

BY AND BETWEEN:

M/s. SURYA MAINTENANCE AGENCY PVT. LTD. a company incorporated under the provisions of the Companies Act, 1956, having its registered office at G-25, Ring Road Mall, Plot no 21, Mangalam Place, Sector-3, Rohini, New Delhi-110085, through its duly Authorized Signatory **Mr. Vinod Goyal** (hereinafter referred to as the "**First Party/Agency/Company**") which expression shall, unless repugnant to the context thereof, mean and include its heirs, executors, administrators, legal representative, successors and permitted assigns) One part of the **First Party**.

M/S. ADVENTURE SECURITAS PVT. LTD., a Company incorporated under the provisions of the Company Act, 1956, having its Registered Office Address at DDA Shop No-12 & 13 Ground Floor, CS No-5, DDA Market, Sector-14, Rohini, North West Delhi-110085. Through its Authorized Signatory **Mr. Prashant Bahl** (hereinafter referred to as the **Second Party/Service Provider/ASPL**)" which expression shall, unless repugnant to the context thereof, mean and include its heirs, executors, administrators, legal representative, successors and permitted assigns) Other part of the **Second Party**.

WHEREAS:

- A.** The Agency is involved in the business of providing Security Services in various Commercial Buildings/Complexes.
- B.** The ASPL 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 the latest equipments, technologies, trained Security personnel, skilled manpower etc. for the same purpose.
- C.** The ASPL has approached and has made an offer to the Agency to provide Security Services, in any or all Building/s as and when required & intimated by the Agency from time to time.
- D.** The Agency, on ASPL representations, promises and assurances, and furtherance to the Service Agreement entered into, has accepted ASPL's offer to provide Security Services in all or any of the Buildings under the Agency's maintenance as and when required & intimated by the

For Surya Maintenance Agency Pvt Ltd.

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Authorised Signatory

2

For ADVENTURE SECURITAS PVT. LTD.



Director

Agency to ASPL 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: -

1.1 That in consideration hereinafter reserved and other covenants as contained herein, the "ASPL" 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 and Eight Months w.e.f. **01.04.2026 to 30.11.2027** on the terms and conditions of this Agreement. However, on the expiration of above period, 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 ASPL to provide Security Services (including the required number of security personnel and Security Supervisor cum Fireman) in Building/s, whereupon, the ASPL 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 ASPL shall manage, provide, and keep effective required security services/personnel in any or all Building/s (as intimated by the 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 "ASPL", rates as per following-

S. No.	Particulars of person employ	Salary per person
(a)	Security Guard/ Ladies Guard	Rs. 19,500/-
(b)	Security Supervisor	Rs. 22,500/-

GST as per Applicable Laws if any. The aforementioned sum is inclusive of salary/wages, relieving allowance, PF & ESI if any and other levies towards the Security Guards/ Supervisors, and the same may be revised by way of mutual understanding between the parties.

- 3.2 It is agreed that the Agency shall not be liable to pay any other amount/Charges to ASPL except such rates as mentioned herein-above.
- 3.3 That all the bills shall be raised against the Agency and shall be submitted to the concerned Mall Manager/s of Building/s or Malls.
- 3.4 It is to be made clear that the Agency agrees to make all payments to the ASPL /Services Provider within Forty-Five (45) days from the date of the invoice or delivery of services, whichever is later.

4. REPRESENTATION & COVENANTS:-

- 4.1 That the Agency, in order to enable ASPL to perform Security services, shall provide Reasonable means of access to Building/s during such hours/time as communicated by the Agency to ASPL in advance.
 - 4.2 That the ASPL shall endeavor their best efforts to provide Security Services, in Building/s, without creating any hindrance in the working/operations of the Building/s.
 - 4.3 That the ASPL, 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 ASPL shall be under obligation to maintain an 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. The ASPL shall be liable to comply with the Acts, Rules and Regulations, including the following as may be applicable from time to time to the subject work:
- a) Payment of Wages Act 1936 & payment of minimum wages act 1948
 - b) Employees P F and Miscellaneous Provisions Act 1952
 - c) Employees State Insurance Corporation Act 1948
 - d) Contract Labour (Regulation & Abolition) Act, 1970
 - e) Workmen Compensation Act 1923

For Surya Maintenance Agency Pvt. Ltd.

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4

For ADVENTURE SECURITAS PVT. LTD.

Director

- f) Code on Wages, 2019 (Whenever applicable)
- g) Industrial Relations Code, 2020(Whenever applicable)
- h) Code on Social Security, 2020(Whenever applicable)
- i) Occupational Safety, Health and Working Conditions Code, 2020(Whenever applicable)
- j) Any other rules, regulations and guidelines as may be applicable from time to time.

5.1 That the ASPL 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 Certificate
- 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.
- i) Any other documents and permissions if any, are required time to time.

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

- a) All security personnel must be in proper uniform with identity cards as issued by ASPL to its employees/security personnel;
- b) Security Supervisor shall maintain an attendance register to mark the presence of deployed security guards/personnel in the Building and furnish the same to the Agency/Concerned Developer as and when demanded;
- c) All security personnel must be educated, well-trained civil personnel and fit for security Jobs.
- d) All security personnel must perform their duties in vigilant and proper manner like:(i) to checking every visitor to Building/s with the help of detecting device/machine (ii) check every vehicle at the 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

For Surya Maintenance Agency Pvt. Ltd.

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5

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Director

loosened at any time; and (iv) to do all other works for security purposes so that any mishappening can be avoided;

- e) ASPL shall ensure complete security of Building/s, its Properties, occupiers and visitors, etc. and further relieve the Management of the 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 ASPLs 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) ASPL 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 the guard list, ASPL will give two days advance notice towards the same otherwise, the presence of out of the list persons shall not be counted towards the presence of those persons;
- i) Minimum qualification of Guard 10th pass and height should be a minimum of 5.6. In case the Guard is not up to the mark, then payment of that Guard will not be paid to the agency;
- j) Less than 5 attendances in a month of any guard is not considering in the bill;
- k) 5% shortage & 5% double duty of the total strength of manpower is allowed. However, above 5% double duty, 50% of the salary shall be deducted as a penalty without any notice;
- l) The ASPL, at its own cost, shall provide complete uniform including belts, caps, shoes, Torches, batons and nameplates to all Security Personnel;
- m) The ASPL shall ensure that no theft, pilferage, etc, takes place inside Building/s due to negligence of the security staff/Personnel;
- n) The ASPL shall provide at least one female security guard in Building/s unless otherwise intimated in this regard;
- o) The Security Guard/personnel posted at the Company's premises shall ensure that no unauthorized person can enter the site/office/ building premises and further ensure that there may not cause any nuisance or disturbance;

For Surya Maintenance Agency Pvt. Ltd.



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For ADVENTURE SECURITAS PVT. LTD.



Director

- p) The Security Guard shall check in & out material as per challans at site/s and shall maintain the record register for the 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 the Building/s;
- s) The Security Guards shall ensure that incoming visitors are checked in and out at designated checking points without any delay or default. In case, any complaint (whether in writing or orally) is received by the Security Supervisor due to any inordinate delay in checking or any other reason then such complaint is to be attended to by the concerned Security Supervisor immediately;
- t) The Security Guards shall ensure that no security personnel/ ASPL's employee brings 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 types of equipments as required in performing their duties under this Agreement;
- v) An authorized person of the ASPL shall visit site/s at least once during the day timing and at least once a week during the night to ensure the presence of the security guard on the site. Such authorized person shall record his such visit with remarks in the attendance register maintained at site;
- w) The ASPL shall not enter into any sort 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; and
- x) If there is found any fake attendance by the Agency or by any of its representatives 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 of attendance by the Agency as a penalty for which the ASPL agrees.

6. WORKING HOURS:-

For Surya Maintenance Agency Pvt. Ltd.


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For ADVENTURE SECURITAS PVT. LTD.


Director

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

7. SAFETY AND PRECAUTIONS:-

7.1 That it shall be the ASPL'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 ASPL shall take all necessary precaution and preventive measures to ensure the safety of all its Security personnel, workers, employees, Agency's employees, Building/s visitors, etc.

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 ASPL. The 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 ASPL 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 ASPL to perform its part under this Para/Agreement.

The ASPL 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, managers, directors and employees of the 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 ASPL shall be fully responsible.

8. LEGAL COMPLIANCES:-

8.1 That the ASPL 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.

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Director

8.2 The ASPL 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 the Agency/Developer.

9. SUB-CONTRACT: -

9.1 The ASPL shall not enter into any sub-contract with a third party to assign any or whole of its part under this Agreement and duly perform its part under this Agreement through itself.

10. TERMINATION/SUSPENSION/RENEWAL:-

10.1 That the Agency, at its sole option, shall have the right to terminate this Agreement at any point in time by giving 30 days written notice to ASPL in this regard with or without assigning any reason thereof.

10.2 That the ASPL 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 ASPL has served 2 months prior written notice to the Agency in this regard.

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

10.4 That ASPL and Agency both mutually can renew this Agreement but not more than three years at a time.

11. NOTICES:-

11.1 All notices and communications shall be sent to Parties hereto at addresses as mentioned here-in-above in this Agreement.

12. THIRD PARTY:-

12.1 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 ASPL.

13. INDEPENDENT CONTRACTOR:-

For Surya Maintenance Agency Pvt. Ltd.


Authorised Signatory

For ADVENTURE SECURITAS PVT. LTD.


Director

13.1 ASPL is acting hereunder as an Independent contractor. ASPL shall not be considered or deemed to be an agent, employee, joint venture, or partner of the Agency.

14. SEVERABILITY:-

14.1 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.

15. INDEMNIFICATION:-

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

16. EXTENT OF AGREEMENT:-

16.1 This Agreement represents the entire Agreement between the Agency and ASPL, 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.

17. JURISDICTION:-

17.1 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:

For Surya Maintenance Agency Pvt. Ltd.


Authorised Signatory

10

For ADVENTURE SECURITAS PVT. LTD.


Director

For M/s. Surya Maintenance Agency Pvt. Ltd

For Surya Maintenance Agency Pvt. Ltd.

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Authorised Signatory

Authorized Signatory

Vinod Goyal

For M/s Adventure Securitas Pvt. Ltd.

For ADVENTURE SECURITAS PVT. LTD.



Director

Authorized Signatory

Mr. Prashant Bahl