

SERVICE AGREEMENT

This Service Agreement (hereinafter referred to as “Agreement”) lays down the terms of engagement, agreed upon by the Electrical Contractor and the Supervisor and Workmen’.

This Service Agreement is executed on 9th day of July, 2024 (“09.07.2024”)

BY AND BETWEEN

MIRACLE ELECTRICALS, a Proprietorship Firm, of **Tanmoy Singh (Proprietor)** and having its registered office at **G.N.B. Road, Bamunimaidam, Chandmari, Guwahati** (herein after referred to as the “**FIRM / ORGANIZATION**” which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the FIRST PART;

AND

Employees as follows:

- 1) Supervisor Certificate: **Nayan Das**, S/C-**11223**, Mahaniati, Bebejia, Raha, Nagaon, Assam (herein after referred to as the “Supervisor”, which expression shall, unless repugnant to the meaning or context hereof, be deemed to include all heirs, executors and administrators) of the SECOND PART.
- 2) Workmen Permit:
 - (i) **Pranab Rabha**, H/T-**22335**, Bhekulajan, Dibrugarh, Assam (herein after referred to as the “H/T”, which expression shall, unless repugnant to the meaning or context hereof, be deemed to include all heirs, executors and administrators) of the THIRD PART.
 - (ii) **Mostafa Ahmed**, W/P-**33221**, Bhaluk Kandi, Patakata, South Salmara, Mankachar, Assam (herein after referred to as the “Workmen”, which expression shall, unless repugnant to the meaning or context hereof, be deemed to include all heirs, executors and administrators) of the FOURTH PART.
 - (iii) **Raham Ali Ahmed**, W/P-**44112**, Bhaluk Kandi, Patakata, South Salmara, Mankachar, Assam (herein after referred to as the “Workmen”, which expression shall, unless repugnant to the meaning or context hereof, be deemed to include all heirs, executors and administrators) of the FIFTH PART.

The Electrical Contractor (**Tanmoy Singh**) and the Electrical Supervisor (**Nayan Das**), HT (**Pranab Rabha**), Workmen (**Mostafa Ahmed**), Workmen (**Raham Ali Ahmed**), are herein after individually referred to as the “Party” and collectively as the “Parties”.

WHERE AS the parties here to desire to enter into this Agreement to define and set forth the terms and conditions of the engagement of the employees by the Firm;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN CONTAINED, THE PARTIES HERE TO AGREE AS FOLLOWS:

1. Terms and conditions of Engagement

1.1. The **Employees** has been engaged from **12.07.2024** which shall also be deemed as date of the acceptance of these terms to provide the **Electrical Contractor / Firm/ Organization** with the services described in Schedule A (the “Scope of Services”), together with such other services as may be reasonably requested in connection with this Agreement.

1.2. The employees agrees to perform the Services in a timely manner, and to exercise all reasonable skill and care in the performance of the Services.

1.3. He shall provide the Electrical **Contractor / Firm/ Organization** promptly with any information, data or documents which may be reasonably required in connection with the Services under this Agreement.

1.4. Unless otherwise agreed by the parties in writing, the **Electrical Contractor / Firm/ Organization** shall at its own expense supply the employees with all necessary documents and materials, and all necessary data or other information (“Data”) relating to the Services, within sufficient time to enable the **employees** to provide the Services in accordance with this Agreement.

1.5. The **Electrical Contractor / Firm /Organization** shall provide reasonable co-operation to the employees in relation to the performance of the Services by the employees mentioned under this Agreement.

1.6. The **employees** declare that they are not engaged with any other Firm or Organization. If found submitting joining report to more than one Firm/Organization at a time they will be held responsible and necessary action will be initiated against the **employees**.

2. Tenure

The initial tenure of this Agreement will be for 1(One) year i.e. **from 12.07.2024 till 11.07.2025** (“Initial Term”).

3. Fees & Expenses:

3.1. Subject to any special terms agreed in writing by the parties, the Firm/Organizations shall pay the employees fees and charges from time to time for the provision of the Services provided by them.

3.2. The tax will be deducted as per the applicable laws.

3.3. The Firm/ Organization shall reimburse the employees for all the out of pocket expenses incurred by him in connection with the Services, provided the employees shall issue proper receipts of such expenditure.

4.Termination:

4.1. The Firm/ Organization may terminate this Agreement immediately upon written notice to the employees if:

- a. The employees is unable to perform the Services or has materially or repeatedly breached any of the terms of this Agreement; or
- b. He fails to meet the required qualifications or any act that demonstrates a disregard on his part for the reputation or legitimate business interests of the Firm/ Organization as determined in the reasonable discretion of the Firm/Organization Proprietor/Partner.

c. He is unable to perform the services or any part of them in a manner which is unsatisfactory to the Firm/ Organization. In case, where the Firm/ Organization reasonably considers the default in performance to be remediable, they will give 30(thirty) days to remedy the problem of their satisfaction;

or

Such termination shall be without prejudice to any rights which might have been accrued prior to termination.

- a. Without reason, by giving 15 days, notice during the initial 6 (six) months;
- b. After 6 (six) months, without reason, by giving 30 days, notice to the other party.

5. Entire Agreement

The Parties here to confirm and acknowledge that this Agreement shall constitute the entire agreement between them and all earlier agreements, arrangements, letters ,correspondence, understandings etc., either written or verbal communication with respect to the subject matter herein stand superseded by this Agreement and no amendment, modification or addition to this Agreement shall be binding on either of the Parties hereto unless set forth in writing and executed by the Parties through their duly authorized representatives.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day and year first above written.

Signed and delivered for and on behalf of:

For and on behalf of FIRM/ORGANIZATION]
[Insert Signature (& seal, where applicable)]

Authorised

Signatory

Tanmoy Singh
Name: **Tanmoy Singh**
Designation: Proprietor

For and on behalf of [Supervisor]
[Insert Signature (& seal, where applicable)]

Nayan Das
Authorised Signatory
Name: **Nayan Das**
Designation: Supervisor-(11223)

For and on behalf of [Workmen]
[Insert Signature (& seal, where applicable)]

Pranab Rabha
Authorised Signatory
Name: **Pranab Rabha**
Designation: H/T-22335

Mostafa Ahmed
Authorised Signatory
Name: **Mostafa Ahmed**
Designation: Workman-(33221)

R. A. Ali
Authorised Signatory
Name: **Raham Ali Ahmed**
Designation: Workman-(44112)