

KULDEEP SINGH
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Rudrapur (U. S. Nagar)

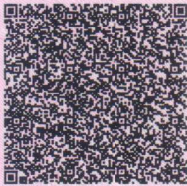


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INDIA NON JUDICIAL
Government of Uttarakhand

e-Stamp

Certificate No. : IN-UK70131262438983S
Certificate Issued Date : 27-May-2020 12:57 PM
Account Reference : NONACC (SV)/ uk1247804/ RUDRAPUR/ UK-UN
Unique Doc. Reference : SUBIN-UKUK124780443064533983331S
Purchased by : CHAUDHARY ENG TECH SERVICES INDIA PVT LTD
Description of Document : Article 5 Agreement or Memorandum of an agreement.
Property Description : NA
Consideration Price (Rs.) : 0
(Zero)
First Party : ENDURANCE TECHNOLOGIES LIMITED
Second Party : CHAUDHARY ENG TECH SERVICES INDIA PVT LTD
Stamp Duty Paid By : CHAUDHARY ENG TECH SERVICES INDIA PVT LTD
Stamp Duty Amount(Rs.) : 500
(Five Hundred only)



Please write or type below this line

AGREEMENT

This Agreement ("Agreement") entered into at Rudrapur, Uttarakhand this from 27th May 2020 between:-

ENDURANCE TECHNOLOGIES PRIVATE LIMITED a Company incorporated under the provisions of Companies Act, 1956 and having its registered office at **E-92, MIDC Industrial Area, Waluj, Aurangabad-431136, Maharashtra, India and plant at Plot No-3 & 7, Sector-10, IIE SIDCUL, Pant Nagar Rudrapur Uttarakhand 263153**

For Endurance Technologies Ltd.

Santosh D. Jaiswal
Authorised Signatory

SR 0010659934
For Chaudhary Engtech Services India Pvt. Ltd.

[Signature]
Authorised Signatory

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at www.shclsestamp.com. Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

(hereinafter referred to as "**Endurance**") which expression shall unless repugnant to the context include its successors and permitted assigns OF THE ONE PART

AND

M/s CHAUDHARY ENGTECH SERVICES INDIA PVT LTD (An Integrated Engineering, Industrial automation & Facility Management Services Company) registered under companies Act 1981 and having its Office Near **Gurudwara, Kanchantara Hotel Road, Avas Vikas Colony, Rudrapur (U.S. Nagar) Uttarakhand - 263153** herein after referred as "**SECOND PART**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) represented by its Concerned officer, Mr. Md Irshad.

WHEREAS **M/s CHAUDHARY ENGTECH SERVICES INDIA PVT LTD** has set up its off at Near Gurudwara, Kanchantara Hotel Road, Avas Vikas Colony, Rudrapur (U.S. Nagar) for providing the services related to Utilities, ETP.STP,DM Plant, Cooling Towers etc.

(Endurance and **M/s CHAUDHARY ENGTECH SERVICES INDIA PVT LTD** are hereinafter collectively referred to as the "Parties" and individually as the "Party"

WHEREAS

- a) Endurance is inter-alia engaged in the business of designing, engineering, manufacture and sale of automotive components and also providing professional services related to "Engineering Services & Prototype Parts & Tooling" of Automotive components for the Two, Three and Four Wheelers. At the addresses mentioned above and whereas during the said manufacturing process, different types of services are required such as Operation and maintenance of Utility equipment i.e. ETP/STP, Cooling Towers, DM Plants.

FIRST PART desires that utility services at its production unit mentioned above to be operated and maintained by utilizing the services of **SECOND PART** as a expert. The Scope is mutually agreed by the parties which are defined as below.

SCOPE

- 1) JH/PM activities of Utilities equipment (ETP/STP, Cooling Towers, DM Plants) and its sub equipment (panels, motors, pumps, Pipelines, valves, Dosing Pumps, tanks, filters, Settlers) as per TBM, CBM, and Frequency will be carried out in this scope and record will be maintained by the contractor up to date including hard and soft copy as per ETL requirements.
- 2) Overall Supervision of the equipment and reporting to Plant authority time to time.
- 3) De-scaling of Lines, yearly PM activities will be carried out at extra on chargeable basis.
- 4) For Yearly Cleaning activities of Utilities Equipment If extra Manpower is required that will be charged at extra cost.
- 5) Any modification for the process improvement if required will be charged at extra cost as per quotation and PO.

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For Chaudhary Engtech Services India Pvt. Ltd.

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Authorised Signatory

- 6) All chemicals, Consumables, Spares used in yearly pm will be charged extra on Actual as per quotation and PO.
- 7) All the effluent testing to be checked as per daily, weekly, monthly checklist.
- 8) All the Tools, tackles, Consumables, Chemicals, spares, PPE'S (except Safety Shoes & T Shirt) will be provided by ETL.
- 9) The Contractor shall deploy and utilize its own manpower.
- 10) The attendance copy will be submitted along with bill duly verified by In-charge.
- 11) The Operation Charges will be on lump sum amount on monthly basis.
- 12) All the parameters to be monitored as per ETL Guidance.
- 13) All the Work has to be carried out as per ETL Guidance.
- 14) If there is any discrepancy found during any round/audit there will be a penalty of Rs. 5000 per incidence.
- 15) All the records to be maintain as per ETL Guidance
- 16) Safety shoes & T Shirt to be distributed once in a year by the contractor & Record to be submitted to ETL A/C Department.
- 17) All the equipment's to be cleaned as per JH/PM schedule.
- 18) ESI & PF Challan to be submitted for the payment to our A/C Department If Challan not submitted then amount will be deducted.
- 19) The Contractor Employees who are not covered under ESI must have insurance Policy and same should be renewed time to time.
- 20) The payment of bills will be given on lump sum amount however attendance record to be attached with the bill.
- 21) There will be 8 hours duty of each operator, however if anyone is on leave the other operator can do 12 hrs. duty or maximum 16 hrs. by an operator.
- 22) The attendance will be monitored on Security gate & security will verify first after the shop in -charge will verify.
- 23) Service tax will be paid extra as per Govt. norms.
- 24) There will be common supervisor of all the 3 operations i.e. ETP, DM Plants and Cooling Towers.
- 25) There will be 11 Manpower on daily basis for all the services provided.

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- 26) The Contractor will raise single Bill for all activities on monthly basis i.e. ETP, DM Plants and Cooling Towers O&M.
- 27) The Contractor, will make all the necessary payments to its workforce deployed at the premises of the company including the wages, provident fund and ESI contributions.
- 28) The contractor will adhere to all the provisions of payment of Wages Act and minimum Wages act for its workforce and shall comply with the provisions of all the labour laws, factories acts and other applicable legislations and law of the land.
- 29) The contractor shall agree that its people will have no relation of what so ever in nature with the company and they shall not make any claims related to, any loss, continuity of employment, compensation, death, on the company during the validity of this work execution agreement or after the expiry of the same. The contractor shall also agree to indemnify the company against any such claims of the personnel of the contractor deployed at the premises of the company.
- 30) The contractor shall deploy and adhere to the use of all personal protective equipment by its personnel and shall ensure the compliance to the EHS Norms of the company by the people of contractor.
- 29 The contractor will ensure full-time and effective deployment of its manpower through- out.
- 30 The company shall not in any manner be responsible for any act of omission or commission by the contractor / contractor's work force / third party engaged by contractor to visit on behalf of contractor and as such no claim made by them will be entertained.
- 31 In case the company is obliged to discharge any such claim made by the contractor / contractor's work force / third party engaged by the contractor on his behalf, by virtue of any provision of law and rules, due to the mere fact of the contractor / contractor's work force / third party engaged by contractor shall be liable to indemnify / reimburse the company all the money paid in addition to the expenses incurred by him

2 DISCREPANCIES

- a. Any discrepancy in the scope of the Work will be brought to the attention of Endurance within the same day.
- b. A joint decision will be taken between both Parties regarding corrective actions to be implemented in the event of such discrepancies.

3 REPRESENTATIONS BY M/S CHAUDHARY ENGETECH SERVICES INDIA PVT LTD

Second part represents and warrants that:

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For Chaudhary Engtech Services India Pvt. Ltd.


Authorised Signatory

- (i) it is competent and have appropriate experience, facilities and personnel in order to perform the Work in accordance with the term and conditions set forth in this Agreement;
- (ii) it shall perform the Work in accordance with the obligations set forth in this Agreement:

5 FEES AND BILLING

- a. The fee for the services for operation and maintenance of utility equipment i.e. ETP/STP, Cooling Towers and DM Plants mutually agreed between the Parties as per annexure.
- b. After submitting related reports as per the Act/Rules requirement **M/S CHAUDHARY ENGTECH SERVICES INDIA PVT LTD** shall issue bill for the services and Endurance shall pay the full bill amount.
- c. Any dispute & discrepancies regarding invoice shall be brought to notice within 2 days from receipt of bill as the case may be.
- d. The payments will be paid after 7 days after receiving the hard copies of bills along with attendance record.

6 TERM AND TERMINATION

This Agreement shall be effective from 1st April 2020 to 31st March 2023. This Agreement can be renewed after checking scope of work based on services and depending upon the requirement of Endurance. The agreement can be terminated by giving a notice period of 30 days in written from both sides without any reason if not suited to any of the parties.

7 INDEPENDENT PARTIES

This Agreement shall not be deemed to constitute an agency, a partnership or a joint venture between the Parties and neither Party shall hold itself as the agent of the other except as expressly provided in this Agreement

8 CONFIDENTIALITY

M/S CHAUDHARY ENGTECH SERVICES INDIA PVT LTD including its employees, representatives, and/or sub-contractor, if any, while dealing with Endurance, may have access and occasion to acquire confidential know-how, including but not limited to drawings, specifications, technical data, papers, literature and other trade secrets of Endurance (hereinafter referred to as "Propriety Information"). **M/S CHAUDHARY ENGTECH SERVICES INDIA PVT LTD** undertakes not to

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for Chaudhary Engtech Services India Pvt. Ltd.

[Signature]
Authorised Signatory

disclose or communicate such Proprietary Information acquired either in the form of prints/hard copies line, computer software or any verbal discussions, in any manner, to any third party including any other manufacturer engaged in a similar business to Endurance. M/S CHAUDHARY ENGTECH SERVICES INDIA PVT LTD further undertakes to take the responsibility of ensuring that its employees, representatives and/or sub-contractor, if any, breach their obligations as hereinabove, then Endurance shall be at liberty to take appropriate action against M/S CHAUDHARY ENGTECH SERVICES INDIA PVT LTD, its employees, representatives and/or sub-contractor, if any, in law as Endurance may be advised, including compensation for any and all losses, damages M/S CHAUDHARY ENGTECH SERVICES INDIA PVT LTD and expenses incurred by Endurance, as a result of such breach.

9 MODIFICATION

This Agreement shall not be modified except by a written instrument executed by duly authorised legal representatives of the Parties hereto.

10 NOTICE

Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile at the herein above mentioned address.

11 WAIVER

No failure or delay on the part of any Party to exercise any rights or remedy under this Agreement shall be construed or operated as a waiver thereof nor shall any single or partial exercise of any rights or remedy be construed as such.

12 SEVERANCE

In the event that any provisions in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement. The Parties shall use their reasonable efforts to agree upon a new provision, which shall as nearly as possible have the same practical effect as the, ineffective provisions.

13 ENTIRE AGREEMENT

This Agreement and any schedules hereto, constitutes the entire Agreement and understanding of the Parties relating to the subject matter hereof and supersedes any and all other previous agreements, arrangements and/or understandings (whether written or oral) between the Parties.

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For Chaudhary Engtech Services India Pvt. Ltd.
[Signature]
Authorised Signatory

14 GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

This Agreement will be governed in all respects by the laws of India. All disputes, divergence or differences that may arise under or in relation to this agreement which cannot be settled amicably through consultation between representatives of both the parties within 30 days of such dispute, divergence or differences, shall be submitted to arbitration under Arbitration and Conciliation Act, 1996. There shall be one or more arbitrators appointed in accordance with the said law. The language of the arbitration shall be English. The award rendered by the arbitrator(s) shall be final and binding upon both parties concerned and their legal successors. The courts of Rudrapur alone, to the exclusion of any other, shall have the jurisdiction. Pending resolution of a dispute, the non-defaulting party shall have the right to obtain injunctive relief from an appropriate forum.

For **ENDURANCE TECHNOLOGIES LTD.** For **M/S CHAUDHARY ENGTECH SERVICES**

For Endurance Technologies Ltd.

Sandeep Aggarwal
Authorised Signatory

INDIA PVT LTD

for Chaudhary Engtech Services India Pvt. Ltd.

Md Irshad
Authorised Signatory

Signature: _____

Name : **Sandeep Aggarwal**

Designation: Plant Head

Date : _____

Place:

Witness:-

1.

2.

Name : **Md Irshad**

Designation: Partner

Date : _____

Place:

Witness:-

for Chaudhary Engtech Services India Pvt. Ltd.

Md Irshad
Authorised Signatory

ANNEXURE A

Operational Service Charges for ETP, STP, DM Plant & Cooling Towers Operation :

Operational Service Charges for ETP, STP & Cooling Tower Operation :				
Description	New Approved Rate w.e.f. 1st April 2020			
	Unskilled (Helper)	OPERATOR & FITTER FOR ETP & COOLING TOWER	SUPERVISOR	CHEMIST
Monthly Components				
Basic Salary	9366	15000	15000	15000
HRA	0	1910	5110	6000
Transport Allowance	0	0	0	1600
Washing Allowance	0	500	500	500
Special Allowance	0	0	0	3463
Gross Amount (A)	9366	17410	20610	26563
PF 13 of basic	1218	1950	1950	1950
ESIC @3.25% of (monthly Gross -Washing Allowance)	304	550	654	847
Monthly EPF & ESIC Employer's Contribution (B)	1522	2500	2604	2797
Sub Total (C) (A+B)	10888	19910	23214	29360
Monthly Charges of contractor @ 08% (E) (on Gross Amount - A)	749	1393	1649	2125
Total CTC Per Month (C + E)	11637	21303	24863	31485
Total Approved Manpower Plot No - 3 & 7	2	7	1	1
Total Monthly Charges	228743			

❖ **Note:** Shoes and Uniform to be provided by the Contractor, as it is included in service Charge.

For Endurance Technologies Ltd.

For Chaudhary Engtech Services India Pvt. Ltd

For Endurance Technologies Ltd.

or Chaudhary Engtech Services India Pvt. Ltd.

Sandeep Aggarwal
Authorised Signatory

Jyoti
Authorised Signatory

Sandeep Aggarwal

Authorised Signatory

Plant Head – ETL Pantnagar