

# REFERRAL PARTNER AGREEMENT

THIS AGREEMENT is made and entered at Thane / Mumbai on this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

## BETWEEN

**FINSERVE PVT. LTD., (CFPL)**, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at B/2, Ground Floor, Raghu Leela Complex, 150 feet Road, Nr. Hidden cafe, Bhayander (W), 401101. (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its present and future directors, shareholders, executors, legal representatives and assigns) party of the **“ONE PART”**

;

## AND

**Ashish Pavan Shethia**, PAN NO. \_\_\_\_\_, Indian Inhabitant, having address at \_\_\_\_\_

\_\_\_\_\_ hereinafter referred to as the **“REFERRAL PARTNER”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, legal representatives and assigns) party of the **“OTHER PART”**.

WHEREAS, CFPL is in the business of arranging, (a) Loans against Property, (b) Business Loans, (c) Home Loans, (d) Personal Loans, (e) SME Loans, (f) Construction Finance, for its customers who are interested in availing such loan, from various banks and financial institutions. WHEREAS, the Referral Partner is interested to associate with CFPL in its business activity as a Referral Partner, upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises and the promises herein made, the parties hereto hereby agree as follows:

**1. TERM / TERMINATION.** The term of this Agreement shall begin as of the date \_\_\_\_\_ (the “Effective Date”) and shall continue till such period either of the parties intimates the other party of its intention to terminate this agreement. Either party may terminate this Agreement at any time and for any reason upon \_\_\_\_\_ month’s prior written notice to the other party. Provided always that the power of termination shall not be exercised by the parties unless and until the aggrieved party have given to the defaulting party fifteen days prior notice in writing of intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the defaulting party in remedying such breach or breaches within a reasonable time after giving of such notice. In the event of termination of this agreement, all the respective documents in possession of either of the party shall be returned to the respective party with immediate effect.

## **2. PERFORMANCE BY REFERRAL PARTNER.**

a. CFPL hereby engages Referral Partner as a non-exclusive independent Referral Partner to refer to CFPL potential customers who are interested in availing the types of loans referred to above in this agreement, and not as an employee of CFPL. The parties will become contractually bound only upon the issuance of a 'Confirmation Advice' issued by CFPL. Each confirmation advice issued by CFPL to Referral Partner shall be submitted by authorized personnel of CFPL and shall set forth the following:

- the name of the prospective borrower;
- the type of loan which the prospective borrower wishes to avail; and
- the compensation payable by CFPL to the Referral Partner in respect of the prospective borrower.

b. The Referral Partner shall use his own infrastructure, personnel and provide office and other facilities needed to be provided to such personnel and bear his own expenses, CFPL shall only be liable to pay the compensation agreed to be paid by CFPL to the Referral Partner and shall not be liable to reimburse any expenses incurred by the Referral Partner or his personnel.

c. The Referral Partner shall solely be responsible for payment of salary, commission and/or other expenses of his employees and the Referral Partner shall be free to engage any number of employees for the work conducted by the Referral Partner.

d. In case of a conflict between any of the terms contained or in the event of any of the customer referred by the Referral Partner is already referred by some other Referral Partner of CFPL or such customer is already a customer of CFPL, in any such the Referral Partner shall not be entitled to any compensation / commission in respect of such customer. The decision of CFPL shall be final in such cases.

## **3. COMPENSATION.**

a. Referral Partner shall be compensated for the referrals made by him under this Agreement, by CFPL, in accordance with the compensation plan set forth on Exhibit A attached hereto.

b. The fees / commission shall be paid by CFPL on the 25 th day of the following month in which the loan is disbursed to such customer of the Referral Partner.

c. The Referral Partner shall maintain the Confirmation Advice issued by CFPL for all future references and in case of any disputes regarding payment of compensation / commission by CFPL.

d. Notwithstanding any laws, regulations or agreements to the contrary, CFPL shall be responsible for and shall be required to pay to the Referral Partner all the amounts due towards fees / commission, even if the demand for the same has not been raised by the Referral Partner. All outstanding amounts must be reviewed and paid by the end of the financial year.

e. The Fees / Commission percentage set forth herein in Exhibit A is subject to change at the sole discretion of CFPL, however any such revision shall not effect any confirmation advice already issued by CFPL to the Referral Partner.

f. All payments payable to the Referral Partner by CFPL shall be subject to deduction of income tax at source and service tax if any that may be applicable and shall always be made by account payee cheques only.

#### **4. CONFIDENTIAL INFORMATION.**

Referral Partner acknowledges that any of CFPL's technical, business, and marketing information, including but not limited any information relating to its product, services, customers, markets, software, developments, data, marketing or finances, and other information proprietary to CFPL or information related to Referral Partner's Services performed hereunder ("Confidential Information") are the property of CFPL, regardless of how, when or in what capacity Referral Partner obtained any such Confidential Information, and shall use such Confidential Information only for the purposes set forth in this Agreement, and shall not disclose such Confidential Information to any other person, firm, or corporation without the prior written consent of CFPL.

Notwithstanding the foregoing, Confidential Information shall not include (i) information which at the time of disclosure is in the public domain; (ii) information which, after disclosure, becomes public knowledge other than through the actions of Referral Partner; (iii) information which Referral Partner can show was in its possession at the time of disclosure and was not originally acquired, directly or indirectly, from CFPL as evidenced by Referral Partner's written records; (iv) information revealed to Referral

Partner on a non-confidential basis by third parties, provided that such third parties are not prohibited from disclosing such information to Referral Partner by any contractual, legal or fiduciary obligation to CFPL or its representatives; and (v) information which can be shown to have been entirely developed by employees or agents of Referral Partner without access to or wholly independently of information otherwise defined as Confidential Information hereunder. Either party shall, notwithstanding the foregoing, be permitted to disclose any such Confidential Information in the event that such party becomes legally compelled to disclose any of such information pursuant to a subpoena or other legal process provided, however, that such party shall immediately notify the other party in writing of such requirements so that a protective order or other appropriate remedy can be sought. The provisions of this clause shall survive the termination of this Agreement.

5. All documents submitted by the customers referred by the Referral Partners shall be shared with the Referral Partner and in all cases be returned to the Referral Partner, if such customer referred by the Referral Partner so desires, such documents shall not be the property of CFPL.

**6. WARRANTY.** Each Party hereby represents and warrants (i) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation; (ii) that it has the legal right and authority to enter into and perform its obligations under this Agreement; and

(iii) that the execution and performance of this Agreement will not conflict with or violate any provision of any law having applicability to such Party; and

(iv) That this Agreement, when executed and delivered, will constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with its terms.

**7. INDEMNIFICATION** If Referral Partner performs any work on behalf of CFPL, whether on or off CFPL's premises, Referral Partner shall indemnify and hold CFPL harmless from and against any and all liabilities, losses, damages, costs and expenses, including costs of litigation arising from or in connection with Referral Partner's performance of work or use of CFPL's property except if such liability, claim, or demand arises out of the sole negligence of CFPL.

**8. FORCE MAJEURE.** No liability shall result to either party for delay in performance or nonperformance caused by the occurrence of circumstances beyond the reasonable control of the party affected, including, but not limited to, acts of God, fire, earthquake, typhoons, explosion, flood, war, governmental direction or request, laws, strikes, labour Trouble and for shortage of or inability to obtain raw material or special equipment. The party affected by such occurrence shall provide the other party with written notice of the occurrence and of its probable duration within a reasonable time of the occurrence.

## **9. Choice of Law and Dispute Resolution**

This Agreement shall be governed and construed in accordance with the laws of India. Any dispute arising out of or relating to this Agreement shall be settled through friendly consultations between the parties. If settlement cannot be reached through friendly consultation, either party may, by giving the other party sixty (60) days written notice, submit such dispute to arbitration as applicable under provisions of Arbitration and Conciliation Act, 1996 or any other statutory modification or re-enactment thereof, and shall be presided over by a single arbitrator to be mutually appointed by the Parties. The proceedings shall be conducted in Mumbai in the English language.

**10. TRADEMARKS.** No right or license to any name, trade name, trademark or service mark or other identity owned by either of the parties hereto shall be deemed to be granted to the other by any provision hereof or construed from the performance of this Agreement by either party.

**11. FURTHER ASSURANCES.** Each of the parties covenants and agrees to execute and deliver such additional instruments and other documents and shall take such reasonable further actions as may be necessary or appropriate to effectuate, carry out and comply with all of the terms of this Agreement.

**12. NON-ASSIGNMENT; SUCCESSORS.** This Agreement shall be binding upon and shall inure to the benefit of each of the parties and its respective successors and permitted assigns. Neither party may assign its rights or delegate its obligations hereunder without the prior written consent of the other party.

**13. SEVERABILITY** If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction or under any statute, regulation, ordinance, executive agreement or

other rule of law, such provision shall be deleted or modified, at the election of the parties, but only to the extent necessary to comply with such ruling, statute, regulation, ordinance, agreement or rule, and the remaining provisions of this Agreement shall remain in full force and effect.

**14. RELATIONSHIP OF PARTIES.** Nothing contained in this Agreement shall be construed as constituting Referral Partner or CFPL as the franchiser, franchisee, partner, joint venture partner or agent of the other. Each party is independent and neither has nor shall have any power, right or authorization to bind the other or to assume or Create any obligations or responsibilities, express or implied, on behalf of the other or in the other's name.

**15. COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to constitute one and the same instrument.

**16. NO THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely between and may only be enforced by the parties hereto. This Agreement shall not be deemed to create any rights in any third parties, including any employees or partners of Referral Partner, or to create any obligations of a party to any third parties.

**17. ENTIRE AGREEMENT; NON-WAIVER.** This Agreement sets forth the entire understanding of the parties hereto and constitutes the entire Agreement between the parties with respect to the matters contained herein, and supersedes all prior oral or written representations, proposals, correspondence, discussions, negotiations and agreements. No change, modification, waiver, agreement or understanding, oral or written, in any way purporting to waive or modify the terms hereof shall be binding on either party hereto unless contained in a written document expressly described as an amendment to, waiver of or extension of this Agreement and unless such document is duly executed by both parties.

**18.** In the event that CFPL has evidence that Referral Partner has been accused of, has pending charges for or is otherwise penalized for, the violation of the Ethical Practices Laws, then CFPL shall maintain the right to terminate this Agreement with immediate effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written. Signed, Sealed & Delivered by

**CREATIVE FINSERVE PVT. LTD.**

Represented by Auth Signatory

In presence of

**WITNESS:**

1.

2.

SIGNED, SEALED & DELIVERED by

MR \_\_\_\_\_,

Referral Partner

In presence of

WITNESS:

1.

2.

## EXHIBIT – A

### PAYOUT DETAILS

1. **HOME LOAN** : 0.30% of Loan Amount
2. **LOAN AGAINST PROPERTY** : 0.40 % of Loan Amount
3. **PERSONAL LOAN** : 1% of the Loan Amount
4. **BUSINESS LOAN** : 1% of the Loan Amount
5. **GENERAL INSURANCE** : 10% of the Premium Amount
6. **CAR REFINANCE** : 1% of the Loan Amount

### Terms & Conditions:

Subvent if any in processing fees will be adjusted from Referral partner payout. Nationalised Bank and LIC payout will be discussed on case to case basis For all Business done from 1st to 30th will be paid on 25th of the consecutive month. Payment will be made through Cheque or NEFT only Payout will be released after deduction of applicable TDS.

CREATIVE FINSERVE PVT. LTD.

ACCEPTED BY

(DIRECTOR)

( \_\_\_\_\_ )