

THE KAPOL CO-OP. BANK LTD.
PORT BRANCH
The Kapol Co-operative Bank Ltd.,
Fort Branch, Vitthalidas
Chambers, Ground Floor, 8, Homi
Modi Street, 16, Mumbai Samachar
Bldg. Fort, Mumbai-400 001.
AUTHORISED SIGNATURE C.R. 1061/01/05/1973-76

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APR 16 2014
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INDIA STAMP DUTY MAHARASHTRA

SERVICE PROVIDER AGREEMENT

THIS SERVICE PROVIDER AGREEMENT ("Agreement"), made at Mumbai on this 16th day of April Two Thousand and Fourteen.

BETWEEN

PAMAC Finserve Private Limited a Company incorporated under the provisions of the Companies Act, 1956, having its registered office at A-21, Shriram Industrial Estate, 13 G.D. Ambekar Road, Wadala, Mumbai - 400031. (hereinafter referred to as the "Service Provider" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the ONE PART;

And

ANDROMEDA BPO Private Limited, a company incorporated under the Companies Act, 1956 and a banking company within the meaning of the Banking Regulation Act, 1949 and having its registered office at, and its corporate office at 2nd Floor, Symphony IT Park, Behind ICE Factory, Chandivali, Andheri East, Mumbai 400076. ("ANDROMEDA BPO PVT LTD", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) of the Other Part.

(The Service Provider and Andromeda are hereinafter collectively referred to as the "Parties" and individually as the "Party").

WHEREAS:

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

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

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

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

"Standard Terms" means the STANDARD TERMS AS APPLICABLE TO THE SERVICES PROVIDED TO Andromeda BY SERVICE PROVIDER, a copy of which is available on the website of Andromeda



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

"this Agreement" means this service provider agreement, all amendments made thereto from time to time, the Schedules hereto as also all other related transaction documents.

All capitalized terms used but not defined in this Agreement shall have the respective meanings assigned to them under the Standard Terms.

2.APPOINTMENT AND TERM

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

The Service Provider acknowledges receipt of a copy of the Standard Terms and confirms having read and understood the Standard Terms. The Service Provider shall comply with the terms of this Agreement and the other Transaction Documents.

(b)This Agreement shall remain in force for an initial period of 24months from the Effective Date, unless terminated sooner in accordance with the provisions of this Agreement. The Effective Date for this Agreement shall be 01st January 2014.

3.PAYMENT

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

(b)All payments to the Service Provider under this Agreement shall be subject to the exchange control / Central Bank regulations of the relevant jurisdiction and wherever such approvals are required. Andromeda will make payment under this Agreement only after the requisite approvals have been obtained by the Service Provider to the satisfaction of Andromeda and produced copies thereof to Andromeda.

(c)All such costs which are required to be incurred by the Service Provider in relation to the Services and which have been agreed to be borne by Andromeda shall be incurred with approval of Andromeda and the Service Provider shall furnish to Andromeda all necessary receipts and other documents evidencing the incurrence of such costs, in a form and manner satisfactory to Andromeda.

(d)In the event it is found that extra payments have been made by Andromeda on account of any discrepancies in the bills raised by the Service Provider or over charging or otherwise, the



Service Provider shall promptly reimburse to Andromeda all extra amounts which have been paid by Andromeda .

(e) The Service Provider constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement.

SCHEDULE I

1. Date of this Agreement:

The 01st day of January, Two Thousand and Fourteen.

2a. Name and other details of the Service Provider:

Name of the company	PAMAC Finserve Private Limited
Names of all partners (in case of partnership firm) / Karta and all adult coparceners / members / proprietor(ess)	Prashant Ashar (Director)
Name(s) of the authorised signatory(ies)	Prashant Ashar (Director)
Registered / Head / Principal office address	A-21, Shriram Indl. Estate, 13, G.D. Ambekar Road, Wadala, Mumbai- 400031.
Address where notice is to be sent to	A-21, Shriram Indl. Estate, 13, G.D. Ambekar Road, Wadala, Mumbai- 400031.
Fax No/s.	NA
E-mail id	Sachin.trilotkar@pamac.com
Phone No/s.	9820557130
Attn: Mr.	Sachin Trilotkar

2b. Correspondence address of **ANDROMEDA BPO Private Limited.**

Address where notice is to be sent to	2 nd Floor, Symphony IT Park , Behind ICE Factory , Chandivali, Andheri East , Mumbai 400076
Fax No/s.	
Attn: Ms.	Chumki Neogi



3.Services:

A) Definitions:

"Customer(s)" means a person who intends to avail the Facility or other products and services offered by Andromeda.

"Facility" shall mean any Personal Loan, offered by Andromeda to the potential Customers, at its sole discretion.

"Application Form" or "Application" means the application form in Andromeda's format as submitted by the Customer to Andromeda for applying for and availing of the relevant Facility, along with all its Schedules and addendums.

B) Services:

The Service Provider shall provide the following Services relating to Facilities offered by Andromeda, for and on behalf of Andromeda, on the terms and conditions herein contained. The Service Provider shall also provide such other services as may be assigned in writing by Andromeda to be performed by the Service Provider, from time to time, upon such conditions and charges as may be stipulated by Andromeda:

1. The Service Provider shall identify the Customers for the Facility offered by Andromeda. The Service Provider shall take into consideration the eligibility criteria as provided by Andromeda in writing from time to time ("Eligibility Criteria").
2. Andromeda shall consider issuing Facility to the Customers whose Applications are sourced to Andromeda by the Service Provider.

C) Process:

If the Service Provider finds that a Customer fulfills the Eligibility Criteria notified by Andromeda from time to time, it shall

- a) Obtain from the Customer, a duly filled Application Form and other documents, as specified by Andromeda from time to time, to enable Andromeda to process the application Form of the Customer.
- b) The Service Provider shall carry out all necessary checks and controls and exercise due diligence to verify the credentials, claims and information provided by of the Customers before referring their Application to Andromeda.
- c) Forward the duly completed Application Form and other documents collected in connection with Facility and such other documents as may be required to Andromeda, for its approval. It is expressly agreed that Andromeda shall not be under an obligation to accept the Application Forms received from the Service Provider and Andromeda may, in its sole and absolute discretion and notwithstanding that the Customer fulfils its Eligibility Criteria, be entitled to reject any Application without providing reasons for such rejection to Service Provider. The Service Provider shall at no point in time, either directly or indirectly, make or give any commitment on behalf of Andromeda relating to acceptance of the Application Form of the Customer.
- d) The Service Provider shall, based on the written instructions issued, from time to time by Andromeda , about the terms and conditions of the Facility ("Terms and



- Conditions”), correspond with all Customers and explain all such Terms and Conditions relating to the Facility to the Customer.
- e) The Service Provider shall also ensure that a copy of the Terms and Conditions is handed over to the Customer at the time of collecting the Application Form for the Facility and an acknowledgement for the same is collected from the Customer. Such acknowledgement is to be submitted to Andromeda along with the Application Forms.
 - f) The Service Provider shall, wherever required, verify in original all the documents submitted by Customers and attest each photo copy before submission to Andromeda.
 - g) The Service Provider shall update Customer/s on the status of their Applications from time to time, as indicated/required by Andromeda.
 - h) The Service Provider shall store, manage and use all the materials/communications provided by Andromeda in connection with Facilities, as per the instructions of Andromeda, and ensure that the same is made available to the Customers;
 - i) The Service Provider’s Personnel shall use only such letter heads, invoices, signs, display materials, visiting cards, promotional literature, internal systems of the Bank and other items in connection the performance of its role, duties, functions and obligations in terms of this Agreement, which have been previously approved by Andromeda;
 - j) The Service Provider shall maintain MIS and reports, in the format and manner as required by Andromeda from time to time in writing;
 - k) The Service Provider shall do basic data entry, upload leads, initiate verification, give confirmation etc on website / system / applications etc provided or required by Andromeda.
 - l) The Service Provider shall immediately notify Andromeda, in writing, if any of its employees, agents, personnel, representative or any other person engaged by the Service Provider (“Personnel”) 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 affecting the integrity of a person.
 - m) The Service Provider hereby undertakes to abide by the Model Code of Conduct for Direct Selling Service Providers (DSAs) framed by Andromeda in furtherance of applicable circulars / guidelines etc. issued by the RBI(the “Code”).
 - n) The Service Provider agrees and undertakes to obtain a declaration cum undertaking from each of its Personnel, in the format prescribed by the RBI or as made available to the Service Provider. Further, the Service Provider agrees and undertakes to make available such declaration cum undertakings to Andromeda, forthwith upon request.
 - o) All the amounts received by the Service Provider from the Customer pertaining to the Facilities shall be deposited with Andromeda or in the designated account of Andromeda, as indicated by Andromeda, within 24 hours of receipt of such amounts.
 - p) Minimum Business:
The Service Provider shall generate a minimum level of business for each Facility, or such product or service as may be specified by Andromeda from time to time. Andromeda shall specify in writing the minimum level, from time to time, for each Facility, service or product, for a given interval of time. The basis of fulfilling such minimum level of business shall be only those Applications of potential Customers, which are accepted by Andromeda, in its sole discretion, as specified from time to time.
 - q) Review of the Services and the performance of Service Provider:
Andromeda reserves the right to review the financial and operational condition of the Service Provider at such intervals as it may deem appropriate. The Service Provider shall render all possible assistance to Andromeda in order to enable Andromeda to conduct such reviews.



r) Advertisement and promotions:

- i) The Service Provider may, if permitted in writing by Andromeda, advertise the activities for the purpose of this Agreement, with the prior written consent of Andromeda of the form, substance and content of the proposed advertisement.
- ii) Andromeda may, from time to time, make available to the Service Provider, advertising materials including posters, leaflets, displays, flyers, stickers, signs, cards and notices ("Marketing Material") and the Service Provider shall, at its own expense, prominently display, maintain and distribute the same as the case may be. In case the Service Provider requires any additional Marketing Material, Andromeda, reserves the right to charge such amounts as Andromeda deems appropriate, for provision of such Marketing Material.
- iii. The Service Provider shall co-operate with Andromeda, its Affiliates and the other Service Providers/Service Provider's representatives or the like of Andromeda /its Affiliates in any special advertising or sales promotion or other special activity and will engage in other promotional advertising activities as Andromeda may specify.
- iv. In case of any joint advertising campaign conducted by the Service Provider and Andromeda, all expenses shall be shared in such manner and extent as agreed to in writing by Andromeda before the campaign.

D) Additional Obligation(s) of the Service Provider:

- (a) The Service Provider will conduct the business strictly as per the guidelines / instructions/ procedures/ processes prescribed by Andromeda from time to time and that shall be considered a part of this Agreement.
- (b) The Service Provider shall also carry out such other additional functions as may be instructed by Andromeda from time to time in connection with the marketing of the products.
- (c) The Service Provider will, at all times, conduct himself / herself with propriety and decorum and in a manner which is not prejudicial to the interest of Andromeda.
- (d) The Service Provider shall procure such minimum business under various schemes of Andromeda (hereinafter referred to as "Scheme") as may be stipulated by Andromeda to the Service Provider from time to time.
- (e) The Service Provider shall answer all queries of the Customers who have filed the Application forms under the various Schemes and render all possible assistance to them, however the Service Provider shall not give any guarantees/ warranties/ commitments unless specifically permitted in writing by Andromeda.
- (f) The Service Provider shall keep in his /her custody the Application Forms of various schemes and ensures that the same is available to all prospective applicants in time during the tenure of the Scheme.

E) The Service Provider shall also provide such other services as may be mutually agreed to by the Parties upon such terms and conditions and charges as may be stipulated by Andromeda, in writing.

F) The relationship between Andromeda and the Service Provider shall be on a principal to principal basis and neither Party and/or its Personnel shall act as the agent of the other Party at any point of time.

G) The Service Provider shall not do telemarketing for, and on behalf of Andromeda and/or its Affiliates, unless specifically permitted by Andromeda in writing in advance. The Service Provider shall, if permitted by Andromeda as specified herein above for telemarketing any



Facility or any other other products or services of Andromeda, register themselves with Department of Telecommunications (DOT) in accordance with the procedure laid down by Telecom Regulatory Authority of India (TRAI) and comply with all the regulations, terms and conditions issued by TRAI, RBI, Andromeda or any other statutory/government authorities from time to time. The Service Provider shall also not call the persons who have registered themselves with "Do Not Call Registry" being maintained by DOT and/or Andromeda, if the Service Provider is permitted by Andromeda to do telemarketing.

4. Effective Date, Etc.:

(a) Effective Date: From the 01st day of January, Two Thousand and Fourteen.

5. Payment Of Charges:

The Service Provider shall be paid such charges as intimated by Andromeda to the Service Provider from time to time.

(a) The Service Provider will be eligible for payment of commission as specified in Annexure A to this Agreement ("Commission"). The Commission payable by Andromeda to the Service Provider in relation to the Services shall be inclusive of all applicable taxes, levies, duties or any other charges past, present or future under the prevailing laws and subject to deduction of tax at source as per the applicable laws. The Commission payable to the Service Provider shall be subject to revision at the sole discretion of Andromeda and the Service Provider will be bound by such changes and shall not contest the same.

(b) All payments shall be made to Service Providers after making the statutory deductions, if any. Andromeda shall also have the right to set off, deduct and recover from the Commission or any other amount payable to the Service Provider, any and all amounts which may be or become payable or which the Service Provider is liable to pay to Andromeda under this Agreement on any other account whatsoever. Decision of Andromeda in this regard shall be final and binding on the Service Provider and shall not be challenged.

(c) In case any Service Provider wrongly / accidentally receives any money, which is not due or payable by Andromeda, the Service Provider shall refund the amount within 7 days from the date of receipt of such amount. In the event of failure to so refund, the Service Provider shall be liable to pay interest @ 24% p.a. compounded monthly from the date of such wrongful receipt till the date of refund. In this regard statement of accounts furnished by Andromeda shall be final and binding on the Service Provider and the Service Provider accepts the same to be the conclusive proof of the correctness of the amounts mentioned therein.

(d) The Service Provider will legibly impress his/her code number/ID, as provided by Andromeda to the Service Provider, ("Code Number") in the Application Form in block letters. No claims will be entertained with respect to the Commission unless the Application is made in the prescribed application format, bearing the Code Number of the Service Provider. The decision of Andromeda regarding payment of Commission in terms with this clause will be final and binding on the Service Provider.

(e) The Commission shall be payable to the Service Provider in accordance with the terms specified in Annexure A. The Service Provider shall not be entitled to any other payments other than by way of Commission as per the terms mentioned herein in Annexure A.



**Annexure A
Commission**

The Commission as specified in clause 5(a) shall be decided and communicated to the Service Provider by Andromeda from time to time.

ANNEXURE - A

	Type Of Check	RATE
1	PERSONAL LOAN PRE SANCTION	350
2	PERSONAL LOAN POST SANCTION	200

NOTES:

1. Service Tax as Applicable.
2. Above rates are applicable for PAMAC Locations only.
3. OCL Cases will be done with additional Conveyance cost on case to case basis post approval from officials. And TAT for the same will be 7 days.
4. Payment terms are considered max 15 days from receipt of bills from our end.



IN WITNESS WHEREOF the Parties have caused this Agreement to be executed on the day, month and year first hereinabove written in the manner hereinafter appearing.

SIGNED, SEALED AND DELIVERED

By the within named

PAMAC Finserve Private Limited
At the hands of Mr. Prashant Ashar.
Director
In presence of Mr. Mangesh Hande.
Admin Manager

(Witness)

Hande



SIGNED, SEALED AND DELIVERED

By the within named

Andromeda

At the hands of Ms. Chumki Neogi

In presence of Mr. -----

(Witness)