

THE KAPOL CO-OP. BANK LTD.
FORT BRANCH

(AUTHORISED SIGNATORY)

The Kapol Co-operative Bank Ltd.,
Fort Branch, Vithaldas
Chambers, Ground Floor, 8, Horni
Woody Street, 16, Mumbai Samachar
Marg, Fort, Mumbai-400 001.
D-5/STPW/C.R. 1061/01/05/1973-76

SERVICE LEVEL AGREEMENT
(For CPV services)

This Agreement entered into on this _____ day of _____ 201__

Between

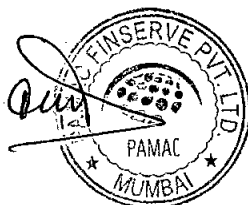
Union Bank of India, a Banking Company constituted under Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970 having its Central Office at Union Bank Bhavan, 239, Vidhan Bhavan Marg, Nariman Point, Mumbai – 400 021, Regional Offices and Branches all over India (herein after called '**Bank**' which expression shall include its successors in interest and assigns)

And

M/s. PAMAC FINSERVE PVT LTD a Company registered under Companies Act, 1956 having its registered office at A-21, SHRIRAM INDL ESTATE, 13, G.D AMBEKAR ROAD, WADALA, MUMBAI-400031 (here in after called '**CPV Service Provider**' which expression shall unless repugnant to the context includes its successors and assigns)

Or

M/s. _____, a Firm registered under Indian Partnership Act 1932 having its place of business ordinarily at _____ (here in after called '**CPV service provider**' which expression shall unless repugnant to the context includes its successors and assigns)



SHRIRAM INDL ESTATE
67973
144609
R. 000200/-P85506
SEP 26 2014
14:19
INDIA
STAMP DUTY
MAHARASHTRA
SPECIAL
ADHESIVE

Bank and the 'CPV Service Provider' are individually called 'Party' and collectively called 'Parties'

Where As

- A. The Bank has floated a Request for Proposal dated _____ (RfP) inviting expression of interest from eligible CPV service providers.
- B. The 'CPV Service Provider' has submitted its technical and commercial offers dated _____
- C. The 'CPV Service Provider' is found eligible by the Bank as per the RfP and the Parties are desirous of reducing their understanding in writing.

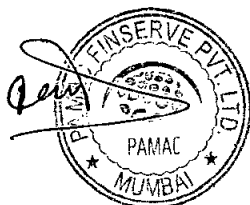
NOW THEREFORE THIS AGREEMENT WITNESSETH

1. Definitions and Annexure:

- 1.1. Under this Agreement, the following expressions shall have meaning assigned to them and shall be construed accordingly, unless the context otherwise requires;
 - a) 'Agreement' shall mean this Service Level Agreement
 - b) **Confidential Information.** As used in this Agreement, "Confidential Information" of a Party means all information of a Party or its licensors, suppliers or affiliates that is not generally known to the public that is disclosed by such Party (the "Disclosing Party") to the other Party (the "Receiving Party") or that is otherwise learned by or comes into the possession or knowledge of the Receiving Party in connection with, or as a result of a transaction, and that has been identified as being proprietary or confidential or that by the nature of the circumstances surrounding the disclosure or receipt, or by the nature of the information itself, would be treated as proprietary and confidential by a reasonable person. Without limitation, Confidential Information of a Party includes any financial information in any form or medium, and all information of or about an identifiable officer, director, employee, customer or potential customer, and any customer lists or customer data (collectively, the "Personal Information").
 - c) **'Contract Documentation'** includes (i) this Agreement (ii) RfP being Annexure -1 to this Agreement (iii) Technical and Commercial Offer dated of 'CPV Service Provider' being Annexure -2 to this Agreement (iv) Scope of Services including work flow, timelines and the rate card being Annexure - 3 to this Agreement (v) General Terms and Conditions for CPV Services being Annexure - 4 to this Agreement
 - d) **'CPV Services'** means and includes such services provided by CPV Service Provider as per **Contract Documentation**
 - e) **'Effective date'** means the date of this Agreement

2. Priority of Contract Documentation:

¹ It should be ensured that all the annexure as mentioned are enclosed to this agreement and the User Department including the Regional Office should ensure that all the annexure reflect the understanding between the Bank and the CPV agent.



2.1. Several documents forming part of Contract Documentation are to be taken as mutually explanatory of one another, but in the case of ambiguities or discrepancies the same shall be explained by the Central Office of the Bank and thereafter the Regional Office shall issue instructions to the 'CPV Service Provider' and in such an event, the priority of the documents forming part of Contract Documentation shall be as follows:

- a) This Agreement
- b) Scope of Services including work flow and timelines being Annexure – 3 to this Agreement and General Terms and Conditions for CPV Services being Annexure – 4
- c) The Technical and Commercial Offer of the CPV Service Provider being Annexure 2 to this Agreement
- d) RfP being Annexure – 1 to this Agreement

3. Term and Termination:

3.1. Term: This Agreement shall be effective from the Effective Date for a period of One Year

3.2. Termination: The Agreement may be terminated on the happening of the following event:

3.2.1 Notice: Either party shall be eligible to terminate this agreement without assigning any reason by giving a prior written notice of 30 days to the other party.

3.2.2 Breach of Obligation: If any party breaches its part of the responsibility under this Agreement in general (under clause 6 in particular by the CPV Service Provider), the other Party may choose to terminate this Agreement on the expiry of 15 days from the date of notice of such breach, provided the breach is not rectified by the breaching party.

3.2.3 Bankruptcy: The Agreement may be terminated forthwith by either party in the event that the other party is adjudicated as bankrupt, or if a receiver or as a trustee is appointed for the other party or for a substantial portion of its assets, or if any assignment for the benefit of its creditors is made and such adjudication appointment or assignment is not set aside within 90 days.

3.2.4. Liquidation: If either party goes into liquidation either voluntary or compulsory; this Agreement may be terminated forthwith.

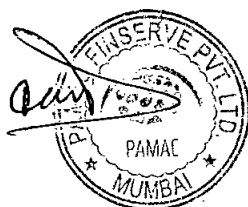
3.2.5 Unlawful business being done by either party: If one party discovers at any stage of the term of the Agreement that the other party is indulging in or carrying out any unlawful business under this Agreement then the Agreement stands terminated on such discovery.

3.2.6. Regulatory/Statutory issues: If either party is prohibited by any regulatory, statutory restriction in the future; this Agreement may be terminated forthwith.

3.3. Effect of Termination:

3.3.1. Upon the expiration/termination of this Agreement all rights granted by one party to the other party in this Agreement shall cease.

3.3.2. Neither party shall be liable or obligated to the other party for any deed happening after the date of termination; both Parties shall pay the other all amounts due and payable under this Agreement immediately on termination and return all documents, papers etc.



However, the termination shall not have any impact on the activities/deed done/entered into prior to date of termination.

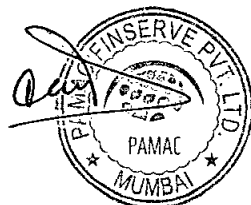
- 3.3.2. Termination of this Agreement shall not release either Party from the obligation to make payments of all amounts then due and/or payable; or the obligations of confidentiality under this agreement.

4. Payments towards Services:

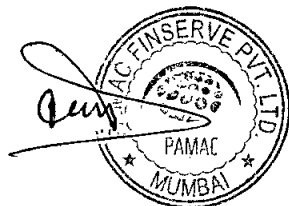
- 4.1. Payments will be made on monthly basis on submission of Bills from Union Loan Point. The Bank will deduct TDS at applicable rates as per the relevant law.
- 4.2. Unless provided otherwise in the RfP or in the commercial offer accepted by the Bank all or any amounts due and payable under this Agreement by the Bank to the CPV Service Provider shall be inclusive of all taxes including such levies towards taxes including service tax and no separate claim for reimbursement of taxes shall be entertained by the Bank.
- 4.3. The service provider shall not claim from the Bank, any amounts towards costs and other expenses in discharging the duties under this agreement. The bank shall pay only the fees due to the service provider.

5. Good faith Representations and accountability:

- 5.1. CPV Service Provide represents and warrants that:
- 5.1.1. It would employ such number of personnel on its roll as may be reasonably required in the opinion of the bank to fulfill its obligations under the Contract Documentation
- 5.1.2. It would take such insurance and other indemnities as may be reasonably required to ensure that any risk of loss that a reasonable person in the same business would foresee and would have taken adequate insurance cover to mitigate the loss and damages whether monitory or otherwise that may arise in the course providing CPV Services as per Contract Documentation.
- 5.1.3. It would ensure that the service levels of the CPV Services meet the standards of efficiency and rigor that would reasonably be assumed to be provided by the service provider on the basis of credentials submitted by the CPV Service Provider in the technical offer.
- 5.1.4. It would ensure that CPV Services are provided with utmost good faith within the confines of law and shall not adopt any unfair, illegal and unlawful means or methods while providing the CPV Services.
- 5.1.5. It would notify any change in the ownership and management of its business within 3 business days of such change
- 5.1.6. It would be accountable to the Bank for due and prompt performance of CPV Services in terms of Contract Documentation and such further instruction that Bank may issue with regard to CPV Services.
- 5.1.7. It would be accountable to the Bank for the achieving the service levels stated and that can be reasonably assumed on the basis of CPV Service Provider's technical offer and credentials submitted to the Bank.
- 5.1.8. It would be accountable to any person being present or potential customer of the Bank for the Confidentiality of Information Submitted to it in terms of clauses hereunder pertaining to confidentiality.
- 5.1.9. It would be accountable to its employees and agents with respect to compliance of applicable laws relating to wages, equal remuneration, work environment. social security such as Employee Insurance, Provident Fund, and Gratuity etc as well as under the law of torts and other laws providing for compensation for breach of contract or liability in torts either civil or criminal.



6. **Records, Audits and Performance Review:** The processing work will have to be undertaken in house in Bank's premises and:
- 6.1. Bank shall be entitled to conduct such review and audits of the service levels of, compliance of applicable laws and terms of Contract Documentation by, the CPV Service Provider and for the said purpose shall enter upon, through any of its officers or nominees or agents, the registered office or place of business of the CPV service provider without prior notice and CPV Service Provider undertakes to provide such assistance and full access to all the records, documents to the Bank, its officers, nominees and agents for the said purpose.
- 6.2. Bank is regulated by the Reserve Bank of India and is also subject to regulation by other regulators. As part of regulating the business of the Bank, Reserve Bank of India and other regulators call for records, conduct audit and inspection of the activities of the Bank and its affiliates and associates. CPV Service Provider shall provide such assistance and full access to all the records, documents to the Reserve Bank and other regulators, its officers, nominees and agents for the purpose of audit and inspection as Reserve Bank of India or other regulator may determine.
- 6.3. CPV Service Provider shall maintain and keep safe such records, documents, invoices and such other information as may desired by the Bank or the Reserve Bank of India or other regulator in the form and in such manner and or such period as may be requested by the Bank or directed by the Reserve Bank of India or other regulator through the Bank.
- 6.4. **Review:** Bank shall be entitled to review service levels of the CPV Service Provider at such intervals as the Bank may determine. Notwithstanding the same Bank would review the service levels of the CPV Service Provider every quarter to ensure that the service levels meet the standards that can be reasonably assumed from the conduct of, technical offer of and credentials given by the CPV Service Provider.
7. **Uses and Disclosure of Confidential Information by Receiving Party Representatives.**
- 7.1. The Receiving Party shall not use Confidential Information of the Disclosing Party for any purpose other than providing CPV services or performing its obligations under the Contract Documentation.
- 7.2. The Receiving Party shall take appropriate steps to ensure Confidential Information is safeguarded by adopting and complying with documented policies and procedures designed to protect against any anticipated threats or hazards to the security or integrity of Personal Information, and against any loss, theft, unauthorized access, use, disclosure, copying, or modification.
- 7.3. The Receiving Party shall restrict access to: (i) Confidential Information to those employees, and other representatives of Receiving Party ("**Representatives**") who have a need to know for the purposes of CPV Services and (ii) only the Confidential Information such Representative's need for such purpose and under obligations of confidentiality no less stringent than those contained in this Agreement. The Receiving



Party shall be liable for any failure by its Representatives to comply with the terms of this Agreement.

- 7.4. The Receiving Party shall collect, use, store, disclose, dispose of, provide access to and otherwise handle Personal Information received, collected or accessible to the Receiving Party hereunder in accordance with all privacy laws applicable to such information

8. Storage of Confidential Information:

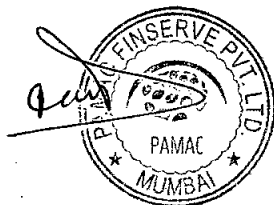
- 8.1. Receiving Party shall keep Disclosing Party's Confidential Information logically isolated from any data of its other customers or suppliers, so that: (i) Confidential Information is not commingled with third party data or disclosed in conjunction with any disclosure of third party data; and (ii) Receiving Party can readily locate and/or return Confidential Information in accordance with this Agreement. Except where authorized by Bank in writing, CPV Service Provider shall not collect, use, store, disclose, dispose of, provide access to or otherwise handle any Personal Information any other place outside the area of CPV Services.

9. Additional Obligations for Personal Information. To the extent CPV Service Provider shall be given access to or be provided with any Personal Information for purposes of the CPV Services:

- 9.1. CPV Service Provider shall ensure that all its Representatives engaged in the performance of the services accessing Personal Information have been trained in privacy compliance;
- 9.2. CPV Service Provider shall designate an employee who shall be responsible for all Personal Information in CPV Service Provider's possession or under its control and for ensuring that Service Provider complies with the provisions of this Agreement;
- 9.3. CPV Service Provider shall entertain all requests for access of personal information from the Bank, Reserve Bank of India or any other regulator. If Bank is required by any applicable law to provide Personal Information that is in CPV Service Provider's possession or control to an individual or entity, then at Bank's request, CPV Service Provider shall provide such Personal Information and shall meet any deadlines for such provision required to enable the Bank to comply with any deadlines applicable under such law to the provision of Personal Information; and
- 9.4. Upon request by Bank or direction by Reserve Bank of India or any other regulator at any time even after termination of this Agreement, CPV Service Provider shall deliver a statement signed by its Authorized Signatory, confirming to the Bank in writing that, in respect of the previous twelve month period: (i) CPV Service Provider has developed and implemented privacy compliance processes designed to ensure (ii) CPV Service Provider's compliance with this Agreement; and Contract Documentation.

10. Unauthorized Disclosure of Confidential Information:

- 10.1. In an event of any unauthorized access to, disclosure or loss of, or inability to account for, any Confidential Information of the Disclosing Party, the Receiving Party shall promptly, and in the case of Personal Information no later than five days after becoming



aware thereof, (i) notify the Disclosing Party; (ii) take such actions as may be necessary or reasonably requested by the Disclosing Party to minimize the disclosure or loss; and (iii) cooperate in all reasonable respects with the Disclosing Party to minimize the impact of the disclosure or loss and any damage resulting there from.

11. Ownership of Confidential Information:

11.1. All Confidential Information shall remain the exclusive property of the Disclosing Party, and the Receiving Party shall have no rights, by license or otherwise, to use the Confidential Information except as expressly provided herein or in a Transaction Document.

12. Survival of Obligations under Clauses 7 to 10:

12.1. Obligations of the CPV Service Provider shall survive the termination of this Agreement.

13. Indemnity:

13.1. CPV Service Provider hereby covenants and agrees that it shall indemnify and save the Bank, its customers and others harmless from and against any and all liability, loss, damages, claims, costs and expenses (including without limitation legal fees) that the Indemnified Party may at any time incur, suffer or be required to pay arising out of or in any way related to a breach of this Agreement and Contract Documentation by the CPV Service Provider or those for which it is responsible.

14. Use of sub-agents, substituted agents and sub-contractors:

14.1. CPV Service Provider agrees and undertakes that it shall not employ sub-agents, substituted agents or sub-contractors without prior written consent of the Bank.

14.2. A sub-agent or substituted agent or sub-contractor is employed by the CPV Service Provider with the prior written consent of the Bank shall be responsible to provide CPV Services in terms of Contract Documentation and the primary responsibility to ensure that the terms and conditions of the Contract Documentation is fulfilled in all respects shall be on the CPV Service Provider.

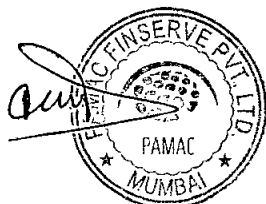
15. Obligations as to Business Continuity:

15.1 Till the subsistence of this agreement, the rates will be valid for one year. The further renewal will be at the discretion of the Bank.

15.2 On Termination as per the Clause 3 hereof, CPV Service Provider shall handover all the Personal Information, documents and records pertaining to CPV Services pending and to be performed to the Bank or to the Bank's designated CPV Service Provider or nominee or agent of the Bank.

15.3 Till such time Bank takes possession of Personal Information, documents and records pertaining to CPV Services pending and to be performed and discharges the CPV Service provider from its responsibilities with respect to CPV Services pending and to be performed, **(Business continuity period)** CPV Service Provider shall continue to provide CPV Services and shall not abruptly end the CPV Services.

15.4 If the CPV Services abruptly ends the CPV Services and does not follow the same amount of diligence and prudence required to be shown by a person of reasonable



prudence to protect the interest and reputation of the Bank in continuing to provide the CPV Services after termination till discharge by the Bank, CPV Service Provider shall be liable for damages.

- 15.5 During the Business continuity period, CPV Service Provider shall be entitled such payments as he would have been entitled to, had this Agreement not been terminated.
- 15.6 Bank would complete the process of take over and discharge of the CPV Service Provider under this clause within a reasonable time.

16. Notices:

- 16.1. Unless otherwise provided herein, all notices or other communications under 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 deemed to be effective if sent by personal delivery, when delivered, if sent by post, two (2) days after being deposited in the post and if sent by courier, one (1) 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:

If to Bank:

If to the CPV Service Provider

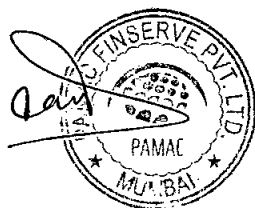
17. Modification:

- 17.1. This Agreement including all the Annexure to this Agreement can only be amended by a document in writing specially referring to this Agreement and duly signed by each of the parties.

18. Waiver:

- 18.1. Each party agrees that any delay or omission on the part of the other party to exercise any right, power or remedy under this Agreement will not automatically operate as a waiver of such right, power or remedy or any other right, power or remedy and no waiver will be effective unless it is in writing and signed by the waiving party. Further the waiver of any right, power or remedy by either party hereunder on one occasion will not be construed as a bar to a waiver of any successive or other right, power or remedy on any other occasion or remedies and/or rights available under law.

- 19. Independent Service Provider:** This agreement is on a principal to principal basis between the Parties hereto. Nothing contained in this agreement shall be construed or



deemed to create any association, partnership or joint-venture or employer-employee relationship or principal-agent relationship in any manner whatsoever between the parties. The service provider 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 it out to be an employee, agent or servant of the Bank or any subsidiary or affiliate thereof.

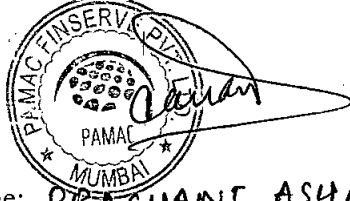
20. Non Exclusive Agreement:

This agreement is on a non-exclusive basis and the Service Provider shall not have any exclusive right to provide the Services to the Bank. The Bank shall be free to engage any other service provider/s or may entrust services similar to the Services or any part thereof to any other person/s.

Authorized Signatory

For _____

CPV Service Provider



Name: **PRASHANT ASHAR**

Title: **DIRECTOR**

Authorized Signatory

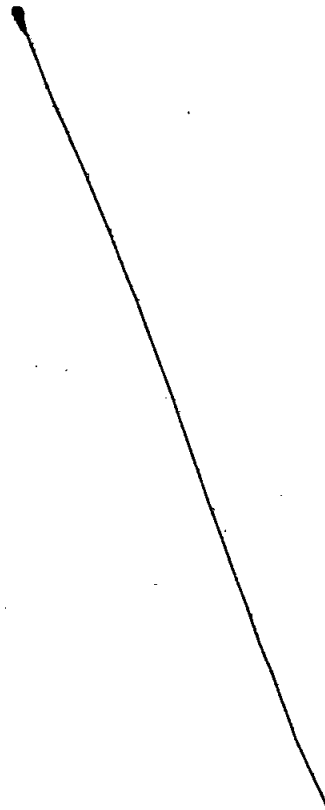
For Union Bank of India

Name: _____

Title: _____

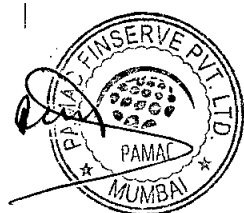
Annexure – 1

(Please attach RfP here)



Annexure – 2

(Please attach Technical and Commercial Offer dated of 'CPV Service Provider')



SCHEDULE 1

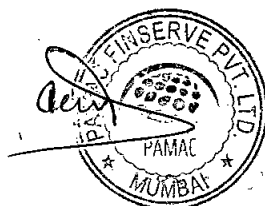
TO THE AGREEMENT ENTERED INTO BETWEEN UNION BANK OF INDIA, AND M/S. WIN-WIN FINANCIAL SERVICES PVT LTD, DATED.....

SCOPE OF SERVICES:

1. In these obligation , unless repugnant to the context or meaning there of, the following expressions shall have the following meaning:
- 1.1 "Application" means any Bank Loan application .
- 1.2 "Applicant" means a person who has signed the Application and has filled in information as requested in the Application.
- 1.3 "Third Party" means any individual other than the Applicant, specified by the Bank with whom contact is to be established, with a view to verifying and validating Applicant information as provided in the Application.
- 1.4 "Land Search" means verification of Applicant's "Residential Address" and/or "Employer/Business Address."
- 1.5 "Residential Address" means Applicant's current residential address as mentioned in the Application.
- 1.6 "Employer/Business Address" means Applicant's current business address as fully detailed by Applicant the Application .
- 1.7 "Business Verification Report " means a report giving detail of Applicant's current business residence Address.
- 1.8 "Verification" means verification & validation of Applicant's information.
- 1.9 "Verification Report" means results of Verification carried out by the agency communicated to UBI in the format prescribed by the Bank.

OBLIGATIONS AND DETAILS OF SPECIAL SERVICES

1. **Verification of Information**
 - i) The Bank shall communicate to the company , Applicant detail relating to Residential Address , and/or Employer/Business Address or any other Applicant by way of written communication either directly or through Bank's authorized representative such information as is to be verified.
 - ii) The Company ,on receipt of such communication shall initiate and complete the Land Search Verification as per the procedure more fully detailed herein.
 - iii) The Company shall exercise due diligence, care and caution in ensuring proper and true verification and validation of information communicated by the Bank to the company.
 - iv) Any other material facts that the Company may gather or come across during the course of verification shall also be disclosed to the Bank.



- v) The Company upon completion of land search Verification for each application, shall communication such verification details to the bank , or its authorized representative notified , in a format prescribed by the Bank .The report shall be signed by the Company's authorized representative.
- vi) The Company shall put in it its/his best efforts in making the land search Verification and should the Company face difficulty or obstacles in land search Verification , the same shall be conveyed to the Bank immediately , without fail.

2 Submission & Retention of Verification Reports

- i. The Company shall submit to the Bank or it's authorized representative notified , the completed and duly signed verification report on applications within the agreed turnaround time agreed upon and communication to the Company through a written communication . Any delays will be immediately conveyed to the Bank.
- ii. The Bank shall, at all times , be entitled to inspect, examine , audit, and/or take copies of any and all acknowledgments, documents, records & registers require to be maintained by the Company for the performance of his/its duties under the scope of this Agreement.
- iii. The Company shall, from time to time; intimate the Bank , the person or persons duly authorized by it to sign all communication (including acknowledgments) and RV reports and execute documents, as require by the Bank.
- iv. The Company shall be responsible for submission of timely MIS on the format and frequency prescribed by the Bank.

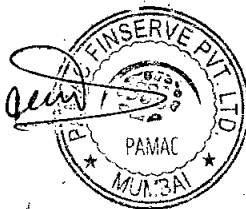
Verification of Income Tax Return (s)

- Verification shall consist of verification of the ITR and its genuineness.
- The date of filling return, ward number , receipt number and amount of tax paid along with the name, of the assesses to establish that the ITR is genuine.

Verification of Bank Statement / Salary Slip / Form 16

- Verification shall consist of verification of physical/computerized Records in Bank's Branch /Employer's Office to establish genuineness.
- The statement and genuineness of form 16 of the employee and amount of tax deducted at source (TDS) along with the name of the employee and TAN of the Employer.

IN WITNESS WHERE OF the parties hereto have set their hands unto this agreement of the day, month and year first hereinabove mentioned



SCHEDULE-II

SCHEDULE OF CHARGES

Type of Verification	Rates Quated WCL (Rs)	Turn around Time	Rates Quated OCL (Rs)	Turn around Time
Residence verification	85.00	48-hrs	=	72-hrs
Salary slip & office verification or business verification	85.00	48-hrs	=	72-hrs
Tele Verification	15.00	24-hrs	=	24-hrs
ITR Verification	100.00	48-hrs	150.00	72-hrs
Form No-16 Verification Or Bank Statement Verification	100.00	48-hrs	150.00	72-hrs

Note- Service tax will be payable on all the above rate.

