

# MPS Infotecnics Limited

(Formerly Visesh Infotecnics Limited)

CIN: L30007DL1989PLC131190



Through: Courier /email

Ref.: VIL/SEC/2016-17

March 22, 2017

To,  
The Manager – Listing,  
National Stock Exchange of India Ltd.  
Exchange Plaza, Bandra,  
Kurla Complex (E)  
Mumbai-400051.  
NSE Scrip Code: VISESHINFO

The Manager- Listing  
BSE Limited,  
Floor 25, P J Towers,  
Dalal Street,  
Mumbai –400001  
BSE Scrip Code – 532411

**Disclosure under regulation 30 read with Para B of Part A of Schedule III of SEBI (Listing Obligation & Disclosure requirements) Regulation, 2015**

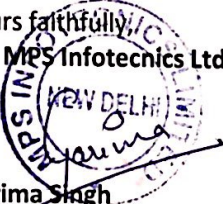
Dear Sir / Madam,

In continuation to our intimation dated January 18, 2017 wherein we had informed that we had received letter from Central Depository Services (India) Limited (CDSL) confirming us that they would be providing ASA/KSA services to our company for e-KYC services using Aadhar Authentication. Subsequent upon received of the said letter of intent the company has executed an agreement with CDSL and by executing the said agreement we have inched closer to become AUA and launch services like Authentication, Mobile number update, Aadhaar Enabled payment, etc. once our AUA application which is filed on January 18, 2017 with UIDAI is approved.

Kindly note that we had executed the Agreement with CDSL on 1<sup>st</sup> February 2017 which was then sent to CDSL's Mumbai Office for execution. The Mumbai office after receiving the same on or about 15/02/2017 sought certain information and/or documents which were supplied. CDSL after closely scrutinizing the documents executed the same. Scanned copy of which has been provided to us and was received by us only on 21/03/2017 through an email. Scanned copy of the Agreement as received by us on 21/03/2017 is enclosed herewith for your ready reference and request you to kindly take the same on your records.

Thanking you,

Yours faithfully,  
For MPS Infotecnics Ltd.

  
Garima Singh  
(Company Secretary)

**Corporate Office :** B-55, Sector - 65, Noida (U.P.)-201301  
Ph: +91-120-4713900, Fax: +91-120-4324040  
**Regd. Office :** 703, Arunachal Building,  
19, Barakhamba Road, New Delhi-110001  
Ph.: +91-11-43571044, Fax: +91-11-43571047  
E-mail : info@viseshinfo.com



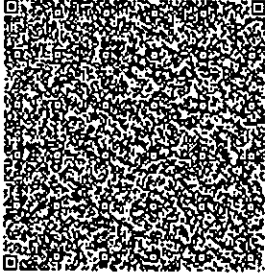
सत्यमेव जयते

# INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

## e-Stamp

Certificate No. : IN-DL39478774573820P  
Certificate Issued Date : 18-Jan-2017 04:53 PM  
Account Reference : IMPACC (IV)/ dl860303/ DELHI/ DL-DLH  
Unique Doc. Reference : SUBIN-DL86030379425772113585P  
Purchased by : MPS INFOTECNICS LIMITED  
Description of Document : Article 5 General Agreement  
Property Description : Not Applicable  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : MPS INFOTECNICS LIMITED  
Second Party : Not Applicable  
Stamp Duty Paid By : MPS INFOTECNICS LIMITED  
Stamp Duty Amount(Rs.) : 500  
(Five Hundred only)



.....Please write or type below this line.....

For MPS Infotecnics Limited

  
Authorized Signatory.



**Statutory Alert:**

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website 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.



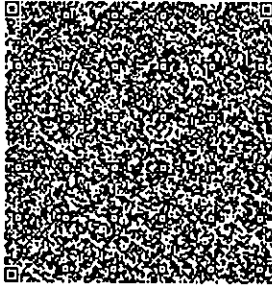
सत्यमेव जयते

# INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

## e-Stamp

Certificate No.	: IN-DL39478522502788P
Certificate Issued Date	: 18-Jan-2017 04:52 PM
Account Reference	: IMPACC (IV)/ dl860303/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL86030379426038548836P
Purchased by	: MPS-INFOTECHNICS LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: MPS-INFOTECHNICS LIMITED
Second Party	: Not Applicable
Stamp Duty Paid By	: MPS-INFOTECHNICS LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



.....Please write or type below this line.....

For MPS Infotecnics Limited

  
Authorized Signatory



### Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website 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.

**AGREEMENT BETWEEN ASA/KSA AND AUA/KUA of UIDAI**

THIS AGREEMENT is made at Mumbai on this 1st\_\_day of February, 2017, between **Central Depository Services (India) Limited** , a company registered under The Companies Act, 1956, having its registered office at 17<sup>th</sup> Floor, P. J. Towers, Dalal Street, Fort, Mumbai 400 001. (herein after referred to as the “CDSL-ASA/KSA”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in title, and permitted assigns), of the FIRST PART and,

MPS Infotecnics Limited Company incorporated under the Companies Act, 1956, and having its registered office at 703 , Arunachal Building , 19 Barakhamba Road , Connaught Circus , New Delhi – 110016 (herein after referred as the “MPSINFO-AUA/KUA”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in title, and permitted assigns) of the SECOND PART.

**WHEREAS**

- a. CDSL-ASA/KSA has been appointed / empanelled by UIDAI as its Authentication Service Agency (ASA) and e-KYC services (KSA) to build and manage secure network connectivity to UIDAI’s Central database that is compliant with the standards and specifications of UIDAI, and that can be provided to Authentication User Agencies for enabling Aadhaar Authentication Services.



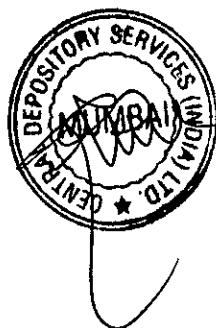
For MPS Infotecnics Limited

  
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- b. Unique Identification Authority of India (UIDAI) has been set up with the mandate of issuing unique identification numbers, i.e., "Aadhaar Numbers" to the residents of India, based on their biometric and demographic information.
- c. The Aadhaar Number and Identity details of the residents can be authenticated through an online mechanism provided by UIDAI for this purpose.
- d. Having been appointed/empanelled as ASA/KSA by UIDAI, CDSL-ASA/KSA has entered into ASA/KSA Agreement with UIDAI and has secured rights to provide Aadhaar authentication services to the Users.
- e. MPS INFOTECNICS LIMITED-AUA has been appointed by UIDAI as its Authentication User Agency (AUA) to provide Aadhaar enabled services.
- f. Having been appointed as AUA/KUA by UIDAI, MPS INFOTECNICS LIMITED-AUA/KUA has entered into AUA/KUA Agreements with UIDAI and has secured rights to provide Aadhaar enabled services.
- g. MPS INFOTECNICS LIMITED-AUA/KUA desires to utilise the network connectivity services of CDSL-ASA/KSA and CDSL-ASA/KSA agrees to offer its network connectivity services to MPS INFOTECNICS LIMITED-AUA/KUA subject to the terms and conditions mentioned herein below and within the broad framework prescribed by UIDAI.

CDSL-ASA/ KSA and MPS INFOTECNICS LIMITED-AUA/KUA are hereinafter collectively referred to as "Parties" and individually as "Party"

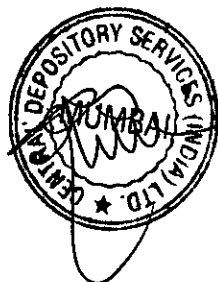
**NOW THEREFORE**, in consideration of the mutual covenants and promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree and this Agreement witnesseth as follows:




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1. CDSL-ASA/KSA is empaneled by UIDAI to provide UIDAI-compliant secured network connectivity as a service to Authentication User Agencies and transmit AUAs'/KUA's authentication requests to UIDAI's Central Identities Data Repository (CIDR)
2. CDSL-ASA/KSA shall discontinue the network connectivity between the UIDAI's CIDR and the (MPS INFOTECNICS LIMITED)-AUA/KUA or its Sub AUA immediately upon receipt of notification from UIDAI of termination of contract between UIDAI and the AUA/KUA or its Sub AUAs.
3. MPS INFOTECNICS LIMITED-AUA/KUA shall not deal with CDSL-ASA/KSA for connectivity to the UIDAI's CIDR immediately upon receipt of notification from UIDAI of termination of contract between UIDAI and CDSL-ASA/KSA.
4. CDSL-ASA/KSA shall forward to UIDAI's CIDR only requests that are complete and incomplete authentication requests shall be returned to MPS INFOTECNICS LIMITED-AUA/KUA with appropriate error message.
5. MPS INFOTECNICS LIMITED- AUA/KUA is an AUA/KUA as long as it is designated as an AUA/KUA by the UIDAI and the day it ceases to be an AUA/KUA, all the contracts between the CDSL-ASA/KSA and MPS INFOTECNICS LIMITED-AUA/KSA will stand terminated without any notice
6. MPS INFOTECNICS LIMITED-AUA/KUA shall take due care to provide only complete and compliant request for authentication to CDSL-ASA/KSA.
7. MPS INFOTECNICS LIMITED-AUA/KUA shall ensure that the network connectivity used for sending their authentication requests is in compliance with UIDAI's standards and specifications. MPS INFOTECNICS LIMITED-AUA/KUA shall build and maintain the connectivity between authentication devices and the CDSL-ASA's/KSA's systems by themselves or through an outsourced service provider.
8. MPS INFOTECNICS LIMITED-AUA/KUA shall ensure that the authentication devices used for enabling Aadhaar authentication for its services shall comply with UIDAI's specifications and standards; and that the applications driving the authentication devices are certified by UIDAI or UIDAI-approved independent certification agency.
9. MPS INFOTECNICS LIMITED-AUA/KUA unequivocally agrees that all applications used by it in running its Aadhaar authentication operations shall be duly certified/ approved by UIDAI or an agency appointed/ approved by UIDAI (as and when UIDAI creates a certification mechanism for certifying Aadhaar enabled applications). In the event the



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- already certified/ approved applications employed by MPS INFOTECNICS LIMITED-AUA/KUA undergo modifications, MPS INFOTECNICS LIMITED)-AUA/KUA shall deploy the modified applications only after renewed certification/approval from UIDAI.
10. Both CDSL-ASA/KSA and MPS INFOTECNICS LIMITED-AUA/KUA shall ensure that all relevant laws and regulations are adhered to in relation to data storage and data protection (with regard to Aadhaar-based identity data) in their systems, that of their agents (if applicable) and with authentication devices.
  11. In cases where the authentication devices are operated by MPS INFOTECNICS LIMITED-AUA's/KUA's personnel (or personnel of their agents), MPS INFOTECNICS LIMITED-AUA/KUA is responsible for ensuring that the operating personnel who are adequately trained to conduct Aadhaar-based authentication in compliance with UIDAI's requirements.
  12. When MPS INFOTECNICS LIMITED-AUA/KUA engages with a Sub AUA, it generates a Sub AUA Code to identify the specific Sub AUA. When transmitting authentication requests from a Sub AUA, MPS INFOTECNICS LIMITED-AUA/KUA always includes the Sub AUA Code so that Aadhaar authentication transaction logs can track the origin of all authentication requests.
  13. MPS INFOTECNICS LIMITED-AUA/KUA shall take responsibility on behalf of their Sub AUAs for the standards to be maintained regarding security, infrastructure, processes, devices and other aspects as specified by UIDAI. MPS INFOTECNICS LIMITED-AUA/KUA shall take responsibility on behalf of their Sub AUAs for completeness of the authentication requests.
  14. MPS INFOTECNICS LIMITED-AUA/KUA shall inform CDSL-ASA/KSA of any termination of contracts with Sub AUA
  15. Each Party shall indemnify the other party in respect of any loss or liability incurred, or any claim arising in respect of any incorrect information furnished by the other Party in respect of the services provided by each party.
  16. Any claims, disputes or liabilities arising out of/in respect of Aadhaar enabled services provided by MPS INFOTECNICS LIMITED-AUA/KUA to its SUB-AUAs shall be settled between MPS INFOTECNICS LIMITED-AUA/KUA and its SUB-AUAs and shall not be the responsibility of CDSL-ASA/KSA.

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17. All compensation/fees/remuneration payable by MPS INFOTECNICS LIMITED-AUA/KUA from time to time shall be as mutually agreed. MPS INFOTECNICS LIMITED-AUA/KUA shall pay to CDSL-ASA/KSA the charges as per the invoice raised by CDSL-ASA/KSA for the services provided by CDSL-ASA/KSA at rates for the present as set out in Schedule A. Any modification which is mutually agreed and in writing shall be deemed to be part of this agreement and modification shall supersede the earlier Schedule of charges as set out in Schedule A.
18. The parties to this Agreement shall resolve the grievances of the residents within reasonable time period
19. Both parties agree to comply with all applicable laws including but not limited to applicable Anti Bribery Laws.
20. This Agreement shall be governed by the laws of India.

Each Party shall in good faith perform this Agreement based on confidence placed by one party in the other and relied upon by such party. Any dispute, controversy or claim, arising out of or relating to this Agreement, or the breach, termination or validity thereof, shall be first resolved by mutual conciliation at the senior management level. If such conciliation fails the matter shall be submitted to arbitration under the Arbitration and Conciliation Act, 1996, as amended from time to time. Each Party shall nominate an Arbitrator. The two Arbitrators shall thereafter nominate a Third Arbitrator. The Award of the Arbitrators shall be final and binding upon the parties and the Award shall include allocation of the cost of the Arbitration proceedings. The Seat of Arbitration shall be Mumbai only and the proceedings shall be conducted in English.

21. For all purposes in relation to this Agreement, the Courts at Mumbai alone shall have exclusive jurisdiction. No other Court shall have jurisdiction to deal with any dispute or any matter between the parties arising out of this Agreement.

## 22. Confidentiality

- a. The proprietary and confidential information to be accessed by and received by the parties shall be subject to the terms and conditions set out herein below:

Any and all oral, written, electronic, graphic or machine – readable information including, but not limited to, that which relates to patents, patent applications, research,



For MPS Infotecnics Limited

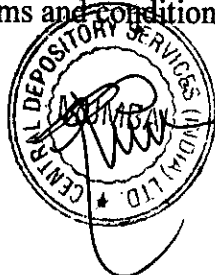
  
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product plans, products, developments, inventions, processes, designs, drawings, engineering, formulae, markets, software (including source and object code), hardware configuration, computer programs, algorithms, business plans, agreements with third parties, services, customers, business, financial, and operational and any other information or data, or a combination of any of them accessed by or supplied to the "Receiving Party" by, or at the direction of the "Furnishing Party" including any copies, excerpts, notes, memoranda, summaries, analysis or compilations or a combination of two or more of these generated by the Receiving Party (collectively, the "Information"), will be treated as confidential as provided in this Agreement.

- b. For purposes hereof, "Information" shall not include: (a) information in the public domain at the time that it was provided by the Furnishing Party or which subsequently came into the public domain other than as a result of breach of this Agreement; (b) information obtained from a third party unaffiliated with the Furnishing Party (provided such party was not bound by confidentiality agreements with the Furnishing Party); (c) information independently developed by the Receiving Party without reference to the Information; or (d) information in the possession of the Receiving Party prior to its disclosure by the Furnishing Party to the Receiving Party.
- c. All Information: (i) shall remain the property of the Furnishing Party; (ii) shall be treated as confidential by the Receiving Party, and the Receiving Party shall take such action as shall be necessary or desirable to preserve and protect the confidentiality of the Information and in any event using means not less than those used to protect its own confidential information; (iii) shall be used solely for purposes as provided in this Agreement, and for no other purpose; and (iv) shall not be disclosed to any third party other than the Receiving Party and such of its officers, directors, employees, financial advisors, accountants or attorneys necessary on a "need to know" basis (each an "Authorized Person") without the Furnishing Party's prior written consent and provided that each such employees/personnel/consultants has agreed in writing to maintain the confidentiality of the Information in accordance with the terms hereof; (It's a standard clause, we may not delete)

Provided however, that prior to disclosing the Information, the Receiving Party shall require each person who receives the Information to be cognizant of and to comply with the terms and conditions of this Agreement.



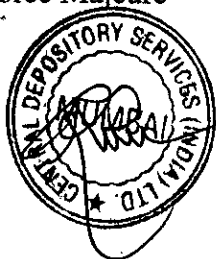
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- d. In the event that the Receiving Party or any of its Authorized Persons becomes legally compelled (including, without limitation, by law, rule, regulation or governmental regulatory or administrative or similar agency as part of a judicial or administrative proceeding including, without limitation, by deposition, interrogatory, request for information or documents, subpoena, civil or criminal investigative demand or otherwise) to disclose any of the Information, the Receiving Party shall provide the Furnishing Party with immediate written notice of such requirement so that the Furnishing Party may seek a protective order or other appropriate remedy or waive compliance with this paragraph unless such notice is prohibited by the applicable law/Regulatory Authority.
- e. The Receiving Party will only disclose the Information to the personnel / consultants of the Receiving party who have a need to know the Information for their work in connection with the Transaction, provided that each such employees/personnel/consultants has agreed in writing to maintain the confidentiality of the Information in accordance with the terms hereof.
- f. The Receiving Party recognizes that a breach of this Agreement may cause irreparable harm to the Furnishing Party and that actual damages may be difficult to ascertain and in any event may be inadequate. Accordingly, the Receiving Party agrees that in the event of such breach, the Furnishing Party may be entitled to injunctive relief in addition to such other legal including criminal prosecution for such breach or equitable remedies as may be available. Receiving party shall be responsible and liable to the Furnishing party for any unauthorized disclosure or any breach of the terms and conditions herein contained. Receiving party hereby indemnifies and agrees to keeps the Furnishing party saved, defended, harmless and indemnified from and against all costs, charges, expenses and damages whatsoever.
- g. The Receiving Party will not use nor permit the use of the Furnishing Party's names, logos, trademarks or other identifying data, or otherwise discuss or make reference to the Furnishing Party, in any notices to third parties or in any press release or other public announcement or advertisement, however characterized, without the Furnishing Party's prior written consent.

23. Force Majeure



For MPS Infotecnics Limited

  
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- a. Notwithstanding anything contained in this agreement, either parties shall not be liable for any delay or failure in performing its obligation as per this agreement if such delay or failure is on account of an event of Force Majeure.
- b. For the purposes of this clause, Force Majeure shall mean:
  - i. Effect of any natural element or other acts of God, including but not limited to storm, flood, earthquake, lightning, cyclone, landslides or other natural disasters, explosions or fires;
  - ii. Strikes, work to rule actions, go slow or similar labour disturbances or other labour action by workers or employees of either Party, including any contractor or any sub-contractor of either Party;
  - iii. Public disorder, insurrection, rebellion, sabotage, riots, terrorism, interruption of traffic beyond the reasonable control of the Parties or violent demonstrations of a local, regional or national character at the mine or at any place where the Agreement or part thereof is to be performed;
  - iv. The outbreak of an epidemic or other communicable diseases in any place where the Agreement or part thereof is to be performed;
  - v. Any order, regulation, directive, requirement from any Governmental, legislative, executive or judicial authority or a change in law.

24. Miscellaneous

- a. Notwithstanding anything contained in this Agreement or in any document referred to in it shall constitute the Parties as a partner or agent of the other, nor shall the execution and implementation of this Agreement confer on either Party any power to bind or impose any obligations to any third parties on the other Party or to pledge the credit of other Party. Neither Party shall or purport to incur any debt or liability on behalf of the other Party.
- b. This Agreement contains the entire agreement between the Parties in respect of the matters referred to herein and shall supersede all prior agreements and arrangement between the Parties in respect of the subject matter hereof. No modification, amendment or alteration of this Agreement shall be made except in writing and signed by authorized representatives of both Parties.



For MPS Infotecnics Limited

  
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- c. No failure or delay by any Party in exercising any right, power or privilege hereunder nor shall any single or partial exercise of any other right, power or privilege operate as a waiver thereof. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- d. All notices and other communications in respect of this Agreement shall be given in writing and sent by registered post acknowledgement due or courier or Email to Authorized email ID or any other electronic mode to the addressee party at its address and facsimile number set forth below:

In the case of **CDSL-ASA/KSA:**

Attention: Mr. Ramkumar K

Address: 17th Floor, P. J. Towers, Dalal Street,  
Fort, Mumbai 400 001

Tel: 022-22728633

Fax: 022-22723199

In the case of **MPS INFOTECNICS LIMITED-AUA/KUA:**

Attention: Mr.S.P.Gupta

Address: B-55 , Sector - 65

Noida -201301

Tel: 0120-4713951

Fax: 0120-4713900

- g. Any provision hereof which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.
- h. Except with the prior written consent of the other Party, neither the benefit nor the burden of this Agreement shall be assignable by either Party. Entity may assign or transfer its rights and obligations under this Agreement to any entity which acquires all or substantially all of its operating assets or into which entity is merged or reorganized pursuant to any merger or reorganization.
25. This Agreement shall come into force from the date first mentioned hereinabove and shall remain valid until it is terminated by either party in terms of the clauses under this Agreement or in the event of termination of the CDSL-ASA/KSA Agreement or MPS INFOTECNICS LIMITED-AUA/KUA Agreement with UIDAI.

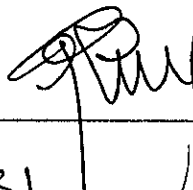




For MPS Infotecnics Limited

  
Authorized Signatory.

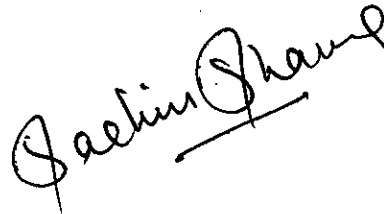
- 26. This Agreement may be executed in two counterparts, both of which shall be deemed an original, but both of which shall constitute one and the same instrument. The Stamp duty, if any, in respect of the agreement shall be borne and paid by parties in equal proportion.
- 27. This Agreement may be terminated by either party by giving 30 days notice to the other party.
- 28. The provisions of this Agreement, which are intended to survive the term of this Agreement by their very nature shall survive the termination of this Agreement.

**IN WITNESS WHEREOF** all the parties to this Agreement have caused their presents to be executed as of the day and the year first above written.

  
 \_\_\_\_\_  
 (Mr. RAM KUMAR)  
 (Signed For and On Behalf of CDSL-ASA/KSA)


 Witnessed By   
 \_\_\_\_\_  
 (Ms. LATHA NAIR)

For MPS Infotecnics Limited  
  
 \_\_\_\_\_  
 Authorized Signatory.

Witnessed By   
 \_\_\_\_\_  
 SACHIN SHARMA  
 9873486246

(Signed For and On Behalf of MPS INFOTECNICS LIMITED)-AUA/KUA)

Date: 01/02/2017

Place: New Delhi

MD	RECEIVED Central Depository Services Limited	AC
CEO		FIN
OPS	15 FEB 2017	HRD/ ADM
BD		AUDIT
IT	No. .... Contents not Verified	LL
IGC		ACCTS

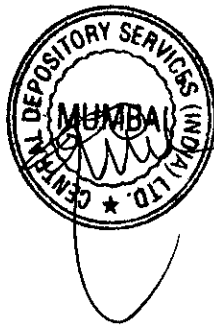
**SCHEDULE A**

**SCHEDULE FOR CHARGES**

1. The browser based software is provided by CDSL at a cost of Rs. 50,000 plus applicable taxes for AUA with AMC of 10% i.e 5,000/- per annum & Rs. 1 lakh plus applicable taxes for KUA with AMC of 10% i.e. 10,000/- per annum.
2. CDSL has tied up with system auditors for auditing the AUA/KUA systems and for certification of the same. The charges for certification is Rs.20,000/- each for AUA & KUA certification.
3. CDSL as ASA levies a fee of Re. 0.15 plus UIDAI charges (if any) plus applicable taxes per record for AUA services.
4. CDSL as KSA levies a fee of Rs. 1.00 plus UIDAI charges (if any) plus applicable taxes per record for KUA services.
- 5 Sr.Nos. 3 & 4 are subject to a minimum of Rs. 5,000/- per month.

XXXXXXXXXXXXXXXXXXXX

For MPS Infotecnics Limited



  
Authorized Signatory.