

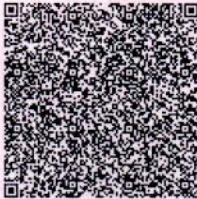


सत्यमेव जयते

INDIA NON JUDICIAL
Government of Tripura

e-Stamp

Certificate No. : IN-TR08790305266350T
Certificate Issued Date : 15-May-2021 12:34 PM
Account Reference : SHCIL (FI)/ trshcil01/ DLRS/ TR-WTR
Unique Doc. Reference : SUBIN-TRTRSHCIL0116881668824387T
Purchased by : PREMIER VIGILANCE AND SECURITY PVT LTD
Description of Document : Article IA-53 Acknowledgement Deed
Property Description : HOUSE CLEANING AGREEMENT FOR UTI AMC
Consideration Price (Rs.) : 0
(Zero)
First Party : PREMIER VIGILANCE AND SECURITY PVT LTD
Second Party : UTI AMC AGARTALA BRANCH
Stamp Duty Paid By : PREMIER VIGILANCE AND SECURITY PVT LTD
Stamp Duty Amount(Rs.) : 200
(Two Hundred only)



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

For Premier Vigilance & Security Pvt. Ltd.

[Signature]
Sr. Vice President



[Signature]

KC 0003976304

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

SHCIL

For Premier Vigilance & Security Pvt. Ltd


Sr. Vice President





000326304

******* Notes for Reference only *******

The draft agreements have been finalised by CLA Office taking into account that the Agency is Company registered under the Companies Act, 1956, if the Agency is a Partnership, or Proprietary Firm the same may factually be incorporated in the agreement while finalising the same. Incase, the service provider is a Company, the Board Resolution passed by the Board of Directors of the Company for entering into the arrangement and authorising the person for signing the agreement may be obtained. Incase if the service provider is Partnership Firm, authority of the partner signing the agreement may be obtained before execution of the agreement besides complying with all other procedural and operational requirements. The same may be finalised after verification of factual details, filling in the blanks wherever appearing, deleting inapplicable facts and attaching the annexures.

*******Agreement to be printed after filling up all blanks as per checklist on Non
Judicial Stamp of appropriate value and duly signed on each page by Vendor and
CM,UFC and notarised*******

Agreement for Cleaning & Maintenance

THIS AGREEMENT made on the 01ST day of JULY, 2021 BETWEEN [Cleaning agency] having its registered office at [address] (hereinafter called the "Agency", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the ONE PART

And

UTI Asset Management Company Limited, a Company registered under the Companies Act, 1956 and having its Registered Office at UTI Tower, 'Gn' Block, Bandra Kurla Complex, Bandra (East), Mumbai- 400 051 and branch office in the name and style of UTI Financial Centre, UTI Asset Management Company Limited, 1ST FLOOR, SURJYA BUILDING, SORUYA (hereinafter referred to as "Customer" which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns ') of the OTHER PART.

(HOWNOMAXI)
AGARTALA
799001

(Agency and Customer are hereinafter collectively referred to as the Parties and singularly as a Party)

For Premier Vigilance & Security Pvt. Ltd

Sr. Vice President

For Housekeeping Agency

For UTI AMC



WHEREAS

- a) The Customer is desirous of engaging the services of an Agency for the purpose of providing Cleaning & Maintenance Services at the premises of the Customer at UTI, UFC AGARTALA, TRIPURA (address of the property) (hereinafter referred to as 'the said premises'). For the purpose, the Customer by its letter bearing ref. no. 1110 dated 13.05.2021 invited quotation (quotation).
- b) The Agency approached the Customer by its letter dated 13.05.2021 (Offer) for the purpose of providing the Cleaning & Maintenance Services at the said premises of the Customer.
- c) The Customer accepted the offer of the Agency by its letter bearing ref.no. MAIL dated 29.06.2021

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Duration and Commencement of the Agreement:

- 1.1 The Customer hereby retains the Agency on retainer ship basis for a period of 12 months for providing cleaning & maintenance service at the premises of the Customer at UTI UFC AGARTALA in the State of TRIPURA ("said premises")

1.2 This Agreement shall be valid for a period 12 MONTHS commencing from 01-JULY-2021 day of..... upto 30.06.2022 (hereinafter called the said period).

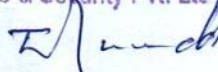
2. Scope of services & Obligation of the Agency

- 2.1 The Agency shall provide personnel at the said premises of the Customer between the hours of 9.30 A.M and 5.30 P.M, unless otherwise advised by the Customer in writing to the Agency, which shall be binding on the Agency and form an integral part of this agreement.



For Housekeeping Agency

For Premier Vigilance & Security Pvt. Ltd


Sr. Vice President

For UTI AMC



2.2 The Agency shall obtain all licenses/ permissions required for the purpose of providing services as per the arrangement contemplated in this agreement from all such authorities as may be required under law , rules and regulations from time to time.

2.3 The Agency shall provide proper uniform (consisting of full pants, shirts, belt, shoes, etc.,) to its Personnel deployed at the said premises of the Customer and shall ensure that they are properly dressed and maintain a level of decency.

2.4 The Cleaning & Maintenance Personnel deployed by the Agency at the said premises of the Customer shall be (a) less than 45 years of age, able-bodied and enjoy good health.(b) fully trained in providing cleaning & maintenance service etc (c) Honest and faithful (d) Without any criminal background or record of any nature whatsoever (e) efficient, sober and honest.

2.5 The Agency will not deploy any cleaning & maintenance Personnel for carrying out its obligations whose deployment objection is taken by the Customer at its sole discretion and in such an event the Agency shall forthwith remove its personnel from the said office premises of the Customer and provide alternate arrangement immediately as a replacement.

2.6 The Agency alone shall (a) closely monitor briefing, de-briefing, incidence reporting, etc. by its personnel on daily basis (b) regularly train and upgrade the awareness of its personnel in respect of newer developments in the field of cleaning & maintenance etc.(c) provide at its sole costs and expenses the latest equipments for cleaning & maintenance . All such cleaning equipment etc. shall be in good order and working condition (d) Ensure that its personnel deployed at the said premises of the Customer shall not disturb the employees of the Customer or make any sort of noise in the premises , shall be polite, courteous, well behaved and honest (e)

For Housekeeping Agency

For UTI AMC



For Premier Vigilance & Security Pvt. Ltd.

[Signature]
Sr. Vice President



[Signature]

ensure that its personnel deployed at the said premises of the Customer does not enter into any unlawful activity within the premises and have good moral character. (f) Ensure that its personnel deployed at the premises of the customer does not have any criminal background or record of any nature whatsoever (g) ensure that its personnel checks and controls movement of vehicles, visitors and service-providers like courier agencies, plumbers, electricians, etc. at the said premises of the Customer (h) verify the antecedents of its personnel before deploying at the said premises of the Customer and furnish to the Customer name, address and contact number of the personnel, which shall be regularly updated by the Agency.

2.7 The Agency shall ensure any act which is not explicitly mentioned herein, but required to be carried out in the best interest of the cleaning & maintenance of the said premises of the Customer is taken care of diligently, honestly and without any lapse on the part of the Agency or its Personnel.

2.8 The cleaning & maintenance Personnel deployed by the Agency for providing the cleaning & maintenance services at the said premises of the Customer shall be in the exclusive employment of the Agency alone and not of the Customer

2.9 The Agency alone exclusively shall be responsible (a) for payment of Minimum Wages and other service benefits under the various Labour Laws to its employees/ Personnel deployed for carrying out activities contemplated in this Agreement. (b) to pay wages and other allowances to its Personnel as per the prevailing rates of minimum wages fixed by concerned Government from time to time and provide all other benefits to its personnel as per various labour and other statutory provisions. (c) to provide weekly holidays, National and festival Holidays and leave with wages as per law, rules, regulations and notification (d) to exclusively discharge all statutory and other liabilities, requirements, compliances, if

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Sr. Vice-President

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any, (including Minimum Wages as per Government notification, Uniform, Ex- Gratia, Gratuity, ESI, Provident Fund, Workmen Compensation, if any, etc.) in connection therewith. (e) to exclusively be responsible for payment of any claim or compensation on any bodily injury or on death of its personnel during the course of providing cleaning & maintenance service at the said office premises of the customer. (f) to fulfill all obligations in connection with its Personnel deployed for the purpose of providing cleaning & maintenance service.

2.10 The Agency alone exclusively shall be fully responsible (a) for all errors, mistakes, acts of commissions or omissions , negligence , of its Personnel deployed in the said premises of the Customer (b) for any theft, burglary fire or any other mischievous deed done by its personnel deployed at the said premises of the Customer

2.11 The Agency shall at all times conduct itself within the parameters of law and in the event of any offence being committed by employee/ Personnel of the Agency, the Customer shall not vicariously be liable.

2.12 In the event of any claim, liability, financial or otherwise on the Customer on account of the Personnel employed by the Agency towards Compensation, Leave Compensation, Uniform, Ex-gratia, Gratuity, etc., the Agency indemnifies and do hereby agree to indemnify and keep the Customer and its successors indemnified against all costs, expenses, losses or damages which the Customer its successors have incurred / suffered or may incur / suffer in the process.

2.13 In case of any default or failure on the part of the Agency to comply with any one of the obligations and responsibilities , terms and conditions of this agreement , the Customer reserves the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount/s from dues otherwise payable to the Agency and/ or getting the work done through any other sources and recovery of such expenditure



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[Signature]

incurred, from the Agency and/ or by taking recourse to appropriate recovery proceedings.

3. Fees & Charges

3.1 The Customer shall during the currency of this agreement pay to the Agency (so long as the Agency performs its obligations hereunder) Rs 16581.00 ^{+ GST} per [month] lumpsum subject to deduction of all applicable taxes at source as per applicable provisions of prevailing law . Mode of payment will be monthly and will be paid on 10th of each succeeding month. Payments to the Agency shall be through Account Payee cheques only.

3.2 The Agency shall be separately reimbursed Service Tax remitted by the Agency to the authorities concerned. The Agency shall forward a copy of the challan on this account towards Service Tax every month to the Customer for its records, before submitting its bill for the next payment due on this account. In the event of the Customer having to incur any liability on this account of Service Tax, the Agency indemnifies and do hereby agree to indemnify and keep the Customer indemnified against all consequential costs, expenses, losses or damages which the Customer have incurred / suffered or may incur / suffer in the process.

3.3 The Customer shall not make any payment whatsoever by way of any compensation, fee or charges or any other payment to the Personnel of the Agency deployed at the said premises of the Customer.

4. Representation and Warranty of Agency

4.1 The Agency represents and warrants that it has examined and thoroughly familiarized itself with all existing conditions, law, rules and regulations related to the services to be provided pursuant to this agreement.



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For UTI AMC

4.2 The Agency represents and warrants that the Agency is authorized to provide the services contemplated in this Agreement through its Personnel at the said premises of the Customer and obtained all prior necessary approvals and permissions and licenses from the Statutory, Government, public and quasi public authorities having jurisdiction over Agency and over agreed services.

4.3 The Agency further warrants that it shall obtain all other license/permission from the concerned authorities promptly wherever applicable and required for the purpose of providing services contemplated in this agreement.

5. Indemnity & Penalty

5.1 The Agency indemnifies and agrees to keep indemnified the Customer from and against all losses arising directly or indirectly due the act of omission, commission, negligence, fraud, and breach of the terms and conditions of this agreement. For the purpose of this clause losses include without limitation all losses, costs, expenses (Including court costs and attorneys fees, interest and profit) claims, demands, fines, penalties, suits, damages or death and other liabilities of whatever kind or nature. This indemnity is continuous and shall survive even after termination of the Agreement.

5.2 The Customer shall at its sole discretion impose cash penalty on the agency or deduct such amounts from the fees and charges payable to the Agency on any financial loss directly or indirectly by any mistake, errors, act of omission and commission, negligence, any wrongdoing on the part of the Personnel of the Agency or Agency itself.

6. Confidentiality

For Housekeeping Agency

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Sr. Vice President

For UTI AMC



- 6.1 The Agency shall take all necessary steps to safeguard the privacy and confidentiality of any information received about the Customer from whom it has acquired such information by virtue of the Service provided and shall ensure that no person acting on behalf of the Agency or the Agency itself divulges or uses any such information except as may be necessary in the course of providing services to the Customer .

7. Miscellaneous

- 7.1 Any breach of the terms of this Agreement by the Agency will entitle the Customer for appropriate liquidated damages related to the cause of action and the object thereof and/ or to terminate the Agreement forthwith in writing without notice. On such termination, the Agency shall promptly remove its personnel from the said premises without any let or hindrance of any kind whatsoever.

- 7.2 The Personnel deployed on duty by the Agency at the said premises of the Customer shall not engage in any malafide activities to the detriment of the Customer's interest and shall not keep enmity with the neighboring persons/ establishments, and the Agency undertakes that the said premises shall be kept clean and tidy and ensure the structural fittings and installations are intact without any mutilation.

- 7.3 The relationship between the Parties is one of principal to principal basis.

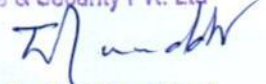
- 7.4 Annexures Part of the Agreement: This Agreement together with all Annexures hereto forms a single Agreement among the Parties hereto.

- 7.5 Counterparts: This Agreement may be executed in two counterparts, all of which when taken together constitute a single Agreement.



For Housekeeping Agency

For Premier Vigilance & Security Pvt. Ltd


Sr. Vice President



For Uti AMC



7.6 No variations or modifications to any of the terms of this Agreement shall be valid unless they are reduced in writing signed by or on behalf of the Parties hereto.

7.7 The Parties agree that the notice inviting quotation, the quotation dated 03.05.2021 of the Agency and the letter of engagement dated 29.06.2021 of the Customer shall form integral part of this agreement. For removal of doubts, it is clarified that in an event, any of the terms, conditions contained herein conflict with the terms and conditions of the above quotation and letter of engagement, then the terms and conditions of the above quotation and letter of engagement shall prevail for all purposes and intents.

7.8 The Agency confirms that there is no past and shall be no future violations of anti-corruption/ bribery laws related to the transaction contemplated in this agreement.

7.9 The Agency agree that the Agency shall not use the customer's name, trademarks, service marks, logos, trade names and/or branding without prior written consent of the Customer for any purpose whatsoever..

8.Termination

8.1 Either party shall be entitled to terminate the Agreement earlier than the stipulated period hereinabove by giving one month's notice in writing without assigning any reason whatsoever.

8.2 The Customer shall be entitled to terminate the agreement at any time without giving notice to the Agency at its sole discretion on failure of the Agency to adhere the terms and conditions of this agreement and non-satisfactory performance.

9. Governing Law, Dispute Resolution, Courts & Jurisdiction

For Housekeeping Agency

For Premier Vigilance & Security Pvt. Ltd

Sr. Vice President

For UTI AMC



9.1 Any dispute arising out of this agreement or that, which may arise in future, will be resolved by taking recourse to mutual settlement in the first instance, failing which the dispute will be subject to Jurisdiction of ~~AGARTALA~~ Courts only. The Agreement shall be subject to and construed and interpreted in accordance with the laws of India.

IN WITNESS WHEREOF, the parties have set their hands hereunto this the 01ST day of JULY 2021

Signed and Delivered by the within named

Premier Vigilance & Security Pvt. Ltd. by its authorised signatory

Shri AMRIT DEB in presence of

1. (Name and complete address of witness & signature)

For Premier Vigilance & Security Pvt. Ltd.
Amrit Deb
Area in-charge Tripura Unit
Agartala 799001

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Signed and Delivered by the within UTI Asset

Management Company Limited by its authorised

signatory Shri _____, in presence of

1. (Name and address of witness & signature)

S. K. Bhattacharya
S. K. BHATTACHARYA
EMP Code: 2136, Chief Manager
UTIAMC LTD.,

02/07/2021

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BIKRAMJIT MAJUMDER

Bikramjit Majumder

BIKRAMJIT MAJUMDER
Relationship Manager
UTI Mutual Fund.



For Housekeeping Agency

For Premier Vigilance & Security Pvt. Ltd.

[Signature]
Sr. Vice President



For UTI AMC

[Signature]



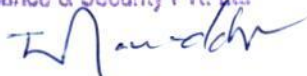
**PREMIER VIGILANCE
& SECURITY PVT. LTD**
AN ISO 9001 : 2015 COMPANY
Investigation, Security, Property & Cash Management Experts

Regd. Office : 4B, Orient Row, Kolkata - 700 017
Adm. Office : 40B, Darga Road, Kolkata - 700 017
Phone : +91-033- 4004 0552/43
E-mail : admin@pvspl.net
CIN No. : U74920WB1985PTC038489

Our Rate

<u>Components</u>	Proposed Rate for Housekeeping (26 Days 8 Hrs)
Per day Rate (Basic + VDA)	431.00
Monthly Rate * 26 days (Basic + VDA)	11,206.00
PF @ 13% on Basic + VDA	1,456.78
ESI @ 3.25% on Basic + VDA	364.20
Bonus @ 8.33% on Rs. 7000/-	583.10
Gratuity @ 4.81% on MW	539.01
Sub Total (1)	14,149.08
Uniforms	200.00
Service Charges 8% on	1,131.93
Sub Total (2)	15,481.01
Housekeeping Material Cost	1,100.00
Billing Rate per head per month (Excluding GST)	16,581.01
Round Off	16,581.00

For Premier Vigilance & Security Pvt. Ltd


Sr. Vice President

