

UNDERTAKING

I Mr.Mahesh Deshpande of **M/s. P24 SERVICES PROPERTY SOLUTIONS PRIVATE LIMITED** hereby Certify that , I have received the following copies from Endurance Technology as part of the labour contract / job contract / situational job contract/

1. Safety Policy
2. Work Permit System guidelines
3. Consequent Management Policy

I further certify that, I have read and understood the policies and guidelines of the company and fully understand that failure to comply with these rules shall result in penalty and / or termination of contract.

I am also made aware that above set of rules are not an inclusive set of safety rules for this plant and the company will acquaint me with additional safety rules and requirements of this plant as and when require.

M/s. P24 SERVICES PROPERTY SOLUTIONS PRIVATE LIMITED

Authorised Signatory

(b) Any legal actions pertaining to this Agreement shall be commenced within the competent courts in to the exclusion of other courts.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands to this writing the day, month and year first hereinabove mentioned

Sunil Pate
Executive-HR

Kalyan Pawar
VP-ER/IR

M/s.P24 SERVICES PROPERTY SOLUTIONS PRIVATE LIMITED
Authorized Signatory

Seal of the contractor

11. ANNEXURES:

Any reference to an annexure shall be to an agreed annexure to this Agreement or an agreed draft thereof, which is the form of the relevant document agreed between the Parties and signed by or on behalf of the parties for the purpose of identification before the signature of this Agreement (with such amendments, if any, as may subsequently be agreed in writing between the parties), and all such annexure shall form a part and parcel of this Agreement.

12. SAFETY

Contractor will adhere the Safety norms of the Company as per your assurance vide your undertaking dated 1st of June 2016 annexed herewith. If any of the safety norms are violated by Contractor / Contractor's Supervisor / Labour provided by contractors, it will attract fine and it may lead to the termination of this contract. So also the contractor will be solely responsible for legal and other consequences arising out of violation of safety norms.

13. TERMINATION:

- (a) On conclusion of the period of this Agreement shall terminate.
- (b) The Company may terminate this Agreement without assigning any reason whatsoever, subject to written notice of **one month** being provided to the Contractor of such intention to terminate. The Contractor may similarly terminate this Agreement by providing one month's written notice of its intention to terminate, to the Company.
- (c) In the event of any breach of the above terms the Contractor will be liable to pay liquidated damage of Rs.20000/- to the Company.
- (d) Without limiting the foregoing, either party may terminate this Agreement immediately

- availability of ITC benefit to ETL due to lack of compliance by vendor (e.g. GST will be paid to the vendor only once the said amount is reflected as credit in the GSTR-2A and Contractor/Vendor has made payment of taxes to the Government Exchequer).
3. Contractor has to ensure that invoice is raised within the time period prescribed in law for provision of services / supply of goods.
 4. In case of Contractor default to comply with GST provisions, and ETL credit denied by the GSTN system, then ETL is authorized to recover the consequential costs such as interest / penalties, from Contractors by issuing Debit notes with GST.
 5. On event of lower compliance rating at GSTN portal, ETL has full right to discontinue contract with pre-intimation.
 6. Contractor has to ensure that tax benefits under GST law are passed on to ETL. In case of any liability on account of anti-profiteering provisions, supplier will be solely responsible and ETL will be authorized to receive the available benefit.
 7. Contractor to note details of State wise GST Registrations of Endurance Group as under.

State	Provisional ID	ARN No (Application Receipt No.)
Maharashtra	27AAACE7066P1Z3	AA270217032661F

8. Rest of the terms & conditions of the original agreement will remain unchanged.

2. CONFIDENTIALITY:

This Agreement and or any information pertaining to the Company ie (manufacturing process, technical know how, product design) given/known to the Contractor shall be private and confidential. Also during the course of contract the personnel of the contractor, has acquired certain knowledge/information concerning ETL, which may also be of a strategic, and Confidential nature, the Contractor agrees not to disclose or divulge the same to any third party without the prior written consent of the Company. Contractor agrees to use the same *degree of care* to protect the confidentiality of the Confidential Information as it would exercise to protect its own trade secrets and information but in no case less than a *reasonable degree of care*.

herein, from the Contractor PROVIDED the delay cannot be attributed to any force majeure conditions.

- (b) For the purpose of rendering the Services, the agency shall employ required number of suitably trained employees who will be supervised by the Contractors' supervisors. The qualifications of the employees to be deployed by the Contractor to provide the Services shall be as provided in Annexure 'A' hereto.
- (c) In the course of provision of Services, if any employee of the Contractor is found to behave in a manner which the Company finds unsuitable or prejudicial to its interests in any manner whatsoever, the Company will have the right to direct that such employee be removed forthwith by the Contractor and a suitable replacement be provided for the provision of such Services.
- (d) The number and categories may be lessened or increased, depending upon the service requirements of the establishment. The Contractor will be required to supply more manpower at short notice as per the requirements of the Company.
- (e) The agency and his employees shall at all times adhere to all ground rules and regulations as may be prescribed at the Premises, and any breach of this condition shall entitle the Company to terminate this Agreement forthwith and claim liquidated damages as provided in Clause 13 herein.
- (f) It is clearly understood between the parties hereto that the employees of the agency shall at no time be construed as the employees of the Company, and the Company shall have no liabilities towards such employees.
- (g) It is expressly understood and agreed between the parties hereto that in case the employees of the agency are required to be treated as the Company's employees pursuant to any statute, rules and regulations enacted in that behalf, or pursuant to any agreement, award or decision of the court or otherwise, then in such case, this Agreement may be terminated by the Company forthwith without any notice.

ANNEXURE A

SERVICES

The agency shall provide the following services under the terms of this Agreement:

1. You shall provide us the Skilled & Semi-Skilled (painter) manpower as required by us. The number of manpower required to be deployed across Chakan region shall be intimated to you time to time.
2. You shall maintain the required records of the Skilled, Semi-Skilled (Painter) manpower. The same shall be produced for inspection as and when demanded by the persons authorized by the management.
3. The Skilled, Semi-Skilled manpower kept by you shall be minimum (Painter) should have operational knowledge.
4. You will be paid as Minimum wages Act.
5. You will be paid services charges as per Annexure - C on monthly basis.
6. You will ensure the liability of Provident Fund, ESIC, GST , Professional Tax, Uniforms, Shoes and Insurance of your employees. Expenses incurred on these will be borne by your company at your cost.
7. You will submit us the copies of the challan of PF, ESIC deposited with the concerned authorities and also submit the copy of salary sheet with revenue stamps of your employees engaged with us as a proof for our records.
8. Any other tax levied by Govt. will be your liability.
9. Skilled, Semi-Skilled manpower provided by you should strictly observe the rules and regulations of our Organization.
10. Adherence to the safety policy of the company by the manpower provided by will be responsibility of the Contractor.

M/s. P24 SERVICES PROPERTY SOLUTIONS PRIVATE LIMITED, a private manpower Agency registered under the Government of Maharashtra office of the controlling authority , & having its office at, **Flat 208, Nayan Housing Society PI 11, Sr 132ib C S colony , Pune 411 007** (hereafter referred to as the "**Contractor**", which expression shall unless it be repugnant to the context be deemed to mean and include its successors, assigns, affiliates, associates and subsidiaries) of the Other Part.

WHEREAS:

1. The Company requires a Contractor to provide Skilled & Unskilled Painter manpower (hereinafter referred to as "the contractor") at its factory (hereinafter referred to as "the factory") located at Chakan region (B-1/3, B-22 & B-20) .
2. The Agency has represented that, it has sufficient infrastructure to provide the required services to the Company and based on such representation, the Company has accepted its offer, subject to the following terms and conditions.

NOW THEREFORE THIS AGREEMENT WITNESSTH THE TERMS AND CONDITIONS AS AGREED BY AND BETWEEN THE PARTIES AS SET OUT HERE IN BELOW:

TERMS:

This Agreement shall remain in force for a period of **01st October 2021 to 31st March 2023**

SCOPE OF WORK:

The agencies shall render services ("Services") of providing manpower as per requirement of the Company specifically described in the schedule annexed hereto and marked as Annexure 'A'. It is expressly clarified between the parties that this Agreement shall be on a non-exclusive basis and the Company shall be entitled at any time to engage any other contractor for providing services similar to those incorporated herein.

PAYMENT TERMS:

(a) The agency will submit monthly bills (calendar month i.e. 1st to 30th / 31st) to the

Wage Structure for contract labour w.e.f 01.10.2021

EARNINGS HEAD	SKILLED
BASIC	7200
SP. ALW.(DA)	5264
TOTAL (A)	12464
HRA @ 5%	623
OTHER ALLOW.	4480
WASHING ALW	
TOTAL (B)	5103
PF @ 13% Of (A)	1950
ESIC @ 3.25% of (B)	571
UNIFORM & SAFETY SHOES	40
Service Charges	675
TOTAL (C)	3236
Total CTC PER MONTH	20803
WAGES RATE PER DAY	800
OT RATE PER HOUR	84.45

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PAYMENT TERMS:

(a) The agency will submit monthly bills (calendar month i.e. 1st to 30th / 31st) to the Company on or before 5th of every month. Company will settle the bills by 5th of following month.

The monthly bills submitted by the agency shall be subject to inspection and verification by the Company, and any discrepancies therein shall be brought to the notice of the Contractor within 15 days of receipt of the same by the Company.

(b) Payment of monthly salaries / wages due to the Contractor's staff and workmen shall be made on or before 7th of every month. Necessary salaries / wages payment vouchers shall be open to the Company's inspection. In case of default on the Contractor's part to pay the salaries / wages to his

employees, the Company shall have the right to demand such payment to the Contractor's employees from out of the monthly bill payable to the Contractor.

1. COVENANTS OF THE CONTRACTOR:

The agency hereby covenants as under:

(a) That time & quality services shall always be the essence of this Agreement, and agency shall provide the Services within the stipulated time period, as agreed between the parties. Any delay on the part of the agency to render the Services within stipulated time period shall entitle the Company to engage any other contractor as provided in Clause