



INDIA NON JUDICIAL



IN-UP04215894547009W

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Certificate No. : IN-UP04215894547009W  
 Certificate Issued Date : 30-Sep-2024 02:07 PM  
 Account Reference : NEWIMPACC (SV)/ up14051604/ GAUTAMBUDDH NAGAR 2/ UP-GBN  
 Unique Doc. Reference : SUBIN-UPUP1405160404020440555232W  
 Purchased by : VYOMFACILITY INDIA PVT LTD  
 Description of Document : Article 5 Agreement or Memorandum of an agreement  
 Property Description : UP  
 Consideration Price (Rs.) :  
 First Party : GAUR ATULYAM APARTMENT OWNERS ASSOCIATION  
 Second Party : VYOMFACILITY INDIA PVT LTD  
 Stamp Duty Paid By : VYOMFACILITY INDIA PVT LTD  
 Stamp Duty Amount(Rs.) : 100  
 (One Hundred only)



Please write or type below this line

**CONTRACT AGREEMENT FOR IFM SERVICES**

This AGREEMENT FOR IFM Services is hereby made and entered at **Gaur Atulyam Apartment Owners Association Omicron-1 Greater Noida Gautam Budh Nagar Uttar Pradesh-201310** on this 15<sup>th</sup> September- 2024 by and between;

**Vyomfacility India Private Limited** carrying on business of providing IFM Services having its office at **Corporate Office, No-114 S-1 Floor Urbtech Trade Centre-55, B Block Sector-132 Noida-201304, Uttar Pradesh**, herein after referred as "Contractor" (which term and expression shall mean and include its legal heirs, representatives, agents, and successors) through its Authorized Signatory/Director (Mr. Manvendra Singh) of the FIRST PART;

AND

**Gaur Atulyam Apartment Owners Association AOA Office Gaur Atulyam Omicron-1 ,130 Meter Road**



Handwritten signatures and names of authorized signatories.



Handwritten signature of Manvendra Singh.

For authenticity of the Stamp certificate, it should be verified at [www.shikharstamp.com](http://www.shikharstamp.com) or using e-Stamp Mobile App or any other party in the details on this e-stamp certificate and as available on the website / Mobile App renders it invalid. In case of checking the legitimacy is on the users of the certificate. In case of any discrepancy please inform the Competent Authority.

**Gautam Budh Nagar Uttar Pradesh-201310**, a registered Entity Registered under Section 14 Of the UP Apartment Act 2010 bearing Registration No. GBN / 00387/2021-2022 Having Registered address at Gaur Atulyam Apartment Owners Association AOA Office Gaur Atulyam Omicron-1, 130 Meter Road Gautam Budh Nagar Uttar Pradesh-201310. Hereinafter Referred to as the Society or Client (which term and expression shall include its legal heirs, successors, agents, assignees and executors) through Elected Board Members, of the OTHER PART;

WHEREAS:

1. Service Provider who is experienced in providing Facility Management Services, to several of his clients and has adequate resources for rendering such services. Moreover, the contractor has represented the client that they have obtained all the approvals required under all the laws and offered to provide the aforesaid services at (Hereinafter referred to as "Site") Gaur Atulyam Apartment Owners Association AOA Office Gaur Atulyam Omicron-1,130 Meter Road Gautam Budh Nagar Uttar Pradesh-201310 and the Client has agreed to avail the said services being provided by the Contractor.
2. The Client is desirous of having Facility Management Services at its above-mentioned Site and the Service Provider has offered to provide the required services to the Client.
3. Based on the representations and warranties of the Service Provider, the Client has agreed to avail the IFM Service Provider in relation to the above-mentioned Site on such terms and conditions as more specifically mentioned hereinafter.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. SCOPE OF SERVICES

Service Provider shall Provide Facility Management Services at the said Site of the Client along with the manpower, (hereinafter collectively referred to as "Services"), together with such reasonable modifications as the Client may from time-to-time request for in writing.

Service Provider shall ensure complete attendance and shall provide immediate replacement or reliever on any absentees. For this purpose, the Client would be sharing with the Service Provider, the details as to normal working days/ hours along with the requisite number of manpower required at the Site.

Service Provider acknowledges and agrees that this Agreement does not constitute an exclusive Agreement between the Client and Service Provider, nor does the Client commit to or guarantee any volume of availment of Services or rupee amount hereunder and there is no obligation of the Client to obtain Services from Service Provider. Accordingly, the Client may purchase such Services from service providers other than Contractor.

Also as per the mutual understanding and comprehensive services contracts, all AMC and NOC (LIFTS, DG [Diesel Power Generating Sets], Fire Safety NOC, and control panels, LT Panel, ST Panel, Boom Barrier, CCTV, GYM Intercom) will be in client scope



also repair or replacements of technical assets, old and expired fixture or assets, material required for common area or flats before 15 Sep 2024 will be paid by Client.

And also, Contractor will be taking care of all assets, equipments and complaints of society. Any Material required for flats Repair work or personal work will be in client/ resident scope. Only common area work and complaints will be provided by Contractor. Materials required for common area complaints after 15 September, 2024 will be in Contractor scope but any material required for complaints pending before 15th Sept. 2024 will be in client scope.

2. EFFECTIVE DATE:

This Agreement shall be effective from 15th September, 2024

3. TERM:

This Agreement shall remain in force for an initial period of one year from 15th September 2024, to 14th September 2025 and will be renewed after one year (12 Months). Unless sooner terminated.

The Parties to this Agreement shall have a right to terminate this Agreement with or without assigning any reasons thereto, on giving not less than 30 days prior written notice of the intention to do so, to the other party, by Registered post and emails.

Without prejudice to the aforesaid, if either Party (the 'Defaulting Party') at any time commits any breach of any terms, covenants or representations herein contained and shall fail to remedy any such breach within 30 (Thirty) days after written notice given hereof by the other Party (the 'Non-Defaulting Party') to remedy the said breach, the Non-Defaulting Party shall have the right to forthwith terminate this Agreement.

Notwithstanding what is stated hereinabove, this Agreement shall, unless earlier terminated shall continue to be operative in full force and effect, even after the expiry of 1 year on a month-to-month basis until renewed or terminated by written notice. During such continuation of the Agreement the terms and conditions herein recorded shall be valid subsisting and shall remain binding on both Parties.

Contractor will deposit **Bank Guarantee of amount of Rs. 9,24,548** (INR : Nine lakh twenty four thousand five hundred and forty eight rupees) which is refundable after One months of the expiry of this agreement) at end of contract period as per the agreement, after submission of all No Dues Certificate in writing from Sub Contractors and Employees engaged under this contract.

The Contractor Shall submit all Sub-Vendors Payment Proof /evidence / vouchers on Month to Month Basis. And client will pay invoice amount without GST amount every month before 7th of the month in order to releases salaries to staff before 10th of every month. The GST amount will be paid by Client, post successful upload of GST Payment / Invoice at the GST Portal at your end. GST Amount for preceding month will be paid in coming month after providing evidence of depositing the GST (Example GST for the month of Sept, Invoicing will be paid by Client in the month of October after getting verified of the Depositing and verified the same with GST Deptt. (to be verified using GST portal).



Handwritten signatures and initials in blue ink, including the name 'Rishabh' and 'Anand'.



**Scope of work as per mutual discussion –**

1. After fitout and replacement of damage equipment as per attached Snag list, all common area lighting repair & replacement is under Contractor's scope.
2. Electrical Power Cable of Aluminium & Copper (Excluding in individual's Flat) repair and replacement will be under the scope of Contractor.
3. Common area switches, MCB, SP, DP, TP, TPN up to 63 Amp will be replaced as per snag list and after that repair and replacement cost will be in Contractor's scope.
4. After fitout LT panel Breakdown / Shutdown service cost will be under client scope. Only preventive maintenance after service will be under Contractor's scope.
5. Lift AMC, Car fan, Machine room exhaust fan & Car light including Battery cost after fit out is under client scope.
6. Transformer Servicing, Dehydration & Silica gel will be under client scope.
7. Compact Sub Station, ACB Service & PPM is under Contractor's scope.
8. DG AMC & A-Check, B-check are under client scope.
9. After fitout repairing of Pump, Starter, motorized valve is cover under Contactors scope.
10. After fitout firefighting operation, fire engine service (Excluding Battery) repair & maintenance of fire panel are under client scope.
11. After fitout and replacement of all damaged electrical material as per our snag list of common area lighting will be in Contractor's scope @basements, Lobbies, Floor Corridors, Ground floor, Guard rooms, Utility room, Pole light, Lift Shaft, Terrace etc.
12. Civil work in common area after repairment as per snag list and regular repairing of cement & core sand, repairing of tiles & skirting in common area, Paint putty touch-up will be in Contractor's scope.
13. Civil work in Flats: - Bathroom and kitchen grouting with white cement, mason & painter patch work after 15th Sep 2024 will be in Contractor's scope and complaints or work pending before 15th Sep will be in client scope.
14. Water tank over head & underground cleaning Twice in a year is under Contractor's scope.
15. Housekeeping consumable is in the Contractor's scope.
16. Office stationery, Printing is under Contractor's scope.
17. Garbage collection, Segregation and Disposal cost is under Contractor's scope.
18. Swimming pool Management cost completely in vendor Contractor's Scope.

Civil work items Cement, sand, aggregates, paints, gums, water proofing compound/ liquid, any other items as per the requirement, etc for common area complaints will be in Contractor's scope after 15th Sept. complaints and any work in flats like tiles, granite/marble slab for kitchen, ceramic fittings, CP fixtures would be charge to client / resident under submission of the original bills, challans, etc.



*Lawansingh*  
*Shaw*  
*Moh*  
*Rod*



Plumbing work - Pipes, fittings, fixtures, any other items as per the requirement in common area after repairment or replacement of damage items as per snag list will be in vendor scope.

However, the material cost towards any items required in flats will be in client /resident scope. CP fixtures would be reimbursed under submission of the original bills, challans, etc. and confirmation from the Occupants.

Painting'Work - The patch painting and only touch up works in common areas after repairment as per snag list will be in Contractor's scope.

Tools & machinery – is under the scope of Contractor

#### **SLA Term and conditions -**

-As per company law 2% of attrition is accepted in manpower business but if its increase to 5% than monthly bill will be accepted and paid as per the attendance.

#### **In terms of complaints and services TAT will be as below;**

-Normal complaints to be resolved / closed within 6 hours.

-24 hours for civil or medium level complaints.

- High-level complaints pending for material, client, approval or project related complaints can take 1 day to 1 week depending on nature of complaints.

Complaints pending or not attended within 24 hours will be fined / debited to Contractor @Rs.500/ per complaint.

#### **4. COMPENSATION AND BILLING:**

Contractor shall bill on monthly basis to the Client for the Facility Management Services rendered as per agreed rates (As per Annexure No.-1) for different categories.

Contractor will raise monthly bills on or before 3rd day of each month for the Services of the previous month. The Client will make the payment within Seven Days after getting the bill with appropriate supporting documents submitted to Client's Office the final payment will be by A/C payee cheque/NEFT/RTGS in the name of "M/s Vyomfacility India Private Limited". The Client will pay separately, extra for any additional services requested that are beyond and in addition to the Services referred in this Agreement. If client fails to pay the dues beyond the agreed dates/days the interest @18% will be applicable.

#### **5. COMPLIANCE WITH LAWS:**

Contractor and the person so designated hereto agrees that they shall comply with all applicable law in force at that time Contract.

Contractor will be responsible to provide at his cost the followings to the staff deployed at client's site ID Card, Summer/Winter Uniforms and trainings etc.

The Contractor shall regularly pay to their employees who are employed by them, irrespective of their doing the job for the Client in terms of this agreement, or not.

Contractor undertakes and has to pay regularly the minimum wages and statutory dues as per the rules/notifications, terms, rates/compensation fixed by Govt of India from time to



*[Handwritten signatures and initials]*



time, who have been engaged to provide the necessary services under this agreement at client's site

All personnel deputed on site would be covered under ESI (wherever applicable), and such statutory laws, enforcement of minimum wage act and other labor laws wherever applicable. State and local laws, ordinances, regulations and codes in performing their obligations hereunder, including the procurement of licenses, permits and certificates and payment of taxes where required.

#### 6. INDEMNITY:

The Service Provider shall defend, hold harmless and indemnify the Client from and against all claims, costs and charges to which the Client may be subject to and all expenses to which the Client may be put in any circumstance emerging from this Agreement and the Services rendered pursuant hereof, including but not limited to the personal injuries to the employees/staff or personnel of the Service Provider arising out of or occasioned during the term of this Agreement due to Service Provider's and/or its employees/staff/ personnel negligence, misconduct, non-performance or any act or omission of any provision of this Agreement. The Service Provider shall also indemnify and keep the Client indemnified against all losses, claims, costs, damages that the Client may be subjected to on account of the Service Provider not complying with statutory requirements as per applicable law.

#### 7. RELATIONSHIP BETWEEN PARTIES

Nothing contained in this Agreement shall be construed or deemed to create any association, Partnership, or joint venture in any manner whatsoever between the Parties.

#### 8. ENTIRE AGREEMENT

This Agreement along with its Annexure(s) constitute the entire contract between the Parties with respect to the subject matter hereof. No changes, amendments, modifications or waiver of any of the terms and conditions hereof shall be valid, unless reduced to writing and signed by duly authorized representatives of both Parties hereto.

#### 9. SEVERABILITY

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

#### 10. ASSIGNMENT AND SUB-CONTRACTING

The Service Provider shall perform its obligations under this Agreement and shall not be permitted to assign and sub contract any of its rights and obligations hereunder. The Service Provider alone shall be liable and responsible at all times for the obligations due to the Client as provided herein,



*[Handwritten signatures and dates]*  
21/5/2021



## 11. NOTICE

Any notice to be given under this Agreement shall be in writing and shall be signed by the Party issuing the same and shall be addressed to the Client or Service Provider (as the case may be) at their respective addresses mentioned hereinabove or to such other address as the concerned Party may inform the other Party in accordance with the provisions of this clause. Any notice issued by either of the Parties to the other and which has been served by the way of national reputed Courier/ registered post or by mail (with acknowledgement) shall be deemed to have been duly served 48 hours after the date of dispatch or the actual date of receipt whichever is earlier.

## 12. NO WAIVER

Any failure or delay on the part of a Party hereto to exercise any right or remedy under this Agreement will not operate as a waiver thereof nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any right or remedy.

## 13. FORCE MAJEURE

The Service Provider shall not be responsible for any delay or failure to fulfill any of its obligations nor be liable for any loss or damage suffered or incurred by the Client caused due to a force majeure event including directly or indirectly by any Act of God, war, act of terrorism, government restriction, import or export regulation, strike, lockout, trade dispute, fire, explosion, flooding or other acts of nature, breakdown of plant or premises or of other supplies or any other cause whatsoever, beyond the control of the Service Provider.

## 14. MINIMUM WAGES:

Considering the magnitude of proposed increase in minimum wage by the Government of (Uttar Pradesh) State. Any additional revision will be considered by Noida Uttar Pradesh, for adjustment in Contract Value accordingly.

## 15. CONSIDERATION AND TERMS OF PAYMENT

The fee shall be inclusive of all expenses and charges, which may be incurred by the CONTRACTOR during and with regard to the providing of services or result thereof. The fees shall remain unchanged throughout the period of term of Contract, but any change in statutory Minimum Wage Structure, or Taxation structure (GST etc.) shall reflect in a corresponding increase in the fees.

## 16. GOVERNING LAW/JURISDICTION:

This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts of Noida / Delhi.



*Sanjay Singh*  
*Manoj Singh*  
*Deep*



IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seal at this day Monday On this date 30<sup>th</sup> September, 2024.

IN WITNESS WHEREOF this agreement is executed at Noida on the day, month and year above written.

Signed By;

1 M/s. Vyomfacility India Private Ltd. (PAN AAHCV0889Q, GST 09AAHCV0889Q1ZA)



Manvendra Singh - Director







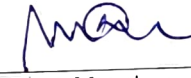

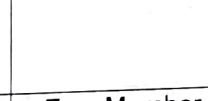
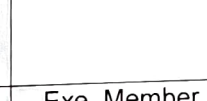


Witness-1



Witness-2

2. Signed By; Gaur Atulyam Apartment Owners Association Board Members



 President	 V. President	 Secretary	 Treasurer	 Exe. Member
 Exe. Member	 Exe. Member	 Exe. Member	 Exe. Member	 Exe. Member



Vyomfacility India Pvt Ltd		Gaur Atulyam Society, Sector Omicron-1 Greater Noida PIN 201310 Tender Date : 23-08-2024			
Name of the Customer :		Gaur Atulyam Society, Sector Omicron-1			
Location :		Greater Noida PIN 201310			
Date :		Tender Date : 23-08-2024			
Sr. No	Service & Service Heads	Nos.	Cost Per Head	Total Cost per month	Remarks
<b>Management team</b>					
1	Property Manager	1	52,000	52,000.00	8+1 hrs shift, 6 days a week
2	Assistant Manager	1	40,000	40,000.00	8+1 hrs shift, 6 days a week
3	Executive	2	28,600	57,200.00	8+1 hrs shift, 6 days a week
4	Helpdesk Executive	2	22,000	44,000.00	8+1 hrs shift, 6 days a week
5	Security and Fire	1	35,000	35,000.00	8+1 hrs shift, 6 days a week
6	Asst Accountant	1	25,000	25,000.00	8+1 hrs shift, 6 days a week
	<b>Total</b>	<b>8</b>		<b>2,53,200.00</b>	
<b>Technical team</b>					
1	Supervisor	1	23,000	23,000.00	8+1 hrs shift, 6 days a week
2	MST	8	16,500	1,32,000.00	8+1 hrs shift, 6 days a week
3	Plumber	10	16,990	1,69,900.00	8+1 hrs shift, 6 days a week
4	Gym	1	21,000	21,000.00	8+1 hrs shift, 6 days a week
5	Carpenter	1	17,500	17,500.00	8+1 hrs shift, 6 days a week
6	CCTV Operator	1	16,500	16,500.00	8+1 hrs shift, 6 days a week
7	Mason / Painter	3	16,500	49,500.00	8+1 hrs shift, 6 days a week
8	Lift Operator	3	16,500	49,500.00	8+1 hrs shift, 6 days a week
9	Asst	2	15,960	31,920.00	8+1 hrs shift, 6 days a week
	<b>Total</b>	<b>30</b>		<b>5,10,820.00</b>	
<b>Soft Team</b>					
1	HK Supervisor	2	18,990	37,980.00	8+1 hrs shift, 6 days a week
2	HK Boys Basement and Landscaps	10	11,500	1,15,000.00	8+1 hrs shift, 6 days a week
3	Housekeeping Boys	33	11,500	3,79,500.00	8+1 hrs shift, 6 days a week
4	Housekeeping Boys Club	4	11,500	46,000.00	8+1 hrs shift, 6 days a week
5	Pantry Boys	1	12,990	12,990.00	8+1 hrs shift, 6 days a week
	<b>Total</b>	<b>50</b>		<b>5,91,470.00</b>	
<b>Horticulture Team</b>					
1	Head Gardener	1	19,990	19,990.00	8+1 hrs shift, 6 days a week
2	Gardener	5	11,800	59,000.00	8+1 hrs shift, 6 days a week
	<b>Total</b>	<b>6</b>		<b>78,990.00</b>	
<b>A</b>	<b>Total Manpower Cost</b>	<b>94</b>		<b>14,34,480.00</b>	
<b>Machinery &amp; Equipments</b>					
1	STP Consumables			15,000	
2	Electrical Consumables			5,000	
3	Plumbing Consumables			4,000	
	<b>Total</b>			<b>24,000.00</b>	
<b>B</b>	<b>Total</b>				
<b>Tools &amp; Tackles</b>					
1	Basic M & E Tools and Tackles			4,500	(Only Basic Tools)
	<b>Total</b>			<b>4,500.00</b>	
<b>C</b>	<b>Total</b>				
<b>Materials &amp; Consumables</b>					
1	Housekeeping Cleaning Consumables, Chemicals			15,000	
2	Horticulture Consumables,			3,000	
	<b>Total</b>			<b>18,000.00</b>	
<b>D</b>	<b>Total</b>				
<b>Pest &amp; Waste Management</b>					
1	Pest Management			10,000	
2	Logbook history card and job card			3,500	
3	Waste Management			62,000	
	<b>Total</b>			<b>75,500.00</b>	
<b>E</b>	<b>Total</b>				
<b>F</b>	<b>Total Cost</b>			<b>15,56,480</b>	
<b>G</b>	<b>Management Fees</b>		<b>8%</b>	<b>1,24,518</b>	
<b>H</b>	<b>Total ( A+B+C+D+E+F+G)</b>			<b>16,80,998</b>	
<b>Terms &amp; Conditions</b>					
1	Shift timings to be mutually agreed upon.				
2	Any service rendered beyond stipulated time shall be applicable for overtime as per the statutes.				
3	Working on fixed government holidays (26th January, 1st May, 15th Aug and 2nd Oct) shall be billed double as per the statutes.				



*Handwritten signatures and initials in blue ink.*

