

Pamac - Aurangabad

SERVICE AGREEMENT

SERVICE AGREEMENT

THIS SERVICE AGREEMENT made at place and date as mentioned in the Schedule

BETWEEN

KOTAK MAHINDRA PRIME LTD, a company incorporated under Indian Companies Act, 1956 and having its registered office at 27BKC, C 27, G Block, Bandra Kurla Complex, Bandra (E), Mumbai - 400 051CIN - U67200MH1996PLC097730 (hereinafter referred to as "KMPL", which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and assigns) of the ONE PART.

AND

The person specified in Schedule as Service Provider having office at the place specified in Schedule (hereinafter referred to as the "Service Provider" (which expression shall unless repugnant to the context and meaning thereof deem to mean and include its / his / her / their/ respective heirs, executors, administrators and successors / the partner(s) for the time being of the said firm, the survivor(s) of them and the executors, administrators and successors of the surviving partners as the case may be) of the SECOND PART.

WHEREAS

KMPL is inter-alia engaged in the business of providing finance facility/ies to the Dealers and Customers.

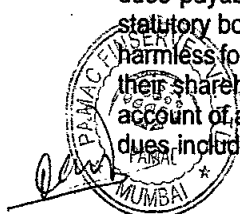
For its Retail Credit activity KMPL is desirous of engaging the services of a Service agency for verification of the information of the applicant applying for any of the products as may be specified by KMPL from time to time.

The Service Provider has represented to KMPL that it has the requisite skill, knowledge, experiences, expertise, infrastructure and capability to conduct and handle the various services as specified in Annexure I of this Agreement (hereinafter referred to as "the Services") and also has trained and experienced personnel having requisite skills, knowledge to perform the Services as mentioned in the Agreement and the Service Provider intends to offer KMPL its services as specified in Annexure - I.

Relying on the Offer Letter (as mentioned in the Schedule) of the Service Provider, KMPL has agreed to accept the offer of the Service Provider and appoint the Service Provider for verification of the information furnished by the applicant of the Credit Products as may be specified by KMPL from time to time on the terms and conditions contained herein below:

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 Service and Charges:
 - 1.1 The Service Provider shall offer all or any of the Service at the discretion of KMPL as mentioned in the Annexure I attached herewith.
 - 1.2 KMPL agrees to pay to the Service Provider in respect of the Services to be provided under the Agreement as per Annexure- II.
 - 1.3 The Service Provider shall raise invoice which shall be consolidated and submitted on a monthly basis to KMPL and shall be due and payable not later than the 10th day from receipt of the invoice by KMPL. There will be no late payment service charge of any kind. KMPL may, upon notice to the Service Provider, withhold payment for the Service due to any question that may be raised by KMPL on any items invoiced to KMPL. Such non-payment shall not constitute a default or breach of this Agreement. In the event of any dispute between KMPL and the Service Provider with respect to the invoiced Services or other related matters, KMPL shall pay the undisputed amount and the Parties shall promptly seek to resolve the disputed matters.
 - 1.4 The Service Provider agrees that if an invoice is not presented within 3 months from the date of the transaction, KMP shall be released and discharged from any liability to make any payment for those specific Services.
 - 1.5 The Service Provider shall be responsible for and pay all taxes, levies, duties, assessments and deductions of every nature required by law in connection with the provision of Services under this Agreement including inter alia, statutory dues payable under various laws, statutes to any government authorities, semi-government authorities and other statutory bodies in connection with and/or arising under this Agreement and hereby indemnifies, defends and holds harmless for any loss (whether financial or non-financial AND whether direct or indirect) suffered by KMPL and/or any of their shareholders, directors, officers, employees and agents, from any and/or all liability that may become due on account of any alleged non-payment of any or all of such taxes, levies, duties, assessments, or deductions, statutory dues including, among other things, any penalties and interest thereon assessed by any state or local government



authority against KMPL and all costs and expenses including attorney's fees incurred in defense of any such assessment, non-payment of statutory dues.

- 1.6 Notwithstanding anything in the foregoing to the contrary, in no event will KMPL be responsible for any taxes based on the Service Provider's net income or gross receipts, or other such taxes based on the Service Provider doing business in any particular jurisdiction.
- 1.7 Notwithstanding anything herein to the contrary, this Section shall survive the termination of this Agreement, including, without limitation, survival beyond the period of limitation for extensions in regard to taxes.
- 1.8 Each Invoice shall be supported with the necessary bills and vouchers.
- 1.9 All invoices shall be numbered and dated and the Service Provider agrees not to repeat the invoice number for at least a seven (7) year period. Each invoice shall contain, at a minimum, the following information:
 - (a) The time period covered by the invoice
 - (b) An itemized listing of Support Services provided and the costs associated therewith by the Customer.
 - (c) Sub-totals
 - (d) Taxes where applicable
 - (e) Additional information reasonably requested by the Customer from time to time.

2. COMMENCEMENT AND TERM

This Agreement is effective from the date first mentioned above and shall remain in force for a period of Twelve Months (the "Initial Term") and thereafter unless terminated in by either party as per the provisions of clause 8 of this agreement.

3. DUTIES OF THE SERVICE PROVIDER

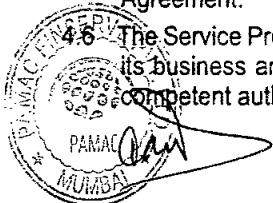
The Service Provider agrees and undertakes as follows:

- 3.1 To carry out its obligation and functions under this agreement strictly in accordance with the guidelines, instructions, manuals and procedures prescribed in Annexure I.
- 3.2 All the Services shall be conducted either physically or through references or as advised by KMPL from time to time.
- 3.3 The Services shall be conducted by the Service Provider only through its employees or persons duly authorised by him under no circumstances persons not in the employment of the Service Provider or not properly authorised shall be engaged for the purpose of the Services.
- 3.4 The report of the Services shall be submitted in the format prescribed/approved by KMPL. The Service Provider shall in such other cases provide additional information as required by KMPL.
- 3.5 In addition to the information required to be furnished in the prescribed form, if any additional information comes to the knowledge of the Service Provider the same shall be immediately conveyed to KMPL.
- 3.6 For the Services provided by the Service Provider, it shall be paid charges (subject to tax deducted at source) as specified in Annexure II to this Agreement. Such charges are subject to change and the Service Provider shall be intimated of the same. Charges for the current month shall be billed by the 7th of the succeeding month and the same shall be cleared by KMPL within 10 working days of submission of the bill by the service provider. KMPL reserves the right to hold back fees/charges for any particular month if the Service Provider fails to provide services and/or has not been diligent in providing the services as specified in Annexure I to this Agreement

4. OBLIGATION OF THE SERVICE PROVIDER

The Service Provider agrees and undertakes that the Service Provider shall:

- 4.1 Ensure correct reporting of the information while evaluating the application and also ensure that its employees shall report all suspicious transactions, irregularities or violations of any legal or regulatory procedures by the applicant.
- 4.2 The Service Provider shall ensure strict compliance with guidelines/ instructions and procedures issued by KMPL from time to time in this regard.
- 4.3 The Service Provider hereby guarantees that the service provided under this agreement be of the highest standard and also guarantees the correctness of all the information and evaluation of the Loan application/s.
- 4.4 The Service Provider shall immediately notify KMPL in writing if any of its employee or any other person engaged by the Service Provider has committed any breach of any of the employment agreement or has committed any act amounting to moral turpitude or has been arrested by the police or removed from the employment of the Service Provider or committed any act which in the opinion of the Service Provider affects the integrity of the person.
- 4.5 The Service Provider hereby confirms that the Service Provider has complied with all the Labour Legislation prevailing and as applicable from time to time in states where the Service Provider shall be operating in the course of this Agreement.
- 4.6 The Service Provider confirms to have obtained all licenses under all applicable laws viz. Labour laws etc pertaining to its business and complied with all the statutes, bylaws, regulations and requirements of any government or other competent authority applicable to the Service Provider and the conduct of the Business and shall keep the same live

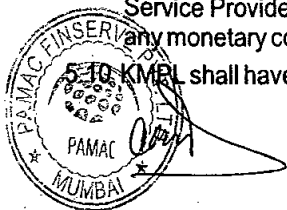


and subsisting throughout the tenure of this agreement and its renewals, if any.

- 4.7 The Service Provider shall procure from its employees for the time being and from such other staff as KMPL may require, an undertaking not to disclose to any third party any confidential information or knowledge concerning the business of KMPL and take such steps at the Service Provider's own expense as KMPL may direct in order to enforce or restrain any breach of the terms of any such undertaking.
- 4.8 The Service Provider shall maintain all registers and records required to be maintained by KMPL in connection with the business of the Service Provider under this agreement.
- 4.9 Applications shall be processed inter-alia on the basis of the information submitted by the Service Provider and for any loss or damage resulting out of any wrongful information / deficit or inaccurate information which leads to or results in inaccurate assessment of the creditworthiness of the applicant by KMPL, the Service Provider shall be liable and hereby indemnifies KMPL from any loss which KMPL shall suffer or is likely to suffer.
- 4.10 The Service Provider shall not conceal any information, which comes in to the knowledge of the Service Provider even though it be in the normal course of scope of services provider of otherwise, failing which, the Service Provider shall indemnify KMPL, its employees and Directors from all the losses, hardships, sustained, incurred by KMPL to the fullest extent.
- 4.11 The Service Provider agrees and undertakes to furnish information as per the procedure stipulated by KMPL within the time period agreed upon from time to time.
- 4.12 The Service Provider shall not use or permit to be used any information furnished by KMPL in terms of this agreement, other than as provided under this agreement.
- 4.13 The Service Provider confirms that it has taken all the necessary approvals as required under the local, state or central legislation in respect of the premises from where the Service Provider is operating its business.
- 4.14 The Service Provider shall ensure that its employees/personnel shall at all times conduct themselves within the parameters of laws and shall not commit, abet or permit the commission of any illegal act while working in the course of this Agreement and in the event of any illegal act being committed or abetted, the Service Provider shall be liable for all consequences thereof and KMPL shall not be liable either directly or indirectly.

5 CONFIDENTIALITY AND NON-DISCLOSURE

- 5.1 All details, documents, data, applications, software, systems, papers, statements, business/customer information and KMPL practices and trade secrets (hereinafter referred to as "Confidential Information") which may be communicated to the Service Provider and /or its employees shall be treated as absolutely confidential and the Service Provider irrevocably agrees and undertakes and ensures that the Service Provider and all its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any person without the prior written permission of KMPL nor shall use or allow to be used any information than as may be necessary for the due performance of the Service Provider's obligation hereunder. The Service Provider hereby specifically agrees to indemnify and keep KMPL 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 KMPL on demand all damages, loss, cost, expenses or any changes that KMPL may suffer, incur or pay in connection therewith.
- 5.2 Take all necessary action to protect the confidential information against misuse, loss, destruction, deletion and /or alteration.
- 5.3 Not to misuse or permit misuse directly or indirectly, commercially exploit the confidential information for economic or other benefit.
- 5.4 Not to make or retain any copies or record of any confidential information submitted by KMPL other than as may be required for the performance of the Service Provider's obligation under this agreement..
- 5.5 Notify the KMPL promptly of any unauthorized or improper use or disclosure of the information.
- 5.6 Return all the documents/property which is in the custody of the Service Provider at the end of the specific assignment..
- 5.7 The Service Provider shall ensure that no personnel employed by the Service Provider commits any misconduct or acts in contravention of any of the provisions of this Agreement or instructions issued by KMPL from time to time or commits any fraud or is involved in any criminal or civil case. If any personnel commits any misconduct or is involved in criminal case or is guilty of acting in contravention of any provisions of this Agreement or any law the Service Provider shall indemnify and keep KMPL indemnified from the consequences of any such act of its personnel as a result which KMPL has suffered or is likely to suffer any loss.
- 5.8 The personnel employed by the Service Provider shall not have any claim whatsoever on KMPL and shall not raise any Industrial dispute, either directly or indirectly, with or against KMPL, in respect of any of the service condition or otherwise.
- 5.9 It is further expressly clarified and agreed that in case of death or bodily injury to any such personnel appointed by the Service Provider in course of carrying out of the services of this Agreement, KMPL shall not be liable or bound to pay any monetary compensation or otherwise be responsible in any way, whatsoever.
- 5.10 KMPL shall have the right to call upon the Service Provider to replace any of their personnel who in the sole opinion of



KMPL is jeopardizing the interest of KMPL and the Service Provider shall forthwith comply with the demand of KMPL.

- 5.11 That the Service Provider specifically covenants that the Service Provider and /or any of it's employees or any other person employed by the Service Provider for the purpose of this agreement shall not use any illegal or unlawful means in performing its obligations under this Agreement. And also for any illegal or unlawful means employed by the Service Provider and /or any of it's employees or any other person the Service Provider shall alone be responsible and agrees to indemnify and keep indemnified KMPL at all times against any suits, claims, demands, petitions, actions, proceedings etc filed /initiated against KMPL by any person for any reason whatsoever and against any loss, damage, claims, costs, charges, expenses.
- 5.12 The Service Provider and its personnel shall not claim any lien on the amount collected by the Service Provider even if any amount is due and payable by KMPL to the Service Provider.
- 5.13 The Service Provider under takes to execute such other documents as may be required by KMPL from time to time.

6. INDEMNITY

The Service Provider hereby agree and covenants to indemnify and keep indemnified KMPL against-

- i) all loss, misappropriations, misuse or damage of or to the documents of any other security instruments which are in possession of the Service Provider or its personnel or within the control of the Service Provider or its personnel.
- ii) any or all claims, liabilities, damages, losses, costs, charges, expenses, proceedings and actions of any nature whatsoever made or instituted against KMPL and /or any customer directly or indirectly by reason of -
 - a) any wrongful, incorrect, dishonest, criminal, fraudulent or negligent work, misfeasance, disregard of duties by the Service Provider or its personnel ; and/or. Any theft, robbery, fraud or wrongful act or omission by the Service Provider or its personnel; and/or
 - b) any breach of any of the provisions of this agreement or any of the Annexure by the Service Provider or its personnel; and/or
 - c) any loss or damage caused to KMPL or its customer for any default or mistake or error or commission any act which is not authorised or done in accordance with the procedure laid down by KMPL; and/or
 - d) any loss or delay in handing the amount paid by the customers to KMPL ; and/or
 - e) any loss as a result of incorrect calculations by the Service Providers or any person engaged by it.

All indemnities shall survive expiry or termination of this Agreement and the Service Provider shall continue to be liable under the Indemnities.

7. ACCOUNTS AND RECORDS

- 7.1 The Service Provider shall maintain accurate accounts and records, statements of all it's operations and expenses in connection with its functions under this Agreement in the manner specified by KMPL.
- 7.2 The Service Provider shall forthwith upon being required by KMPL allow KMPL or any of its authorised representatives to inspect, audit or take copies of any records maintained by the Collection Agreement. The Service Provider shall also co-operate in good faith with KMPL to correct any practices which are found to be deficient as a result of any such audit within a reasonable time after receipt of the report from KMPL. However upon discovery of any discrepancies or underpayment the Service Provider shall immediately reimburse KMPL for such discrepancies or overcharges.

8. TERMINATION

Without prejudice to the rights and remedies available to KMPL under this Agreement, KMPL shall have the right to terminate this Agreement by giving one months notice without assigning any reason whatsoever

9. EVENTS OF TERMINATION

Without prejudice to any right of KMPL, KMPL shall terminate this agreement:

- I) If the Service Provider fails or neglects to observe or commits or allows to be committed any breach of the terms, conditions, provisions or stipulations of this Agreement on its part to be performed and if such breach is remediable, fails to remedy such breach required to be remedied within reasonable time as specified by KMPL. Or;
- II) If any of the representations made by the Service Provider are found to be false or wrong. Or;
- III) If the Service Provider does or suffers any act or thing or omits to do or suffers to be done any act, thing, deed or matter whereof in the consequence of which the business of KMPL may be or is likely to suffer or;
- IV) If the Service Provider acts beyond the scope of this Agreement or is suspected of falsifying records or;
- V) If the Service Provider by its act or omission gives to KMPL reasonable ground to consider that its rights may be prejudiced or jeopardized..

10. CONSEQUENCES OF TERMINATION

Upon the termination or expiration of this Agreement for any reason, the Service Provider shall:

- 10.1 Immediately cease to operate as the Service Provider and not hold itself in any way as the Service Provider of KMPL

and refrain from any action that would or may indicate any relationship between it and KMPL.

10.2 Return to the KMPL forthwith, as KMPL shall direct all documents, statement computer floppies and all other materials. Notwithstanding anything contained in this para the Service Provider shall continue to be liable under the terms of this agreement until and unless all the documents, statements, computer floppies are returned to KMPL.

10.3 The expiration or termination of this Agreement shall be without prejudice to the accrued rights of KMPL and any provision hereof which relates to or governs the acts of the KMPL hereto subsequent to such expiry or termination hereof shall remain in full force and effect and shall be enforceable notwithstanding such expiry or termination.

10.4 On termination/expiry of this agreement, any application submitted by the KMPL to the Service Provider prior to termination/expiry of this agreement shall be processed by the Service Provider and any payments in connection with such applications will be paid to them by KMPL.

11. PRINCIPAL TO PRINCIPAL AGREEMENT

It agreed to between both the parties that this agreement is on a principal to principal basis and does not create and shall not be deemed to create any employer-employee or principal – agent relationship between the Service Provider and KMPL the Service Provider shall not by any acts, deeds or otherwise represent to any person that the Service Provider is representing or acting as agent of KMPL. Save and expect as may be expressly permitted by KMPL, the Service Provider shall not use the name and logo of KMPL for any reason whatsoever.

12. NO WARRANTIES WITHOUT AUTHORITY

The Service Provider and the persons employed by the Service Provider shall make no statement, representation or claim and shall give no warranty to any person in respect of the business of KMPL save as may be specifically authorised in writing by the KMPL.

13. ASSIGNMENT AND SUB-CONTRACTING

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

14. NOTICE

Any notice under this agreement shall be in writing and shall be addressed to the Service Provider and KMPL at the address mentioned hereinabove and for proving the service it shall be sufficient to show that the envelope containing the notice was properly addressed and posted. Any notice shall be sent by registered post A.D to the address of the Service Provider and KMPL at the address mentioned above.

15. TIME IS THE ESSENCE

Time shall be the essence of this agreement in so far as it relates to the observance or performance by the Service Provider of all or any of its obligations under this agreement.

16. NON-EXCLUSIVE

The service provider agree that this agreement shall be non-exclusive. KMPL shall be free to appoint/allot the services herein to any other service provider within the same area in which the service provider herein is allotted the work or in any other area.

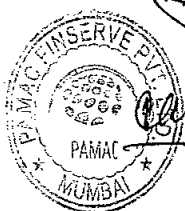
17. JURISDICTION

It is agreed by and between the parties that the Courts as mentioned in the Schedule will have the exclusive jurisdiction in respect of any matter, claim or dispute arising out of or in any way relating to this agreement.

The parties to this agreement have set their hands this on the date and at place as mentioned in the schedule

SIGNED AND DELIVERED by the within named party)
KOTAK MAHINDRA PRIME LTD under the hand of)
Mr. _____)

SIGNED AND DELIVERED by the within named party)
_____)
under the hand of Mr. _____)



Schedule

Place	:													
Date	:													
Date of Offer Letter	:													
Nature of Service (Please tick relevant Box)	:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: left; padding: 2px;">Please Tick Appropriate Box</th> </tr> <tr> <td style="padding: 2px;">Annexure – I – A</td> <td style="width: 5%; text-align: center; padding: 2px;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">Annexure – I – B</td> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">Annexure – I – C</td> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">Annexure – I – D</td> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">Annexure – I – E</td> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> </tr> </table>	Please Tick Appropriate Box		Annexure – I – A	<input type="checkbox"/>	Annexure – I – B	<input type="checkbox"/>	Annexure – I – C	<input type="checkbox"/>	Annexure – I – D	<input type="checkbox"/>	Annexure – I – E	<input type="checkbox"/>
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Annexure – I – E	<input type="checkbox"/>													
Name and address of the Service Provider	:													
Court for the sake of Jurisdiction	:													

Annexure I

[TO BE RETAINED AND UTILISED ONLY IF CUSTOMER PROFILE VERIFICATION/ INVESTIGATION
SERVICE IS PROVIDED]

A. Customer Profile Verification/Investigation Service

The following are the responsibilities of the Customer Profile Verification/Investigation Service agencies (the service provider):

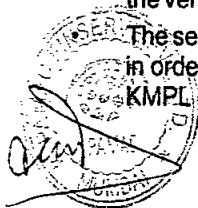
- i. Customer contact visits to residence
- ii. Customer contact visits to Office
- iii. Customer contact visits to Business
- iv. Telephone verification at office/residence/business
- v. De-duplication-match the application against a database of defaulters available with the agency
- vi. Verification of documents like ITR / RC of Vehicle /Bank statement etc.. for genuineness with the concerned department/Bank.
- vii. Any other activity that KMPL may intimate from time to time.

- KMPL will intimate in writing the name and location of such parties and the service provider shall on receipt of such intimation promptly or within 1 working day of receipt of such intimation furnish the investigation report in writing. In case of delays, the service provider shall submit a status report stating the reason for delay.
- The service provider shall provide to KMPL a report of its verification/investigation in the manner and within the time frame as is prescribed by KMPL.

In order to furnish the verification/investigation report the service provider shall carry out such independent verification/investigation as considered appropriate. While carrying on such verification/investigation the service provider shall act on his own as a principal and not as an agent or employee of KMPL.

In carrying out such verification/investigation the service provider shall act with utmost diligence and responsibility and the verification/investigation shall be carried out in strictest confidence.

The service provider shall not divulge to the proposed borrower any information that may have been furnished by KMPL in order to enable the service provider to carry out the verification/investigation or any general or specific queries that KMPL may have raised in regard to the borrower.



- The service provider shall note that KMPL shall rely upon the verification/ investigation report of the service provider as an opinion of an independent expert and for assessing the overall acceptability and credit-worthiness of the proposed buyer before sanctioning the finance.

Annexure I

[TO BE RETAINED AND UTILISED ONLY IF FIELD INVESTIGATION SERVICE IS PROVIDED]

B. Field Investigation

The following are the responsibilities of the field investigation agencies (the service provider):

The service provider shall be obliged to carry out independent field investigation of parties, be they individuals, limited companies or partnership firms who approach KMPL for obtaining financial facilities for all or any of the following purpose;

- Office Verification
- Residence verification
- Telephone verification of office and residence
- Defaulter check

- KMPL will intimate in writing the name and location of such parties and the service provider shall on receipt of such intimation promptly or within 1 working day of receipt of such intimation furnish the investigation report in writing. In case of delays, the service provider shall submit a status report stating the reason for delay.

The service provider shall provide to KMPL a report of its field investigation in the manner and within the time frame as is prescribed by KMPL.

- In order to furnish the investigation report the service provider shall carry out such independent investigation as considered appropriate. While carrying on such investigation the service provider shall act on his own as a principal and not as an agent or employee of KMPL.
- In carrying out such investigation the service provider shall act with utmost diligence and responsibility and the investigation shall be carried out in strictest confidence.
- The service provider shall not divulge to the proposed borrower any information that may have been furnished by KMPL in order to enable the service provider to carry out the investigation or any general or specific queries that KMPL may have raised in regard to the borrower.
- The service provider shall note that KMPL shall rely upon the field investigation report of the service provider as an opinion of an independent expert and for assessing the overall acceptability and credit-worthiness of the proposed buyer before sanctioning the finance.

Annexure I

[TO BE RETAINED AND UTILISED ONLY IF BANK VERIFICATION SERVICE IS PROVIDED]

C. Bank Verification

The following are the responsibilities of the bank statement verification agencies (the service provider):

The service provider shall be obliged to carry out independent bank statement verification of parties, be they individuals, limited companies or partnership firms who approach KMPL for obtaining financial facilities which shall be inclusive of and not limited to :

- Account check
- Balance check
- Monthly Bank Statement check

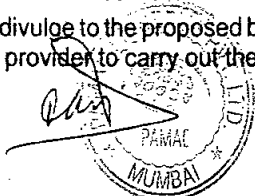
- KMPL will intimate in writing the name and location of such parties and the service provider shall on receipt of such intimation promptly or within 1 working day of receipt of such intimation furnish the verification report in writing. In case of delays, the service provider shall submit a status report stating the reason for delay.

- The service provider shall provide to KMPL a report of verification in the manner and within the time frame as is prescribed by KMPL.

In order to furnish the verification report the service provider shall carry out such independent investigation as considered appropriate. While carrying on such investigation the service provider shall act on his own as a principal and not as an agent or employee of KMPL.

In carrying out such verification the service provider shall act with utmost diligence and responsibility and the investigation shall be carried out in strictest confidence.

- The service provider shall not divulge to the proposed borrower any information that may have been furnished by KMPL in order to enable the service provider to carry out the verification or any general or specific queries that KMPL may



have raised in regard to the borrower.

- The service provider shall note that KMPL shall rely upon the bank statement verification report of the service provider as an opinion of an independent expert and for assessing the overall acceptability and credit-worthiness of the proposed buyer before sanctioning the finance.

Annexure I

[TO BE RETAINED AND UTILISED ONLY IF INCOME TAX RETURN (ITR) VERIFICATION SERVICE IS PROVIDED]

D. Income Tax Return (ITR) Verification

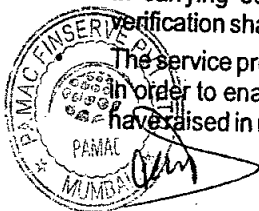
- The following are the responsibilities of the ITR verification agencies (the service provider):
 - The service provider shall be obliged to carry out independent ITR verification of parties, be they individuals, limited companies or partnership firms who approach KMPL for obtaining financial facilities which shall be inclusive of and not limited to
 - i. Gross Total Income check
 - ii. PAN Card check
 - iii. Date, Stamp and Machine No. Check
 - iv. Tax calculation as per relevant provisions of taxation.
 - v. No other discrepancy.
 - KMPL will intimate in writing the name and location of such parties and the service provider shall on receipt of such intimation promptly or within 1 working day of receipt of such intimation furnish the ITR Verification report in writing. In case of delays, the service provider shall submit a status report stating the reason for delay.
 - The service provider shall provide to KMPL a report of its ITR Verification in the manner and within the time frame as is prescribed by KMPL.
 - In order to furnish the ITR Verification report the service provider shall carry out such independent verification as considered appropriate. While carrying on such verification the service provider shall act on his own as a principal and not as an agent or employee of KMPL
 - In carrying out such verification the service provider shall act with utmost diligence and responsibility and the verification shall be carried out in strictest confidence.
 - The service provider shall not divulge to the proposed borrower any information that may have been furnished by KMPL in order to enable the service provider to carry out the verification or any general or specific queries that KMPL may have raised in regard to the borrower.
 - The service provider shall note that KMPL shall rely upon the report of the service provider as an opinion of an independent expert and for assessing the overall acceptability and credit-worthiness of the proposed buyer before sanctioning the finance.

Annexure I

[TO BE RETAINED AND UTILISED ONLY IF EXTERNAL DEDUPE SERVICE IS PROVIDED]

E. External Dedupe

- The following are the responsibilities of the External Dedupe agencies (the service provider):
 - The service provider shall be obliged to carry out independent verification of parties, be they individuals, limited companies or partnership firms who approach KMPL for obtaining financial facilities which shall be inclusive of and not limited to verification of whether the parties are listed as defaulters across various financial institutions and banks and across various financial products including but not limited to credit cards/car loans/personal loans or any other kind of loan facility availed by the parties.
 - KMPL will intimate in writing the name and location of such parties and the service provider shall on receipt of such intimation promptly or within 1 working day of receipt of such intimation furnish the report in writing. In case of delays, the service provider shall submit a status report stating the reason for delay.
 - The service provider shall provide to KMPL a report of its Verification in the manner and within the time frame as is prescribed by KMPL.
 - In order to furnish the Verification report the service provider shall carry out such independent verification as considered appropriate. While carrying on such verification the service provider shall act on his own as a principal and not as an agent or employee of KMPL.
 - In carrying out such verification the service provider shall act with utmost diligence and responsibility and the verification shall be carried out in strictest confidence.
 - The service provider shall not divulge to the proposed borrower any information that may have been furnished by KMPL in order to enable the service provider to carry out the verification or any general or specific queries that KMPL may have raised in regard to the borrower.



- The service provider shall note that KMPL shall rely upon the report of the service provider as an opinion of an independent expert and for assessing the overall acceptability and credit-worthiness of the proposed buyer before sanctioning the finance.

Annexure II

A. Customer Profile Verification/Investigation Service Agencies

The following are the rates at which payments shall be made to the Customer Profile Verification/Investigation Service Agencies (the service provider):

Annexure II

B. Field Investigation Agencies

The following are the rates at which payments shall be made to the field investigation agencies (the service provider):

Annexure II

C. Bank Verification

The following are the rates at which payments shall be made to the Bank Verification agencies (the service provider):

Annexure II

D. Income Tax Return (ITR) Verification

The following are the rates at which payments shall be made to the Income Tax Return (ITR) Verification agencies (the service provider):

Annexure II

E. External Dedupe

The following are the rates at which payments shall be made to the External Dedupe agencies (the service provider):

