



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL05083885383950V
Certificate Issued Date : 30-Nov-2023 04:06 PM
Account Reference : IMPACC (IV)/ dl1045903/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL05083885383950V
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 : TRISHUL SECURITECH PVT LTD
Stamp Duty Paid By : SURYA MAINTENANCE AGENCY PVT LTD
Stamp Duty Amount(Rs.) : 100
(One Hundred only)

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Please write or type below this line

AGREEMENT FOR SECURITY SERVICES

THIS AGREEMENT is made and executed at New Delhi on this 30th day of
November, 2023.

For Surya Maintenance Agency Pvt. Ltd.

Authorised Signatory

Trishul Securitech Private Limited

Director

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BETWEEN

M/S SURYA MAINTENANCE AGENCY PVT. LTD., a company incorporated and registered under the provisions of the Companies Act, 1956, having its registered office at G-25, Ring Road Mall, Plot no 21, Mangalam Place District Center, Sector-3, Rohini, New Delhi-110085, through its Authorized Signatory Mr. Vinod Goyal 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 Trishul Securitech Pvt. Ltd., a Company incorporated under the provisions of the Company Act, 1956, having its Registered Office Address at at KU-88, Third Floor, Pitampura, North West Delhi-110034. Acting through its Authorised Signatory Mr. Tarun Bahl duly authorized in this behalf vide board resolution dated 04-09-2019 as passed in the meeting of its Board of Directors (hereinafter referred to as the "Trishul Securitech Pvt. Ltd (TSPL)" 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 the business of providing Security Services in various Commercial Building/Complexes.
- B. The "TSPL" 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 "TSPL" 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. The agency, on "TSPL" representations, promises and assurances, has accepted "TSPL" offer to provide Security Services in all or any of Buildings under

For Surya Maintenance Agency Pvt. Ltd.


Authorised Signatory

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Trishul Securitech Private Limited


Director

Agency's maintenance as and when required & intimated by Agency to "TSPL" 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 "TSPL" hereby agrees to provide Security Services in **Jaksons Crown Heights at Plot No-3B1, Twin District Centre, Sector-10, Rohini, Delhi-110085** for a period of one year w.e.f. **01-12-2023 to 30-11-2024** on the terms and conditions of this agreement. However on the expiration of one year, the same may be extended for such further terms on such terms and conditions unless otherwise terminated by the Agency, at its sole option, at that point of time.

2. ASSIGNMENT OF WORK ORDER/DEMAND

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


2.2 The "TSPL" shall manage, provide and keep effective required security services/personnel in any or all Building/s (as intimated by Agency) 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 "TSPL", rates as per following-

- (a) Security Guard/ Ladies : Rs. 18,700/-
Guard
- (b) Security Supervisor : Rs. 22,000/-

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GST as per Applicable Laws. The abovesaid sum is inclusive of salary/ Wages, Relieving allowance, if any and other levies towards the such Security Guards/ Supervisor and the same may be revised by way of mutual understanding between the parties.

3.2 It is to be made clear that Agency shall not be liable to pay any other amount/Charges to "TSPL" 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. REPRESENTATION & COVENANTS

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

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

4.3 That the "TSPL", 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.

4.4 That the "TSPL" 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.

4.5 That the "TSPL" 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 Service Tax No.
- d) Copy of VAT/ Sales Tax No.
- e) Copy of ESI No.
- f) Copy of TIN No.
- g) Indemnity bond & Affidavit in Agency's Format.
- h) Copy of workmen compensation policy.

For Surya Maintenance Agency Pvt. Ltd.


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i) Copy of labour registration/license.

4.6 The "TSPL" shall be under obligation to provide efficient, trained and skilled security personnel in any or all Building/s with following requisite performance/conditions-

- a) All security personnel must be in proper uniform with identity cards as issued by "TSPL" 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) "TSPL" shall ensure complete security of Building/s, 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 Company. In case any security guard is found sleeping during his/her duty hours on site, the Company shall impose a fine of Rs. 500/- per instance, which shall be deducted from the "TSPL"'s bill;
- g) For late coming up to 30 minutes is allowed twice in a month, after that each late coming will be marked half day
- h) "TSPL" shall provide list of 24 manpower who shall perform the duties at Jaksons Crown Heights at Plot No-3B1, Twin District Centre, Sector-10, Rohini, Delhi-110085. In case of any changes in guard list, "TSPL" will give the two days advance notice towards the same otherwise the presence of out of the list persons shall not be counted towards presence of those persons.

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- i) Minimum qualification of Guard 10th pass and height should be minimum 5, 6". In case Guard is not up to the mark, than payment of that Guard will not be paid to agency.
- j) Less than 5 attendances in a month of any guard is not consider in bill.
- k) 5% shortage & 5% double duty of total strength of manpower is allowed. However above 5% double duty, 50% of salary shall be deducted as a penalty without any notice;
- l) The "TSPL", at its own cost, shall provide complete uniform including belts, caps, shoes, Torch, baton and name plates to all Security Personnel;
- m) The "TSPL" shall ensure that no theft, pilferage etc, takes place inside Building/s due to negligence of the security staff/Personnel;
- n) The "TSPL" shall provide atleast one female security guard in Building/s unless otherwise intimated in this regard.
- o) The Security Guard/personal posted at the Company'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;
- p) The Security Guard shall check in & out material as per challans at site/s and shall maintain record register for same purpose;
- q) 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 Company's/occupant's employees;
- r) The Security Guards must show due courtesy towards the visitors/occupier of Building/s;
- s) 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;
- t) The Security Guards shall ensure that no security personnel/ "TSPL"'s employee bring along with him any item inside Building/s, which is not connected with the performance of his duties;
- u) The Security Guards shall carry all equipments as required in performing their duties under this agreement;

For Surya Maintenance Agency Pvt. Ltd.


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Director

- v) An authorized person of the "TSPL" 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.
- w) The "TSPL" 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.
- x) 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 "TSPL" agrees.

5. WORKING HOURS

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

6. SAFETY AND PRECAUTIONS

6.1 That it shall be the "TSPL"'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 "TSPL" 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.

6.2 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 "TSPL". 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 "TSPL" 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 "TSPL" to perform its part under this Para/Agreement.

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Director

6.3 The "TSPL" 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 "TSPL".

7. LEGAL COMPLIANCES

7.1 That the "TSPL" 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.

7.2 The "TSPL" 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.

8. SUB CONTRACT

The "TSPL" 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.

9. TERMINATION/SUSPENSION/RENEWAL

9.1 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 "TSPL" in this regard with or without assigning any reason thereof.

9.2 That the "TSPL" 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 "TSPL" has served 2 months prior written notice to Agency in this regard.

9.3 That Agency shall not be liable to the "TSPL" for any consequences including but not limited to monetary losses for any reason due to the termination under this Agreement.

For Surya Maintenance Agency Pvt. Ltd.


Authorised Signatory

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Trishul Securitech Private Limited


Director

10. NOTICES

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

11. 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 "TSPL".

12. INDEPENDENT CONTRACTOR

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

13. 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.

14. INDEMNIFICATION

The "TSPL" 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 "TSPL", or any other person directly or indirectly employed by "TSPL", while engaged in the performance of the Agreement or any activity associated therewith or relative thereto.

15. EXTENT OF AGREEMENT

This Agreement represents the entire agreement between agency and "TSPL", 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.

For Surya Maintenance Agency Pvt. Ltd.


Authorised Signatory

Trishul Securitech Private Limited

Director

16. 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 will be English. Each party agrees to pay its own costs in connection with the arbitration

17. 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. Surya Maintenance Agency Pvt. Ltd
For Surya Maintenance Agency Pvt. Ltd.


Authorized Signatory

2.

Authorized Signatory

For M/s Trishul Securitech Pvt. Ltd.


Trishul Securitech Private Limited
Authorized Signatory Director