



सत्यमेव जयते

INDIA NON JUDICIAL

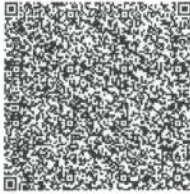
Government of National Capital Territory of Delhi

₹100

e-Stamp

Certificate No. : IN-DL94771196512886V
Certificate Issued Date : 10-Nov-2023 11:34 AM
Account Reference : IMPACC (IV)/ dl1045903/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL DL104590354289142420271V
Purchased by : SURYA MAINTENANCE AGENCY PVT LTD
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : SURYA MAINTENANCE AGENCY PVT LTD
Second Party : BRIGHT ENTERPRISES
Stamp Duty Paid By : SURYA MAINTENANCE AGENCY PVT LTD
Stamp Duty Amount(Rs.) : 100
(One Hundred only)

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₹100

Please write or type below this line

IN-DL94771196512886V

AGREEMENT FOR HOUSE KEEPING SERVICES

This Agreement for House Keeping Services (hereinafter referred to as the "Agreement") is entered into and executed at New Delhi on this 10th NOVEMBER, 2023.



For BRIGHT ENTERPRISES

Proprietor

BETWEEN

M/S SURYA MAINTENANCE AGENCY PVT. LTD., a Company incorporated under the provisions of Companies Act, 1956 having its registered office at G-25, Ring Road Mall, Plot No. 21, Mangalam Place, Sector-3, Rohini, Delhi (hereinafter referred to as the "Company" which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) acting through its Authorized Signatory **Mr. Vinod Goyal** being the PARTY OF THE FIRST PART.

AND

M/S BRIGHT ENTERPRISES, a Proprietorship Firm having its Principal Place of business/ Office at Shop No-G-5, Ground Floor, NDM-2, Netaji Subhash Place, North West Delhi-110034 (hereinafter referred to as the "Service Provider") which expression shall unless it is repugnant to the context or meaning thereof, be deemed to include its successors and permitted Assigns) acting through its Proprietor **Sh. Vishwa Nath Verman**, being the Party of the Second Part.

The Company and the Service provider are hereinafter collectively referred to as the 'Parties'.

WHEREAS:

- (A) M/s V3S Infratech Ltd. (hereinafter referred to as "Developer") has constructed/ developed a building(s) named NDM-1 at Plot No. B-2,3,4, and NDM-2 at Plot No. D-1,2,3, both situated at Netaji Subhash Place, Delhi – 110 034 (herein after referred to as the said Plot/ NDM).
- (B) The Developer has awarded all the rights towards running and housekeeping services of the said buildings i.e. NDM-1 at Plot No. B-2,3,4, and NDM-2 at Plot No. D-1,2,3, both situated at Netaji Subhash Place, Delhi – 110 034 (in short "said development/ mall") to the Company i.e. "**M/s Surya Maintenance Agency Private Limited**" and the Company is responsible for providing for housekeeping services in respect of the said building (except for areas within the premises leased or sold to the occupants); including the Common Areas and certain other services; and
- (C) The Company is hence interested to appoint a professional managed organization to professionally manage the day-to-day housekeeping services of NDM-1 & NDM-2 as per the scope of Services; and
- (D) M/s "**Bright Enterprises**" has represented that they are the specialized agency engaged in providing House Keeping Services to the various shopping malls, hotels etc. and are having a efficient work force in order to provide House Keeping Services.
- (E) M/s "**Bright Enterprises**" has shown its interest in providing House Keeping Services in the said building/ Mall i.e. NDM-1 & NDM-2 as per the requirement of the Company;
- (F) The Company hereby agrees to appoint the Services provider i.e. "**M/s. Bright Enterprises**" and the services provider hereby agrees to provide the housekeeping



For BRIGHT ENTERPRISES

Proprietor

facilities i.e. specific services more particularly detailed in Annexure-A in relation to the Mall on the terms and conditions recorded hereunder:

NOW THEREFORE, THIS AGREEMENT WITNESSETH AS UNDER:

1. TERM OF THE AGREEMENT

A. Term:

The Agreement shall be for a period commencing w.e.f. November 15, 2023 upto November 30, 2024 (**both dates included**).

B. Extension and Renewal:

The Contract period can be extended or renewed for an additional term on the same or revised terms and conditions as may be mutually agreed between the parties. Either Party may give an advance notice of thirty (30) days in writing to the governing other party of its intent to extend or renew the Term of the Agreement.

C. The Agreement along with all Annexures annexed hereto constitutes the entire Agreement between the Parties and revokes and supersedes all previous discussions written or oral, correspondence and/ or any Agreements entered previously between the parties. This Agreement shall not be changed or modified except by written amendment duly agreed and signed by both the Parties.

2. SCOPE OF SERVICES:

2.1 The Service Provider shall provide Housekeeping services in respect of the Mall/ building; including services in relation to operation and maintenance of the Common Areas and operation and maintenance of the certain common facilities and the Service Equipment etc., in the Mall/ building ("Services").

2.2 Without prejudice to the generality of the above, the Services shall include but not limited to and be made available to the occupants in the Mall during the Normal Operational Time and during such time and period of the day as mutually agreed to by the Parties in this regard.

- i. To maintain the Common Areas: To maintain and keep in good condition the Common Areas;
- ii. To clean, maintain and operate lighting in the Common area: To arrange for the cleaning and lighting of the Common Areas;
- iii. To collect and remove refuse, solid and liquid waste: To prepare house rules to prevent any refuse from being deposited on or in the Mall/development or any part thereof (*other than at the refuse collection points provided for such purpose*) and to collect, remove and treat any refuse, solid and liquid waste and arrange for its disposal at regular intervals in consultation and with the consent of the Company and any cost incurred to meet these activity will be borne by the Company.



For BRIGHT ENTERPRISES

Proprietor

- iv. To deal with and enquiries: To deal fairly, impartially and courteously with all complaints and enquiries, complaints made by occupants, Company and its customers.
- v. Cleaning and maintenance of the façade of the Mall/building upto reasonable heights.

3. OBLIGATIONS OF THE SERVICE PROVIDER

The Service Provider shall :

- a. Maintain all registers, records, reports and returns for inspection by various authorities at short notice.
- b. ensure that his/her employees, while on the premises of Company or while carrying out their obligations, observe the standards of cleanliness, decorum, safety, good behaviour and general discipline laid down by the Company or its authorized agents and the Company shall be the sole judge as to whether or not the Service Provider and /or his employees have observed the same.
- c. personally and exclusively supervise or employ sufficient supervisory personnel, exclusively to supervise the work of his personnel so as to ensure that the services rendered are carried out to the satisfaction of the Company.
- d. ensure that no employee of the Service Provider will enter or remain on the Company's premises beyond the specified time limits unless and absolutely necessary for fulfilling Service Providers obligations.
- e. be liable for any damage caused to the Company or its premises or any part thereof or to any fixtures or fittings thereof or any property of the Company and therein by any act, omission, default or negligence of the Service Provider or his employees or agents.
- f. supply identity cards to his employees or agents who shall be doing the subject job at the Company's premises. All the employees and agents should bear the identity card for all the times they are working in Company's premises.
- g. provide distinct uniform to its employees or agents. The uniform should have logo of Service Provider and shall be kept neat, tidy and in a wearable condition.
- h. The Service Provider shall not engage any person who is suffering from contagious or infectious diseases or who is a minor.
- i. The Service Provider shall strictly abide by the terms and conditions as stipulated in Contract Labour (Regulation and Abolition) Act, 1970 and rules framed thereunder, Minimum Wages Act, 1948 or any other relevant labour law/statute in force.
- j. That the Service Provider shall implement and cover all the personnel employed by it under the various industrial/labour laws, existing or amended from time to time, such as E.S.I.C., P.F., Bonus, Workmen's Compensation Act, etc. and shall also be responsible for any claim/damage made by the personnel employed by it under this



Agreement. The Service Provider shall maintain the muster rolls, salary registers, leave registers, P.F. registers, etc and shall also pay provident fund and the professional tax in time and file returns in respect of all the employees employed in the Company's premises under this contract and the Service Provider shall make available the same to the Company every month.

- k. That the Service Provider also agrees that in case of any pilferage or theft of the Company's material, it shall reimburse the same to the Company during the pendency of this contract. It shall also make good any loss or damages, caused by it or its personnel to the Company during the pendency of this contract.
- l. That the Service Provider also agrees to make available to the Company or to any Statutory Authority, relevant information and/or records as may be obligatory under the rules, statutes as may be directed in that regard by the Company or by any Statutory Authority respectively.
- m. The Company will not provide accommodation to the Service Provider in the Company's premises.
- n. The Company will impose a penalty of Rs.500/- per day if the personnel deployed by the Service Provider are found either unauthorized absent from their post or sleeping on duty.
- o. In the event of termination of the contract for any reason whatsoever, the Service Provider/or persons employed by the Service Provider or its agents shall not be entitled for any sum or sums whatsoever from the Company by way of compensation, damages or otherwise.
- p. The Service Provider shall ensure payment of minimum wages, as per the applicable relevant laws, to the workmen employed by the Service Provider, shall maintain a register of wages and details of bank transfer and shall submit the same to the Company every month.
- q. The Service Provider shall indemnify and keep indemnified the Company against all losses and claims, damages or compensation for breach of any provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 or any other labour law/statute in force in this regard. The Service Provider only shall be responsible for liabilities, if any, in this regard.
- r. The payment of wages to the employees of Service Providers will be made through cheque, accompanied by proper money receipt, by the Service Provider. The Service Provider will submit the details of cheque/ banktransfer for Company's record.
- s. It is the obligation of the Service Provider to cover its employees under the ESI and EPF and the Service Provider will submit to the Company the proof (with names) of each such payment made to the authorities concerned.
- t. An Undertaking is to be submitted by the Service Provider as per the draft (given below) already submitted by Company to the Service Provider stating, inter-alia, that



they have complied with all the provisions of applicable laws with respect to the relevant Minimum Wages Act, ESI and EPF Acts.

- u. The rates quoted shall include cost of all tools, cleaning materials, manpower cost including wages, liveries etc., taxes & duties (including services tax) payable to the appropriate authority . No extra payment over and above the rate quoted shall be made to the Service Provider in this respect.
- v. The Service Provider shall be solely responsible for all injury to the workmen and for all damages caused to the building, DG set and other properties that may occur due to negligence, carelessness, accidental or any other reasons whatsoever. The Service Provider shall fully indemnify the Company and hold Company harmless in respect of all and any such expenses arising from all such injury or damages to any person(s) or property as aforesaid and also in respect of any claim made in respect of injury or damage under any act of compensation or damage consequent upon such claim.
- w. In case of unsatisfactory service, the Company reserves the right to terminate the contract by giving 15 days notice & forfeit the security deposit.
- x. The Service Provider or its authorised representative shall be present at site every day and closely supervise/ monitor the entire work entrusted to him and report the progress of work/ repairs etc. that needs to be taken up, to the caretaker/ concerned officer regularly.
- y. The Service Provider will be entirely responsible for any obligation arising out of the contract such as liabilities under Provident Fund Act, Employees State Insurance Act, etc.. as also all the liabilities arising out of termination of the House keeping personnel.
- z. Payment of salaries / wages due to the Service Provider's employees shall be made by the Service Provider on or before the seventh of every month. The necessary salary / wages payment vouchers shall be open to Company's inspection which shall be carried out by Company's authorised representatives and the same shall be verified by him. In case of default on Service Provider's part to pay the salaries / wages to his employees, Company shall have the right to demand such payments to the Service Provider's employees or to recover the same from the bills submitted by Service Provider.
- aa. Copies of salary / wage payment made by the Service Provider to his employees deputed at Company's premises will be submitted to the Company every month.
- bb. The Service Provider shall be responsible for any claim arising out of the terms and conditions of the employment under the Payment of Wages Act, 1936 and Contract Labour (Abolition and Regulation) Act 1970 or any other law prevalent during the contract period or which comes into force from time to time during the period of contract. The Service Provider shall indemnify the Company against any costs or expenses that the Company may incur with regard to any legal obligation not discharged by him.



4. SUB-CONTRACTING

- 4.1 If required, the Service Provider may hire reputed contractors and/or sub-contractors to undertake work on or in and for the benefit of the Mall only with prior written permission from the Company. The Service Provider shall supervise the performance of all such sub-contractors to ensure that the work is carried out and completed in accordance with the specifications and in all respects to the requirements of the Company. Notwithstanding anything contained hereinabove, the Service Provider shall at all times be responsible for all the acts of omissions and commissions on the part of its contractors and/or the sub-contractors and shall hold the Company harmless and keep it indemnified in this regard.
- 4.2 All such arrangements entered into by Service Provider with the third parties/contractors shall be co-terminus with this agreement. In the event of this agreement coming to end either due to efflux of time or early termination all such third parties/contractors shall vacate the mall and shall have no right to continue working in the mall.
- 4.3 Any work done by the contractor, sub-contractor if not done to the satisfaction of the Company shall be corrected / undertaken by such Service Provider to the satisfaction of the Company without any extra cost either by itself or through Contractor/ Sub-contractor.
- 4.4 Any claim on account of any incident/accident/mishappening at the site to any employee of contractor/sub-contractor or casual labour employed by any such third party shall be sole responsibility of the Service Provider
- 4.5 The Service Provider alone shall be responsible for its acts and the acts of its employees and sub-contractors and the Company shall not be responsible for their acts nor shall it be responsible for any payments of salary, remuneration or any other claims, dues including statutory dues under the Labour Laws including PF, ESI and others. Any dispute arising due to Service Provider staff shall be responsibility of the Service Provider and the Service Provider shall indemnify the Company harmless and keep it indemnified in this regard. The Service Provider further undertakes to hold the Company harmless and keep it indemnified in the event of any liability, claims, demands, mishaps, accidents etc., arising as a result of non-compliance or non-adherence of any such law, rules and regulations and for all the acts of omissions and commissions on the part of its contractors and/or the sub-contractors.
- 4.6 The Service Provider alongwith its sub-contractor shall adhere to the applicable laws including but not limited to the following: -
- Payment of Wages Act 1936 & payment of minimum wages act 1948
 - Employees P F and miscellaneous provisions act 1952
 - Employees State Insurance Corporation Act 1948
 - Contract Labour (Regulation & Abolition) Act, 1970
 - Workmen Compensation Act 1923
 - Other Acts, Rules and Regulations as may be applicable time to time.



- 4.7 The Service Provider shall ensure that it shall depute the required man power in compliance with the applicable laws, rules and regulations as amended time to time and in case there is any default, the Service Provider shall be solely liable for such default.

5. FEES OF THE SERVICE PROVIDER AND OTHER DETAILS

- 5.1 The fees/ charges for deployment of various personnel by the Service Provider required to be deployed in the Mall shall be on the basis as agreed between the Company as per the rates as detailed in Annexure-1 ("Fees"). The amount payable shall be on the basis of actual deployment. Any increase/decrease in the number of persons to be deployed in the Mall shall be with the prior approval of Company. The amount raised/ billed by the Service Provider by way of respective invoices shall be paid within 15(Fifteen) days of the receipt of invoice by the Company from the Service Provider and counter signed by the Service Provider of the Company. GST as applicable from time to time shall also be payable by the Company to the Service Provider. In lieu of services rendered by the Service Provider towards the Management of the Property i.e. said Building, as provided under this Agreement, a Management fee and other charges as per the Annexure-B shall be paid by the Company to the Service Provider. Other expenses shall be reimbursed on actual basis and after due approval by the authorised personnel of the Company.

Further the Service Provider shall submit a copy of the attendance register and salary register of all the persons deputed at the said Building alongwith proof of payment of the previous months salary to the persons deputed by the Agency, in the absence of which no payment shall be made to the Service Provider. The Payment to the Service Provider shall only be released on the basis of approved bills and on submission of the above documents by way of an account payee cheque in favour of the Service Provider. All the payments shall per made after deduction of TDS as per applicable rates.

The contents of the bill (s) shall be verified by the Company within 10 days from the date of submission of bill. After verification, if any discrepancy is found, it shall be communicated to the Service Provider for correction. If no discrepancy is found the payment of the bill shall be deemed to be correct and accepted by the Company, The payment shall be made within further 15 days subject to the Service Provider submitting the CAM, electricity, water charges recovery statement along with the outstanding liabilities of the occupants.

Any change in the scope of Services in relation to the Mall as also any change in deployment and numbers of manpower resources, as and when required shall be done with the prior approval of the Company, and shall be dealt with in accordance with the per unit agreed rate. .

Bill will be raised in the name of " M/s Surya Maintenance Agency Pvt. Ltd."

- 5.2 Subject to the timely payment of the Fees and the mutually agreed expenditure overheads as stated above, the Company shall not be responsible for any other dues, expenditure or liability incurred by the Service Provider in the performance of its duties except as mentioned in Article 3.



For BRIGHT ENTERPRISES
[Signature]

- 5.3 (a) Revision of Minimum Wages: Deployment costs are based on wages of different categories of personnel like technical, security and house keeping, manpower, as per the minimum wages promulgated by the government of the NCT of Delhi. There shall be proportionate revision in the wages of the deployed manpower as and when the government for the State of Delhi revises the minimum wages. Total deployment cost or the management fees shall thus be increased subject to approval of the Company. The Service Provider shall provide to the Company the details of the minimum wages applicable to the various categories of personnel being deployed on the Effective Date.
- (b) Spares and Consumables: Unless otherwise agreed to by the Company, all spares, consumables and toiletries including housekeeping consumables and chemicals required by the Service Provider for day-to-day maintenance and upkeep of equipment, facilities and the Mall in general shall be procured by the Service Provider. The purchase, procurement & settlement of the invoices of the vendors shall be the responsibility of the Service Provider.
- 5.4 In the event the deployment cost requires any modification, the same shall not be given effect to until the prior written approval of the Company has not been obtained.

6. SAFETY OF WORKMEN:

- 6.1 The Service Provider shall ensure strict safety standards while executing the work. These safety standards will apply to all workers/staff/manager/Company/visitors etc. The Service Provider shall be fully responsible for his staff/ workmen for any incident/ accident/ mishappening/ casualty during the execution of the work at site. The Company will not be responsible for any such incident/ accident/ mishappening/ casualty. Any liability arising out of such incident/ accident/ mishappening/ casualty shall be of the Service Provider. Any liability arising out the insufficient safety standard shall be the Service Provider's responsibility.
- 6.2 The Service Provider shall purchase and maintain, at its cost and expense, for the benefit of Company and the Service Provider, the following admitted insurance coverage during the performance of the work and until completion thereof:
- 6.3 (a) Workmen's compensation insurance. Contractor shall, at its expense, carry during the term of this Contract Workmen's compensation insurance as required under the Workmen's Compensation Act, 1923.
- (b) The Service Provider shall not employ any child labour under the 18 years of age on the work. If female labour is engaged the Service Provider shall make necessary provision for the safeguarding small children and keeping them clear of the site of operation.

7. TERMINATION

- 6.1 Without prejudice to any right of Company and occupiers, the Company may by an immediate notice in writing to the Service Provider, terminate this Agreement in part or in full in the event the Service Provider:



- (i) Is in breach of any of the terms and conditions of this Agreement, which, in the case of a breach capable of remedy, has not been remedied by the Service Provider within 4 (four) days from receipt of a notice given by the occupier and/or the Company specifying the breach and calling for its cure/rectification/remedy.
 - (ii) Is incompetent, guilty of misconduct and/or negligence in the providing the Services.
 - (iii) Has, after due warning by the Company, failed or refused to provide the Services optimally and prudently as required of it.
 - (iv) Any other reason due to which the Company is of the opinion not to continue with the Service Provider.
- 6.2 Consequences of Termination: Upon expiry or earlier termination of this Agreement, as the case may be, the Service Provider shall deliver all books, papers, documents, in its possession concerning the Company to the Company or its representatives or such person, firm or Company as the Company may have duly appointed in place of the Service Provider and shall transfer to the Company or its representative or other person, firm or Company as aforesaid as the Company may direct, all monies collected by the Service Provider in the exercise of its power and duties under the Agreement.
- 6.3 The Service Provider can terminate this agreement only after giving 2 months advance notice to the Company. The Company may however terminate the services of the Service Provider without any notice.

7 GENERAL

- 7.1 Complaint Redressal And Emergency Contacts: If any complaint is registered with the Service Provider by any occupant or person in relation to the Services, the Service Provider shall attend to it and redress the same within 2 (two) hours.
- 7.2 Dress Code: The Service Provider is having their own dress code with the logo of the Service Provider as per the job specification and the cost for the same will be borne by the Service Provider. In case, the Company defer with the dress code of the Service Provider then with the mutual consent the dress code will be finalized and in such case, the Service Provider undertakes to supply new dress to its employees/ the sub-contracted employees at its own cost and expenses.
- 7.3 Costs: Save as expressly otherwise provided in this Agreement, each of the Parties hereto shall bear its own legal, accountancy and other costs, charges and expenses connected with the negotiation, preparation and implementation of this Agreement and any other agreement incidental to or referred to in this Agreement
- 7.4 Save as otherwise specifically provided in this Agreement, any notice, demand or other communication to be served under this Agreement may be served upon any Party hereto only by registered speed post acknowledgement due or delivering the same by courier to the Party to be served at its address below or at such other address as it may from time to time notify in writing to the other Party hereto.



- 7.5 Company hereby declares and the Service Provider hereby accepts and agrees that all the housekeeping services as provided by the Service Provider are under the direct supervision and control of the Service Provider and the Company does not have any direct or indirect control over the manpower deployed by the Service Provider either itself or through some other agency. Any mishap/accident shall not be the responsibility of the Company. It is specifically agreed between the Parties that the Safety/ Security of the men/ material/ machines etc. shall be the sole responsibility of the Service Provider and further that the Company shall not be held responsible for the maintenance of the same in any manner whatsoever. It is further agreed that in case any of the occupant/ owner/ tenant/ visitor or any other person make any complaint and/or if there is any safety/security related issue in the said building or if there is any complaint before any court of law or before any statutory authority, then the Service Provider shall be solely responsible for the same and for that purpose the Second Party hereby undertakes to indemnify the First Party and its directors, employees etc. at all times.
- 7.6 A notice or demand served by registered speed post acknowledgement due or courier shall be deemed duly served 48 (forty eight) hours after posting and a notice or demand sent by facsimile transmission shall be deemed to have been served at the time of transmission and in proving service of the same it will be sufficient to prove, in the case of a letter, that such letter was sent properly by registered post, addressed and placed in the post, in the case of courier, that the letter was addressed and delivered to the courier Company, and in the case of a facsimile transmission, that such facsimile was duly transmitted to a current facsimile number of the addressee at the address referred to above.
- 7.7 Relationship: (a) No provision of this Agreement shall be deemed to constitute a partnership or joint venture between the Parties; (b) No provision of this Agreement shall constitute either Party as the legal representative or agent of the other, nor shall either Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, or in the name of, or on behalf of the other Party; and (c) No person employed by either Party for the performance of its obligations under this Agreement shall be deemed to be an employee of the other Party. Each Party shall be responsible for the payment of all salaries, employment benefits, etc. with respect to all persons who are engaged by it for the performance of any obligations under this Agreement and such person shall not be entitled to any salary benefit or any other claim whatsoever from or against the other Party. Each Party shall indemnify the other against any such claims made by any such person to or against the other Party.
- 7.8 Severability: Any provision of this Agreement which is prohibited, unenforceable or is declared or found to be illegal, unenforceable or void in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. If any such invalidity substantially affects or alters the commercial basis of this Agreement, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same



economic or commercial effect as the original provisions and terms of this Agreement.

- 7.9 Waiver: The failure of either Party to enforce, in any one or more instances at any time or for any period of time, the performance of any of the terms, covenants or conditions of this Agreement, shall not be construed to be a waiver or a relinquishment of any right or claim granted or arising hereunder or of the future performance of any such term, covenant, or condition, and such failure shall in no way affect the validity of this Agreement or the rights and obligations of the Parties hereto. The Parties acknowledge that a waiver of any term or provision hereof may only be given by a written instrument executed by each Party hereto.
- 7.10 Entire Agreement: This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous agreements between the Parties, if any, concerning the matters covered herein whether written oral or implied. The terms and condition of this Agreement shall not be changed or modified except by written amendments duly agreed between the Parties.
- 7.11 Authority: Each Party to this Agreement represents that it possesses full power and authority to enter into this Agreement and to perform its obligations hereunder and that the legal representative of each Party is fully authorized to sign this Agreement.
- 7.12 Applicable Law: The validity, construction and performance of this Agreement shall be construed and the legal relations between the Parties hereto shall be determined and governed according to the laws of India.

8 FORCE MAJEURE

Neither party shall be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, pestilence, civil disorders, governmental orders, or any other similar cause beyond the reasonable control of such party; provided, however, that the non-performing party is without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and could not reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means including, with respect to Service Provider by Service Provider meeting its obligations for performing any disaster recovery services to be provided under this Agreement (each such event, a "Force Majeure Event")

9 ARBITRATION

- 9.1 All disputes, difference or disagreement arising out of, in connection with or in relation to this Agreement shall be referred to a sole arbitrator to be appointed by the Company.
- 9.2 The venue of arbitration shall be New Delhi between the Parties and the language of arbitration shall be English. Each party shall bear its cost of Arbitration.



10 GOVERNING LAW

The Courts at Delhi and the High Court of Delhi at New Delhi alone shall have jurisdiction in all matters arising out of and/or concerning this Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEAL TO THESE PRESENTS ON THE DAY, MONTH & YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESSES:
SIGNED, SEALED AND DELIVERED

for and on behalf of

Surya Maintenance Agency Pvt Ltd.



(Authorised Signatories)

SIGNED, SEALED AND DELIVERED

for and on behalf of

M/s Bright Enterprises



Proprietor

WITNESSES:

- 1)
- 2)

ANNEXURE

MONTHLY COST SHEET NDM-1&2

S. NO.	DESCRIPTION	RATE
House Keeping Services		
(1)		
1	House Keeping Supervisor	23,587.00
2	Houseman/ Maid	19,467.00
(2)	Management Fee @ 6%	

For Surya Maintenance Agency Pvt. Ltd.



Authorised Signatory

For Bright Enterprises

For BRIGHT ENTERPRISES



Proprietor

Authorised Signatory