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INDIA NON JUDICIAL**Government of National Capital Territory of Delhi****e-Stamp**

Certificate No.	: IN-DL603904370986210
Certificate Issued Date	: 16-Jun-2016 02:21 PM
Account Reference	: IMPACC (IV)/ dl810603/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL810603201622140745110
Purchased by	: ADVENTURE ISLAND LTD
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: ADVENTURE ISLAND LTD
Second Party	: BELIEVE SOLUTION SERVICES
Stamp Duty Paid By	: ADVENTURE ISLAND LTD
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)

**AGREEMENT**

...This agreement is made and entered on this 1st day of April 2016 at Delhi.....

by and between:

ADVENTURE ISLAND LTD., A Company incorporated under Companies Act, 1956 having its registered office 6 community centre, saket New Delhi-110017 and principal place of business at Metrowalk, near Rithala Metro Station, Sec-10, Rohini, New Delhi -110085 acting through Shri Rajiv Gosain, Managing Director and Shri Rajan Narula, Director of the Company duly authorized vide Board Resolution dated 04/11/2011 (hereinafter called the "**Company**") of the **ONE PART.**

For Adventure Island Limited

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.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.



AND

Believe Solution Services having its registered office at Z-1, New Palam Vihar, Gurgaon-122017 acting through Shri Rahul Chaudhary (Manager-Business Development) duly authorized vide letter of authority dated 15.03.2012. Hereinafter referred to as the "Second Party" (which expression shall always include unless repugnant to the context, its executors, administrators, successors and assigns) of the SECOND PART. This agreement has come into force on the 1st day of April 2016.

WHEREAS the Company is engaged in the business of running Amusement Park.

WHEREAS the Second Party is engaged in the business of providing security services.

WHEREAS the Second Party has approached the Company and expressed their keen desire to provide the said services to the Company under this agreement. The Second Party has also represented that they have the necessary infrastructure, manpower and experience in the above area and they possess the financial capabilities to perform the above functions and such other functions as may be assigned to them under this agreement by the Company from time to time.

WHEREAS on the aforesaid representation made by the Second Party to the Company, the Parties hereby enter into this agreement to provide the agreed services on the terms and conditions as mentioned herein below:

1. OBLIGATIONS OF THE SECOND PARTY

- a) The Second Party shall operate and provide 35 Security Personnel daily to the Company at their principal place of business i.e., ADVENTURE ISLAND LTD.. near. Rithala Metro Station, Sec-10, Rohini, New Delhi - 110085 on 7 days a week basis throughout the operation period of this agreement. The duty schedule and deployment chart shall be provided by the Company to the Second Party.
- b) The Second Party shall be responsible and liable to pay to the Company the damages @ Rs. 250/- per day per personnel if the daily absenteeism of the personnel exceeds 10% of the required number of security personnel as required in the foregoing para. Such damages shall be recovered by the Company out of the monthly bill of Second Party raised by them at the end of the month.

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- c) The regularity of the performance of the service will be the essence of this agreement and shall form a key factor of this agreement. The Second Party shall take all possible steps to ensure to maintain its performance as determined by the Company from time to time.
- d) The assessment made by the Company regarding the quality and efficiency of the services and as to how many personnel of various descriptions are required to provide/give the required quality of security services at any given place, premises or part thereof, shall be final and acceptable by and binding upon the Second Party and the services shall be provided accordingly.
- e) The Second Party shall provide the security services at the premises by deploying its well-trained and experienced personnel in such numbers as may be instructed by the Company as to how many personnel can provide the required quality of services at a given place for a given job.
- f) If the Company notices that the personnel of the Second Party has/have been negligent, careless in rendering the said services, the same shall be communicated immediately to the Second Party who will initiate corrective steps immediately to avoid recurrence of such incidents and report to the Company regarding action taken.
- g) If any of the personnel of the Second Party indulges in theft, negligence or any illegal/irregular activities, misconduct, the Second Party will take appropriate action against its erring personnel and intimate accordingly to the Company.
- h) The Second Party shall keep liaison with the Police/Local Authorities and Fire Brigade in order to get timely assistance from them in case of an emergency.

2. TERMS OF PAYMENT

- a) The Company shall pay to the Second Party as per the rate of minimum wages prevalent and revised from time to time. Also as per attached annexure.
- b) All payments made by the Company shall be after deduction of tax at source applicable as per the provisions of the Income Tax Act, 1961.
- c) The Second Party, being the employer in relation to persons engaged/employed by it to provide the services under this arrangement shall alone be responsible and liable to pay wages/salaries to such persons which in any case will not be less than in accordance with the minimum wages as fixed or prescribed for the

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- category of workers employed by it from time to time by the state government and/or any authority constituted by or under any law.
- d) The Second Party will have to produce the register of wages-cum-muster roll of the preceding month along with the bill to be submitted on the 3rd day of every calendar month for verification to the nominated official of the Company. The Second Party shall ensure that payment to its employees is made in the presence of an authorized representative of the Company.
- e) Note: If rates are revised by government agency in future then your service charges will remain same as previous.

3. SUBMISSION AND VERIFICATION OF BILLS

The Second Party shall submit on a monthly basis the bills for the services rendered to enable the Company to verify and process the same.

4. REPORTING TIME AND PLACE

- a) The personnel of the Second Party shall provide the requisite services on an 8 hour-working shift for 7 days a week or as the Company may require from time to time. Such personnel shall be stationed at the designated sites and shall report to the designated official of the Company during such working hours till the expiry of this agreement and shall perform their duties with full sincerity and dedication on the terms and conditions mentioned in this agreement.
- b) The services rendered by the Second Party under this agreement shall be under the close supervision, coordination and guidance of the Company, Second Party shall frame appropriate procedures for taking immediate action as may be advised by the Company from time to time.
- c) The Second Party shall decide the *modus operandi* as to engagement of men/machines by it for rendering proper efficiency services and to conform to its prescribed standard of hygiene.

5. DISCIPLINE

- a) The personnel of the Second Party shall always be tidily dressed in crisp uniform supplied by the Second Party at its own cost. The pattern of uniform to be supplied by the Second Party will be of a

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different pattern than as given by the Company to its employees or to any other agency which has been working at the property of the Company. Further, the Second Party shall issue identity cards, on its own name and trading style to its personnel deputed for rendering the said services, which at Company's option would be subject to verification at any time. The Company may refuse the entry into its premises to any personnel deputed for rendering the said services. The Company may refuse the entry into its premises to any personnel of the Second Party not bearing such identity card or not being tidily dressed in crisp uniform.

- b) No personnel of the Second Party shall leave the premises where they have been deployed without the permission of the Company or the official duly authorized and designated by the Company to do.
- c) The Company shall always have the right and liberty to do surprise inspection at its sites.
- d) It is understood between the parties hereto that the Second Party will alone have the right to take disciplinary action against any person(s) engaged/deployed by it, while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against the Company. The Company shall under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the Second Party for any purpose, whatsoever, nor would company be liable for any claim(s) whatsoever, of any such person(s).

6. NATURE OF AGREEMENT

The parties hereto have considered agreed to and have a clear understanding on the following aspects:

- 1) This Agreement is for providing aforementioned services and is not an Agreement for supply of contract labor. It is clearly understood by the Second Party that the persons employed by the Second Party for providing services as mentioned herein, shall be the employees of the Second Party only and not of the Company. The number of persons to be employed and the individual persons to be employed for providing the said services, shall be decided by the Second Party who shall be liable to make payments to its said employees towards their monthly wages/salaries and other statutory dues like EPF, ESI, minimum wages, bonus, gratuity, etc.

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- 2) The Company shall not be liable for any obligations/responsibilities, contractual, legal or otherwise, towards the Second Party's employees/agents or to the said employees/agents directly and/or indirectly, in any manner whatsoever.
- 3) The employees/personnel of Second Party rendering the services under this Agreement, shall never be deemed to be the employees of the Company in any manner whatsoever and shall not be entitled for employment, salary/wages, damages, compensation or anything arising from their deployment by Contractor for rendering the said services.

7. STATUTORY COMPLIANCES

- a) Second party shall obtain all registration(s)/permission(s)/licence(s), etc., which are/may be required under any labour or other legislation(s) for providing the services under this Agreement.
- b) It shall be the responsibility of the Second Party to ensure compliance of all the Central and State Government rules and Regulations with regard to the provisions of the services under this Agreement. The Second party indemnifies and shall always keep the company indemnified against all losses, damages, claims actions taken against company by any Authority/Office in this regard.
- c) The Second Party undertakes to comply with the applicable provisions of all welfare legislations and more particularly with the Contract labour (Regulation and Abolition) Act, 1970, if applicable, for carrying out the purpose of this Agreement. The Second Party shall further observe and comply with all Government laws concerning employment of staff employed by the Second Party and shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that the Second party is fully responsible to ascertain and understand the applicability of various Acts, and take necessary action to comply with the requirements of law.
- d) The Second party shall give an undertaking by the 22nd of the preceding month in favour of the Company that It has complied with all its statutory obligations. A draft of the said undertaking is attached herewith as Annexure A to this Agreement.

8. INDEMNIFICATION

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a) The Second Party shall at its own expenses make good any loss or damage suffered by the Company as a result of the acts of commission or omission, negligently or otherwise of its personnel while providing the said services at any of the premises of the Company or otherwise.

b) The Second party shall at all times indemnify and keep account of disability/death of any of its personnel caused while providing the security within/outside the site or other premises of the Company which may be under the Workmen's Compensation Act, 1923 or any other Acts or any other Statutory Modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by any working or other personnel of the Second Party or in respect of any claim, damage or compensation under labour laws or other laws or rules made there-under by any person whether in employment of the Second Party or not, who provided or provides the services at site or any other premises of the Company as provided hereinbefore.

c) The Second Party shall at all times indemnify and keep indemnified the Company against any claim by any third party for any injury, damage to the property or person of the third party or for any other claim whatsoever for any acts of commission or omission of its employees or personnel during the hours of providing the services at the Company's premises or before and after that.

d) That, if any time, during the operation of this Agreement or thereafter the Company is made liable in any manner whatsoever by any order, direction or otherwise of any Court, Authority or Tribunal, to pay any amounts whatsoever in respect of or to any of the present or ex-personnel of the Second Party or to any third party in any event not restricted but including as mentioned in sub-clauses No. A), b) and c) herein above, the Second Party shall immediately pay to the Company all such amounts and costs also and in all such cases/ events the option of the First Party shall be final and binding upon the Second Party. The Company shall be entitled to deduct any such amounts as aforesaid, from the security deposit and/or from any pending bills of the Second Party.

9. LIABILITIES AND REMEDIES

In the event of failure of the Second Party to provide the services or part thereof as mentioned in this Agreement for any reasons

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whatsoever, the Company shall be entitled to procure services from other sources and the Second Party shall be liable to pay forthwith to the Company the difference of payments made to such other sources, besides damages at double the rate of payment.

10. LOSSES SUFFERED BY SECOND PARTY

The Second Party shall not claim any damages, costs, charges, expenses, liabilities, arising out of performance/non-performance of services, which it may suffer or otherwise incur by reason of any act/omission, negligence, default or error in judgement or part of itself and/or its personnel in rendering or non-rendering the services under this Agreement.

11. TERM

This Agreement shall be effect for a period of one year w.e.f. 1st April, 2016 to 31st March, 2017 and can be extended further for such period and on such terms and conditions as may be deemed fit and proper by the Company.

12. TERMINATION

a) Either party can terminate this Agreement by giving one month's written notice to the other without assigning any reason and without payment of any compensation thereof. However, the Company shall give only a 24 hours notice for termination of this Agreement to the Second Party when there is a major default in compliance of the terms and conditions of this Agreement or the Second Party has failed to comply with its statutory obligations.

b) If Second Party commits breach of any covenant or any clause of this Agreement, Company may send a written notice to Second Party to rectify such breach within the time limit specified in such notice. In the event Second Party fails to rectify such breach within the stipulated time, the Agreement shall forthwith stand terminated and Second Party shall be liable to Company for losses or damages on account of such breach.

c) This Agreement may be terminated forthwith if either party becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of creditors, the other party shall have the right to immediately terminate this Agreement.

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13. ASSIGNMENT OF AGREEMENT

This Agreement is executed on the basis of the current management structure of the second Party. Henceforth, any assignment of this agreement, in part or whole, to any third party without the prior written consent of the First Party shall be a ground for termination of this Agreement.

14. COMPOSITION AND ADDRESS OF SECOND PARTY

a) The Second Party shall furnish to the Company all the relevant papers regarding its constitution, names and addresses of the management and other key personnel of the Second Party and proof of the registration with the concerned Government Authorities required for running such a business of Second Party.

b) That the Second Party shall always inform the Company in writing about any change in the address or the names and addresses of its key personnel. Further, the Second Party shall not change its ownership without approval of the Company.

15 SERVICE OF NOTICES

Any notice or other communications required or permitted to be given between the parties under this agreement shall be given in writing at the following address or such other addresses as may be intimated from time to time in writing:

THE COMPANY -

ADVENTURE ISLAND LTD.

Near Rithala Metro Station, Sec-10, Rohini, New Delhi -110085

SECOND PARTY

"Believe Solution Services"

Z-1, New Palam Vihar, Gurgaon-122017, Haryana

16. CONFIDENTIALITY

It is understood between the parties here to that during the course of business relationship, the Second Party may have access to confidential information of Company and it undertakes that it shall not,

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without Company's prior written consent, disclose, provide or make available any confidential information in any form to any person or entity or make use of such information. This clause shall survive the period of 5 years from the date of expiry of this Agreement or earlier termination thereof.

17. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the parties and supersedes all previous or other writings and understandings, oral or written and further any modifications to this Agreement, and further any modifications to this Agreement, if required, shall only be made in writing.

18. AMENDMENT/MODIFICATION

The parties can amend this Agreement at any time. However, such amendment shall be effective only when it is reduced in writing and signed by the authorised representatives of both parties hereto.

19. SEVERABILITY

If, for any reason, a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

20. CAPTIONS

The various captions used in this Agreement are for the organisational purpose only and may not be used to interpret the provisions thereof. In case of any conflicts between the Captions and the Text, the Text shall prevail.

21. WAIVER

At any time any indulgence or concession granted by the Company shall not alter or invalidate this Agreement nor constitute the waiver of any of the provisions hereof after such time, indulgence or concession

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shall have been granted. Further, the failure of the Company to enforce at any time, any of the provisions of this Agreement or to exercise any option which is herein provided for requiring at any time the performance by the Second Party of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this Agreement nor in any way effect the validity of this Agreement or any part thereof or the right of the Company to enforce the same in part or in the entirety of it. Waiver, if any, has to be in writing.

22. FORCE MAJURE

Neither party shall be in default if a failure to perform any obligation hereunder is caused solely by supervening conditions beyond that party's reasonable control, including acts of God, civil commotion, strikes, acts of terrorism, labour disputes and governmental or public authorities' demands or requirements.

23. This Agreement shall be deemed to have been made/executed at Delhi for all purposes. In the event of any dispute related to the interpretation or rights or liabilities arising out of this Agreement, the same shall, at the first instance, be amicably settled between the parties. If any dispute is not settled amicably, the same shall be referred to the Sole Arbitrator to be appointed by the Management of the Company. The Award given by the Arbitrator shall be final and binding on the parties. The venue for Arbitration shall be Delhi/New Delhi.

24. GOVERNING LAW/JURISDICTION

The applicable law governing this Agreement shall be the laws of India and the Courts of Delhi/New Delhi shall have the exclusive jurisdiction to try any dispute with respect to this Agreement.

25. This Agreement is made in duplicate. The Second Party shall return a copy of this Agreement duly signed and stamped as a token of acceptance of all terms and conditions mentioned above. In the event of commencement of work order against this Agreement

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without prior submission of order acceptance, it will be taken that all terms are acceptable.

IN WITNESS WHEREOF THE COMPANY AND THE SECOND PARTY ABOVE SAID HAVE HERETO SUBSCRIBED THEIR HAND ON THE DAY MONTH AND YEAR FIRST MENTIONED ABOVE IN THE PRESENCE OF THE FOLLOWING WITNESSES:

FIRST PARTY

SIGNED, SEALED AND DELIVERED FOR

ADVENTURE ISLAND LTD.

Authorised Signatory

WITNESS

SECOND PARTY

SIGNED, SEALED AND DELIVERED FOR SECOND PARTY BY-----

WITNESS

For **Believe Solution Services**

Authorised Signatory



For Adventure Island Limited

Authorised Signatory

Handwritten signatures in blue ink, including "ar" and "and".

BELIEVE SOLUTION SERVICES

S. No.	Description	Security Guard 8 Hrs	Security Guard 12 Hrs	Gunner 8 Hrs
1	Basic Wages for 8 Hrs	9568	9568	9568
2	HRA			2054
3	Addl. Allowances for 4 Hrs		4524	
4	Gross wages	9568	14092	11622
5	E.S.I.C @ 4.75% on Gross Wages	455	670	553
6	EPF 13.36% on Basic Wages	1278	1278	1278
7	SUB TOTAL	11301	16040	13453
8	Reliever Cost (16.67%)	1595	1595	1937
9	Grand Total	12896	17635	15390

Notes:

- Service Tax as applicable will be charged extra on total Bill.
- Service Charges @ 6% extra on net bill

IN HAND SALARY(EMPLOYEE)

S. No.	Description	Security Guard 8 Hrs	Security Guard 12 Hrs	Gunner 8 Hrs
1	Basic Wages for 8 Hrs	9568	9568	9568
2	HRA			2054
3	Addl. Allowances for 4 Hrs		4524	
4	Gross wages	9568	14092	11622
5	E.S.I.C @ 1.75% on Gross Wages	168	247	204
6	EPF 12% on Basic Wages	1148	1148	1148
7	SUB TOTAL	8252	12697	10270
8	Reliever Cost (16.67%)	1595	1595	1937
9	Grand Total	9847	14292	12207

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