

This Agreement made on this 24th day March of 2014.

BETWEEN

Shubham Housing Development Finance Company Private Limited a body constituted under the Companies Act and carrying a Certificate of Registration from National Housing Bank, having its Corporate Office at 5A & 6, Third Floor, JMD Regent Plaza, Mehrauli Gurgaon Road, Gurgaon - 122001, hereinafter referred to as **SHUBHAM**

AND

PAMAC Finserve Private Limited a Company registered under the Companies Act of 1956; having its Office at A-21, Shriram Industrial Estate, 13, G D Ambekar Road, Wadala Mumbai - 400 031 hereinafter referred to as "**the company**" (Which expression shall unless the context or meaning otherwise requires shall mean and include its directors for the time being and includes their survivor/s, legal heirs, administrators, executors, successors and assigns) of **the Other Part**;

WHEREAS:

1. **SHUBHAM** is in the business of providing; lending services, and is desirous of availing of certain specialized services relating to Verification of the customers of Home Loans and Home Improvement Loans and also the services which are incidental to thereto.
2. The Company, being in the business relating to customer verification and document verification in connection with processing of retail loans and also the services which are incidental to, represented to **SHUBHAM** that it has the requisite skills, knowledge, experience, expertise and capability to perform the specialized functions and also has trained and experienced personnel possessing the requisite skills and knowledge to perform the functions in terms of this Agreement, and that the Company also provides such services to other financial institutions, banks, companies etc. has expressed its willingness and have agreed to provide its services to **SHUBHAM** on the terms and conditions as provided herein below and the parties have agreed to record in writing the same hereunder this agreement..

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

1. SCOPE OF SERVICES

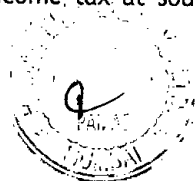
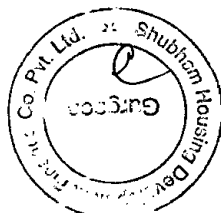
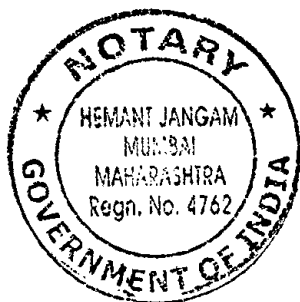
The Company hereby agrees to provide to **SHUBHAM** and **SHUBHAM** hereby agrees to avail of, from the Company, the services as detailed in **Schedule 1** annexed herewith (hereinafter referred to as "**the said services**") the Company shall carry out the said activities according to the highest standards as may be required by **SHUBHAM** from time to time. The Company shall carry out the said activities under this agreement to the utmost satisfaction of **SHUBHAM**

2. TERM AND TERMINATION

This agreement shall be valid for a period of 12 months for the period i.e. from 16th February 2014 to 15th February 2015 unless otherwise terminated earlier. Notwithstanding the above, this agreement can be terminated by either party by giving not less than 30 days prior written notice to the other party.

3. CONSIDERATION

The payments to be made to the Company shall be inclusive of all days and Govt. levies, present and future, but exclusive of Service Tax, which shall be shown separately in the invoice raised by the company and **SHUBHAM** shall not be entitled to pay any other tax and other amounts due to any statutory and/or regulatory authority with respect to the same. **SHUBHAM** shall however, be entitled to deduct income tax at source before making the payment to the Company.



For BOI DTD 07/07/2011-14/2007

BOI Seanching Ltd.
Ground Floor, Accounts Bldg
A.D. Weng, Fort
Mumbai - 400 001

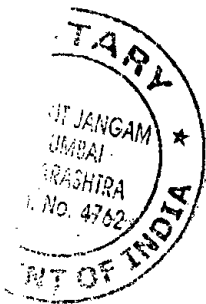
5/5/STP(V)/C.A.1002/04/07/2011-14/2007

शुभ 45950
150406
R. 00000100/- PB6602

STAMP DUTY
INDIA
MAHARASHTRA

SPECIAL
ADDRESS
MAR 24 2014
13:09

The Company shall be paid as per the **Schedule of Charges** annexed hereto as **Schedule II** by way of consideration for 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 COMPANY

The Company shall:

- a. Engage requisite number of personnel to facilitate rendering of the said services in an 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. The Company's employees shall be in its direct control and supervision. The Company shall be free to transfer its employees / staff in accordance with the Company's needs.
- e. Comply with the provisions of all laws and rules made there under and in particular all the relevant labor laws and taxation laws in force from time to time.
- f. The Company hereby agrees to indemnify and hold SHUBHAM save and harmless from and against any liabilities arising out of any labor statutes, 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 defense of such assessment.
- g. The Company shall render true and faithful services to SHUBHAM from the date of appointment and shall follow all instructions issued by SHUBHAM with respect to such services with due diligence.
- h. It shall perform verification services through its employees in a lawful manner and shall not engage in any unfair or misleading practices or resort to any forcible, oppressive, vindictive, illegal or criminal means and shall not engage in any conduct or practice which harasses, oppresses or abuses the proposed borrower or any person in connection with verification services. The Company shall engage requisite number of personnel to facilitate rendering of the said services in an efficient and timely manner besides employing sufficient supervisor personnel to supervise the work of the employees.
- i. It shall not collect or attempt to collect any information/documents that it is not authorized to collect under the directions of SHUBHAM or applicable law.
- j. The Company shall always endeavor to promote the interests of SHUBHAM and observe honesty in the dealing with SHUBHAM. The Company shall observe professional integrity in their performance, and shall ensure that no complaints are made against it/him by any person with respect to this Agreement
- k. The Company understands that it is representing SHUBHAM while dealing with SHUBHAM's customers and outsiders in connection with discharging services UNDER THIS agreement and shall show courtesy, forbearance and good temper at all times.



l. The Company shall not collect and receive any monies from any customers of SHUBHAM or from any other person with respect to the services being rendered under this Agreement.

m. The Company shall allow SHUBHAM and its representative's reasonable opportunity to inspect its premises during business hours for verification of quality of the service, infrastructure, accounting, information keeping processes, stationery and other product or term available and being used in connection with services rendered by it. The inspection shall not be construed as the statutory internal audit of the Company. Further, the Company shall allow SHUBHAM to make such random checks of its facilities, records, operations and procedures relating to this agreement as SHUBHAM considers necessary and appropriate.

n. The Company shall notify to SHUBHAM in writing of any change in the ownership, management of the company within three business days of such change.

o. The Company shall be impartial in dealing with outsiders with respect to this Agreement and shall not indulge in any type of discrimination on the basis of caste, sex creed and religion.

p. The Company acknowledges that the information/documents procured from the proposed borrower shall always remain the property of SHUBHAM and shall have no right or lien over the same that may come in its possession.

q. The Company agrees that it shall be liable both for civil and criminal action if the particulars/data/information provided by it is incorrect/false or partly correct.

r. The Company shall follow the due process of law while discharging duties under this Agreement and shall not indulge in any illegal and unethical activities.

s. The Company is aware that SHUBHAM is bound by the National Housing Bank guidelines regarding all its Business, and the National Housing Bank, as regulator is entitled to have access and inspect all the records of the Company with respect to this Agreement. The Company shall extend full cooperation to the National Housing Bank in this regard.

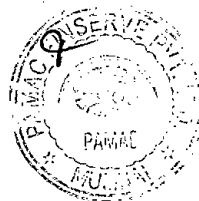
t. The Company shall return all data, documents and records pertaining to this Agreement, including third party information back to SHUBHAM upon termination of this Agreement or upon SHUBHAM calling upon it to do so.

TAXES, IMPOST, LEVIES AND OTHER LEGAL COSTS

The Company shall agree that all kinds of tax, impost, levies, cess whether statutory or governmental and or otherwise either imposed or levied or chargeable by reason of the services provided/rendered by it in performance of its obligations under this agreement and or any payment due under this agreement from SHUBHAM including but not to any legal cost, expenses, damages and or other monies suffered and or incurred shall be exclusively borne by the Company paid explicitly without claiming any reimbursement whatsoever from SHUBHAM.

5. AUTHORITY/ CONFIDENTIALITY

The Company agrees that all tangible and intangible information received / gained / obtained / developed or disclosed including all documents, data, applications, negotiable instruments, papers and statements and any business / customer information and trade secrets of SHUBHAM, 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 SHUBHAM, 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 SHUBHAM, and that the Company shall ensure that the Confidential Information is not used or permitted to be used in any manner incompatible or inconsistent with that authorised by SHUBHAM even after the term of this agreement and that the Company shall be responsible / accountable for any act/deed done to the contrary and indemnifies SHUBHAM for any loss/damage that may be caused to or suffered by SHUBHAM. On the expiry or termination of this Agreement, the Company shall hand over or cause to be handed over all the Confidential Information, relevant documents and all other related materials in its possession to SHUBHAM.

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

6. REQUIRED DISCLOSURE

If the Company 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 SHUBHAM in writing, in sufficient detail immediately upon receipt of such Court order, subpoena, legal or regulatory request or similar process, in order to permit SHUBHAM to make an application for an appropriate protective order (which SHUBHAM 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 Company shall give an opportunity to SHUBHAM for a period of three days to move the appropriate Court in appeal to obtain a stay order if SHUBHAM so desires.

7. NON - PERFORMANCE OR DEFAULT

Without prejudice to the provisions of Section 2, SHUBHAM may terminate this agreement with immediate effect by given written notice to the Company under the following circumstances

1. If the Company commits any breach of any of the terms and conditions of this Agreement, or in the opinion of SHUBHAM, the performance of the Company is not acceptable.
2. If the Company and/or any of its agents or employees engage in fraud or other illegal or unethical activities, or in any activities which SHUBHAM, in its reasonable judgment, believes could adversely affect the reputation of SHUBHAM;
3. If the Company, being a company enters into liquidation, whether compulsory or voluntary, or makes an assignment for the benefit of or compound with its/his creditors, or have a manager or a receiver appointed in respect of its assets, and/or any part of its Business.
4. The Company being disabled to render services under this Agreement due to the revocation of the licence or any other authorization granted to the Company by any statutory authority.
5. The Company breaches the terms of Confidentiality Clause of this Agreement
6. Any event triggering the indemnity Clause of this Agreement occurs.
7. This Agreement being rendered invalid due to operation of any law.



8. SHUBHAM changes its policy in respect of provision of this Agreement if the rendering of such Services is found to be detrimental to the interest of SHUBHAM.

SHUBHAM's right to terminate this Agreement as above, shall be in addition to any other rights or remedies that SHUBHAM may have under this Agreement, and at law or in equity, as a result of the Company breach of this Agreement.

8. INDEPENDENT SERVICE PROVIDER

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

The Company 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 SHUBHAM and the Company and/or the personnel assigned/provided/deployed by the Company 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 Company 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 SHUBHAM or any subsidiary or affiliate thereof.

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

The Company's personnel, employees, agents, etc., have no authority / right to bind SHUBHAM in any manner. It is also clarified that the personnel employed by the Company will be governed by the terms of the Company's employment and the Company alone shall be responsible for taking such fidelity insurance in respect of its personnel and or representatives and shall remain exclusively liable at all times to SHUBHAM in the event of any adverse claims of whatsoever nature made on SHUBHAM by the Company's personnel, employees, agents, etc.,

9. NOT EXCLUSIVE AGREEMENT

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

10. PUBLICITY

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

11. ASSIGNMENT

The Company shall not assign any of its responsibilities contained in this agreement to any agent, sub - agent without prior written permission of SHUBHAM, which SHUBHAM may deny in their absolute discretion.



12. PROPRIETARY RIGHTS

The Company 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 SHUBHAM and in furtherance thereof, the Company hereby irrevocably grants, assigns transfers to SHUBHAM all rights, title and interest of any kind in any work product produced in pursuance to this agreement. The Company shall not be entitled to make use of any of the materials except as may be expressly permitted in this agreement.

13. WARRANTY

The Company further warrants to SHUBHAM 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 SHUBHAM's sole and exclusive discretion.

14. COMPUTER / SYSTEMS USE

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

15. INDEMNIFICATION

- a. The Company shall fully indemnify and hold harmless SHUBHAM against any liability, loss, claim, penalties, costs, expenses directly or indirectly incurred or suffered by SHUBHAM, arising on account of any act, commission or omission attributable to the improper handling of SHUBHAM's documents and property or to the negligence of any person of the Company which has resulted whether on account of breach of any of the conditions of this Agreement by the Company and or its employees; of on account of any disclosure of the confidential information or otherwise howsoever;
- b. The Company shall compensate SHUBHAM for any loss and/or damages caused to SHUBHAM 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 SHUBHAM, SHUBHAM shall be entitled to adjust such amounts as claimed against the future or outstanding payments due to the Company. Any such claim for loss and/or damage made by SHUBHAM shall not amount to a waiver of SHUBHAM's right to terminate this Agreement or any of the other rights available to SHUBHAM either under this Agreement or otherwise howsoever.

Any loss, misappropriation, misuse or damage of or to any confidential information or documents or property of SHUBHAM etc. for any reason whatsoever (including force majeure) occurring while the same are in the possession (including all kinds of constructive possession) or custody of the Company and or its Personnel/representatives or within the control of the Company and or its Personnel/representatives.

Any claims, liabilities, damages, losses, costs, charges, expenses, proceedings, and actions of any nature whatsoever made or instituted against or caused to or suffered by SHUBHAM directly or indirectly by reason of:



- c. Any wrongful, incorrect, dishonest, criminal, fraudulent or negligent work, misfeasance, bad faith, disregard of its duties and obligations hereunder, service, act or omission of or by the Company or any of its Personnel.
- d. Any theft, robbery, fraud or other wrongful act or omission by the Company or its Personnel.
- e. Any breach of the provisions of this Agreement by the Company or its Personnel.
- f. Any claim by the Personnel employed by the Company against SHUBHAM (including any labour related claim such as a claim that the Personnel should be employed by SHUBHAM).

The Company shall be liable for any change in quality of the services undertaken hereunder this agreement. Any such change shall be construed as loss whether direct or indirect and SHUBHAM shall reserve the right to and shall be entitled to claim reimbursement from the Company.

- g. The Company agrees to indemnify and hold SHUBHAM harmless from any loss, claim, damage, costs or expense of any kind including reasonable attorney's fees to which SHUBHAM may be subjected by virtue of a breach of any terms/obligations/warranty provided in this agreement.
- h. Any loss or damage incurred by SHUBHAM and/or any party on account of failure upon the part of the Company to take adequate security measures with respect to the data available with the Company.
- i. Any claim made upon and any action taken against SHUBHAM by any statutory authority or Court on account of the Company continuing with the services being rendered under this Agreement, after receipt of a prohibitory order from a statutory authority or Court, provided that no claim shall lie against the Company in the event of the notice of such prohibitory order not being served upon the Company

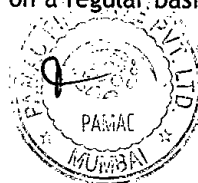
The indemnities under this Clause are in addition to and without prejudice to the indemnities given elsewhere in this Agreement.

16. LIMITATION OF LIABILITY

- a) The Company shall be liable to SHUBHAM 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 SHUBHAM, in particular to SHUBHAM's documents, items etc while in its possession.
- b) The Company shall be liable for any indirect, special or consequential damages to SHUBHAM, 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 SHUBHAM, the Company shall be entitled to adjust the amounts so claimed as damages against the future payments due by SHUBHAM to the Company.

17. SERVICE STANDARDS

The Company shall employ its best efforts to meet SHUBHAM's job / task deadlines and the documentation standards. The Company shall discuss and review the progress, status of the current assignment, on a regular basis as and when required with SHUBHAM.



18. **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 SHUBHAM at any time to enforce any obligation by the Company 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 SHUBHAM as regards any subsequent action.
- b. 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 SHUBHAM and the Company.

19. **ARBITRATION**

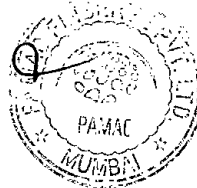
1. All disputes between the parties hereto shall be referred to a sole Arbitrator appointed by SHUBHAM. The Arbitral proceedings shall be conducted as per the provisions of the Arbitration & Conciliation Act 1996. The venue of such arbitration shall be Delhi. The proceedings shall be conducted in English.
2. This Agreement shall be governed by Indian laws, and shall be subject to the jurisdiction of the courts in India.

20. **COMPLETE AGREEMENT**

This agreement supersedes any and all agreements, contracts or addenda relating to the said services by the Company. 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 SHUBHAM and the Company.

21. **RIGHTS OF SHUBHAM ::**

1. SHUBHAM shall be entitled to conduct audit and inspection of the records and documents held by the Company by itself or through a third party, with respect to the services discharged by the Company under this Agreement in such intervals as SHUBHAM may desire.
2. SHUBHAM is at liberty to call for any statements and MIS from the Company as and when required.
3. SHUBHAM shall inspect the records of the Company or appoint any person for inspection of records at any point of time.
4. In the event of the Company not performing duties to the satisfaction of SHUBHAM, or being unable to perform its duties, SHUBHAM shall be entitled to transfer the work supposed to be done to another person, and shall be entitled to recall for all the documents and records from the Company.
5. SHUBHAM shall be entitled to exercise right of lien and set off over the fees payable to the Company under this Agreement by SHUBHAM for any loss caused to SHUBHAM due to the acts of the Company, and for all the amounts to which SHUBHAM is entitled to as per the provisions of Clause (7).



22. REPRESENTATIONS OF THE COMPANY::

1. All the actions of the Company are in accordance with laws and regulations and they do not violate any law or act, unlawfully leading to claims against SHUBHAM.
2. The Company possesses all the necessary approvals, licenses and authorizations from the statutory authorities, and as required by the relevant laws, and has been complying with all laws and regulations.
3. The Company has the entire required infrastructure to carry out the work assigned to it by SHUBHAM.

23. NOTICES::

Notices, writings and other communications, under this Agreement may be delivered by hand, by registered mail, by overnight courier service, or facsimile to the addresses and numbers specified as follows :-

Notice will be deemed to be given :

- (a) In the case of hand delivery or registered mail or overnight courier, upon written acknowledgement of receipt by an officer or other duly authorized employee, agent or representative of the receiving party;
- (b) In the case of facsimile upon completion of transmission, as long as the sender's report shows successful transmission.

Provided further that in cases of a notice being forwarded by facsimile, a copy of the notice shall also be forwarded by hand delivery, registered mail or overnight courier Services.

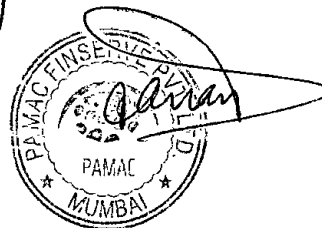
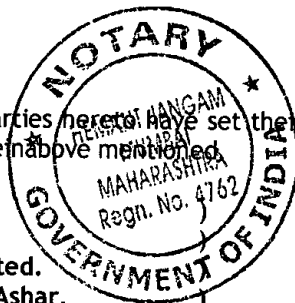
The address for notice may be changed by any of the parties, by giving notice to the parties.

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

Signed and delivered by the
Within named Company
PAMAC Finserve Private Limited.
at the hands of Mr. Prashant Ashar.
Director

in presence of : Mr. Santosh Jadhav

(Witness)



Signed and delivered by the
withnamed SHUBHAM Housing Development
Finance Company Private Limited
at the hands of Mr.

in presence of :

For Shubham Housing Development
Finance Company Pvt. Ltd.

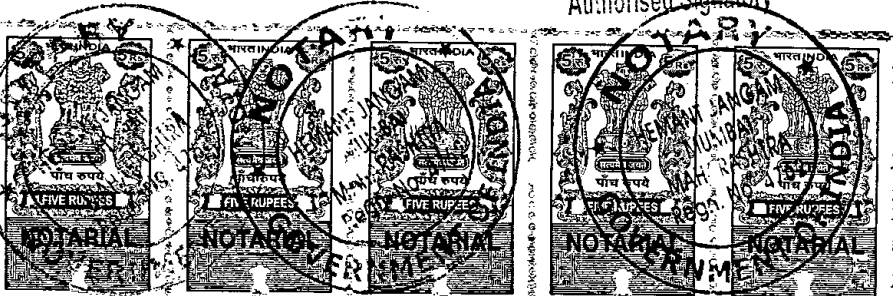
(Witness)

Authorised Signatory

BEFORE ME

HEMANT JANGAM
NOTARY, GOVT. OF INDIA
MUMBAI, MAHARASHTRA.

22 APR 2014



SCHEDULE - I

SCOPE OF SERVICES -

All PAMAC Locations to be covered.

Schedule of Charges

Checks	ICL-	OCL & NCR	Remarks
Single Address Verification	60	125	Pan India
Single Address Verification	60	125	Delhi & NCR
Single Residence TVR	20		Pan India
Single Office TVR	20		Pan India
Pay-slip Verification - Per Check	90	125	Pan India
Form -16 Verification -Per Check	90	125	Pan India
Bank Statement Verification - Per Check	90	125	Pan India
ITR Verification - Per Check	100	150	Pan India
Financial Verification- Per Check	700	900	Delhi Location only
Financial Verification - Per Check	2000	-	Pan India (Excluding Delhi)

Note:

- Services tax applicable on the above rates
- TAT for ICL - 48 hours and NCR/OCL -72 Hours.
- Above rates are for PAMAC locations only.

For Shubham Housing Development
Finance Company Pvt. Ltd.
Authorized Signatory
Authorized Signatory

