



महाराष्ट्र MAHARASHTRA

2018

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तथा प्रकार प्रतिज्ञापत्र

दस्त नोंदणी करणार आहेत का ? होय/नाही.

मिलकतीचे वर्णन

मुद्रांक विकत घेणाऱ्याचे नांव अनिल डी. मंगेशकर

पत्ता 22/31/40/192

दुसऱ्या पक्षकाराचे नांव

हस्त व्यक्तीचे नांव व पत्ता योगेश कल

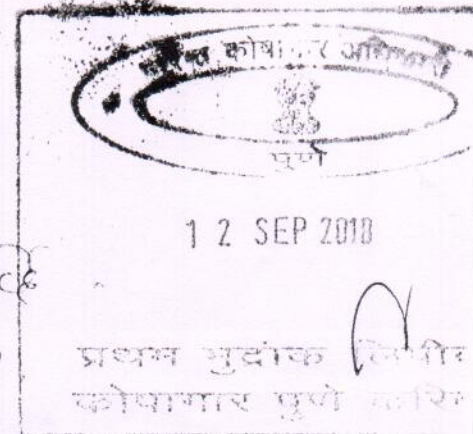
SANGIETAA LOKANDE

परवाना क्र. 2209428

मुद्रांक विकत घेणाऱ्याची सही मोयोज हॉटेल कंपाऊंड, बंडगार्डन रोड, पुणे - 4

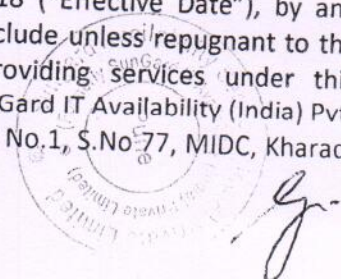
आव कारणासाठी ज्यांनी मुद्रांक खरेदी केला, त्यांनी त्याच कारणासाठी मुद्रांक

खरेदी केलेल्यामुळे महिन्यात वापरणे बंधनकारक आहे



Services Agreement

This Services agreement ("Agreement") is made effective the 1st October, 2018 ("Effective Date"), by and between IH&MS Integrated Solutions India Pvt Ltd. ("Service Provider"), which include unless repugnant to the context its heirs, assigns, employees/personnel of the Service Provider providing services under this Agreement and Sungard Availability Services (India) Private Limited (Formerly SunGard IT Availability (India) Pvt. Ltd) ("Sungard AS") having its Registered Office at 2nd Floor, Wing 4, Cluster D, Plot No.1, S.No.77, MIDC, Kharadi Knowledge Park, Pune - 411 014.



Whereas, Sungard AS wants to obtain certain services and Service Provider desires to provide certain services in accordance with Statements of Work ("SOWs") which Sungard AS and Service Provider may enter into from time to time; and whereas, Service Provider and Sungard AS have agreed on certain terms and conditions relating to certain services to be provided pursuant to contemplated SOWs and they desire to evidence such agreement in writing.

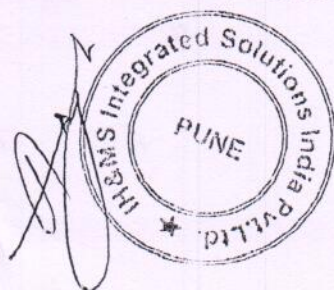
Now, therefore, in consideration of the terms and conditions set forth in this Agreement, Sungard AS and Service Provider agree as follows:

1. SERVICES

Statements of Work. Service Provider shall provide Staff Augmentation Services to Sungard AS by providing qualified, skilled/unskilled well-mannered personnel resource(s) during the Term as detailed in the applicable Statement(s) of Work ("SOW"), subject to the terms and conditions including provisions relating to location, time limitations, rates and personnel. A SOW shall be substantially in the form of Exhibit 'A' attached hereto and any such SOW shall not be effective until it is executed and delivered by Service Provider and Sungard AS. All executed SOWs shall become part of this Agreement.

2. COMPENSATION

- 2.1 Payment Terms.** Sungard AS agrees to pay Service Provider in accordance with the contract price, rates, or payment schedule set forth in each SOW and this Agreement within Forty Five (45) days of receipt of Service Provider's invoice. The Service Provider agrees and undertakes that the personnel resource(s) provided to Sungard AS are employees of the Service Provider and they shall have no claims against Sungard AS and there will not be any employer-employee relationship between such personnel resource(s) and Sungard AS. The Service Provider shall be liable to pay wages, salary, compensation and any statutory benefits due to them as under the labour laws and other legislation and provide the requisite evidences to Sungard AS.
- 2.2 Invoicing.** Within ten (10) days after the end of each calendar month, Service Provider will invoice Sungard AS covering services performed pursuant to this Agreement and the applicable SOW during the preceding month. The invoice will be in such form and provide such information as Sungard AS may reasonably request, and, unless otherwise stated in the SOW, shall itemize what work was done, when, by whom and at what hourly rate. The Personnel resource (s) of the Service Provider employed by the Service Provider for providing services to Sungard AS shall be provided with an Oracle ID and access to Sungard AS's time management system. Service Provider shall ensure that Service Provider and his/her personnel record all hours worked by such Service Provider/Service Provider's personnel into the time management system. Service Provider will then print out such time management system time records and attach a copy to Service Provider's invoices for Sungard AS.
- 2.3** Sungard AS may withhold from the amounts payable to Service Provider amounts required to be withheld under applicable law (Central, state or local).
- 2.4 Audit.** Service Provider agrees to permit representatives of Sungard AS to review Service Provider's books, records, accounts or other documents in connection with this Agreement and make copies thereof, as reasonably necessary, to audit and verify the completeness and accuracy of the charges to Sungard AS or as may otherwise be required for Sungard AS's purposes.



2.5 Expenses.

- 2.5.1** Sungard AS will reimburse Service Provider for any preapproved and reasonable expenses incurred by Service Provider in the performance of services under this Agreement. Service Provider will list any such expenses separately on its invoices, and provide supporting documentation to Sungard AS.
- 2.5.2** Any other out of pocket expenses, including conveyance, office expenses, furniture and, supplies, employees' salaries, employees, telephone calls, postage, advertising, and all other similar expenses incurred by Service Provider in the performance of this Agreement shall be incurred at Service Provider's discretion and shall be Service Provider's sole financial responsibility, unless otherwise provided for in the SOW.
- 2.6** Service Provider shall receive no further compensation for the services in excess of the amount stated in the applicable SOW unless mentioned by Sungard AS via written communication

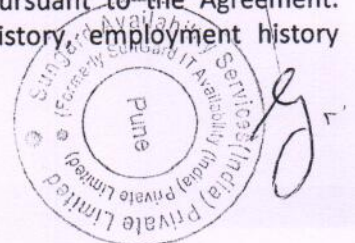
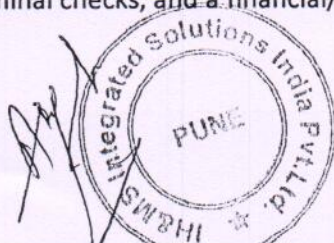
3 WARRANTY/INDEMNIFICATION

3.1 General Warranty.

- 3.1.1** Service Provider hereby represents and warrants to Sungard AS that Service Provider has all necessary licenses, registrations, power and authority to enter into this Agreement, and that Service Provider's execution and performance of this Agreement and each SOW (including performance by Service Provider's employees, agents or subcontractors) will not conflict with or violate any commitment, agreement, or understanding Service Provider has or will have to or with any other person or entity for which he/she performs Services concurrently with those performed herein.
- 3.1.2** Service Provider represents that it and its Personnel resource (s) possess the necessary skills and background to perform the services, and that all services performed pursuant to a SOW will be accurately and efficiently rendered in a good and workmanlike manner and in accordance with the highest professional standards.

3.2 Services Warranty.

- 3.2.1** Service Provider warrants that the Services or any deliverables provided to Sungard AS hereunder will not violate or infringe upon the rights of any third party, including but not limited to, confidential relationships, publicity rights, privacy rights, patent, trademark, trade secret or copyright rights.
- 3.2.2 Background Checks:** Service Provider shall perform background checks of all Service Provider's personnel resource(s) deployed to Sungard AS and contractors including temporary and non-employee personnel who will be performing services for Sungard AS pursuant to the Agreement. Service Provider shall not assign any employee to perform services for Customer who has not authorized a background investigation, or whose background investigation has revealed the conviction of a felony involving dishonesty, a breach of trust or fraud or money laundering within the previous seven (7) years, measured from the time such Service Provider commences services pursuant to the Agreement. Background checks will consist of screened checks for educational history, employment history verification, criminal checks, and a financial/regulatory check.



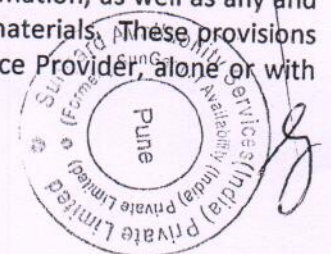
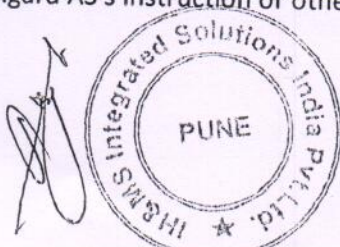
3.3 Indemnification. Service Provider agrees to indemnify and agrees to hold harmless Sungard AS (its officers, directors, employees, affiliates and assigns) from and against any claims, demands, and actions, and any liabilities, damages, or expenses resulting there from, including court costs and reasonable attorney fees, relating to the services performed by Service Provider (or by his deployed Personnel resource(s) or employees or contractors) hereunder, including, without limitation (a) a breach of any of the warranties provided under this Section 3 and (b) injury to persons or damages to property (c) due to willful acts or omissions or carelessness or negligence of the Service Provider and /or its Personnel Resource(s). Service Provider's obligations under this Section 3 shall survive the termination of this Agreement for any reason. Sungard AS agrees to give Service Provider prompt notice of any such claim, demand, or action and shall, to the extent Sungard AS is not adversely affected, cooperate fully with Service Provider in the defense and settlement thereof.

4 CONFIDENTIALITY

4.1 Confidential Information. "Confidential Information" means this Agreement and all SOWs, any addenda hereto signed by both parties, all Sungard AS software, documentation, and other confidential information including, "Confidential Information" means a disclosing Party's proprietary or non-public information or data (whether disclosed in writing orally or by any other means), and which may be marked or which is stated at the time of disclosure to be confidential or which ought reasonably be regarded as confidential relating to its sales strategy, products and solutions, professional services, including, but not limited to, all technical specifications and solution methodologies sales, marketing, customer and prospective customer information; employees; financial information and projections; intellectual property, patent, trademark or copyright application pending in respect of any software, process, technique or procedure; and all other non-public information. Confidential Information includes information that is confidential or proprietary to Sungard AS, any customer or other company who does business with Sungard AS. The confidential information includes all Information Service Provider has received or may receive before, on and/or after the date of execution of this Agreement that is confidential or proprietary to Sungard AS, any customer or other company who does business with Sungard AS.

4.2 Use or Disclosure of Confidential Information. Service Provider acknowledges that the Confidential Information constitutes valuable information and Service Provider agrees that it shall use Confidential Information solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without Sungard AS's prior written consent. Service Provider agrees that it will protect the Confidential Information from unauthorized use and disclosure during the subsistence of this Agreement and for three years from the date of termination of this Agreement. At all times during and after Service Provider's engagement with Sungard AS as an independent contractor, Service Provider will not disclose or communicate any of this information to any competitor or other third party, or use or refer to any of this information for any purpose, or remove materials containing any of this information from Sungard AS's premises, except as necessary for to properly perform services for Sungard AS.

4.3 Return of Confidential Information. Upon termination of its engagement or, upon Sungard AS's request, Service Provider shall immediately return to Sungard AS all Confidential Information, as well as any and all copies of Confidential Information and will not retain any copies of those materials. These provisions apply even to information of this type that developed or conceived by Service Provider, alone or with others, at Sungard AS's instruction or otherwise.



4.4 Notice of Potential Breach. In the event the Service Provider knows or should reasonably know that an employee of Service Provider or any third party has gained unauthorized access to any Sungard AS Confidential Information hereunder, Service Provider shall immediately notify Sungard AS in writing of the full particulars of such access or disclosure.

4.5 Third Parties. To the extent Confidential Information includes non-public, confidential or proprietary information of a third party, that third party shall be a third party beneficiary with respect to the provisions of this Agreement and shall be entitled to enforce such provisions directly against Service Provider as that third party's interests may warrant.

4.6 Injunctive Relief. In the event of actual or threatened breach of the provisions of this Section 4 of the Agreement, Sungard AS will have no adequate remedy at law and will be entitled to immediate and injunctive and other equitable relief, without bond and without the necessity of showing actual money damages. No counterclaim, defense or offset Service Provider may allege will impair Sungard AS's right to enforce this Agreement.

5 INDEPENDENT CONTRACTOR/ INDEMNIFICATION

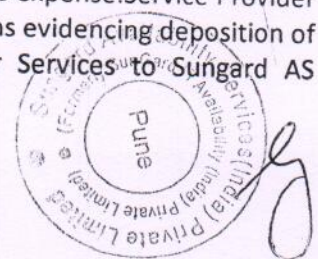
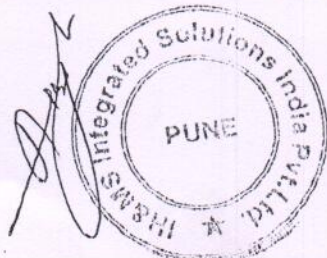
5.1 Service Provider will perform the services in the capacity of an independent contractor and not as an employee or agent of Sungard AS. Service Provider acknowledges that Sungard AS will provide no training. Service Provider will exercise its own judgment as to the method for performing the services, including its hours of work, and the sequence of performing the work, subject to requirements of this Agreement.

5.2 Nothing in this Agreement shall be construed as creating a joint venture relationship, an employer/employee relationship, an agent-principal relationship, a landlord-tenant relationship or any similar relationship. Neither Service Provider nor any of its personnel/employees or subcontractors shall have the authority to make any statements, representations, or commitments of any kind, nor take any other action which would be binding on Sungard AS.

5.3 Service Provider may not subcontract or otherwise delegate its obligations under this Agreement without the prior written approval of Sungard AS.

5.4 Insurance. As an independent contractor, Service Provider shall maintain all necessary insurance, including but not limited to, workers' compensation, comprehensive general liability including health insurance, personal injury coverage and professional liability coverage. Neither the existence, terms nor amount of any insurance cover shall relieve the Service Provider of any liabilities under this Agreement or limit any such liabilities.

5.5 Compliance with laws. Service Provider agrees to comply with all central, state and local laws applicable to its performance under this Agreement and applicable labour laws (and rules thereunder and the laws as modified from time to time) and the laws related to the payment of wages to employees and selection of employees working on services under this Agreement, including without limitation obtaining all necessary permits, registrations and licenses at Service Provider's expense. Service Provider shall provide the Copies of Provident Fund (PF) and Profession Tax (PT) challans evidencing deposition of applicable statutory dues of the personnel/employees (who shall render Services to Sungard AS pursuant to this Agreement) along with the monthly invoice.



5.6 Taxes. Except as otherwise provided, Service Provider will be responsible for the payment of all taxes and withholdings with respect to the fees generated under this Agreement, including but not limited to, any social security taxes and any federal, state and/or municipal income taxes.

6 TERM AND TERMINATION

6.1 This Agreement shall be effective as of the first date written above and shall remain in effect from the date of signing unless sooner terminated by either party for no reason by giving forty five (45) days prior written notice to the other, unless other termination provisions are applicable mentioned herein or in the SOW. (Any Termination "For Cause" shall be made in good faith at the discretion of Sungard AS with immediate effect.)

6.2 Termination of this Agreement by Service Provider shall not affect Service Provider's obligations to complete the performance required under any outstanding SOW. This Agreement may be renewed or extended for any period as mutually decided between the parties.

6.3 Upon any termination of this Agreement or a SOW for any reason, Service Provider shall deliver to Sungard AS all Work Products that were developed pursuant to this Agreement, whether finished or unfinished.

6.4 In the event this Agreement or a SOW is terminated prior to completion of the services,

6.4.1 Service Provider shall refund to Sungard AS any fees and expenses paid by Sungard AS but not earned or incurred by Service Provider prior to the termination date; and

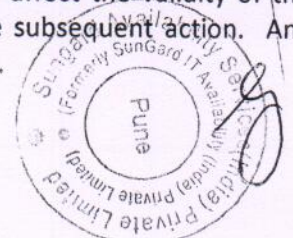
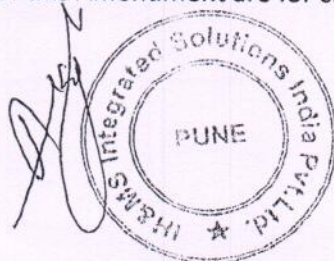
6.4.2 If termination is by Sungard AS other than for cause (defined as a material breach of this Agreement or a SOW by Service Provider or its subcontractors, which breach is not cured within forty five (45) days after Sungard AS gives Service Provider notice of such breach), or if termination is by Service Provider, Sungard AS shall pay Service Provider for its satisfactory services provided up to the date of such termination, and Service Provider expenses, in accordance with the terms of this Agreement.

6.5 In the event of any termination of this Agreement, the parties agree that the Warranty/Indemnification, Ownership of Materials, Confidentiality, Use of Name, Independent Contractor/Indemnification, Non-Solicitation and Miscellaneous sections shall survive such termination. In addition, the parties agree that other terms and conditions, by their nature, may survive any termination of this Agreement.

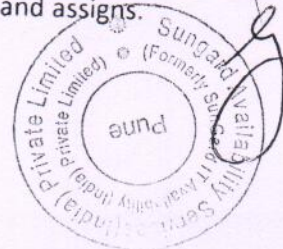
7 MISCELLANEOUS

7.1 USE OF NAME. Service Provider shall not use the name, trade name, service marks, trademarks, trade dress, logos, copyrighted works, or other proprietary material of Sungard AS (or any of its affiliates, clients) in publicity releases, advertising or similar activity without Sungard AS's prior written consent.

7.2 Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. Any headings to sections of this Amendment are for convenience of reference only.



- 7.3 Severability.** If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law. If a court decides that any provision of this Agreement is too broad, then the court may limit that provision and enforce it as limited.
- 7.4 Entire Agreement.** This Agreement (including any SOW and any addenda/ amendment hereto signed by both parties) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter.
- 7.5** No terms, provisions or conditions of any purchase order, acknowledgment or other business form that Service Provider may use in connection with the provision of services hereunder will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of Sungard AS to object to such terms, provisions or conditions.
- 7.6** This Agreement may not be amended, except by a writing signed by both parties.
- 7.7** Unless expressly provided otherwise in this Agreement, any prior consent of Sungard AS that is required before Service Provider may take an action may be granted or withheld in Sungard AS's sole and absolute discretion.
- 7.8** No exercise or enforcement by either party of any right or remedy under this Agreement, including termination under Section 6, will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.
- 7.9** This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same agreement.
- 7.10 Jurisdiction and Process.** In any action relating to this Agreement, (a) each of the parties irrevocably consents to the exclusive jurisdiction and venue of the courts located in Pune and (b) the prevailing party shall be entitled to recover its reasonable attorneys' fees (including, if applicable, charges for in-house counsel), court costs and other legal expenses from the other party regardless of whether the scope of any provision of this Agreement is limited as part of the legal proceeding.
- 7.11 Governing Law. THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF INDIA.**
- 7.12 Assignment.** Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Service Provider, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of Sungard AS. Sungard AS reserves the right to assign the rights and obligations under this Agreement without the prior written consent of the Service Provider. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

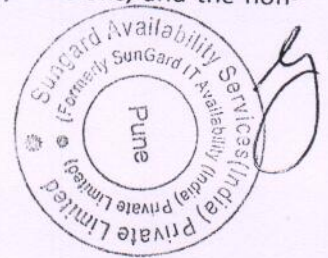


7.13 Notices. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class registered mail, or air mail, as appropriate, or (c) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address set forth in the signatory area of this Agreement. In the case of (a) any notice by Service Provider alleging breach of this Agreement by Sungard AS or (b) a termination of this Agreement, Service Provider shall also send a copy to: Sungard Availability Services(India) Private Limited 2ndFloor, Wing 4, Cluster D, Plot No.1, S. No 77, MIDC, Kharadi Knowledge Park, Pune- 411 014, Maharashtra - India, Attention: Head - HR. Either party may change its address for notice by notice to the other party given in accordance with this Section.

7.14 Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service.

7.15 Nothing in this Agreement shall be construed to impose upon Sungard AS any obligation to hire Service Provider for any specific job or service or to execute any SOW with Service Provider.

7.16 Arbitration. If any dispute arises amongst Parties hereto during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of this Agreement or regarding a question, the Parties shall Endeavour to settle such dispute amicably. In the case of failure by the Parties to resolve the dispute in the manner set out above within twenty (21) days from the date when the dispute arose, the dispute shall be referred to arbitration before a sole arbitrator who shall be an independent third party appointed by the statutory auditors of Sungard AS. The place of arbitration shall be Pune. The arbitration proceeding shall be governed by the Arbitration and Conciliation Act, 1996 and shall be in the English language. The arbitrator shall also decide on the costs of the arbitration proceedings. The arbitrator's award shall be substantiated in writing and the Parties shall submit to the arbitrator's/arbitral panel's award which shall be enforceable in any competent court of law. Notwithstanding anything to the contrary in this Agreement, either Party may at any time seek injunctive or interlocutory relief (including any interim injunction, permanent injunction, restraining order or other equitable relief) in a court of competent jurisdiction in order to protect any urgent interest of such Party, including the confidentiality and use restrictions, the intellectual property provisions, and the non-compete and non-solicitation provisions, of this Agreement.



INTENDING TO BE LEGALLY BOUND, the parties have executed this Agreement as of the dates set forth below. By signing below, Service Provider represents and warrants that this Agreement shall be binding as against any subsidiaries or affiliates on whose behalf Service Provider signs this Agreement.

IH&MS Integrated Solutions India Pvt Ltd
("Service Provider")

By [Signature]

Name Arun Kumar Singh

Title Managing Director

Date _____

Address IH&MS Integrated Solutions India Pvt Ltd

Office 304, 3rd Floor Nyati Millenium

VIMAN NAGAR, PUNE -411014

Sungard Availability Services (India) Private Limited
("Sungard AS")

By [Signature]

Name Girish Awachat

Title Director-Real Estate & Workplace Services

Date 01/9/18

Address Sungard Availability Services (India) Pvt. Ltd

2nd Floor, Wing 4, Cluster D,

EON, Kharadi, Pune - 411 014

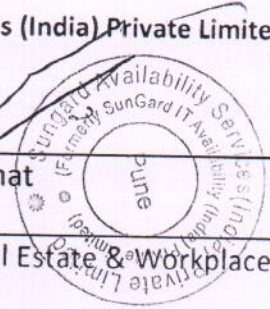


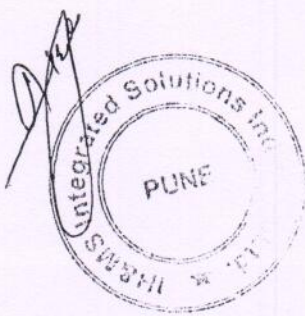
EXHIBIT 'A'

STATEMENT OF WORK

This Statement of Work ("SOW") is made effective the 1st October 2018 by and between Sungard Availability Services (India) Private Limited (Formerly SunGard IT Availability (India) Pvt. Ltd). ("Sungard AS") and IH&MS Integrated Solutions India Pvt Ltd ("Service Provider"), and shall be governed by the terms and conditions of the Services Agreement dated 1st October 2018, between Sungard AS and Service Provider.

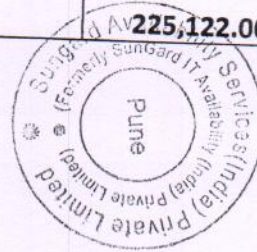
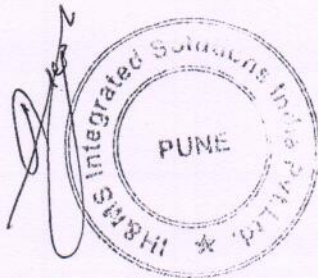
Sungard AS hereby contracts with Vendor to provide services to Sungard ASAs provided below:

1. Description of services or Job: to provide temporary staff to carry on day-to-day office work and Facility Management Services (Housekeeping and technical services) to be maintained by the Vendor per IT/ITES industry standards
2. Sungard AS location: 2nd floor, Wing 4, Cluster D, EON MIDC Knowledge Park, Kharadi, Pune - 411 014, India.
3. Service dates: 1st October 2018 to 30th September 2020
4. Number of hours: Per mutual agreement between Sungard AS and Vendor
5. Personnel: The personal described in table below in clause 9. "Service Fee" will supervise and provide all or substantially all of the services pursuant to this SOW.
6. Deliverables and Specifications. – Janitorial services and upkeep of the office area as described in clause 2 of SOW.
7. Penalty – Sungard AS can levy a penalty of Rs. 300/- per person per day if any of the personal [as mentioned in clause 9 (table SL No:1 & 2) of the SOW] is found to be absent and Service Provider being unable to provide a substitute for the same.
8. Invoicing – Service Provider will submit monthly invoice per actual deployment of personal according to rate described in clause. 9 of the SOW



9. Service Fee –

SL NO	PARTICULAR	DEPLOYED STAFF	RATE MONTHLY	PRICE MONTHLY
1	HK Supervisor	2	20087	40,174.00
2	JR Housekeeping operator	9	13886	124,974.00
3	BMS Operator	1	20949	20,949.00
	TOTAL MP COST	12		186,097.00
3	Equipment Rental Cost		7650	7,650.00
4	Chemicals and consumables		25000	25,000.00
5	Dustbin liners		5000	5,000.00
6	Femina hygine bin		475	475.00
7	Aerosol Dispenser Machines	2	450	900.00
	Grand total			225,122.00
	MGMT FEE@10%			22,512.20
	TOTAL			225,122.00
	GRAND TOTAL (INR)			225,122.00



INTENDING TO BE LEGALLY BOUND, the parties have executed this Agreement as of the dates set forth below. By signing below, Vendor represents and warrants that this Agreement shall be binding as against any subsidiaries or affiliates on whose behalf Vendor signs this Agreement.

IH&MS Integrated Solutions India Pvt Ltd.
("Service Provider")

Sungard Availability Services (India) Private Limited
("Sungard AS")

By [Signature]
Name Arun Kumar Singh
Title Managing Director
Date _____

By [Signature]
Name Girish Awachat
Title Director - Real Estate & Workplace Services
Date 21/9/18.

