**MANPOWER AGREEMENT**

This Agreement is made on this. Day of 16 Aug. 2024 (Valid Till 16 aug. 2026) at Gautam Budh Nagar, U.P.

**BY AND BETWEEN**

M/s Aim Multiskills Jobs Pvt. Ltd. GST No.-AA0903170324657 R/o No. G-280, Sector – Alpha 2, Greater Noida, Gautam Budh Nagar – 201308 (U.P.) (PAN\_AANCA0916D), Aadhar No 314064803722 (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees) of the FIRST PART.

**AND**

# [Individual] ,Mr. Ravindra Kumar Gupta (Aadhar No 742619693341 ) son of Kedar Prasad Gupta, 545 K Para Rajajipuram Lucknow UP 226001-( PAN AVAPG9140N ) Aadhar No 742619693341 (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted Assignees) of SECOND PART.

## NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS HEREINAFTER SET FORTH, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, BOTH THE PARTIES HERETO AGREE AS FOLLOWS:

1. **TERM**
   1. We will not open any local branch in your area after the date of this contract nor you will work with any of our clients or any competitors or if you are found in this situation the company will take legal action against you
   2. The effective date of this agreement will be the date previously written, and this contract will never work directly or secretly with freelancers who will be on the client's list in our agreement list, this applies to both parties.
   3. Half payment of the candidates you get joined will be released on 20th of next month and final payment will be made in 90 days.

Client List

SAFEXPRESS SAFEDUCATE

BHARAT GEARS EICHER MOTOR HG GRAPHICS

And OTHER CLIENTS

## PRE-CONDITIONS

For entering into this Agreement, the Parties shall fulﬁll the following pre-conditions and the violation thereof will result into immediate termination of this Agreement

## TERMS & CONDITIONS OF CANDIDATES PLACEMENT & REPLACEMENT

|  |  |
| --- | --- |
| **Terms Of Payments** | |
| **Position** | **Terms Of Payments** |
| **In Month 0 to 10 Joining Start Month to And**  **Month Joined Candidates Only** | **1500/- Per Candidate** |
| **In Month 11 to 15 Joining Start Month to And Month Joined Candidates Only** | **1800/-Per Candidate** |
| **In Month 15 to 20 Joining Start Month to And**  **Month Joined Candidates Only** | **2000 -Per Candidate** |
| **In Month 21 to 25 Joining Start Month to And Month Joined Candidates Only** | **2200/-Per Candidate +Bonus & Rewards** |
| **Join above 26+, there will be special bonuses**  **and rewards** | **2500/-Per Candidate +Bonus & Rewards** |

1. by Aim MultiSkills will be given Rs 1500 to 2500 Depend On Quantity Name Of Partner Ravindra Kumar Gupta after each candidate join as fresher Candidates Only,
2. Money will be transferred on the 20 to 25th of every month,
3. Candidate must last 90 days
4. whatsoever, both parties shall be at liberty to invoke Arbitration clause of this Agreement along with any other rights or remedy available to it in Civil/Criminal Courts/ tribunals.

## REPRESENTATIONS AND WARRANTIES OF THE PARTIES

Each party to the agreement makes the following representations and warranties with respect to itself, and conﬁrms that they are, true, correct and valid:

1. It has full power and authority to enter into, deliver and perform the terms and provisions of this agreement and, in particular, to exercise its rights, perform the obligations expressed to be assumed by and make the representations and warranties made by him hereunder;
2. Its obligations under this agreement are legal and valid binding on it and enforceable against it or its proprietor/ Partners (as the case may be) in accordance with the terms hereof.
3. The parties to the agreement warrant and represent to have the legal competence and capacity to execute and perform this agreement.
4. As per our agreement, both parties can cease work at any time without incurring any penalties.

## NOTICES

All correspondence shall be addressed to the address as mentioned in the description of parties appearing in the preamble to this agreement.

## EVENTS OF DEFAULTS

The following events shall constitute 'Events of default':

## CONSEQUENCE OF DEFAULT

1. The Aim Multiskills will take such necessary steps as permitted by law to realize the other fees / costs as agreed in this agreement including appointment of collection agents, appointment of attorneys/ consultants, Arbitrator and proceedings against the Guarantors, if both parties agree on the same.

## SEVERABILITY

If any provision of this agreement is found to be invalid or unenforceable, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

## DISPUTE RESOLUTION AND JURISDICTION

1. Any and all disputes or differences between the parties to the agreement, arising out of or in connection with this agreement or its performance shall, so through consultation.
2. Any dispute, which could not be settled by the parties through amicable settlement (as provided for under above clause), shall be referred to the Sole Arbitrator as may be appointed if both parties agree for the same, and the decision of the Arbitrator shall be ﬁnal and binding on the parties.
3. All disputes arising between the parties concerned as to the interpretation, operation, or effect of any clause in this agreement, which cannot be mutually resolved, shall also be referred to the arbitration.
4. The Provisions of Arbitration and Conciliation Act, 1996 shall apply to this agreement.
5. The Courts of G.B. Nagar or the High Court of Allahabad at Prayagraj shall have the exclusive jurisdiction on any dispute concerning this Agreement.

## PLACE AND PROCEDURE OF ARBITRATION

1. . Ordinarily, the place of arbitration shall be at Noida/ Greater Noida/Varanasi subject to section 20 of the Arbitration and Conciliation Act, 1996.
2. The Arbitrator shall arrive at conclusion after hearing both the parties or after offering an opportunity of being heard and after taking into consideration all the evidences by both the parties and shall pass an Award, which shall be ﬁnal and binding on both the parties to this agreement and no Appeal shall lie to any court/ authority against it. Arbitrator shall follow the rule of natural justice while hearing a dispute and shall have all powers and rights as conferred to him by Arbitration and Conciliation Act, 1996 as amended.
3. All the proceedings in arbitration shall be held in English/Hindi language and Award shall be given considering the law prevalent in the country and general prevailing trade practices.

## AMENDMENT TO THE AGREEMENT

The obligations of the Parties have been outlined in this agreement. However, during the operation of the agreement, circumstances may arise which call for alteration or modiﬁcations of this Agreement. These modiﬁcations/alterations will be mutually discussed and agreed upon in writing only.

IN WHEREOF the Parties have executed this Agreement as of the day and year ﬁrst above written.

Aim Multiskills Jobs Pvt. Ltd. Ravindra Kumar Gupta Signature Signature

Witnessed by:

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