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2018

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प्रधान मुद्रांक कार्यालय, मुंबई
प.मू.वि.क्र. ८००००९५
16 NOV 2018
सक्षम अधिकारी

श्री. सी. टी. आंबेकर

AMENDMENT NO 2 to the Exhibit A Statement of Work # 1

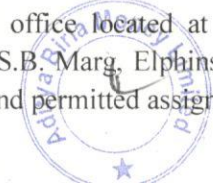
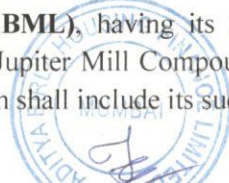
This Amendment No 2 ("Amendment") to the Exhibit A Statement of Work # 1 (SOW) is executed on this 19 day of Dec 2018, by and between

BETWEEN

Aditya Birla Financial Shared Services Limited., having its registered office located at One Indiabulls Centre, Tower-1, 16th Floor, Jupiter Mill Compound, 841, S.B. Marg, Elphinstone Road, Mumbai 400 013 (hereinafter referred to as "**ABFSSL/Company**") (which expression shall include its successors and permitted assigns) of the **FIRST PART**,

M/S Aditya Birla Housing Finance Limited (ABHFL), having its registered office located at One Indiabulls Centre, Tower-1, 16th Floor, Jupiter Mill Compound, 841, S.B. Marg, Elphinstone Road, Mumbai 400 013 (which expression shall include its successors and permitted assigns) of the **SECOND PART** AND

M/S Aditya Birla Money Limited (ABML), having its registered office located at One Indiabulls Centre, Tower-1, 16th Floor, Jupiter Mill Compound, 841, S.B. Marg, Elphinstone Road, Mumbai 400 013 (which expression shall include its successors and permitted assigns) of the **THIRD PART** AND



The party of the First Part, Second Part and Third Part are hereinafter individually referred to as "Customer".

AND

Concentrix Daksh Services India Private Limited a company registered under the provisions of the Companies Act 1956, having its registered office at R Cube, Suite Nos 06 & 07, Lower ground floor level, Shivaji Stadium Metro Station, Airport Express Line, New Delhi - 110001 on behalf of itself and its affiliates ("CONCENTRIX")

The Customer and Concentrix shall be referred to as 'Party' in the singular and 'Parties' in the collective, as the context requires.

WHEREAS

1. The Parties hereto are currently working together pursuant to a Master Services Agreement dated 24th November 2017 (MSA), and have executed a Statement of work (SOW) dated 27th November 2017, thereunder (hereinafter referred to as "Agreement") pursuant to which Client is receiving certain call centre services from Concentrix as more particularly described under the SOW.
2. The Parties entered into Amendment No .1 to extend the term of the Master Service Agreement and the SOW from 1st July 2018 to 30th September 2018.
3. The Parties now wish to reinstate, reaffirm and ratify the Agreement and further amend the Agreement and SOW vide this Amendment to a limited extent as specified herein.

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

1. As mutually decided by both the Parties, the said Exhibit A Statement of Work # 1 shall stand amended via this Amendment and the Term shall be extended by a further period of 36 months (which was previously amended in Amendment No 1) and shall read thus:

"The term of the Exhibit A Statement of Work # 1 shall begin from 1st October, 2018 ("Effective Date") to 30th September, 2021.

2. The Parties hereby agree to amend the Agent Headcount in 4 (i) of the Exhibit A Statement of Work # 1 with the following, for the purpose of this Amendment

Agent Headcount: Up to 45 Fungible resources

- i) Headcount will remain fix for each month on month throughout the contract duration
3. The Parties hereby mutually agree to add the following headcount to the Section 7.b (Hierarchy Table) of the Exhibit A Statement of Work # 1 for the purpose of this Amendment

Hierarchy

Ops Manager

Headcount

4. The Parties hereby agree that Section 7.c (Span Ratio) of the Exhibit A Statement of Work # 1 shall stand amended with the following for the purpose of this Amendment



Hierarchy	Ratio
AM/TL	1:20

5. The Parties hereby mutually agree to amend the following to Section 10.1 (Training Duration) of the Exhibit A Statement of Work # 1 for this Amendment:
 - The Process training will be for 22 days which includes (Classroom Process training and NISM Training)
6. The Parties hereby mutually agree to replace the Section 14 (Charges) Sub Section A of the Exhibit A Statement of Work # 1 with the following.

A. Price Per Agent Per Month:

As a compensation for performing the services, Client shall pay CNX the following monthly charges:

Price per FTE per month:

CAT 3.5 (Inbound): INR 63,368

CAT 3.0 (Inbound & Outbound): INR 56,978

CAT 2.7 (Inbound): INR 52,718

- The above rates shall automatically be adjusted upwards by 4.5% annually on account of COLA, 1st such adjustment being effective 1st October, 2019 and thereafter YoY every year for the remaining term of SOW.
 - Customer shall decide on the 5% Reward and penalty clause & KPIs that will come under R&P umbrella. Customer & Concentrix will jointly baseline the data to agree on the targets against those KPI's.
 - The rates, compensation and any reimbursement as set forth in this Amendment are exclusive of all indirect taxes including but not limited to Goods and Service Tax (CGST, SGST, IGST, UTGST), or any other governmental fees and taxes of whatever nature as applicable to the delivery of the Services, whether now in force or enacted in the future. The Customer will be responsible for and will pay when due any and all such taxes, duties, and fees (excluding taxes based on Concentrix's net income. Both the Parties will cooperate so as to ensure the right compliance and hold harmless each other.
7. The Parties hereby mutually agree to replace the 10th bullet point of Section 14 (Charges) Sub Section b (Other Commercial Terms) of the Exhibit A Statement of Work # 1 with the following

Per FTE would Deliver – 178 hours per month

8. This Amendment, the SOW and other amendments and attachments constitutes the entire agreement between the Parties with respect to the subject matter and no statement, promise, or inducement made by either Party or agent of either Party that is not contained in this written Amendment shall be valid or binding. This Amendment may not be enlarged, modified or altered except in writing signed by both Parties. The Parties hereby confirm and acknowledge that, save and except for the inclusion/addition referred to hereinabove, all the



Amendment shall be deemed to form an integral part the SOW, as and from the date of execution of this Amendment.

9. This Amendment together with SOW reflects the complete understanding between the Parties. This Amendment is incorporated into and deemed to be part of SOW. In the event of any conflict between the SOW and this Amendment regarding the subject matter contained herein, this Amendment shall prevail over all other documents mentioned herein.

Concentrix Daksh Services India Private Limited	Aditya Birla Financial Shared Services Limited
<i>[Signature]</i>	<i>[Signature]</i>
Authorized Signatory: SRIKANT MISRA	Authorized Signatory: A. Dhananjaya
Designation: GROUP LEADER - LEGAL	Designation: Director
Date: 19.12.2018	Date: 10/12/18
	<i>[Signature]</i>
	Authorized Signatory: Ajay Kakkar
	Designation: Director
	Date: 10/12/18
	Aditya Birla Housing Finance Limited (ABHFL)
	<i>[Signature]</i>
	Authorized Signatory: Tushar Kotecha
	Designation: CFO
	Date: 17/12/18
	Aditya Birla Money Limited (ABML)
	<i>[Signature]</i>
	Authorized Signatory: Pradeep Sharma
	Designation: CFO
	Date: 12/12/18

