



AGREEMENT FOR SERVICES

THIS AGREEMENT is signed and executed at Jaipur on this the 20 day of Aug 2021:

BY AND BETWEEN

JK CEMENT LIMITED, a company duly incorporated under the provisions of the Companies Act, 1956 having its Registered Office at Kamla Tower, Kanpur-208001, U.P and having its Central Marketing Office at Padam Tower, 19 DDA Community Centre, Behind Crowne Plaza Hotel, Okhla Phase – 1, New Delhi – 110020 and having its various manufacturing units located in various parts of India (hereinafter referred as "**the Company**") which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns, represented through its Authorized Signatory Mr. Pushp Raj Singh (President- Marketing) who has been duly authorized to enter into this Agreement vide Resolution/Power of Attorney dated _____ passed by the Board of Directors; of the ONE PART;

AND (FOR INDIVIDUAL/PROPRIETARY CONCERN/HUF)

Mr. Rohit Katara s/o of Mr. Banbari Lal Sharma, aged ___ Years, residing at Suraj mil ke pass Maniyan, Dholpur, 328024 Occupation – Business. Sole proprietor under the name and style of M/s Ganesha Traders having its address at Plot No. 1, Tehsil Road Maniya Dholpur, 328024 (hereinafter referred as "**Service Provider**") which expression shall unless it is repugnant to the context or meaning thereof shall include includes his/her legal heirs, successors, administrators and permitted assigns of the SECOND PART;

WHEREAS:

GANESH TRADERS
21/FEB
Proprietor

संख्या ५९५९ विक्रय पत्र दिनांक 116 AUG 2021

पुदांक का मूल्य 50/-
व्रेता का नाम J.K. cement
पिता/पति का नाम
निवास स्थान malayen gram
मुद्रांक खरीदने का आशय तथा सम्बन्धित कार्य का मूल्यांकन Agreement

चन्द्र प्रकाश अचोला
स्थान विवेता लाई ३४/१०-११
D-340, मालवीय नगर जयपुर

राजस्थान सरकार द्वारा 1996 के गत स्टाम्प राशि पर लागू होने वाले भविष्यात्	
1. भास्तार भूत उद्यापारका मूल्यांकन हेतु (धारा - ३ क) - 10 प्रतिशत	प्रति 50
2. शाय और उसकी नम्रता का निर्णय लेने के लिए हेतु (धारा - ३-ए) / दायरा - ३-ए का लिए वानव निर्मित आवश्यकता का निर्णय लेने के लिए	प्रति 100
इसका इनकाल देने वाले स्टाम्प देवदार लाई करने का लाभ	

1. The Company is engaged in manufacture and marketing of cement and its allied products at its Plants/Units/Terminals/RSOs at various places throughout the country.
2. For the purpose of transportation, movement, storing, stacking, delivery and other related services for sale and delivery of cement, the Company desires to appoint a Service Provider to render the Services (more particularly described in Clause 4), needs the services of competent persons and parties who have relevant experience and expertise to provide such services.
3. The Service Provider has approached the Company to carry out the Services and has represented & warranted that it has due expertise, requisite manpower and infrastructure/facilities the said Services (as described in clause 4) and other allied services to handle the cement of the Company efficiently as per the requirements of the Company and has agreed to offer the same to the Company.
4. The Service Provider has further represented and warranted that it has obtained all licenses, registration, authorization and permissions necessary or requisite in laws for providing the Services (as described in Clause 4) and that all licenses, registration, authorization and permissions necessary are presently in full force and shall be kept in full force and effective during the term of this Agreement in accordance of prevailing/applicable laws from time to time.
5. The Company on the basis of the representations, assurances and warranties made has agreed to appoint the said M/S Ganesha Traders as the Service Provider for rendering the Services (as described in Clause 4). Accordingly, discussion and negotiations have taken place between the parties and certain terms and conditions have been agreed upon, which the parties hereto are desirous of recording/reducing to writing herein under.

NOW THIS AGREEMENT WITNESSTH AS UNDER:

1. Appointment

The Company hereby appoints M/S Ganesha Traders as the Service Provider to render the Services (set out in Clause 4 herein below) to the Company.

2. Term & Validity

This Agreement shall be in force and valid for a period of Three Years from 31 May 2021 to 30 May 2024 and the same may be extended for a further period in writing at the sole discretion of the Company. If Company does not extend the Agreement by issuing necessary instructions in this regard on expiry of the validity period, the present Agreement shall stand terminated automatically by efflux of time

without any further reference. However, the obligations of the Service Provider will continue till final clearance from the Company.

3. Area of Operation

The area of operation shall be Dholpur Depot. However, the area of operation may be changed and/or varied by the Company from time to time as its sole discretion having regard to the needs of business and other relevant factors and the performance of the Service Provider and the Service Provider will abide by the decision of the Company and shall not raise any objection in this regard.

3.2 It is clearly agreed and understood by the Service Provider that the Service Provider shall not operate beyond the allotted area unless instructed by the Company to do so in writing.

4. Scope of work & services

4.1 The Service Provider shall provide the following services (referred to as "the said Services"):

- (a)** Safe and orderly unloading of the material from the carrier at go-down and stacking of the same in countable and easy retrievable manner and to make sure adherence to the safety guidelines of the company.
- (b)** To maintain and render complete account of cement and merchandize received, dispatched and in stock in a prescribed format on daily basis or as may be required by the Company from time to time. The Service Provider will issue E-way bill at the time of dispatch of the material from depot without any fail, and to keep records of each E-Way bill w.r.t. Tax Invoice/Bill of Supply/Delivery Challan, etc.
- (c)** Maintain proper and accurate record of the material handled at the go-down which shall be the basis of determination of services rendered by the Service Provider and the Company's authorized officials shall be at liberty to check and inspect such record maintained by the Service Provider as and when deemed necessary by the Company without any objection from the Service Provider. The Service Provider shall also make sure the availability of duly updated stock register at the warehouse office to the authorized company officials as and when required and properly maintain such records and reports frequently.
- (d)** Counting of the bags at the time of unloading from the carrier and match the same with the documented quantity. Any shortage in the material at the time of unloading will be clearly recorded by the Service Provider in the acknowledgement to be given back to the carrier and will be simultaneously reported to the Company in

writing failing which such shortage will be to the account of the Service Provider.

- (e) Proper, adequate and complete maintenance of go-down so that the go-down is in a fit and proper condition at all times for storing of the material during the entire period of this Agreement.
- (f) Safe stacking and protection of the material from rain, water, moisture, fire, theft and other storing hazards of any and all kinds right from the time of receipt of the consignment and till the deliveries are made to the parties as per the instructions of the Company. If the material gets damaged and/or lump is formed, the Service Provider shall be responsible and liable for such losses and therefore, Service Provider shall be debited for such material. In case the Company has directed to keep such material in godown like rack point damaged material/transfer from some other depots, the Service Provider will ensure proper marking at storage locations of damage stocks and also that damaged stock is not shipped to the customer.
- (g) If by efflux of time and/or during the currency of this Agreement, the material gets damaged and/or lump is formed, the Service Provider shall forthwith inform the Company and keep separate the damaged material and finally dispose off such damaged material as per the written instruction of the Authorized Officials of the Company. The service Provider will store separately trade and non- trade stock and will ensure proper marking at storage locations of trade and non-trade stocks.
- (h) Timely and accurate delivery of material from the go-down on "**first-in-first-out**" basis (unless prevented by exceptional circumstances which shall have been notified to the Company and approved by the Company in writing), strictly as per the delivery instructions given by the designated Officials of the Company (prior notice of which will be furnished to the Service Provider). The Service Provider shall ensure that no damaged/slack bags of the material are dispatched to the customers of the Company under any circumstances and that the dispatches shall strictly conform to the quantity ordered/instructed to be delivered in accordance with the written instructions of the Company.
- (i) Raise Company's invoices on the customers/buyers of the material in strict compliance with the instructions of the Company and send such invoices along with the consignments to the consignees. Simultaneously a copy of such documents shall also be sent to the office of the Company at Jaipur within seven (7) days from the date of issuance of such invoice. The Service Provider shall retain one copy of such documents with him/it.
- (j) The Service Provider will issue E-way bill at the time of dispatch of the material from depot without any fail and keep records of each

E-Way bill w.r.t. Tax Invoice/Bill of Supply/Delivery Challan etc. In case any penalty is levied for lack of documentation then Service Provider will be liable for the same.

- (k) Deal with all matters pertaining to GST laws, Legal Metrology Act and other local taxes.
- (l) Comply with the IT security policy as may be entrusted by Company from time to time promptly and with due diligence.
- (m) Prepare and submit the following reports every week to the Office of the Company:
- i) The material arrival report.
 - ii) Stock reports.
 - iii) Transit material position report.
 - iv) Damage material report.
- (n) Not to directly sell the material or receive or collect any sale proceeds in cash from any customer/buyer(s) to whom the Company may sell or has sold material unless specifically instructed by the Company in writing through its authorized Official.
- (o) Coordinate with the Officials of the Company regarding arrival/dispatch of the material and follow all instructions of the Company and its authorized representatives given from time to time for proper and efficient performance of this Agreement.
- (p) Make proper and sufficient arrangement of appropriate labour/workforce/equipment to unload and stacking of the material from transport vehicle at the go-down and reloading of the same onto the Trucks/vehicles for onward movement to various destinations as per instructions of the Company's authorized officials.
- (q) Coordinate with authorized secondary transporter of the Company and arrange sufficient numbers of GPS enabled trucks/other commercial vehicles for secondary transportation movement of the material from the go-down to such destinations as advised by company officials from time to time and shall raise the bill directly in the name of the company on the pre-approved rates and the company shall directly pay/settle the Transporter Bills. In case of any loss/theft/damage occurred during secondary transportation movement, the Company shall have absolute right to debit the accounts of the Service Provider by such amount. The Service Provider will physically verify the quantity of the material during unloading and report any shortages/damages to the Zonal Head.
- (r) The Service Provider will keep separate record of all the plants trucks dispatched on Stock Transfer Challan with Plant Excise Invoice, LR and State Trade Inward Form as required and make sure that such

trucks arriving at the depot are unloaded in reasonable time so as to minimize the truck turnaround time (TAT).

- (s) Coordinate with the transporters to ensure safe, speedy, in good condition and correct in weight delivery of the material from the go-down to various destinations and procure the valid acknowledgment receipt towards proper delivery of the Material from the authorized signatory along with stamp on the Lorry Receipts (**LRs**) from the Transporters.
- (t) To Ensure acknowledgement of goods receipt in SAP is completed by the end of same day of consignment reporting at warehouse during operational hours and by next morning 10 AM for the trucks received after working hours. Post Goods Issue (PGI) entries will be done in SAP for all deliveries simultaneously/by the end of the day.
- (u) To ensure display of the following information at the entry gate of the go-down:
 - i) GST Certificate
 - ii) Address of the Go-down with Company's name
 - iii) Bank Hypothecation Board
- (v) To do all acts or things that may be required and necessary for due discharge of the obligations efficiently as the Service Provider to perform any other functions that may be assigned and/or required to do from time to time by the Company, be true and faithful in all dealings with the Company and to do the best to safeguard and protect the Company's interest in all and every manner and respects.
- (w) Notwithstanding anything contained in this Agreement, the Company shall have the unfettered right to remove the stocks of the material lying in the go-down of the Service Provider at any time with prior notice of 24 hours to the Service Provider without any objection or demur raised by the Service Provider in this regard.

5. Set Off

Any sum of money due and payable to the Service Provider (including security deposit and interest, if any thereon) under this Agreement may be appropriated by the Company for set off against any claims of the Company arising out of this Agreement or any other Agreement between the Service Provider.

6. Service Charges & Payment

- 6.1 In consideration of the Service Provider agreeing to provide to the Company the said Services as mentioned in Clause 4 herein above, the Company shall pay to the Service Provider the Service charges as provided in "**Schedule A**" hereunder written or at such other rate as

may be determined and decided by the Company from time to time and the same shall be payable on monthly basis against Bills only after adjustment of all the amounts due to the Company as per the terms of this Agreement.

- 6.2** The Service Provider shall raise bills for the services rendered under this Agreement to the Company on monthly basis within 7 days after expiry of the month which will be paid/settled by the Company within 21 working days of submission after verifying the correctness of such bills by the authorized officer of the Company subject to any deductions. The payment will be made after deducting necessary taxes as may be applicable and in force from time to time. All moneys payable to the Service Provider under this Agreement shall be paid from the Head Office of the Company or from such other office(s) as may be decided by the Company.
- 6.3** The Service Provider shall strictly follow all the statutory and regulatory rules and regulation applicable for the above activities as enacted/enforced by the Central/State/Local Govt. from time to time including CGST/SGST/IGST as per GST Act. The Service Provider will be liable to pay CGST/SGST/IGST, if any, to the concerned Central /State GST Authorities for the taxable services provided by it to the Company. For this purposes the Service Provider will obtain requisite registration under the applicable GST Rules. The Service Provider shall put the Registration no. of GSTIN/PAN No. on every pre-printed pre-numbered invoice or bill raised by it on the Company or provided by it to the Company.
- 6.4** The Service Provider shall provide inter-alia the following documents to the Company:
- (a) A copy of the latest and valid Registration Certificate obtained by it under the applicable GST Rules.
 - (b) Pre-printed & pre-numbered invoices/bills evidencing payments of CGST/SGST/IGST. Every invoice or bill will separately show the amount of GST tax.
 - (c) Stock register, outward register, inward register and documents as may be necessary under the provisions of GST Act.
 - (d) A certificate along with each invoice/bill under the signature of the Authorized Signatory of the Service Provider certifying that the service tax amount mentioned in the invoice/bill has been deposited by it with the jurisdictional Authorities.
 - (e) The Service Provider shall furnish last three years' Income Tax Return.
- 6.5** The Service Provider indemnify and shall keep the Company fully indemnified against any demand from the Central/ State GST Authorities towards GST tax that is or would be payable in connection

with the services provided by the Service Provider to the Company any penalties that may be imposed by such Authorities in this behalf on the Company.

- 6.6** Any taxes paid by the Service Provider during the course of Services provided to the Company shall be the liability of the Service Provider. The Service Provider shall obtain the necessary GST registration and comply with the provisions of the GST Act and rules. However, the Service Provider will make the payment of any taxes and/or local body taxes, if leviable, on behalf of the Company as may be applicable from time to time and such amount paid towards the taxes will be reimbursed to the Service Provider by the Company on submission of valid proof to the Company of payment of the same on regular basis.

7. Security Deposit

- 7.1** The Service Provider shall deposit a sum of Rs.5,00,000 (Rupees Five lakhs only) towards Security against for due performance of its obligations under this contract. The Company shall have the right to call for further amount as Security Deposit as they may think necessary.
- 7.2** The Company reserves the right to revise the security deposit amount in future. The company may at its sole discretion and liberty, adjust the security deposit amount, as mentioned elsewhere in this Agreement without giving any prior written notice in this regard. Security Deposit amount as agreed shall be maintained at all times during the subsistence of this Agreement and in the event of the deposit being less than the amount agreed for a continuous period of 3 months, this Agreement shall cease automatically without any further notice.
- 7.3** The Security deposit shall be eligible to earn simple interest at such rate as may be decided by the Company from time to time. The interest accrued on such Security Deposit shall be payable proportionately for the period that the Security Deposit remains with the Company and shall be credited in Service Provider's account maintained with the Company. It is clarified that no interest shall be paid or be payable after the notice of termination of this arrangement has been served on the Service Provider or this Agreement has been terminated without notice as per the provisions of this Agreement.
- 7.4** In the event of any breach of the terms of this Agreement, the Company shall be at its sole liberty to adjust the amount of security deposit towards any liberty to adjust the amount of security deposit towards any outstanding of whatsoever liability of the Service Provider and the same shall not be called in question.
- 7.5** In the event of termination of this Agreement, the security deposit will be refunded to the Service Provider after adjusting all the amounts due from the Service Provider and if the Service Provider refuses or fails to collect the same for any reasons whatsoever, for a period of

three (3) months, the amount will be forfeited by the Company. On termination of the Agreement, the Service Provider shall cease to represent the Company in any manner whatsoever. In case of any shortfall, the Service Provider shall pay the amount immediately merely on demand and the Service Provider shall not have absolutely any objection to the same.

- 7.6** The Company has the right to adjust the said Security Deposit provided by the Service Provider against any amount(s) due or recoverable from the Service Provider on any account like failure to provide adequate work force or arrange for trucks when requisitioned by the Company. It shall also be lawful for the Company to appropriate/adjust the amounts due to the Service Provider under the current bills under this Agreement towards all such dues, if any, recoverable from the Service Provider on any account including but not limited to losses or damages suffered by the Company due to acts of omission or commission by the Service Provider or any of his staff/employees/persons claiming under or engaged by the Service Provider.

8. Service Provider's Covenants & Stipulations

- 8.1** The Service Provider shall strictly abide by the directions, guidelines, rules, regulations and/or codes (oral or written) framed by the Company from time to time in respect of all matters relating to the said Services to be provided by the Service Provider while dealing in the cement of the company.
- 8.2** This Agreement is on non-exclusive basis and the Company shall be at liberty and entitled to appoint one or more Service Provider in the allotted area at its sole discretion without any reference to the present Service Provider and the Service Provider shall not be entitled to raise any objection whatsoever in this regard. On such appointment, the Service Provider shall be informed by the Company about the same.
- 8.3** The Service Provider agrees that in case the Company decides to appoint one or more Service Provider, even within the allotted area, then the allotted area as per this Agreement shall be revised/redefined by the Company to which there shall be no objection of any kind from the Service Provider. On such revision/redefining of the allotted area, the Service Provider shall work and render the said Services with respect to the said revised/redefined allotted area as the case may be.
- 8.4** The Service Provider's performance shall be reviewed based on the achievement of targets and other parameters as set by the Company from time to time as prescribed in Annexure A currently. In case of satisfactory performance (which will be decided by the Company at its sole discretion) and/or for any other reasons the Company in its sole discretion shall be entitled to terminate this Agreement with immediate

effect without assigning any reasons whatsoever and without incurring financial liability of any kind therefor.

- 8.5** The Service Provider will make good any loss resulting from pilferage damage, misappropriation, theft or robbery taking place after the receipt of the product. For any such incident for the first time, the Service Provider will pay penalty as prescribed in Annexure A to the company as per the company's rates in the prevailing pricelist for its products but in case of multiple incidents, the penalty will be capped at over and above the material price but restricted upto 20%. If the same incident(s) are repeated again or came to the light again at any point of time, the Company shall have the right to terminate this Agreement with 15 days' prior notice to the Service Provider.
- 8.6** The Service Provider confirms and declares without delay or default at his own costs and expenses shall obtain all requisite licenses, permits, permissions, approvals as required and applicable from any authorities whatsoever which are necessary under any law and observe, perform and comply with requirements of various laws as applicable to his business and keep valid and subsisting all required legal permissions, permits, licenses, registration and approvals and shall also duly keep and maintain all the relevant registers, books of accounts etc.
- 8.6** During the course of clearing, forwarding and handling, if any loss or theft/ damage occurs due to exposure to water, moisture, insects etc. such loss, damage etc. shall be to the Service Provider's account and shall be recoverable by the Company accordingly from any amount due to the Service Provider.
- 8.7** All persons employed or engaged by the Service Provider, temporarily or permanently, directly or indirectly for and in connection with the business of the Service Provider and/or for providing the said Services and/or otherwise shall always be considered and accepted to be the Service Provider's own employees and the Service Provider alone shall be responsible for payment of their salaries, wages and remuneration etc. and for compliance of all laws as may be applicable.
- 8.8** The Service Provider shall, on no account, at any time pledge, hypothecate, charge, mortgage, sell, dispose of or in any other manner encumber the stock of cement lying in the Service Provider's custody or deal with the same in any manner except to hold the same in stock and deliver the same on Company's behalf as per instructions/directions of the Company from time to time. Further, the Service Provider shall not have any authority to make any commitment or create any charge or lien in respect of the goods of the Company.
- 8.9** The value of any shortage and/or damage whether revealed or not revealed in the accounts maintained by the Service Provider after stock reconciliation / verification jointly undertaken, shall be recovered from the Service Provider at the prevailing Company's policy on penalty and

damages and the value thereof shall not be questioned by the Service Provider.

- 8.10** The Service Provider shall maintain all necessary records, books of accounts, registers and other papers / documents in connection with clearing and dispatch of cement, which should be made available to the Company for inspection, when required. The Service Provider undertakes that the information and documents provided to the Company are true and correct and nothing is concealed therefrom. If any information or document found to be incorrect, false or otherwise, this Agreement is liable to be terminated by the Company forthwith only by giving concurrent notice and the same is binding on him/her/them/it.
- 8.11** The Service Provider's performance under this Agreement will be monitored by the Company for a period of three months from the date of commencement of this Agreement and in case if the services by the Service Provider are found to be unsatisfactory by the Company, this arrangement can be terminated at the sole discretion of the Company without any Notice.
- 8.12** The Service Provider shall, under no circumstances whatsoever, make any sale of the cement and other products, entrusted to it by the Company, to itself or to any other firm, concern, company or any entity in which he or any of his relative(s), friends, associates, concern(s), firm(s), companies or any other entity which has any stake of any kind or in any manner. Any breach of this covenant shall be construed to be a Criminal Breach of Trust giving rise to such civil as well as criminal action by the Company as may be deemed fit by the Company.
- 8.13** The Service Provider or any of its employees/staff or any other persons engaged by him for his work shall not have any relationship of any kind with the Company and shall not represent or project himself/itself as the agent or the partner of the Company or in any other capacity whatsoever in any manner or for any purpose or do or allow any of its employees or other persons claiming under him to do any act of omission or commission so as to bind the Company in any manner whatsoever. The Company shall not be bound *vis-a-vis* any third party for any act of omission or commission committed by the Service Provider or his employees or any other person claiming under it unless such action has been previously authorized by the Company.
- 8.14** It is specifically understood that nothing contained in this Agreement shall ever be understood or construed to mean any transfer or bestowing or vesting, in any manner, of any title or ownership of property or any other right in the material entrusted to the Service Provider for carrying and forwarding and the title, ownership and all other rights of all kinds in respect of such material shall and shall always remain vested with the Company and the Service Provider shall be only the Bailee of such material and any other properties of the

Company entrusted to him under this arrangement and therefore would be responsible to safeguard the same.

- 8.15** It shall be the exclusive and sole responsibility of the Service Provider to arrange and organize the necessary work force. No such person so engaged by the Service Provider shall have any relationship of any kind or form with the Company and Service Provider alone shall be responsible to pay the remuneration/wages and other dues, statutory or otherwise, payable to such persons. The Company reserves the right to not allow any person engaged by the Service Provider from entering its premises or do any work for the Company.
- 8.16** The Service Provider shall arrange Protective Equipment for protection against health and safety hazards and also arrange First Aid Box (Equipment), Fire Extinguishers, clean drinking water, proper electricity, sanitation facilities and other basic facilities to its employees/labours.
- 8.17** In case of any accident occurring while loading/unloading or stacking of the cement and other allied products at the go-down or at the destination, the Service Provider alone shall be fully responsible and liable for any consequences arising out of or in connection with such accident and shall be liable for the same without any claim of any kind on the Company on this account. The Service Provider shall at its own cost purchase a workmen's compensation insurance policy to fully and effectively insure its obligations towards the personnel employed by the Service Provider on its payroll to perform the scope of work under this Agreement.
- 8.18** The Service Provider or any of its employees or staff or any other person claiming under it shall not, except as is required to perform the scope of Services under this Agreement, disclose/divulge to any third person any information relating to the Company or its business which such person comes to know or can reasonably be expected to know or is made known by the Company in the course of performance of this Agreement, including the Company's confidential information, policies, strategies, plans, procedures, system, data, information, documents, agreements etc. Any failure on this account shall tantamount to criminal breach of trust entitling the Company to initiate appropriate steps against the Service Provider and /or such person to safeguard its interests and recover all consequential losses and damages from the Service Provider.
- 8.19** The Service Provider expressly understands and agrees that it shall not store any other material or store any hazardous and/or inflammable products in the go-down and the Company and its authorized representatives shall be given all facilities to inspect the go-down, the stock of the material or any aspect of the scope of work or obligations of the Service Provider herein contained at any time.

GANESHA TRADERS

21/Sept
Proprietor

8.20 The Service Provider agrees and undertakes to pay without demur and on demand by the Company, any losses occasioned to the stock of the material due to negligence or breach of any of the agent's obligations or covenants herein contained by or on behalf of or on account of the Service Provider as determined by the Company. It shall be lawful for the Company to appropriate the Security Deposit given by the Service Provider against such loss and if the loss is in excess of such Security Deposit, recover the difference from the Service Provider. Failure to pay the amount so demanded by the Company under this clause within three days of communication of the demand will render the Service Provider liable to pay interest @ 18% p.a. from the date of demand. Nothing herein contained shall be deemed to prejudice the right of the Company to take such other action as may be expedient under law to protect its interests or to recover any money due to it on account of the said negligence or breach.

9. Company's Covenants

- 9.1** The Company is fully entitled and competent to enter into this Agreement and there is no bar or restraint of any nature whatsoever regarding the same.
- 9.2** The Company agrees that while entering into Agreements with other Service Providers, the Company shall in no way prejudice or adversely affects the rights and obligations granted to the Service Provider under the present Agreement.
- 9.3** The Company agrees to provide all necessary assistance and extend full co-operation and support to the Service Provider as may be required and necessary from time to time with regard to and/or in connection with providing the said Services by the Service Provider.
- 9.4** The Company shall comply with the requirements of all statutes as may be applicable to it.
- 9.5** Notwithstanding anything contained in this Contract, the Company shall have the right to remove the stocks of the material lying in the go-down of the Service Provider at any time with prior notice of 24 hours to the Service Provider without any objection or demur raised by the Service Provider in this regard.

10. Non-Assignability and Binding Effect

- 10.1** The rights and obligations of the Service Provider under this Agreement shall not be transferred or assigned. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, administrators, executors and legal representatives as the case may be.
- 10.2** The Service Provider hereby acknowledges that prior to the execution and delivery of this Agreement, the Service Provider has:

- (a) carefully read and understood the terms and conditions contained in this Agreement under legal advice; and
- (b) not relied upon any statement, representation or warranty made by the Company and/or any of its representatives, employees or agents other than as expressly set forth in this Agreement.

11. Intellectual Property, Confidentiality and Non-Disclosure

- 11.1** The Company does not by this Agreement grant to the Service Provider any license or right to any trade name, brand name, trade mark, copyright, service mark, logo typing or related characteristic of the Company and the Service Provider acknowledges that the Company's trademarks, copyrights are the symbol of its goodwill and the Service Provider agrees that it shall not commit any act that may diminish or harm in any manner the general reputation and importance of the Company's trade names, brand names, trademarks, copyrights, service marks, logos or other intellectual property.
- 11.2** The Service Provider undertakes that it shall promptly notify the Company if the Service Provider becomes aware of the infringement of the Company's trademarks or trade names or copyrights or any other intellectual property rights. The Service Provider undertakes that he/it shall not use, register or attempt to register or assert rights to, in any location worldwide, any service mark, trademark, trade name, brand name domain name or Company name which contains any of the business names of the Company.
- 11.3** The Service Provider acknowledges that the information, data and other matters concerning the Company's business plans, strategy and customers received/obtained for the purposes of and in the course of this Agreement, are confidential and of substantial value to the Company as their value would be impaired if the same be disclosed to any third parties or used or becomes available for use by any person other than the Company. The Service Provider agrees that he shall not use for own account or the account of any third party, or disclose to any third party, any such data, confidential information etc. other than necessary to fulfil the obligations of the Service Provider hereunder.
- 11.4** The Service Provider shall use a high degree of care to prevent the unauthorised use, disclosure or release of confidential information and shall disclose confidential information only when required under law and only to own employees on a need to know basis with the prior written consent of the Company in each such instance of disclosure.
- 11.5** The Service Provider shall execute appropriate written agreements with own employees for the purpose. In particular it is expressly agreed by the Service Provider that the Service Provider and all persons employed by them shall not divulge to any other person any of the Company's

GANESHA TRADERS

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secrets, policies, strategies, process, plans, procedures, systems, data, information, documents, agreements, contracts, quotations, prices, orders etc. and any infringement of this condition shall be construed breach of trust and in the event of such breach, the Service Provider shall be solely and wholly responsible for all consequences of the same both under civil and criminal law.

11.6 The Service Provider shall not use or allow others to use the terms and conditions herein agreed as precedents in future commercial negotiations or transactions between the Service Provider and third parties.

11.7 The activities done by the Service Provider for the Company are of confidential nature and are not to be divulged to the third party/competitor. If the Service Provider is found to be involved in leaking or causing to be leaked any confidential information relating to the business of the Company to any unauthorized person(s) and/or competitor of the Company, the Company shall be entitled to terminate this Contract forthwith and forfeit the Security Deposit provided by the Service Provider to the Company under the terms of this Contract.

12. Termination

12.1 This Agreement shall terminate (a) on the expiry of the duration of this Agreement unless extended in writing and (b) if the Company is, for any reason whatsoever, prevented or prohibited from conducting the business with the Service Provider or by virtue of any law from continuing to give effect to this Agreement.

12.2 The Company may terminate this Agreement with immediate effect:

- (a)** on the occurrence (in the Company's sole opinion) of any breach of this Agreement by the Service Provider;
- (b)** Changes its constitution in any manner which is or would be different from what it was at the time of signing of this Contract;
- (c)** if the Service Provider goes into insolvency or liquidation either compulsory or voluntary or if a receiver is appointed in respect of the whole or any part of his/its assets or if the Service Provider makes an assignment for the benefit of or composition with his/its creditors generally or threatens to do any of the above or any decree is passed or execution is levied against the Service Provider;
- (d)** if the Service Provider commit a breach of any of the terms and conditions of this agreement (of which the Company shall be sole judge) or engages in any conduct prejudicial to the business or interests of the Company (as determined by the Company in its sole opinion)

- (e) the Service Provider commits any criminal offence;
- (f) if the Service Provider commits any breach or misconduct/misbehave with the officials of the Company or the Company suffers any loss due to negligence on the part of Service Provider or he/it acts with conflict of interest or incompetently and;
- (g) if commits any fraud and/or indulges any malpractices, bribery in any manner, which comes to the knowledge of Company directly or otherwise.
- (h) If for any reason , the Service Provider is prevented from performing its duties hereunder for a continuous period of three months or for a total period of three months in any period of twelve calendar months.
- (i) Failure by the Service Provider to render accounts and duly account for the stocks of the Material entrusted to the custody of the Service Provider hereunder, as provided in this Agreement.
- (j)

12.3 In case of the above (12.2), the Service Provider shall be liable and responsible for all the consequences.

12.4 Notwithstanding anything herein contained, the Company reserves its unfettered right to terminate this Agreement at any time without any prior intimation and without assigning any reason thereof.

12.5 This Agreement can also be terminated with **30 days'** prior written notice by either side without assigning any reason/s therefor. On termination of this Agreement, the Service Provider agrees and undertakes:

- (i) that they will not deal or represent or hold out as the Service Provider of the Company from the date of termination;
- (ii) to pay to the Company forthwith, all amounts due or owing by him/her/them/it to the Company and in default shall be liable to pay interest @ 18% p.a. on all the sums payable from the date of termination till actual payment;
- (iii) that the Company may at its sole discretion adjust the amount of security deposit plus interest, if any, accrued thereon against the amount due;
- (iv) to return to the Company forthwith all goods, records, challan books, tarpaulins, articles, things, samples, publicity materials, SAP infrastructure including computers etc. lying with them and render the accounts of the same;

(v) that notwithstanding the termination of this Agreement, he/she/it/they shall not divulge or allow to be divulged to any person any confidential or commercial information about the Company or its production, process or goods or the affairs of the Company at any time.

12.6 The Company, on termination/cancellation of this Agreement, will refund the Security Deposit by cheque along with interest, if any, to the Service Provider after adjusting all dues receivable from them by the Company. If the Service Provider does not accept the termination letter and/or realise the refund of security deposit, sent by the Company, the Company is not liable or responsible to pay any interest on the unclaimed security deposit for any reasons whatsoever from the date of termination. Further, in the event of not collecting or realising the security deposit within 3 (**three**) months from the date of termination, the right on the same will be presumed to have been waived in favour of the Company and accordingly the same shall stand forfeited without any obligations on the part of the Company. If, however, the Security Deposit and the interest, if any, thereon is not sufficient to recover the dues of the Company, the Service Provider shall make the payment forthwith to the Company without any demand for the same. In case of default, the Company is at liberty to recover the same from the Service Provider with interest @ 18% p.a. from the date of termination till the date of payment.

12.7 The termination of this Agreement, however, shall not absolve either party from any liability, which it may have to the other under this Agreement, prior to termination.

12.8 It is clearly agreed and understood that any breach of the term of this Agreement by the Service Provider or misappropriation of the Company's property shall be clearly understood as an act of criminal breach of trust committed by the Service Provider within the meaning of Section 409 and also Section 408 of the Indian Penal Code and any of the cognate sections of the Indian Penal Code. Such acts shall also clearly mean acts of dishonesty and misappropriation of Company's property for wrongful gain.

12.9 On termination of this Agreement, howsoever occasioned, the Service Provider shall promptly forthwith return to the Company all stocks of the material, property, account books, publicity material including all samples, patterns, instruction books, technical pamphlets, catalogues, advertising material, POP material, signboard and all other documents pertaining to or maintained under the scope of work herein, which are or are reasonably expected to be in the custody of the Service Provider under this Agreement. The said material shall always remain the property of the Company and the Service Provider shall hold the same as bailee till termination of this Agreement.

13. Relationship of Parties

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- 13.1** It is specifically made clear that this Agreement is executed on the relationship of Principal to Principal basis. It is expressly agreed and understood between the parties hereto that if for any reason the employees of Service Provider or any of the Service Provider representative are/is to be treated as Company's employees pursuant to any statutes, rules, and regulations enacted in that behalf, or pursuant to any award or decision of the court or otherwise, this Agreement will automatically stand terminated forthwith.
- 13.2** The Company shall not be bound *vis a vis* any third party for any act of omission or commission committed by the Service Provider or its employees or any other person claiming under it unless such action has been previously authorized by the Company in writing.

14. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject-matter hereof and there are no representations, warranties, agreements or collateral understandings, oral or otherwise, express or implied, affecting this Agreement not expressly set forth herein. This Agreement supersedes all prior agreements, correspondence and communications oral or written, made between the parties with respect to the subject hereof.

15. Statutory Compliances

The Service Provider shall be solely responsible for the terms and conditions of service of their employees and shall comply with all laws and statutory notifications, rules and regulations etc. governing their/his employees as may be in force from time to time such as Contact Labour (regulation& Abolition) Act 1970, Employees Insurance Act 1946, The Employees Provident Fund and Miscellaneous Act, 1952, Minimum Wages Act Workman Compensation Act, 1923, Shops & establishment Act, and also extend to them all statutory benefits whatsoever to which they are entitled and the Company will not be responsible or liable for such payments. The employees of Service Provider or any his representative will have no claim whatsoever to employment with the Company either during the tenure of this Agreement and/or after termination and the Service Provider will engage its employees on its expenses and understanding. There shall be no privity of contract between the Company and any employee of the Service Provider. The Service Provider will ascertain, maintain and display all the required documents and records required under the various statutes and laws applicable.

16. Indemnity

The Service Provider hereby indemnifies and shall keep always indemnified, save harmless the Company, its men, officers, agents and employees harmless against any charges, duties, penalties, fines, costs, damages, losses, claims, suits, injunctions etc. accruing, arising out of

or in relation to anything done or omitted to be done by the Service Provider and or by any of his agents, workers, employees or any other third party, under this Agreement, whatsoever arising out of:

- i) Failure to fulfill or deficiency in fulfillment of any of the obligation stipulated in this Agreement;
- ii) Any injury to or death of workmen or other persons/employee engaged by the Service Provider, loss or damage to property or claims of workmen resulting directly or indirectly from his performance or execution of work by himself or through others or failure thereof, whether or not due to any act or default of the Service Provider or of any person deployed by it.

17. Force Majeure

Both the parties shall be released from their respective obligations in the event of any act of God including flood, earthquake, fire, etc., national emergency, war, prohibitive Governmental Regulations which renders the performance of the Agreement impossible ("**Force Majeure**") whereupon:

- (a) all amounts due to the Company shall be paid immediately; and
- (b) the Service Provider shall forthwith cease dealing in the products of the Company.

Provided that if the aforesaid force majeure conditions continue for a period beyond 15 (fifteen) days, then the parties hereto are at liberty to terminate this Agreement forthwith by giving concurrent notice.

18. Waiver

The failure on the part of the Company to enforce at any time or for any period anyone or more of the terms or conditions of this Agreement shall not be construed as a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

19. Severability

If any provision of this Agreement shall be held to be void or unenforceable under the law, such provision/s shall be deemed amended or deleted, to such extent as may be necessary, so as to conform to the law and the remaining provisions of this Agreement shall remain valid and enforceable, so as to sub-serve its intent and the purpose.

20. Notice

Any notice required to be given by the parties to each other shall be deemed to have been sufficiently served if sent to the address of the

parties as mentioned in the title of this Agreement (or as notified in writing subsequently) by hand delivery with acknowledgement, by registered post/speed post with acknowledgement due. Such service shall be deemed to have been effected on the 4th day of handing over of the registered cover to the postal authorities irrespective of refusal to accept service by the parties.

21. Ethical Reporting Policy

- 21.1** Service Provider is aware that the Company has instituted a whistle-blower policy which is a part of the Code of Conduct initiated by the Company to promote the highest standards of professionalism, honesty, integrity and ethical behaviour within the organisation.
- 21.2** Service Provider hereby declares that they have not paid or agreed to pay any favour either in cash or kind to any of the officials of the Client either directly or indirectly to secure this Contract/Agreement and further undertake to promptly inform the Company if any such demand is made in future by any officials either directly or indirectly.
- 21.3** Service Provider is also aware that if it is found indulged in any of fraudulent, unfair or unethical practices, Service Provider shall be liable for such action at the sole discretion of the Company including termination of this Agreement with immediate effect and the decision of the Company in this regard shall be final and binding on the Service Provider. Besides, the Service Provider is liable and responsible for all consequences and cost.
- 21.4** The Service Provider, in the performance of scope of work shall be truthful and faithful in all dealings and will put in the best effort to safeguard the interests of the Company.
- 21.5** The Service Provider shall not do or cause to be done any act, deed or thing that would be prejudicial to the interests of the Company in any manner.

22. Operation, Health & Safety (OH&S) Policy

- 22.1** The OH&S Policy of the Company formulated and enforced from time to time relating to safety measures and occupational health to be observed by Service Provider, his/its employees / workers / agents / representatives, if any, during the subsistence of this Agreement shall regularly provide necessary training on safety to all their employees / workers / agents / representatives engaged for performing the work covered under this Agreement.
- 22.2** In case of violations of any safety policies of the Company in any manner, the Company may impose such penalty on the Service Provider as deems just and proper. This is without prejudice to all other rights the Company legally entitled to take appropriate steps including the termination of this Agreement with immediate effect.

23. Arbitration

23.1 Any disputes, differences and doubts whatsoever which may arise between the parties hereto during the continuance of this Agreement shall be resolved amicably within 30 days, failing which, the same shall be referred to arbitration of a Sole Arbitrator, appointed by the Company, whose decision and Award shall be final and binding on both the parties. Such arbitrator shall have the power to make interim Award/s, have summary powers, as well as power to make Award/s without giving reasons.

23.2 The arbitration will be in English language.

23.3 All such arbitration proceedings shall be held at Kanpur and shall be in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification(s), re-enactment thereof for the time being in force.

24. Jurisdiction & Governing Law

Subject to the forgoing clause no.22, matters arising either from any arbitration proceedings between the Parties or those involving any injunctive relief shall be subject to the exclusive jurisdiction of the competent Court in (COURTS OF PLACE OF EXECUTION) only and this Agreement shall be governed by Indian Laws.

25. Amendment

25.1 Any additions, deletions or modifications to this Agreement by letter or otherwise shall be binding on both the parties, if the same are reduced into writing by mutual consent.

26. The terms and conditions of this Agreement have been explained in detail to the Service Provider in vernacular language as understood by the Service Provider and only upon understanding and agreeing to the consequences thereof, the Service Provider has signed and executed the same.

27. This Agreement may be executed in two counter parts each of which when so executed will be deemed an original and such counter parts together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and year first above-written.

SIGNED AND DELIVERED by the)
Within named **Company**,)
JK CEMENT LIMITED)
through its Authorised Signatory)

Mr. Pushparaj Singh
in the presence of :

1)

2)

SIGNED AND DELIVERED by the)

Within named "**Service Provider**",)

M/s Ganesha Traders,)

through its Proprietor/, **Mr. Rohit Katara**)

Director(s)/Karta)

GANESHA TRADERS

Rohit
Proprietor

Shri _____)

in the presence of :)

1) Raju Baguel , Mangrol Road Mania, 0441079587, Raju

2) Akash Parasuram, Santan Road Dholpur, 8947904076, Akash

SCHEDULE I

SERVICE CHARGES PAYABLE TO THE SERVICE PROVIDER

S.No.	Description of Charges payable	Charges payable
1	Unloading from Vehicle & Stacking in Go-down: (i) For 50KG, 40KG and 30KG (ii) For 25KG, 20KG, 5KG and 1KG	50 Per MT
2	Loading from Go-down to Vehicle (i) For 50KG, 40KG and 30KG (ii) For 25KG, 20KG, 5KG and 1KG	
3	Services Charges: (i) HDPE bags (ii) Paper bags (iii) (iv) (v)	Per MT only OR Rs. _____ (whichever is higher)
4	Fixed Facilitation Charges	Rs. 10000 Per Month (Salary of go-down keeper and computer operator)
4	Local Transportation Go-down to Customer Place	Bill to be raised directly in the name of the Company
5	Local Transportation Yard to Godown	Bill to be raised directly in the name of the Company
6	Water & Electricity Expenses	On Actual Basis
7	Telephone/ Internet	On Actual Basis
8	Stationery Charge Reimbursement	On Actual Basis
9	Reimbursement of Taxes, if any	As Applicable
10	Go-down Rent (applicable only if owned by Service Provider)	Rs. _____ per SQFT

Note: The Service Charges as fixed above are subject to change at any time at the sole and absolute discretion of the Company

Annexure A

Description	Performance Review of the C&F Agent

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SL	Performance Measure	Metric	Penalty	Penalty Frequency
1	Product damage, wastage and pilferage	All damages are accountable to CFA after receipt of material	On Actuals to CFA	Monthly
2	Physical stocks & SAP reported quantity matching	All stocks(cement & merchandize) in system should physically match with go-down stock by material & age	Value of the stock on Bill value + Rs 15 per bag+ Penalty of Rs. 10000; termination on 2 nd instance	Monthly
3	Inventory Ageing and FIFO adherence	Ageing of the material should not be greater than 30 days.	Responsibility of Marketing if not enough orders from Depot, else 4% of Monthly Commission to CFA	Quarterly
4	Segregation & disposal of damaged material in the depot	Availability of a segregated storage space & proper disposal mechanism as specified by the company	4 % of Monthly Commission	Quarterly
5	Customer complaints regarding delays, damaged products, & wrong products shipped, etc.	No complaints	1 % of Monthly Commission	Quarterly
6	Maintenance of the depot	Cleanliness, upkeep, protection from rain, moisture, theft and other storing hazard.	1 % of Monthly Commission	Quarterly
7	Compliance with laws	No cases against the C&F agent regarding non-compliance with GST, local-tax, labor and other laws.	4 % of Monthly Commission	Monthly
8	Weekly reporting on arrival of materials, damaged materials, transit materials, stock reports and shortage	Within 2 days from end of week/month	1 % of Monthly Commission	Monthly
9	Submission of bills and acknowledgement from dealer	By 3 rd of every month for the previous month	1 % of Monthly Commission	Monthly

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