and service provider ready to give their service at designated place.
- 10.10 **Deductions:** The Agency has the right to deduct the amount from the Service provider monthly invoice to meet the accounts statutory obligations which includes TDS and others (as applicable) as per the law of the land.
- 10.11 **Payments to Guarding Personnel:** The Agency or their representatives will not offer any payments in cash or kind of any other incentive whatsoever to the Service provider Guarding Personnel deployed at the Agency's location for whatsoever reasons and if they do so, it is entirely at their own risk and the Service provider will not be responsible.
- 10.12 **Rotation of Guarding Personnel:** The Service provider retains its right to transfer/rotate/remove all or any of its Guarding Personnel from the Agency's location/s at any point of time with proper consent of Agency during the valid period of the contract.
- 10.13 **Compensation:** The service provider shall get its employees duly insured against any injury or death while working at the premises of the Agency. The service provider shall keep the Agency duly indemnified against any claims or compensation in this regard.
- 10.14 The service provider shall ensure that none of his employees create any indiscipline, nuisance or demonstration in or outside the premises of the Agency.
- 10.15 That the agreement envisages herein shall always be on principal to principal basis and neither the service provider nor any of its employees shall ever be entitled to claim to be the employee of Agency.
- 10.16 **Re-employment:** The Agency will not offer direct employment to any of the Service provider employee/s during this contract.



For Sharp Protective Services Private Limited

Managing Director

- 10.17 **Functioning Tools:** During the contract, the Agency will provide the Service Provider with a functional Cabin, Walkie Talkie, Tables, Chairs, Torches, Consumables such as cells, Stationery items, Documentation Tools, etc.
- 10.18 **Revision of Contract Rates:** The Agency and service provider will sit and mutually agreed on a suitable revised rate and effective time as applicable. The Service provider will raise the bill to the Agency as per the revised rates w.e.f. the effective date as mutually agreed upon.
- 10.19 **Living Accommodations:** The Agency shall not provide any accommodation for service provider's personnel as it is included in the rate.
- 10.20 **Central and State Government Rules:** The service Provider shall be responsible for the payment of wages as also for observance of various laws, rules and regulations applicable to service provider and its employees. The service provider shall maintain proper records as per applicable laws and shall be liable for any defaults in respect thereof. If the Agency is held liable by any Government authority for the default on the part of the service provider, the service provider shall make good all losses, damages and costs of the Agency, which in addition to the other remedies available to the Agency can also be recovered by the Agency out of their payments to be made to the service provider in terms of this agreement. That the service provider shall always keep indemnified the Agency/direct-indirect associates against any claim of any nature which as per this agreement is the liability of the Service provider. That is the claims of any nature of the staff deputed by the Service provider in the premises of the Agency. Any liability on any account towards the said staff, any local authorities or Govt Departments or under any of the relevant Laws

11. TERMINATION/SUSPENSION/RENEWAL

- 11.1 That the Agency, at its sole option, shall have the right to terminate this agreement at any point of time by giving 15 days written notice to SERVICE PROVIDER in this regard with or without assigning any reason thereof.
- 11.2 That the SERVICE PROVIDER has no right to terminate this agreement except in a case where the agency has failed to pay the compensation under this agreement provided that SERVICE PROVIDER has served 2 months prior written notice to Agency in this regard.
- 11.3 That Agency shall not be liable to the SERVICE PROVIDER for any consequences including but not limited to monetary losses for any reason due to the termination under this Agreement

12. NO FORCE SERVICES



For Sharp Protective Services Private Limited

Managing Director

All notices, communications shall be sent to Parties hereto at addresses as mentioned here-in-
above in this agreement

13. THIRD PARTY

Nothing contain in this Agreement shall create a contractual relationship with or a cause of
action in favour of a third party against either agency and/or SERVICE PROVIDER.

14. INDEPENDENT CONTRACTOR

SERVICE PROVIDER is acting hereunder as an Independent contractor. SERVICE
PROVIDER shall not be considered or deemed to be an agent, employee, joint venture, or
partner of the agency.

15. SEVERABILITY

In case anyone or more provision of the Agreement shall be invalid, illegal, or unenforceable,
in any respect, the validity, legality, and enforceability of the remaining provisions contained
herein shall not be in any way affected or impaired thereby.

16. INDEMNIFICATION

The SERVICE PROVIDER shall indemnify and hold harmless the agency, developers its
members and affiliates, and each of their respective shareholders, officers, directors, partners,
members, employees, affiliates, successors and assigns from and against all damages, losses,
costs, litigation expenses, counsel fees and liabilities incurred in connection with any claims
and demands, if caused by the Negligent acts, errors or omissions of SERVICE PROVIDER,
or any other person directly or indirectly employed by SERVICE PROVIDER, while engaged
in the performance of the Agreement or any activity associated therewith or relative thereto.

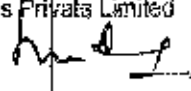
17. EXTENT OF AGREEMENT

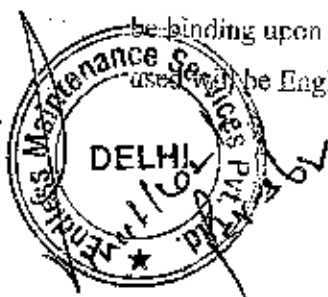
This Agreement represents the entire agreement between agency and SERVICE PROVIDER,
and supersedes all prior negotiations, representations or agreements either written or oral.
This Agreement may be amended only by written instrument signed by both the parties.

18. ARBITRATION

All Claims, disputes or other matters in question between the parties to this Agreement shall
be submitted to and finally settled in accordance with the Arbitration and Conciliation Act,
1996 (India) by the Sole Arbitrator to be appointed by the Agency and decision whereof shall
be binding upon the parties hereto. Any such arbitration shall occur in Delhi and the language
used shall be English. Each party agrees to pay its own costs in connection with the arbitration

For Sharp Protective Services Private Limited


Managing Director



19. JURISDICTION

The present agreement is made and executed in Delhi, the court at Delhi shall have exclusive jurisdiction over any dispute, which may arise out of or in connection with the terms of this Agreement.

IN WITNESS WHEREOF, the parties aforementioned have put their signatures, unto this in token of acceptance of the terms and conditions thereof on the day, month and year first above written in the presence of the following witnesses:

WITNESSES:

1.

For M/s. Endless Maintenance Services Private Limited

2.

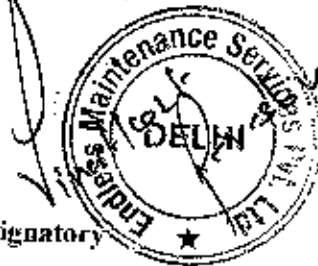
Authorized Signatory

For M/S SHARP PROTECTIVE SERVICES PRIVATE LIMITED

For Sharp Protective Services Private Limited

Managing Director

Authorized Signatory



A handwritten signature in black ink, likely belonging to the Managing Director of Sharp Protective Services Private Limited.