

This Agreement made on this 24th day of March 2012.

BETWEEN

ABFLAditya Birla Finance Limited, a company incorporated under the Companies Act, 1956 (1 of 1956) and registered with Reserve Bank of India as a Non Banking Finance Company and having its registered office at Indian Rayon Compound, Veraval, Gujrat and having its office at One India Bulls Centre One, Jupiter Mills Compound, 18th Floor, Senapath Bapat Marg, Elphinstone Road, Mumbai 400 013 hereinafter referred to as the **ABFL**

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. ABFL is in the business of providing loan against various financial products ABFLABFL, and is desirous of availing of certain specialized services relating to verification of financial/personal data submitted by the customers for availing loan 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 ABFL 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, ABFLs, companies etc. has expressed its willingness and have agreed to provide its services to ABFL on the terms and conditions as provided herein below and the parties have agreed to record in writing the same hereunder the agreement..

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

1. SCOPE OF SERVICES

The Company hereby agrees to provide to ABFLABFL and ABFL 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 ABFL from time to time. The Company shall carry out the said activities under this agreement to the utmost satisfaction of ABFL

2. TERM AND TERMINATION

This agreement shall be valid for a period of 12 months commencing from the date of execution of this agreement i.e. from 1st April 2012 to 31st March 2013 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.

DLT SIGNATURES 100 101

(DEEPAK VEDPATHAK)
Authorized Signatory

DLT Signatory Ltd.
Ground Floor, Kharanda Bldg.
A.D. Marg, Fort
Mumbai - 400 001

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MAR 24 2012
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STAMP DUTY
MAHARASHTRA



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Registration Details

Table

R.O.

Franking Unit

Property Description

Consideration

Stamp Purchase

Name of the other

If through Name

Stamp Duty Amount

Authorised Person's full signature

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 ABFL 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. ABFL shall however, be entitled to deduct income tax at source before making the payment to the Company.

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 ABFL 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 ABFL from the date of appointment and shall follow all instructions issued by ABFL 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 ABFL or applicable law.



- j. The Company shall always endeavor to promote the interests of ABFL and observe honesty in the dealing with ABFL. 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 ABFL while dealing with ABFL'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 the ABFL or from any other person with respect to the services being rendered under this Agreement.
- m. The Company shall allow ABFL 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 ABFL to make such random checks of its facilities, records, operations and procedures relating to this agreement as ABFL considers necessary and appropriate.
- n. The Company shall notify to ABFL 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 ABFL 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 ABFL is bound by the Reserve Bank of India guidelines regarding all its Business, and the Reserve Bank of India, 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 Reserve Bank of India in this regard.
- t. The Company shall return all data, documents and records pertaining to this Agreement, including third party information back to ABFL upon termination of this Agreement or upon ABFL 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 ABFL 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 ABFL

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 ABFL, 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 ABFL, 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 ABFL, 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 the ABFL 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 ABFL for any loss/damage that may be caused to or suffered by ABFL. 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 ABFL.

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

7. NON - PERFORMANCE OR DEFAULT

Without prejudice to the provisions of Section 2, ABFL 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 ABFL, 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 ABFL, in its reasonable judgment, believes could adversely affect the reputation of ABFL;
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. The ABFL 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 ABFL.

ABFL's right to terminate this Agreement as above, shall be in addition to any other rights or remedies that ABFL 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 ABFL 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 ABFL or any subsidiary or affiliate thereof.

The Company further undertakes to indemnify and hold ABFL free and harmless from any loss, claim, damage, costs or expenses, including reasonable attorney's fees, to which ABFL may be subjected, by virtue of any finding related to an employer / employee relationship between the Company and ABFL 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 the ABFL 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 ABFL in the event of any adverse claims of whatsoever nature made on ABFL 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 ABFL and that ABFL 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 t ABFL. The Company shall also be at liberty to secure assignments from any other body corporate or ABFL.

10. PUBLICITY

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

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 the ABFL, which ABFL 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 ABFL and in furtherance thereof, the Company hereby irrevocably grants, assigns transfers to e ABFL 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 e ABFL that the materials, documentation, analysis, data programs and services to be delivered or rendered hereunder, will be of the kind and quality designated and shall meet specifications as determined in the ABFL's sole and exclusive discretion.

14. COMPUTER / SYSTEMS USE

ABFL 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 ABFL from time to time. The Company shall provide / furnish to ABFL the necessary / relevant data and Management Information Reports as may be required by ABFL from time to time.

15. INDEMNIFICATION

- a. The Company shall fully indemnify and hold harmless ABFL against any liability, loss, claim, penalties, costs, expenses directly or indirectly incurred or suffered by ABFL, arising on account of any act, commission or omission attributable to the improper handling of ABFL'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 ABFL for any loss and/or damages caused to ABFL 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 ABFL, ABFL 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 ABFL shall not amount to a waiver of ABFL's right to terminate this Agreement or any of the other rights available to ABFL either under this Agreement or otherwise howsoever.

Any loss, misappropriation, misuse or damage of or to any confidential information or documents or property of ABFL etc. for any reason whatsoever (including force

majeur) 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 ABFL 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 ABFL (including any labour related claim such as a claim that the Personnel should be employed by ABFL).

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 ABFL shall reserve the right to and shall be entitled to claim reimbursement from the Company.

- g. The Company agrees to indemnify and hold t ABFL harmless from any loss, claim, damage, costs or expense of any kind including reasonable attorney's fees to which ABFL may be subjected by virtue of a breach of any terms/obligations/ warranty provided in this agreement.
- h. Any loss or damage incurred by e ABFL 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 ABFL 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

ABFL being entitled to be indemnified pursuant to the provisions of this Agreement, the ABFL shall also be entitled to and accordingly, debit the Company's accounts held by the ABFL with any of the branches of ABFL. On account of such loss, irrespective of any dispute that the Company may have in respect of such payments and loss.

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 toe ABFL 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 ABFL, in particular to ABFL's documents, items etc while in its possession.

- b) The Company shall be liable for any indirect, special or consequential damages to ABFL, 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 ABFL, the Company shall be entitled to adjust the amounts so claimed as damages against the future payments due by e ABFL to the Company.

17. SERVICE STANDARDS

The Company shall employ its best efforts to meet ABFL'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 ABFL.

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 ABFL 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 ABFL 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 ABFL and the Company.

19. ARBITRATION

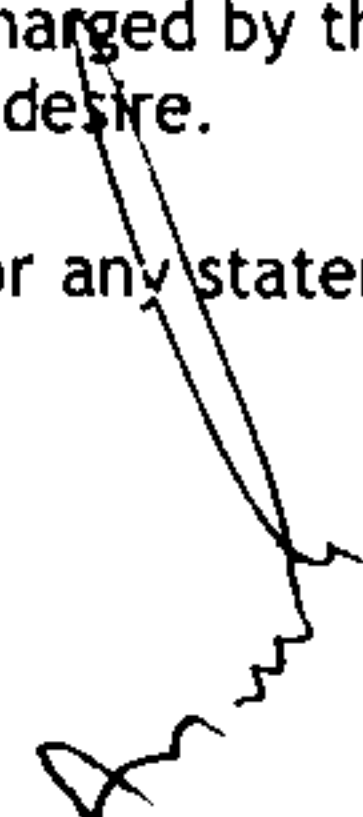
- 1. All disputes between the parties hereto shall be referred to a sole Arbitrator appointed by ABFL. The Arbitral proceedings shall be conducted as per the provisions of the Arbitration & Conciliation Act 1996. The venue of such arbitration shall be Mumbai. The proceedings shall be conducted in English.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

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 ABFL and the Company.

21. RIGHTS OF ABFL ::

- 2. ABFL 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 ABFL may desire.
- 3. ABFL is at liberty to call for any statements and MIS from the Company as and when required.



4. ABFL shall inspect the records of the Company or appoint any person for inspection of records at any point of time.
5. In the event of the Company not performing duties to the satisfaction of ABFL, or being unable to perform its duties, ABFL 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.
6. ABFL shall be entitled to exercise right of lien and set off over the fees payable to the Company under this Agreement by ABFL for any loss caused to ABFL due to the acts of the Company, and for all the amounts to which ABFL 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 ABFL.
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 ABFL.

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.



A handwritten signature in black ink, appearing to be "Amm".

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

Signed and delivered by the
Within named Company
PAMAC Finserve Private Limited.
at the hands of Mr. Ajay H. Mehta.
Director
in presence of :

For **PAMAC FINSERVE PVT. LTD.**



Authorized Signatory

(Witness) *Mangesh Hande*
Hande

Signed and delivered by
withinnamed **ADITYA BIRLA FINANCE LIMITED**

For **ADITYA BIRLA FINANCE LTD.**

at the hands of Mr. *Sarvottam*
in presence of : *SARVOTTAM AGRAWAL*


Authorized Signatories

(Witness)

SCHEDULE - I

All PAMAC Locations to be covered.

Schedule of Charges

Checks	ICL- `	OCL- `	Remarks
Personal Discussion (Site Visit)	1300	-	plus conveyance on actual
ROC Search	350	-	
Form- 8 & 13 filing	750	-	plus actual filling charges
Document Verification (ITR/Pay slip/F-16/BOS)	85	150	Pan India
CA membership No. check	75	-	

Notes:

1. Service Tax Applicable on the above rates.
2. TAT for ICL 24 hours and OCL 48 hours.
3. Personal Discussion : TAT - Submission of report within 5-Days from visit
4. Above rates are applicable for PAMAC Location.

