



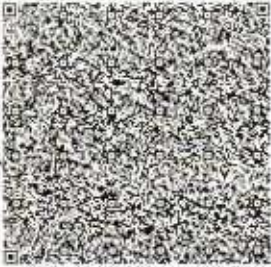
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INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL312742829708860
Certificate Issued Date : 22-Dec-2016 01:50 PM
Account Reference : IMPACC (IV)/ dl764003/ DELHI/ DL-DLH
Unique Doc. Reference : SUBJN-DL312742829708860
Purchased by : AR INDUSTRIAL MANAGEMENT SERVICES
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : AR INDUSTRIAL MANAGEMENT SERVICES
Second Party : Not Applicable
Stamp Duty Paid By : AR INDUSTRIAL MANAGEMENT SERVICES
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



AGREEMENT

.....This Agreement entered on ^{Please write in type below this line} 22nd December 2016, between Purple Panda Fashions Pvt Ltd (hereinafter referred to as the "CLIENT"), a limited company incorporated under the provisions of the Companies Act, 1956, and having its Registered Office 109B, Plot No-18, Rajendra Jain Tower, Wazirpur Complex, WPIA, New Delhi-110052.

And

M/s. AR Industrial Management Services (hereinafter referred to as the Manpower Service Provider), a partnership firm having its registered office at 208, Humayun Pur, Safdarjung Enclave, New Delhi-110029

For AR Industrial Management Services

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Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shclrestamp.com". Any discrepancy in the details on this Certificate and its available on the website renders it invalid.
2. The user is responsible for the legitimacy of the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

This Agreement shall inure to the benefit of manpower services, and shall be binding upon, the parties hereto and their respective successors and permitted assigns.

1. Scope of Work:

- a. The Client has approached Manpower Service Provider to provide qualified, competent, reliable and experienced Personnel to Client to perform the Assignments, as defined in Section 2 (Definitions and Interpretation).
- b. Manpower Service Provider has represented to the Client that it has the requisite resources and experience and is willing to provide such Personnel (as defined in Section 1 - Definitions and Interpretation) to the Client.
- c. In view of the above, the Client has agreed to engage Manpower Service Provider to provide Personnel on the terms and conditions hereinafter contained.

The parties understand and agree that this is a non-exclusive agreement, and Client reserves the right to undertake all work on its own behalf or through any third party.

2. Definitions and Interpretation

2.1. Definitions

Unless the provisions of this Agreement otherwise provide or the context otherwise requires, the following terms shall have the meanings set out below:

- a) **Agreement** will mean this manpower service agreement together with all of the Annexures to be signed by the Parties, as may be amended from time to time
- b) **Assignments** will mean providing manpower including Field executives, Ground Couriers, packers, housekeeping staff, Security Guard, to the Client on Pan India basis upon mutual Agreement and managing payroll and statutory compliance for all such manpower, where either party already has or plans to have presence in future
- c) **Business Day** will mean a day of the week on which commercial banks are open for business in New Delhi, India and also includes, the working day of the Client's office.
- d) **Personnel** means the individuals whose services are provided by Manpower Service Provider in pursuance of this Agreement
- e) **Term** means the time period during which this Agreement shall be binding on the parties and remain in force
- f) **Warrantor** has the meaning given to such expression in Section 3

2.2. Interpretation. In this Agreement;

- a. Heading and bold typeface are only for convenience and shall be ignored for the purpose of interpretation
- b. Unless the context of this Agreement otherwise requires:
 - i. words using the singular or plural number also include the plural or singular number, respectively;
 - ii. words of any gender are deemed to include the other genders;

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- iii. the terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement or specified Articles of this Agreement, as the case may be;
- iv. the term "Article" refers to the specified Article of this Agreement;
- v. reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented, re-enacted or replaced, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;
- vi. reference to the word "include" shall be construed to mean "including without limitation", "including (but not limited to)" or "including without prejudice to the foregoing"; and
- vii. the Schedules, Annexure and Exhibits hereto shall constitute an integral part of this Agreement amended time to time.
- viii. reference of offences punishable under the Indian Penal Code, 1860, shall have the meaning as under the Indian Penal Code, 1860
- ix. unless otherwise specified, whenever any payment to be made or action taken under this Agreement is required to be made or taken on a day other than a Business Day such payment will be made or action taken on the next Business Day

NOW, THEREFORE, for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

3. Representations and Warranties

Manpower Service Provider and each of its employees or agents (hereinafter collectively referred to as **Warrantors**) hereby represent and warrant to Client that:

- a. Manpower Service Provider undertakes that it shall provide manpower including Field executives, Ground Couriers, packers, housekeeping staff, Security Guard or any other staff as may be required to client from time to time, to the Client on Pan India basis upon mutual Agreement, where either party already has or plans to have presence in future.
- b. the assignments performed under this Agreement will be performed in a professional and workman and that Manpower Service Provider has the requisite skills and experience to perform the assignments set forth in this Agreement.
- c. Manpower Service Provider has the full power and authority to enter into, execute and deliver this Agreement and to perform the transactions contemplated hereby and that each Warrantor is duly incorporated or organized and existing under the laws of the jurisdiction of its incorporation or organization (where such Warrantor is not an individual) and that the execution and delivery by the Warrantors of this Agreement and the performance by the Warrantors of the transactions/ actions contemplated hereby have been duly authorized by all necessary corporate or other action of each Warrantor
- d. the execution, delivery and performance of this Agreement by each Warrantor and the consummation of the transactions contemplated hereby will not (i) violate any provision of the organizational or governance documents of the Warrantors (where such Warrantor is not an individual); (ii) require each Warrantor to obtain any consent, approval or action of, or make any filing with or give any notice to, any Governmental Authority or any other Person pursuant to any instrument, contract or other agreement to which each Warrantor is a party or by which each Warrantor is bound; (iii) conflict with or result in



any material breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both constitute) a default under, any instrument, contract or other agreement to which each Warrantor is a party or by which each Warrantor is bound; (iv) violate any order, judgement or decree against, or binding upon, the Warrantors or upon their respective securities, properties or businesses

- e. Manpower Service Provider undertakes that it is fully compliant with the provisions of all Labour Law including the Contract Labour (Regulation And Abolition) Act, 1970, the Employees Provident Funds And Miscellaneous Provisions Act, 1952, Employees' State Insurance Act, 1948, Workmen's Compensation Act, 1923, the Minimum Wages Act, 1948, The Payment Of Wages Act, 1936, Payment Of Bonus Act, 1965, Income Tax Act, 1956; and such other statutes, ordinances, rules and regulations as are applicable to the employment of Personnel and the assignments agreed to be provided pursuant to this Agreement and has obtained all necessary registrations, licenses, approvals, sanctions from PF,ESI, Contract Labour Act and under any other applicable laws, provided that any approvals and registration that are required to be taken by the Client due to the nature of its business shall be the responsibility of the Client
- f. Client undertakes that it shall not assign any work of hazardous nature (relating to health / safety) without providing adequate personal protection gear. The Client shall further comply with all applicable environmental and occupational health laws/ regulations of India and shall ensure that the health and welfare of the personnel are safeguarded
- g. By executing this Agreement and by agreeing to this Agreement, Manpower Service Provider acknowledges that it is fully informed as to the nature and location of the work, and the physical, climatic and other conditions prevailing at the worksites, and all other matters which may affect the work, the cost thereof or the time for performing the work. If Client requests that Manpower Service Provider performs assignments for which it is not fully informed with respect to any of these matters, Manpower Service Provider must notify Client in writing prior to acceptance

4. Compliances

- 4.1. Statutory Compliances: Manpower Service Provider shall ensure compliance of all statutory and otherwise requirements of country, state and/ or local administration bodies of the land, including but not limited to Employee State Insurance (ESI), Provident Fund (PF), Professional Tax, etc as applicable and provide proof of all such compliances to the Client on a periodic basis.
- 4.2. Proof of Compliances: Manpower Service Provider shall furnish, on a periodic basis, proof of compliance with those mentioned in clause 4 including but not limited to Contract Labour (Regulation And Abolition) Act, 1970, the Employees Provident Funds And Miscellaneous Provisions Act, 1952, Employees' State Insurance Act, 1948, Workmen's Compensation Act, 1923, the Minimum Wages Act, 1948, The Payment Of Wages Act, 1936, Payment Of Bonus Act, 1965, Income Tax Act, 1956; and such other statutes, ordinances, rules and regulations as are applicable to the employment of Personnel (e.g. provision of proof of PF payment/deposit, ESI payment/deposit etc.) at the level of individual employee in accordance with clause 3 of this Agreement.
- 4.3. Documentation: Manpower Service Provider is required to check original documents of the candidates at the time of joining. Xerox copies of valid ID and address proof (Present



- and Permanent) of all candidates to be in record Manpower Service Provider and to be promptly furnished on requirement of the Client.
- 4.4. **Fitness of Personnel:** Manpower Service Provider represents to Client that all Personnel provided to Client are competent and medically fit (so as to not jeopardize the health of the other workers) to perform duties as specified by Client and have all necessary documents required to perform these duties including but not limited to valid identity proofs, address proofs, proof of Indian citizenship, drivers' licenses and necessary automotive and third party insurances for any private vehicles used during discharge of duties.
- 4.5. **Police Verification and NOC:** Manpower Service Provider represents to the Client that all of the Personnel provided to Client have undergone Police verification and NOC from relevant Police Station will be furnished to the Client on request.
- 4.6. **Audit Rights:** Manpower Service Provider undertakes that it shall allow and assist the Client to inspect its branches. Such inspection shall be conducted by the Client at periodic intervals of 3 months. The Client may upon Notice of 15 days ask Manpower Service Provider to allow and assist the Client in conducting the inspection of its premises/branches. During such inspection, Manpower Service Provider will facilitate complete audit by providing Client proof of all relevant registrations, statutory payments, attendance registers and any other information that Client may deem relevant.
- 4.7. **Client Site visit:** The Manpower Service Provider shall visit the client site only post prior permission from the client.
- 4.8. **Attendance:** Client expects the Manpower Service Provider to ensure full attendance of the deployed personnel on all days and maintain records for the client's assistance.

5. Indemnity

- 5.1. The Manpower Service Provider agrees to hold at its own expense, indemnify, defend and hold harmless Client including their officers, directors and agents from and against any and all liability (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses, including attorney's fees and expenses) any other loss that may occur, arising from or relating to
- Any stealing, theft, cheating, quarrelling or misbehaving of the appointed Personnel.
 - Any mishappening, accident, injury occurred to the appointed Personnel whether on duty or off duty.
 - Client is entitled to deduct from the payment any amount paid by them in relation to the clause (a) and (b).

6. Payment Terms and other terms

- 6.1. Manpower Service Provider shall levy charges as per the details set out in Annexure A. Additionally, service tax (if applicable) shall be charged at the rate applicable on the invoice date
- 6.2. Manpower Service Provider will be responsible for payment of remuneration, deductions on account of taxes and payment of all statutory contributions and benefits applicable under the Indian law
- 6.3. Manpower Service Provider will be solely responsible for all the amounts payable to the Workman and Statutory / Government Authorities relating to the Contract Labour including employer contribution under all applicable laws and statutes



- 6.4. Manpower Service Provider shall have the discretion to vary the charges upon Notice of 30 days to the Client, if there is any new levy of tax by any Government Notification or Statutory Authority
- 6.5. After payment of all statutory dues (Provident Funds/ESI contribution and other statutory payments) by Manpower Service Provider relevant to the period of this Agreement for Personnel deployed at the Client locations, Manpower Service Provider shall furnish a copy of the proof of payment of all such dues to the Client for every employee separately no later than 20 days from the final date of payment of statutory dues as mandated by applicable laws.
- 6.6. Manpower Service Provider shall maintain a salary cycle from the first day of the month to the last day of the month. Client shall forward the attendance details to Manpower Service Provider by the 2nd of the following month and subsequently Manpower Service Provider shall raise an Invoice towards the same by the 3rd of the month, The Manpower Service Provider shall release the salaries to appointed personnel by 5th of every month. e , in case where 5th will be the public holiday, salary shall be transfer on any working day before 5th. All the salaries shall be paid in bank account of personnel, in case if any time Manpower Service Provider fails to transfer salaries in bank account within the said time, client has the right penalized Manpower Service Provider for such non-compliance or failure. Client shall be liable to pay whole amount of invoice within 30 days of submission of invoice.

Client shall make direct payments of fuel allowance, telephone allowance and incentives to Personnel with or without prior information to Manpower Service Provider. Such direct payments shall not attract Service Charges to Manpower Service Provider.

- 6.7. Any incentives, gifts, bonus etc. given by the Manpower Service Provider to personnel shall be pre-approved by the Client.
- 6.8. In case where Client decides to transfer any of Manpower Service Provider's personnel on its own pay roll basis good past performance, it may do so with prior intimation to the Manpower Service Provider.
- 6.9. The estimate date of termination of employment of contract labour is 31st March, 2021.

7. **Assignment Inspection and Maintenance**

- 7.1. Manpower Service Provider undertakes that an authorized personnel or officer of Manpower Service Provider will visit each of Client's branches wherein Manpower Service Provider has provided Personnel no less frequently than once in every 45 days. During this visit, the personnel or officer of Manpower Service Provider will be required to validate attendance registers of provided Personnel, presence of ESI card, confirmation of receipt of salary and PF in designated account for each Personnel and raise any grievances if raised, to Client's officers

8. **Termination**

- 8.1. Client may terminate this Agreement as follows:

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- a. Immediately upon written notice in response to reasonable regulatory or legal concerns
- b. At any time upon 30 days of written notice by the client.
- c. Immediately upon notice for cause as follows:
 - a) For failure to perform, if Client first gave Manpower Service Provider written notice of breach and an opportunity to cure in seven working days
 - b) Based on Client's reasonable belief that Manpower Service Provider has engaged in illegal, criminal or fraudulent conduct in connection with assignments performed or to be performed under this Agreement.
 - c) The failure to pay its Personnel providing assignments under this Agreement, a change in control which adversely affects the composition of the key members of the team performing assignments for Client, or liquidation or insolvency of Manpower Service Provider.

8.2. In the event of termination under section 9.1 above, during the termination notice period, Manpower Service Provider will continue to provide such Assignments as are reasonably required to effect an orderly transition of Assignments from Manpower Service Provider to Client or to a third party designated by Client, and Client will continue to pay Manpower Service Provider for the period between the notice of termination and the effective date of termination as if Manpower Service Provider were continuing to provide Assignments at the level it had been providing prior to Client's notice of termination

8.3. Manpower Service Provider may terminate this Agreement (i) upon Client's failure to pay undisputed invoices, provided that Manpower Service Provider has given Client written notice of such non-payment and an opportunity to cure in 30 (Thirty) days or (ii) At any time upon ninety (90) days of written notice.

9. Dispute Resolution

9.1. In the event of any dispute or difference regarding any provisions or the existence, validity or any other matter arising with reference to this Agreement, the aggrieved Party shall notify the other of the dispute by giving a written notice of the same and the Parties shall attempt to arrive at an amicable solution of the dispute within 30 (thirty) days thereof

9.2. In the event the Parties fail to arrive at an amicable solution within 30 (thirty) days from the notice, the matter shall be referred to arbitration by a sole arbitrator appointed in accordance with the Arbitration and Conciliation Act, 1996 by mutual consent of the Parties. The arbitration proceedings shall be held at New Delhi.

9.3. The Parties agree that the arbitrator shall also be entitled to make a decision as to the damages, if any, payable pursuant to his decision, as also to the apportionment of the costs in connection with such arbitration



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- 9.4. Both Parties acknowledge and agree that failure to participate in arbitration proceedings in any respect or failure in complying with any request or order of the Arbitrator shall not preclude the Arbitrator from passing an award
- 9.5. Subject to the foregoing, any disputes arising out of any provisions of this Agreement shall be subject to the exclusive jurisdiction of the courts of New Delhi

10. Governing Law

- 10.1. This Agreement shall be governed and construed in accordance with the laws of India, and any disputes therein shall fall within the jurisdiction of the Courts in New Delhi.

11. Force Majeure

- 11.1. In case of force majeure causing any party unable to partly or fully execute this Agreement, the prevented party will not be considered failing to observe the obligations of this Agreement, and will not bear the responsibility for the delay. Force majeure includes events such as war (whether the war is declared or not), emergency, server-breakdown caused by the transmission of a computer virus, hacker's attacks on the server, fire, earthquakes, flood, typhoon, snowstorm and any other natural disasters and other unforeseen events beyond the control of the parties.
- 11.2. Strike, labour dispute or accidents may not be qualified by Manpower Service Provider as force majeure causing Manpower Service Provider unable to partly or fully execute this Agreement

12. Confidentiality

- 12.1. As used in this Agreement, "**Confidential Information**" shall mean all confidential, proprietary or secret information, including without limitation systems, processes, specifications, techniques, programs, algorithms and other information or material owned, possessed or used by writing "Confidential" or "Proprietary", whether by letter or by the use of a proprietary stamp or legend, prior to the time any such Confidential Information is disclosed to the other party
- 12.2. In addition, information which (i) would be apparent to a reasonable person, familiar with the disclosing party's business and the industry in which it operates, that such information is of a confidential or proprietary nature the maintenance of which is important to the disclosing party or (ii) is orally or visually disclosed to the other party or either Manpower Service Provider or Client which is at any time so designated by such party in which is not designated in writing as confidential, proprietary or secret at the time of disclosure but within (5) five business days after such disclosure the disclosing party delivers to the receiving party a written document describing such Confidential Information and referencing the place and date of such disclosure and the names of the employees of the party to whom such disclosure was made, shall constitute Confidential Information

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- 12.3. This Agreement and all its terms and conditions shall be considered Confidential Information of each party and neither party shall disclose the Agreement or any of the terms and conditions without the consent of the other party
- 12.4. Manpower Service Provider agrees that they shall hold in trust any Confidential Information received by them, under this Agreement and the strictest of confidence shall be maintained in respect of such Confidential Information. Manpower Service Provider also agrees
- a. To maintain and use the Confidential information only for the purposes of this Agreement and only as permitted herein
 - b. To only make copies as specifically authorized by the prior written consent of the Client and with the same confidential or proprietary notices as may be printed or displayed on the original
 - c. Restrict access and disclosure of Confidential information to such of their employees, agents and vendors strictly on a "need to know" basis; and
 - d. To treat Confidential Information as confidential for a period of three (3) years from the date of receipt. In the event of earlier termination of this Agreement, the Manpower Service Provider hereby agrees to maintain the confidentiality of the Confidential Information for a further of two (2) years from the date of such termination
- 12.5. Confidential Information does not include information which
- a. either Party knew or had in its possession, prior to disclosure, without limitation on its confidentiality
 - b. is in the public domain as a matter of law
 - c. is received from a third party not subject to the obligation of confidentiality with respect to such information
 - d. is released from confidentiality with the written consent of the disclosing party
 - e. is required by law or regulatory authority to be disclosed, provided that in such event the receiving Party shall make all reasonable efforts to notify the disclosing Party of the pending disclosure prior to making such disclosure
- 12.6. In the event either Party becomes legally compelled to disclose any Confidential Information, it shall give sufficient notice to the Owner to enable the Owner to prevent or minimize to the extent possible, such disclosure.
- 12.7. Neither party shall not disclose to a third party any Confidential Information or the content of this Contract without the prior written consent of the other Party
- 12.8. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which either Party applies to its own similar confidential information but in no event less than reasonable care
- 12.9. The obligations of this Clause shall survive the expiration, cancellation or termination of this Contract

13. Notices



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- 13.1. Any notice, request, demand, approval, consent or other communication ("Communication") permitted or required to be given under this Agreement shall be effective only if in writing and delivered (i) personally, or (ii) by registered or certified mail or (iii) by courier, or (iv) by telecopier or other electronic communication, transmission confirmed and addressed to the person indicated below (or such other address or to such other person as the concerned Party may subsequently designate for this purpose). The Notice shall be sent to the addressee at its address set out herein below:

To Client: Purple Panda Fashions Pvt Ltd.
Address:-G-52, Ground Floor, Sector-6, Noida- 201 301
Attention:- Neha
Phone No: +91-120-4842222
Email: neha@clovia.com

To Vendor:- AR Industrial Management Services
Address: 208, Humayun Pur, Safdarjung Enclave, New Delhi-110029
Attention: Jaswant
Phone No:- 9990724463
Email:- admin@argroupindia.in

Any change in the above particulars shall be communicated in writing to the other Party.

- 13.2. Any such Communication under this clause shall be deemed to have been duly sent and served if personally delivered, when delivered; if by registered or certified mail, on dispatch thereof; and if by facsimile or electronic mail transmission when dispatched and electronically generated confirmation receipt received by sender

14. Amendments

- 14.1. No modification, alternation or amendment of this Agreement or Scope of Work shall be effective unless contained in writing signed by both parties and specifically referring hereto. A person signing such writing on behalf of a party must be duly authorized to bind such party.

15. Notice Period for Employee

- 15.1. Client will give a 7 days notice period or salary in lieu thereof to those employee who has worked in the organization of client for six months or more than six months due to following reasons:-
1. Client has limited work to perform.
2. Employee output is not matched as per the requirement.

16. Severability and Non-Waiver

- 16.1. In the event that one or more provisions contained in this Agreement are for any reason held to be unenforceable in any respect under the laws of the jurisdiction governing the Agreement, such unenforceability shall not affect any other term or condition of this Agreement and this Agreement shall be construed as if the unenforceable provision was not contained in this Agreement



16.2. No course of dealing or failure of either party to strictly enforce the terms and conditions of this Agreement shall be construed as a waiver of the future performance of that term or condition

17. Captions and Interpretation

17.1. The captions of sections in this Agreement are for convenience only and may not accurately or fully describe all the requirements of a section. The captions do not limit or modify the terms of this Agreement or any section of this Agreement

18. Entirety

18.1. This agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and merges and supersedes all prior discussions and writings with respect thereto

Annexure A

The Service Charge for pay-rolling will be 5% mark-up on total per month cost of employment of the Personnel by Manpower Service Provider as well as on other allied payments to be made like overtime, conveyance reimbursements or any other expenses claimed by the Personnel deputed if it is paid through Manpower Service Provider.

- All reimbursements and any other benefits paid to the Personnel upon request of CLIENT which are over and above the mandatory statutory requirements if paid through Manpower Service Provider will be invoiced to the Client along with the agreed service charges. It may also be paid directly by the Client to the Personnel with prior information to Manpower Service Provider without paying any service charges.
- Manpower Service Provider would not charge the Client any sourcing fee for recruiting personnel to be deputed by it. Also, it would not charge the Client for sourcing replacements for Personnel who have resigned.
- Any amount of change in the CTC / Statutory dues, due to the changes in laws of India will be treated as part of the salary and will be invoiced along with the mark-up.
- Any government tariff / taxes/service tax (if applicable) shall be charged at the rate applicable on the invoice date.
- Applicable TDS will be payable to Manpower Service Provider by the Client under Section 194C of the Income Tax Rules.

For AR Industrial Management Services

For Purple Panda Fashions Pvt Ltd

For AR Industrial Management Services

Authorized Signatory

Authorized Signatory

Mr. Rajbir Singh

Mr.

Partner

Director

