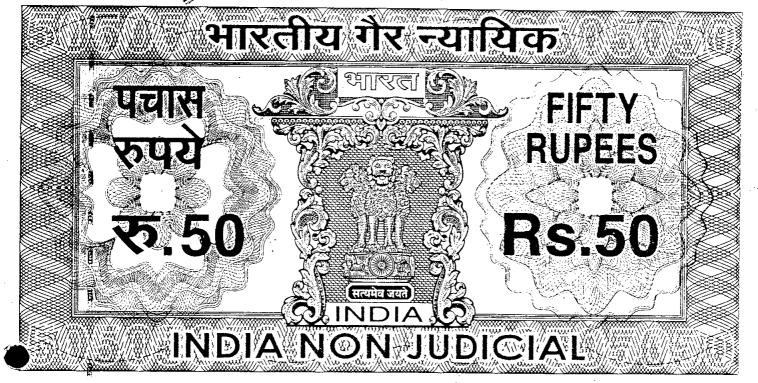
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हरियाणाः HARYANA

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This Agreement made on this 24th day of September 2013.

BETWEEN

Bibby Financial Services (India) Pvt Ltd a Non Banking Financial Company incorporated under the Companies Act, 1956 and having its Registered Office at First Floor, 121, Sector 44, Gurgaon (Haryana) - 122003and having offices / branches at various locations/places in India hereinafter referred to as "the Company " (which expression shall unless the meaning or context otherwise requires shall mean and include its successors and assigns) of the One Part;

AND

PAMAC Finserve Private Limited a company duly incorporated under the Companies Act, 1956 and having its Registered & Corporate Office at A-21, Shriram Industrial Estate, 13 G D Ambekar Road, Wadala, Mumbai - 400 031, hereinafter referred to as the "Service Provider" of the Other Part;

IT IS NOW AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

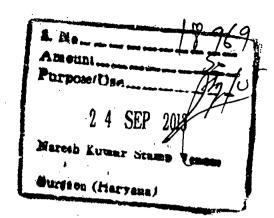
SCOPE OF SERVICES

The Service Provider hereby agrees to provide to the Company and the Company hereby agrees to avail of, from the Service Provider, the services as detailed in Schedule 1 annexed herewith (hereinafter referred to as "the said services")

2. TERM AND TERMINATION

This agreement is for an initial period of three (3) years from the date of execution of this agreement and thereafted will be automatically renewed on the same terms and conditions, on a year to year basis, unless terminated in accordance with this clause.

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This Agreement can be terminated by the Company at any time upon giving not less than thirty (30)days notice to the Service Provider without assigning any reason, and without being liable for any liability or damages to the Company on any account whatsoever.

In the event the Service Provider desires to terminate this Agreement, the Service Provider shall give notice in writing to this effect at least 90 days in advance of the same. However, the Service Provider, upon termination or expiry of this agreement, as the case may be, shall be liable for all amounts received by it, till the date of such termination and shall hand over all documents and all other materials/property of the Company in its possession with respect to or as a result of this agreement to the Company.

3. CONSIDERATION

The Service Provider shall be paid as per the Schedule of Charges annexed hereto as Schedule II by way of consideration for the rendering the said services. The parties to this agreement can modify the charges by an instrument in writing duly executed by both the parties.

4. OBLIGATIONS OF THE SERVICE PROVIDER

The Service Provider shall:

- a. Engage requisite number of personnel to facilitate rendering of the said services in a efficient and timely manner besides employing sufficient supervisory personnel to supervise the work of its employees,
- b. Take the requisite Insurance policies and in particular relating to forgery by and fidelity of the personnel employed by it.
- c. Be responsible and liable for payment of salaries, provident fund and other dues of the employees who are employed by it for rendering the said services and shall maintain books of accounts, records, documents, etc., and comply with all statutes, rules and regulations applicable to it or employees employed by it for fulfillment of the terms of this agreement.
- d. ensure that necessary due diligence is done for all its employees
- e. The Service Provider's employees shall be in its direct control and supervision. The Service Provider shall be free to transfer its employees / staff in accordance with the Service Provider's needs.
- f. Comply with the provisions of all laws and rules made there under and in particular all the relevant labour laws and taxation laws in force from time to time.
- g. The Service Provider hereby agrees to indemnify and hold the Company save and harmless from and against any liabilities arising out of any labour statues, all taxes, additions to tax, penalties and interest thereon assessed by any Government or other authorities / officials and all liabilities, costs, charges, including reasonable legal fees incurred in defence of such assessment.

5. ACCESS TO BOOKS, RECORDS AND INFORMATION:

The Service Provider hereby agrees to provide access to all its books, records and information relevant to the job/work/activity outsourced/entrusted by the Company to it.

6. PERFORMANCE MONITORING:

The Service Provider hereby agrees to ensure that same high standards of care in performing the services / carrying out the job/work entrusted by the Company as would be employed by the Company if the activities were conducted within the Company and not outsourced.

The Service provider hereby agrees for the continuous monitoring and assessment of the job/activity/work

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outsourced / entrusted to it by the Company and the Company exercising an appropriate level of control over the outsourcing and the Company's right to intervene with appropriate measures to meet legal and regulatory obligations.

7. USE OF SUB-CONTRACTORS:

The Service provider hereby agrees to obtain prior approval of the Company for using sub-contractors for all or part of the work/job/activity outsourced.

8. RIGHT TO CONDUCT AUDIT:

The Service Providers hereby agrees the right of the Company to conduct audits, on the service provider for all or part of the activity outsourced whether by the Company's internal auditors or external auditors, or by agents appointed to act on its behalf and to obtain copies of any audit or review reports and findings made on the service provider in conjunction with the job/work/activity outsourced or services performed for the Company.

9. ACCESS TO REGULATORY AUTHORITIES/EXTERNAL AGENCIES:

The service provider agrees to allow the Reserve Bank of India or other regulators or persons authorized by them to access the company's documents, records of transactions and other necessary information given to, stored or processed by the Service Provider within a reasonable time. In the event of the Service Provider not able to provide access to the necessary information/ records to RBI or the persons authorized by it within a reasonable time, the Service Provider agrees to indemnify and reimburse the Company any supervisory fees the Company pays to the RBI or other regulators.

The Service Provider hereby agrees the right of the Reserve Bank of India to cause an inspection of the service provider of the Company and its books and account by one or more of its officers or employees or other persons.

10. ACCESS TO CUSTOMER INFORMATION TO STAFF:

The Service provider hereby agrees to allow access to its staff the customer information of the Company to the extent and limited to those areas where the information is required for the staff in order to perform /execute the job/work/activity outsourced by the Company.

11. ISOLATE/IDENTIFY THE INFORMATION:

The Service Provider hereby agrees to ensure that it is able to isolate and clearly identify the Company's customer information, documents (in hard copies or soft files), computerized data/information, records and assets to protect the confidentiality of the information.

12. SECURITY AND CONTROL PROCESSES:

The Service Provider hereby agrees to have sufficient security policy/practices, control processes and checks in respect of the job/work/activity outsourced by the Company executed/handled at its premises or in the Company's premises on a regular basis so as to ensure customer data confidentiality and the Service Provider hereby indemnifies the Company for any breach of security or other regulatory processes and controls. The Company has the right to immediately notify RBI or the regulators in the event of any breach of security and leakage of confidential customer information / data / records. In these eventualities, the Company has the right to claim from the Service Provider for any damages or losses which may be incurred by the Company and the Service Provider hereby agrees to indemnify the Company for any such losses/damages.

13. BUSINESS CONTINUITY PLAN:

The Service Provider agrees to develop and implement a robust Business Continuity Plan and Disaster Recovery Plan. In the event of any failure of the Service Provider to do so, the Company has the right to claim

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any damage/loss against the Service Provider and the Service Provider indemnifies the Company for any such loss/damage which maybe incurred by the Company in implementing the Business Continuity Plan or Disaster Recovery Plan.

14. FINANCIAL / OPERATIONAL REVIEW:

The Service Provider agrees to provide on annual basis all the required information pertaining to its financial and operational condition to enable the Company to assets the Service Provider's ability to continue to meet its outsourcing obligations.

15. AUTHORITY/ CONFIDENTIALITY

The Service Provider agrees that all tangible and intangible information received / gained / obtained / developed or disclosed including, but not limited to, all documents, data, applications, negotiable instruments, papers and statements and any business / customer information and trade secrets of the Company, relating to its business practices or critical to its competitive position in the market place in connection with the performance of this agreement as deemed by the Company, shall be kept confidential (hereinafter referred to as the "Confidential Information").

Use of the Confidential Information is subject to the discretion of and authority of the Company, and that the Service Provider shall ensure that the Confidential Information is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by the Company even after the term or expiration of this Agreement and that the Service Provider shall be responsible / accountable for any act/deed done to the contrary and indemnifies the Company for any loss/damage that may be caused to or suffered by the Company for breach by the Service Provider in this regard. The Service Provider agrees to ensure the data confidentiality and shall indemnify the Company for any loss/damage that may be caused or to be suffered by the Company on account of breach of security and leakage of Confidential Information. On the expiry or termination of this Agreement, the Service Provider shall hand over or cause to be handed over all the Confidential Information, relevant documents and all other related materials in its possession to the Company.

The Service Provider shall safeguard the Confidential Information and take all the necessary action to protect it against misuse, loss destruction, alterations or deletions thereof.

In the event of a breach or threatened breach by the Service Provider of the aforesaid clause, monetary damages may not be an adequate remedy; therefore, the Company, shall be entitled to injunctive relief to restrain the Service Provider from any such breach, threatened or actual. This article will remain in force even after termination of this agreement.

16. REQUIRED DISCLOSURE

If the Service Provider is directed by a Court Order, subpoena or other legal or regulatory direction / request or similar process to disclose information recorded on any documents or disclose any Confidential Information, it shall so notify the Company in writing, in sufficient detail immediately upon receipt of such Court order, subpoena, legal or regulatory request or similar process, in order to permit the Company to make an application for an appropriate protective order (which the Company may pursue at its own expense). Such notice shall be accompanied by a copy of the Court order, subpoena, legal or regulatory direction / request or similar process. The Service Provider shall give an opportunity to the Company for a period of three (3) days to move the appropriate Court in appeal to obtain a stay order if the Company so desires.

17. NON - PERFORMANCE OR DEFAULT

Without prejudice to the provisions of section 2, the Company may terminate this Agreement, forthwith, upon written notice to the Service Provider under the following circumstances:

i) If in the opinion of the Company, the performance of the Service Provider is not acceptable.

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- ii) If there is a breach on the part of the Service Provider with respect to any material provision of this agreement, or
- iii) If the Service Provider fails to meet its debts as they become due, or a petition of bankruptcy is filed by or against the Service Provider and such petition is not vacated within ninety (90) days, or if the Service Provider makes an arrangement for the benefit of its creditors, goes into liquidation or receivership, or ceases to do business in a normal and customary manner.

Other Remedies Cumulative: The provisions of this section shall not preclude the Company from recourse to any other remedies available to it under any statute or otherwise, at law or in equity.

18. INDEPENDENT SERVICE PROVIDER

This agreement is on a principal to principal basis and does not create any employer - employee relationship.

The Service Provider shall provide the said services hereunder as an independent 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 Company and the Service Provider and/or the personnel assigned/provided/deployed by the Service Provider or provide either party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of any of them. The Service Provider acknowledges that its rendering of the said services is solely within its control subject to the terms and conditions agreed upon and agrees not to hold itself out to be an employee of the Company or any subsidiary or affiliate thereof.

The Service Provider further undertakes to indemnify and hold the Company free and harmless from any loss, claim, damage, costs or expenses, including reasonable attorney's fees, to which the Company may be subjected, by virtue of any finding related to an employer / employee relationship between the Service Provider and the Company in any proceedings initiated by the Service Provider and / or the personnel assigned / provided/ deployed by the Service Provider for rendering of the said services.

The Service Provider's personnel, employees, agents, etc., have no authority / right to bind the Company in any manner. It is also clarified that the personnel employed by the Service Provider will be governed by the terms of the Service Provider's employment and the Service Provider alone shall be responsible and liable in the event of any adverse claims of whatsoever nature made on the Company by the Service Provider's personnel, employees, agents, etc.,

19. NOT EXCLUSIVE AGREEMENT

It is expressly agreed and understood between the parties hereto that this agreement is on non - exclusive basis and the Service Provider does not have any exclusive right to provide the said services set out in clause 1 to the Company and that the Company is free to engage as many companies / Service Providers, whether similar or otherwise, to provide such services and enter into agreements with any other person, Service Provider, organisation, as may be deemed fit by the Company. The Service Provider shall also be at liberty to secure assignments from any other body corporate or Company.

20. PUBLICITY

The Service Provider, its employees, agents etc., shall not use the name, trademark and / or logo of the Company in any sales or marketing publication or advertisement or in any other manner without prior written consent of the Company.

21. ASSIGNMENT

The Service Provider shall not assign any of its responsibilities contained in this agreement to any agent, subagent without prior written permission of the Company, which the Company may deny in their absolute discretion.

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22. PROPRIETARY RIGHTS

The Service Provider agrees that the work product including but not limited to all information, reports, studies, computer programs and systems, object or source code, flow charts, diagrams, and other tangible material of any nature whatsoever produced by it or as a result of any of the Services rendered hereunder shall be the sole and exclusive property of the Company and in furtherance thereof, the Service Provider hereby irrevocably grants, assigns transfers to the Company all rights, title and interest of any kind in any work product produced in pursuance to this agreement. The Service Provider shall not be entitled to make use of any of the materials except as may be expressly permitted in this agreement.

23. WARRANTY

The Service Provider further warrants to the Company that the materials, documentation, analysis, data programs and services to be delivered or rendered hereunder, will be of the kind and quality designated and shall meet specifications as determined in the Company's sole and exclusive discretion.

24. COMPUTER / SYSTEMS USE

The Company shall provide the Service Provider the requisite documents, forms, papers, cards and other material to enable the Service Provider to provide the said services. The Service Provider shall arrange to make the data entry as per the specifications that may be given by the Company from time to time. The Service Provider shall provide / furnish to the Company the necessary / relevant data and Management Information Reports as may be required by the Company from time to time.

25. SERVICE STANDARDS

The Service Provider shall employ its best efforts to meet the Company's job/task deadlines and the documentation standards. The Service Provider shall discuss and review the progress, status of the current assignment, on a regular basis as and when required with the Company. The Service Provider shall provide for the preservation of the documents and all the data in its possession pursuant to this Agreement in accordance with the legal/regulatory obligations of the Company in this regard.

26. INDEMNIFICATION

- a. The Service Provider shall fully indemnify and hold harmless the Company against any liability, loss, claim, penalties, costs, expenses directly or indirectly incurred or suffered by the Company, arising on account of any act, commission or omission attributable to the improper handling of the Company's documents and property or to the negligence of any person of the Service Provider which has resulted whether on account of breach of any of the conditions of this Agreement by the Service Provider and or its employees; of on account of any disclosure of the confidential information or otherwise howsoever;
- b. The Service Provider shall compensate the Company for any loss and/or damages caused to the Company as a consequence of misconduct or negligence of all or any of its employees, representatives of any individual assigned for the performance of the services under this Agreement. In the event of such a claim for loss or damages being made by the Company, the Company shall be entitled to adjust such amounts as claimed against the future or outstanding payments due to the Service Provider. Any such claim for loss and/or damage made by the Company shall not amount to a waiver of the Company's right to terminate this Agreement or any of the other rights available to the Company either under this Agreement or otherwise howsoever.
- c. The Service Provider agrees to indemnify and hold the Company harmless from any loss, claim, damage, costs or expense of any kind including reasonable attorney's fees to which the Company may be subjected by virtue of a breach of any terms/obligations/ warranty provided in this agreement.

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LIMITATION OF LIABILITY

- a. The Service Provider shall be liable to the Company for all or any claims, damages and expenses of any nature whatsoever arising directly or indirectly from any negligent, dishonest, criminal or fraudulent act of any individual assigned for the performance of the services under this Agreement and / or for any loss and /or damage caused to the property of the Company, in particular to the Company's documents, items etc while in its possession.
- b. The Service Provider shall be liable for any indirect, special or consequential damages to the Company, which may arise as a result of non-performance or contravention of all or any of the terms and conditions under this Agreement. In the event of any such damages occurring to the Company, the Service Provider shall be entitled to adjust the amounts so claimed as damages against the future payments due by the Company to the Service Provider.

28. GENERAL PROVISIONS

- a. Paragraph Headings: Paragraphs headings are for convenience only and shall not be a part of the Terms and Conditions of this Agreement.
- b. Waiver: Failure by the Company at any time to enforce any obligation by the Service Provider or to claim a breach of any term of this agreement or to exercise any power agreed to hereunder will not be construed as a waiver of any right, power or obligation under this agreement and it will not affect any subsequent breach and will not prejudice the Company as regards any subsequent action.
- c. Severability: If any term or provision of this agreement should be declared invalid by the Arbitrators, the remaining terms and provisions of this agreement shall remain unimpaired and will remain in full force and effect.
- d. Modification: No modification, waiver or amendment of any term or conditions of this agreement shall be effective unless and until it shall be reduced to writing and signed by the Company and the Service Provider.

29. ARBITRATION

Any dispute arising between the parties hereto of this agreement shall be referred to the sole arbitration of (an Arbitrator mutually agreeable to both Parties to this Agreement) where this agreement is executed and the arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Mumbai.

30. COMPLETE AGREEMENT

This agreement supersedes any and all agreements, contracts or addenda relating to the said services by the Service Provider. This agreement is entire in itself and cannot be changed or terminated orally. No modification of this agreement shall be binding unless communicated in writing and signed by the Company and the Service Provider.

31. NOTICES, INVOICES AND AMENDMENTS:

Any notice, or other communication to be given by the Company to the Service Provider under this agreement shall be given only by the contract authority and shall be deemed to have been duly given if it is in writing and signed for, or on behalf o the Company and delivered to Service Provider's address as advised from time to time or Service Provider's registered address.

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The Company's address for notice is: Heman kumal. UP- (redet & Resk) Address of Company Bibby Financial Services (India) Pvt Ltd First Floor 121, Sector 44 Gurgaon (Haryana) - 122003 Service Provider's address is: Attn: Someen Kudalkan (NP) Address of vendor PAMAC Finserve Pvt. Ltd. A-21, Shriram Indl. Estate, 13, G.D. Ambekar Road, Wadala, Mumbai- 400 013. Changes in the above address will be communicated in writing, without amending the agreement, from time to time between the Parties. Notices shall be deemed to have been given when personally delivered or facsimiled and acknowledged by the recipient or, if given by mail, properly addressed with postage prepaid fourteen days after it is posted or sent by courier. Any amendment or consent to modification or waiver of any provision of this agreement shall be in writing and any such consent or wajver shall be effective only for the specific purpose for which given and for the specific time period, if any contemplated by it. Amendments, consent to modification or waivers shall become effective only upon the issuance of an amendment to the agreement executed by the parties to this agreement. IN WITNESS WHEREOF the parties hereto have set their hands unto this agreement of the day, month and year first hereinabove mentioned. Signed and delivered by the within named Service Provider, PAMAC Finserve Pvt. Ltd, at the hands of Mr. Prashant Ashar Director in presence of : Mangesh Hunde Hunde (Witness) Signed and delivered by the Within named Bibby Financial Services (India) Pvt Ltd) at the hands of Mr. Sunsay Kaush in presence of Mr. Chardes Mohan Sanges

(Witness) _

SCHEDULE I

(SCOPE OF THE SERVICES UNDER THIS AGREEMENT)

ACTIVITIES / SERVICES OUTSOURCED:

The Service Provider shall provide to the Company and the Company shall avail from the Service Provider the following services:

• Debtor Verification including site visit of the debtor's premises, telephonic check, financials check etc. Draft format of the Debtor Verification report to be submitted is annexed as Schedule III

SCOPE OF SERVICES:

The Service Provider shall provide the following services to the Company at all times as per the specifications of the Company.

Sr. No.	Type of Check	Mode		
1	Debtor Profile Check- Tele Phonic	Tele Phonic		
2	Debtor Profile Check- Site Visit on the Given address	Physical		
3	Database Check (ROC and Social)	Online		
4	Financial Check based on PAN Number	Physical		
5	Credit Check (CIBIL)	Online		

Turn Around Time (TAT) is 7 days from the date of initiation of the check by the Company. For the purpose of smooth co-ordination Service Provider would provide the contact details including the email addresses of at least two persons. The Company would also provide the contact details including the email addresses of persons, who would be contacting/dealing with Service Provider on day today basis for availing the services.

Scope of the services shall change from time to time depending on the requirements of the Company and the Service Provider shall adhere to the instructions of the Company given from time to time.

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SCHEDULE II

SCHEDULE OF CHARGES:

Sr. No.	Type of Check	Mode	Remark	Amount in
1	Debtor Profile Check- Tele Phonic	Tele Phonic	Per Check	150
2	Debtor Profile Check- Site Visit on the Given address	Physical	Per Visit	550
3	Database Check (ROC and Social)	Online	Per Check	350
4	Financial Check based on PAN Number	Physical	Per Year	750
5	Credit Check (CIBIL)	Online	Per Check	450
6	Additional OCL(Outside City location) Charges per check for Physical verification	Physical	Per visit upto 100 Km	350
			101-200 km	650
			201-300 Km	950

In case the distance from nearest PAMAC Location is more than 300 KM, the additional OCL charges would be decided as per mutual agreement.

A list of PAMAC location (as on date) is attached herewith as Schedule IV.

NOTES:

- Service Tax as Applicable.
- Above rates are applicable for PAMAC Locations only.

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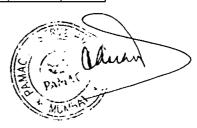


SCHEDULE III

<u>Debtor verification Report</u>

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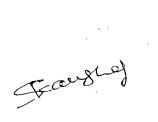


SCHEDULE IV

List of PAMAC location (As on date)
PAMAC Group Network July 2011

Banking on our Credentials

Sr. #	HUB - Branches	Region	<u> </u>	OCL Count							
1	Mumbai		SPOKES Rasayani, Nagothane, Khopoli								
2	Pune	1		3							
3	Nasik	1		Sir	nar	· · · · · · · · · · · · · · · · · · ·	1 -1				
4	Aurangabad										
5	Nagpur										
6	Kolhapur										
7	Ahmedabad		1	4							
8	Baroda			Anand, Nadiad, Gandhi Nagar, Rajkot							
9	Surat						 				
10	Indore						1				
11	Bhopal						†···				
12	Chennai										
			Pondicherry	Tuticorin	Dindugal	Cuddalore	†				
			Salem	Madurai	Virudhu Nagar	Thiruvarur	<u> </u>				
			Namakal	Karur	Theni	Vilupuram	1				
13	Coimbatore		Tiruvannamalai	Vellor	Karaikudi	Sivakasi					
13	Combatore		Chidambaram	Nagarkovil	Pudukottai		1				
		South	Rasipuram	Kumbakonam	Tiruneveli						
			Kanchipuram	Thanjavur	Udumalpet		28				
			Tirupur	Pollachi	Thanjavur						
14	Cochin	•	Chalakuddy, Eranl	4							
15	Trivandrum	vandrum									
16	Bangalore										
17	Mysore			<u> </u>							
18	Hyderabad		Secunderabad	1							
19	Vizag										
20	Delhi	elhi Gurgaon, Noida, Faridabad, Ghaziabad									
21	Jaipur Lucknow										
22											
23	Jalandhar	NORTH	Kapurthala, Phagwara								
	Chandigrah	NORTH	Ambala, Ambala Cant, Panchkula, Mohali								
25	Ludhiana										
26	Kanpur										
27	Meerut		-								
28	Kolkatta		24 Paragans, Hooghly, Howrah								
29	Guwahati EAST										
30	Bhubaneshwar Cuttak										
А	TOTAL SPOKES										
В	B TOTAL BRANCHES										
С	C TOTAL NETWORK										



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