

THIS AGREEMENT made at Mumbai on the date 9th Day of April 2014 BETWEEN M/s.Cholamandalam Investment and Finance Company Ltd, a Company registered under the Companies Act, 1956 having Registered Office at 'Dare House', No.2, N.S.C Bose Road, Parry's, Chennai 600 001 (hereinafter called "Company") and the Service Provider whose details are mentioned in the schedule below hereinafter referred to as the "Service Provider" (which expression shall unless it be repugnant to the context or meaning thereof shall include its successors and administrators) of The OTHER PART.

The term **Service Provider**, shall wherever the context admits, unless repugnant to the meaning hereof, mean and include, their respective legal heirs, attorneys, executors, administrators, authorized representatives, successors-in-interest and assigns, as the case may be and the term **Company**, wherever the context admits, unless repugnant to the meaning hereof, mean and include their respective successors in office, administrators, executors and assigns.

WHEREAS:

- A. The Company is, inter-alia, engaged in the business of financial services including providing loans for purchase of vehicles under various schemes and thereon;
- B. The Service Provider is engaged in the rendering of certain services and has represented to the Company that it has the necessary expertise, staff, infrastructure, business premises and facilities for performing the functions, services, operations and the obligations under this Agreement in the most efficient and effective manner;
- C. Relying upon the representations made by the Service Provider, the Company agrees to appoint the Service Provider to perform functions, services and operations mentioned in the Annexure A and the Service Provider accepts the said appointment on terms and conditions contained herein.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS;

1 Definitions:

In this Agreement unless the meaning or context otherwise requires, the following words and expressions shall have the meaning assigned to them below:

"Agreement" The Agreement between the Company and the Service Provider, any amendment to the Agreement duly signed between the Parties, Annexure/s, the Schedule/s to the Agreement and any amendment to the Annexure/s and Schedule/s duly signed by the Parties.

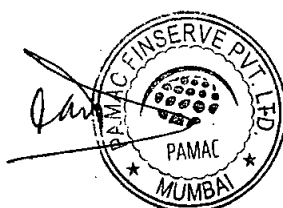
"Schedule" means a schedule to this Agreement.

"Annexure(s)" means annexure(s) made to this Agreement.

"Clause" A clause of this Agreement.

SERVICE PROVIDER

COMPANY



- "Sub Clause"** A sub-clause of any Clause of this Agreement.
- Customer"** means any present or prospective customer of the Company
- "Supervision and Control"** means with respect to any person or entity, any circumstance in which such person or entity is controlled by another person or entity whether be it through a contractual relationship or through an employee- employer relation etc.
- "Effective Date"** Unless specified otherwise, means and includes the date of execution of this Agreement.
- "Party"** Company or the Service Provider and "parties" shall mean both of them together.
- "Territory"** The territory is set forth in Annexure A. For any addition to the territory (s) mentioned hereinabove, the parties herein shall exchange a letter with respect to the same.

All terms used in singular shall, unless the context requires otherwise, include plural and a reference to one gender shall include all genders.

2. SCOPE, PROCEDURE AND APPOINTMENT:

- 2.1 Subject to the terms and conditions contained in this Agreement, the Company hereby appoints the Service Provider for providing certain services(hereinafter referred to as **"the services"**) more fully described in the Annexure A hereof, on a non-exclusive basis and in its capacity as an independent contractor, in the "Territory" for performing the functions, services, operations mentioned herein(Annexure A) and the Service Provider accepts the said appointment and shall during the term of this Agreement render to the Company the said services on a non Exclusive basis in terms of this Agreement and in accordance with the operating procedures set forth in **ANNEXURE A** of this Agreement.
- 2.2 Notwithstanding anything contained herein nothing shall restrict the right of the Company to appoint any other Service Provider for the same Territory on similar or on any terms and conditions as the Company may deem fit, which terms and conditions may be at variance with the terms and conditions contained herein.

3. COMMENCEMENT:

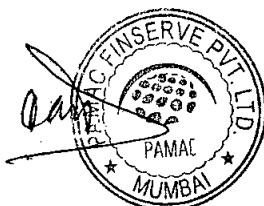
This Agreement shall come into force on the Effective Date as is mentioned in the schedule below

4. TERM AND TERMINATION:

- 4.1 This Agreement shall be valid for an initial period of one year and will stand automatically renewed thereafter on a year to year basis unless terminated earlier in accordance with the provisions contained hereinafter.

SERVICE PROVIDER

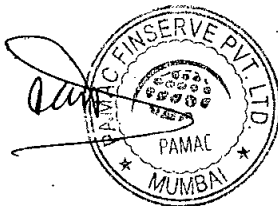
COMPANY



- 4.2 The Agreement can be terminated by the Company, with or without reason by giving to the other party at least one month's notice in writing in that behalf. No compensation or damages shall be payable by the Company in the event of such termination but such termination shall be subject to the rights and obligations already accrued in favor or against the parties.
- 4.3 Furthermore, this Agreement can be terminated without any notice Period with the mutual consent of the parties.
- 4.4 Without prejudice to the foregoing provisions, the Company shall be entitled to terminate this Agreement at any time without any notice and without being liable to pay the Service Provider any damages or compensation for such termination, if:
- (a) The Service Provider commits a breach of any of the provisions of this Agreement;
 - (b) The Service Provider fails to maintain adequate records of its activities as required by the Service Provider under the agreement or refuses access to the Company to such records; or
 - (c) The Service Provider files with the Company materially false or incorrect reports; or
 - (d) The Service Provider fails to observe agreed service standards or fails to provide services in conformity with the Company's instructions or procedures;
 - (e) The Service Provider goes into liquidation or is wound up or dissolution proceedings are initiated or if a provisional liquidator or receiver is appointed to take possession of its undertakings, business or assets; or
 - (f) There is change in the ownership or management of the Service Provider; or
 - (g) The representations and declarations made by the Service Provider before entering into this Agreement and with regard to its performance of services, functions etc are found to be false and misleading; or
 - (h) The Service Provider's charter to do business is suspended in accordance with applicable law.
 - (i) In the Company's perception, the activities of the Service Provider are injurious to the interest and goodwill of the Company.
- 4.5 It is agreed and understood between the parties, that the Company's decision to terminate the Agreement upon the happening of the events stipulated in Clause 4.4 shall be final and binding and shall not be subject to adjudication.
- 4.6 Upon termination of this Agreement,
- (a) The Service provider shall forthwith return all records, documents, data, information, whether stored manually or electronically, identity cards in the Service Provider's possession if any relating to the services rendered by it;
 - (b) The Service provider shall not be entitled to use the software programs, database etc. provided to the Service Provider and shall forthwith return the same to the Company if any.

SERVICE PROVIDER

COMPANY



(c) The Company shall be under no obligation to make payment to the Service Provider other than for the activities and services actually rendered prior to the termination date and which have not been paid but accounted for.

(d) The rights of the Company to bring appropriate action against the Service provider to recover damages, costs or recover assets belonging to the Company or its customers ; in possession of the Service Provider or to set off the claims of the company against the Service providers claims, shall not adversely be affected.

5. RELATIONSHIP:

5.1 This Agreement is being entered into on a principal to principal basis and does not and shall not be deemed to make either party an agent, partner or joint venture partner of the other or any such analogous relationship. No contention to the contrary will be raised at any time by either party.

5.2 The Service Provider shall have no authority, express or implied, to represent or bind the Company in respect of, or to hold itself out as having any authority to do or cause to be done, anything other than the functions and duties expressly specified in this Agreement.

5.3 The Service Provider shall independently exercise powers and functions of Supervision and Control over all its field staff/ employees solely and exclusively through managers/supervisors employed by the Service Provider itself, which manager/supervisors shall be employed in adequate number/numbers for designated purposes in accordance with necessary requirements of the Company.

Explanation:

The powers and functions of supervision and control mentioned in this clause 5.3 shall include all possible powers and functions exercised by employer vis-à-vis any employee including but not limited to all instructions including those related to special functions/tasks, assignment of duties, dealing with leave requirements, all issues related to all payments including payment of wages, overtime, bonus, gratuities, advances/loans, and disciplinary proceedings/ action including but not limited to termination of services. This also includes but not limited to supervision controls that may be exercised by the employer on the actions of the employee while / for performing the services enumerated herein.

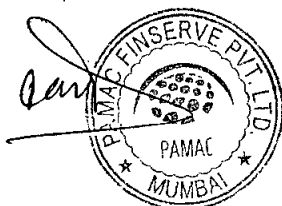
5.4 The Service Provider shall create and maintain all necessary employee records including but not limited to those required by law, and such creation and maintenance of records must include appointment letters to all employees countersigned by the appointed employees, attendance records, muster rolls, wage registers, leave cards, overtime records, advance/loan registers, reasoned resignation letters from resigning employees, and check list form filled in by each employee at the time of appointment or termination/resignation/retirement of/from services.

5.5 The Service Provider shall ensure that identity cards are issued to all of its field staff/employees engaged in the Services and shall mention the name/entity of the Service Provider clearly, as a service provider of the Company.

5.6 The Service Provider shall allow the Company or its representatives reasonable opportunity to inspect its premises, during business hours for verification of all records, employee related or

SERVICE PROVIDER

COMPANY



otherwise which are maintained by the Service Provider. However this clause shall not be construed as the Company conducting a supervisory control on the Service Provider

6. INTELLECTUAL PROPERTY RIGHTS:

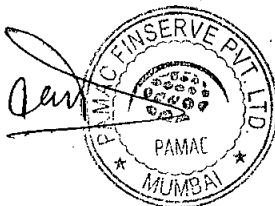
The Service Provider irrevocably agrees and undertakes not to use the Company's trademarks, copy rights and patents if any and if such usage is required for the functioning of the Services, the company shall not refrain its consent for the same and the Service Provider shall on the Company's expressed consent, for the limited purpose of carrying out the Services and not for any other purpose or business use such trademarks or copy rights. The Service Provider further agrees that it shall not use any of the intellectual property and good will of the Company either individually or in conjunction in relation to the premises where the Service Provider carries on its business, letter heads, identity cards of its employees, visiting cards or otherwise without the prior approval in writing of the Company, which the Company agrees to consider granting such approval to the Service Provider on a case to case bases.

7. COVENANTS OF THE SERVICE PROVIDER:

7.1 While providing services under this Agreement the Service Provider agrees and undertakes that:

- a. It shall identify itself as a Service Provider of the Company and shall not use any false, deceptive or misleading representation while providing the Services under this Agreement and shall not make any false statements and/or claims of being affiliated with any governmental Service Provider, or being a solicitor, or produce any written communication that would imply such affiliation or indicate that the same is from a solicitor.
- b. The actions of the Service Provider shall not cause nuisance, wrong doing and disgrace to the customer of the Company and shall not falsely state the character, amount or legal status of any outstanding or imply that the Customer has committed a crime in order to disgrace and/or humiliate the Customer.
- c. It shall perform the Services, through itself, its employees/agents in a lawful manner and shall not engage in any unfair or misleading practices or resort to any forcible, oppressive vindictive, unfair, illegal or criminal means and shall not engage in any conduct or practice which harasses, oppresses or abuses the employees of the company or the Customer or any person in connection with the services.
- d. It shall not collect or attempt to collect any amount that he is not authorized to collect.
- e. It shall not use violent or any criminal means to harm the physical person, reputation or property of the Customer or any person.
- f. It shall be courteous, polite to the employees of the company or Customer and shall under no circumstances use obscene, profane or abusive language or hold out any threats that cannot be legally carried out.

SERVICE PROVIDER

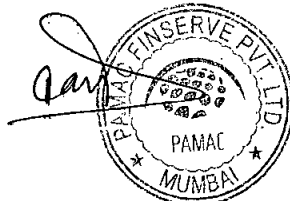


COMPANY

- g. It shall not use the name of any other company or organization other than its own name or the Company's name if specifically authorized to do so.
- h. It acknowledges that any payment/ document remitted by the employee of the company or customer to the service provider other than as required under this Agreement shall always remain the property of the Company and shall have no right or lien over the payment and/or over any documents, papers that may come in its possession. The Service Provider further undertakes to remit the same within 24 hours, to the Company. In case of misuse or non-remittance or non-deposit of the payment / documents, the Service Provider agrees that it shall be liable both for civil and criminal action.
- i. It shall allow the Company or its representative's reasonable opportunity to inspect its premises, during business hours for verification of the quality of the service, infrastructure, accounting information keeping processes, stationery and other product or items available and being used in connection with the services rendered by the Service Provider. This inspection shall not be construed as the statutory/internal audit of the Service Provider as may be required under any law. Further, it shall also allow the Company to make such random checks of its facilities, records, operations and procedures relating to this Agreement as the Company considers necessary and appropriate.
- j. It shall disclose to the Company all information in his possession regarding Customer which may come to the possession of the Service Provider as a result of this agreement.
- k. It shall immediately notify the Company in writing of any event which may result in or which give reason to believe that there may be a work stoppage, slowdown or other impediments or disruptions in the due performance of the obligations of the Service Provider under this Agreement.
- l. It shall obtain requisite insurance policies at its own cost and expense against any loss of collections/ documents and/or in cases of loss on account of fraud, fire, fidelity, negligence by its employees, agents etc and furnish a true copy of the same to the Company. The insurance policies shall be lien marked to the Company and the Company shall have the first lien on such proceeds.
- m. It shall maintain highest degree of probity, discretion and business competence in its dealings.
- n. It shall solely and absolutely be responsible and liable for all persons engaged by it for rendition of Services to the Company in accordance with this Agreement as well as for all consequences of any and all acts of commission or omission of such persons and the Company shall have no responsibilities or liabilities or relationship with any of them of any nature whatsoever in this regard.
- o. It shall comply with all applicable statutory acts, rules and regulations as applicable to its business (including the services to be provided in accordance with this Agreement) and its personnel/employees.

SERVICE PROVIDER

COMPANY



- p. It shall pay all central, state and local taxes, if applicable, and agrees and acknowledges that the Company shall not be liable for payment of the same.
- q. All information provided to the Company in connection with the due diligence exercise carried out by the Company upon the Service Provider is true and correct to the best of its knowledge and belief.
- r. It shall follow at all stages, proper accounting, reporting and control procedure, including keeping all financial and non-financial records accurate, up to date and complete.
- s. It is fully aware and conscious that based on the representation, undertakings, warranties and declarations made herein, the Company has agreed to enter into this agreement with the Service Provider.

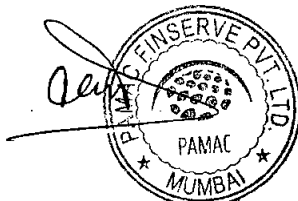
8.SERVICE PROVIDER'S REPRESENTATIONS AND WARRANTIES:

The Service Provider hereby represents, warrants and confirms to the Company that the Service Provider:

- 8.1 Has full capacity, power and authority to enter into this Agreement and to carry out and perform all its duties and obligations as contemplated herein and has already taken and will continue to take all necessary and further actions (including without limitation the obtaining of all Government and other necessary approvals / consents in all applicable jurisdictions) and to authorize the execution, delivery and performance of this Agreement.
- 8.2 Has the necessary skills, knowledge, experience, expertise, capital, net worth, adequate and competent personnel, systems and procedures, infrastructure including adequate office space to duly perform its obligations in accordance with the terms of this Agreement and to the satisfaction of the Company.
- 8.3 By execution of this Agreement and providing services hereunder, does not and will not violate, breach any covenants, stipulations or conditions of any agreement, deed entered into by the Service Provider with any third party.
- 8.4 Has complied with all the laws, rules etc., prescribed by the Central, State and local authorities and taken all required permissions for performing services under this Agreement.
- 8.5 Notwithstanding anything contained elsewhere in the Agreement:
 - (a) The Service Provider shall act strictly within the mandate given by the company and within the country's legal paralance and under no circumstances shall create a law and order situation.
 - (b) The issues arising out of given mandate by the Company would be the strict liabilities/responsibilities of the Service Provider and its employees and no liability vicariously shall be foisted upon the Company.

SERVICE PROVIDER

COMPANY



(c) The mandate to be followed by Service Provider shall be the written mandate duly signed by authorized/designated officer of the Company and no oral/verbal mandate can be given, accepted or acted upon.

(d) It is expressly agreed and understood between the parties that the Company or its officers, employees shall not in any manner, be liable and/or responsible for any act of omission or commission, including but not limited to, negligence, misrepresentation, violence, threats, coercion, harassment, false/misleading representation etc, on the part of the Service Provider, its employees, agents, representatives during performance of their functions or rendering services under this Agreement.

8.6 Actions, if any, initiated by third parties/ authorities / courts/ tribunals / forums against the Company with respect to deficiencies arising out of and resulting directly or indirectly out of deficient services of the Service Provider shall be defended/settled by the Service Provider at its own cost.

9. EMPLOYEES OF SERVICE PROVIDER:

9.1 The Company shall not be liable or responsible for the payment of salaries, remuneration, perquisites or other conditions or services to any employee, officer or full or part time field staff/collectors ("Employee") of the Service Provider. Furthermore, in case of an accident of any Employee of the Service Provider while on duty, such Employee shall be deemed to be on duty of the Service Provider and the Company will not be liable on this account in any manner, whatsoever.

9.2 Nothing in this Agreement shall create or be deemed to create the relationship of master and servant between the Company and any employee of the Service Provider. It is expressly agreed by the parties that the Company shall not be liable or responsible in any manner nor be liable to pay any monetary compensation to the employees of the Service Provider during performance of their functions or rendering services under this Agreement.

10. REMUNERATION:

10.1 In consideration of the services agreed to be rendered to the Company by the Service Provider under this Agreement, the Company agrees to pay to the Service Provider such remuneration as specified in ANNEXURE B subject to such deductions as is required by applicable law.

11. RIGHT TO ADJUST AND WITHHOLD:

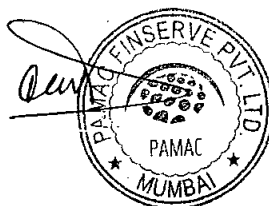
The Company will be entitled to make set off, adjustment of or withhold any amount becoming due to the Service Provider under this agreement against any money or amount which has or may become due to the Company under any of the clauses of this agreement. The Service Provider agrees not to raise any objection to such set off, adjustment or withholding done by the Company.

12. TDS CERTIFICATE CLAUSE:

12.1 The Service Provider shall furnish its/their income tax permanent Account number (PAN) to the company along with the first bill raised by Service Provider to the Company. In the event

SERVICE PROVIDER

COMPANY



of non-receipt of the permanent Account Number along with the first bill, the company will assume that the Service Provider has applied for the allotment of permanent account number and the same is yet to be allotted. The Service Provider shall undertake to furnish the permanent account number to the Company immediately on allotment of the same and in case of non-receipt of permanent account number, the Company will issue the TDS certificate to the Service Provider mentioning that the Service Provider has applied for the allotment of permanent account under the column "permanent Account Number" in the TDS certificate.

12.2 The Company will issue a consolidated TDS Certificate to the Service Provider/ vendor reflecting the total amount of TDS (with break up figures) deducted from time to time while making payments to the Service Provider /vendor during the relevant financial year. This consolidated TDS Certificate will be issued within 30 days from the expiry of the relevant financial year, that is to say, for the financial year 2004-05 consolidated TDS certificate will be issued with 30 days from 31st march, 2005. However, the company will ensure timely deposit of TDS (deducted from the payments made to the Service Provider) as per the requirements under the relevant and applicable provisions of the income Tax Act

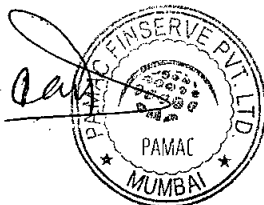
13. CONFIDENTIALITY:

13.1 The Service Provider understands that the terms and conditions and contents of this Agreement are confidential inclusive of any data, information, documents in any format received at the hands of the Service Provider from either the company directly or its employees agents or its customer and undertakes not to divulge the same to any third party without the previous consent of the Company. Except as may be expressly required by the Company, neither the Service Provider nor any of its officers, persons employed or retained or agencies rendering service to them shall directly or indirectly, include without limitation, disclose any data or records confidential or proprietary material of the Company or make available to any third party any information concerning the services/activities being provided by it or any third party any information relating to any aspect of the Company's operations, business activities, affairs or infrastructure, to which the Service Provider or any of its officers, persons employed or retained by them or persons or agencies rendering services to them may have gained access. The Service Provider hereby specifically agrees to indemnify and keep the Company indemnified safe and harmless at all times against all or any consequences arising out of any breach of this undertaking by the Service Provider and / or its employees and shall immediately reimburse and pay to the Company on demand all damages, loss, costs, expenses or any changes that the Company may suffer, incur or pay in connection therewith.

13.2 The Service Provider 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.
- iii) Not to make or retain any copies or record of any confidential information submitted by the Company other than as may be required for the performance of the Service Provider's obligation under this Agreement.
- iv) Notify the Company promptly of any unauthorized or improper use or disclosure of the information.

SERVICE PROVIDER



COMPANY

- v) Return all the information lying in the custody of the Service Provider at the end of the specific assignment.

13.3 In the event the Service Provider is directed by a court order or any other regulatory and/or administrative authority to disclose any confidential information, the Service Provider shall intimate the Company within 1 working day from the date of receipt of such direction. Such intimation shall be accompanied by copy of the court order or any direction from the regulatory and/or administrative authority.

14. INDEMNITY:

14.1 The Service Provider undertakes to indemnify and keep the Company and its officers/employee indemnified and harmless from and against any actions, suits, claims, proceedings, damages liabilities, losses, expenses or costs (hereinafter referred to as 'Claims') suffered by it on account of any breach of confidentiality, warranty, representations, unauthorized act, fraud, deed or thing done or omitted to be done or undertaking made by the Service Provider, its employees, officers, agents.

14.2 In the event of any claims being made on the Company, the Service Provider undertakes to pay on first demand made by the Company of any amount on this account without any demur, reservation, contest, protest, whatsoever within 2 working days of the demand being made. The Company shall also be entitled to settle any or all claims made on it and recover the amount so paid from the Service Provider.

14.3 The Service Provider hereby authorizes the Company to make deduction of any sum, being the loss or damage suffered by it on account of any default or breach committed by the Service Provider or its employees, agents, representatives, as mentioned herein above or hereinafter. The decision of the company as to the amount of loss or damage suffered shall be final and binding on the Service Provider and the Service Provider shall not protest, contest the same on any ground whatsoever.

14.4 Notwithstanding the payment of the damages as aforesaid, the Company shall be entitled to lodge an FIR with the police and/or initiate appropriate legal proceedings against the Service Provider, its employees etc at the cost of the Service Provider.

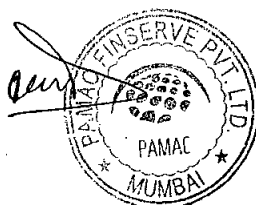
14.5 Notwithstanding anything contained in this Agreement or any other documents executed or to be executed between the parties, all indemnities shall survive expiry or termination of this Agreement and the Service Provider shall continue to be liable under the indemnities.

15. POLICIES:

15.1 The Service Provider agrees and undertakes that in performance of its obligations under this Agreement it will not directly or indirectly pay, offer or authorize payment for anything of value (either in the form of compensation, gift, contribution, or even otherwise) to any person (in particular, government officials/ employees), organization, or political party, contrary to any law in force in India. The Service Provider will use good judgment to avoid even the appearance of any improper payment and will further ensure that business entertainment is of a perfectly lawful, legitimate and decent nature and permissible by the procedure and business principle of Integrity.

SERVICE PROVIDER

COMPANY



15.2 The Service Provider undertakes that no unfair, monopolistic or restrictive trade practices, or unfair labor practices will be adopted and it shall not collude/communicate with any competitor to fix prices for product/goods or services for any purpose whatsoever.

15.3 The Service Provider shall avoid any conflict of interest with the Company, and also undertakes that each and every person who is an employee, agent, consultant, or representative of Service Provider will avoid any conflict of interest with the Company, and if any person, including any of those mentioned above, is in any way, connected with the performance of obligations under this agreement, then such person will also take care to ensure avoidance of conflict of interest with the company and misuse of the Company's resources, in each and every act done by the Service Provider.

15.4 The Service Provider in performance of this Agreement shall not engage in any conduct or practice which violates any applicable local, state or union law, order or regulation prohibiting employment discrimination against any person of race, color, religion, national origin, sex, age, disability, veteran status or characteristic protected by law as defined and prohibited by applicable laws.

16. CORPORATE AUTHORITY/FURTHER ASSURANCES:

The Service Provider represents that it has taken all necessary corporate action to authorize the execution and consummation of this Agreement and Service Provider agrees and undertakes to furnish satisfactory evidence of it to the Company upon request.

17. ASSIGNMENT AND SUB-CONTRACTING.

The Service Provider shall itself perform its obligations under this Agreement and shall not assign, transfer or sub-contract any of its rights and obligations under this Agreement except with prior written permission of the Company. However, the Company shall be entitled to assign/transfer its rights and benefits under this Agreement.

18. NOTICES:

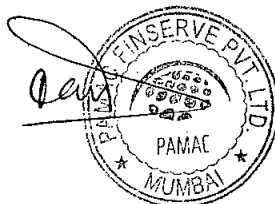
Any communication or document to be made or delivered by one party to the other pursuant to this Agreement, shall be in English (unless that other party has by 15 days written notice to the other party specified change in address) be made or delivered to that other party at the address identified with his description at the signing of the Agreement and shall be deemed to have been made or delivered three business days from the date of the communication. It is clarified that any service by way of facsimile transmission alone will not amount to a valid service unless sent by Registered A/D and /or Courier as well.

19. COMPLIANCE WITH LAWS:

19.1 At all times the Service Provider shall keep itself fully informed of applicable laws, ordinances, regulations, rules and orders of the land, in performances of the services including procurement of licenses, permits, and certificates and payment of taxes where required. If at any time during the term of this Agreement, the Company is informed or

SERVICE PROVIDER

COMPANY



information comes to the Company's attention, the Service Provider shall immediately take all appropriate steps to remedy such violation and comply with such law, regulation, ordinance or code in all respects.

19.2 The Service Provider shall ensure to register, obtain and renew in accordance with requirement/law, licenses (as applicable) and comply with the provisions and requirements of the relevant laws and other applicable statutory enactments for all its office locations (which office locations, as well as any other addresses of the Service Provider shall be maintained by the Service Provider independent of and in addition to the offices of the Company), and will provide Collection Services in full compliance with all laws, ordinances, regulations, rules and order of the land. The Service Provider shall ensure that it has its own independent registrations and employer code numbers under the provident Fund Act and the Employees state Insurance Act. The Service Provider shall make payments to employees in the presence of the authorised representative of the Company.

20. PARTIAL INVALIDITY:

If at any time, any provision of this Agreement becomes illegal, invalid or unenforceable under the applicable law or judicial/administrative/ governmental directions, neither the legality, validity nor enforceability of the remaining provision of this Agreement shall in any way be affected or impaired thereby.

21. WAIVER

No delay in exercising or omission to exercise any right, power or remedy accruing to the Company under this Agreement shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of the Company in respect of such default or any acquiescence by it in default, affect or impair any right, power or remedy of the Company in respect of any other default.

22. AMENDMENT:

This Agreement shall not be amended, altered or modified except by an instrument in writing expressly referring to this Agreement and signed by the parties.

23. GENERAL

23.1 This Agreement may be executed in any number of counterparts and each of them shall be an original but all the counterparts together shall constitute one and the same instrument.

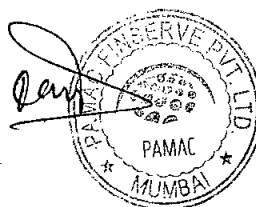
23.2 This Agreement, including its schedules, Annexures shall constitute the entire agreement and any previous agreements, understandings and negotiations on that subject matter shall cease to have any effect.

23.3 The headings used herein are convenience of reference only and are not intended to define, limit or modify the provisions of this Agreement in any way.

23.4 The provisions of this Agreement that by their nature and context are intended to survive the performance hereof, shall so survive the completion and termination of this Agreement.

SERVICE PROVIDER

COMPANY



23.5 Nothing in the Agreement shall make obligatory on part of the Company to give continuous business commitment to the Service Provider during the term of this agreement. Company reserves its right to assign its work to the Service Provider under the scope of this agreement on case to case basis as desired by it and the service provider shall have no claim in this regard.

24. ARBITRATION:

All disputes, differences and/or claims arising out of this Agreement whether during its subsistence or thereafter shall be settled by Arbitration in accordance with the provisions of The Arbitration and Conciliation Act, 1996 or any statutory amendments thereof and shall be referred to the Sole Arbitration of an Arbitrator nominated by the Company. The award given by such Arbitrator shall be final and binding on all parties to this Agreement. In the event of an appointed arbitrator dying or being unable or unwilling to act as arbitrator for any reason, the Company, on such death of the arbitrator or his inability or unwillingness to act as arbitrator, shall appoint another person to act as arbitrator. Such person shall be entitled to proceed with the reference from the stage it is left by his predecessor. The venue of arbitration proceedings shall be at Chennai at the Registered Office of the Company which is presently at 'DARE HOUSE', No.2 (old No: 234), NSC BOSE ROAD, PARRYS, CHENNAI – 600 001. The Service Provider agrees to a fast track arbitration to be disposed within 90 days from the date of reference.

25. JURISDICTION:

This Agreement has been accepted and executed by the Company at Chennai and all covenants, terms and conditions hereof including payments shall be observed and performed at Chennai and the Service Provider specifically agree, subject to the Arbitration clause contained herein, that Courts in Chennai alone shall have exclusive jurisdiction over any matter arising out of or concerning this Agreement.

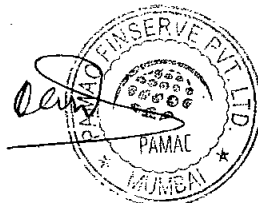
SCHEDULE

Service Provider 's Name & Address (in case of a Company/ partnership firm / Trust its registered office address)	PAMAC Finserve Private Limited. A-21, Shriram Indl. Estate, 13, G.D. Ambekar Marg, Wadala, Mumbai 400031
Status of the Service Provider	Private Limited Company
Tenure	Start Date : 01.04.2014 End Date : 31.03.2015 Effective date of Agreement : 01.04.2014

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed at Chennai on the day, month and year as mentioned below written

SERVICE PROVIDER

COMPANY



SIGNED AND DELIVERED by the
Within named company
Cholamandalam Investment and Finance Company Ltd.,
under the hand of

Shri _____

SERVICE PROVIDER

Within named **PAMAC Finserve Private Limited**

under the hand of

Shri Prashant Ashar - Director
In the presence of:



Witness 1: Mangesh Hande Hande

Witness 2: Santosh Jadhav CS Jadhav

SERVICE PROVIDER

COMPANY

ANNEXURE A

THIS ANNEXURE A is annexed to and is made an integral part of the Agreement dated 9th April 2014 between M/s. Cholamandalam Investment and Finance Company Ltd and PAMAC Finserve Pvt. Ltd.

- A. The overall scope of the job of the Service Provider and the key accountabilities are listed below. However, the Service Provider will perform duties as required by the Company from time to time:

1. SCOPE OF SERVICE OFFERED : FI Verification

Verification- For Customer Residential Address, Employment/ Business verification, Tele verification, Property verification.

2. PROCEDURE GUIDELINE FOR RENDERING SERVICE MENTIONED ABOVE:

1. Loan customer residential address verification
2. Business / Employment verification
3. Tele verification
4. Property verification

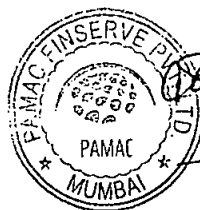
- B. The territory in which the Service Provider shall render services will be Coimbatore, Erode & Salem.

Area of Operations –

Address:

- 1.
- 2.

SERVICE PROVIDER



COMPANY

ANNEXURE – B- REMUNERATION

This Annexure B is annexed to and is made an integral part of the Agreement dated 9th April 2014. between M/s. Chola mandalam Investment and Finance Company Ltd and PAMAC Finserve Pvt. Ltd.

1. The Remuneration for service provided by the Service Provider will be made as follows:

Service Fee	: For Home Loans
	Local Residence Verification Rs.100/-
	Local Office / Business Verification Rs.100/-
	Local Property Verification Rs.100/-
	Local Tele Verification Rs.10/-
	Outstation Residence Verification Rs.175/-
	Outstation Office / Business Verification Rs.175/-
	Outstation Property Verification Rs.175/-
	Outstation Tele Verification Rs.10/-

Variable (if any) : Rs.

2. According to the above Clause 1, the Service Provider will raise monthly bills the services/work done in the previous month as per the rates given above.
 3. The payment will be made by Cheque /Demand Draft drawn on the Service provider.
 4. The said payment of fee shall be subject to deduction of Income Tax source at the applicable rates and other deductions, if any under the Agreement.
 5. The Service Provider agrees to attach relevant documents if specifically required by the Company. In case the Company requires any particular document/s and the Service Provider fails to give/forward such document or documents then the Company will not consider the same for payments unless the specified documents are attached with the bill.
 6. The fee stated above may change during the term of the Agreement based on the quarterly review by the Company and accordingly the Annexure B will be amended
 7. The Service Provider agrees and undertakes to submit copies of all the documents evidencing payment of all statutory dues and payment.
 8. The above fee structure is valid from the effective date mentioned above.
- Note: If any different format of Annexure-B is in use/used, it is mandatory to attach the same.

SERVICE PROVIDER



COMPANY

WHEREIN the parties hereto have executed this Schedule along with the agreement at Chennai on the day, month and year as mentioned below written

SIGNED AND DELIVERED by the

Within named company

Cholamandalam Investment and Finance Company Ltd.

under the hand of

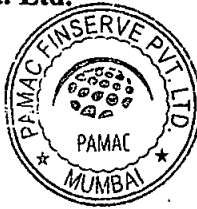
Shri _____

SERVICE PROVIDER

Within named **PAMAC Finserve Pvt. Ltd.**

under the hand of

Shri Prashant Ashar - Director



A handwritten signature in black ink, appearing to read 'Prashant', with a long horizontal stroke extending to the right.

SERVICE PROVIDER

COMPANY