

AGREEMENT

THIS AGREEMENT is being executed on ^{10th} Oct-2022, between **M/S SUNBEAM LIGHTWEIGHTING SOLUTIONS PRIVATE LIMITED**, Company Registered under companies Act, 2013, Having Registered office at, **38/6 K.M. Stone Delhi Jaipur Highway Narshinghpur Gurugram, Haryana 122001**, through Authorized Signatory (hereinafter referred to as "The Company", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) **of the First Part.**

AND

M/S Shri Shyam Enterprises, Shop No. 3 RICCO Chowk, Banipur Bawal, Rewari Haryana 123501 through **Mr. Anand** Authorised Representative hereinafter called as the "Service Provider / Contractor" (Party of the second part).

WHEREAS the Company is engaged in the business of manufacturing of automotive component and having factory Premises situated at **Plot No. SP1-D, Industrial Area, Tapukara, Bhiwadi (Rajasthan)**

WHEREAS the Service Provider is engaged in business of doing the work related to Fettleing, Drilling, Grinding, Buffing, polishing & other relating services.

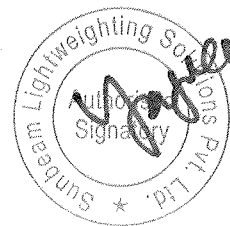
WHEREAS The Service Provider is capable to carry out this type and nature of work and has approached the COMPANY and offered to provide the Fettleing, Drilling, Grinding, Buffing, Polishing & other related services at above said factory presents and the COMPANY has accepted the said offer.

Now this **AGREEMENT WITNESSETH** as under and it is hereby agreed by and between the parties hereto as follows:

1. DURATION

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This Agreement shall be operative for a period commencing from 01st Day of June 2022 and ending on 31st May 2023 (hereinafter referred to as the "Term") and which term shall be renewable by mutual consent.

2. OBLIGATIONS OF THE COMPANY

The Company shall allow the Service Provider and its authorized personnel as aforesaid access to the Premises during the week at any time as mutually agreed by the Service Provider and the Company as required for the proper performance of the Services.

3. SCOPE OF THE SERVICES

- 3.1 The Company agrees to give the above mentioned works on contract and the Service Provider is agrees and accepts the job. The Company will provide the dispatch schedule to the Contractor for arranging the necessary number of manpower of sound physical health to perform the assigned jobs well in time as per the schedule requirement of the Company.
- 3.2 The Service Provider himself or its competent representative / competent supervisor / manager has to be present on all working days to ensure the presence of number of workers desirable and to administer the functioning / attend the queries of management / difficulty of the employees pertaining to the completion of jobs by the Service Provider.
- 3.3 That the Service Provider will ensure that the individuals so engaged in the factory premise are duly verified / scrutinized by the Human Resource Department. The Service Provider will change the person, if so objected by the Company. The Service Provider will not engage any employee of the shady character. The Service Provider will employ suitable number of persons to complete the job at well in time as per schedule failing which the Company can impose penalty on the Service Provider for deliberately delaying the work.

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4. Consideration

- 4.1 That the Service Provider shall submit its bill on monthly basis along with all supporting to Time Office of the Company by 3rd of every next month along with copy of ESI and PF contribution deposit challans for the preceding month. Time Office will check the bill in detail by complying the record of the Service Provider and verify the amount to be paid to the Service Provider. The Accounts Department shall release the payment to the Service Provider for the amount payable to the Service Provider by 9th of the month and the Service Provider shall ensure the payment to their workers on 10th of month. In absence of ESI and PF challans no payment will be made to the Service Provider.
- 4.2 That the Company shall pay the following rates to the Contractor as per the agreed prices (Refer Annexure attached)
- 4.3 That the quality will be checked by the Company's Quality Department. The annexed mentioned rates include rejection of casting on account of defects produced from machine. However, the Company shall take the utmost care to handle Contractor for repeated negligence / poor workmanship.
- 4.4 The Contractor shall be responsible to pay the damages or loss caused to the Company due to any negligence on its part or on the part of any worker engaged by it.
- 4.5 All payments will be made after deducting TDS as per statutory rules.
- 4.6 The Service Provider is required to deposit Rs. 25,000/- (Rupees Twenty Five Thousand only) as security deposit.

5. Obligation Of Service Provider

- 5.1 The Contractor will ensure that the factory premises are properly maintained and kept clean. The Company machinery so provided in the factory will be maintained

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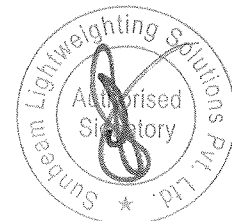
and properly dusted / cleared / washed and the Contractor will be responsible for the breakages

- 5.2 That the Contractor shall give to the Company in advance a list of its employees together with their local and permanent addresses and attested signatures or LTI as the case may be and two copies of their passport size photos, one will be used for Identity Card and another will be affixed on Application Form, so that Security Department may be instructed to allow them into the factory and stay at their respective places of work during their duty hours. In the absence of Identity Card no employee will be allowed to enter in the Company.
- 5.3 That the persons engaged in rendering the above services will be Contractor's employees and the Company shall have no direct relationship of master and servant with the employees employed by the Contractor and the Contractor shall alone be responsible for their employment / re-employment and the liabilities / responsibilities under all the relevant Acts including the Payment of Wages Act, 1936, the Minimum Wages Act, 1948, the Factories Act, 1948, the Payment of Bonus Act, 1965, the Industrial Disputes Act, 1947 the Employees State Insurance Act, 1948 and the Provident Fund Act, 1952 etc.
- 5.4 That the Company will not be held responsible in any case for violation of any provisions of Labour Law or any other Act by the Contractor in respect of its employees. Any liability / penalty arising out of non- compliance of statutory requirement from time to time or any other dispute will be dealt with and borne by the Contractor. The Company can deduct money equivalent to the extent of liability / penalty from the bills payable to the Contractor, with a view to settle the matter.
- 5.5 That the Contractor will abide by all the rules / regulations and Policy of the Company enforced from time to time.
- 5.6 The Contractor will arrange the medical examination of its employees, to ensure that they are free from any contagious diseases at the time of appointment. The Company will be at liberty to see the medical fitness reports of the Contractor's employees.

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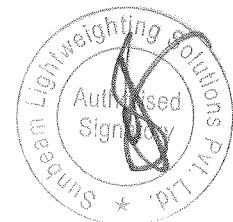
5.7 The Contractor will abide by all the rules & regulations of EHS Policy of the Company.

6. Liabilities, Warranties, & Indemnities

- 6.1 The Service Provider or its employees shall have no claims whatsoever against the Company in case of injury to or the death of the employees of the Service Provider and the Service Provider shall indemnify and at all times keep the Company indemnified on this account except if such injury or death occurs on account of the default attributable to the Company.
- 6.2 The Service Provider shall indemnify and keep indemnified the Company against all actions, proceedings, costs, expenses, claims and demands in respect of any act matter or thing done or omitted to be done by the Service Provider in contravention of any laws of India during the provisions of the Services and from and against all costs, expenses, loss or damage whatsoever arising in relation to any liabilities solely attributable to the negligence or default of the employees agents or Service Providers of the Service Provider, due to any deficiency in the Services, and/or any breach of the provisions of the Contract.
- 6.3 If any loss or damage to the COMPANY's property takes place due to negligence of the Service Provider or its agents personnel or due to theft or misconduct of such persons during the tenure of this agreement, the Service Provider shall make good such loss or damage and shall not look to the Company's insurer for indemnification.
- 6.4 The Service Provider will maintain proper attendance, salary disbursement and other relevant records, which will be subject to inspection by Human Resource (HR) Department of the Company or Inspectors of various Departments of the Government. The Contractor will make payments to its employees in the presence of representative of HR Department of the Company and get his register counter signed by that employee in whose presence the payment has been made clearly mentioning therein. "The above payment has been made in my presence". It shall be the discretion of the company to check the records of the Contractor at any time.

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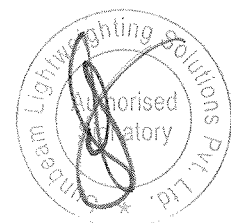
- 6.5 That the Contractor will obtain license / renewal of license under Contract Labour (R & A) Act, 1970 within 30 days of the execution of this contract. The photocopy of the license / renewal of license has to be submitted in HR Department.
- 6.6 That the Company shall not be responsible for any inquiry to any of Contractor's employees in the factory premises. All such responsibilities and liabilities would be to the account of Contractor including their all legal payments and treatment expenses in case of accident.
- 6.7 In case of any clarification is required than the Head of HR Department of the Company will be the deciding authority and the decision will be binding upon both the parties.

7. COMPLIANCE OF VARIOUS ACTS / LAW

- 7.1 All legal and statutory payment related to Service Provider activities at the Company would be responsibility of the Service Provider.
- 7.2 Service Provider should comply with all statutory & legal compliances related to their personnel during the contractual period. Any violation in that may lead to termination of the contract.
- 7.3 That the Company will not be held responsible in any case for violation of any provisions of Labour Law or any other Act by the Service Provider in respect of its employees. Any liability / penalty arising out of non- compliance of statutory requirement from time to time or any other dispute will be dealt with and borne by the Service Provider. The Company can deduct money equivalent to the extent of liability / penalty from the bills payable to the Service Provider, with a view to settle the matter.
- 7.4 That the Service Provider will abide by all the rules / regulations and Policy of the Company enforced from time to time.

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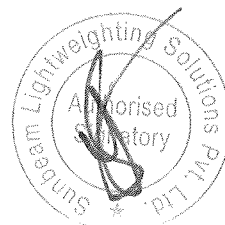
- 7.5 During the Term, the Service Provider shall obtain Workmen's compensation policy (as applicable) in respect of its employees deployed at the Premises of the Company. Such insurance shall be obtained at the cost and expense of the Service Provider and the Service Provider shall furnish copies of such policies and any renewals thereof to the Company as a condition precedent to any payment due hereunder.
- 7.6 The persons engaged in rendering the above services will be Service Provider's employees and the company owns no responsibility towards their employment and the liabilities/responsibilities under all the relevant Acts including payment of Wages Act, Minimum Wages Act, The Factories Act, Payment of Bonus Act, Industrial Disputes Act, ESI Act, P.F. Act etc. Further, Service Provider shall comply with the rules and regulation related to GST Compliances and shall submit all relevant returns with the Concerned authority within Time along with applicable payment. In case, Where Service Provider makes any default pertaining to GST Compliances (GST Input Tax Credit, Interest, Penalty etc.), which is detrimental to the interest of Company, Company will reserve the right to recover such amount from the Service Provider which is being caused due to the negligence of Service Provider.
- 7.7 The Service Provider should have the requisite permission to provide services in Rajasthan. Amount of PF/ESIC of current month will be reimbursed to service provider only when he submits challans (photocopy) of last month.

8. General

- 8.1 **Acknowledgements-** The Service Provider acknowledges and agrees that in entering into this Agreement the Service Provider has not relied on any representation, warranty or other assurance made by or on behalf of the Company (whether negligently or innocently made) other than those expressly set out in this Agreement or annexed to it as a Schedule. No written or oral representation, correspondence or statement, including any promotional or sales literature, forms part of or is incorporated by reference into this Agreement.

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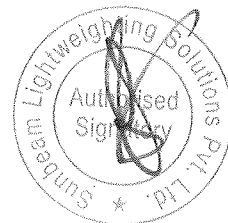

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- 8.2 Entire Agreement-** This Agreement, including the Schedules, constitutes the entire agreement and understanding of the Parties and replaces and supersedes any previous agreements between the Parties relating to the subject matter of this Agreement.
- 8.3 Counterparts -**This Agreement may be executed in any number of duplicate parts all of which taken together will on exchange constitute one Agreement.
- 8.4 Variation-** This Agreement cannot be changed or modified except by another agreement in writing signed by the Parties.
- 8.5 Further Assurance-** Each Party must do or procure to be done any and all further acts and things, and must execute or procure the execution of any and all documents, as may be required for the purpose of giving the other Party the full benefit of the provisions of this Agreement.
- 8.6 Invalidity-** In case any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired.
- 8.7 No Waiver -**The failure of the Developer to insist upon the strict performance of any of the provisions of this Agreement will not be construed as a waiver of any provisions or the relinquishment of any rights, and each provision of this Agreement will continue in full force and effect.

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9 Termination

9.1 The Company or Service Provider may terminate the Contract at any time by giving one month's notice to other party without assigning any reason. However, the Company shall have the right to discontinue / terminate this contract without any compensation / notice for any violation of the above terms and conditions by the Contractor.

9.2 Either The Company or the Service Provider shall have the right at any time by giving notice in writing to the other party to terminate the Contract in any of the following events:

(i) If either party hereto shall commit or allow to be committed a breach of any of the conditions contained therein, PROVIDED ALWAYS that in the case of breach capable of being remedied, such right of termination shall not be exercised unless the party in breach of the Contract shall have failed to make good to the satisfaction of the other party such breach, within fourteen (14) days after that other party has served notice in writing on the party in breach setting out the nature and particulars of the breach and requiring the party in breach to correct it immediately; or

(ii) If either party enters into liquidation whether compulsorily or voluntarily otherwise than for purpose of amalgamation or re-construction or compounds with its creditors or takes or suffers any similar action in consequence of debt.

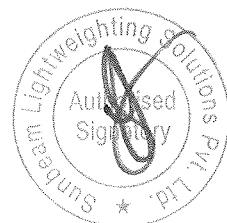
(iii) The Service Provider shall vacate the Premises at the termination or sooner determination of this agreement and shall ensure that all its equipment and personnel are also vacated forthwith and in such event, the Company shall render necessary co-operation for smooth vacating the Premises.

10. Escalation Clause:

Should there be an unprecedented rise in the cost of Material, Fuel, Labour, or any products which may directly or indirectly affect the cost of services offered to the company, the Service Provider will pass on such information to the Company for a change

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in rates which shall be calculated on the market forces which govern it. This is also applicable for statutory requirements and these changes will be incorporated as stated by the law.

11. FORCE MAJEURE

During Force Majeure i.e. floods, riots, earthquake, strike etc. the Service Provider shall provide maximum possible services in the given circumstances. Monthly rates as applicable shall continue to prevail during the period for Force Majeure in case it is fifteen days or less, however, should it continue beyond fifteen days then the services shall be provided on specific mutually agreeable terms and conditions.

12. NO PARTNERSHIP

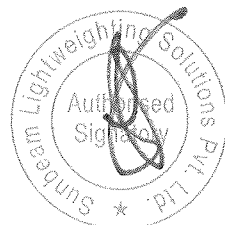
The Service Provider has been appointed as an independent Service Provider and nothing in this Agreement will be deemed to constitute a partnership, joint venture, employer/employee relationship or any other similar type of association between the Company and the Service Provider.

13. CONFIDENTIALITY

- a. The Parties will keep the terms of this Agreement and any Confidential Information strictly private and confidential and each Party must
 - (a) Not use the Confidential Information for any purpose other than the performance of its obligations or the exercise of its rights under this Agreement;
 - and
 - (b) Make all reasonable efforts to prevent the use or disclosure of Confidential Information other than as permitted by this Agreement.
- b. A Party may disclose Confidential Information to:
 - (a) its professional advisers, bankers, financial advisers and financiers, to the extent reasonably necessary and subject to those persons providing an

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undertaking to keep the Confidential Information disclosed confidential in accordance with the terms of this Agreement; or

(b) comply with Applicable Laws or the requirements of any Relevant Authority.

c. This clause will not apply to information which becomes available in the public domain other than by reason of an unauthorized disclosure.

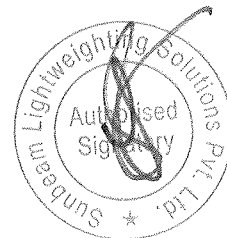
d. This clause will survive any expiry or termination of this Agreement.

14. ARBITRATION AND DISPUTE RESOLUTION

All disputes or differences of any kind whatsoever which may arise between the parties in connection with or arising out of this Agreement and remaining unsettled for a period of Thirty (30) days from the date of notification of such dispute shall be, failing amicable resolution, referred to Arbitration in accordance with the Indian Arbitration Act 1996 as at present in force. If the dispute is not resolved within a reasonable period, then shall be referred to and finally resolved by arbitration in ^{Gurgaon} Haryana, India according to the Arbitration Rules of the Indian judiciary. The decision of the arbitrator shall be final and binding on all the Parties.

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15. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the applicable laws of the INDIA.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

For SUNBEAM LIGHTWEIGHTING SOLUTIONS PVT LTD


(Company)
Authorized Signatory

For SHRI SHYAM ENTERPRISES,

Shri Shyam Enterprises

(Service Provider)
Authorized Signatory



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Witness

1. Hem Pandey



2.

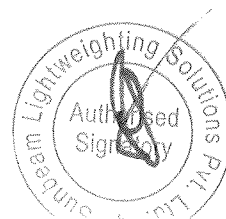

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ANNEXURE –A

MATERIAL	MATERIAL DESCRIPTION	JOB DONE BY CONTRACTOR	BILLING CONDITION	RATE/PC
F1COVAAHB0640067	COVER LH CRANK CASE KS (KSTK) AAHB	BUFFING	Payment on Dispatch	1.90
F1COVAAGP0840050	COVER RH AAGP	BUFFING	Payment on Dispatch	2.40
F1COVAAWD0681020	COVER CRANK CASE LH AAWD	BUFFING	Payment on Dispatch	2.75
F1COVAANN0750150	COVER LEFT CRANK CASE - AANN(SILVER)	BUFFING	Payment on Dispatch	1.90
F1COVAANN075006P	COVER LEFT CRANK CASE - AANN(SILVER)	BUFFING	Payment on Dispatch	1.90
F1COVAAGF0620060	COVER LH CRANK CASE FRONT AAGF SS	BUFFING	Payment on Dispatch	1.90
F1COVAAHB0640060	COVER LH CRANK CASE KS(KSTK)/AAJH	BUFFING	Payment on Dispatch	1.90
F1COVOP900110064	COVER LH CRANK CASE P-90 (SS) MAT AXIS	BUFFING	Payment on Dispatch	1.90
F1COVKVHH0260064	COVER LH CRANK CASE SS (KVHH) MAT AXIS GRY	BUFFING	Payment on Dispatch	1.75
F1COVAAHB0630060	COVER LH CRANK CASE SS AAHB (BLACK)	BUFFING	Payment on Dispatch	1.90
F1COVOP900100060	COVER RH CRANK CASE (AAGF)	BUFFING	Payment on Dispatch	2.40
F1COVOP900100064	COVER RH CRANK CASE P-90 (MAT AXIS GREY)	BUFFING	Payment on Dispatch	2.40
F1COVAEEE073006D	COVER CRANK CASE LEFT KS-AAEE	FETTLING	Payment on Dispatch	1.75
F1COVAEEE0720150	COVER CRANK CASE LEFT SS - AAEE MAG ASSY	FETTLING	Payment on Dispatch	1.75
F1COVAEEE072006D	COVER CRANK CASE LEFT SS - AAEE	FETTLING	Payment on Dispatch	1.75
F1COVAEEE0720050	COVER CRANK CASE LEFT SS-AAEE	FETTLING	Payment on Dispatch	1.75
F1COVAEEE0720064	COVER CRANK CASE LEFT SS-AAEE MAG	FETTLING	Payment on Dispatch	1.75
F1COVKVHH026006D	COVER CRANK CASE LEFT SS-KVHH	FETTLING	Payment on Dispatch	1.75

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F1COVKVHH0260064	COVER LH CRANK CASE SS (KVHH) MAT AXIS GRY	FETTLING	Payment on Dispatch	1.75
F1THGM44M037004 0	DELLOTO THROTTLE BODY 44 - 10 % LESS ON QA.	FETTLING	Payment on QA offer less 10%	1.40
F1COVAANN0750150	COVER LEFT CRANK CASE - AANN(SILVER)	MATT WHEEL	Payment on Dispatch	1.80
F1HSG0K120210010	HOUSING CAM SHAFT K12 LOWER NO.01	FETTLING	Payment on Dispatch	1.96
F1HSG0K120210020	HOUSING CAM SHAFT K12 LOWER NO.01	FETTLING	Payment on Dispatch	1.96
F1HSG0K120200010	HOUSING CAM SHAFT K12 UPPER NO.01	FETTLING	Payment on Dispatch	1.70
F1HSG0K120200120	HOUSING CAM SHAFT K12 UPPER NO.01	FETTLING	Payment on Dispatch	1.70

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