



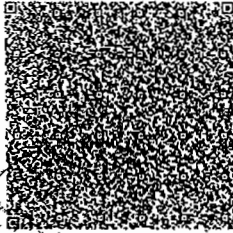
सत्यमेव जयते

## INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

### e-Stamp

Certificate No. : IN-DL77314319384170L  
Certificate Issued Date : 16-Oct-2013 04:39 PM  
Account Reference : IMPACC (IV)/ dl913603/ DELHI/ DL-DLH  
Unique Doc. Reference : SUBIN-DL91360352732610963284L  
Purchased by : MANGLA APPARELS INDIA PVT LTD  
Description of Document : Article 5 General Agreement  
Property Description : Not Applicable  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : MANGLA APPARELS INDIA PVT LTD  
Second Party : R S INTERNATIONAL  
Stamp Duty Paid By : MANGLA APPARELS INDIA PVT LTD  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)



Please write or type below this line.

For Mangla Apparels India Pvt. Ltd.

Authorised Signatory

For R. S. INTL

- 2 DEC 2013

Proprietor

**Statutory Alert:**

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

**Agreement**

**Agreement with Contractor for Carrying Out Production Processes' On Piece Rate in the Various Premises of M/S Mangla Apparels India Pvt. Ltd.**

This Agreement Is Made At Delhi On This 1<sup>st</sup> Day Of January 2014 Between **M/S R.S. International** having it's office at A-55, Phase-III, New Palam Vihar Gurgaon hereinafter referred to as the 'Contractor' of the one part **AND M/S Mangla Apparels India Pvt. Ltd.** C-21, SMA Cooperative Industrial Estate,GT Karnal Road, Jahangirpuri, Delhi. Hereinafter Called The 'Company Of The Other Part.

**Whereas** the company is engaged in the business of manufacturing of readymade garments and whereas some of the parts of this work can better be executed by an independent contractor and the company is desirous of giving out the work to some reliable person on contract basis.

**And Whereas** The Contractor Is Engaged In This Type Of Work And Has Already Supplied Its Work Force To The Company And Further Keen Enter Into This Fresh Contract To Execute This Work On Contract Basis.


**Now Therefore, This Deed Witnesseth as Follows:**

1 The Client Is Manufacturer Of Readymade Garments And Made Ups Propose To Assign The Work Of Various Production Process Of The Contractor From Time To Time, The Contractor Shall Either Carry Out The Production Process Either In The Premise Of The Client Or In His Own Premises.

2 The Client And The Contractor Shall Fix The Charges On The Piece Rate Basis For Production Process Item To Item Being Carried From Time To Time. The Charges Shall Be Fixed With Mutual Agreement between Client and Contractor

3 The Contractor Shall Submit the Bills towards Production Process Charges on Monthly Basis the Bill Must Be Submitted By 3rd Day Of The Following Month

4 The Production Process Charges Agreed Between the Client and the Contractor For Various Item Fixed From Time To Time Need Not Be Annexed To His Agreement but Shall Be Treated As the Integral Part of the Agreement.

  
*M/S Mangla Apparels India Pvt. Ltd.*  
*Director*

5 The Rate Per Piece Will Be Given Keeping In View The Tailor Cost Of The Style Plus Normal Profit Of The Contractor While The Client Will Be Providing The Infrastructure Facilities Electricity Etc. To Be Provided By The Client To The Contractor To Get The Work Done In His Supervision To Meet The Quality Obligations Of Each Individual Buyer.

6 The Company Will, If It Suits To Its Convenience, Give The Raw Material And Machinery Required For The Purpose Of Execution Of Work Entrusted To The Contractor And The Contractor Will Properly Account For The Raw Material As Entrusted By The Company And Will Return The Finished Product And The Machinery As Per Specification And In Good Running Conditions To The Company Subject To Usual Wear And Tear On The Expiry Of His Contract Or On Its Termination On Revocation Earlier As The Case May Be.

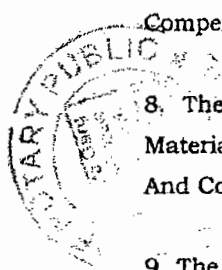
7 In Case The Jobs Entrusted/Assigned To The Contractor Are Not Satisfactory Or Not In Accordance With The Specifications Or Samples Given By The Company, The Contractor Shall Be Liable To Change The Same And In Default Whereof The Contractor Shall Compensate To The Company.

8. The Contractor Will Maintain Proper Account Of The Raw Material Or Other Items Provided By The Company For Execution And Completion Of The Jobs.

9. The Contractor At His Sole Discretion Will Decide The Number Of The Workers To Be Engaged For Execution Of Work And Will Alone Be Entitled To Dictate Such Workers About The Manner Of The Execution Without Any Interference Or Instructions Or Intervention Whatsoever Of The Company. The Company Will Not Have Any Connection With The Workers Engaged By Neither The Contractor Nor Any Of Its Officials Will Supervise, Dictate The Workers The Manner Of Execution/Completion Of The Job.

10. The Company Will Have Privities Of Contract With The Contractor Only And Will Give Instructions To Him And Will Have Nothing To Do Or Concern With The Conditions Of Employment Of The Workers Working Under The Control And Supervision Of The Contractor.

11. The Company Will Not Retain Any Control, Supervision Or The Manner Of The Discharge, Dismissal Or Retrenchment Or



For Mendo Travels India Pvt. Ltd.  
Signature

2 DEC 2018

Notary Public

Signature

Reemployment Of The Workers Engaged/Employed By The Contractor.

12 The Contractor Will Be Liable For Due Observation And Implementation Of The Statutory Conditions Or Requirements Of Labour Laws As Applicable To His Workers Deployed In Management Company.

14. The Contractor Will Obtain License Under The Contract Labour [Regulation & Abolition] Act, 1970 According To The Number Of Workers Engaged By Him By Depositing The Fees And Complying With The Formalities. The Contractor Will Also Seek The Renewal Of The Contract On Or Before The Expiry Of The Contract.

15. The Contractor Is Duly Covered Under The EPF & Mp Act-1952 And ESIC Act-1948 Having Its Independent Code No. Thus He Will Ensure That All The Eligible Employees Are Covered Under These Acts.

16. That The Contractor Will Be Liable Not Only To Pay Wages To Its Employees But The Retrenchment Compensation, Notice Pay, Gratuity Or Bonus As Payable And The Principal Employer Will Not Be Held Liable For Any Of The Obligations Of The Contractor.

17. The Contractor Will Have No Right Or Lien Whatsoever Upon The Premises Of The Management Company And The Contractor And His Workers Will Move Out Of The Premises At The Instance Of The Company.

19. The Company Will Not In Any Manner , Be Responsible For Any Act, Omission Or Commission Of The Workers Engaged By The Contractor And No Claim In This Respect Will Lie Against The Management If Any Such Claim Is Made Against The Company By Any Of The Worker Or His Heirs Engaged / Employed By The Contractor, Which The Company Is Obligated To Discharge By Virtue Of Any Statute Or Any Provision Of Law And Rules Due To Mere Fact Of The Workers Of The Contractor Working At The Company's Premises Or Otherwise , The Contractor Will Be Liable To Indemnify / Reimburse The Company For All The Money Paid In Addition To The Expenses Incurred By The Company.

- 2 DEC 2013

22 That The Contractor Will Pay Monthly Wages To His Employees As Per Law In Presence Of The Representative Of The

Company, Who Will Sign The Wages Register In Token Of Having Disbursed The Salary In His Presence By The Contractor.

23. In Case Of Accident Of Any Of The Employees Deployed Through The Contractor In The Company, The Contractor Will Provide All Possible Care And Treatment To The Injured Person.

24. That The Company Will Also Obtain A Registration Certificate From The Competent Authority As Provided U/S -7 Of The Contract Labour [R&A] Act-1970 For Engaging The Contract Labour. The Company Will Also Issue Certificate In Form V To The Contractor For Obtaining License As Provided U/S 12 Of The Contract Labour [ R& A] Act-1970.

25. The Duration Of This Contract Is For A Period Of 12 Month From The Date Its Execution Though The Parties Will Have A Right To Extend The Period To Any Extent To Which The Parties May Mutually Agree Before The Expiry Of The Stipulated Period.

26. In The Event Of Non-Compliance Or Breach Of Any Terms Of The Contract Or Unsatisfactory Or Inefficient Working, The Company Will Be At The Liberty To Revoke The Contract By A Notice Of 30 Days In Writing.

27. That The Contractor Will Give An Affidavit And /Or Undertaking Or Both In Favour Of The Principal Employer On Every Following Month To The Effect That He Has Paid Wages To His Workers And Also Complied With The Provisions Of The EPF And ESIC Act.

28. If Any Dispute Or Difference Of Opinion Arises Between The Parties In Relation To Or In Connection With The Agreement, They Will Undertake To Negotiate In Good Faith With A View To Resolve The Dispute Arose Between The Parties.

If, Notwithstanding Negotiations By And Between The Parties, The Dispute Or Difference Of The Opinion Not Resolved Than The Company Shall Refer The Dispute, Differences Arising Between The Parties Out Of Or Relating To The Construction, Meaning, Scope, Operation Or Effect Of This Contract Or The Validity Of The Breach Thereof By The Arbitration As Per The Provisions Of " The Arbitration And Conciliation Act 1996" In Accordance With Such Rules Of Arbitration As May Be Agreed Between Both The Parties. The Award Made By Sole Arbitrator In Pursuance Thereof Shall Be Binding On The Parties. The Place Of Arbitration Shall Be At New Delhi.

- 2 DEC 2013



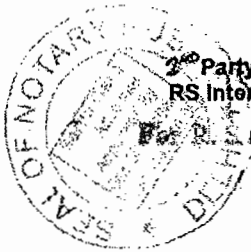
For the Proprietor

Proprietor

29. The Provisions Of This Agreement Shall be Governed By And Construed In Accordance With India Laws, Courts Of Delhi Alone Shall Have Jurisdiction

30. That The Contractor Will Be Liable For Clause 16 Of This Agreement Is Subject To Charges Claimed In Billing Only.

In Witness Whereof Both The Parties Mentioned Above Append Their Signature In Token Of Having Accepted The Above Terms And Conditions.



2<sup>nd</sup> Party [Contractor]  
RS International

For R. S. INTERNATIONAL

Proprietor

1<sup>st</sup> Party [Company]  
Mangla Apparels India Pvt. Ltd.

For Mangla Apparels India Pvt. Ltd.

Authorised Signatory

Witnesses

1. Sanjay Jain (Sanjay Jain)  
B-76 Ind Area  
Ashok Vihar  
Delhi
- 2.

ATTESTED

NOTARY PUBLIC  
DELHI

- 7 DEC 2013