

This Agreement of Background Verification made at Mumbai on this 14th day of September 2012, PAMAC Finserve Private Limited BETWEEN M/s ANVITA Private Limited Company, incorporated under the Companies Act 1956 having its Registered office at 0-116, First Floor, Shopping Mall, Arjun Marg, DLF City Phase - 1, Gurgaon - 122002, Harayana. Corporate Office Address at 2nd Floor, Canadoil Building, Mehra Estate, L B S Marg, Vikhroli West, Mumbai - 400079. (Which terms shall unless repugnant to the context includes its successors in interest) herein after referred to as the First Party.

AND

PAMAC Finserve Private Limited Company incorporated under the Companies Act 1956 having its registered office at A-21, shriram Indl. Estate, 13, G.D. Ambekar Road, Wadala, Mumbai- 400 031. (Which terms shall unless repugnant to the context includes its successors in interest) herein after referred to as the Second Party.

Now this Agreement Witnesses as follows:

1. That the Second Party will provide Background Verifications to the First Party. The Staff deployed for providing the verifications will coordinate with the designated company officer authorized by the First Party in writing.
2. That the adequate supervision will be provided by the Second Party to ensure correct performance of the said background verifications in accordance with the documents provided as part of this Agreement.
3. That the First Party shall pay to the Second party charges for the invoices raised for the services rendered by the Second Party as per ANNEXURE-A if not disputed with 1 month from the receipt. In addition, Service Tax will be paid by the First Party as per GOI notification from time to time.
4. That the Second Party shall submit to the First Party reports of the background verification as per the agreement which shall be sealed and signed by authorized representative of the second party for any case.
5. That the Second Party will ensure that the entire background verification process for a case is completed as per SLA mentioned in ANNEXURE-A & that it will submit its report(s) to the First Party as per manually agreed formats, before or on the said SLA within 3 days/month except unavoidable cases due to strike or, holidays in University and Second Party reported the matter to the First Party in advance.
6. That the Second Party explicitly confirms the authenticity of any background verification report it submits to the First Party and takes complete responsibility for any discrepancies/ misrepresentation discovered by the First party in future.
7. That the Second Party confirms that it will not use any company information/ documents/ candidate information provided by the First Party for any other purpose than Background Verification and shall return all the information received by the them to the First Party after completion of their work with in 15 days after execution of the work.
8. That all work performed by the Second Party, their employees, agents and/or contractors shall be 'Work for Hire' and the title and all ownership and proprietary right (including all forms of intellectual property) to and in the Services shall belong to and vest absolutely and exclusively in the First Party.
9. That at the end of each Background Verification case, the Second Party shall return all proprietary material which he or she may have used or had access to during the execution of the case in with 15 days after execution of the work.
10. That the Second Party shall perform all Services hereunder as an service provider and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant or employer and employee between the parties hereto or any affiliates or

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Authorised Signatory

subsidiaries thereof or to provide either party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other party. 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 employee, agent or servant of the first party or any subsidiary or affiliate thereof.

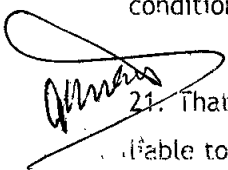
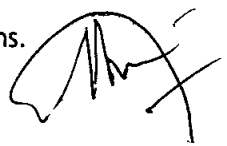
11. That the Second Party shall not assign or sub-contract the work of performing and providing services required to be provided by the Second Party under this Agreement without the prior written consent of the First Party.
12. That the invoice for the month will be submitted by the Second Party to the First Party within a week of the following month and the First Party agrees to make the bill payment within 30 days of the presentation if the raised invoices are not disputed.
13. That all necessary reports and other information will be supplied on a mutually agreed format and regular interaction will be maintained between the authorized representatives of the two parties for smooth sailing of the Agreement.
14. That the contract will be deemed to come into force w.e.f. 14th day of September 2012 and shall be valid for a period of Twenty Four Months.
15. That this contract shall remain in force till terminated by either Party by giving One Month notice in writing.
16. That all payments made by the First Party to the Second Party will be accompanied by a Payment Advice giving complete details of the Payments made.
17. That the Second Party hereby confirms that satisfactory performance and services by the Second Party, under this Agreement are the essence of this Contract. This Agreement is a provision of services and contains the entire understanding of the Parties here, held and supersedes all previous Correspondences/Agreements. Any revision to this Agreement may be made in writing by mutually agreed upon terms and conditions by both the Parties.

18. **ARBITRATION:** If at any time any dispute or question arises between the Parties touching the meaning, construction or effect of this Agreement or of any clause or thing herein contained or regarding the respective liabilities and rights under this Agreement, then every such dispute or question except where specifically provided shall be referred to arbitration, as per the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time and for the time being in force. The place of arbitration or sitting shall be at Gurgaon and there shall be a sole arbitrator appointed by the First Party. The decision of the arbitrator shall be final and binding on both the parties.

19. **JURISDICTION & GOVERNING LAWS:**

This Agreement, and any disputes arising out of or in connection with this Agreement, shall be governed by and construed in accordance with the laws of the India only. The parties mutually agree to submit to the exclusive jurisdiction of the courts of Gurgaon, as regard any claim or matter arising under or in relation to the terms & conditions of this agreement

20. That neither Party shall be liable for any Breach of this Agreement caused due to the Force Majuere events such as Acts of God, fire, lightning, explosion, flood, inclement weather conditions or any event beyond the control either of the Parties.

 21. That without the prejudice to any other provisions contained herein, the Second Party is liable to pay damages in respect of any direct, verifiable loss or damages suffered by the First Party as a direct result of material breach of the Second Party of its contractual obligations. 

IN WITNESSES WHEREOF the parties have signed this Background Agreement on this date, month and year first written above in the presence of following Witnesses.

For and on Behalf of the First Party
M/s A2Z private Limited.

By:

Name: RATHESIA a

Designation: ASSOCIATE DIRECTOR

Date: 28/09/2012



Witness:

Name:

Signature:

Address:

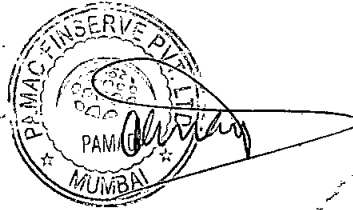
For and on Behalf of the Second Party
M/s PAMAC Finserve Pvt. Ltd.

By:

Name: Mr. Prashant J. Ashar

Designation: Director

Date: 14-09-2012



Witness:

Name: Mangesh Hande

Signature: Hande

Address:

A-21, Shrivam Indl.
Estate, B.G.D. Ambekar
Road, Wadala,
Mumbai-400 031

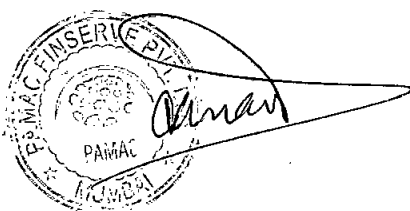
ANNEXURE - A

Employee Background Check activity"

Checks	Type	Rate Per check	TAT
Address Check. (ICL)	Physical Visit	₹.150	3 days
Address Check. (OCL)	Physical Visit	₹.200	4 days

NOTES :

- Service Tax as Applicable.
- Above rates are applicable for PAMAC locations only.
- Payment terms are considered max 15 days from receipt of bills from our end



A handwritten signature, possibly 'AMT', written in ink.