



सत्यमेव जयते

INDIA NON JUDICIAL

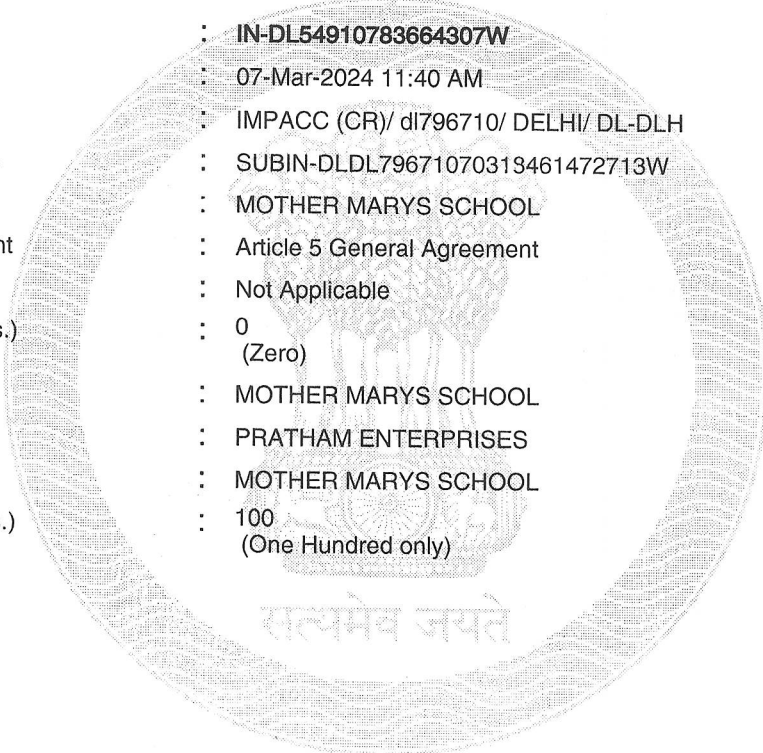
Government of National Capital Territory of Delhi

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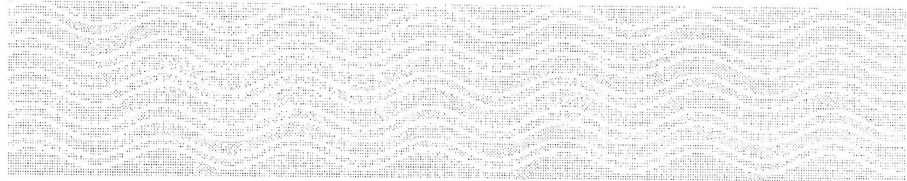
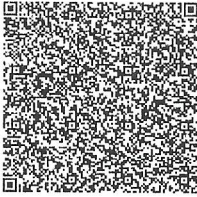
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Certificate No. : IN-DL54910783664307W
 Certificate Issued Date : 07-Mar-2024 11:40 AM
 Account Reference : IMPACC (CR)/ dl796710/ DELHI/ DL-DLH
 Unique Doc. Reference : SUBIN-DL54910783664307W
 Purchased by : MOTHER MARYS SCHOOL
 Description of Document : Article 5 General Agreement
 Property Description : Not Applicable
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : MOTHER MARYS SCHOOL
 Second Party : PRATHAM ENTERPRISES
 Stamp Duty Paid By : MOTHER MARYS SCHOOL
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



सत्यमेव जयते



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IN-DL54910783664307W

AGREEMENT

This agreement is being executed at Delhi, on this 19th day of March 2024

BETWEEN

Mother Mary's School, Mayur Vihar, Ph-I, Delhi through its Honorary Manager, Col Deepak Gupta (Retd.), Manager (hereinafter called 'The First Party') PAN No. AAATW0023F

AND

M/s Pratham Enterprises, 244/82, School Block Gali No. 5, Mandawali, Fazalpur, Delhi – 110 092 through its Proprietor, Mr. Pradeep Gupta (hereinafter called the second party) holding PAN No. ADUPG5025C and GSTIN No. 07ADUPG5025C1ZQ.

Signature of Statutory Manager

For PRATHAM ENTERPRISES/-

Signature of Proprietor

- The authenticity of this Stamp Certificate should be verified at 'www.shoilestamp.com' or using e-Stamp Mobile App of Stock Holding Corporation of India.
- The onus of checking the legitimacy is on the users of the certificate.
- In case of any discrepancy please inform the Competent Authority.

07-Mar-2024 11:40 AM IN-DL54910783664307W

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The expressions First party and the Second Party shall include their respective administrators, agents, sub-agents, representative, legal heirs, assignees etc.

The terms 'First Party' and 'Second Party' shall collectively hereinafter be referred as "Parties" and individually as "Party".

RECITALS

WHEREAS the Second Party has approached, and represented to, the First Party that they are engaged in the business of providing housekeeping and manpower supply and has the necessary Verified and Trained manpower, to provide their services, to the satisfaction of the First Party for the upkeep and day to day administrative services for the school along with gardening in the school premises and other ancillary facilities and administrative work.

AND WHEREAS relying on the above representations in good faith, the First party has agreed to give them the assignment for providing manpower for skilled, semi-skilled and unskilled labour to the Mother Mary's School on the following terms and conditions.

Terms and Conditions:

- a. That any other contract including any verbal discussions or contract / agreement, if any, with any employee of the School prior to this written agreement, shall be treated as cancelled.
- b. The Second Party has the necessary licenses/permits/registrations to perform the work to provide manpower to the School in continuation to the ongoing contract, pursuant to this Agreement. This contract shall come into force w.e.f. 01st April, 2024 for a period of 1 year till 31st March, 2025.
- c. The contract may be terminated by either Party after giving two-month notice in writing to the other Party.
- d. That the Second Party shall deploy manpower for all services relating to administrative, academic, housekeeping, gardening, security, etc. in and around the school premises for the First Party as per the requirement of the First Party. The manpower requirement may vary on as required basis but shall not exceed 70 (seventy) personnel on any one day. The manpower deployed will be greatly reduced during the various vacations observed by the School.
- e. That the Second Party shall submit the full particulars of the personnel deployed, by first week of April, 2024 positively and that it shall also be responsible for such conduct of the persons engaged by him in the School which will be conducive for maintaining harmonious atmosphere as expected in the School and will be responsible for any act & omission of such persons. That the Second Party shall also ensure that all employees engaged at the school premises as of good moral character and have the required security clearance, qualifications, the necessary skill certification (wherever required), and have no ongoing cases with the criminal justice system.
- f. The Second Party hereby confirms that it is the sole and principal employer of the employees deployed for the provision of the services to be rendered under this agreement and it is solely liable for any and / or all obligations and claims, in connection with the said employees, including the said employee's rights and liabilities, or potential rights and liabilities, whether statutory, regulatory or contractual. The Second Party undertakes to keep harmless to the First Party from any such claims/demands from the said employees.

....3/-


Manager
Mother Mary's School
MAYILADUVAHUR PHASE-I

For PRATHAM ENTERPRISES


Proprietor

- g. Whereas the Second Party shall fully comply with all the applicable laws/rules and regulations relating to Contract Labour (Regulation and Obligation) Act 1970 and Contract Labour (R & A) Central Rule 1971 , Provident Fund Act including the payment of PF contribution, payment of Bonus Act, Minimum Wages Act, Workmen Compensation Act, ESI Act, Essential Commodities Act, Migrant Labour Act and / or such other act passed by the Central, State, Municipal or Local Government Agency including TDS as per Income Tax Act applicable from time to time.
- h. That the Second Party shall be responsible for the proper maintenance of all registers and records. He shall make regular and full payment of labour charges/salaries and other payments as per labour laws under Minimum Wages Act and payment of wages to his workman deputed for the work to be paid by cheques / direct bank transfer and as per orders of Labour Department, New Delhi and furnish necessary records as and when asked for. Salary and all admissible allowances due to the personnel are to be paid by second party; they will remain on the pay roll of the Second Party only.
- i. That the Second Party shall attach the proof of Minimum wages paid, PF & ESI contribution of workman for the previous month in the form of Challan and Bank Statement, E.C.R. details of workers and wages sheet, attendance sheet etc., with the bill each month. That compliance such as bonus, when paid, compliance as per Code of Wages 2019 or any other compliance, if any and as applicable, shall also be attached. That if the compliances are not submitted with the bill, management is at discretion not to clear invoices of the Second Party.
- j. The attendance of the employed manpower for the previous month shall be made available to the Second Party by First Party on the first working day of each month. The First Party will pay the amount as agreed upon on completion of each moth within seven working days of receipt of the invoice (contractual wages & other charges) from Second Party. Payment would be made by a/c payee cheques / online banking only, within seven days of receipt of invoice/bills from Second Party. In case of late payment, after expiry of 30 days of due date, the Second Party would be liable to pay interest @03% per month.
- k. The Second Party will be responsible for the supervision and control of its employees. The Service Provider shall employ/engage supervisor(s) to coordinate, check and effectively monitor and control the safety and quality of services performed by persons employed/engaged by it.
- l. That the Second Party shall be wholly and solely responsible for the safety and conduct of its employee/s. Consequently, the Second Party shall be wholly and solely responsible for any mishap, accident, injuries or deaths during the working hours to or due to any of its employees and/or any legal implications/proceedings initiated including the compensation as per law including Employee Compensation Act, ESI Act, etc.
- m. That the Second Party confirms that it shall be fully responsible and keep the First Party and any of the First Party's members (including employees, trustees, agents etc.) harmless and indemnified for any mishappening, losses, liabilities, deficiencies, costs, legal implications, proceedings, damages or expenses (including but not limited to all lawyer's fees, charges, etc.) which may occur due to act, omissions or other deficiencies on part of the Second Party or its agent/s, representatives or employee including compensations if any, as per law.

.....4/-


Manager
Mother Mary's School
MAYUR VIHAR PHASE-I,

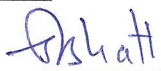
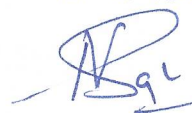
For PRATHAM ENTERPRISES

Proprietor

- n. The Second Party shall be at its own cost, take necessary and adequate insurance cover including coverage under the Employees Compensation Act, 1923 in respect of its employees employed / to be employed or engaged in connection with rendering of the aforesaid services under this contract and are not covered under the Employee State Insurance Act.
- o. The Second Party shall ensure that its employees/ associates are in uniform while on duty and or always carry and display a valid identity card issued by the Second Party authorizing the employee/ associate to provide the Services.
- p. That in the event of any violation of Laws, Rules, Statutory Provision and/or terms of this Agreement by the Second Party, this will amount to breach of contract and in such case, the First Party will have the right for terminating the contract forthwith, without giving any notice or assigning any reason.
- q. The Leave admissible to each of the personnel shall be granted and maintained by the second party. Before granting leave the second party is bound to provide replacement immediately and not later than 01 day of leave or absence of an employee so that the services are not hampered at the First Party end.
- r. In the event of any new notification / Circular issued by concerned administration/Govt. revising minimum wages, the rates will be revised as per difference from such date where it comes in to effect informing the First Party well in advance for their adherence by second party.
- s. In the event of this contract coming to an end either due to termination or for any other reason full & final payment will be paid by the first party within seven working days of termination of contract.
- t. Any dispute in pursuance to the said agreement will be subject to jurisdiction of the Courts of Delhi

IN WITNESS WHEREOF the parties to this agreement have made their respective hands and signature on the 19th day of March 2024 as under.

Witness

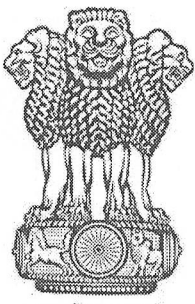
- 1. 
Salish Bhatt
- 2. 
Nirmal Singh
E-313 Mayapuri Vihar - II
Delhi - 110091

FIRST PARTY 
Manager
Mother Mary's School
MAYUR VIHAR PHASE-I,

SECOND PARTY

For PRATHAM ENTERPRISES

Proprietor



सत्यमेव जयते

INDIA NON JUDICIAL

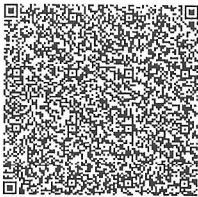
Government of National Capital Territory of Delhi

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e-Stamp

Certificate No.	: IN-DL60190769245679W
Certificate Issued Date	: 18-Mar-2024 03:47 PM
Account Reference	: IMPACC (IV)/ dl796403/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL DL79640380307316926861W
Purchased by	: UNI SECURE SECURITY AND ALLIED SERVICES PVT LTD
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: UNI SECURE SECURITY AND ALLIED SERVICES PVT LTD
Second Party	: Not Applicable
Stamp Duty Paid By	: UNI SECURE SECURITY AND ALLIED SERVICES PVT LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)

सत्यमेव जयते



₹100

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IN-DL60190769245679W

AGREEMENT

This agreement is being executed at Delhi, on this 18th March 2024

BETWEEN

Mother Mary's School, Mayur Vihar, Ph-I, Delhi through Col Deepak Gupta, Manager, Mother Mary's School, Site No.1, Sahakarita Marg, Mayur Vihar, Phase-I, Delhi – 110091 (hereinafter called 'The First Party') PAN No. AAATW0023F GSTIN No. N.A.

AND

M/S Uni Secure Security & Allied Services Pvt Ltd. Main Road, Palam Colony, New Delhi, through its Director, Dimple Singh (hereinafter called the second party) holding Government of NCT Delhi Licence 'To Engage in Business of Private Security Agency' No 14/71/1595/2018/HP-II/PSC Certificate Sl. No 1284 holding PAN No. AABCU4192P and GSTIN No. 07AABCU4192P1ZR.

Statutory Alert:

1. The authenticity of this Stamp certificate can be verified at 'www.shcliestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and observable on the website / Mobile App renders it invalid.
2. The onus of checking the authenticity is on the users of the certificate.
3. In case of any discrepancy, please inform the Competent Authority.

.....2/-.....

For UNI SECURE SECURITY AND ALLIED SERVICES

DIRECTOR

UNI SECURE SECURITY AND ALLIED SERVICES PVT LTD UNI SECURE SECURITY AND ALLIED SERVICES PVT LTD UNI SECURE SECURITY AND ALLIED SERVICES PVT LTD

The expressions First party and the Second Party shall include their respective administrators, agents, sub-agents, representative, legal heirs, assignees etc.

The terms 'First Party' and 'Second Party' shall collectively hereinafter be referred as "Parties" and individually as "Party".

RECITALS

WHEREAS the Second Party has approached, and represented to, the First Party that they are engaged in the business of providing Security and has the necessary Verified and Trained manpower, to provide their services, to the satisfaction of the First Party.

AND WHEREAS relying on the above representations in good faith, the First party has agreed to give them the assignment for security of the Mother Mary's School on the following terms and conditions.

Terms and Conditions:

- a. The Second Party has the necessary licenses/permits/registrations to perform the work to provide security services to the school pursuant to this Agreement.
- b. That the second party shall deploy Security Guards on the School premises of the first party with effect from 01 Apr 2024 for a period of 1 year till 31 March 2025. The Second party shall ensure that the Guards are briefed properly and are not to divulge any information related to the school to any unauthorized person. The details and rate of contract is as hereunder: -
 - (i) Security Guard (Male) : 10 – (0700 hrs to 1500 hrs 6 days a week.
 - (ii) Security Guard (Female): 1 for one shift 0700 hrs to 1500 hrs 6 days a week)
 - (iii) Security Guards : 2 at any point of time. This would amount to 6 personnel on an eight hourly shift.
 - (iv) Weekly Reliever: 1 (For the six persons as mentioned at (i) above).
 - (v) Additional Guard: As & when demanded by Second party with minimum 36 hours' Notice
 - (vi) Wages per head as per Delhi State Minimum Wages Act
(@Rs.17,494 + EPF@13% Rs 1,950 + ESI @3.25% Rs.569/- Total Rs.20,013/-)
 - (vii) Service Charges @5% Rs.875/- Total Rs.20,888/-
- c. The Second Party hereby confirms that it is the sole and principal employer of the employees deployed for the provision of the services rendered under this agreement and it is solely liable for any and / or all obligations and claims, in connection with the said employees, including the said employee's rights and liabilities, or potential rights and liabilities, whether statutory, regulatory or contractual. The Second Party undertakes to keep harmless to the First Party from any such claims/demands from the said employees.

....3/-



For UNI SECURE SECURITY
ALLIED SERVICES (P) LTD

DIRECTOR/MD

- d. Whereas the Second Party shall fully comply with all the applicable laws/rules and regulations relating to Contract Labour (Regulation and Obligation) Act 1970 and Contract Labour (R & A) Central Rule 1971 , Provident Fund Act including the payment of PF contribution, payment of Bonus Act, Minimum Wages Act, Workmen Compensation Act, ESI Act, Essential Commodities Act, Migrant Labour Act and / or such other act passed by the Central, State, Municipal or Local Government Agency including TDS as per Income Tax Act applicable from time to time.
- e. That the Second Party shall be responsible for the proper maintenance of all registers and records. He shall make regular and full payment of labour charges/salaries and other payments as per labour laws under Minimum Wages Act and payment of wages to his workman deputed for the work to be paid by cheques and as per orders of Labour Department, New Delhi and furnish necessary records as and when asked for. Salary and all admissible allowances due to the personnel are to be paid by second party; they will remain on the pay roll of the second party only.
- f. That the Second Party shall be held responsible for any mishappening or loss in the School premises resulting from any unauthorised access within the School premises and would be wholly and solely responsible for any legal implications / proceedings initiated including the compensations if any, as per law.
- g. The Second Party shall be at its own cost, take necessary and adequate insurance cover including coverage under the Employees Compensation Act, 1923 in respect of its employees employed / to be employed or engaged in connection with rendering of the aforesaid services under this contract and are not covered under the Employee State Insurance Act.
- h. That the Second Party shall submit the full particulars of the personnel deployed, by first week of April, 2024 positively and that it shall also be responsible for such conduct of the persons engaged by him in the School which will be conducive for maintaining harmonious atmosphere as expected in the School and will be responsible for any act & omission of such persons.
- i. That the Second Party shall hold the First Party and any of the First Party's members (including employees, trustees, agents etc.) harmless from and against any and all losses, liabilities, deficiencies, costs, damages and expenses (including but not limited to all lawyer's fees, charges, etc.) which may be incurred as a result of the acts, omissions or other deficiencies on part of the Second Party or its agent/s, representatives or employees.
- j. The Second Party will be responsible for the supervision and control of its employees. The Service Provider shall employ/engage supervisor(s) to coordinate, check and effectively monitor and control the quality of services performed by persons employed/engaged by it. Such supervisor /agent/officer of the Second Party shall be available at all the working times for ensuring that any defects pointed out by or on behalf of the party of the first part are rectified immediately. The Contractor shall send a daily report to the designate officer of the party of the first part and shall note the comments and remarks of the designated officer for immediate action and compliance.

....4/.....



Manager
Mother Mary's School
MAYUR VIHAR PHASE-I,

For UNI SECURE SECURITY &
ALLIED SERVICES (P) LTD

DIRECTOR/MD

- k. That the Second Party shall ensure that all employees engaged at the school premises have the required security clearance, qualifications and are of good moral character. The Second party shall submit an attested photocopy of all relevant papers pertaining to the said employees to the School authorities and be obliged to immediately keep updated any such documentation in case of any change.
- l. The second party would not frequently change the staff without good cause, but would have the right to change the same if required for administrative reasons. In case of any change of the security personnel deputed at the school, the Second Party shall inform the Head of the School immediately.
- m. If any of the employees/ associates of the Second Party is found to be misbehaving or in an inebriated state or otherwise creating any mischief, acting negligently or failing to perform the Services, the First Party shall have the right to remove the defaulting employee of the Second Party immediately from the School premises and inform the second party for immediate replacement. Further, it is expected that the Second Party would initiate the necessary disciplinary action against such erring employees as per their rules.
- n. The Second Party shall ensure that its employees/ associates are in uniform while on duty and or always carry and display a valid identity card issued by the Second Party authorizing the employee/ associate to provide the Services.
- o. That in the event of any violation of Laws, Rules, Statutory Provision and/or terms of this Agreement by the Second Party, this will amount to breach of contract and in such case, the First Party will have the right for terminating the contract forthwith, without giving any notice or assigning any reason.
- p. The second party will not withdraw the manpower provided to the first party vice versa the First Party will also not retrench or remove the employed Security Guards until unless it is mutually agreed upon and served a 60 days' notice to that effect, except in case of nonpayment of monthly charges by First Party due to the Second Party for a month or more, in this case Second Party has the rights to withdraw the deployed manpower from the First Party.
- q. The attendance of the employed manpower for the previous month shall be made available to the second party by first party on the first working day of each month. The First Party will pay the amount as agreed upon on completion of each month within seven working days of receipt of the invoice (contractual wages & other charges) from second party. Payment would be made by a/c payee Cheques only, within seven days of receipt of invoice/bills from Second Party. In case of late payment, after expiry of 30 days of due date, the Second Party would be liable to pay interest @ 03% per month.
- r. The Leave admissible to each of the personnel shall be granted and maintained by the Second Party. Before granting leave the Second Party is bound to provide replacement immediately and not later than 01 days of leave or absence of an employee so that the services are not hampered at the First Party end.

....5/.....


Manager
Mother Mary's School
MAYUR VIHAR PHASE-I,

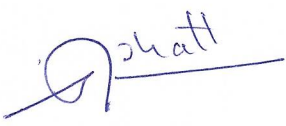

For UNI SECURE SECURITY &
ALLIED SERVICES (P) LTD

DIRECTOR/MD

- s. The contract will be valid for a period of Twelve months from date of coming into effect, subject to further extension by mutual agreement. The contract may be terminated by the either party after giving two-month notice in writing or compensation paid in lieu thereof i.e. two month of contractual & other charges.
- t. In the event of any new notification / Circular issued by concerned administration/Govt. revising minimum wages, the rates will be revised as per difference from such date where it comes in to effect informing the first party well in advance for their adherence by second party.
- u. In the case of extension of the services beyond the aforesaid period of contract rate of contract may be increased by mutual agreement of both the parties, or the same will be revised as per the current Govt. rates of wages.
- v. In the event of this contract coming to an end either due to termination or for any other reason full & final payment will be paid by the First Party within seven working days of termination of contract.
- w. In the event of any loss occasioned to the client, a joint enquiry by a committee, consisting of equal number of members of both the parties, would be held to establish the responsibility for the lapse resulting in to loss. If as a result of the enquiry it is established that the loss occurred due to the negligence on the part of security staff, First Party would be liable to make good the loss. In case of disagreement, the matter will be referred to an arbitrator, who is acceptable to both the parties concerned.
- x. The Second Party has applied for the renewal of License to engage in business of private security agency no. 14/71/1595/2018/HP-II/PSC Certificate SI No. 1284 which was valid upto 18 Nov. 23. In case the application is not approved by the Competent Authority by 15th April 2024, this agreement shall stand null and void.
- y. Any dispute in pursuance to the said agreement will be subject to jurisdiction of the courts of Delhi

IN WITNESS WHEREOF the parties to this agreement have made their respective hands and signature on the 18th March 2024 as under -

Witness

- 1. 
- 2. 
sonu solanki

FIRST PARTY

Manager
Mother Mary's School
MAYUR VIHAR PHASE-I,

SECOND PARTY

For UNI SECURE SECURITY &
ALLIED SERVICES (P) LTD

DIRECTOR/MD