

महाराष्ट्र MAHARASHTRA

2023

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मुद्रांक यंत्रणे केल्या पासुन ६ महिन्यात वापरणे बांधकामक आहे.

अनु. क्र. 9wyyg दि. 15 NOV 2023 मु.सु. रक्कम-५००/-  
 दस्ताचा प्रकार R Agreement  
 दस्त नोंदणी करणार आहेत का? होय / नाही  
 मिळकतीचे वर्णन Universal Solutions  
 मुद्रांक विभागाचे पत्ता Akurdi Pune  
 बत्ता Endurance Technologies Pvt Ltd  
 दुसऱ्या पक्षकाराचे नाव Jitendra. Gawande, Chikheedi Pune  
 हस्ते द्यातील पत्रे व पत्ता

महाराष्ट्र कोषागार अधिकारी  
 09 NOV 2023  
 प्रथम मुद्रांक लिपीक कोषागार पुणे करिता

मुद्रांक विकत घेणाऱ्याची सही

श्री. विश्वरूप रामचंद्र जाधव  
 परवाना क्र. २२७११५१  
 प्लॉट नं. १०० से नं. १८  
 फुलेनगर, विठ्ठलवाड, पुणे-४१

**AGREEMENT FOR SERVICES**

This Agreement for Services ("Agreement") is made on this 15<sup>th</sup> November 2023.  
**BETWEEN**  
**ENDURANCE TECHNOLOGIES LTD**, a Company incorporated under the Companies Act, 1956 and having its Registered Office at Plot No K-226/2 MIDC Waluj Aurangabad-431136 Maharashtra, India (hereinafter referred to as "Endurance" or "Company", which expression shall unless repugnant to the subject or context thereof shall mean and include its successors-in-business and permitted assigns) of the **One Part.**  
**AND**

*(Handwritten signature)*



### ANNEXURE I

The Government of India, Ministry of Health and Family Welfare, New Delhi, is pleased to inform that the following list of persons has been appointed as Additional Medical Officers (A.M.O.) in the State of Kerala.

The names of the persons appointed are as follows:

Name	Qualification	Post
Dr. P. V. S. Nair	B.A.M.S.	Additional Medical Officer (A.M.O.)
Dr. K. S. Nair	B.A.M.S.	Additional Medical Officer (A.M.O.)
Dr. M. S. Nair	B.A.M.S.	Additional Medical Officer (A.M.O.)
Dr. J. S. Nair	B.A.M.S.	Additional Medical Officer (A.M.O.)
Dr. R. S. Nair	B.A.M.S.	Additional Medical Officer (A.M.O.)
Dr. T. S. Nair	B.A.M.S.	Additional Medical Officer (A.M.O.)
Dr. U. S. Nair	B.A.M.S.	Additional Medical Officer (A.M.O.)
Dr. V. S. Nair	B.A.M.S.	Additional Medical Officer (A.M.O.)
Dr. W. S. Nair	B.A.M.S.	Additional Medical Officer (A.M.O.)
Dr. X. S. Nair	B.A.M.S.	Additional Medical Officer (A.M.O.)
Dr. Y. S. Nair	B.A.M.S.	Additional Medical Officer (A.M.O.)
Dr. Z. S. Nair	B.A.M.S.	Additional Medical Officer (A.M.O.)

The names of the persons appointed are as follows:

Dr. P. V. S. Nair  
 Dr. K. S. Nair  
 Dr. M. S. Nair  
 Dr. J. S. Nair  
 Dr. R. S. Nair  
 Dr. T. S. Nair  
 Dr. U. S. Nair  
 Dr. V. S. Nair  
 Dr. W. S. Nair  
 Dr. X. S. Nair  
 Dr. Y. S. Nair  
 Dr. Z. S. Nair

Additional Medical Officer (A.M.O.)

**UNIVERSAL SOLUTIONS**, a proprietary concern registered under the laws of India under Udyog Aadhar Scheme with registration number MH26E0106659 and having its Office at **Universal Solutions Office Number 415-416, 4<sup>th</sup> Floor, BR2 Section , B Wing , JAI GANESH VISION , Akurdi , Pune 411035 Maharashtra India** represented by Mr. Amol Sampatrao Shinde, permanently resides at Ravet - Pune 412101 (hereinafter for the sake of brevity & convenience referred to and called as "Service Provider" which expression shall, unless repugnant to or inconsistent with the context thereof, mean and include its legal heirs, executors, successor-in-business, liquidator/s, permitted assigns etc.) of the **Other Part.**

Endurance or Company and Service Provider are hereinafter collectively referred to as "**Parties**" and individually as a "**Party**".

**WHEREAS** Endurance is inter-alia engaged in the business of designing, engineering, manufacturing and selling automotive components for two, three and four wheelers.

**AND WHEREAS** the Service Provider is engaged the business of providing job work services which includes **Engineering Design Services i.e. 3D REVERSE Engineering , 3D SCANNING , 3D Product Design & Development using CAD Softwares , Engineering Simulation Services using FEA & CFD Softwares , Data Management & Strategic Sourcing Services , Electronics & Embedded Design Related Services.**

**AND WHEREAS**, the Company intends to avail job work services at its Plot No K-226/2 MIDC Waluj Aurangabad- 431136 plant which includes services related to 2D and 3D CAD and data management services--(hereinafter referred to as "Services").

**AND WHEREAS** the Service Provider has represented to the Company that it has the requisite skills, expertise, trained personnel and infrastructure to provide the necessary Services.

**AND WHEREAS** relying on the assurances and representations made by the Service Provider, the Company is desirous of availing Services from the Service Provider on principal to principal basis, at its L- Plot No K-226/2 MIDC Waluj Aurangabad- 431136, on following terms and conditions:

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

1. **SCOPE OF SERVICE:** The Service Provider shall provide the Services as detailed in Annexure 1 of this Agreement.
2. **TERM:** This Agreement shall be in force for a period from **16<sup>th</sup> November 2023 to 31<sup>st</sup> March 2027.**
3. **CONSIDERATION:** For providing the Services as mentioned hereinabove, the Company shall pay to the Service Provider service fee as per Annexure 2 of this Agreement.
4. **RELATIONSHIP:**
  - a. The Service Provider and the Company are entering into this Agreement on principal to principal basis and neither Party shall represent the other in any other manner whatsoever. Further it is made abundantly clear to the Service Provider and agreed & accepted by and between the Parties that there is no employee-employer relationship or any other relationship of such nature between Company and Service Provider and its employees, sub-contractor(s), agent(s), representative(s) and vendor(s). Any reference to Service Provider's employees, sub-contractor(s), agent(s), representative(s) vendor(s) in this Agreement shall not be deemed to be resulting into employee-employer relationship or any other relationship of such nature between Company and Service Provider's employees and employees of sub-contractor(s), agent(s), representative(s) and vendor(s).

Service Provider and its sub-contractor(s), agent(s), representative(s) and vendor(s) in his/its best endeavor and capacity would try to maintain harmonious relationship with his/its employees.

- b. It is explicitly agreed between the Parties that there is no privity of contract whatsoever between Company and the employees of the Service Provider and its sub-contractor(s), agent(s), representative(s) and vendor(s). The entire work of the employees of the Service Provider and/or its sub-contractors shall be supervised and controlled by the Service Provider and/or its/his supervisors without any interference of Company.
- c. The kind of Engineering Manpower Resource (For CAD / PLM / Simulation / Testing) deployed, under any name whatsoever, employed by the Service Provider (M/S UNIVERSAL SOLUTIONS Pune) for providing the Services shall have No right to employment in the Company. Service Provider Company (M/S UNIVERSAL SOLUTIONS Pune) Engineering Manpower Resources deployed under any name whatsoever can not be Hired Directly or Indirectly (3<sup>rd</sup> Party Contractor / Self Contract or Any Other Design/Employment Engagement Model) by the Company for whatsoever reasons.

**5. REPRESENTATIONS OF SERVICE PROVIDER:**

Service Provider hereby represents that:

- a. Service Provider has all valid licenses/permissions under all applicable laws and prescribed by the Statutory and Government Authority required for performance under this Agreement and shall keep all such licenses/ permissions valid, at all times, and shall strictly comply with such licenses/ permissions, during subsistence of this Agreement.
- b. Service Provider (including its employees/sub-contractor(s)/ agent(s)/representative(s)/vendor(s)) have all the requisite educational qualification/skills/knowledge/experience/certification, manpower, infrastructure for providing Services as mentioned in this Agreement.
- c. There is no restriction on Service Provider to enter into this Agreement, from any third party.
- d. The Service Provider is signing this Agreement with free will and accord.
- e. Service Provider hereby represents that he and none of his relative is directly or indirectly interested or working as employee with the Company.
- f. The Service Provider is in compliance with all the laws, rules and regulations as are applicable to his business and no litigation is pending against him which creates an embargo on the Service Provider to provide the Services as covered under this Agreement.
- g. Service Provider undertakes that he and his employees/ sub-contractor/ agents/representatives/vendor will strictly follow and comply with the rules regulations and standard operating procedure defined by the Ministry Home Affairs, Government of India and the Company, to avoid the spread of COVID-19.

**6. COVENANTS OF SERVICE PROVIDER:** The Service Provider hereby agrees, undertakes and promises that:

- a. Service Provider shall strictly follow the rules and regulations intimated by Company from time to time during the tenure of the Agreement.
- b. Service Provider shall be solely liable for death, injury, accident to Service Provider's employee(s) and employees of Service Provider's sub-contractor(s), agents(s)/representatives/vendor(s) which may arise out of and in the course of their duties whether on Company's premises or during travel or due to any viral infection like COVID-19 and in the event that the Company is made liable to pay any damages or compensation in respect of such employee(s) as mentioned above, the Service Provider hereby agrees to reimburse, 'merely on demand and without demur' to the Company such damages or compensation.
- c. Service Provider shall at its own cost obtain adequate insurance coverage for its all employee(s) and shall ensure that its sub-contractor(s), agents(s),



representative(s) and vendor(s) also obtain adequate insurance coverage for all its employees, engaged in providing the Services, under the Employees Compensation Insurance Policy, Employees State Insurance Scheme, Personal accident, health/medical etc. The Service Provider further agrees to and shall ensure that its sub-contractor(s), agents(s), representative(s) and vendor(s), maintain all such insurance policies during the period of this Agreement. Service Provider further agrees to provide copies of such insurance policies to the Company as and when required.

- d. The Service Provider shall not engage/employ child labour nor shall any of its employees, sub-contractor(s), agent(s), representative(s) and vendor(s) bring children along with them during the performance of the Services.
- e. Service Provider shall ensure that the Services under this Agreement are performed diligently, promptly and with utmost care and thoroughness as may be desired by the Company. The Service Provider shall at all times, during the term of this Agreement comply with the safety and security policies and procedures and the Company's Code of Code of Conduct.
- f. The Service Provider shall be responsible for complying with all statutory and legal requirements and all other laws rules, regulations and by-laws there under as are applicable or may become applicable from time to time to the Service provided by the Service Provider and/or its sub-contractor(s), agents(s), representative(s) and vendor(s) under this Agreement and shall obtain necessary registrations, licenses approvals and sanctions as are required under applicable laws.
- g. During the term of this Agreement and after expiry or termination of this Agreement the employment of all staff and employees, sub-contractor(s), agents(s), representative(s) and vendor(s) engaged by the Service Provider, their wages, dues and all claims shall be the responsibility of the Service Provider.
- h. Service Provider confirms that person executing this Agreement has the authority to execute this Agreement on behalf of the Service Provider and this Agreement shall not be affected by any resignation/ termination/ separation of person executing the document or change in the constitution of Service Provider.
- i. The Service Provider shall solely and exclusively be responsible and liable to comply with all applicable provisions of any acts, rules, regulations, codes and all its statutory payments throughout the period of this Agreement and also the dues and terminal benefits on expiry or termination of this Agreement to his employees, in all categories, including salary, wages, bonus, provident fund, gratuity, maternity benefits, and any other contributions prescribed by law and compensations under Industrial Disputes Act, Employees Provident Funds and Miscellaneous Provisions Act, Minimum wages Act, Payment of Wages Act, Employees' State Insurance Act, Employees Workmen's Compensation Act, Employees' Pension Scheme etc. The Service Provider shall be solely liable to face civil or criminal action that the Government, Municipal, Local authorities or private persons/firms may take against him, due to his or his employees, sub-contractor(s), agents(s), representative(s) and vendor(s) default, non-compliance or and shall indemnify and pay to the Company, on demand without demur, loss suffered by the Company and in case Company is required to pay the same or Company is made a party to such proceedings and Company shall have the right to recover from the Service Provider all costs, fees, compensations and damages paid, loss suffered or penalties paid by Company and/or its officer/s in all types of complaints, petitions, claims, actions, proceedings, hearings, etc.
- j. The Service Provider and its sub-contractor(s), agents(s), representative(s) and vendor(s) shall observe and follow all the safety rules/regulations and shall take every precaution to avoid any accident or cause of threat to life and property while performing the Services under this Agreement. In the event of any accident takes place and if Company is to suffer any loss or damage of any nature then the Service Provider shall indemnify and keep Company indemnified against any loss/damage that may be suffered by Company. The Service Provider shall ensure that his employees do not enter in any other area/s other than work place



under this agreement and shall further be responsible for all the acts, deeds, actions of his employees.

- k. The Service Provider and its sub-contractor(s), agents(s), representative(s) and vendor(s) are empowered to execute and ensure the adherence of compliance under the Factories Act, 1948 for safety of his persons engaged and working for Company within its premises. The Company by using its due diligence, to enforce the compliance of Factories Act, authorizes the Service Provider to take care of his persons for their safety while working for and within the premises of the Company.

**7. LIQUIDATED DAMAGES:** It is expressly agreed by the Service Provider that time is the essence of this contract and that in the event of failure to meet the agreed parameters and if such failure is not corrected within a week from the date of receipt of information by the Service Provider, the Company reserves the right to levy a reasonable liquidated damages on the Service Provider, which the Service Provider agrees not to contest.

**8. INDEMNIFICATION:** Service Provider (including its employees/sub-contractor/ representative/agents/vendor of Service Provider) hereby agrees and undertakes to indemnify and keep the Company including its directors, managers, employees and representatives indemnified forever from and against all losses, damages, costs, expenses, charges, fines etc.:

- a. arising out of breach of any of the representation or terms and/or conditions of this Agreement by the Service Provider;
- b. owing to any claim/s, demand/s, made or suit/s, dispute/s, litigation/s, proceeding/s initiated against the Company by the employees/sub-contractor/ representative/agents/vendor of the Service Provider for any reason whatsoever;
- c. owing to any claim/s, demand/s, made or suit/s, dispute/s, litigation/s, proceeding/s initiated by any third party/Government, Statutory Authority, Tax Authority or any other body against the Company due to any statutory non-compliance, contravention of applicable laws by the Service Provider;
- d. Damages to the any property of the Company/third party due to act of the employees/sub-contractor/ representative/agents/vendor of the Service Provider.
- e. Against all claims including but not limited to Employees Compensation Insurance Policy, Employees State Insurance Scheme, Personal Accident, health/medicine etc.
- f. Service Provider agrees to indemnify the Company on its first demand without any demur.

**9. DEDUCTIONS:** In addition to all legal rights and remedies available to the Company, the Company shall be entitled to deduct or withhold appropriate amounts from the monthly bills towards the costs/expenses incurred or any damage suffered by Company due including but not limited any of the following reasons:

- a. breach of any of the terms/conditions/responsibilities as mentioned in this Agreement by the Service Provider;
- b. deficiency, delay in performance of the Services under this Agreement, by Service Provider;
- c. breach or violation of any provisions of applicable laws by the Service Provider;
- d. any misconduct by any employee/ sub-contractor/representative/agents/vendor of the Service Provider.
- e. Any amount recoverable under the above mentioned indemnification clause.
- f. If the deduction is not sufficient the Service Provider shall pay the balance amount on first demand of the Company without any demur.

**10. TERMINATION:** This Agreement may be terminated by the Company by giving Ninety (90) days prior notice in writing to Service Provider. The Service Provider can terminate this Agreement by giving Ninety (90) days advance notice to the Company.



**11. ADDITIONAL RIGHT OF TERMINATION TO COMPANY:** The Company may terminate this Agreement without any notice whatsoever to the Service Provider in any of the following events:

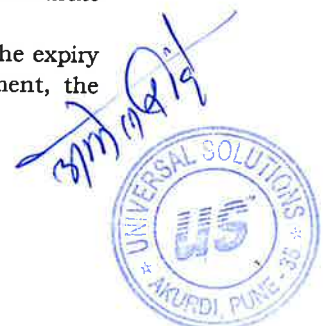
- a. If Service Provider makes a general arrangement for the benefit of his financial/operational creditors, or if a receiver or trustee of property of the Service Provider is appointed, or in case of insolvency of the Service Provider, or in case an application is made to have the Service Provider declared insolvent.
- b. Service Provider violates/commits the breach of any of the terms and conditions of this Agreement and/or acts in violation of any business standards, Company's Code of Conduct or any other procedure stipulated and postulated in this Agreement or in violation of any prevailing law.
- c. If in the opinion of the Company the Service Provider (including its sub-contractor(s)/ employee(s)/representative(s)/agent(s)/vendor(s)) is/are found guilty of misappropriation/damage of Company's property.
- d. If there is any change in control/ownership of the Service Provider or sale of business and the Company thinks that such change is detrimental in the interest of the Company.

**12. EFFECTS OF EXPIRY OR TERMINATION:**

- I. Service Provider shall with immediate effect:
  - a. Stop all work/activities Service Provider shall with immediate effect stop all work/activities and jointly with Company workout the claim of each party against the other.
  - b. Remove all its persons from the premises of the Company
  - c. Return all confidential information to the Company without retaining any copy of the same
- II. Company shall, however, be entitled to deduct whatever sums from the amounts due to the Service Provider in accordance with this Agreement and/or any other terms separately agreed upon.

**13. CONFIDENTIALITY:**

- a. Service Provider undertakes to strictly maintain the confidentiality of all the Company's information including but not limited to trade secrets, all business, technical, manufacturing, marketing, sales, financial or other confidential and proprietary information and know how (collectively referred to herein as "Data") disclosed to it and/or made available to it and/or received by it from Company during the term of the Agreement.
- b. The Service Provider also accepts the responsibility to control access to the Data and any violation or failure to meet the guidelines would be cause for termination of this Agreement. When performing Services, the Service Provider shall require its employees, agents/subcontractors/representative/vendor to adhere to all of the Data security rules established by the Company, from time to time. It shall be the Service Provider's responsibility to know these rules and apply the same while using any such Data. It shall also be the Service Provider's responsibility, at no additional cost to Company, to train and update its employees on these rules.
- c. As part of the Services, Service Provider shall be responsible for the implementation and maintenance of safeguards against, the destruction, loss or alteration of Company Data. In the event Service Provider or Service Provider's agents discover or are notified of any breach or potential material breach of security of Company Data, Service Provider shall immediately (1) notify the Company representative of the same and (2) if Company data was in the possession of Service Provider or the Service Provider's agents, as part of the Services, Service Provider shall investigate the breach, or potential breach, and provide Company with a complete and accurate written report of said investigation.
- d. The confidentiality obligations shall survive for the period of 5 years after the expiry or early termination of the Agreement. Upon termination of the Agreement, the



Consultant shall immediately return all confidential information to Endurance or destroy the same and submit an affidavit/certificate to this effect to the Company.

- 14. INTELLECTUAL PROPERTY RIGHTS:** All right, title and interest in all Intellectual Property which the Service Provider (including employees/representative/agents of Service Provider) shall conceive or originate, if any, either individually or jointly with others, and which arise out of the performance of the Services under this Agreement shall be the property of Company and is by this Agreement assigned to the Company. Service Provider (including employees/representative/agents of Service Provider) agree to cooperate with Company and to execute all necessary documents to assist the Company in obtaining and registering such Intellectual Property Rights in any and all countries.
- 15. COMPANY LOGO AND NAME:** Service Provider and its sub-contractor(s), agents(s), representative(s) and vendor(s) are strictly prohibited from using the logo and trademark of the Company, without prior written permission. This clause shall survive the termination of this Agreement.
- 16. DISCLAIMER:** No act or omission of Company with respect to the work of the Service Provider shall be presumed or deemed to be ratification of any of the unauthorized acts or omission of the Service Provider, unless specifically ratified in writing to that effect by Company. Thus, Service Provider shall not presume any ratification by the Company by way of implication.
- 17. NON-SOLICITATION:** Service Provider shall not during the period of this Agreement and for two years after the expiry or termination of this Agreement, hire, solicit, or cause to be solicited the employment of any employee of Company, without the prior written consent of the Company. Employees or Manpower Resources of Service Provider Company cannot be hired directly or indirectly or 3<sup>rd</sup> Party or Any Other Engagement Models by the Company.
- 18. LIMITATION OF LIABILITY:** EXCEPT FOR THE PAYMENT OF SERVICE FEES/CONSIDERATION AS MENTIONED IN THIS AGREEMENT, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DIRECT AND/OR SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY, ARISING IN ANY WAY OUT OF THIS AGREEMENT.
- 19. SECURITIES LAWS:** Service Provider is aware and shall advise his respective employees, sub-contractors, agents, representatives and vendor of the restrictions imposed by the securities laws of India, on the purchase or sale of securities by any person that has received material, non-public information from the Company of its securities or of its customer and regarding the communication of such information to any other person when it is reasonably foreseeable that such other person is likely to purchase or sell such securities in reliance upon such information. In particular, any such party or person who becomes aware of or comes in possession of material, non-public information of the Company or its customer, shall not pass on / share / disclose any such information to any other party or persons or give any advice based on the available information and shall not trade in the securities of the Company or its customer based on such information.
- 20. NO UNETHICAL PRACTICES:** Service Provider (including employees/representative/sub-contractor/agents/vendor of Service Provider) shall not directly or indirectly involve in any corrupt practices and shall ensure that his sub-contractor(s), agents(s), representative(s) and vendor(s) also refrain from corrupt practices. The corrupt practices, without prejudice to generality would include – giving cash, gifts, concessions, benefits, etc. of any value to any Government, Semi-Government official(s) or officials of the Company or any person for getting the work done expeditiously or out of turn or otherwise. The Service Provider understands and agrees that the Company has a zero tolerance towards the unethical and corrupt practices. In the event if the Service Provider is found to be in breach of this clause,





the Company shall be entitled to terminate this Agreement with immediate effect and without any liability to the Service Provider.

Service Provider Company (M/S UNIVERSAL SOLUTIONS Pune) Engineering Manpower Resources deployed under any name whatsoever can not be Hired Directly or Indirectly (3<sup>rd</sup> Party Contractor / Self Contract or Any Other Design/Employment Engagement Model) by the Company for whatsoever reasons Offering Higher Salary or any other Employee – Employer Engagement Models.

- 21. SUCCESSORS:** This Agreement binds the heirs, executors, administrators and permitted assigns of the Service Provider with respect of all covenants herein and cannot be changed except by written consent of both Parties.
- 22. ASSIGNMENT:**
- In the event of a reorganization, merger, or acquisition or related activity in which the Service Provider passes management control to other owners, its rights under this Agreement, the Company reserves the right to review the terms of the Agreement. The Company reserves the right to terminate the Agreement in case of such re-organization, if in its opinion the arrangement is not in the best interest of the Company.
  - The Service Provider shall not transfer or assign this Agreement or right or obligation it to any other person, firm, company or entity without the Company's written consent and any such assignment without obtaining Company's prior written consent shall be rendered void and not bind the Company. If the assignment is by operation of law, the Company has the right to terminate the Agreement and the Service Provider shall be liable to compensate the Company for any damages suffered by the Company for the remainder of the agreed tenure of the Agreement.
  - The Service Provider shall not appoint any sub-contractor to render the services as mentioned in Annexure A without obtaining prior written approval from the Company.
  - Nothing contained herein shall prevent the use by or the assignment of this Agreement by the Company to its parent body or any of its affiliates or subsidiaries.
- 23. MODIFICATIONS:** The terms and conditions of this Agreement may be modified in writing signed by both the Parties and annexed to this Agreement.
- 24. NEGOTIATION & ARBITRATION:** In the event of any dispute between the Parties in respect of and arising out of this Agreement, the Parties may first make an attempt to negotiate the same by involving higher management personnel of each party in non-binding amicable Negotiations. Any dispute not settled by amicable settlement between the Parties within 30 days of reporting the same then the said dispute shall be submitted by either Party to Arbitration by a Sole Arbitrator to be appointed by Company. The venue of Arbitration shall be Aurangabad, Maharashtra. Language of Arbitration proceeding shall be English only and the arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and amendments thereto and any rules made there under. The award of Arbitrator shall be final and binding on Parties. The Service Provider shall not challenge the Award of the Arbitrator. Each Party shall bear its own costs and expenses related to the arbitration and legal proceedings.
- 25. WARRANTY:** Both the Parties declare and warrant to each other that they have full right and authority to enter into this Agreement without any restriction under any statute.
- 26. GOVERNING LAW AND REMEDIES:** The laws of India shall govern the validity, performance and construction of this Agreement. Subject to the arbitration provisions







mentioned herein, all disputes arising out of this Agreement shall be referred to the exclusive jurisdiction of the courts at Aurangabad, Maharashtra, India.


- 27. NO WAIVER OR ELECTION:** None of the provisions or rights available under this agreement shall be considered to be waived by Company unless waiver is given in writing to Service Provider.
- 28. ADVERTISING, NONDISCLOSURE OF CONTENTS OF AGREEMENT/ WORK ORDER:** Service Provider shall not, without first obtaining the written consent of Company, in any manner advertise, publicize, publish or otherwise draw attention to the fact that Service Provider has furnished or contracted to provide the Services mentioned in this Agreement, or disclose any of the details connected with this Agreement to any third party except as required for performance of this Agreement. The terms of this clause shall survive the termination of this Agreement for any reason.
- 29. SEVERABILITY:** If any part of this Agreement is held by any court of competent jurisdiction to be unenforceable or as invalid or illegal, such part shall be treated as being severable from the remainder of this Agreement and the same shall not affect the other provisions of this Agreement and this Agreement will be construed in all respects as if such invalid and / or unenforceable provision were omitted.
- 30. ENTIRE AGREEMENT:** This Agreement constitutes the entire complete understanding and agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, discussions, negotiations and communications whether oral or written.
- 31. FORCE MAJEURE:** If the whole or any part of the performance of the respective obligations of the Parties hereunder is prevented or delayed due to an act of God, fire, earthquake, flood, drought, storms, cyclones, hurricanes, strike, lockout, labour problems, terrorist activities, riots, pandemic, embargoes, government and statutory order(s) or any circumstances beyond the control of either party (Force Majeure event), then to the extent either Party shall be prevented or delayed from performing all or any part of their respective obligations under this Agreement despite due diligence and reasonable efforts to do so, then such Party shall be excused from performance hereunder for so long as reasons of Force Majeure event shall continue to prevent or delay such performance. In the event of occurrence of any Force Majeure event, the affected Party shall within a reasonable time, inform the other Party of such Force Majeure event by giving a written notice mentioning the effect of such Force Majeure events on its obligations under this Agreement. If the Force Majeure event continues for a period exceeding one month, each Party shall have right to terminate this Agreement forthwith without any further notice.
- 32. NOTICES:** All notices required to be given pursuant to this Agreement shall be made in writing and be personally served or deposited or sent by registered post addressed as set out below or to such other address as such Party shall have specified in writing to the other Party, with a copy to the Legal Department of such Party.
- A) Endurance  
Name: Mr. Moresh Deshpande  
Email: - [mrdeshpande@endurance.co.in](mailto:mrdeshpande@endurance.co.in)  
Contact No. - 8380025449  
Address: - Plot No K-226/2, MIDC Waluj Aurangabad- 431136.
- B) UNIVERSAL SOLUTIONS  
Name: Amol Sampatrao Shinde  
Address: 4<sup>th</sup> Floor, B Wing, JAI GANESH VISION, Akurdi - Pune 411035  
Email: [amol.shinde@universal-solutions.co.in](mailto:amol.shinde@universal-solutions.co.in)  
Contact No. - +919325299559, +919011024998



- 33. SURVIVAL:** Notwithstanding anything contained herein, any terms and conditions; rights, responsibilities and obligations; warranties and representations, which by their nature survive termination or expiration of the Agreement, shall remain in effect even after expiry or termination of this Agreement. In case a specific period of such survival is prescribed under a particular provision, such provision shall survive the expiry or termination for such period only. In case of expiration / termination of this agreement, Service Provider's liability to indemnify Company as mentioned in this Agreement shall survive despite such termination or expiration.
- 34. HEADINGS/CAPTIONS:** All indices, titles, subject headings, Clause titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive or definitive or to affect the meaning, content or scope of this Agreement.
- 35. SCHEDULES, ANNEXURES, AND SUPPLEMENTS ETC.:** All Schedules, Annexure, Supplements or any papers, documents attached and/or annexed to this Agreement shall form an integral part of this Agreement.
- 36. COUNTERPART:** Company shall retain the original copy of this Agreement & Service Provider shall be given the duplicate thereof.
- 37. FURTHER ASSURANCES:** The Parties shall execute and deliver such additional documents and shall cause such additional action to be taken as may be reasonably necessary to carry out the purpose and intent of this Agreement.
- 38. INTERPRETATION:** In this Agreement;
- words imparting singular shall include plural and vice versa.
  - words imparting the masculine gender shall include feminine gender.
  - words imparting persons shall include bodies corporate.
  - the words include and including are to be considered without limitation.
  - any reference to statutory provisions/laws shall include modifications/changes from time to time.
- 39. SUBSIDIZED SHARED TRANSPORT FACILITY**  
The subsidized shared transport facility provided to employees in terms of employment contract through third party vendors this is an purpose for commuting between the residence and the work place.

**IN WITNESS WHEREOF** the Parties hereunto have put their respective hands the day and year first hereinabove mentioned.

For ENDURANCE TECHNOLOGIES LIMITED	For UNIVERSAL SOLUTIONS
 Name: Mr. NMV Ramanamurthy Designation: Executive Vice President (Braking Division)   Name: Mr. Kalyan Pawar Designation: Executive Vice President (ER / IR)	 Name: Amol Sampatrao Shinde Designation: Director  Witness:  Address: Akurdi - Pune 411035 Date: 15-11-2023      Place: Pune  

 Name: Mr. Moreshe Deshpande Designation: Vice President (R & D)  Address:- Plot No K-226/2 MIDC Waluj Aurangabad- 431136. Date: 15-11-2023 Place: Aurangabad	
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**ANNEXURE NO.1**

The Service Provider hereby agrees to following services from time to time to the Company-

**SCOPE OF WORK:**

1. Service Provider agrees to provide job work services related to 3D CAD, FEA; CFD Engineering Simulations & Engineering Services in accord.
2. Service Provider agrees to deploy requisite number of manpower for the purpose of providing the Services as per this Agreement.
3. Service Provider shall ensure that all the daily scheduled and targeted job work of each category should be completed in such manner that Company's customer supply requirement shall be fulfilled in all manners like time, quality and quantity. Service Provider shall ensure that no job work shall be pending for the day.
4. Service Provider shall deploy required manpower on daily basis as per the plan intimated by the-----of the Company.
5. Service Provider has to ensure that supplied manpower should work in all 3 shifts as per the schedule intimated by the Company from time to time.
6. Service Provider shall strictly follow TS, Total Productivity Maintenance (TPM), and Environmental Occupational Health and Safety(EOHS)norms and policies defined by the Company.
7. Service Provider shall take care of 1s/2s as per the rules defined by the Company from time to time.
8. Service Provider shall ensure and check that at the time of providing Services under this Agreement, Service Provider and his employees, sub-contractor, agents, representative and vendor shall use personal protective equipment (PPE) as per the safety norms and necessary for the purpose of providing Services under this Agreement. Further, Service Provider shall follow all the safety rules, regulation, guidelines and requirements of any work permit as defined by the Company from time to time. The responsibility of providing PPE and its accessories shall be on the Service Provider.
9. Service Provider and shall also take all the proper precautionary measures like use of mask, gloves, sanitizer and use of other safety measures as per guidelines issued by the Government in regard to COVID 19 epidemic. Further, Service Provider and his employees, sub-contractor, agents, representative and vendor shall use PPE's while providing Services under this Agreement and comply with safety rules, regulation and requirement of the Company. Service Provider shall provide masks and gloves to the manpower supplied for the providing services under this Agreement.
10. Service Provider and his employees, sub-contractor, agents, representative and vendor shall observe all safety norms and precautionary measures throughout the performance of this Agreement.




11. Service Provider shall be responsible for obtaining necessary permission, permits, and authorisation for the purpose of providing Service under this Agreement and shall comply with all the statutory orders, directions, guidelines and others impositions issued by Central Government, State Government, Municipal Corporation, Grampanchayat and Maharashtra Industrial Development Corporation (MIDC) in relation to the COVID -19 epidemic situation.
12. Service Provider shall respond within two hours of any complaint or concern, raised by Company in relation to the Services availed as per this Agreement.
13. Facilities from the Company: The Company will provide following facilities to the Service Provider
  - a) Mechanical CAD Engineer
  - b) PDM/PLM Engineer
  - c) FEA / CFD Simulation Engineer
  - d) Embedded Systems / Electronics Engineer

#### ANNEXURE NO. 2

As per Clause of Consideration of this Agreement, The Company will pay consideration to Service Provider providing Services as per the following rate.

1. Cad Engineer 1 To 2 Year Rs. 31900/- Per Months
2. FEA /CFD Simulation Engineer 1 to 2 Year Rs. 52500/- Per Months.
3. Service Provider will submit single bill/invoice for the Services, after completion of a month, by 5th of next month along with supporting documents for attendance record/sheet.
4. Company will pay to Service Provider, within 30 (thirty) days from receipt of any invoice; unless disputed by Company and subject to approval of invoice by Cluster Business Head of the Company.
5. Other than the aforesaid agreed fees Service Provider shall not claim or demand from Company any other payment of whatsoever nature.
6. The payment by Company of the invoice shall not be deemed as acceptance of the invoice and/or the Services and Company reserves the right to dispute the same at any time in the event of any discrepancy.
7. In the event, any invoice is disputed before the payment; Company shall return the same to Service Provider for correction along with the reasons of dispute. Service Provider shall, thereafter, send the corrected invoice to Company. Corrected invoice shall be paid in accordance with the payment term as above.
8. All payments to be made by the Company to the Service Provider shall be subject to withholding tax or such other statutory deductions as applicable. Goods and Services Tax (GST) and other applicable taxes will be payable on the above mentioned charges as per the Government directives or changes in the rules and regulations from time to time.
9. In case the Service Provider makes a default, in complying with GST provisions and the Company is denied the credit, by the GSTN system, then the Company shall recover an amount equivalent to loss of credit and consequential costs including interest / penalties, if any, from the Service Provider by deducting the appropriate amount from the payment payable under this Agreement or otherwise.



