

## SERVICE PROVIDER AGREEMENT

THIS AGREEMENT is made on 08<sup>th</sup> April, 2013, between

Name of the Service Provider	Address of the Service Provider
PAMAC Finserv Pvt. Ltd.	A-21, Shriram Indl. Estate, 13, G.D. Ambekar Road, Wadala, Mumbai - 40003

Hereinafter referred to as "the Company" of the first part;

And

**CAPITAL FIRST LIMITED**, a the Company incorporated under the Companies Act, 1956 and having its Registered Office at Indiabulls Finance Centre, Tower – II, 15<sup>th</sup> floor, Senapati Bapat Marg, Elphinstone Road, Mumbai - 400 013, hereinafter referred to as "**Capital First**" (which expression shall unless repugnant to the context or meaning thereof mean and include divisions, assigns, successors and associate companies) of the other part.

**The Company** and **Capital First** are hereinafter collectively referred to as the "**Parties**" and individually as the "**Party**".

## WHEREAS:

- A. Capital First is desirous of appointing the Company for the purpose of providing the Services, for itself as also on behalf of such of its customers who may have authorized it from time to time in this behalf.
- B. The Company has represented to Capital First that the Company has the requisite skill, knowledge, experiences, expertise, infrastructure, resources and capability to carry out the Services, and also has trained and experienced personnel having requisite skills, knowledge, experience and expertise to perform the functions in terms of this Agreement and in view thereof, the Company has agreed to perform the Services.
- C. Relying on the above and at the request of the Company, Capital First has chosen the Company for carrying out the Services on the terms and conditions contained in this Agreement.

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



FOR THE KAPOL CO-OP BANK LTD. BRANCH: Vithaldas Chambers, Ground Floor, A. Horni, Mody Street, 16, Mumbai Samachar Marg, Fort, Mumbai-400 001. D-5/STP(V)/C.R.1061/01/05/1973-76  
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 APR 08 2013  
 SPECIAL ADHESIVE  
 INDIA STAMP DUTY MAHARASHTRA





1. In this Agreement and the Standard Terms, unless there is anything repugnant to the subject or context thereof, the expressions listed below shall have the following meanings viz.:

**"Services"** means the services agreed to be provided/ provided by the Company in terms of this Agreement and more particularly specified in **Schedule I** to this Agreement.

**"Fee"** means the consideration agreed to be payable to the Company for the Services provided by the Company to Capital First.

**"Standard Terms"** means the STANDARD TERMS as applicable to the services provided to Capital First by the Company as attached herewith.

The Standard Terms shall be deemed to form part of this Agreement and shall be read as if they are specifically incorporated herein. To the extent of any inconsistency or repugnancy, the contents of this Agreement shall prevail to all intents and purposes.

This Agreement includes all amendments made hereto from time to time, the Schedules hereto as also all other related transaction documents, assigned to the Company under the Standard Terms.

## 2. APPOINTMENT AND TERM

- a) Capital First appoints the Company (for itself as also on behalf of such of its customers who may have authorized it from time to time in this behalf) for providing/ performing the Services and the Company agrees to provide the Services, subject to the terms and conditions set out herein as also in the Standard Terms and for the consideration specified in this Agreement.

The Company acknowledges receipt of a copy of the Standard Terms and confirms having read and understood the Standard Terms. The Company shall comply with the terms of this Agreement and the other transaction documents.

- b) This Agreement shall become effective from the Effective Date and shall be in full force for next 2 years unless terminated in accordance with the Standard Terms.

## 3. PAYMENT

- a) The Company will, unless disputed by Capital First, be paid charges specified in Schedule I hereto for the Services. The aforesaid charges may be, during the subsistence of this Agreement, revised by Capital First at its discretion; the changes will be intimated to the Company in writing by Capital First. Such charges will be net of any amounts payable to Capital First by the Company against defaults or deficiencies in meeting service levels, or otherwise. Unless otherwise specified in Schedule I hereto, the charges stated above are inclusive of all other costs, expenses, taxes as may become due and payable in relation to the Services.



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- b) All payments to the Company under this Agreement shall be subject to all applicable laws/ regulations of the relevant jurisdiction and wherever such approvals are required, Capital First will make payment under this Agreement only after the requisite approvals have been obtained by the Company to the satisfaction of Capital First and the Company has produced copies thereof to Capital First.
  - c) All such costs which are required to be incurred by the Company in relation to the Services and which have been agreed to be borne by Capital First, shall be incurred with prior written approval of Capital First and the Company shall furnish to Capital First all necessary receipts and other documents evidencing the incurrence of such costs, in a form and manner satisfactory to Capital First.
  - d) In the event it is found that extra payments have been made by Capital First on account of any discrepancies in the bills raised by the Company or over charging or otherwise, the Company shall promptly reimburse to Capital First all extra amounts which have been paid by Capital First or the Company authorizes Capital First to deduct such amounts from the dues payable to the Company by Capital First.
  - e) This Agreement and the Standard Terms constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement.
- 4. Unless otherwise agreed to by Capital First, the Company shall**
- a) Not do or omit to do any act or thing which may in the sole opinion of Capital First bring the name of Capital First or the corporate logo of Capital First into disrepute or which may in the sole opinion of Capital First affect its credibility.
  - b) Not use or publish any advertisements, signs, directory entries or other forms of publicity whether or not relating in whole or in part to the Business or display the same on or at the premises unless the same shall have first been submitted to and approved in writing by Capital First.

## 5. RELATIONSHIP

The relationship between the Company and Capital First shall be that of Principal to Principal basis. The relationship of both parties established by this Agreement is that of independent contractors and nothing in this Agreement shall be construed to give either party the power to direct and control the day-to-day activities of the other. Nothing contained herein shall be deemed to create between the Parties any partnership, joint venture, co-owners or relationship of principal and agent or master and servant or employer and employee or any affiliate or subsidiaries thereof. Each of the Parties hereto agree not to hold itself or allow its directors, employees /agents /representatives to hold out to be a principal or an agent, employee, partner or any subsidiary or affiliate of the other. All financial obligations associated with the Company's business are the sole responsibility of the Company.

## 6. GENERAL



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The Company shall also provide such other services as may be agreed to by the Company and Capital First upon such terms and conditions and charges as may be stipulated by Capital First, in writing.

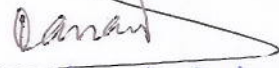
IN WITNESS WHEREOF the Parties hereto have hereunto executed these presents on the day and the date first hereinafter written.

**For Capital First Limited**

Name:   
Designation/ Title:  
[Authorized Signatory]

**For COMPNAY**

PAMAC Finserve Pvt. Ltd.

  
Name: Mr. Prashant Ashar  
Designation/ Title: Director  
[Authorized Signatory]







## SCHEDULE I

### 1. Date of this Agreement:

The 08<sup>th</sup> day of April, 2013

### 2a. Name and other details of the Company

Name of the Company / PAMAC Finserve Pvt Ltd.  
Partnership firm /  
Proprietary concern /  
HUF / Society / trust

Names of all partners /  
Karta and all adult /  
Coparceners / members /  
Proprietor (ess)

Name(s) of the authorized Signatory(ies) Mr. Prashant Ashar (Director)

Registered / Head /  
Principal office address A-21, Shriram Indl. Estate, 13,  
G.D. Ambekar Road, Wadala, Mumbai-400031

Address where notice is to be sent to

Fax No/s. 022-24122256.  
Email id rajesh.patel@pamac.com  
PAN AAACP4881H  
Phone No/s. \_\_\_\_\_

Kind Attention: Mr./Ms. Rajesh Patel.

### 2b. Correspondence address of Capital First Ltd.

**CAPITAL FIRST LTD.,**  
Indiabulls Finance Centre, Tower – II, 15<sup>th</sup> floor,  
Senapati Bapat Marg, Elphinstone Road,  
Mumbai - 400 013  
Phone No/s. \_\_\_\_\_

Kind Attention: \_\_\_\_\_

### 3. Definition



- a. "Customers" shall mean such persons who intend to purchase a Product from the seller and obtain finance for the same from Capital First.
- b. "Loan(s)" shall mean the financial assistance provided/ agreed to be provided by Capital First at its own discretion to the Customers for purchase of the Product by the Customers.
- c. "Loan Application" shall mean the application to be filled by the Customers, for availing the Loan.
- d. "Loan Documentation" shall mean the Loan Application terms and conditions and the delivery receipt, applicable to the Loan, as may be specified by Capital First from time to time.
- e. "Product" shall mean the product for which the Loan Application is made.

#### 4. AREA OF OPERATION

The Company indicates that he desires to operate in the State of MUMBAI AND PUNE Maharashtra & Pune and on the basis of his request he has been allotted the State of MAHARASHTRA.

#### 5. REIMBURSEMENT

Any reimbursement of cost or expenses shall require prior written approval from Capital First. The Company shall, if so required by Capital First, submit satisfactory evidence of payment of expenses to be reimbursed by Capital First.

#### 6. PROCESS FOR BUSINESS CONTINUITY

As communicated by Capital First from time to time.

#### 7. CO-ORDINATING STRUCTURE

The Company will co-ordinate with Capital First through a Relationship Manager appointed by Capital First and shall route all the matters relating to this agreement through the Relationship Manager only.

#### 8. REVIEW

The Company would be subject to a review by Capital First at regular intervals for the cases financed by Capital First. Capital First may at its sole discretion conduct review without prior notice.



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**9. SERVICES & PROCESS** = As per specific schedule for each activity.






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10. FEES

<b>For Capital First Limited</b>   <b>Name:</b> <b>Designation/ Title:</b> <b>[Authorized Signatory]</b>  	<b>For the Company</b> <u>PAMAC Finserv Pvt Ltd</u>   <b>Name:</b> <u>Mr. Ashant Ashar</u> <b>Designation/ Title:</b> <u>Director</u> <b>[Authorized Signatory]</b>
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**The Order**  
**To the**  
**SERVICE AGREEMENT DATED 8<sup>th</sup> April 2013**  
**Specification of Services**

This Order is made part of the Service Agreement dated 8<sup>th</sup> April 2013 between **Capital First Limited (CFL)** and **PAMAC Finserve Private Limited (Service Provider)**

- a. THE ORDER EFFECTIVE DATE: 8th April 2013
- b. TERM OF THE ORDER: 24 months from effective date
- c. LOCATIONS:  
Service Provider agrees to provide the Services to Capital First at various locations in Mumbai & Pune .
- d. PRODUCT: Business Installment Loan & Mortgage Loans
- e. SERVICES PROVIDED: : Processing of Files:
  1. The agency will work with the credit and risk department and shall be involved in file processing of customers/prospective customers.
  2. The agency would need to ensure that the file processing of Capital First customers/prospective customers. The initiated cases should be processed within the agreed turnaround time of 1 working day.
  3. Any delay in submission of the report due to unavoidable circumstances has to be intimated to designated official of Capital First & incase there are regular delays in conducting the Personal discussion and submission of reports, will constitute valid grounds for termination of the services.
  4. The Agency will maintain highest standard of professional conduct and has to ensure that it will not cause through its actions any damage to Capital First's reputation and need to meet the professional standards set by Capital First periodically.
  5. The Agency will ensure that its employees are fully trained for the job of processing. For this purpose the agency will ensure that its employees attend all programs organized by Capital First for imparting the training and also have in house training regularly.
  6. The Agency agrees to meet the performance standards set by Capital First and agrees that not meeting the performance standards will constitute valid grounds for termination of the services.



7. The Agency agrees to ensure that it recruits employees of good moral character and unblemished record who are working exclusively for Capital First. In the event, the Agency learns of misconduct, either in the past or in the present, of any of its employees, it shall ensure that employee concerned is not permitted to represent Capital First going forward.

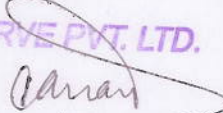
f. SERVICE FEES:- ,

Rates

1. File processing charges will be Rs. 1000/- plus Service Tax.

SEALED AND DELIVERED by within  
named **PAMAC Finserve Private  
Limited** through its Authorized Signatory  
**Mr. Prashant Ashar (Director)**

For PAMAC FINSERVE PVT. LTD.

  
Authorized Signatory

SEALED AND DELIVERED by within  
named **Capital First Limited** through its  
Authorized Signatory Mr. \_\_\_\_\_







**The Order**  
**To the**  
**SERVICE AGREEMENT DATED 8<sup>th</sup> April 2013**  
**Specification of Services**

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- a. THE ORDER EFFECTIVE DATE: 8<sup>th</sup> April 2013.
- b. TERM OF THE ORDER: 24 months from effective date
- c. LOCATIONS:

Service Provider agrees to provide the Services to Capital First at various locations in Mumbai & Pune.

- d. PRODUCT: Business Installment Loan & Mortgage Loans
- e. SERVICES PROVIDED: :

**Personal Discussion:**

1. The Agency will work with the credit and risk department and shall be involved in Personal discussion of customers/prospective customers.
1. The Agency would need to ensure the Personal discussion are completed within 1 working day subject to customer availability from date of login with the Agency and turnarounds can be changed as per the business requirement from time to time by Capital First under intimation to the Service Provider.
2. Any delay in submission of the report due to unavoidable circumstances has to be intimated to designated official of Capital First & in case there are regular delays in conducting the Personal discussion and submission of reports, will constitute valid grounds for termination of the services.
3. The Agency has to ensure that their employees/field Agents do a detailed discussion during Personal discussion post studying the file of the customer prior to the customer visit.
4. The Agency will maintain highest standard of professional conduct and has to ensure that it will not cause through its actions any damage to Capital First's reputation and need to meet the professional standards set by Capital First periodically.
5. The Agency will ensure that its employees are fully trained for the job of processing and Personal discussion. For this purpose the agency will ensure that its employees attend all programs organized by Capital First for imparting the training and also have in house training regularly.
6. The Agency agrees to meet the performance standards set by Capital First and agrees that not meeting the performance standards will constitute valid grounds for termination of the services.



7. The Agency has to ensure that the Managers/Officers conducting the Personal discussion with the customers are well dressed and are presentable. The Agency has to ensure that their Officers/Managers carry their identification cards at the time of visit.
8. The Agency agrees to ensure that it recruits employees of good moral character and unblemished record who are working exclusively for Capital First. In the event, the Agency learns of misconduct, either in the past or in the present, of any of its employees, it shall ensure that employee concerned is not permitted to represent Capital First going forward.
9. The Agency has to ensure customer confidently at all times and any breach will constitute valid grounds for termination of the services.

f. SERVICE FEES:-

Rates

1. Personal Discussion will be Within City Limit Rs.1,000/- plus Service Tax.
2. Personal Discussion will be dealt separately plus Service Tax.
3. Rate per Factory Visit will be Rs.2,000/- plus Service Tax.

SEALED AND DELIVERED by within named  
**PAMAC Finserve Private Limited** through its  
Authorized Signatory **Mr. Prashant Ashar**  
(Director)

For PAMAC FINSERVE PVT. LTD.

  
Authorized Signatory

SEALED AND DELIVERED by within named  
**Capital First Limited** through its Authorized  
Signatory Mr. \_\_\_\_\_



