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**SERVICES AGREEMENT**

This Agreement is entered into at Kolkata on this 07<sup>th</sup> day of July, 2017, between

**LIFESTYLE INTERNATIONAL PRIVATE LIMITED**, a Company registered under the Companies Act, 1956, having its Registered Office at No 77 Town center, Building No3. 1<sup>st</sup> floor, west wings off old airport Road, Yemlur P O, Bangalore 560 037 hereinafter called the "**COMPANY**" (which expression will mean and include its administrators, successors and assigns);

AND

**IH&MS INTEGRATED SOLUTIONS INDIA PVT. LTD.**, a Company registered under the provision of Indian Companies Act of 1956 having its registered office, 304, 3<sup>rd</sup> Floor, Nyati Millennium, Viman Nagar, Pune-411014, (Maharashtra). , Represented by its Authorized Signatory **Mr. Arun Kumar Singh** hereinafter called the "**CONTRACTOR**" (which expression will mean and include its administrators, successors and assigns).

(Herein after the FIRST PARTY and the SECOND PARTY shall collectively be referred to as 'Parties')

**IH&MS Integrated Solutions India Pvt.Ltd.**

Authorised Signatory



R. Patwari



## WHEREAS:

- A. The Company is engaged in the business of operating retail outlets in India.
- B. The Contractor is engaged in the business of providing Tailor Services to various establishments and represents that it has obtained all the necessary permissions, sanctions and licenses from the concerned authorities for rendering such Services, which are valid as on date.
- C. The Contractor has offered to provide its Services to Company's various locations /retail stores as per its requirements ('Company Premises') and the Company has agreed to avail the Services from the Contractor as per the terms and conditions set out below:

## NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

### 1. Duration

This agreement will be for a duration of 12 months commencing from 05-May-2017 unless terminated by the company in terms of this Agreement.

### 2. Relationship

This agreement is entered for the purpose of Contractor providing services to the company on a principal to principal basis.

### 3. Scope of Services

The scope of Services to be rendered is as per **Annexure I** to this agreement and as amended from time to time.

### 4. Service Fee/Payment

- a. The Contractor will be entitled to a fee for providing services as per **Annexure II (Fee)**.
- b. The Contractor will raise monthly invoice towards aforesaid fee by 1st day of the month, following the month for which it is due along with supporting certificates, documents or reports and statutory returns as prescribed by the Company from time to time.
- c. The Company will make payment within 30 (thirty) days of receipt of the invoice, subject of the same being in order.
- d. Except for the Fee and tax arising, the Company will not be liable to pay any other amount to the Contractor.

### 5. Obligations and undertaking of the Contractor

The Contractor hereby agrees and undertakes to:

- Provide effective Services at the Company Premises by deploying adequate number of trained staff personnel. For providing effective Services, the Contractor will determine in consultation with the Company, the number of personnel required from time to time.
- If the Contractor fails to deploy the required number of personnel on any occasion, the Company will be entitled to hire the services of any other agency and the additional cost incurred by the Company in connection with such Services will be borne by the Contractor.
- Ensure that the personnel deputed by it at all times are on the rolls of the Contractor as its employees.
- Ensure compliance of all its obligations under applicable laws as the employer of the personnel deputed at the Company Premises, including but not limited to those relating to Tax, Labor,

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Employees State Insurance (ESI), Provident Fund, Gratuity, Payment of Bonus, Shops and Establishment Act, Contract Labour, Payment of Wages, Minimum Wages, Workmen Compensation, laws regulating Private Security Agencies etc. and such legislations /modifications thereto from time to time.

- Obtain and maintain all statutory licenses/ registrations as required under applicable laws
- Obtain adequate health/ life insurance cover for its employees/ personnel at its own cost.
- Be solely responsible for hiring, controlling, supervising or training of its employees engaged under this Agreement.
- Depute one or more of its employees as supervisor under whose supervision and directions the Services under this Agreement will be carried out.
- Conduct police verification of the antecedents of its employees deployed at the Company Premises, if required.
- Ensure highest standards of hygiene and fitness are maintained by its employees.
- Provide uniform, shoes, identity card, badge etc. to be worn by its employees at the Company Premises.
- Furnish to the Company statutory compliance reports in such formats as the company may require.
- Ensure its employees do not cause any loss or damage to the assets of the Company.
- Ensure that the personnel engaged by it to comply with rules, regulations and policies of the Company prescribed from time to time.
- Immediately remove/ replace such employees from the Company Premises, in case of breach of any of the terms of this Agreement or misbehavior by any of its employees.
- Nominate one person as a single point of contact to liaise with the Company in respect of all matters as mentioned in this agreement.
- Immediately inform the Company in writing about any changes in its constitution, shareholding, ownership, management, etc.
- Not to do anything, which may adversely affect or in any way injure the reputation of the Company.
- Do such things as may be required by the Company from time to time for providing effective Services.

## 6. Indemnification

The Contractor agrees to Indemnify and keep the Company, its officers and employees fully indemnified against all losses, damages, penalties, fines, costs, third party liabilities, etc arising due to any act or omission on part of the Contractor, its employees, personnel/s and or any non-compliances, misrepresentations, breach of any of the terms of this Agreement by it or by its employees or any act which involves any act of theft or any damage or loss caused to the assets of the Company by its personnel deployed at the Company's premises.

The Company reserves its right to deduct all cost, from the fees payable to the Contractor under this agreement.

## 7. TERMINATION

The Company will be entitled to terminate this Agreement by giving 30 days' notice in writing without assigning any reasons.

The Contractor will be entitled to terminate this agreement without assigning any reasons by giving 60 days' notice in writing.

## 8. OTHER TERMS AND CONDITIONS

- Notices to be given under this Agreement will be in writing and will be addressed to the parties at their respective addresses as mentioned in this agreement. The parties agree to notify each other in writing of any change of their address, if any.

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- If any provision of this agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement will nevertheless remain in full force and effect.
- Neither Party shall assign any of its right and/or obligations under this agreement to any other third party.
- This Agreement will be subject to the exclusive jurisdiction of the courts at Kolkata, West Bengal.

**Witness:**

**For Lifestyle International Private Limited**



.....  
Name: Mr. Prabal Ghose  
Designation: Regional Commercial Manager

**For IH&MS INTEGRATED SOLUTIONS INDIA PVT. LTD**

*IH&MS Integrated Solutions India Pvt.Ltd.*

.....  
Name: **Mr. Arun Kumar Singh**  
Designation: **Director**

*IH&MS Integrated Solutions India Pvt.Ltd.*

*Authorised Signatory*

*R. Palwal*

## Annexure 'I'

### Scope of services

#### Facility Status

**GDX FACILITY & MANAGEMENT SERVICE (P) LTD.** shall be responsible to provide Tailor Services to Lifestyle International Private Limited –Max Retail division, Odisha Stores as below:

#### General Scope

During the term of this agreement Contractor shall be responsible to

- Ensure considerable knowledge of the principles, practices and standards of tailoring as well as working knowledge of retail shop operations
- Ensure fit and study garments on customers to determine required alterations.
- Ensure to complete Alteration to garments by using a thread or sewing machine.
- Measure parts such as sleeves or pant legs, and mark or pin-fold alteration lines. Measure materials to mark reference points, cutting lines, or other indicators.
- Ensure that he has the ability to operate and use sewing equipment and tools
- Be able to work quickly and efficiently deliver the services
- Ensures that measurements as per customer requirements are taken and adhered
- Ensure the no damages to Sewing machine and tools used for tailoring
- Maintain the alteration registers as per process and issues alteration slips
- Ensure that are no damages to merchandise
- Ensure monthly request for tailoring materials to be given to the store manager

#### PENALTIES TO BE IMPOSED FOR BREACH/VIOLATION OF TERMS BY CONTRACTOR

##### Key Breach Penalties:

In addition to indemnification agreed hereinabove, a penalty will be imposed by the Company on the Contractor in the following circumstances, as per rates indicated below, which will be adjusted from the monthly fee or payable by the Contractor separately, upon receipt of advance intimation from the Company

Loss of office assets & equipment's by act or negligence of employees of the contractor	As per depreciated value of the asset, decided by internal auditors of the company
a. Misuse of Company Telephone /Equipment/ Machineries/stationeries other assets.	Rs. 1000/- to be deducted as penalty for every such occurrence, with right to required replacement of specific personnel forthwith
b. Lack of proper grooming with neat & clean uniform	
c. Rude or Inappropriate behavior at company's premises or with its employees.	
d. Violation of Company's rules, timings and restrictions.	
e. Creating unions/ groups etc, and creating nuisance at company's premises.	

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**Annexure "II"**

**Monthly Service Charges**

All the above scope of work will be carried out at a monthly amount, which is as follows:

Sl. No.	Particulars	Monthly Charges (Rs.)
1.)	Charges for Tailoring Services Of Lifestyle International Pvt. Ltd Max Retail Division BALARAM PALACE 586, Baharbisinagar Opposite Madhupatna Police Station CUTTACK - 753010	Rs.12030/- ✓

Note:

- 1) Above mentioned fixed charges are exclusive of Government Taxes
- 2) Any additional charges will be mutually agreed and billed separately.

**Witness:**

**For Lifestyle International Private Limited**



.....  
Name: **Mr. Prabal Ghose**  
Designation: Regional Commercial Manager

**For IH&MS INTEGRATED SOLUTIONS INDIA PVT. LTD**

**IH&MS Integrated Solutions India Pvt.Ltd.**

.....  
Name: **Mr. Arun Kumar Singh**  
Designation: **Director**

**IH&MS Integrated Solutions India Pvt.Ltd.**

.....  
Authorised Signatory

R. Pawar