



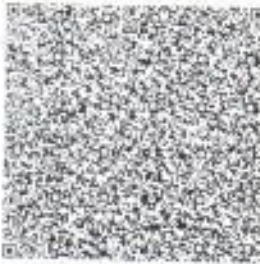
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL93333457878436Q
Certificate Issued Date	: 20-Oct-2018 03:34 PM
Account Reference	: IMPACC (IV)/ dl818003/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL81800391432906160118Q
Purchased by	: MODERN CONVENT SCHOOL SEC 4 DWARKA N D 78
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: MODERN CONVENT SCHOOL SEC 4 DWARKA N D 78
Second Party	: ARYA FACILITIES PVT LTD
Stamp Duty Paid By	: MODERN CONVENT SCHOOL SEC 4 DWARKA N D 78
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



.....Please write or type below this line.....

SERVICE PROVIDER AGREEMENT

AGREEMENT made at Delhi on this 26th day of October 2018.

BETWEEN

MODERN CONVENT SCHOOL, situated at Sector- 4 , Dwarka, Delhi- 110078 through its Chairman Shri Jitender Mann, FIRST PARTY hereinafter referred as 'SCHOOL', which expression shall, unless repugnant to the context or meaning thereof deemed to include its successors in interest, assignees, representatives, executors and administrators etc. of the FIRST PARTY

MODERN CONVENT SCHOOL

Jitender Mann

CHAIRMAN

Notary Public

For the purpose of this e-stamp, the certificate should be verified at www.echostamp.com. Any discrepancy in the details on this Certificate and as appearing the signature is on the stamp of the Notary Public. The Notary Public is a member of the Commission of Notaries.



AND

M/S ARYA FACILITIES PVT. LTD., under the companies Act, 1956 having its registered office at B- 3/20, DLF PHASE- 01, Gurgaon-22002 through its Director Shri Shailesh Yadav, SECOND PARTY hereinafter referred as 'Service Provider', which expression shall, unless repugnant to the context or meaning thereof deemed to include its successors in interest, assignees, representatives, executors and administrators etc. of the SECOND PARTY.

WHEREAS the MODERN CONVENT SCHOOL is a senior secondary School recognized by the Directorate of Education, Government of N.C.T of Delhi and requires workers/workmen in different categories viz. Bus helpers, Ayas, Mali, Driver etc. and has approached the Service Provider for necessary requirement of such workers/workmen.

WHEREAS the Service Provider is inter alia engaged and is experienced in the business of providing various facility services, supplying manpower in different categories and has offered to supply such number of workers/workmen as required by the 'School' from time to time to carry out the activities in relation to the school on the terms and conditions mentioned hereinafter:

PART - I

- 1-1 Provider shall provide Facility Services on demand of the client school at the above-mentioned premises of the client with effect from 1st Nov 2018.
- 1-2 The client shall pay for the services rendered by Provider under this agreement indicated in Annexure I. The amount would however vary, if the number of personnel are increased or decreased as required by the client.
- 1-3 Provider shall raise an invoice for the contracted amount and the same shall be paid by the client by the seventh of the following month with deduction such as absentee and the standard TDS for the period of the deployed workmen and accruable TDS.

PART II: OBLIGATIONS OF ARYA FACILITIES PVT. LTD

- 2-1 Provider will provide uniformed personnel and use its best endeavor to provide services as contracted in this agreement and all such personnel provided by the Provider will be employees of the Provider and at no point of time, will they become the employees of the Client.

MODERN CONVENT SCHOOL



CHAIRMAN



- 4-Valid Driving License/Badge in case of Driver.
- 5-Valid conductor License in case of bus helper.
- 6- Copy of Aadhar Card.
- 7- Copy of Pan Number.
- 8-Police clearance certificate.
- 10- Agency's identity card.
- 11-Minimum 3 Years Driver experience in case of bus Driver.
- 12-If PCC pending report is submitted at time of joining a period of maximum 15 days will be given to submit the PCC.

PART IV: CONFIDENTIALITY

Provider will endeavor that its staff shall not at any time, without the consent of the Client in writing, divulge or make known any trust, accounts, matter or transaction undertaken or handled by the Client and shall not disclose to any person information relating to the affairs of the Client. This clause does not apply to information, which is or becomes public knowledge.

PART V: PAYMENT

Payment by the Client for the services provided hereunder shall be a fundamental obligation under the agreement. Any default of payment including any single default of any installment shall entitle Provider to suspend or terminate this agreement and charge 2% interest on the total outstanding.

PART VI: FORCE MAJEURE

The obligations of the Client and Provider will be suspended when either party is subject to Force Majeure, which can be termed as civil disturbance, riots, strikes, storm, tempest, acts of God, emergency state etc.

PART VII: VARIATION

The charges mentioned in the schedule attached are fixed and any change in Government taxation policy will not be binding on the client till the end of this agreement.

MODERN CONVENT SCHOOL



Guram
CHAIRMAN

- 2-2 The personnel provided by the Service Provider will be employees/workmen of the Services Provider and all statutory liabilities will be paid by the Service Provider. The provider shall be liable for all acts of services and the personnel provided by it.
- 2-3 Drivers should meet the mandatory requirement as stipulated in Oder date 16.12.1997 of Hon'ble Supreme Court of India in Writ petition (C) No. 13029 in the matter of M.C.Mehta vs Union of India and other:
- (a) Drivers should have minimum three years of experience of driving heavy vehicles.
 - (b) Driver has not been challaned more than twice in a year in respect of offences of jumping red lights, improper or obstructive parking, violating the rule or obstructive parking, violating the stop line, violating the rule requiring driving within the bus lane, violating restricting the overtaking, allowing unauthorized person to drive.
 - (c) Driver has not been challaned/charged even once for the offence of over-speeding, drunken-driving and driving dangerously or for the offences under 279,337,338 and 304-A of the Indian Penal Code.
- 2-4 Provider will cover its employees for personal accident and death during the course of their work and deployment at the school of the First Party.
- 2-5 Provider's employees/workmen will not accept any gratuity or reward in any shape or form from the client (herein, the First Party).
- 2-6 That Provider personnel shall endeavor to do their best to perform all such services as per the directions enumerated herein and in accordance with such directions, which the client may from time to time issue and which have been mutually agreed upon between the two parties.
- 2-7 The client shall have the right to have any person removed that is considered to be undesirable or otherwise and similarly Provider reserves the right to change the person with prior intimation to the Client, Emergencies exempted.
- 2-8 Provider shall provide adequately trained personnel. They shall be of high discipline and good character.

MODERN CONVENT SCHOOL



CHAIRMAN



- 2-9 Provider will ensure that all personnel deputed are not suffering from any disease.
- 2-10 Provider will ensure that no employee of it would try and create a master servant relationship with the client.

PART III: CLIENT'S OBLIGATIONS

- 3-1 To pay for the services stipulated in the contract at the agreed price and time, provided the Provider submit the bill along with the relevant documents by 1st of the succeeding month, the client will pay the bill by 7th of that month.
- 3-2 To pay separately for any additional services required by the Client that is over and above the ones contained in this contract.
- 3-3 The services stipulated in this contract are for the exclusive use of the Client and are not to be subcontracted or used by a Third Party without prior written consent of Provider.
- 3-4 The personnel employed on this contract will only carry out the functions stipulated in this contract. Any change or alteration should have prior written consent of the Provider.
- 3-5 To immediately inform Provider of any changes that could affect the service being provided.
- 3-6 The deployed personal from the service provider will be on the payroll of Arya Facilities Pvt. Ltd. and principle employer can not hire anyone who is on the payroll of service provider atleast for three month after resigning from the Arya Facilities Pvt. Ltd. And also client cannot award any of the work to them who is working with service provider till 3 months of his/her resignation from the service provider.
- 3-7 Following documents are required at the time of joining the school by any employee from the agency.

1-Deployment Order/ Letter.

2-Biodata of employee.

3- Proof of educational Qualification.

MODERN CONVENT SCHOOL



CHAIRMAN



PART VIII: DURATION

- 1) This contract is enforced w.e.f. 1st day November 2018 with mutual consent of both the parties and is valid for a specific period of THREE YEAR only i.e from 1st November 2018 to 31st October 2021 & will automatically expire on 31st October 2021. However, it can be further extended with the mutual consent5 of the parties.
- 2) During the course of contract in the event of serious breach of this agreement or repeated neglect of its duty by Provider which Provider fails to remedy within three month of having received written notice of the failure, the client can terminate this agreement by issuing one months' notice in writing.

PART X: SETTLEMENT OF DISPUTE

Any disputes and differences arising in relation to this contract including interpretation of its terms are subject to jurisdiction of the Courts in New Delhi and will be resolved through joint discussion of the Chief Executives of the concerned parties. However, if the parties do not resolve the disputes, the matter will be referred for adjudication to the arbitration of a person appointed by the parties with mutual consent or in accordance with Indian laws. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act- 1996. The decision of the arbitrator shall be final and binding on the parties.

In witness whereof the parties here to have at MODERN CONVENT SCHOOL affixed their signatures on this day of 01st November 2018.

Signed on behalf of

ARYA FACILITIES PVT LTD

For ARYA FACILITIES PVT. LTD.



Authorised Signatory

Witnesses:

ARUN SHARMA

Arun Sharma

Signed on behalf of

MODERN CONVENT SCHOOL

MODERN CONVENT SCHOOL



CHAIRMAN

Witnesses:



(VINAY KAURHIK)



सत्यमेव जयते

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Government of National Capital Territory of Delhi

₹100

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Certificate No.

: IN-DL26809717644539V

Certificate Issued Date

: 27-Jun-2023 03:38 PM

Account Reference

: SELFPRINT (PU)/ dl-self/ NEHRU/ DL-DLH

Unique Doc. Reference

: SUBIN-DL DL-SELF22999343172031V

Purchased by

: SECOND PARTY

Description of Document

: Article 5 General Agreement

Property Description

: NOT APPLICABLE

Consideration Price (Rs.)

: 0
(Zero)

First Party

: MODERN CONVENT SCHOOL

Second Party

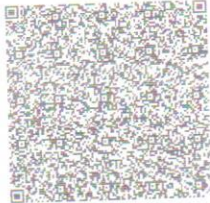
: CS5 SECURE SOLUTIONS PRIVATE LIMITED

Stamp Duty Paid By

: CS5 SECURE SOLUTIONS PRIVATE LIMITED

Stamp Duty Amount(Rs.)

: 100
(One Hundred only)



SELF PRINTED CERTIFICATE TO BE
VERIFIED BY THE RECIPIENT AT
WWW.SHCILESTAMP.COM

IN-DL26809717644539V

Please write or type below this line

For CS5 Secure Solutions Pvt. Ltd.

[Signature]

Director



[Signature]

PRINCIPAL
MODERN CONVENT SCHOOL
SECTOR-4, DWARKA, N. DELHI-78

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App 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.

CONTRACT ID NO IN-DL26809717644539V

CONTRACT(RENEWAL)FOR GUARDING SERVICES / FACILITY SERVICES

Between

Modern Convent School

Sector 4, Dwarka,
New Delhi-110078

(Hereinafter referred to as The "Modern Convent School")

And

CS5 Secure Solutions Pvt. Ltd.

having its Registered Office at
Plot No.39, Block – B, Indra Park,
Najafgarh, New Delhi – 110043

(Hereinafter referred to as "CS5")

The expression CS5 and Client shall unless and otherwise repugnant to the context or meaning thereof shall be deemed to include their affiliates, administrators, successors and legal assigns.

Both Parties agree that the terms and conditions mentioned herein and those printed along with the Schedules shall form part of this Agreement and shall have the same force and effect, as if set out in the body of this Agreement.

In witness whereof the parties hereto have at NEW DELHI affixed their signatures on this. 1ST day of July. 2023.

Signed on behalf of CS5

Signed on behalf of Modern Convent School

Signature:

Signature :

Name :

Name :

Position:

Position :

Tel.

Tel.

For CS5 Secure Solutions Pvt. Ltd.



[Handwritten Signature]
Director

[Handwritten Signature]
PRINCIPAL
MODERN CONVENT SCHOOL
SECTOR-4, DWARKA, N. DELHI-78

Terms and Conditions**PART 1 GENERAL**

1. The Client has entered into this Agreement with CS5 for Guarding Services / Facility Services on the terms and conditions, as detailed herein and in the Schedules attached herewith. This Agreement has been signed by Mr. Mahavir Singh (Director) on behalf of CS5.
2. CS5 shall provide the Guarding Services / Facility Services as more particularly set out in Schedule II (the "Guarding Services / Facility Services") at the premises and locations of the Client, specified in Schedule I (the "Premises"), as per the Assignment Instructions (Schedule II) with effect from the Start Date (as defined in Schedule II) for the Contractual Period.
3. In consideration of the provision of the Guarding Services / Facility Services by CS5 in accordance with the terms and conditions of this Agreement, the Client agrees to pay to CS5 the charges set out in Schedule I (the "Charges"). The charges as specified in Schedule – I shall be exclusive of any service tax, education cess, secondary and higher education Cess or any other applicable taxes as may be levied by the Government from time-to-time and the same shall be charged in addition to the applicable rate.
4. CS5 shall raise an invoice for the Guarding Services / Facility Services rendered on **3rd day of every month** and the same shall be paid by the Client without deduction in accordance with the payment terms set out in Part VI (Payment Terms) of this Agreement.

PART II OBLIGATIONS OF CS5

5. CS5 shall prepare in writing, in conjunction with the Client, the Schedule II Assignment Instructions for the Client's Premises listed in Schedule I. Such Assignment Instructions shall be mutually agreed to in writing by both parties in advance of the Start Date of the provision of the Guarding Services / Facility Services. Authorised representatives of both parties, prior to implementation thereof, shall mutually agree to any future amendment to such Assignment Instructions in writing. The Assignment Instructions (Schedule II) as mutually agreed between the Parties and as amended from time to time during the Contractual Period shall always form part of this Contract.
6. CS5 will provide the security personnel as per Schedule I for the performance of the Guarding Services / Facility Services hereunder in accordance with the Assignment Instructions (Schedule II). The security personnel deployed shall be employees of CS5 who are duly qualified and licensed to provide the Guarding Services / Facility Services and CS5 will bear and be responsible for all statutory liabilities such as PF, ESI etc. in respect of such employees of CS5. CS5 shall maintain, and provide to the Client for inspection upon the Client's request, complete employee records on such security personnel, including without limitation, records of their personal information, qualifications and licences.
7. The Client may, from time to time, require CS5 to submit all pre-employment screening records including the screening confirmation, employment history, copy of necessary registrations and certificates and bio-data for review and record. CS5 shall also, upon request from the Client, immediately carry out further background and security checks on the security personnel and shall submit the results of such checks to the Client.
8. The Client shall have the right to require CS5 to remove any security personnel or other employees of CS5 that the Client reasonably considers to be undesirable or otherwise and similarly, CS5 reserves the right to replace the security officer with prior written notice of no less than seven days to the Client, emergencies exempted.
9. CS5 will insure its security personnel engaged in the performance of the Guarding Services / Facility Services against personal injury and death whilst performing their duties under this Agreement and all applicable laws and regulations.
10. CS5 will use reasonable skill and care in the provision of the Guarding Services / Facility Services in accordance with good industry practice. CS5 will provide proper and adequate supervision to ensure that the Guarding Services / Facility Services are performed in accordance with the Assignment Instructions and the terms and conditions of this Agreement.
11. During the Contractual Period, CS5 may proportionally increase the Charges for providing the Guarding Services / Facility Services by giving one month's prior notice (a) at any time after the completion of the first three (03) years of the Contractual Period, or (b) if and to the extent that CS5's costs of providing the Guarding Services / Facility Services are increased for any reason whatsoever, including, without limitation, as a result of inflation, increase in minimum wage, or increase in costs due to changes in wage structure or any changes in law etc. after the Start Date. However, the final increase/hike in charges shall Only be with the expressed acceptance of the client..
12. In the event that CS5 gives the notice as described in clause 11 above, the Client may, within one month from the date of service of such notice, either negotiate an agreeable increase or give CS5 a one month's notice to terminate this Contract. During the period of such notice of termination, the proposed increase in the Charges shall not apply.
13. CS5 shall not and shall ensure that none of its employees use any Intellectual Property of the Client without the prior written consent of the Client.

For CS5 Secure Solutions Pvt. Ltd.



Mahavir Singh
Director

[Signature]
PRINCIPAL
MODERN CONVENT SCHOOL
SECTOR-4, DWARKA, N. DELHI-78

14. CS5 shall provide the Guarding Service Employee within 24 hours on demand of the client on account of additional demand or replacement on an employee, failing which the amount equal to the two days salary of the employee, shall be deducted from the payments to be made to CS5 by the client.
15. If there is any serious complaint regarding Facility Service Employee we shall replace the employee next day, but CS5 Shall Provide the Facility Service Employee within a Week on demand of the client on account of additional demand of an employee, failing which the amount equal to the two days salary of the employee, shall be deducted from the payments to be made to CS5 by the client.
16. CS5 shall replace the employee within 24 hours on request of the client, assuring with an immediate action on employee will be taken as well we will replace the employee next day.

PART III LIABILITY OF CS5

17. Subject to the Limit of Liability, CS5 shall indemnify and hold harmless the Client and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by CS5 or any of its employees engaged in the provision of the Guarding Services / Facility Services to the Client.
18. CS5 shall not be liable in any way whatsoever and the Client hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:
 - 18.1. resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks;
 - 18.2. consisting of, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to an act or the negligence or default of CS5's security personnel.
19. CS5 will not be liable in any way whatsoever and the Client hereby expressly waives any right to any loss, injury, damage, cost or expense:
 - 19.1. resulting from theft/loss (other than by CS5's security personnel) of any moveable goods such as Keys, Laptop Computers, Mobile Phones, CD Rom's, Hard Disks, Organisers or any other similar goods which are not specifically handed over to CS5 in writing as part of the Assignment Instructions (Schedule I).
 - 19.2. Resulting from events caused by the acts of the Client, its employees or agents.
 - 19.3. Howsoever caused, which is not caused as a direct result of any wrongful act, negligence or breach of contract by or on behalf of CS5 in connection with the provision of the Guarding Services / Facility Services.
20. Without prejudice to above mentioned clauses and notwithstanding any other provision contained herein, CS5's total liability to pay damages in respect of any direct, verifiable loss or damage suffered by the Client or any third party as a direct result of any breach of contract, wrongful act or negligence by or on behalf of CS5 in connection with the provision of the Guarding Services / Facility Services shall in no circumstances exceed the Limit of Liability, which shall mean the amount equivalent to one month's Charges for the Guarding Services / Facility Services per incident or series of incidents arising out of the same event and in aggregate for all claims in any year of the Agreement. The Client will indemnify and keep indemnified CS5, its directors and employees against any liabilities, losses, expenses or other costs, CS5 may incur in connection with any claims or enforcements against CS5 by any third party, that would (a) cause the Limit of Liability to be exceeded or (b) fall outside the scope of CS5's liability as set forth in this Agreement.
21. CS5, its servants or agents, shall not be liable to the Client in any circumstances or to any extent whatever in respect of any loss or damage suffered by the Client unless: (i) written notice of the breach of contract, negligence or wrongful act on the part of CS5 alleged to have resulted in the loss or damage is received by CS5 within seven (7) days of its occurrence, and (ii) any claim or legal proceedings by the Client against CS5 arising hereunder in respect of any loss, damage or injury, is brought by the Client to the notice of CS5, within four weeks from the date thereof.
22. CS5's liability under this Agreement is subject to the Client being up-to-date with its payments in accordance with Part VI of this Agreement. In the event the Client is in material breach of any of its obligations under Part VI, CS5 shall not be liable under this Agreement for any loss or damage howsoever caused, except for death or personal injury caused by its gross negligence or wilful misconduct or loss or damage caused as a direct result of any wrongful act.

For CS5 Secure Solutions Pvt. Ltd.



[Signature]

Director

[Signature]
PRINCIPAL
MODERN CONVENT SCHOOL
SECTOR-4, DWARKA, N. DELHI-78

23. The Client will indemnify and keep indemnified CS5, its directors and employees against any liabilities, losses, expenses or other costs, CS5 may incur in connection with any claims or enforcements against CS5 by any third party, as a result of any breach by the Client of its obligations under this Agreement, or negligence or wrongful act by the Client.
24. Notwithstanding any other provision contained herein, neither CS5 nor the Client will be liable for any indirect, consequential, special or punitive loss or damages.
25. The remedies available to the Client and third parties and the liability CS5 accepts under this Agreement are, to the extent permissible by law, the only remedies of the Client and the absolute limit of CS5's liability arising under, out of or in connection with this Agreement. All other liability is expressly excluded.

PART IV CLIENT'S OBLIGATIONS

26. No employee of CS5 will be contracted or employed by the Client within a period of 6 months after such employee ceases to be employed by CS5 (each a "Restricted Employee"). The Client may recruit an employee of CS5 only after a clear gap of six months from the date of his ceasing to be employed by CS5. If the Client breaches this clause, the Client agrees to pay to CS5 twelve months salary for each and every such Restricted Employee recruited by the Client.
27. The Guarding Services / Facility Services to be provided by CS5 under this Agreement are for the exclusive use of the Client at the Premises and cannot be subcontracted to or used by third party or transferred to another premises without prior written consent of CS5.
28. Except as expressly otherwise provided, the Client will take all actions required to be taken by the Client under applicable law to avoid any damage, loss or injury to CS5's security personnel and equipment at the Premises and will, at its own expense, provide in a timely manner all equipment and facilities at the Premises as reasonably required by CS5 to enable its employees to carry out the Guarding Services / Facility Services. Such equipment and facilities shall include, without limitation, security officer/s office, adequate heating/air conditioning, lighting, power, toilet facilities and telephone, office table, chair, drinking water, office stationery, files, ledgers, registers etc.
29. The Client shall comply with and fulfil all reasonable instructions and security recommendations (if any) made in writing by CS5 in connection with the performance of the Guarding Services / Facility Services.
30. The Client shall provide on a timely basis all information and materials reasonably required to enable CS5 to provide the Guarding Services / Facility Services. CS5 will rely on, and will not independently verify, the accuracy and completeness of any information supplied by the Client. The Client shall be responsible for informing CS5 of any changes to the information originally presented to it.
31. To enable CS5 to provide the Guarding Services / Facility Services, the Client will ensure that its employees are available, during the Client's ordinary business hours, to provide such assistance, as CS5 reasonably requires and that CS5 is given reasonable access to the members of the Client's staff as specified in Schedule II Assignment Instructions. If any of the Client's staff fails or is unable to perform as required, the Client will make suitable additional or alternative staff available.
32. The Client acknowledges that in the event of a failure or inability of CS5 to provide the Guarding Services / Facility Services where such failure or inability is directly attributable to any failure by the Client to comply with its obligations under this Contract, then CS5 shall not be liable for any resulting loss to the Client.

PART V CONFIDENTIALITY

33. Each of CS5 and the Client shall not, and shall procure that its employees and agents shall not, disclose, divulge and / or disseminate to any third party, any Confidential Information of the other party (including, without limitation, the Assignment Instructions, Schedules and other subsequent Agreements). This obligation will not apply to information, which is or becomes public knowledge through no fault of the parties or was already known to or becomes known to the receiving party without any obligation of confidentiality, as well as information, which the parties might be required to disclose under applicable law or by order of competent judicial or governmental authority.

PART VI PAYMENT TERMS

34. The Client shall pay CS5's invoices as per the Charges specified in Schedule I, within 7 working days after the date of receipt of the invoice by the Client. Any objection by the Client to any such invoice raised by CS5 should be made within 5 working days from the date of receipt of the invoice.
35. Payment by the Client for the Guarding Services / Facility Services provided hereunder shall be a fundamental obligation under this Agreement. Any default of payment beyond 7 days (unless the subject of a notified bona fide dispute), shall entitle CS5 (at its discretion) to suspend or terminate this Agreement. The Client shall make the payment either by Account Payee Cheque, by Demand Draft or Bank Transfer to the bank account of CS5 as may be notified by CS5 to the Client.

For CS5 Secure Solutions Pvt. Ltd.



[Signature]
Director

[Signature]
PRINCIPAL
MODERN CONVENT SCHOOL
SECTOR-4, DWARKA, N. DELHI-78

36. In the event that any of the payments due to CS5 pursuant to this Contract are overdue (unless the subject of a notified bona fide dispute) beyond 7 days, CS5 shall, in addition to its rights under clause 32, be entitled to claim interest on the outstanding amount at the rate of 2% per month as from the date the sum is due until the date payment is received.

PART VII FORCE MAJEURE

34. Neither party shall in any circumstances whatsoever be liable to the other party for any delay or failure to fulfil its obligations under this Agreement (other than the payment of money already due at the time) where any such delay or failure is caused in whole or in part by any Act of Terrorism, Biological or Chemical Contamination, Nuclear Risks, or to the extent that any such delay or failure arises from any other cause beyond its control, including, without limitation, fire, floods, acts of God, acts or regulations of any governmental or supranational authority, war, riots.
35. In the event of a strike or other industrial action at the Premises by the Client's or a third party's employees, unless otherwise agreed between CS5 and the Client, CS5's employees will not be required to carry out additional duties which do not relate to the security of the Premises or its contents, or perform any duties of a strike breaking nature.

PART VIII DURATION

36. Subject to Part X, this Contract will remain in force for the period of 3 years from the Start Date unless or until terminated by either party giving the other party not less than One (1) months' written notice at any time ("the Contractual Period"). Thereafter, the Contract will be automatically renewed for like terms unless or until terminated by either party giving the other party not less than One (1) month's written notice of termination at any time.

PART IX ADDITIONAL SERVICES

37. In addition to the payment referred to above, the Client shall pay for any additional services required by the Client, which are not specified in the *Schedule 1* attached. CS5 and the Client, prior to any such additional services being undertaken by CS5, shall agree the scope of all such additional services and the cost at which the same shall be provided in writing.
38. Such Additional Services shall be supplied on receipt of a signed instruction, signed by an authorised representative of the Client that shall form part of the Contract.
39. CS5 will raise invoices for any Additional Services monthly in arrears and the Client shall pay such invoices within 7 days after the date of receipt of such invoices. The provisions of Part VI shall apply to such invoices.

PART X TERMINATION

40. This Contract may be terminated forthwith by either party by giving written notice to the other if:
- 40.1. The other party is in material breach of its obligations under this Contract and, in case such breach is capable of being remedied, fails to remedy that breach within thirty days of receiving notice from the non-breaching party of such breach (such notice to specify that it is given under this Part);
- 40.2. The other party commits an act of bankruptcy or goes into liquidation other than for the purposes of reconstruction or amalgamation or suffers the appointment of a receiver or administrator of any of its property or income or makes any deed or arrangement with or composition for the benefit of any of its creditors.
41. This Contract may be terminated by either party without cause by giving the other party one (1) months prior written notice thereof.

PART XI GOVERNING LAWS AND SETTLEMENT OF DISPUTE

42. Any claims, dispute and or difference (including a dispute regarding the existence, validity or termination of this Agreement) arising out of, or relating to this contract including interpretation of its terms will be resolved through joint discussions of the authorised representatives of the parties. However, if any such claim, dispute or difference cannot be resolved through such joint discussions within thirty (30) days of the date of the notice then the matter shall be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the parties in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made there under including any modifications, amendments and future enactments thereto. The venue for the arbitration will be New Delhi. The decision of the arbitrator shall be final and binding on the parties.

For CS5 Secure Solutions Pvt. Ltd.



Director

[Signature]
PRINCIPAL
MODERN CONVENT SCHOOL
SECTOR-4, DWARKA, N. DELHI-78

43. This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts at Delhi.

PART XII GENERAL

44. In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule.

"Agreement"	The words "Agreement" and "Contract" have been used interchangeably and mean this agreement along with its schedules.
'Act of Terrorism'	shall mean and refer to any act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.
'Biological or Chemical Contamination'	shall mean contamination, poisoning, or prevention and/or limitation of use of objects due to the effects of biological or chemical substances.
'Computer Virus'	shall mean and refer to a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to "Trojan Horses", "worms" and "time or logic bombs".
'Confidential Information'	shall mean all or any information of a confidential nature (whether or not recorded in documentary form or on computer disk or tape or otherwise recorded or retained) and whether or not such information is expressly stated to be confidential which is obtained and/or received during the tenure of this Contract and relates directly to the business and/or assets of Client or CS5.
'Electronic Data'	Shall mean and refer to facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes computer programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.
'Intellectual Property'	shall mean any patent, copyright, registered design, manufacturing know-how or other industrial or intellectual property right whether registered or unregistered and includes applications for any of the foregoing.
'Limit of Liability'	shall mean the amount equivalent to one month's Charges for the Guarding Services / Facility Services, per incident or series of incidents arising out of the same event, and in the aggregate for all claims in any year of the Agreement.
'Nuclear Risks'	shall mean and refer to ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

45. If any provision of this Contract is held to be invalid or unenforceable in whole or in part, such provision shall be deemed not to form part of this Contract and the validity and enforceability of the remainder of this Contract will not be affected by any such invalidity or unenforceability.

46. This Contract forms the entire agreement between the Client and CS5 relating to the provision of the Guarding Services / Facility Services. It replaces and supersedes any previous proposals, correspondence, understandings or other communications whether written or oral in connection with the matters contained herein.

For CS5 Secure Solutions Pvt. Ltd.



[Signature]
Director

[Signature]
PRINCIPAL
MODERN CONVENT SCHOOL
SECTOR-4, DWARKA, N. DELHI-78

47. If, under this Contract, CS5 is required to supply any computer equipment, it shall be the responsibility of the Client to provide and license any anti-virus software where such equipment may be vulnerable to attack by a computer virus. The Client shall not hold CS5 liable for any interruption or damage caused by a computer virus.
48. No waiver, delay or failure by either party in enforcing any provision of this Agreement shall prejudice or restrict the rights of such party under this Contract, nor shall waiver by either party of any breach operate as a waiver of any subsequent breach. The rights, powers and remedies provided to each party in this Contract are in addition to, and do not exclude or limit, any right, power or remedy provided by law.
49. A person who or which is not a party to this Agreement shall not have any right to enforce any provision of this Agreement
50. This Contract will be deemed to be automatically binding on the Client if a duplicate signed by the Client is not received within 30 days of the date it was signed by CS5.
51. Any notice required to be given under this Contract shall be in writing and must be sent by prepaid ordinary post or registered post or by courier to the address of the recipient, or sent by fax to the fax number of the recipient which is specified herein below (or if the recipient has notified another address or fax number, then to that address or fax number):

CS5 Secure Solutions Pvt. Ltd.
 Plot No.39, Block – B, Indra Park
 Najafgarh, New Delhi – 110043
 New Delhi - 110043

Modern Convent School
 Sector 4, Dwarka,
 New Delhi-110078

In witness whereof the parties hereto have affixed their signatures on this day of 01st Day of July 2023

Signed on behalf of
CS5 Secure Solutions Pvt. Ltd.

Signed on behalf of
Modern Convent School

Name:

Name:

Designation:

Designation:

Signature: _____

Signature: _____

Date: _____

Date: _____

Company Seal

Company Seal

For CS5 Secure Solutions Pvt. Ltd.



[Handwritten Signature]
 Director

[Handwritten Signature]
 PRINCIPAL
 MODERN CONVENT SCHOOL
 SECTOR-4, DWARKA, N. DELHI-78



सत्यमेव जयते

GOVERNMENT OF NCT OF DELHI

**LICENCE TO ENGAGE IN THE BUSINESS OF
PRIVATE SECURITY AGENCY**

Serial No.: PSA/L/21/DL/2023/JUN/3/1180

MAHAVIR SINGH, Daughter/Son Of RAM SAHAY, R/o Plot No B-39, Indira Park, Najafgarh, New Delhi-110043, South West Delhi, Delhi, 110043 is granted the licence by the Controlling Officer for the UT of Nct Of Delhi to run the business of Private Security Agency 'CS5 Secure Solutions Private Limited' in the Entire UT with office at Plot No B-39, Indira Park, Najafgarh, New Delhi-110043, South West Delhi, Delhi-110043.

Place of Issue: NCT of Delhi

Date of Issue: 02/06/2023

This licence is valid from 02/06/2023 to 01/06/2028



Asha Chaudhary Malhotra

CONTROLLING AUTHORITY
NCT of Delhi
ASHA CHAUDHARY MALHOTRA

Addl. Secretary (Home)
Govt. of NCT of Delhi
5th Level, 'C' Wing, Room No:505, Delhi Sectt.,
I.P. Estate
New Delhi-110002

For CS5 Secure Solutions Pvt. Ltd.

M. Singh

Director



S. Singh
PRINCIPAL
MODERN CONVENT SCHOOL
SECTOR-4, DWARKA, N. DELHI-78