



महाराष्ट्र MAHARASHTRA

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..... आधा प्रकार भूमिका
दस्त नोंदणी करणार आहत का ? होय/नाही.

मिळकतीचे वर्णन हॉमियोपथीची विज्ञान
 मुद्रांक दिक्त घेणाऱ्याचे नांव असामान्य विज्ञान
 वता विकल्पात्मक विज्ञान
 दुसऱ्या पक्षकाराये नांव भास्मायादीभास्मी. आ१२.
 इस्ते व्यक्तीचे नांव व पत्ता डॉ. मिशेला. का० ८

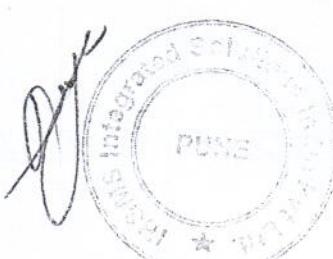
SANGIETAA LOKAENDA SERVICE AGREEMENT

पुस्तकालय, २२०११२४

This Service Provider Agreement ("Agreement") is made and entered into this 15 day of SEP 2018

यथा कारणासाठी ज्यांनी मुद्रांक खरेटी केला, त्यांनी त्याच कारणासाठी मुद्रांक खरेटी करून पाश्च ६ महिन्यात यापरणे दंष्टकारक आहे. Between

BAJAJ HOUSING FINANCE LIMITED, company incorporated and registered under the Companies Act, 1956, and a 'Company' within the definition of the Companies Act, 2013, and having its registered office at Mumbai Pune Road, Akurdi, Pune - 411 035 Maharashtra [State Code MH and GSTIN:27AADCB6018P1ZD](hereinafter referred to as "**BHFL**" which expression shall, unless repugnant to the context thereof, mean and include its successors and permitted assigns) of the One Part,





महाराष्ट्र MAHARASHTRA

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क्या कोणार आडेत का ? होय/ नाही.

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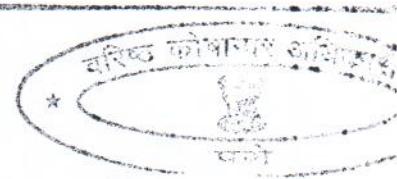
परवाना क्र. २२०९९२४

मुद्रांक विकल्प अंजगालाची सही मोबाज हॉटेल कम्पाऊंड, बंडगाईन रोड, पुणे - ९

देवा कामरासाळी ज्यांनी मुद्रांक खरेदी केला, त्यांनी त्याव कारणासाठी मुद्रांक

खरेदी केल्यापासून ह नहिन्यात वापरणे बंधनकारक आहे

AND



- 5 SEP 2018

प्रथम मुद्रांक लिपी
कोणार आडेत का



BHFL and IH&MS are hereinafter individually referred to as the "Party" and collectively as the "Parties".

WHEREAS:

- A. BHFL, a housing finance company, is inter alia engaged in the business of providing various finance facilities to its customers at different locations in India.
- B. The IH&MS is a person engaged in the business of **HOUSEKEEPING SERVICES** and has represented that it has the necessary expertise and infrastructure to provide the Services.
- C. Based on the representations provided by the IH&MS, BHFL has agreed to appoint the IH&MS for the Services (defined hereinafter) on the terms and conditions contained in this Agreement.

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

1. DEFINITIONS:

- 1.1 In this Agreement, unless there is anything repugnant to the subject or context thereof, the expressions listed below shall have the following meanings viz.:
 - (a) "**Affiliate**" means a subsidiary company, holding company and / or associate company of BHFL where subsidiary company, holding company and associate company shall have the meaning ascribed to such terms in the Companies Act, 2013, as amended from time to time;
 - (b) "**Agreement**" means and includes this Agreement, together with all the schedules, exhibits, addendums, and attachments annexed hereto and all amendments/supplements hereto;
 - (c) "**Services**" means the services agreed to be provided by the IH&MS to BHFL under this Agreement and as more particularly described in **Annexure I** to this Agreement.
- 1.2 Interpretation
 - (a) unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words importing a particular gender shall include all genders;
 - (b) headings are inserted for ease of reference and shall be ignored in the construction and interpretation of this Agreement;
 - (c) references to this Agreement shall be construed as references also to any separate or independent stipulation or agreement contained in it;
 - (d) references to a person shall include such person's successors, legal heirs and legal representatives;
 - (e) in addition to the terms defined in the description of the Parties: (a) all capitalized words and expressions defined by inclusion in quotation and / or parenthesis anywhere in this Agreement shall have the same meaning as ascribed to such words and expressions; and (b) unless the context otherwise requires, the terms and expressions defined shall bear the meanings as set out in Clause 1 and the General Clauses Act, 1897;
 - (f) all references to agreements, documents or other instruments include a reference to that agreement, document or instrument as amended, restated, supplemented, substituted, novated or assigned from time to time;
 - (g) "authorisation" includes an authorisation, consent, approval, permission, clearance, resolution, license, exemption, filing and registration;
 - (h) "law" includes any constitution, statute, law, rule, regulation, ordinance, decree, order, judgement, authorisation, or any directive, guideline, requirement or government restriction having the force of law, or any determination by, or interpretation of any of the



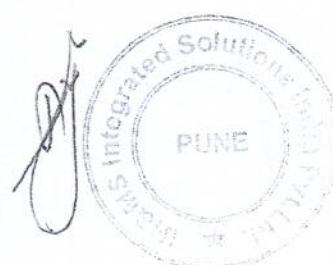
- foregoing by, any judicial authority, whether in effect as of the date of the Agreement or thereafter and each as amended from time to time;
- (i) "personnel" wherever appearing in this Agreement in relation to the IH&MS shall include its directors, employees, officials, consultants, contractors, sub-contractors, agents, sub-agents, nominees, representatives; and
 - (j) in the event of any disagreement or dispute between BHFL and the IH&MS regarding the materiality or reasonableness of any matter including of any event, occurrence, circumstance, information, document, authorization, act, omission, claims, breach, default or otherwise, the opinion of BHFL as to materiality or reasonableness of any of the foregoing shall be final and binding on the IH&MS.

2. SCOPE AND TERM:

- 2.1 BHFL agrees to appoint the IH&MS and the IH&MS hereby accepts the said appointment for providing the Services on the terms and conditions set out herein. The IH&MS shall also provide such other services as may be agreed to between the Parties from time to time in writing.
- 2.2 This Agreement shall be valid for a period of 12 months (the "Term") from 1 OCT 2018 or until terminated as per the Agreement.

3. PAYMENTS AND TAXES:

- 3.1 In consideration for providing the Services, the IH&MS will, unless disputed by BHFL, be paid the fee detailed in Annexure II ("Fee"). The Parties may, from time to time, mutually revise the Fee, in writing. Unless otherwise specified in Annexure II, the Fee is inclusive of all other costs, expenses, taxes as may become due and payable in relation to the Services.
- 3.2 The IH&MS shall submit an invoice to BHFL towards the payment of Fee. The invoices raised by the IH&MS shall cover all the particulars prescribed under the Goods and Service Tax Act and rules prescribed there under as amended from time to time ("GST Act"). The IH&MS shall submit the invoice by the 10th day of the month. BHFL will make payment towards the invoice raised by the IH&MS within 30 (thirty) days from the date of receipt of such invoice by BHFL.
- 3.3 The IH&MS shall issue supplementary invoice with all the particulars prescribed under the GST Act for transactions during transition period (i.e. the period where the invoice is raised after the GST coming into effect but the Services are provided prior to the effective date of GST implementation). In the event of any discrepancy or revision in the value of the invoice raised by the IH&MS, a debit note or credit notes shall be raised by the IH&MS or BHFL as the case may be. The supplementary invoice, the debit and credit notes shall be raised in the format prescribed under the GST Act.
- 3.4 In case the IH&MS is involved in the business of supplying goods and/or services exempted from the goods and service tax (GST) or is paying tax under the composition scheme under the applicable GST Act, then the IH&MS shall instead of invoice issue a bill of supply to BHFL containing all the particulars prescribed under the GST Act.
- 3.5 The IH&MS shall address all invoice to the relevant branch or place of business of BHFL, where the IH&MS is providing the Services or as may be communicated by BHFL, mentioning the correct GST identification number (GSTIN) of such relevant branch or place of business of BHFL.
- 3.6 The IH&MS shall provide to BHFL the correct GSTIN of the IH&MS and BHFL shall not be responsible for verification of the same. In the event, the IH&MS fails to furnish the GSTIN to BHFL, the IH&MS shall be treated as unregistered for the purposes of the GST.

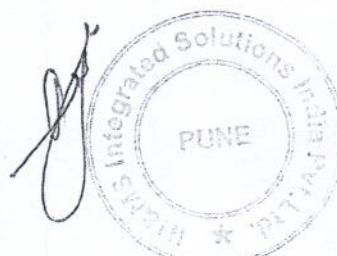


- 3.7 In the event BHFL issues a debit note towards adjustment of any discrepancy in the value of invoice raised by the IH&MS and if the IH&MS has failed to adjust the excessive input tax credit claimed by the IH&MS on account of such discrepancy, the IH&MS shall pay to BHFL the differential input tax credit within a period of 30 (thirty) days from the date such issue is raised by BHFL with the IH&MS. In the event the said amount is not paid by the IH&MS to BHFL, the same shall be considered as a debt due from the IH&MS to BHFL and will be payable forthwith to BHFL together with any interest thereon. BHFL shall not be liable for any loss of credit arising on account of incomplete, erroneous or wrong details being provided by the IH&MS to BHFL which has resulted in loss of credit to the IH&MS.
- 3.8 In case of issuance of debit note for adjustment of invoice value, the IH&MS agrees to indemnify BHFL for appropriate reduction in its input tax credit within the month in which the discrepancy is communicated. If the same is not rectified by the IH&MS which results in additional liability for BHFL, the same (i.e. tax and interest thereon) will be recoverable from the IH&MS.
- 3.9 All such costs which are required to be incurred by the IH&MS in relation to the Services and which have been agreed to be borne by BHFL shall be incurred with prior approval of BHFL and the IH&MS shall furnish to BHFL all necessary receipts and other documents evidencing the incurrence of such costs, in the form and manner satisfactory to BHFL.
- 3.10 The Parties agree that where additional payments have been erroneously made by BHFL the IH&MS shall promptly reimburse to BHFL all the additional amounts paid by BHFL. BHFL also reserves the right to adjust the additional amounts in the future payment of Fee, to be made by BHFL.
- 3.11 In the event, any advance payment is made to the IH&MS by BHFL under this Agreement, the IH&MS shall issue receipt voucher to BHFL containing all the particulars prescribed under the GST Act. If no Service is provided by the IH&MS to BHFL against or in relation to such advance payment, the IH&MS shall issue a refund voucher for the amount of such advance payment.
- 3.12 The IH&MS shall be solely liable for payment of all taxes, duties, fines, penalties, etc. by whatever name as may become due and payable, from time to time, under the local state and/or central law, rules and/or regulation applicable in relation to the Services.
- 3.13 Nothing contained herein shall prevent BHFL from deducting tax at source ("TDS") as required by any law/ or regulations, from time to time.
- 3.14 The IH&MS shall fully co-operate in defending any claim that may arise against BHFL by way of any local, state or union authorities with respect to any taxes and/or duties due and payable by BHFL under this Agreement. The IH&MS shall upon request by BHFL promptly furnish to BHFL all documents, evidences, confidential information in any form as may be deemed satisfactory by BHFL so as to defend its claims.

4. REPRESENTATION AND WARRANTIES:

IH&MS hereby represents and warrants that:

- it is duly incorporated/constituted, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated/constituted;
- it has full capacity, power and authority to enter into the Agreement and to carry out and perform all its duties and obligations as contemplated herein including the Services and shall keep the same valid throughout the Term.
- it shall, at its own cost, obtain any necessary statutory authorization to perform and deliver the Services under this Agreement;



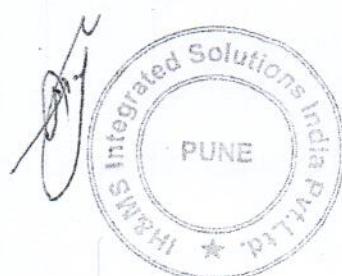
- d) it has the requisite skill, knowledge, experiences, expertise, infrastructure and capability to carry out the Services, and also has trained and experienced persons having requisite skills, knowledge, experience and expertise to perform the functions as per the terms of this Agreement and to the satisfaction of BHFL.
- e) it is in compliance with all applicable laws, including tax laws, anti-bribery laws and regulations affecting its business, operations and assets.
- f) the execution of the Agreement or providing the Services as per the terms and conditions of the Agreement does not conflict with or result in a breach of or default under any terms, conditions or provisions of any law or agreement, covenant and instrument to which it is a party, nor does such execution or compliance of this Agreement or delivery or performance of the Services violate or result in the violation of its constitutional documents.
- g) no litigation, arbitration, administrative or other proceedings by any authority, statutory or regulatory or other, are pending or threatened against the IH&MS, to the extent disclosed to BHFL in writing, which, if determined unfavorably, may adversely affect performance of its obligation hereunder.
- h) no action or legal proceedings have been initiated by or against it for its insolvency, bankruptcy, winding up, dissolution, administration or re-organization or for the appointment of a receiver, administrator, trustee or similar officer of the IH&MS or of any of its assets or in relation to bribery.
- i) no criminal proceedings are instituted against the IH&MS and/or any of its personnel.

5. IH&MS'S OBLIGATIONS:

- 5.1 The IH&MS shall comply and ensure that its personnel also comply, with the terms and conditions of this Agreement and all other documents issued by and adhere to the service levels prescribed by BHFL in pursuance hereof and shall adopt fair practice in performance of the Services.
- 5.2 The IH&MS shall comply with all the applicable laws with respect to performance of the Services and obligations contained in this Agreement as well as in relation to its personnel including anti bribery laws, fair practice codes, 'do not call' registry and any guidelines, policies or code prescribed by BHFL, from time to time.
- 5.3 The IH&MS shall promptly inform BHFL of any expiry, suspension, or modification of any authorizations in relation to any Services or initiation of any adverse action by any relevant authority concerned in relation thereto;
- 5.4 The IH&MS shall, at its own costs, undertake all investments and arrange infrastructure facilities including repair and up gradation thereof, required for rendering the Services.
- 5.5 The IH&MS shall preserve in safe custody and maintain all records, data and documents related to the Services in accordance with the applicable laws and for a period of 8 (eight) years from the date of expiry of the Term or termination of this Agreement or for such other period as prescribed by BHFL and shall promptly furnish the same to BHFL within a period of 2 (two) days or such other period as prescribed by BHFL in this regard. The IH&MS shall maintain separately all information, records, data, documents and properties pertaining to the Services, BHFL and BHFL's customers and hold the same in trust for BHFL.
- 5.6 The IH&MS shall carry out its responsibilities in accordance with recognized professional standards and ethics and shall not conduct itself, or deal with any third party, in a manner that would result in a conflict of interest or be detrimental to the interest of BHFL, without BHFL's written consent in this regard.
- 5.7 BHFL shall be entitled to conduct audits on the IH&MS, by its internal or external auditors, or by



- agents appointed by BHFL and to obtain copies of any audit or review reports/findings made on the IH&MS in relation to the Services. The IH&MS shall co-operate with BHFL's internal and/or external auditors to assure a prompt and accurate audit. The costs of such audits and any cost that arises on account of rectification of the deficiency/ irregularity that is pointed out during or post the audit shall be borne solely by the IH&MS.
- 5.8 The IH&MS shall provide to, BHFL, RBI and their authorized persons, an unrestricted access to the records of the IH&MS in relation to the Agreement and within a reasonable time, provide access to all records/transactions or other information provided to, stored/processed by the IH&MS in pursuance to this Agreement. The IH&MS agrees to reimburse to BHFL, any supervisory or other fee or penalty levied by any authority in connection with the Services.
- 5.9 The IH&MS shall, neither on its own nor on behalf of BHFL, provide information, issue any communication or give any representation to the customers of BHFL or any other party, in relation to the Services or otherwise, unless pre-approved by BHFL in writing.
- 5.10 The IH&MS shall not exercise any lien or right of set off or appropriation on the assets, properties, monies, documents, instruments or materials belonging to BHFL and/or BHFL's customers, which are in the custody of the IH&MS for any reason whatsoever.
- 5.11 The IH&MS shall employ sufficient number of trained, qualified and experienced personnel to provide the Services. The IH&MS shall be responsible for the hiring, supervising and due diligence of its personnel including background checks to ensure the personnel have no criminal record or conviction. All personnel engaged by the IH&MS, for performance of the Services, shall be under the sole employment and control of the IH&MS and shall not be deemed to be under any employment of BHFL. The IH&MS shall be solely responsible for compliance with all labor laws including payment of salaries, wages, statutory payments, etc. to its personnel and under no circumstances whatsoever, BHFL shall be liable for any payment or claim or compensation including but not limited on account of injury / death / termination, of any nature to the IH&MS's personnel. Nothing contained in this Agreement shall be deemed to create a relationship between the IH&MS's personnel and BHFL or any obligation on part of BHFL to pay or ensure payment of any money due to any such personnel.
- 5.12 The IH&MS shall be solely liable for all acts and omissions of the personnel of the IH&MS.
- 5.13 The IH&MS shall put in place appropriate code of conduct for its personnel involved in performance of the Services and shall maintain discipline amongst its personnel. The IH&MS agrees that it will remove or disallow such personnel to provide any services in relation to this Agreement, if in the sole opinion of BHFL, the quality of service rendered by the personnel is not up to the mark as per BHFL, it is not in the interest of BHFL that such personnel are involved in providing the Services.
- 5.14 The Services Provider shall not subcontract to a third party any of its obligations contained in the Agreement without prior written permission of BHFL and such permission shall not be construed as a waiver of any accrued rights and/or liabilities and the IH&MS shall be fully responsible for all acts and omissions of its subcontractors or sub-agents. BHFL reserves the right to reject the services performed by such approved sub-contractor(s) if the same is not as per the satisfaction of BHFL.
- 5.15 The IH&MS shall maintain at its own costs, throughout the Term including any extensions thereof, insurance coverage for adequate amount in consultation with BHFL, including but not restricted to insurance policies covering (i) accidental losses, bodily harm, injury, death of all personnel employed/assigned by IH&MS to perform the Services (ii) against dishonesty, theft, extortion, robbery, forgery, altered documents, fraud and/or any other dishonest action on the part of IH&MS's personnel or representatives, with BHFL as the loss payee /beneficiary and (iii) insurance to protect against any loss / damage which maybe suffered by the IH&MS, BHFL and /



or BHFL's customers, as a result of any loss of property(ies) of BHFL and / or its customer sent rusted to the IH&MS being lost in transit while in the custody of the IH&MS.

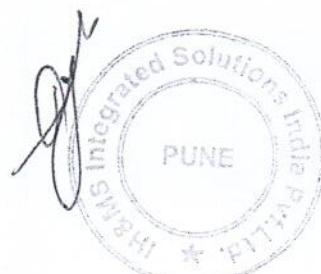
5.16 The IH&MS shall provide such documentary proof of compliance with this clause as may be required, from time to time, by BHFL or its auditors or any other authorities. The IH&MS shall promptly notify BHFL of any actual or potential claim under any of the insurance policies referred to in this clause along with the details of the incidents giving rise to such claim.

6. INTELLECTUAL PROPERTY RIGHTS:

- 6.1 All intellectual property rights belonging to a Party prior to the execution of this Agreement shall remain vested in that Party.
- 6.2 None of the intellectual property rights in BHFL or BHFL's name or the words 'BHFL', 'Bajaj', 'Bajaj Finserv', 'Bajaj Finserv Lending' and/or 'Bajaj Housing Finance Limited' be it separately or in combination and any variations or misspellings, shall be used by the IH&MS for any purpose without BHFL's prior written consent, including any other keywords or trade names used by BHFL for its products.
- 6.3 All information, data, documents and/or records including any analytical data ("Content") shared with or access whereof is provided, by the IH&MS, to BHFL, in pursuance to this Agreement is true, complete and accurate and the same has been validly obtained or developed by the IH&MS and is not in violation of any applicable laws or contract and further the IH&MS confirms that the same does not infringe any third party intellectual property rights or other proprietary right of any third party. The IH&MS hereby represents and warrants that it has obtained and shall maintain, during the Term, all authorizations, if any, required in order for it to share with, or provide access to, or use by, BHFL the Content, in pursuance to this Agreement and BHFL shall not be liable for any failure or default on part of the IH&MS in this regard.
- 6.4 The IH&MS agrees that the work, product, etc. including, but not limited to all and any information and other intangible and tangible material of any nature whatsoever provided by BHFL for use by the IH&MS or produced by the IH&MS as a result of any of the Services hereunder, shall be the sole and exclusive property of BHFL. In furtherance thereof, the IH&MS hereby irrevocably grants, assigns, transfers to BHFL all rights, title and interest of any kind, in and to any work product produced hereunder. The IH&MS shall be not entitled to make absolutely any use of any of the materials except as may be expressly permitted in writing by BHFL.
- 6.5 This clause shall survive any expiration or termination of this Agreement.

7. CONFIDENTIALITY:

- 7.1 All information, details, documents, data and business and customer information communicated to or obtained by the IH&MS from BHFL or its customers, representatives, employees, including but not limited to, any and all BHFL's information, data, content, processes, concepts, facilities, documentation, trade secrets, know-how, designs, drawings, photographs, software (shared in any form or media), equipment, ideas, methods, research, development, business and financial information and the existence or contents of this Agreement (the "Confidential Information"), either in oral or written form, shall be treated as confidential.
- 7.2 The IH&MS irrevocably agrees and undertakes that the IH&MS and its personnel shall keep the Confidential Information as secret and confidential and shall not disclose the same, in whole or in part, to any person without the express and prior written permission of BHFL. The IH&MS



- shall ensure that the Confidential Information is used on a need to know basis for the limited purpose of performance of the IH&MS's obligation under the Agreement.
- 7.3 The confidentiality obligations shall not apply to (i) information in the public domain, or (ii) information that is received by a Party from a third person without breach of a confidentiality obligation by such third person, or (iii) disclosure of any information by a Party under any applicable law, rule, regulation or to a judicial, regulatory, quasi-judicial, administrative or governmental body or authority. All Confidential Information obtained by IH&MS shall, immediately upon BHFL's request or upon expiry or termination of this Agreement, be returned to BHFL or destroyed, as the case may be, including any and all copies and adaptations thereof without retaining any copies thereof.
- 7.4 The IH&MS agrees to take all necessary action required to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration and shall not misuse or permit misuse directly or indirectly or commercially exploit the Confidential Information for economic or any other benefit. Further, the IH&MS agrees to immediately notify BHFL of any unauthorized or improper use or disclosure of the Confidential Information that may come to its knowledge.
- 7.5 The provisions of this Clause 7 shall survive the termination of the Agreement.

8. INDEMNITY

IH&MS shall, at its own expense, without any delay and demur, indemnify, defend and hold harmless BHFL and its Affiliates and their personnel from and against any and all loss, costs, expenses or liabilities suffered or incurred by BHFL due to:

- (a) breach by the IH&MS of any of the terms and conditions of this Agreement, including but not limited to the obligations pertaining to confidentiality and intellectual property;
- (b) acts, omissions, errors, representations, misrepresentations, misconduct, negligence of the IH&MS and/or its personnel in performance of its obligations under the Agreement;
- (c) breach or violation of any applicable laws or violation of any policies of BHFL.

9. SET OFF

BHFL shall have a paramount charge, lien and right of set off on all monies payable, to the IH&MS or standing to the credit of the IH&MS with BHFL or any of Affiliates against all or any sums which the IH&MS is liable to pay under the Agreement or in respect of any other arrangement entered into by the IH&MS with BHFL or Affiliates. In the event that there remains any amount due from the IH&MS either to BHFL or any of the Affiliates under the Agreement or otherwise, the monies payable to the IH&MS or standing to the credit of the IH&MS shall be applied first towards the outstanding amount owed by the IH&MS to BHFL or Affiliates under the Agreement or any other agreement / facilities and the IH&MS consents, confirms and agrees to execute any documents/ writings, as may be required, in this regard.

10. LIMITATION OF LIABILITY

Notwithstanding anything contained in the Agreement or in any other document:

- (a) Neither Party will be liable to the other Party for any indirect or consequential loss or damage including, without limitation, any indirect loss of business or profits in each case whether arising from negligence, breach of contract or otherwise. This however excludes any liability that may arise out of fraudulent acts or any regulatory losses, fines, expenses or

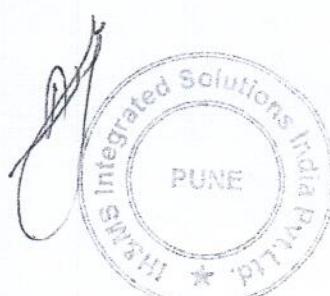


- other losses arising from a breach by the IH&MS of any law or regulation.
- (b) BHFL shall not have any liability whatsoever in case of any third party claims, demands, suit, actions, or other proceedings against the IH&MS or its personnel or any other person engaged by the IH&MS, in the course of performance of the IH&MS's obligations under the Agreement.

11. TERMS AND TERMINATION

- 11.1 Either Party may terminate this Agreement upon giving 60 (sixty) days written notice to other Party.
- 11.2 Notwithstanding anything contained herein, BHFL reserves the right to immediately terminate this Agreement by written notice, under any one or more of the following conditions:
- (a) if the IH&MS is in material breach of any of the terms of this Agreement (being a single event or a series of events which are together a material breach) and either such breach is not capable of remedy or, if the breach is capable of remedy, the IH&MS has failed to remedy such breach within seven days of receiving written notice requiring it to do so;
 - (b) fraudulent acts by the IH&MS or its personnel;
 - (c) discontinuation of its business by the IH&MS;
 - (d) in case the IH&MS acts in a manner prejudicial to the rights of BHFL or is detriment to BHFL's business;
 - (e) breach or contravention of any applicable law, rules or regulations;
 - (f) Upon the IH&MS becoming bankrupt or insolvent or becoming subject of proceedings under any bankruptcy or insolvency law, or is dissolved, or makes a general assignment for the benefit of its creditors or if the IH&MS or has taken or suffered to be taken any action for its re-organisation, liquidation or dissolution or insolvency or bankruptcy or if a receiver or liquidator has been appointed or allowed to be appointed of all or any part of the assets of the IH&MS or if an attachment has been levied on the IH&MS's assets or any part thereto.
- 11.3 Notwithstanding anything contained in this Clause 11, BHFL shall be entitled to pursue such further and other legal actions, against the IH&MS for any breach or non-compliance of the terms of the Agreement. All costs, charges and expenses incurred / paid by BHFL on account of default by the IH&MS shall be reimbursed by the IH&MS to BHFL.
- 11.4 Upon termination of the Agreement, the IH&MS shall:
- (a) forthwith hand over to BHFL possession of all documents, material and other property pertaining to or belonging to BHFL or related to the Services or which are in the possession of the IH&MS or any of its personnel.
 - (b) Provide assistance in transition of the Services to a new IH&MS identified by BHFL, if so requested by BHFL.
 - (c) not represent to any party, that it is associated with BHFL in any manner.
- 11.5 The Parties agree that termination or expiry of the Agreement shall not affect any accrued rights or liabilities of either party nor will it affect the continuation in force of any other clauses and provisions of this Agreement which are expressly or by implication intended to continue in force on or after termination.

12. GOVERNING LAW AND JURISDICTION



- 12.1 This Agreement shall be governed by and construed in accordance with Indian Law and shall be subject to the exclusive jurisdiction of the courts in Pune.
- 12.2 Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be amicably settled between the Parties, failing which the Parties may approach the courts of law for resolution.

13. FORCE MAJEURE

Either Party shall not be liable for any losses caused by its inability or delay in fulfilling any of its obligations hereunder, either wholly or in part, caused by or in connection with any force majeure events including, but not limited to riot, disturbance, strikes, lock-outs, bandhs, war, civil strife, fire, earthquake, act of God, act of any government, or other circumstances or events whatsoever beyond the control of the Party.

Each Party shall promptly inform the other Party of the existence of a force majeure event and in case such force majeure event continues beyond a period of 30 (thirty) days, such Party shall not be obliged to provide any service or perform any of its obligations hereunder during the period such force majeure event continues and shall endeavor to find solution thereto by mutual discussions.

14. GENERAL TERMS AND CONDITIONS

- 14.1 Nothing contained in the Agreement shall be construed or deemed to create any association, partnership or joint venture or employer-employee relationship in any manner whatsoever between the Parties. The IH&MS acknowledges that its rendering of the Services is solely within its own control, subject to the terms and conditions agreed upon and agrees not to hold itself out to be an employee or servant of BHFL or its Affiliate. The Parties are entering into this Agreement on a non-exclusive basis.
- 14.2 Unless otherwise provided in the Agreement, the IH&MS shall have no right to enter into any agreement or arrangement for and/or on behalf of BHFL or to represent to any third party that it has such right or authority, without the prior written consent of BHFL.
- 14.3 This Agreement and the Annexures attached hereto embodies the entire understanding of the Parties with respect to the subject matter of this Agreement and shall supersede all previous communications, representations or understandings, either oral or written, between the Parties relating to the subject matter hereof. Any provision of the Agreement may be amended or waived only in writing by both Parties.
- 14.4 No failure or delay by any Party in exercising any right, power or privilege under the Agreement shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege.
- 14.5 In connection with this Agreement, as well as all transactions contemplated by this Agreement, the IH&MS agrees to execute and deliver such additional documents and to perform such additional actions as may be necessary, appropriate or requested by BHFL, to carry out or evidence the transactions contemplated hereby.
- 14.6 All notices or other communications under or in connection with the Agreement shall be given in writing, and shall be sent, if to BHFL, on its registered address detailed above and if to the IH&MS, as per the details below or on such other address provided by the IH&MS to BHFL or its last known address. Any such notice or other communication will be deemed to be effective if given personally, on delivery thereof to the address of the recipient, or if given by reputed



courier or registered post, 5 (five) days after posting the same.

If addressed to the IH&MS:

- Name of Contact Person

ARUN KUMAR SINGH

- Address

301&304, 3rd Floor, Nyati
Millennium, Viman Nagar
Pune-411014
Maharashtra

- Communication details (telephone number/
mobile number, email address, facsimile)

PHONE/MOBILE
NO.8600018432
EMAIL-
aksingh@ihms.co.in

- 14.7 Any invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of the Agreement in such jurisdiction or the validity, legality or enforceability of the Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties under the Agreement shall be enforceable to the fullest extent permitted by law.
- 14.8 The IH&MS shall not assign or transfer all or any of its rights, benefits or obligations under the Agreement without the prior written consent of BHFL. BHFL may, at any time, assign or transfer all or any of its rights, benefits and obligations under the Agreement.
- 14.9 The IH&MS shall, forthwith upon any change in the constitution of the IH&MS, inform BHFL of the change and provide such details in respect of the change and its effect, as may be required by BHFL.
- 14.10 This Agreement may be executed in any number of counterparts and each of them shall be an original but all the counterparts together shall constitute one and the same instrument.
- 14.11 In case of any conflict or inconsistency between the Agreement and the Annexures or Schedules containing the details of the Services and the Fees, the terms of the Agreement shall prevail over the details mentioned in the Annexures or Schedules.

IN WITNESS WHEREOF the Parties hereto have signed this Agreement on the day, month and year herein above mentioned.

For: BAJAJ HOUSING FINANCE LIMITED

Signed: Gaurav Kelani

Name: Gaurav Kelani

Title: Chief Finance Officer



For: IH&MS Integrated Solutions India
Private Limited

Signed: Arun Kumar Singh

Name: Arun Kumar Singh

Title: Director

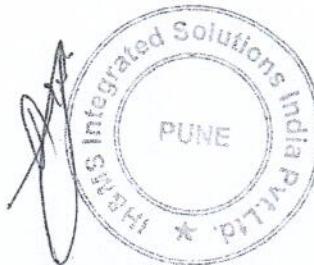


ANNEXURE-I

SERVICES

The IH&MS will provide the following Services to BHFL:

Sr	Branch Name	State	Wk	Local Admin	Carpet
1	Ahmedabad - Ambavadi	Guj	50	Ankit Patole +91 9687776664	2460
2	Bangalore - Jaya Nagar	Kar	60	Chethan KP 9739595320	2820
3	Mumbai - Andheri East	Mah	60	Chetan M 9619439721	3860
4	Kolkata - Salt Lake	WB	40	Jayanta 9748721509	3640
5	Ahmedabad - Nikol	Guj	20	Ankit Patole +91 9687776664	1525
6	Chennai - Porur	TN	60	Soma 9940116419	3000
7	New Delhi - Ghaziabad	UP	30	Amit Verma +91 9999269385	1500
8	Pune - Wagholi	Mah	40	Shankar J 9922443806	2640
9	Surat	Guj	40	Jigar T 9099008586	2042
10	Bangalore - Marathahalli	Kar	60	Chethan KP 9739595320	3500
11	Madurai	TN	24	Rajesh R 9786707156	1600
12	Jaipur	Raj	30	Pukhraj J 9799921300	2400
13	Vizag	AP	20	Naga 9985419319	1410
14	Salem	TN	20	Soma 9940116419	1500
15	Chandigarh	CH	30	Kapil Dev 9888999859	1850
16	Aurangabad	Kar	20	Shankar J +91 9922443806	1200
17	Jalandhar	PB	20	Gurvinder 9878332244	1000
18	Mysore	Kar	20	Chethan KP 9739595320	1500
19	Ludhiana	PB	20	Gurvinder 9878332244	1000
20	Nagpur	Mah	24	Amit Karnik +91 8407907744	1241
21	Bhopal	MP	20	Shailendra B 9977700460	1000
22	Lucknow	UP	20	Bubai +91 94321397832	1200
23	Mumbai - Virar	Mah	24	Chetan M +91 9619439721	1005

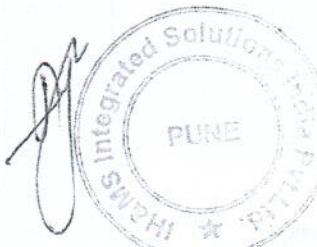


ANNEXURE - II

FEE

RATE BREAKUP FOR HOUSE KEEPING SERVICES (UN-SKILLED) 8 HRS DUTY 26 DAYS

SL.NO.	STATE	NEW M.W. [UN- SKILLED]	SAL 8/26 FA CE	ALLOWAN N.W. [Min num @700/-]	EARNED 5.33% ON N.W. [Min num @700/-]	GROSS SAL WITH EL & BNS	PF. 1.3% ON M.W. [EL+BNS]	CN [€4.41% +EL+BNS]	ESIC 4.75% LWF [€4.41% +EL+BNS]	GRADUAT SUB- TOTAL [€5.91]	SUB- TOTAL [€5.91]	SERVICE CHARGES [₹]	UNIFORM [₹]	OPERATIO N COST [₹]	TOTAL AMOUNT (₹H5.26 DAYS)	MANAGEMENT CHARGES	
																PER DAY DUTY RATE	
1	ANDHRA PRADESH	314.52	818.0	581.39	550.51	9411.57	1063.40	447.07	8	393.46	11323.90	505.91	300.10	305.00	12550	453.45	
2	KARNATAKA	445.59	11583	365.28	779.95	13333.24	1506.44	632.33	8	557.38	16038.35	1683.07	300.10	305.00	17521	659.22	
3	TELANGANA	214.52	818.0	581.39	550.51	9411.57	1063.40	447.07	8	392.46	11323.90	505.91	300.10	305.00	12550	453.45	
4	UTTAR PRADESH	292.51	7613	524.16	512.41	8759.58	989.59	415.08	8	365.19	10539.53	543.15	300.10	305.00	11583	450.87	
5	GCA	317.0	8242	506.56	554.75	9483.31	1071.46	457.46	8	395.44	11479.67	512.77	300.10	305.00	12522	457.02	
6	JAMMU & KASHMIR	225.27	5857	1100.03	583.10	354.22	7334.22	761.41	372.13	8	281.72	9257.55	740.61	300.10	305.00	10598	477.62
7	ASSAM	297.0	7722	548.24	519.75	8384.59	1063.56	422.04	8	371.43	10650.32	555.22	300.10	305.00	12146	457.14	
8	MEGHALAYA	189.70	4914	2500.03	583.10	330.75	8327.85	638.52	395.57	8	235.36	9656.61	768.53	300.10	305.00	10575	422.12
9	SKJY	300.70	7803	1100.03	589.74	525.01	9374.74	1014.70	473.80	8	375.18	11845.72	547.65	300.10	305.00	13593	515.12
10	TRIPURA	211.19	5491	583.10	359.51	6443.69	733.53	305.03	8	264.12	7725.71	518.85	300.10	305.00	8535	344.41	
11	POKHERRY	260.52	6775	583.10	456.05	7515.18	880.58	371.22	8	325.98	9471.25	752.10	300.10	305.00	10753	413.55	
12	DARJEELING	287.50	7475	520.57	523.11	8500.73	971.75	405.54	8	355.55	10348.62	527.83	300.10	305.00	11777	452.94	
13	ORISSA	213.50	5551	1200.03	583.10	373.62	7707.73	721.53	365.12	8	267.00	9070.45	725.64	300.10	305.00	10596	359.85
14	TAMIL NADU	286.27	7443	500.03	520.50	510.97	9263.57	967.59	430.54	8	355.01	10828.11	566.25	300.10	305.00	12284	472.85
15	UTTARA HAN	259.14	6735	500.03	583.10	453.32	8271.42	875.55	392.89	8	322.95	9871.81	789.75	300.10	305.00	11562	433.14
16	BHAR	271.70	7045	500.03	586.53	474.25	8507.18	915.58	405.84	0	335.91	10270.82	521.67	300.10	305.00	11593	449.71
17	CHANDIGARH	250.70	9102	758.73	612.51	10470.52	1183.50	497.35	0	437.71	12538.55	1107.03	300.10	305.00	14196	545.95	
18	CHATTISGARH	331.54	8622	718.75	550.15	9118.74	1120.50	471.12	0	414.62	11924.55	533.97	300.10	305.00	13479	518.41	
19	NEW DELHI/C.R	543.70	14113	1167.03	950.25	16244.28	1855.24	771.60	0	675.08	19530.35	1562.42	300.10	305.00	21593	854.34	
20	GUJARAT	312.19	8117	576.15	546.34	9139.48	1055.21	441.63	0	391.43	11228.75	598.30	300.10	305.00	12727	459.51	
21	HARYANA	318.46	8280	589.72	557.31	9527.03	1076.40	452.53	0	395.27	11454.22	516.34	300.10	305.00	12271	458.87	
22	JHARKHAND	237.38	6172	500.03	583.10	415.42	7570.52	802.16	364.35	0	295.87	9124.11	730.72	300.10	305.00	10465	472.45
23	PJNUA8	283.43	7364	523.42	455.65	8473.08	957.32	402.47	0	354.21	10157.07	514.97	300.10	305.00	11502	446.22	
24	RAJASTHAN	213.50	5533	1500.03	583.10	372.75	7593.55	719.54	375.71	0	265.38	9359.85	748.73	300.10	305.00	10709	411.87
25	WEST BENGAL	294.55	7661	353.05	586.16	515.64	9197.66	995.53	435.90	0	365.49	10859.15	579.91	300.10	305.00	12479	479.97
26	KARHARSHTRA	229.38	8564	428.20	713.38	516.42	10282.00	1113.22	485.40	8	411.93	12333.65	584.23	300.10	305.00	13588	524.15
27	MUMBAI	345.55	8992	859.20	749.73	615.23	11245.46	1168.56	534.16	8	435.52	13359.15	1172.12	300.10	305.00	15160	579.34
28	MAHARASHTRA FR4DES-H	282.70	7332	510.76	433.51	8436.26	993.16	401.72	0	352.67	10142.81	511.42	300.10	305.00	11554	444.33	
29	KERALA	413.15	10742	394.91	753.02	12259.83	1396.46	587.09	0	515.69	14850.07	1188.81	300.10	305.00	16249	640.34	
30	HIMACHAL PRADESH	210.70	5462	300.03	588.10	357.51	610.00	709.50	325.25	0	262.63	8211.25	556.91	300.10	305.00	9468	354.15



ANNEXURE - II

FEE

RATE BREAKUP FOR HOUSE KEEPING SERVICES (UN-SKILLED) 8 HRS DUTY 26 DAYS											MANAGEMENT CHARGES						
S.NO.	STATE	NEW M.W. (UN- SKILLED)	SAL 8/26 HRA (₹)	ALLOWAN M.W./M. ₹700/-	EARNED 5.35% ON 21 DAYS ON NW	BONUS 5.35% ON M.W./M. ₹700/-	P.F. 13% ON M.W.	CN (GROSS +EL+BNS)	ESIC 4.75%	LWF (₹4.51% +EL+BNS)	GRADUATY LWF	SUB- TOTAL	SERVICE CHARGES [5%]	UNIFORM	OPERATIO N COST	TOTAL AMOUNT (8HRS 26 DAYS)	PER DAY DUTY RATE
1	ANDHRA PRADESH	214.52	818.0	581.39	550.55	9411.57	1063.40	447.07	8	392.46	11323.9	505.91	300.50	301.00	12330	452.45	
2	KARNAKA	445.59	11583	965.28	779.95	13333.24	1506.44	632.33	8	557.38	16033.35	1233.07	300.50	301.00	17721	659.25	
3	TELANGANA	214.52	818.0	581.39	550.55	9411.57	1063.40	447.07	8	392.46	11323.9	505.91	300.50	301.00	12330	452.45	
4	UTTAR PRADESH	292.51	761.3	534.16	512.41	8759.58	989.59	415.08	8	365.19	10539.53	543.15	300.50	301.00	11583	450.87	
5	GCA	317.50	8242	586.56	554.75	9483.31	1071.46	450.46	8	395.44	11479.67	512.77	300.50	301.00	12322	457.02	
6	JAMMU & KASHMIR	225.27	5857	1100.00	583.10	354.22	7534.22	761.41	372.13	8	281.72	925.55	740.61	300.50	301.00	10598	477.62
7	ASSAM	297.50	7722	543.24	519.75	8584.59	1003.56	421.04	8	371.43	10650.32	555.22	300.50	301.00	12146	457.14	
8	MEGHALAYA	189.50	4914	2500.00	583.10	320.75	8227.65	638.52	395.57	8	235.36	9656.61	768.52	300.50	301.00	10575	452.14
9	SK-DIV	300.50	7830	1700.00	549.74	525.01	9574.74	1074.70	472.80	8	375.18	11845.72	547.65	300.50	301.00	13398	515.12
10	TRIPURA	211.19	5491	583.10	359.55	6443.69	733.53	305.08	8	264.12	7753.71	518.85	300.50	301.00	8555	344.41	
11	PONDICHERRY	260.52	6775	583.10	456.05	7515.18	880.58	371.22	8	325.95	9401.20	7521.0	300.50	301.00	10753	413.55	
12	DADRA AND DASGAON	287.50	7475	522.57	513.12	8500.79	971.75	403.54	8	355.55	10348.63	527.85	300.50	301.00	11777	452.94	
13	ORISSA	213.50	5551	1200.00	583.10	373.62	7707.73	721.53	365.12	8	267.00	9070.45	725.64	300.50	301.00	10396	359.85
14	TAMIL NADU	286.27	7443	500.01	520.70	510.97	9163.57	967.59	431.54	8	355.01	10826.11	566.25	300.50	301.00	12284	472.85
15	UTTARA KHAND	259.54	6735	500.01	583.10	453.32	8271.42	875.55	392.89	8	323.95	9871.81	789.75	300.50	301.00	11262	433.14
16	BHAR	271.50	7025	500.01	586.53	474.25	8507.18	915.58	405.84	0	335.91	10270.92	521.67	300.50	301.00	11583	449.71
17	C-HARDIGARH	250.50	9102	758.73	612.55	10476.53	1183.50	497.35	0	437.71	12535.5	1507.05	300.50	301.00	14196	545.95	
18	G-HATT SGARH	331.54	8620	718.75	550.15	9518.74	1120.50	471.12	0	414.62	11924.55	553.97	300.50	301.00	13479	518.41	
19	NEW DELHI-U.C.R	543.50	14113	1176.73	950.25	16244.28	1855.24	771.60	0	675.08	19520.3	1552.42	300.50	301.00	21593	834.34	
20	GUJARAT	312.19	8117	576.15	546.34	9139.48	1055.21	442.63	0	391.43	11228.75	888.31	300.50	301.00	12727	459.51	
21	HARYANA	318.46	8280	589.72	557.31	9527.63	1076.40	452.53	0	395.27	11454.22	516.34	300.50	301.00	12571	458.87	
22	JHR-HARAO	237.58	6172	500.01	583.10	415.42	7570.52	802.36	364.35	0	295.87	9124.11	730.72	300.50	301.00	10465	472.45
23	PUNJAB	283.23	7364	513.42	455.65	8478.68	957.32	402.47	0	354.21	10157.07	514.97	300.50	301.00	11502	446.21	
24	RASHTRAKH	213.50	5553	1100.01	583.10	372.75	7593.85	79.54	375.71	0	265.38	9359.85	748.75	300.50	301.00	10709	411.87
25	WEST BENGAL	294.35	7661	353.05	538.16	515.64	9197.66	995.53	435.90	0	365.48	10959.15	579.92	300.50	301.00	12479	479.9
26	MAHARASHTRA	229.28	8564	428.20	713.38	576.42	10282.60	1113.22	485.40	8	411.93	12336.65	524.25	300.50	301.00	13588	524.15
27	MUMBAI	245.35	8592	859.20	749.73	675.22	11245.46	1168.56	534.16	8	432.52	13591.15	1171.13	300.50	301.00	15160	579.24
28	NAD-YA PRADESH	282.20	7332	510.76	453.51	8436.26	933.16	401.72	0	352.67	10144.81	511.42	300.50	301.00	11534	444.35	
29	KERALA	413.15	10742	394.51	723.02	12259.53	1396.46	587.09	0	515.69	14850.07	1188.81	300.50	301.00	16549	640.34	
30	HUNG-LU PRADESH	210.20	5462	100.01	583.10	357.51	6510.01	709.50	325.25	0	262.63	8211.25	556.91	300.50	301.00	9468	344.15

