



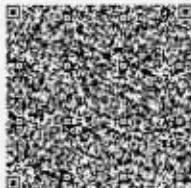
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INDIA NON JUDICIAL

Government of Assam

e-Stamp

Certificate No.	: IN-AS66802333945062V
Certificate Issued Date	: 13-Dec-2023 10:44 AM
Account Reference	: NONACC (SV)/ as17000204/ BARPETA/ AS-BR
Unique Doc. Reference	: SUBIN-ASAS1700020425025373021462V
Purchased by	: AJAHAR ALI
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: LOAN
Consideration Price (Rs.)	: 0 (Zero)
First Party	: AJAHAR ALI
Second Party	: FEDERAL BANK LTD
Stamp Duty Paid By	: AJAHAR ALI
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line

AGREEMENT

THIS AGREEMENT is made on this 12th day of December 2023 between Mr. Ajahar Ali S/o Mr. Iman Ali aged 38 years residing at Kalahbhanga, Barpeta Road, Barpeta, Assam- 781315 (hereinafter called "the Jewel Appraiser", which expression shall, unless it be repugnant to the subject or as the context may permit or require, include his / her respective heirs, legal representatives, executors, administrators and permitted assigns)On the one Part

For THE FEDERAL BANK LIMITED

SASHANKA SARMA
MANAGER & BRANCH HEAD (SP-10118)
BRANCH:BARPETA ROAD

Statutory Alert:

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✓ Ajahar Ali

For THE FEDERAL BANK LIMITED

SASHANKA SARMA

MANAGER & BRANCH HEAD (SP-10118)
BRANCH:BARPETA ROAD

Ajahar Ali

And

THE FEDERAL BANK LTD, a banking company within the meaning of Companies Act, 2013, having its Registered Office at "Federal Towers", Aluva, Kerala, and having one of its Branches among other places at Barpeta Road, Simlaguri, Assam-781313 ("hereinafter called "the Bank "which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) of the Other Part.

The Jewel Appraiser and the Bank are hereinafter collectively referred to as the "Parties" and individually as the "Party").

WHEREAS

- A. The Bank is desirous of engaging the Jewel Appraiser for the purpose of providing the Services (as defined hereinafter).
- B. The Jewel Appraiser has represented to the Bank that the Jewel Appraiser has the requisite skill, knowledge, experiences, expertise, infrastructure and capability to carry out the Services and to perform the functions /Services in terms of this Agreement and the Jewel Appraiser has agreed to perform the Services.
- C. Relying on the above and at the request of the Jewel Appraiser, the Bank has engaged the Jewel Appraiser for carrying out the Services on the terms and conditions contained in this Agreement.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO AGREE AS FOLLOWS:

1. DEFINITIONS

- a) "Affiliate of Federal Bank" shall mean and include:
 - a) any company which is the holding company or subsidiary of Federal Bank , or
 - b) a person under the control of or under common control with Federal Bank
- b) "Services" shall mean and include the services more particularly specified in the Schedule to this Agreement.

"This Agreement" means and includes this agreement, the schedule(s) attached to this agreement and amendments thereto made from time to time and all related documents connected with the transactions contemplated herein.

2. APPOINTMENT AND TERM

Federal Bank hereby engages the Jewel Appraiser for providing the Services and the Jewel Appraiser agrees to provide the services, subject to the terms and conditions and for the consideration specified in this Agreement. The Jewel Appraiser has agreed to act and perform all such duties and functions in accordance with the terms and conditions specified in this Agreement and in line with all guidelines issued by the Bank, as to the manner in which the Jewel Appraiser exercises its duties and obligations ensuring strict compliance thereof. The Jewel Appraiser has agreed to the terms and conditions as

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specified in this Agreement and the Schedules, which may be amended from time to time during the term of this Agreement at the sole discretion of the Bank.

This Agreement shall come into force on the Effective Date and shall be in force and effect till the period specified in Schedule hereof, unless terminated earlier in accordance with the provisions of this Agreement. The Parties shall have the option to extend the term of this Agreement on the same terms and conditions of this Agreement and / or with such modified terms, as may be agreed by and between the parties in writing.

3. PAYMENT

- a) The Jewel Appraiser will be paid charges by the customer for the Services on terms and conditions specified in the schedule hereof and as may be revised and intimated to the Jewel Appraiser in writing by Federal Bank from time to time net of any amounts payable to Federal Bank by the Jewel Appraiser against defaults or deficiencies in meeting service levels. Provided however the aforesaid charges shall be paid to the Jewel Appraiser only if the same is undisputed by Federal Bank Unless otherwise specified in the schedule hereof, it is the understanding between the Parties that the all other costs, expenses, taxes, GST and service charges as may become due and payable in relation to the Services shall be borne by the Jewel Appraiser.
- b) The Jewel Appraiser agrees that the Bank shall have unfettered right to set off, deduct and recover from the fees and charges and /or from any other sum payable to the Jewel Appraiser by the Bank any and all amounts which may or become payable by the Jewel Appraiser to the Bank. All out of pocket expenses, traveling, boarding, lodging and other expenses if any incurred by the Jewel Appraiser for the services rendered under the contract shall form part of the charges specified in the SCHEDULE and no extra costs whatsoever on account of any services rendered by the Jewel Appraiser and which are not specified in the Schedule shall be payable by the Bank
- c) In the event of any discrepancies / excess payment or over charging on account of incorrect billing raised by the Jewel Appraiser is found, then the Jewel Appraiser shall reimburse Federal Bank for all such amounts charged to Federal Bank .

4. TAXATION

All payments shall be made subject to deduction of taxes at source as per applicable laws prevailing at the time of each credit / payment. The Jewel Appraiser shall be solely liable for the payment of all past, present and future central, state and local levies, direct / indirect taxes, duties, fines and penalties, (including without limitation sales tax, value added tax, GST, service tax, excise duties and customs duties, if any) by whatever names called, as may become due and payable in relation to the Services.

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BRANCH BARPETA ROAD

Ajehart Ali

5. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS BY THE JEWEL APPRAISER

The Jewel Appraiser hereby undertakes, affirms, represents, warrants and agrees that:

- a) The Jewel Appraiser has obtained all governmental /regulatory approvals / licenses to perform the Services covered by this Agreement and shall keep the same valid through out the currency of this Agreement and shall bring to the notice of Federal Bank any expiry, modification or suspension of any such approvals / licenses and the initiation of any adverse action by the relevant authority concerned in relation thereto. The Jewel Appraiser shall obtain and furnish such approvals as may be required in connection with the transactions contemplated under this Agreement.
- b) The Jewel Appraiser shall take, and has appropriate mechanisms and means to ensure adequate precautions to protect the privacy and confidentiality of all information/data pertaining to Federal Bank, its customers any other third party in relation to this Agreement or the Services and shall take appropriate precautions not to breach the privacy of Federal Bank, customers of Federal Bank, or any third party during the course of performance of its obligations herein. The Jewel Appraiser shall not either before or after the termination of this Agreement divulge or disclose any secret or confidential information entrusted to him /her or arising or coming to his/her knowledge in the course of performance of the Services under this Agreement or otherwise
- c) The Jewel Appraiser warrants that there are no criminal proceedings instituted or pending against the Jewel Appraiser before any Court or any other authority.
- d) The Jewel Appraiser shall not exercise any lien or right of set off or appropriation on any of the assets, properties, documents, instruments or material belonging to Federal Bank and / or customers of Federal Bank which are in the custody of the Jewel Appraiser for any amount due or claimed to be due by the Jewel Appraiser from Federal Bank.
- e) No officer of Federal Bank, director, employee or immediate family member thereof has received or will be induced to receive anything of value of any kind from the Jewel Appraiser or its personnel in connection with this Agreement; and that none of them has a business relationship of any kind with the Jewel Appraiser or its personnel.
- f) Federal Bank shall have a paramount right to set off on all monies payable, to the Jewel Appraiser under this agreement against all or any sums, which the Jewel Appraiser is liable to pay under this Agreement.
- g) The Jewel Appraiser shall comply with the provisions of all applicable laws in relation to the transactions contemplated under this Agreement from time to time, and shall provide all information and records of the transactions to Federal Bank as and when required by Federal Bank.
- h) The Jewel Appraiser shall segregate and keep separately all information, documents and records pertaining to the Services provided to Federal Bank as also hold the same in trust for Federal Bank and its customers.
- i) Federal Bank shall be entitled to review and monitor the security practices and control progresses of the Jewel Appraiser on a regular basis and require the Jewel Appraiser to disclose security breaches.

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- j) The Jewel Appraiser shall immediately notify Federal Bank of any breach of security and leakage of confidential customer related information. In such eventualities, the Jewel Appraiser shall be liable for all damages.
- k) The Jewel Appraiser authorizes Federal Bank to exchange, share or part with all the information and data relating to transaction contemplated under this Agreement with other banks / financial institution credit bureaus / agencies / statutory bodies / Affiliates of Federal Bank as may be required for use or processing of the said information / data by such persons or furnishing of the processed information thereof to other banks / financial institutions / credit providers / users registered with such persons and shall not hold Federal Bank and other relevant persons liable for use of this information.
- l) Federal Bank shall be entitled to access the records of the Jewel Appraiser in relation to the transactions contemplated in this Agreement as also access all the documents, records or transactions and other necessary information given to, stored or processed by the Jewel Appraiser within a reasonable time. The Jewel Appraiser shall provide unfettered access / shall ensure unfettered access to information by Federal Bank and also to Reserve Bank of India or their authorized person upon proper identification and authorization. The Jewel Appraiser agrees that in the event of failure by the Jewel Appraiser to provide the information as stated above within a reasonable period, the Jewel Appraiser shall reimburse to Federal Bank all amounts in respect of the penalty which Federal Bank would have paid / is required to pay to Reserve Bank of India, if the Jewel Appraiser has failed to follow the procedures mentioned in the agreement to the extent that such penalty is attributable to failure on the part of the Jewel Appraiser in complying with any provisions of this agreement.
- m) The rights specified in this Agreement shall also accrue to and be exercisable by Federal Bank.
- n) Federal Bank shall at all times during the tenure of this Agreement; be entitled to monitor and assess the performance of the Services by the Jewel Appraiser.
- o) The rights available to Federal Bank under this Agreement may be exercised by Federal Bank either by itself or through such other person/s as it may nominate / designate / specify from time to time.
- p) The Jewel Appraiser shall not issue any communication / letter on behalf of Federal Bank or in its own name in relation to the Services, to the customers of Federal Bank.
- q) The Jewel Appraiser agrees and undertakes that he/she shall be solely responsible for confirming/ensuring the genuineness of all jewellery /gold/precious stones etc., which are entrusted by the Bank for appraisal by Jewel Appraiser . The Jewel Appraiser agrees and undertakes to make good on demand any loss/liability which the Bank may suffer as a consequence of the erroneous or defective appraisal of the pledged articles/ornaments/jewellery .
- r) The Jewel Appraiser hereby agrees that in the event of jewel appraiser ceasing to the bank's Jewel Appraiser by termination of this agreement due to fraud, misconduct, lapses, mistake , default or negligence of the Jewel Appraiser, the Bank shall be entitled to get the jewels which were earlier appraised by the Jewel Appraiser , reappraised by any another person/s at the cost of the Jewel Appraiser.

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- s) The Jewel Appraiser agrees that notwithstanding the termination of this contract, the jewel appraiser shall remain liable for all the acts and omissions of his/her authorized agents and also for the mistakes, frauds , misconduct, negligence or default committed by the Jewel Appraiser during the period of the contract, but not detected at the time of termination and the jewel appraiser shall be liable to the Bank for all losses, expenses and charges payable in respect thereof including litigation expenses ,if any.
- t) The opinion/certification/ services provided by the jewel appraiser would be relied on by the Bank. In the event the opinion or certification / service or product of the jewel appraiser turns out to be untrue or factually incorrect or erroneous or deficient causing loss to the bank, the Bank may seek such clarifications as may be required to investigate the matter and fix the responsibility. In the event it is established that there was gross negligence on the part of the jewel appraiser or that the jewel appraiser had colluded with the Bank's customer or any other fraudulent act is found on the part of the jewel appraiser causing pecuniary damage/loss to the bank, the Bank may recommend the name of the jewel appraiser for including in the caution list being maintained by the IBA for circulation amongst member banks ,as mandated by the RBI.
- u) In the event of any instances of gross negligence/connivance/fraud being noticed/detected on the part of the Jewel Appraiser/its agents/ employees in the course of performance of Services under this Agreement, the Jewel Appraiser shall be liable to the Bank for making a consolidated payment of monetary penalty as determined by the Bank at its sole discretion, also having regard to the nature of the connivance/fraud as well as the quantum of actual or threatened loss/injury to the Bank (including, but not limited to, financial loss, reputational loss or loss of goodwill) on account of the same. Any decision taken in this regard by the Bank shall be final and binding upon the Jewel Appraiser."

6. CONFIDENTIALITY

- a. The Jewel Appraiser acknowledges and agrees that it is aware of the sensitivity and banking secrecy obligations of Federal Bank in keeping the customer information and transaction records and shall ensure neither the Jewel Appraiser nor any of its personnel will do any act violating the same.
- b. All details, documents, data, papers, statements and business / customer information (the "Confidential Information") which is communicated by Federal Bank or any of its representatives / customers to the Jewel Appraiser and / or its personnel shall be treated as absolutely confidential and the Jewel Appraiser irrevocably agrees and undertakes and ensures that the Jewel Appraiser and its personnel shall keep the same secret and confidential and that they shall not disclose the same, in whole or in part to any person without the prior written permission of Federal Bank nor shall use or allow to be used any Confidential Information, other than as may be necessary for the due performance of the Jewel Appraiser's obligation hereunder. The Jewel Appraiser agrees to ensure that its personnel also undertake a similar obligation as contained in this Section.
- c. The Jewel appraiser agrees to:
 - i. Take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration.
 - ii. Not to misuse or permit misuse directly or indirectly, commercially exploit the Confidential Information for economic or other benefit.

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- iii. Not to make or retain any copies or record of any Confidential Information submitted by Federal Bank other than as may be required for the performance of the Jewel Appraiser's obligation under this Agreement.
 - iv. Notify the Federal Bank promptly of any unauthorized or improper use or disclosure of the Confidential Information.
 - v. Return all the Confidential Information that is in the custody of the Jewel Appraiser upon termination / expiry of this Agreement.
- d. The Jewel Appraiser hereby unconditionally agrees and undertakes that it shall not and that its personnel shall not disclose the terms and conditions of this Agreement or disclose the information submitted by Federal Bank under this Agreement to any third party unless such disclosure is required by law or for the purpose of performing the Jewel Appraiser's obligations under this Agreement, provided that prior to any such disclosure, Federal Bank's written consent shall be obtained.
- e. It shall be incumbent duty of the Jewel Appraiser to undertake not to disclose any business related information of Federal Bank to any third person and the Jewel Appraiser shall keep all knowledge of the business activities and affairs of Federal Bank strictly confidential and also to ensure that neither the Jewel Appraiser nor any of its personnel directly or indirectly assist any third person with the promotion of activities which may be prejudicial to the interest or in competition to the activities of Federal Bank .
- f. Access to customer information by staff of the Jewel Appraiser shall be limited to those areas where the information is required in order to perform the Services.
- g. The provisions of this Section shall survive the termination of this Agreement.

7. INDEMNITY

(a) The Jewel Appraiser shall, at its own expense, fully indemnify, defend and hold harmless Federal Bank and Affiliates of Federal Bank, their respective officers, directors, personnel, representatives, Jewel Appraisers, nominees, designees from and against any and all liability suffered or incurred (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses, including attorneys fees and expenses) or any other loss that may occur, arising from or relating to:

- i. Non-performance, inadequate performance, provision of deficient services, breach by the Jewel Appraiser, its personnel of any of the terms, conditions, covenants, representations, undertakings, obligations or warranties under this Agreement, including but not limited to the obligations of the Jewel Appraiser pertaining to data protection, confidentiality and / or any guidelines issued by Federal Bank to the Jewel Appraiser from time to time.
- ii. Acts, omissions, errors, defaults, mistakes, fraud, representations, misrepresentations, misconduct, negligence of the Jewel Appraiser and / or its personnel in performance of its obligations under this Agreement;
- iii. Loss, misappropriations, misuse or damage to the articles, property, documents or things including gold ornaments/ coins/bars and other gold articles that are entrusted to the Jewel Appraiser by the Bank or its customers for appraisal and /or for any other purposes and / or that are in the possession of the Jewel Appraiser or its personnel or any other persons engaged by the Jewel Appraiser or within the control of the Jewel Appraiser;
- iv. Causation of any loss , liability, damages to the Bank and / or customers of the Bank through any acts, lapses, negligence , default, fraud , errors, mistake or omission of the Jewel Appraiser and / or its personnel;
- v. Contravention of any law, as may be applicable from time to time, or industry practice, or violation of any policies of the Federal Bank.

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b. The Jewel Appraiser agrees that any notice or communication by an authorized officer of Federal Bank shall be deemed as sufficient proof that Federal Bank has suffered or incurred liabilities (including but not limited to liabilities, judgments, damages, losses, claims, cost and expenses, including attorneys fees and expenses) or any other loss if it contains reasonable details supporting the loss. The Jewel Appraiser shall upon receipt of such notice or communication immediately, without any delay or demur or contest, indemnify Federal Bank against all such losses, claims, damages, cost and expenses.

c. The Jewel Appraiser shall be liable to pay the amounts to Federal Bank, as determined by Federal Bank in its sole discretion under this provision, on demand, and Federal Bank shall be without prejudice to its other rights and remedies, entitled to adjust the amount so determined to be due from the Jewel Appraiser against the further payments due by Federal Bank to the Jewel Appraiser.

d. The Jewel Appraiser shall co-operate fully in defending any claim/s by any local State or Central Authority against Federal Bank with respect to any levies, taxes, duties, fines, and/or penalties etc due and payable by the Jewel Appraiser, and shall indemnify Federal Bank, fully and without limit, against the same.

e. The provisions of this section shall survive the termination of this Agreement.

8. GOVERNING LAW AND ARBITRAITON

a. The provisions of this Agreement shall be governed by and construed in accordance with Indian law.

b. I) Any dispute controversy or claims arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996.

(ii) The dispute, controversy or claims arising out of or in connection with the Agreement shall be referred to two (2) arbitrators, one (1) to be appointed by each party and such arbitrators shall then appoint a third arbitrator.

(iii) The place of arbitration shall be Alwaye, Ernakulam and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, at Alawaye.

(iv) The arbitral procedure shall be conducted in the English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian law.

(v) The award of the arbitrator shall be final and conclusive and binding upon the Parties, and the Parties shall be entitled (but not obliged) to enter judgment thereon in any one or more of the highest courts having jurisdiction. The Parties further agree (to the maximum extent possible and allowed to them) that such enforcement shall be subject to the provisions of the Indian Arbitration and Conciliation Act, 1996 and neither Party shall seek to resist the enforcement of any award in India on the basis that award is not subject to such provisions.

c. The rights and obligations of the Parties under, or pursuant to, this Section, including the arbitration agreement in this Section, shall be under the exclusive jurisdiction of the courts located at Ernakulam District, Kerala.

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9. LIMITATION OF LIABILITY

Notwithstanding anything contained in this Agreement or in any other document:

- a. Under no circumstances shall either party be liable to the other party for, indirect, incidental, special or exemplary damages arising from termination of this Agreement, even if that other party has been advised of the possibility of such damages, such as, but not limited to, loss of revenue or anticipated profits or lost business;
- b. Federal Bank shall not have any liability whatsoever in case of any third party claims, demands, suit, actions, or other proceedings against the Jewel Appraiser or its personnel or any other person engaged by the Jewel Appraiser in the Agreement.

10. PUBLICITY

The Jewel Appraiser shall not use the name and/or trademark / service mark / logo of Federal Bank, the Affiliates of Federal Bank / its group companies, subsidiaries, associates or any of its customers in any sales or marketing publication or advertisement, or in any other manner whatsoever without the prior written consent of Federal Bank .

11. PROPRIETARY RIGHTS

The Jewel Appraiser agrees that any product including but not limited to all information, reports, studies, and other tangible and intangible material of any nature whatsoever produced by or as a result of any of the Services rendered hereunder shall be the sole and exclusive property of Federal Bank. In furtherance thereof, the Jewel Appraiser hereby irrevocably grants, assigns, transfers to Federal Bank all rights, title and interest of any kind, in and to any such product produced hereunder. The Jewel Appraiser shall not be entitled to make any use of any of the said materials except as may be expressly permitted in writing by Federal Bank.

12. RELATIONSHIP

Nothing contained in this Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship in any manner whatsoever between the Parties. The Jewel Appraiser acknowledges that its rendering of services is solely within its own control, subject to the terms and conditions agreed upon and agrees not to hold itself out to be an employee or servant of Federal Bank or any subsidiary or Affiliate of Federal Bank . Subject to the provisions of this Agreement, the Jewel Appraiser shall have no right to enter into any agreement or arrangement for and/or on behalf of Federal Bank or to represent to any person, firm or corporation that it has such right or authority, without the prior written consent of Federal Bank. The Jewel Appraiser shall be solely liable to all persons for all the acts of omissions or commission, deeds and things done by the Jewel Appraiser and/or its personnel in the course of performance of obligations specified under this Agreement.

13. SUB-CONTRACTORS AND AGENTS

The Jewel Appraiser shall not subcontract any of its responsibilities contained in this Agreement to any sub-agent or subcontractor without prior written permission of Federal Bank , which Federal Bank may deny at its absolute discretion and if Federal Bank gives such prior written permission (which permission may be of a general or specific nature), it shall not be construed as waiver of any accrued rights and/or liabilities and the Jewel Appraiser shall be fully responsible for all acts and omission of its sub-contractors or sub-agents.

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Nothing in this Agreement shall be construed as creating any contractual or other relationship between Federal Bank and any personnel of the Jewel Appraiser, nor any obligation on the part of Federal Bank to pay or see to the payment of any money due to any personnel.

The Jewel Appraiser agrees and confirms that all the provisions applicable to the Jewel Appraiser in relation to its personnel shall also be ipso facto applicable to the sub-contractors and sub-agents. The expression "personnel" wherever appearing in this Agreement in relation to the Jewel Appraiser shall include its officials, directors, employees, sub-contracts, sub-agents, nominees, representatives, designees, for all purposes and intents.

14. INSPECTIONS AND RIGHT TO AUDIT

The Jewel Appraiser shall maintain in good order and as per generally accepted industry practices, its books of account in respect of the Services and shall allow Federal Bank , its management, its auditors and/or its regulators, with proper identification and authorization from the concerned authorized official of Federal Bank to enter upon the premises of the Jewel Appraiser and inspect examine and audit the Jewel Appraiser's operations and business records which Federal Bank , its management, its auditors and/or its regulators in their absolute discretion deem to be relevant to the services and financial arrangement, as set forth in this Agreement, with or without provision of prior notice as may be deemed fit by Federal Bank at its sole discretion. In addition to the right to inspect, Federal Bank its management, its auditors and/or its regulators shall also have the right to call for any information pertaining to the Jewel Appraiser's operations and business records which Federal Bank , its management, its auditors and/or its regulators in their absolute discretion deem to be relevant to the Services and financial arrangement, as set forth in this Agreement. The Jewel Appraiser shall produce such information within such time as may be provided by Federal Bank , its management, its auditors and/or its regulators.

The Jewel Appraiser shall keep complete an accurate account of all records in relation with this Agreement in the manner and form stipulated by Federal Bank . The Jewel Appraiser forthwith upon being required by Federal Bank permit inspection, audit or permit taking copies of the records of the Jewel Appraiser which are relevant to the performance of their obligations under this Agreement.

The Jewel Appraiser shall co-operate in good faith with Federal Bank to correct any practice, which are found to be deficient during the audit within a reasonable time after receipt of the audit report from Federal Bank .

The Jewel Appraiser recognizes the right of Reserve Bank of India to inspect / cause an inspection to be made of the Jewel Appraiser and its books and account by one or more of its officers or employees or other persons, with proper identification and authorization from the concerned authorized officials of Federal Bank.

15. TERMINATION

a) Federal bank may terminate this Agreement at any time during the term of this Agreement without assigning any reasons whatsoever by giving not less than 30 days prior written notice. Notwithstanding anything herein contained, Federal Bank may without any notice, terminate this Agreement under any one or more of the following conditions:

- i. In the event of default, breach or deficiency by the Jewel Appraiser in the performance of any of the Services under this Agreement, the applicable Schedules and the guidelines issued by Federal Bank to the Jewel Appraiser from time to time:

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- ii. In the event the Services provided herein is / are in contravention of any law and regulations, as may be applicable from time to time, or industry practice, or performs acts or omission that would under the circumstances amount to objectionable service;
 - iii. If the Jewel Appraiser does not meet, or fails to meet any of Federal Bank's criterion for engaging Jewel Appraisers for any of its activities as determined at its sole discretion from time to time.
 - iv. If a petition or insolvency is filed against the Jewel Appraiser and such petition is not dismissed within ninety (90) days after filing and/or if the Jewel Appraiser makes an arrangement for the benefit of its creditors or, if the court receiver is appointed as receiver of all / any of the Jewel Appraiser's properties.
- b) It is hereby agreed and understood by the Jewel Appraiser that the provisions of this Section shall not limit or restrict nor shall they preclude Federal Bank from pursuing such further and other legal actions, against the Jewel Appraiser for any breach or non-compliance of the terms of this Agreement. All costs, charges and expenses incurred / paid by Federal Bank and/or the customers of Federal Bank on account of default by the Jewel Appraiser shall be reimbursed by the Jewel Appraiser to Federal Bank.
- c) In the event that this Agreement is terminated for any reasons, the Jewel Appraiser shall forthwith handover to Federal Bank the possession of all documents, material, articles and any other property belonging to Federal Bank or its customers or pertaining to the Services herein that may be in the possession of the Jewel Appraiser or any of its personnel assigned to perform the services under this Agreement.

16. SUCCESSORS

This Agreement binds the Jewel Appraiser, heirs executors, administrators, legal representatives, successors and permitted assigns of the Jewel Appraiser with respect to all covenants herein and cannot be changed except by written agreement signed by both the parties.

The Jewel Appraiser agrees that no change whatsoever in the constitution of the Company during the continuance / validity of this Agreement shall impair or discharge the obligations of the Jewel Appraiser under this Agreement.

The Jewel Appraiser shall, forthwith upon any change in the constitution of the Jewel Appraiser, inform Federal Bank of the change and provide such details in respect of the change and its effect, as may be required by Federal Bank.

17. MISCELLANEOUS

- A. Any provision of this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.
- B. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- C. Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile. Any such notice or other communication will be

Ajahar Ali

Sashanka Sarma
SASHANKA SARMA
MANAGER & BRANCH HEAD (SP-10118)
BRANCH BARPETA ROAD

Ajahar Ali
FOR THE FEDERAL BANK LIMITED
SASHANKA SARMA
MANAGER & BRANCH HEAD (SP-10118)
BRANCH BARPETA ROAD

deemed to be effective if sent by personal delivery, when delivered, if sent by post, two days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number). The addresses referred to hereinabove are given in detail in Schedule hereof.

- D. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto.
- E. Neither this Agreement nor any provision hereof is intended to confer upon any persons other than the Parties to this Agreement (and in cases where the Jewel Appraiser is providing the Services on behalf of the customers of Federal Bank, such customers) any rights or remedies hereunder.
- F. The Jewel Appraiser shall execute and deliver such additional documents and perform such additional actions, as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.
- G. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not effect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.
- H. In case of any change in applicable laws in India, that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, renegotiated in good faith.
- I. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.
- J. If this Agreement is signed in counterparts, each counterpart shall be deemed to be an original.
- K. The Jewel Appraiser shall not assign or transfer all or any of its rights benefits or obligations under this Agreement without the approval of Federal Bank. Federal Bank may, at any time, assign or transfer all or any of its rights, benefits and obligations under this Agreement.
- L. In the event Federal Bank is required to pay any supervisory or other fee or penalty imposed or levied by any regulator in connection with the services provided, by the Jewel Appraiser for violation of any regulatory requirement as conveyed to it from time to time, the Jewel Appraiser agrees to reimburse Federal Bank for the same.
- M. Jewel Appraiser agrees to execute such other documents and to provide necessary deposit and / Bank guarantee/s towards security for the due fulfillment of the obligations created under this agreement / terms and conditions of the arrangement.

Ajahar Ali

For THE FEDERAL BANK LIMITED

SASHANKA SARMA
MANAGER & BRANCH HEAD (SP-10118)
BRANCH: BARPETA ROAD

SASHANKA SARMA
MANAGER & BRANCH HEAD (SP-10118)
BRANCH: BARPETA ROAD

Ajahar Ali

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in the manner hereinafter appearing.

SIGNED, CONFIRMED AND DELIVERED BY
The within named Jewel Appraiser

M/s Masud Jewellers
By the hand of

Mr. Ajahar Ali
(Sole Proprietor)

MASUD JEWELLERS
Ajahar Ali
Proprietor

In the presence of

Shubhayu Dutt For The Federal Bank Ltd.
Anamika Nandi
Anamika Nandi (SP 11741)
Asst. Manager (PF 20861)

SIGNED, CONFIRMED AND DELIVERED BY
The within named Federal Bank

Federal Bank Ltd
By the hand of

For THE FEDERAL BANK LIMITED
Sashanka Sarma
SASHANKA SARMA
MANAGER & BRANCH HEAD (SP-10118)
Mr. Sashanka Sarma, BRANCH BARPETA ROAD
(Manager and Branch Head)

For THE FEDERAL BANK LIMITED
Sashanka Sarma
SASHANKA SARMA
MANAGER & BRANCH HEAD (SP-10118)
BRANCH BARPETA ROAD

In the presence of

For The Federal Bank Ltd.
Anamika Nandi
Anamika Nandi (SP 11741)
Asst. Manager (PF 20861)

Ajahar Ali

SCHEDULE

SPECIFICATION OF SERVICES AND SPECIAL TERMS

The jewel Appraiser agrees,

1. to determine, appraise, confirm and certify in the prescribed format the genuineness, weight, value, etc of all the jewellery, articles, and items whether of gold, silver or other metal and/ or of precious stones etc, which are entrusted to the Jewel Appraiser by the Bank or its authorized agents and generally to do all the work which are ordinarily or customarily done by 'Jewel Appraisers' and/or such other works prescribed by the Bank from time to time.,
2. to attend to the above work of appraisal of the gold jewellery etc produced before the Bank as security for loans/advances at or during such time or hours as may from time to time be fixed or determined or required by the Bank and notified to him orally or in writing.
3. to faithfully and diligently do and perform the work or duties relating to appraisal of the gold jewellery etc assigned to the jewel Appraiser from time to time by the Barpeta Road Branch of the Bank and/or at such other branch or offices of the Bank as required by the Bank.
4. that the Jewel Appraiser shall be responsible for the due safety (both within and outside the Bank premises) of and be held accountable for and shall on demand forthwith deliver or make satisfaction to the Bank of all, ornaments, jewellery, items, documents, letters, files, stationary and any things and articles of any description whatever received by the jewel Appraiser (or by any person or persons with his consent expressed or implied or at his connivance) from the Bank or on behalf of the Bank from any customer or other persons having business or dealings with the Bank.
5. to make good to the Bank any loss or damage which shall or may be caused to it in consequence of any mistake, default, omission, neglect or misconduct made or committed by the Jewel Appraiser in the performance of the assigned work /duties.
6. that the Jewel Appraiser and any person authorized by him for appraisal of the jewellery etc shall jointly and severally be responsible for the genuineness, weight, value etc of the jewellery/ornaments etc certified by him/ them and shall make good on demand any loss which the Bank may suffer in consequence of any omission, commission or erroneous or defective appraisal of the jewellery, items, articles which are accepted as security by the Bank on the basis of the appraisal certificate issued by the Jewel Appraiser or his authorized person and the liability in this regard of the jewel Appraiser and his authorized person shall survive termination of this agreement.
7. that the Jewel Appraiser shall, in case where he, for reasons of his absence from his place of business, authorizes with the prior approval of the Bank, any other competent person to appraise jewellery etc in his place for a temporary period, be responsible in all respects for the work of appraisal done by his authorized person and the Jewel Appraiser shall also be responsible to meet all expenses, charges etc of the authorized persons so engaged by him and further that the Jewel Appraiser shall be liable to re-appraise soon after his return to his place of business on prior appointment with the Bank all the jewellery etc appraised by such authorized person/s.

For THE FEDERAL BANK LIMITED

Ajahar Ali
SASHANKA SARMA
MANAGER & BRANCH HEAD (SP-10118)
BRANCH BARPETA ROAD

Saroma
THE FEDERAL BANK LIMITED
SASHANKA SARMA
MANAGER & BRANCH HEAD (SP-10118)
BRANCH BARPETA ROAD

Ajahar Ali

VALIDITY / DURATION

- This agreement shall be effective from 12.12.2023.
- This agreement shall be in force for a period from 12.12.2023 to 11.12.2025, unless terminated sooner in accordance with the provision of this agreement.
- Federal bank shall have a right to terminate this agreement at any time without assigning any reasons thereto, by giving not less than 30 days prior written notice of the intention to do so, to the other party.

SERVICE CHARGES

- Service charges payable by the Bank to the Jewell Jewel Appraiser for the above services are as follows.

Scheme Name	Scheme Code	Revised Appraiser Fee (excluding GST)
KGL/KGL Distressed	78485/78881	Up to Rs 5L - Nil Above Rs 5L- Rs 140 Per Lakh
DIGI-Gold Loan-OD	78459	
DIGI-Gold Loan-OD NRI	78852	
General Gold Loan	78451	Up to Rs 25K - Nil Above Rs 25K to Rs 50K - Rs 140
General Gold Loan- Monthly interest service	78467	Above Rs 50K to Rs 1L - Rs 200 Above Rs 1L to Rs 2 L - Rs 220
MSME Gold Loan- OD	78024	Above Rs 2L to Rs 3L - Rs 300
MSME Gold Loan- Monthly Interest service	78472	Above Rs 3L to Rs 5 L - Rs 430 Above Rs 5L - Rs 140/Lakh
MSME Gold Loan	78464	

The above charges are inclusive of overhead expenses and service taxes applicable at the time of invoicing for rendering the above services, which will be paid in a manner mentioned below.

Credit to savings account A/C No.: 25000100000398

Signature

Ajahar Ali
**GOLD LOAN
APPRAYER
Ajahar Ali
Masud Jewellers**

Gold Appraiser

For THE FEDERAL BANK LIMITED
SASHANKA SARMA
MANAGER & BRANCH HEAD (SP-10118)
Signature

Federal Bank