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SUBIN-UPUP1423510480471204133653T

: PREMIER VIGILANCE AND SECURITY PVT LTD

Article 5 Agreement or Memorandum of an agreement

**AGREEMENT** 

PREMIER VIGILANCE AND SECURITY PVT LTD

ICICI BANK LTD

PREMIER VIGILANCE AND SECURITY PVT LTD

(One Hundred only)



-----Please write or type below this line-----

ICMC Head S-2/653, A-2, Club Road, Varanasi

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# Amendatory Agreement

THIS AMENDATORY AGREEMENT ("Amendatory Agreement") made at Uttar Pradesh, India on 30<sup>th</sup> June 2021 and deemed to come into effect from 30<sup>th</sup> June 2021 between

Premier Vigilance & Security Pvt. Ltd, a company incorporated under the Companies Act, 1956 and having its registered office at 4B, Orient Row, Kolkata 700017 West Bengal and corporate office address at 4B, Orient Row, Kolkata 700017 West Bengal (which expression shall unless repugnant to the context mean and include its successors and representatives and hereinafter referred to as "the Service Provider<sup>1</sup>") of the One Part

AND

ICICI BANK LIMITED, a banking company registered under the Companies Act 1956 and have its registered office at ICICI Bank Towers, near Chakli Circle, Old Padra Road, Vadodara, Gujarat, 390 007 and its corporate office at ICICI Bank Towers, Bandra Kurla Complex, Mumbai 400 051, (hereinafter referred to as "ICICI Bank" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the OTHER PART.

The Service Provider and ICICI BANK are hereinafter referred to collectively as the "Parties" and individually as the "Party".

#### WHEREAS:

The Service Provider and ICICI Bank have entered into the agreement dated 01<sup>st</sup> April 2021 (<sup>2</sup>the "Existing Agreement"), pursuant to which the Service Provider and ICICI Bank have mutually agreed to add certain terms and conditions of the Existing Agreement.

2. The Service Provider and ICICI Bank are desirous of varying certain conditions in the

Existing Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

#### INTERPRETATIONS

Terms used but not defined herein shall have the meanings assigned to them in the Existing Agreement.

# TERMS OF AMENDMENT TO THE AGREEMENT

(a) In view of the aforesaid, the existing terms and conditions of the Existing Agreement stand modified /supplemented / amended to the extent specified in Clause 3 hereto.

<sup>2</sup> Date of the original agreement between ICICI Bank and the Service Provider to be inserted.

For ICACI Bank Limited

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ICMC Head

Out Road Varanas

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BG to insert the term used for the counter party, as provided under the Existing Agreement.

(b) The provisions of this Amendatory Agreement shall become effective from the date hereinabove mentioned.

# 3. AMENDMENT TO THE EXISTING AGREEMENT

(1) The parties agree that from the date hereof, the following clause shall be added to the Existing Agreement at Schedule II clause 2 sub clause 6 (k) and shall form an integral part thereof.

"Schedule II clause 2 sub clause 6 (k) "Rotation of guards (all except resident) will be done (minimum) once in a year by the Service Provider"

#### 4. MISCELLANEOUS

#### 4.1 Entire Agreement

This Amendatory Agreement along with the Existing Agreement constitutes the entire agreement ("Agreement") between the Parties with respect to the subject matter hereof and supersedes all other written agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Amendatory Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto.

#### 4.2 Further Assurances

In connection with this Amendatory Agreement as well as all transactions contemplated by the Agreement, each Party agrees to execute and deliver such additional documents and to perform such additional actions as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.

#### 4.3 Severability

The invalidity or unenforceability of any provisions of this Amendatory Agreement in any jurisdiction shall not effect the validity, legality or enforceability of the remainder of this Amendatory Agreement or the Existing Agreement in such jurisdiction or the validity, legality or enforceability of this Amendatory Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.

#### 4.4 Captions

The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

#### 4.5 Counterparts

This Amendatory Agreement has been signed in duplicate, each of which shall be deemed to be an original.

Save and except as set out hereinabove, all other terms and conditions of the Existing Agreement shall remain in full force and effect.

For ICIGN Bank Limited

O ICMC Head
S-2/653, A-2. Club Read. Varanasi

IN WITNESS WHEREOF, the Parties have entered into this Amendatory Agreement on the day and year first above written.

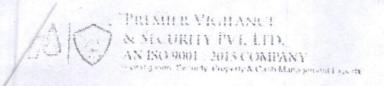
SIGNED AND DELIVERED by Premier Vigilance & Security Private Limited Service Provider by the hand of Shri Vijay Bahadur Singh its Authorised official.

SIGNED AND DELIVERED by ICICI Bank by the hand of Shri Authorised official.

\_, its

For Icycl Bank Limited

S-2/653, A-2, Club Road, Varanasi



MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF PREMIER VIGILANCE & SECURITY PRIVATE LIMITED HELD ON 11th August, 2020 AT THE REGISTERED OFFICE OF THE COMPANY AT 4th, ORIENT ROW, KOLKATA – 700017 AT 10.00 A.M.

### DIRECTORS PRESENT

- 1. Mr. Ranajit Aditya Chaudhuri
- 2. Afr. Pinakpani Aditya Chaudhuri
- 3. Mr. Sandlp Aditya Chaudhuri

Mr. Ranajit Aditya Chaudhurl took the Chair and presided over the meeting, factice calling the meeting was read by the Chairman.

# Authority to sign Agreements etc.

The Chairman informed in the Board Meeting that it is necessary to sign Agreements related to ICICI Bank, Uttar Pradesh and Uttarakhand for providing Security services. It is also informed by him that the Board of Directors should give sanction to sign these papers so that the Company may also renew the contract with the clients for providing security services.

The Chairman further informed that Board has decided to empower Mr. Vijay Bahadur Singh, Area in Charge, Uttar Pradesh and Uttarakhand to sign all service agreement and related documents for providing services to the client.

"Resolved that Mr. Vijay Bahadur Singh, Area in Charge, Uttar Pradesh and Uttarakhand be and is hereby authorized to sign Agreement and related documents with the client for providing services for and on behalf of the Company."

There being no other business to transact the meeting terminated with a vote of thanks to the Chair,

For and on behalf of the Board

Sandia Aditya Chaudhuci

Director

My-Vijay Bahadur Singh

Area-In-Charge, Uttar Pradesh

Signature Attested by :

Sandip Aditya Chaudhuri Director

CC to: HR Dept.

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