

महाराष्ट्र MAHARASHTRA

० 2021 ०

YU 804176

धान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र ८०००००९
25 MAY 2021
सक्षम अधिकारी

श्री. दि. क. गवई

FACILITY MANAGAEMENT SERVICES AGREEMENT
BY AND BETWEEN
SILA SOLUTIONS PRIVATE LIMITED
AND
(FINTREE FINANCE PRIVATE LIMITED)

This Facility Management Services Agreement is made on this (●) day of (●) 2020 by and between:

SILA SOLUTIONS PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956, allotted Corporate Identification Number (CIN) U74110MH2009PTC195321, registered as a micro, small enterprise under Micro, Small and Medium Enterprise Development Act, 2006, allotted Udhdyog Aadhar Number (●), and having their registered office at A-301, Floor-3rd, Plot no-249, A, Neelam Centre Baburao Pendharkar Marg, Glaxo, Worli Colony Mumbai - 400030, (hereinafter referred to as the '**Contractor**', which expression unless it be repugnant to the context or meaning thereof will mean and include their successors in interest and permitted assigns) of the ONE PART;

AND

FINTREE FINANCE PRIVATE LIMITED, a company incorporated under the provisions of Companies Act, 2013 (CIN: U65923MH2015PTC264997) and having their registered office at 4th Floor, Engineering Centre, 9 Mathew Road, Opera House, Charni Road (East), Mumbai 400004, (hereinafter referred to as the '**Client**', which expression unless it be repugnant to the context or meaning thereof will mean and include its successors in interest and permitted assigns) of the OTHER PART.

(The Contractor and the Client will hereinafter be individually referred to as the '**Party**' and collectively as the '**Parties**', as the context may require.)

WHEREAS:

- A. The Contractor is engaged in the business of *inter alia* providing integrated facilities management services in respect of maintenance, upkeep, repair, renovation, recondition, improvement, enlargement and operation of all kinds of commercial and residential establishments; project management services; turnkey interior contracting services; real estate advisory services; industrial production support services; and provision of labour for manufacturing purposes.
- B. The Client intends to avail the Contractor's facilities management services at the Client's premises, more particularly set out in Schedule I of this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE TO THE FOLLOWING TERMS:

1. **Definitions and Interpretation:**

- 1.1. Capitalized terms set forth in this Agreement and not otherwise defined will have the meaning ascribed to them under this clause:
- 1.1.1. **Agreement** means this Facility Management Services Agreement and includes all mutually agreed upon and duly executed attachments, schedules, annexures and/or modifications to this Agreement;
- 1.1.2. **Applicable Law** means specifically the following laws including the rules framed under the respective laws: the Minimum Wages Act, 1948; the Employees Provident Fund and Miscellaneous Provisions Act, 1952; the Equal Remuneration Act, 1976; the Factories Act, 1948; the Payment of Wages Act, 1936; the Employer's Liability Act 1938; the Employees' State Insurance Act 1948; the Employees' Compensation Act, 1923; the Payment of gratuity Act, 1972; the Industrial Disputes Act, 1947; the Maternity Benefit Act, 1961; the Contract Labour (Regulation & Abolition) Act, 1970 and the Contract Labour (Regulation & Abolition) Central Rules, 1971; the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013; and the Child Labour (Prohibition and Regulation) Act, 1986; and any other common or customary law, constitutional law, any statute, regulation, resolution, rule, ordinance, enactment, judgment, order, decree, directive, notification or clarification issued by a statutory authority, guideline issued by a statutory authority, statutory policy, requirement or other governmental restriction or any form or decision of or determination by or interpretation of any of the foregoing by any statutory authority, now or hereafter in effect, in each case as amended, re-enacted or replaced, in India;
- 1.1.3. **Consideration** means the Service Fees along with other fees, costs and charges payable by the Client to the Contractor in respect of the Services as set out in the Schedule I of this Agreement and additional services as requested in the form set out in Schedule III;
- 1.1.4. **Effective Date** means the date on or from which this Agreement will take effect;
- 1.1.5. **Initial Term** means a continuous period of (●) months / years commencing from the Effective Date;
- 1.1.6. **Financial Year** means a year commencing from 1st April of a calendar year to 31st March of the subsequent calendar year;
- 1.1.7. **Force Majeure Event** means any cause which renders a Party wholly or partly unable to perform their obligations under this clause 2 (Scope of Services) and clause 7 (Representations, Warranties and Covenants) and which is not reasonably within the control of such Party or which is not a result of the fault or negligence of such Party and which occurs despite all reasonable attempts of such Party to avoid or mitigate the inability to perform its obligations. A force majeure event will include without limitation, acts of God such as cyclones, hurricanes, floods, earthquakes, storms and other similar natural calamities, epidemics (which term will include pandemics); war, riots, civil disturbances, terrorist

attacks, statutorily imposed trade restrictions; labour related disruptions such as strikes and lock-outs; acts of a government authority that delay the performance of a Party's obligations under this Agreement;

1.1.8. **Force Majeure Notice** means the notice provided by a Party to the other, stating their inability to perform their obligations under this Agreement either wholly or partly on account of the Force Majeure Event to the other Party;

1.1.9. **Indemnity Event** means events that give rise to or are likely to give rise to actionable claims, liabilities, costs, expenses (including legal and statutory expenses), damages arising out of:

- i. any breach of the terms, conditions, provisions, representations, warranties, obligations, undertakings and / or covenants made by the Parties under this Agreement;
- ii. loss of life or property on account inadequate safety and security of the Personnel at the Premises;
- iii. loss or damages caused on account of action on part of Personnel at the Premises;
- iv. delay and / or failure of the Contractor to provide services through Personnel, Client to pay the Consideration in accordance with the terms and conditions contained in this Agreement and other statutory payments in accordance with the Applicable Law;
- v. non-compliance of Applicable Laws by the Parties; and
- vi. any act, omission or negligence of the Contractor, Personnel, Client or their directors, officers, agents, representatives and / or employees or any other person(s) present on the Premises.

1.1.10. **Personnel** means the personnel deputed by the Contractor at the Premises in accordance with the requirements set out in Schedule I of this Agreement;

1.1.1. **Premises / Client's Premises** refers to a Client's premises at which the Services are provided by the Contractor, including premises either added or substituted in the form set out in Schedule III of this Agreement;

1.1.2. **Services** means the services as set out in Schedule I of this Agreement and any services availed by the Client from the Contractor;

1.1.3. **Service Fees** means the amount payable by the Client to the Contractor; and

1.1.4. **Term** means a continuous period including the Initial Term and the period for which this Agreement is subsequently renewed, unless terminated earlier in accordance with the terms contained in this Agreement.

1.2. Unless the context of this Agreement otherwise requires:

- i. words denoting the masculine gender will include the feminine gender and neuter gender;
- ii. unless stated otherwise the words "include" and "including" will be construed without limitation;

- iii. all reference to statutes will include any modification, re-enactment or extension thereof for the time being in force;
- iv. reference in this Agreement to certain number of days will mean calendar days unless otherwise specified; and
- v. where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase will have the corresponding meanings.

2. Scope of Services:

- 2.1. Subject to the terms and conditions contained in this Agreement, the Client engages the Contractor to provide Services at the Premises for the Term and the Contractor agrees to provide the Services on a non-exclusive basis.
- 2.2. This agreement will automatically renew for a period of 1 (One) year at the end of the Initial Term and on completion of each year subsequently unless either Party gives the other Party a 30 (Thirty) days prior notice of termination in writing. This Agreement will also renew for a period beyond the Term of this Agreement in accordance with the Client's request for provision of additional Services in the form set out in Schedule III, subject to the Contractor's acceptance of the Client's request.
- 2.3. The Contractor will depute Personnel as set out in Schedule I to provide Services at the Premises.
- 2.4. The Contractor may assign, delegate or transfer the whole or part of their rights and obligations under this Agreement to associate entities and / or third parties and shall intimate the Client about such arrangement, without being obligated to procure consent from the Client.

3. Consideration:

- 3.1. The Client must pay the Contractor, the Consideration generally as set out in the cost schedule set out in Schedule I of this Agreement.
- 3.2. The Client will share the attendance of the Personnel for the days worked at the premises on a monthly basis to the Contractor for raising invoices, for the days worked at the premises. The Client will share data on last day of every month to the Contractor, to raise invoices for consideration of the services rendered by the Personnel.
- 3.3. The Contractor must raise invoices for Consideration in respect of the Services rendered in the form set out in the Schedule I of this Agreement. The Client agrees to pay the Consideration under each invoice no later than 21 (Twenty One) days from the date of receipt of the respective invoice, failing which the Client will be liable to pay interest at the prevailing interest rate as prescribed under the Micro, Small and Medium Enterprise Development Act, 2006 on delayed payment for the period commencing from the date of the payment becoming due till the date of actual payment.

3.4. The Parties agree that the costs and charges payable in respect of the Personnel will be revised in accordance with the changes in Applicable Laws in respect of minimum wages, charges, rates, taxes, levies or any other amounts of expenditure incurred by the Contractor in respect of the Services, with immediate effect from the date prescribed under the relevant amendment of the Applicable Law / notification of the government and the revision in the Consideration. The Contractor at first instance shall intimate to client of any such revision as per the applicable laws and the Client shall accept the same to the Contractor..

3.5. Any arrears arising on account of revision of the Consideration under this clause will be payable by the Client to the Contractor in the month subsequent to the revision taking effect.

[Illustration: Assuming in the month of December 2019 the minimum wages payable to an unskilled worker is INR. 10,000.00 (Indian Rupees Ten Thousand). The government by way of an amendment / notification / circular released in the month of February 2020 increases the minimum wages payable to an unskilled worker with effect from the month of January 2020 to INR. '10000 + X'. The Consideration will increase by INR. X per unskilled worker. The increase in Consideration for the month of January 2020 will not have reflected in the invoice raised in respect of the January 2020 and such payment arrears will be raised in the subsequent invoice. The invoice raised in respect of February 2020 and payable in March 2020 will include arrears of January 2020 i.e. INR. X per unskilled worker in addition to the revised Consideration payable for the month of February 2020.]

3.6. The Client may pay the Consideration by way of online banking channels, cheque or demand draft drawn in favour of 'Sila Solutions Private Limited'.

3.7. All payments made to the Contractor will be subject to taxes and deductions in accordance with the Applicable Laws.

4. **Personnel:**

4.1. The Contractor will verify the identity, have all requisite checks of the Personnel prior to the Personnel being granted access to the Premises.

4.2. The Contractor will ensure that the Personnel are dressed in neat and clean uniforms and are in possession of valid identity cards / documents when they arrive at the Premises.

4.3. The Personnel will maintain good behaviour and discipline during the provision of the Services.

4.4. The Client will within reasonable time, provide the Contractor with a written intimation along with proofs, if any, in the event of:

4.4.1. any deficiency in the performance of the Services by a Personnel(s);

4.4.2. dissatisfactory behaviour of a Personnel(s); and / or

4.4.3. the Client has reasonable suspicion that any Personnel(s) has been involved in any act constituting a wrongdoing or offence.

4.5. The Contractor will equip the Personnel with all such tools, goods, equipment and other paraphernalia as are required for the efficient provision of the Services.

4.6. The Contractor will ensure timely payment of wages to the Personnel and other statutory payments and / or contributions under Applicable Laws. Any discrepancies, disputes regarding payment to personnel or such other act between the Personnel and the Contractor shall be resolved among themselves and the Client shall not be involved or made liable for any such discrepancies or disputes.

5. Insurance:

The equipment, machinery and paraphernalia that may be used by the Personnel for the provision of the Services may include items which are combustible or inflammable (such as cleaning agents) and the machinery may function with specific electrical sources and voltage. The Client must ensure that all items and properties at the Premises are comprehensively and to the maximum extent possible, insured in accordance with the Applicable Laws. The Client must renew and keep the insurance subsisting and valid at all times.

6. Limitation of Liability:

6.1. The Client agree that any liability of the Contractor arising in connection with this Agreement or out of the transactions contemplated under this Agreement will not, under any circumstance whatsoever, exceed the Service / Management Fees payable in respect of the month in which the liability arose.

6.2. To the full extent permitted by Applicable Law and notwithstanding any failure of essential purpose of any limited remedy or limitation of liability, neither Party will be liable for any special, indirect, incidental, consequential or punitive damages (including any damages arising from loss of use, loss of data, lost profits or business interruption) arising out of or relating to this Agreement or the subject matter of this Agreement.

6.3. The Contractor will not be liable for any act, omission, negligence or misbehaviour of any third party or any person misrepresenting himself / herself as personnel of the Contractor.

6.4. The Contractor will not be liable for any loss or damage, which the Client cannot reasonably and satisfactorily prove to have arisen from the gross negligence of the Personnel.

The Contractor shall be liable for any loss or damages, which the client has incurred due to gross negligence or intentional act of the Personnel and the client has sufficient reasons to prove such acts on part of the Personnel.

6.5. The Contractor will not be liable for non-performance of Services on account of the Client's delay / failure to provide documents required by the Contractor in accordance with the Schedule II of this Agreement.

7. Representations, Warranties and Covenants:

7.1. The Parties represent and warrant that they are legally competent to execute this Agreement and have the full power to execute, deliver and perform this Agreement and that this Agreement constitutes a valid, legally binding and enforceable agreement.

7.2. The Parties represent and warrant that the execution, delivery and performance of this Agreement does not contravene any other agreement and / or violate any decree, order or judgment of any court, judicial authority or quasi-judicial authority and / or any law for the time being in force in India.

7.3. The Parties represent and warrant that the respective Party has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which, may result in any material adverse effect on their ability to perform their obligations under this Agreement.

7.4. The Contractor represents and warrants that the Contractor has obtained or will obtain and keep valid and up to date, during the Term, all licences, permissions, sanctions, authorizations and approvals that are applicable and mandatorily required under the Applicable Law for the provision of the Services.

7.5. The Client agrees to provide co-operation to the Contractor with respect to the procurement of any licence(s) or permission(s) required for the provision of the Services to the Client including without limitation, licence under the Contract Labour (Regulation & Abolition Act, 1970). Such co-operation must include without limitation, the timely provision of necessary documents required for procurement of a licence(s) or permission(s). A list of documents to be provided by the Client to the Contractor is set out in Schedule II of this Agreement. The Client agrees and acknowledges that the Contractor will not be liable for any non-compliance of Applicable Law and consequent non-performance of Services on account of the Client's delay / failure to provide documents required by the Contractor in accordance with the Schedule II of this Agreement. The Client will be solely liable for any non-compliance of Applicable Law arising out of the Client's failure to provide documents set out in Schedule II.

7.6. The Client after complying with necessary requirements, if Contractor fails to perform any action on part of Contractor himself, any non-compliance of applicable laws, then in that case the Contractor shall be solely liable for any such loss, keeping client unharmed in such cases.

7.7. The Client warrants that the Client will pay all statutory dues within the time frames and in the manner prescribed under Applicable Laws.

7.8. The Client agrees to provide the Personnel with a clean, safe and hygienic environment with all the amenities including but not limited to clean and safe drinking water, regular maintenance of elevators, ramps, structures and fixtures, fare safety system, etc.

7.9. The Client agrees to provide the Personnel with reasonable time to consume meals during the provision of the Services.

7.10. The Client agrees that their employees, officers or any other staff employed at the Premises do not obstruct the provision of the Services by the Personnel in any manner whatsoever.

8. Indemnity:

8.1. The Parties indemnifies and keeps the other party indemnified, defended and harmless from and against any and all claims, costs, demands, losses, harm, injury, prejudice and / or damages incurred by either of the Party as a result of, arising from, or in connection with any of the Indemnity Event.

8.2. On occurrence of an Indemnity Event, the Party will be entitled to invoke indemnity by calling upon the other Party to pay the sum claimed / loss occasioned and / or damage suffered by such party invoking the indemnity.

8.3. The rights of the Parties under this indemnity clause are independent of, and in addition to, such other rights and remedies as the Parties may be entitled under law or in equity or otherwise, including the right to seek specific performance, termination or other injunctive relief, which rights or remedies will not be affected, diminished or waived in the event of invocation of indemnity by either of the Parties.

9. Non-solicitation:

The Client must not, directly or indirectly, by themselves or on behalf of or in conjunction with any person or entity: entice, solicit, recruit, engage or induce any Personnel, vendor, sub-contractor and / or employee of the Contractor to terminate their engagement with the Contractor or procure or facilitate the making of any such offer or attempt by any third party, during the Term and 1 (One) year subsequent to the Term.

10. Term and Termination:

10.1. The Effective Date of this Agreement is (15th of June 2021). The Term of this Agreement will commence from the Effective Date.

10.2. The Client will be entitled to terminate this Agreement without cause, by serving 30 (Thirty) days prior written notice to the Contractor. The Client will be entitled to terminate this Agreement only after making all payments due to the Contractor. The Client must pay the Consideration under all invoices, which are outstanding as on the date of issuance of notice of termination by the Client within 15 (Fifteen) days

from the date of issuance of the termination notice by the Client. In the event of termination without cause, the Contractor will not be obligated to return any payments received from the Client.

- 10.3. The Contractor will be entitled to terminate this Agreement without cause, by serving 30 (Thirty) days prior written notice to the Client.
- 10.4. The Parties will be entitled to terminate this Agreement for any breach of terms and conditions contained in this Agreement after providing the Party in default with a 30 (Thirty) days prior written notice.
- 10.5. The Contractor will be entitled to terminate this Agreement with immediate effect without being obligated to serve a notice if: (i) the Client fails to maintain adequate safety and security at the Premises; (ii) obstructs the provision of the Services by the Personnel; (iii) the Client fails to pay Consideration for (●) consecutive months; (iv) the Client fails to provide necessary documents required by the Contractor as set out in Schedule II; (v) the Client is in breach of non-solicitation provisions set out in clause 9 of this Agreement; and (vi) the Client becomes insolvent or goes into liquidation, either compulsorily or voluntarily.
- 10.6. The Client will be entitled to terminate this Agreement with immediate effect without being obligated to serve a notice if: (i) the Contractor fails to provide any documents of personnel deputed in the premises; (ii) the Personnel indulge in any action causing damage or loss to the client or the premises; (iii) the Personnel fails to render the services for which Personnel was deputed by the Contractor; and (iii) such other unacceptable behaviour / actions on part of Contractor or Personnel on Client or at the Client's premises.
- 10.7. Notwithstanding anything contained in the force majeure provisions set out in clause 16, the Parties must not be entitled to terminate this Agreement on occurrence of a Force Majeure Event except in the event the performance of the Party's obligations under this Agreement becomes impossible permanently. The Parties must at all times follow the procedure laid down in this termination clause 10 to terminate this Agreement.
- 10.8. Termination of this Agreement must not in any manner whatsoever affect the liability of the Client to pay the amounts due in respect of the Services provided till the date of termination of this Agreement.
- 10.9. The Contractor will provide the Client with a reconciliation statement reflecting the Consideration payable to the Contractor till the date of termination of this Agreement within 7 (Seven) days from the date of termination of this Agreement. The Client will check and verify the reconciliation statement received from the Contractor with their internal reconciliation statement, if any deviation is found in the amount of the consideration then Client shall provide such evidence causing deviation in the amount of the Consideration payable along with adequate supporting documents within 7 (Seven) days from the date of receipt of reconciliation statement from the Contractor. The Client will pay the outstanding

Consideration as determined under the reconciliation statement within 15 (Fifteen) days from the date of confirmation or deemed confirmation of the Parties reconciliation statement.

11. Governing Law and Dispute Resolution:

11.1. The terms of this Agreement will be governed by the substantive laws of India. The courts of law at Mumbai will have the exclusive jurisdiction to entertain and adjudicate on any preliminary and / or interim proceedings arising out of and / or connected with this Agreement and the arbitration agreement between the Parties under clause 11.2.

11.2. Any dispute arising out of or in connection with this Agreement including any question regarding its existence, validity or termination will be resolved amicably between the parties at first instance, if any such unresolved dispute, then it will be referred to and finally resolved by arbitration. The seat and venue of the arbitration will be Mumbai, India. The Tribunal will consist of one arbitrator, mutually appointed by the Parties. The language of the arbitration will be English. The law governing the arbitration agreement will be the Arbitration and Conciliation Act, 1996 (as amended and re-enacted at the relevant time).

12. Relationship between the Parties:

The relationship between the Parties will be on a principal to principal basis. The Contractor will be deemed to be the principal employer in respect of the Personnel deputed at the respective Premises of the Client. The Client will not be the principal employer in respect of the Personnel deputed at the Premises of the Client. The Personnel is hired in or in connection with the work of the Premises by the Contractor as per the Clients requirement and as agreed between the Parties. The Client is only acting as an agent between the Contractor and the Personnel. Nothing in this Agreement will be deemed to constitute a partnership, joint venture, agency or employee-employer relationship between the Parties.

13. Notice:

13.1. All notices, demands or other communications exchanged between the Parties in relation to this Agreement must be in writing and delivered personally (by hand) or sent by prepaid post with recorded delivery and by electronic mail addressed to the intended recipient at their respective addresses set forth below, or to such other address as either Party may from time to time duly notify to the others:

| | Details |
|------------|--|
| Contractor | Address: (A-301, Floor-3rd, Plot no-249, A, Neelam Centre Baburao Pendharkar Marg, Glaxo, Worli Colony Mumbai - 400030) Email ID: (info@silagroup.co.in) |
| Client | Address: (4 th Floor, Engineering Centre, 9 Mathew Road, Opera House, Charni Road (East), Mumbai 400004) Email ID: (Shailesh.more@fintree.com) |

13.2. Any such notice, demand or communication will be effective on the earlier of: (a) the day it is sent by email with a confirmation of receipt; or (b) the 3rd calendar day after it is sent by a commercially recognized next day delivery service (e.g., FedEx or Blue Dart); to the appropriate Party at the address mentioned in clause 13.1 above, or such other address as may be designated by a Party to be notified. It is agreed that each Party can send communications to the other Party *vide* an electronic mail for the purposes of notices under this Agreement and / or to provide information to the other Parties by electronic mail, subject to any Applicable Laws.

14. Assignment:

Except as otherwise provided in this Agreement, all the rights and obligations of the Client under this Agreement are exclusive to the Client and must not be assigned or transferred, in whole or in part, by agreement, operation of law or otherwise by the Client to any other person / entity without the prior written consent of the Contractor. In the event the Contractor permits the Client to assign their rights and obligations under this Agreement to a third party, the Client must ensure that such assignee assumes and fulfils the Client's obligations under this Agreement.

15. Confidentiality:

The Parties must not at any time, without the written consent of either of the Parties, disclose to any person(s) any information relating to the affairs of the Parties except as required by law, regulation or legal process.

16. Force Majeure:

16.1. Notwithstanding anything contained in the definition of 'Force Majeure Event' in clause 1.1.7 of this Agreement, Force Majeure event will not include an event that deems the arrangement under this Agreement commercially onerous to either Party.

16.2. A Party's obligations except the obligation to pay Consideration under this Agreement may be suspended on the occurrence of a Force Majeure Event subject to the Party who is unable to perform their obligation provides the other Party with Force Majeure Notice for the period for the period of subsistence of the Force Majeure Event.

16.3. The Party who is unable to perform their obligations under this Agreement owing to a Force Majeure Event will not be liable for any cost, loss, damages, claim or action arising out of non-performance of the obligations (except obligation to pay Consideration) under this Agreement.

17. Survival:

The provisions of clause 6 (Limitation of Liability), clause 7 (Representations, Warranties and Covenants) and clause 8 (Indemnity) clause 9 (Non-solicitation) and clause 15 (Confidentiality) will survive the termination of this Agreement.

18. Severability:

If a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, the remaining provisions of the Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

19. Waiver:

No waiver of any terms or conditions of this Agreement will be valid or binding on a Party unless such Party makes the waiver in writing. The failure of a Party to enforce any of the provisions of this Agreement, or the failure to require at any time the performance of the other Party of any of the provisions of this Agreement, will in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of a party to enforce each and every provision thereafter.

20. Amendment:

The terms and conditions contained in this Agreement may not be varied, amended, modified, or otherwise changed in any way except by a written instrument executed by each Party or a written communication confirmed by each Party. Any special terms contained in an invoice, work order or such other document used in trade, which are contrary to the terms of this Agreement will be deemed to be overridden by this Agreement, save and except with respect to matters and commercial arrangements not specifically covered under this Agreement.

21. Entire Agreement:

This Agreement, including all the schedules attached to this Agreement, constitutes the entire agreement and final understanding of the Parties with respect to the subject matter of this Agreement, and supersedes any other and all prior or contemporaneous negotiations, representations, understandings, discussions, offers, and agreements between the parties, whether written or oral, express or implied, relating in any way to the subject matter of this Agreement. This Agreement is intended by the Parties to be a complete and wholly integrated expression of their understanding and agreement.

22. Counterpart:

The Parties acknowledge that this Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed to be an original Agreement and all of which together will constitute one instrument. Each counterpart must be revised to give effect to any necessary amendment, alteration or modification to this Agreement.

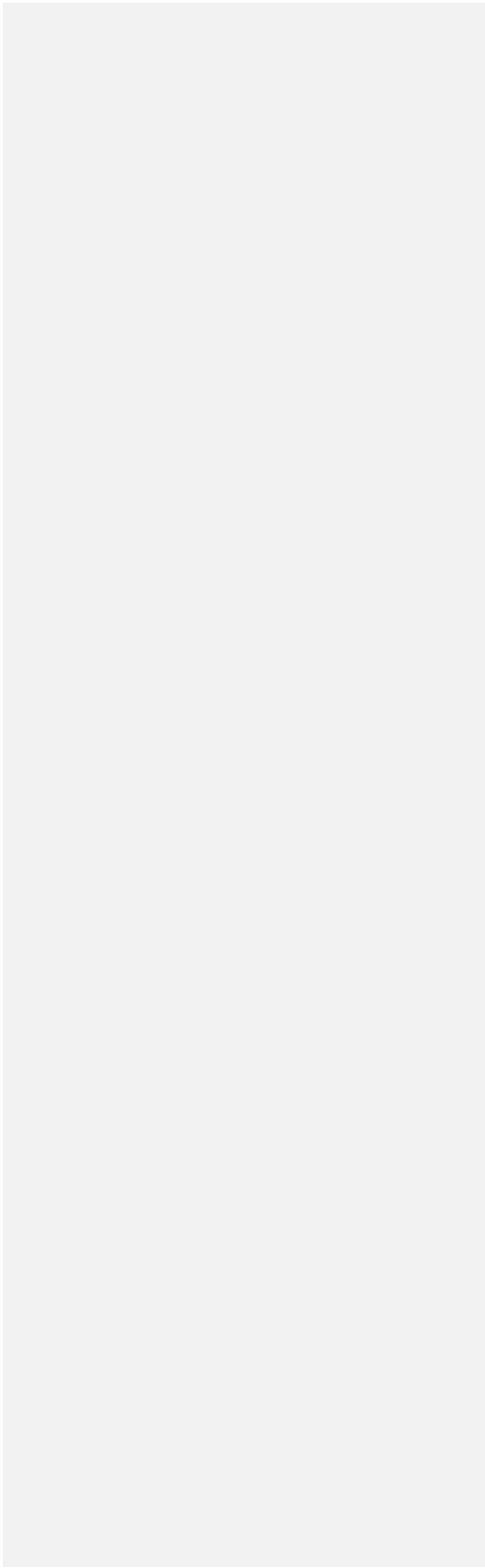
23. Stamp Duty:

The stamp duty will be borne by the Parties equally.

IN WITNESS WHEREOF, the Parties to this Agreement have put their hands the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED)
by Sila Solutions Private Limited)
through their Authorised Signatory,)
_____ authorized)
vide Board Resolution dated_____)

SIGNED, SEALED AND DELIVERED)
by Fintree Finance Private Limited)
through their Authorised Signatory,)
_____ authorized)
vide _____)



SCHEDULE I
Part A: Scope of Service
(●)

Part B: Premises

| | | |
|-----|--------------------|--|
| i. | Premises Name | (FINTREE FINANCE PV LTD) |
| ii. | Address / Location | (4 th Floor, Engineering Centre, 9 Mathew Road, Opera House, Charni Road (East), Mumbai 400004) |

In the event that the Client requires the Services at other premises of the Client, the Client will inform the Contractor of the requirement at least (●) hours prior to the date of requirement of Services at other premises in writing in the form provided in Schedule III of this Agreement. The decision to provide additional Services at other premises will be at the sole discretion of the Contractor and based on the availability of both human and material resources.

Part C: Cost Schedule



Commented [EJ1]: Please specifically mention – Sila’s Service Fee

| FINTREE FINANCE PVT LTD, MUMBAI | | | | | |
|---|-------------------------------------|-----|-----------|----------------|---|
| | Department | Qty | Rate | Total (Rs.) | Remarks |
| A. FM Services | | | | | |
| 1 | Pantry cum Office Staff | 1 | 20,056 | 20,056 | 9 hrs x 6 Days a week |
| 2 | Janitor | 2 | 16,156 | 32,313 | |
| | SUB TOTAL A | 3 | | 52,369 | |
| B. HK Chemicals & Consumables, Equipments & Tools | | | | | |
| 1 | Housekeeping Consumables & Supplies | | At Actual | On Consumption | First month Cap @15k; Followed by 4k p.m |
| 2 | Wet & Dry Vacuum | 1 | 2,000 | 2,000 | |
| | SUB TOTAL B | 1 | | 2,000 | |
| | TOTAL SERVICES FEE | | | 54,369 | |
| | Management Fee | 10% | | 5,437 | |
| | GRAND TOTAL | | | 59,806 | |

In the event that the Client requires an additional number of Personnel for the provision of the Services, the Client will inform the Contractor of the requirement at least (●) hours prior to the date of requirement of the additional Personnel in writing in the form provided in Schedule III of this Agreement. The decision to provide additional Personnel will be at the sole discretion of the Contractor and based on the availability of both human and material resources.

SCHEDULE II

List of documents to be provided by the Client to the Contractor

| Sr. No. | Document Particulars | Submission time |
|---------|---|-----------------|
| i. | Under Applicable Laws in the respective state: a. Form V (See Rule - 21(2)) - Format of Certificate by principal employer i.e. the Client; b. Registration Certificate from principal employer i.e. the Client- Approved by Asst. Commissioner of Labour; and c. Valid Work Order or Agreement Copy. | (15/06/2021) |
| ii. | Under Central Act: a. Form - III - Under Rule 21(2) of the Contract Labour (Regulation and Abolition) Central Rules, 1971.(Form of Certificate by Principal Employer) | (15/06/2021) |

The Client must provide documents in addition to the list set out in this Schedule II in accordance with the Applicable Laws and / or as may be requested by the Contractor in writing.

SCHEDULE III

(In the event of any amendment, revision or addition in the Services required, the Client will raise a request in the form set out in this Schedule III)

Form for Request for Modification / Addition in Services

(●) 2020

To,

Sila Solutions Private Limited,

A-301, Floor-3rd, Plot no-249, A, Neelam Centre,

Baburao Pendharkar Marg, Glaxo,

Worli Colony, Mumbai - 400030

Dear Sir,

SUB: REQUEST FOR MODIFICATION / ADDITION IN SERVICES

You are requested to provide additional personnel / services as set out below:

| | | |
|------|--|--|
| i. | Premises Name | (FINTREE FINANCE PVT LTD) |
| ii. | Address / Location | (4 th Floor, Engineering Centre, 9 Mathew Road, Opera House, Charni Road (East), Mumbai 400004) |
| iii. | Scope of Services | (●) |
| iv. | Cost Schedule (including personnel requirement) | |
| v. | Effective Date and Period for provision of Services | (●) |

This letter will form a part of the Facility Management Service Agreement dated (●).

Thanking You.

For, (●)

Authorized Signatory

(●)

Accepted,
For, **Sila Solutions Private Limited**

Authorized Signatory
(●)

