

Outsourcing Policy

Introduction:

The objective of this document is to define all policies and procedures connected to the AHFT interaction with vendors. These procedures cover the entire Agrim-vendor relationship spectrum: from selection of vendors, to performance and review, to continuation or termination of the relationship.

Following are the Vendors whose services are availed by Business/Risk/ :

- Valuers
- Advocates
- Income Verification and Document verification Vendor (RCU)
- Other Vnedors

Scope of this document:

- A. Empanelment process of these Vendors
- B. process for availing services from each of these vendors
- C. process for settlement of bills of these vendors
- D. Performance review of Vendors

A. Empanelment process of Vendors

Eligibility criteria:

The following is the minimum criteria for selection of new vendor:

| Criteria | Minimum Requirements |
|---|--|
| Minimum number of years in current business applied for | 5 years |
| Minimum number of employees | 5 |
| Minimum number of empanelment with Banks | 3 of which 1 should be with Pvt Sector Bank (ICICI, HDFC, Axis Bank) or Foreign Bank |
| Minimum average number of cases handled in a financial year for the Banks | 120 |
| Minimum size of office * | 500. sq.ft. |
| Vendor to have Professional Indemnity Insurance. | |

* The office must have basic office equipment like telephone, fax machines / scanner, internet etc.

- Deviations to the above criteria to be approved by higher management
- Vendor pricing will be approved by Higher Management

| Sr No | Process Step | Check & Control | Responsibility |
|---|--|---|-----------------------|
| Identification of Vendor | | | |
| 1 | Identify Vendor according to the requirement of services either specific to the respective location or Pan India | | Respective Department |
| Commercial Proposal & Shortlist of Vendor | | | |
| 2 | Seek commercial proposals & profile from identified vendor | | |
| 3 | Short list the vendor basis the services rendered, commercial proposal & feedback from References | Reference check will be Done | Respective Department |
| 4 | Discussion with shortlisted Vendor for Services & Price Negotiation, if required | | Respective Department |
| 5 | Request for approval from approval authority for empanelment of finalized vendor | Approval will be Taken as per Delegation of Power | Respective Department |
| Collection of Documents & Execution of Empanel Documents | | | |
| 6 | <p>Post approval as per point no. 5, collect the following documents from finalized vendor</p> <p>A. Duly filled up Application Form</p> <p>B. KYC of the Company (PAN & Registration Certificate)</p> <p>C. Bank Account Details and Cancelled Chq</p> <p>D. GSTIN Certificate</p> <p>E. Utility Bill / Bank Statement Passport/ Aadhaar/Voter ID card/Driving License for address proof</p> <p>F. Copies of Various academic and Professional certificates.</p> <p>G. Last 3 ITRs of the Firm.</p> <p>H. Specimen signatures of the signatories who will sign the reports duly attested by proprietor/partners, if other than proprietor/partner of the firm</p> <p>I. Copies of empanelment letters of Bank/ institutions with which it is empaneled.</p> <p>J. Valuers - Certificate of empanelment under section 34AB of Wealth Tax Act.</p> | | Respective Department |

| | | | |
|---|--|--|------------------------------|
| | <p>K. Confirmation that Vendor has no relation with bank's employee and his relatives (including ex-employees) else details of relation be furnished.</p> <p>L. MOA and AOA/Partnership Deed</p> <p>M. Board Resolution/Partnership Authority letter authorizing to execute document/agreement on behalf of Company/Firm</p> <p>Note: Copy of above documents will be certified true copy signed by authorized person of the company</p> | | |
| 7 | <p>Check the collected documents mentioned in above point no. 6 are in order</p> <p>In case of any discrepancy in the documents, raise to Vendor for corrections I rectification & re-submission</p> | <p>Collected Document will be checked before send and submit the same for Code ID creation</p> | <p>Respective Department</p> |
| 8 | <p>submit the collected document to operation along with</p> | | |
| Checking of Documents & Vendor Code Creation | | | |
| 9 | <p>Acknowledgement of receipt of Vendor Empanelment Documents</p> | | <p>Operations Team</p> |
| 10 | <p>Check the empanelment documents received as per attached checklist</p> | | <p>Operations Team</p> |
| 11 | <p>If discrepancies in the documents, raise the same to the requester on the intimation mail of submission of documents.</p> <p>If No discrepancies, raise the request to Finance Team through email for creation of Vendor Code and ID in the system.</p> | | <p>Operations Team</p> |
| 12 | <p>Post receipt of the request from Operations, check request received Vendor Code I ID is already exists;</p> <p>If yes, communicate the already exists Vendor Code and ID & Name of Vendor with location to the requester.</p> <p>If no, create the new Vendor Code and ID in the system & communicate the</p> | <p>Maker-Checker for creation of Vendor Code</p> | <p>Finance Team</p> |

| | | | |
|-------------------------------------|--|--|---------------------|
| | Vendor Code and ID on the request received email for Vendor Code and ID | | |
| 13 | Update the Vendor Code I ID received from Finance Team on the Vendor Empanelment Form | | |
| 14 | Communicate the created Vendor Code I ID to the requester on the request received email. | | Operations Team |
| 15 | Update the excel tracker of Vendor Code I ID Creation. Excel tracker would carry the following details: 1. Name of Vendor 2. Location 3. Nature of Service 4. Vendor Code I ID | | Operations Team |
| Storage of Empanel Documents | | | |
| 16 | Filing of Vendor Creation documents at Storage | | Operations Team |
| 17 | In case of need of retrieval of vendor documents, request for the same to be sent to Operations team through email | | Retrieval Requester |

Process for availing services from each of these vendors

(i). Valuers

| Sr No | Activity | Responsible Unit |
|-------|---|------------------|
| 1 | Sale Team will send an intimation mail to empanelled Valuer with details of the case for valuation. List of Empanelled Valuer should be available for Verification. | Business Team |
| 2 | Sale Team will handover/courier the relevant property documents to the empaneled valuer | Business Team |

| | | |
|----|--|---|
| 3 | <p>The empaneled valuer to visit the property, check whether the property is properly constructed occupancy and valuation. Valuer to conduct the valuation independently and no Agrim staff should accompany the valuer for valuation. The report should be submitted in the Agrim prescribed format to ops and credit along with all the documents submitted to the Valuer for conducting the valuation.</p> <p>For ops and credit team , the report will be sent to sale team , hard copy to be maintained in file before disbursement</p> | Empanelled Valuer |
| 4 | In case of any difficulty in tracing property/access to customer/requirement of any further details by Empaneled Agency, Sale team will intervene and resolve the issues | Business Team |
| 5 | The Empaneled Agency has to mail the soft copy of the valuation report to the respective Ops and Credit directly from Vendor's registered email ID with copy copying marked sale team who has initiated the valuation. Once the queries (if any) related to the report are resolved, as signed scanned image of the final report be sent to ops and credit. marking copy to the concerned RM and simultaneously courier the hard copy to ops team along with the Bills for payment. | Empanelled Valuer |
| 6 | ops team to share the report with credit team on the day signed soft copy of the report is received. credit to review the report and provide confirmation on the same day in case received before 4.30 pm or else on the next working day. | Ops / Credit |
| 7 | ops and credit to raise queries in regards to the Valuation Report to empaneled Valuer, marking copy to Sale Team may also raise the queries on the report through Ops and credit . | Ops / Credit |
| 8 | The empaneled valuer to revert on queries related to valuation report. In case of any disconnect on specific points, joint call by credit and Business to be done with the valuer for further clarification. In case of non-araciality of any documents, sale team to clarify on the same and the requirement of the same can be vetted by Empaneled Valuer. | Ops/Credit, Business, Empanelled Valuer |
| 9 | The Empaneled Valuer to incorporate the changes and issue the final report. In the cases where the signed report has already been released, re-issue a fresh/addendum report in case of any changes in the original report. The valuer also needs to submit a weekly tracker on pending valuation reports along with the date of initiation. | Empanelled Valuer |
| 10 | Approval for any unresolved query in format documents/others, to be taken from Higher management | |
| 11 | ops and credit to keep on record the final copy of Valuation Report along with any clarification taken from Empaneled Valuer/Approval taken from higher management | Ops / Credit |
| 12 | In case, the valuer is not empaneled, prior approval to be taken from authorities empowered to approve empanelment of valuers, for conducting valuation through other agency. | Business Team |

| | | |
|----|---|-----------------------------|
| 13 | The first draft of the valuation report post submission of the required documents to the valuer should be received in two working days. In case the report is not received in the agreed TAT, RM to initiate the follow-up mail to the valuer marking copy to Ops and credit . ops and credit would take up the issue with vendors basis the weekly status tracker submitted by the valuer. | Business Team ,Ops / Credit |
|----|---|-----------------------------|

Re-Valuation after 2.5 years

| Sr No | Activity | Responsible Unit |
|-------|---|--------------------------|
| 1 | As per RBI guidelines, every 3 years Valuation to be done by the bank for all properties mortgaged. Ops team to track Valuation of properties every 2.5 years from the last valuation done. | OPs TEAM |
| 2 | ops team to send mail to Valuer with the property details to initiate valuation with copy to sale team and handover/courier the relevant property documents to the empaneled valuer. ops team to ensure that rotation of valuer is done and assignment for revaluation is given to a new valuer. | OPs TEAM |
| 3 | The empaneled valuer to visit the property, and conduct the valuation. The report should be submitted in the Agrim prescribed format to ops | Empaneled Valuer |
| 4 | The empaneled Valuer to mail signed scanned copy of the valuation report to the respective ops unit directly from Vendor’s registered email ID and also submit the hard copy of the report and the Bill to ops team along with all the documents submitted to the Valuer for conducting the valuation. In case of any delay in submission, ops team to directly follow up with the Valuation Agency | Empaneled Valuer / OPs |
| 5 | Ops team to share the report with Risk Analyst and obtain Risk confirmation. | OPs TEAM |
| 6 | In case of any discrepancy, for which approval has been obtained last time from higher management and Risk , fresh approval is not required. | OPs TEAM |
| 7 | In case of new discrepancy, PS Team to inform Business team and the same to be referred to Risk Analyst for approval, if applicable, from Risk | OPs TEAM / Business Team |
| 8 | Ops Team to keep the final copy of the valuation report for records after obtaining confirmation from Risk Analyst. Ops to close the existing exception on revaluation and create a new exception 2.5 years from the valuation date. | OPs Team |

(ii). Advocates

New Case/Enhancement Case

| Sr No | Activity | Responsible Unit |
|-------|--|----------------------------------|
| 1 | Sale Team will send an intimation mail to empaneled Advocate with details of the case for title search and Legal. Sale team to handover photocopy of the available property documents to the empaneled lawyer | Business Team |
| 2 | The lawyer to visit the Sub-registrar office and conduct the search for minimum 13 years as determined by legal team. Based on the search and scrutiny of title documents, lawyer to prepare legal report. | Empaneled Lawyer |
| 3 | In case any additional documents/information is required by lawyer sale team to arrange for the same | Empaneled Lawyer / Business Team |
| 4 | The lawyer has to mail signed scanned copy of the legal report to credit and ops team with copy to sale team from Vendor's registered email ID only and simultaneously courier the hard copy of the Report and Bill to Operation team with the search report and all property documents submitted for conducting title search. | Empaneled Lawyer |
| 5 | Credit team will check the report and raise the query, if any, keeping sale team in loop, so that same can be clarified and resolved by the lawyer. | Credit and OPs team |
| 6 | In case of any deviations, proper approval to be taken as per delegation matrix. | Business Team |
| 7 | ops team to keep on record the final copy of Title search report along with the property documents. | OPs team |

(iii). Contact Point Verification (CPV) & Document Verification (DV) Vendors

| Sr No | Activity | Responsible Unit |
|-------|---|------------------|
| 1 | CPV & DV to be done for all accounts as stipulated in CAM. Credit Head approval to be obtained if CPV & DV need not be done in any specific case. Sale Team to initiate CPV & DV by sending copy of KYC, Audited Balance sheet of last 3 years, ITR of borrowers and co borrower, Partnership Agreement/ MOA and AOA(whenever required), Last 6 months Bank statements to the vendor. | Business Team |
| 2 | Vendor to collect the documents from sale Team and verify the following: | CPV & DV Vendor |

| | | |
|---|--|-----------------------------------|
| | <ol style="list-style-type: none"> 1. Last 6 months Bank Statement: Vendor to confirm the account number, balance outstanding and transaction on sample basis with existing banker. In case vendor is unable to get the confirmation from the banker, vendor to verify the statements with the original copy of the bank statement at the customer’s office and specify the source of verification in his report. 2. Audited balance sheet of last 3 years: Vendor to verify the copy of balance sheet submitted to bank with the CA firm. 3. ITR of borrower and guarantors for the last 3 years: Vendor to verify the copy of the ITR of borrower and guarantors with the records available at Income Tax department. 4. Address verification of Borrower and Guarantors. 5. Partnership Agreement and Memorandum and Articles of Association: Vendor to verify the copy of partnership agreement and Memorandum and Articles of Association submitted to bank with the records available at Registrar of firms/Registrar of Companies or with the original copy of the partnership deed / Memorandum and Articles of Association available at the customer’s office. Also specify the source of verification in the report. 6. Letter/” Permission to mortgage”/NOC from society/builder/development authority: Vendor to verify the letter/permission/NOC with the issuing authority to ensure that bank’s charge is noted with the authority. <p>In case of any queries/ clarifications, Vendor should raise the query directly to Sale team on mail.</p> | |
| 3 | <p>For any out of city limits, CPV & DV vendor to take prior email approval from AHFL on expenses before initiation of work. Sale Team to obtain Business Head Approval for expenses and then confirm the Vendor accordingly for initiating the assignment keeping Finance Team in loop.</p> <p>For Sale Team, keeping operation, Credit and finance team coordinator in loop</p> | CPV & DV Vendor/ Business Team |
| 4 | <p>On finalization of the report, Vendor should send the scanned copy/ soft copy of the report to credit marking a copy to the sale team. Credit to proceed for disbursement based on the soft copy of the report forwarded directly by Vendor from registered Email ID. Vendor should also simultaneously courier the signed hard copy of the report along with all the documents submitted by sale team to credit team directly.</p> | CPV & DV Vendor |

| | | |
|----|---|------------------------------------|
| | For sale Team, scanned copy to be in file before disbursement. | |
| 5 | In case of any clarification in the report, Credit Team to raise queries directly to Vendor marking a copy to the Sale Team. | Credit |
| 6 | Queries related to additional information/documents required by Vendor shall be resolved by Sale Team. | Business Team |
| 7 | Any negative report should be highlighted by Credit to both Sale Team and Risk Analyst. Sale Team to provide Risk confirmation for acceptance of negative report, if any. For Sale Team, if there is any negative report (not recommended/referred), file to be returned to Sale | Credit / Business Team |
| 8 | The queries will be handled in following manner: <ul style="list-style-type: none"> ✓ Any format related queries, credit to directly take up with Vendor for resolution. ✓ In case any specific approval or deferral is required from Risk, sale team shall arrange for the same. | Credit / Business team |
| 9 | Verification of Society/Builder NOC to be directly initiated by Credit and followed up with Vendor for submission of the report. In case of any non-co-operation by the society or builder the same to be highlighted to Sale Team by Credit for further action. | Credit |
| 10 | The DV Vendor needs to submit a weekly tracker on pending assignments along with the date of submission by sale Team the same to be shared with credit . In case of delay in submission of report by Vendor for more than 7 days after initiation, sale team to send the follow-up mail to Vendor with a copy to credit. credit to take up the case with the vendor for resolution. | Business Team/ Credit/DV Vendor |
| 11 | On receipt of the final report, along with approval, if any, Credit to retain the same in the file | Credit |

C. process for settlement of bills of the vendor

Credit and operation will be the single point of contact for vendors at all locations to submit all the relevant reports along with the Tax Invoice..

| Sr. No | Activity | Responsible Unit |
|--------|---|--------------------------------------|
| 1 | Vendor to submit the report along with the Tax Invoice to the respective Credit and operation team at various locations. | Vendor |
| 2 | Respective Credit and operation team at each location to verify the following details: <ul style="list-style-type: none"> • Check for duplication of Tax Invoice • Check that Tax Invoice provided by the Vendor meet the service tax rules and is serially numbered along with the following information: <ul style="list-style-type: none"> ○ Name, Address and Service Tax Registration No. of the service provider (vendor) | Respective Credit and operation team |

| | | |
|---|--|--------------------------------------|
| | <ul style="list-style-type: none"> ○ Name & Address of the person receiving taxable service (Bank) ○ Description, classification and value of the taxable service provided or to be provided ○ Service tax thereon along with Education Cess and Secondary & Higher Education Cess ○ Signature of the service provider or authorized signatory ● Check whether the charges levied is as per agreement ● Check with sale Team whether vendor charges have been recovered from the customer and parked in Suspense Account OR to be debited from Customer's Account directly along with details of the account to be debited | |
| 3 | Respective credit and operation team to track and maintain the MIS for the Invoices received as per format | Respective Credit and operation team |
| 4 | Respective credit and ops team to prepare separate Vendor wise Payment vouchers and send the same to Finance Team along with the original Tax Invoice. | Respective Credit and operation team |
| 6 | Finance Team to analyze the payment vouchers for service tax and TDS and provide the claim reference no. to Respective operation units. | Finance Team |
| 7 | Finance team to make the payments to the Vendors in respective AHFL Account | Finance Team |
| 8 | Respective finance team to update claim reference no. and payment status in the MIS. Also, inform the payment of vendor's respective bill to the concerned vendor. | Finance Team |

Payment process for CPV & DV Vendors:

| Sr No | Activity | Responsible Unit |
|-------|---|------------------------|
| 1 | Vendor to submit the monthly Tax Invoice along with the details of the activity for that month to Respective credit Team | CPV & DV Vendor |
| 2 | Respective Credit team to check for receipt of report for all the cases mentioned in the Bill and also check the rates for all the activities as per agreement of vendor. Respective credit team to also check for duplication of bills and in case of any query, raise the same to vendor for further clarification. | Respective credit team |
| 3 | Respective credit team to prepare the Expense Memo and after obtaining confirmation from Business Head, send the same along with the Original Invoice to Finance team for payment. | Respective credit team |

| | | |
|---|--|--------------|
| 4 | Finance Team to make the payment through Pay Order and forward the same to Respective Credit Team. For RB, FINCON will intimate to RB CPU | Finance team |
| 5 | Respective Finance Team to update the MIS for the payments and dispatch the Pay Order and inform the vendor. | Finance team |

Performance review of Vendors:

1. Parameters for rating performance of Vendors:

| Parameters | Process |
|--------------------|--|
| TAT | <ul style="list-style-type: none"> ▪ TATs will be captured on the basis of data sent and received and MIS being maintained by credit and ops Team. ▪ Sale team will send a mail to the vendor for initiation of the activity with copy to credit and ops team. ▪ Vendor will confirm on mail on receipt of the requisite documents for the activity. ▪ On completion of activity, Vendor to send the report directly to credit and ops team. ▪ credit and ops team to capture all the activity dates in a standard format and will monitor the TAT on regular basis |
| Quality of Report | <ul style="list-style-type: none"> ▪ Vendor will submit the report to credit and ops team in the pre-approved format. ▪ credit and ops team /Risk to read the report and in case of errors in the report will raise the same with vendor and simultaneously track the same for annual appraisal |
| Accessibility | <ul style="list-style-type: none"> ▪ Vendor to have a single point of contact for all the activities assigned to them. Any change in the contact person should be intimated to all the stakeholders. ▪ Vendor escalation matrix to be shared with credit and ops team. In case of delay/non resolution of any query the same to be escalated to the next level. ▪ credit and ops team to track the escalations and resolutions |
| BCP | Vendor to share back up plans in case of unforeseen circumstances with credit and ops team |
| Record Maintenance | <ul style="list-style-type: none"> ▪ Proper record of all interactions and reports submitted to Bank should be maintained by each vendor ▪ credit and Risk team to do a sample check for retrieval of old documents / reports ▪ credit and Risk team to visit each vendor on a quarterly basis and verify whether all the documents are stored properly at vendor’s location and confidentiality of the same is maintained or not. |
| Support / Manpower | <ul style="list-style-type: none"> ▪ On an annual basis, credit and Risk team to obtain the employee strength of the vendor (Owned and Outsourced staff) and the list of senior officials who would be signing the reports on behalf of the vendor ▪ credit and Risk team to ascertain the capability of the vendor to handle the volumes along with the location coverage |

| | |
|-------------------|--|
| Customer Feedback | credit and Risk team to obtain detailed feedback from Business/operation for each vendor on a periodic basis |
|-------------------|--|

Assessment Methodology:

- All vendors would be assessed annually based on various performance parameters mentioned above and detailed score card for each vendor to be prepared
- credit and Risk team to visit the vendors on a quarterly basis and report to be prepared. Vendors who have handled 10 cases in a quarter would be considered as active vendors and visit on a quarterly basis by credit and Risk team official would be required.
- If the performance of any vendor is not satisfactory then mid-term assessment to be done and decision to continue/discontinue to be taken.

Termination of Contract:

In the event of termination of agreement for fraudulent or non-performance issues, the name of the vendor would be removed from the empaneled list and the revised updated list .

Find the below Format

1. [Application Form](#)
2. [Service Provider Appointment Letter](#)
3. [Vendor Agreement](#)

AGRIM HOUSING FINANCE PRIVATE LIMITED

Office no 3212, A Wing 32nd floor Marathon Futurex, NM Joshi Marg,
Lower Parel East, Mumbai 400013

Services Provider Application form

A. Agency Details

| | | | |
|--|--|----------------|---------|
| Agency Name | | | |
| Office address | | | |
| Date of incorporation | | Date of Birth: | |
| Office Telephone No | | Mob No: | |
| E mail ID | | Gender: | Pan No: |
| Residence address | | | |
| Permanent Address & Nos if applicable. | | | |

The agency is Proprietary Concern Partnership Firm Pvt. Ltd. Company

Number of offices in the City : _____ Number of offices in India: _____

Number of years in Business : _____ Number of employees : _____

Office Address:

1. _____
2. _____
3. _____
4. _____

Location Covered _____

Last Six months Business (No. of cases) _____
(Rs. In lakhs) _____

B. Profile of Promoters of business (Proprietor/ Partners details)

Names and qualification of the Promoters

| Name of Promoters | Qualification of Promoters |
|-------------------|----------------------------|
| | |
| | |

| | |
|--|--|
| | |
|--|--|

Other Business interest of the Promoters

| | |
|----|----|
| 1. | 2. |
| 3. | 4. |

B. Previous business history

| Name of associate empaneled with | Nos. Of years / months | Reason for discontinuing, if any |
|----------------------------------|------------------------|----------------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |

References - Must be of the previous associates only

Name & telephone number of contact person: _____

Name of the associate : _____

Name & telephone number of contact person : _____

Name of the associate : _____

AGRIM HOUSING FINANCE PVT.LTD

→ SERVICE PROVIDER APPOINTMENT LETTER FORMAT

Date:

To,

Subject:

Dear Sir/Madam,

This is in continuation to your application and our interaction towards rendering services as mentioned in the subject line. After vetting your application, we have found that you are fit to render the captioned services to Fortune Integrated Assets Finance Limited. Term of your services would be governed by the agreement signed by you or 2 Years from the date of this letter in case you are not bound by agreement. The specific terms and conditions of this appointment would be as under.

1. Your services will be availed at the following locations as specified in the service provider agreement.
 - A) _____
 - B) _____
 - C) _____
 - D) _____
2. In case your services involve detailed investigations and/or verifications, you are requested to provide the same as per the format provided by Agrim Housing Finance Private Limited and as per the guidelines set by Agrim Housing Finance Private Limited and to its satisfaction.
3. Information provided you for investigation purposes or otherwise is a confidential information of Agrim Housing Finance Private Limited and you or your associate or employees will not share / alter / sell or misuse the information provided in manner which may cause financial damage or damage of any other sort to Agrim Housing Finance Private Limited or its employees.
4. You will be responsible / accountable for the findings / suggestions / investigations / document health check etc. Any irregularity found in the report or service rendered will be solely your responsibility. If any concealment or hiding the facts or negligence while submitting report jeopardizes the interest of Agrim Housing Finance Private Limited,
5. Agrim Housing Finance Private Limited may take appropriate action against you which will be binding on you.
6. Where ever physical examination is required of any nature, you will be conducting the same on your own. In case you decide to outsource your activity, ultimately the same will remain
7. your responsibility. You are expected to carry out all such physical checks required as per industry practice and as per the prevailing statutory rules and guidelines.

8. You will ensure that in case you need to hire staff to execute and complete the expected and assigned work by Agrim Housing Finance Private Limited, you will hire competent staff well aware about the functionalities in the area of your service and possessing competent education qualification and knowledge to perform the operations required.
9. You will be paid fees as mentioned in the agreement or as per annexure attached herewith. You are instructed not to carry out any financial transactions with the Borrowers of Agrim Housing Finance Private Limited of any nature.
10. Your appointment as Service Provider does not entitle you to use name, Logo, Symbol or any branding and marketing material or Agrim Housing Finance Private Limited in any of your inhouse or external communication without prior consent of Agrim Housing Finance Private Limited
11. This empanelment as a Service Provider does not bind Agrim Housing Finance Private Limited to use your services exclusively. Agrim Housing Finance Private Limited is free to empanel other Service Providers in your category basis quantum and quality of work.
12. You need to allow officer of Agrim Housing Finance Private Limited to inspect your office premises during working hours with prior intimation to you to cross verify your ability to render Services as mentioned.
13. You need to submit all the reports and formats on your letterhead and to the officer whose name and designation will be conveyed to you via written letter and/or email and/or telephonic call. You will not submit your report to any person other than the one who is designated to supervise the Services Provided by you.
14. During your empanelment you will be governed by other rules as per the Service Provider agreement signed by you.
15. Your bills will be paid on monthly basis as per the Service Provider agreement. In case you are not governed by agreement, your bill will be paid within 30 days after receiving the debit note on your letterhead.
16. You will inform Agrim Housing Finance Private Limited about any change in your address and/or telephone numbers and/or change in the name and number of contact person of the company.
17. Your empanelment with Agrim Housing Finance Private Limited ceases on the expiry period of this letter or agreement whichever is prior, unless and until you receive fresh renewal letter from us and sign fresh Service Provider agreement if you are governed by the same.
18. If Agrim Housing Finance Private Limited observes any breach of the terms and conditions of the Service Provider agreement in place or terms and conditions of this letter, your empanelment with us will be terminated immediately without prior intimation to you. Agrim Housing Finance Private Limited reserves right to hold payments due to you if any, in case of such breach of contract terms. Also, in case of any financial loss to Agrim Housing Finance Private Limited or its employees, the same would be recoverable from you.

19. Any dispute arising out of this would be settled by a single arbitrator to be appointed by Agrim Housing Finance Private Limited at Mumbai and decision given by such arbitrator would be binding on both the parties.

If you agree to the terms laid down as stated above, we request you to kindly acknowledge and accept one copy attached herewith and kindly return the same to us or our representative. For any further communication with regards to Services Rendered by you, you are requested to get in touch with the following personnel of Agrim Housing Finance Private Limited

We are hoping for a long-lasting association with you.

Yours Sincerely,

For; AGRIM HOUSING FINANCE PRIVATE LIMITED.

Authorized Signatory

Acknowledged and Accepted

Name of Service Provider : _____

Name of Authorized Signatory : _____

Date : _____

Signature : _____

SERVICE PROVIDER AGREEMENT

HIS AGREEMENT made at _____ on this ____ day of _____, 20 _____
 Between

AGRIM HOUSING FINANCE PRIVATE LIMITED, a company incorporated under section 29A of NHB Act 1987 and having its registered office at 609,6th Floor, Inizio, Cardinal Gracias Road, Opp. P&G Plaza Chakala, Andheri-East, Mumbai - 400 069 hereinafter referred to as "AHFL" which expression shall include its successors and assigns of the One Part;

And

| Name of the Service Provider | Address of the Service Provider |
|------------------------------|---------------------------------|
| | |

an individual signing this agreement for self/ a proprietary firm signing this agreement through its proprietor/ a partnership firm signing this agreement through its principal or managing partner/ a Hindu Undivided Family signing this agreement through its Karta/ a company incorporated under the Companies Act, 1956 signing this agreement through its authorized signatory) having its office at the address stated above (hereinafter referred to as "the Service Provider" which expression shall include, to the context permits, its successors in business and permitted assigns) of the Other Part.

AHFL and the Service Provider are hereinafter referred together as "the Parties" and each individually "a Party".

WHEREAS

- (A) AHFL is engaged into the business of providing Home Finance and Loan against Property;
- (B) The Service Provider is in the business of providing various services as per Schedule through its own staff for which the Service Provider is and shall remain responsible;
- (C) The Service Provider has represented to AHFL that the Service Provider is willing and capable of providing such services to AHFL; and
- (D) AHFL, based on such representations of the Service Provider is agreeable to avail of certain services from the Service Provider as per Schedule.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1 SERVICE

The Service Provider shall provide to AHFL the service(s) as more particularly described in the Schedule of Service hereto as may be supplemented or amended from time to time by AHFL (hereinafter collectively referred to as the "the Service" and the persons used by the Service Provider for providing the Service referred to as "the Facility Staff") in keeping with the terms and conditions of this Agreement.

2 PERIOD

Unless terminated earlier in accordance with the provisions of clause 9, this Agreement shall be:

- (a) valid for a period of 1 (one) year from date of this Agreement first abovementioned; and
- (b) Deemed to have been automatically renewed for a further period of 1 (one) year on the date of end of its earlier validity period if the letter of appointment of the same is issued to the Service Provider by AHFL

3 CHARGES

- 3.1 In consideration of the Service to be provided by the Service Provider pursuant to this Agreement, AHFL shall pay to the Service Provider charges as mentioned in Schedule of Charges to this Agreement for which the Service Provider shall raise the bill or invoice in the manner as detailed in the said Schedule of Charges.
- 3.2 It is understood that all taxes, levies, penalties etc (including Service Tax, Income Tax or any other tax or levy) in relation to the amounts payable by AHFL to the Service Provider are to be borne by the Service Provider.
- 3.3 It is understood that where AHFL is required or allowed under law or by authorities to deduct taxes/ levies/ penalties etc from the amount payable hereunder by AHFL to the Service Provider, then AHFL will do so and pay to the Service Provider the net amount after making such deduction.
- 3.4 AHFL shall be entitled to set off against and deduct and recover from the amounts payable by AHFL to the Service Provider at any time, any tax, levy or other amount whatsoever which may be required to be deducted by law or any order of any Court/ Authority under any law now existent or which may come into existence during the currency of this Agreement as also any and all amounts which may be or become payable by the Service Provider to AHFL under this Agreement or otherwise.

4 THE SERVICE PROVIDER'S REPRESENTATIONS AND WARRANTIES

The Service Provider hereby represents warrants and confirms to AHFL that:

- 4.1 It has full capacity, power and authority to enter into this Agreement; and during the continuance of this Agreement, will continue to have full capacity, power and authority to carry out and perform all its duties and obligations as contemplated herein and has already taken and will continue to take all necessary and further actions, (including where applicable without limitation obtaining of all Governmental and other necessary approvals/consents/licenses in all applicable jurisdictions) AND to authorize the execution, delivery and performance of this Agreement.
- 4.2 It has the necessary skills, knowledge, experience, expertise, required capital net worth, adequate and competent staff, systems, equipment and procedures and capability to duly perform the Service and fulfill the obligations in accordance with the terms of this Agreement and to the satisfaction of AHFL.
- 4.3 The execution of this Agreement and providing Service hereunder by the Service Provider to AHFL, does not and will not violate, breach any covenants, stipulations or conditions of this Agreement, or any other agreement, deed or document entered into by the Service Provider with any third party/ ies.
- 4.4 There are no civil or criminal proceedings and/or regulatory investigation/action pending against the Service Provider or any of its Facility Staff, before any Court or judicial or quasi-judicial authority or forum.
- 4.5 It is not owned or controlled by any director or officer/ employee of AHFL or their relatives. For the purposes of this Clause 4.5, "relatives" shall have the same meaning as assigned to it under Section 6 of the (Indian) Companies Act, 1956.
- 4.6 The Service Provider hereby acknowledges and accepts that AHFL has relied upon the above representations and warranties in deciding to enter into this Agreement.

4.7 The Service Provider represents, warrants and agrees that no AHFL's officer, director, employee, representatives or immediate family member thereof has or have received or will receive anything of value of any kind from the Service Provider or its officers, directors, employees, representatives in connection with this Agreement and further that no AHFL Personnel has a business relationship of any kind with the Service Provider or its officers.

4.8 Service Provider has availed all necessary permissions and/or certifications from any Government body and/or any government controlled organizations and/or any regulatory body governing its services from time to time if such service and/or services are governed by government rules and regulations and/or rules of governing body and Service Provider is in full capacity to provide such service as per Government and/or governing body norms.

5. THE SERVICE PROVIDER'S COVENANTS

5.1 The Service Provider shall ensure that Service is rendered and obligations performed by the Service Provider pursuant to this Agreement shall be rendered and performed by the Service Provider with utmost care and diligence and shall be of the highest quality and standards and in accordance with the principles, policies and procedures of AHFL, as may be communicated from time to time.

5.2 The Service Provider shall forthwith report to AHFL if it comes to know about any breach of this Agreement or of any suspicious transactions, irregularities or violations of any legal or regulatory procedures, in respect of any information and/ or data received in the course of transactions while rendering the Service to AHFL.

5.3 The Service Provider and the Facility Staff shall not at any time use the name and/or trademark/logo of AHFL in any manner at all, without the prior permission in writing from AHFL. The Service Provider and its Facility Staff shall not at any time print any marketing material bearing AHFL's name and / or logo, without the prior permission in writing from AHFL.

5.4 The Service Provider shall immediately notify AHFL in writing of the occurrence of any event or an event of force majeure which may result in or which may give reason to believe that there may be work stoppage, slowdown, employee dispute, strike, any employee related disruption of the Facility Staff or other impediment or disruption in the due performance of the obligations of the Service Provider under this Agreement. The Service Provider also agrees to submit a full written report of the said events forthwith upon request by AHFL. The Service Provider agrees that in the event any such work stoppage, slowdown, employee dispute, strike, disruption or impediment continues for a period exceeding 24 hours, then, notwithstanding what is contained in clause 9 of this Agreement; AHFL may at its sole discretion terminate this Agreement forthwith.

5.5 All documents and other information, papers and any other data relating to the activities, products, schemes, customers' accounts and details, etc., ("the Documents") handed over to the Service Provider and/or its Facility Staff by AHFL in terms of this Agreement and which come into the Service Provider's and / or its Facility Staff's custody, power or possession pursuant to or in connection with this Agreement, will remain the sole and absolute property of AHFL, and the Service Provider and /or the Facility Staff shall not have and also shall not claim any charge, claim, lien, right of retention, sale or set-off or other right, title or interest therein or thereon for any reason whatsoever.

5.6 The Service Provider shall ensure that the Documents are handled with due care. Till such time as the Documents are not returned to AHFL, the Service Provider will take such action as may be necessary to ensure that the Documents are (a) easily identifiable and retrievable; (b)

maintained safe, secure, and confidential, and (c) are not intermingled with any other documents or papers, of any other customer of the Service Provider.

- 5.7 The Service Provider shall immediately notify AHFL in writing of any breach of security which impedes or obstructs the provision of the Service, or which compromises the confidentiality of the Documents and / or the data and information pertaining to the Service. The Service Provider also agrees to submit a detailed written report of the said events forthwith upon request by AHFL. On the occurrence of such breach of security, AHFL may, at its sole discretion and notwithstanding anything contained elsewhere in this Agreement, terminate this Agreement forthwith.
- 5.8 It is the responsibility of the Service Provider to conduct suitable background check, while recruiting Facility Staff and duly train the Facility Staff for carrying out the Service and shall not employ or engage any Facility Staff which to the best of the knowledge of the Service Provider, do not have a good reputation or have any record of criminal activity or any negative backgrounds. It is further clarified and understood that the Facility Staff are the employees of the Service Provider only, and AHFL shall not have any responsibility to, nor shall be held directly or indirectly responsible or liable for, the Facility Staff so employed by the Service Provider for performing / providing the Service in terms of this Agreement. The Facility Staff may, if required and permitted by AHFL for a specific Service, remain on AHFL's premises only during their specified duty hours as assigned to them by the Service Provider and solely during the duration of this Agreement.
- 5.9 The work of the Facility Staff shall be supervised directly and controlled only by the Service Provider itself and it would be the responsibility of the Service Provider to provide the Service as per the specification provided by AHFL from time to time or in accordance with the specifications mentioned in Schedule of Service hereto, as may be revised in writing from time to time. All material and equipment required by the Service Provider for the due performance of its obligations hereunder shall be provided by the Service Provider itself.
- 5.10 The Facility Staff visiting AHFL's premises for providing the Service in connection with this Agreement, as and when required, shall be under in full control of and subject to sole disciplinary jurisdiction of the Service Provider.
- 5.11 It shall be the duty of the Service Provider to clearly inform its own Facility Staff that they will have no claim whatsoever on AHFL and shall not raise any industrial dispute, either directly or indirectly, with or against AHFL, in respect of any of their service conditions or otherwise.
- 5.12 It is the responsibility of the Service Provider to adhere to all statutory requirements and laws of the land which shall include, but not be limited to, (where applicable) The Employees' State Insurance Act 1948, The Employees' Provident Funds & Miscellaneous Provisions Act 1952, The Contract Labour (Regulation & Abolition) Act 1970 and their applicable rules, and such other laws, regulations and guidelines issued by the Reserve Bank of India ("RBI") or any other judicial or quasi-judicial authority that may be applicable and/or issued from time to time, including any such directions arising out of a breach of any audit/ regulatory/ legal requirement which may arise out of any audit, assessment, under the provisions of this Agreement, or provide all statutory benefits to its Facility Staff as per the laws of the land.
- 5.13 The Service Provider shall strictly adhere to the norms set out by the Reserve Bank of India and/or National Housing Bank and the specific internal guidelines, policies and standards as may be issued AHFL from time to time, including, but not limited to, the "Fair Practices", "Know Your Customer", "Anti Money Laundering", "Do Not Call/ Disturb" and "Mis-Selling".

- 5.14 The Service Provider, its Facility Staff should not resort to intimidation or harassment of any kind, either verbal or physical, against any person in their debt collection efforts, or act of asset repossession or any other Service, including acts intended to humiliate, either publicly or otherwise, or intrude the privacy of a customer / client or their family members, referees and friends, making threatening and anonymous calls or making false and misleading representations, or in any other inappropriate manner.
- 5.15 Service provider and its Facility staff will not interact with any person in AHFL other than those assigned to them for day to day interactions and to carry out their specified tasks as requested by AHFL. All reports and/or investigations be submitted as notified by AHFL to a designated assigned person to Service Provider and not to any other employee of AHFL.
- 5.15 Business Continuity
- (a) The Service Provider shall develop, establish and have in place a robust framework for documenting, maintaining and testing business continuity and recovery procedures. The Service Provider shall periodically test its business continuity plan and recovery plan and AHFL shall have the right to conduct joint testing and recovery exercises with the Service Provider.
- (b) The Service Provider shall have in place and allow AHFL to inspect and be satisfied with the Service Provider's Business Continuity and Business Recovery plans. The Service Provider agrees to test its Business Continuity and Business Recovery plans periodically, not more than six [6] months lapsing between successive tests of each plan.
- (c) In the event of AHFL deciding not to avail of any one or more of the Service from the Service Provider and availing the same from any party other than the Service Provider (or undertaking it by itself), further to the expiry or termination of this Agreement or otherwise, the Service Provider shall cooperate with AHFL and such other party to facilitate and ensure smooth transfer of the Service or its part to be undertaken by such other party (or AHFL itself) without any break in the continuity or performance of the Service.
- 5.16 Review of Service
- (a) AHFL shall have the right to ongoing review the activities of Service Provider and review the financial and operational condition of the Service Provider to assess its ability to continue to meet its obligations hereunder and provide the Service.
- (b) The Service Provider shall make available to AHFL and its personnel or auditors (internal or external) and regulators (including the RBI/NHB or persons authorized by the RBI/NHB) access the documents, records of transactions, books and account, and other necessary information given to, stored or processed by the Service Provider within a reasonable time.
6. ROTATION
- The Service Provider shall ensure that there is regular rotation of the Facility Staff engaged by it under this Agreement.
7. CONFIDENTIALITY AND NON-DISCLOSURE
- 7.1 The Service Provider recognizes, accepts and agrees that all tangible and intangible information obtained or disclosed to the Service Provider and/or its Facility Staff, including all details,

documents, data, business/customer information, customer transactions, information relating directly or indirectly to AHFL's practices and business trade secrets, know how, strategies, processes, methodologies (all of which are hereinafter collectively referred to as "Confidential Information" and "Confidential Material") which may be communicated and or provided to the Service Provider and/or its Facility Staff may be privy under or pursuant to this Agreement and / or in the course of performance of the Service Provider's obligations under this Agreement shall be treated as absolutely confidential and secret and the Service Provider irrevocably agrees and undertakes and ensures that the Service Provider and all its Facility Staff shall keep the same as secret and confidential and shall not disclose the same, at all, in whole or in part to any person or persons (including legal entities) at any time or use nor shall allow the Confidential Information and Confidential Material to be used for any purpose other than as may be necessary for the due performance of the Service Provider's obligations hereunder. The Service Provider further expressly agrees not to use or cause or allow to be used the Confidential Information or the Confidential Material not in any manner to promote or sell the products or services of any competitor of AHFL. The Service Provider hereby specifically agrees to indemnify and keep AHFL fully indemnified safe and harmless at all times against all/any consequences arising by any breach of this undertaking by the Service Provider and/or its Facility Staff and shall immediately reimburse, pay to AHFL on demand all damages, loss, cost, expenses (including legal costs and expenses) or any charges that AHFL may be required to suffer, pay or incur in connection therewith.

- 7.2 The provisions of the aforesaid clauses and the indemnity contained therein shall survive the termination and expiry of this Agreement.
- 7.3 The Service Provider further confirms that its Facility Staff shall have access to the Confidential Information only on a "need to know" basis and to the extent of and only in relation to the specific Service being provided hereunder.
- 7.4 The Service Provider hereby unconditionally agrees and undertakes that it shall not and ensures that its Facility Staff shall not (if the Facility Staff come to know by any means the terms of this Agreement) disclose or publish the existence or the terms or conditions of this Agreement, or, any information relating to AHFL's business which they may come across in the normal course of performing their duties to any third party. The Service Provider shall without prejudice to its obligations herein indemnify AHFL for any loss, damage or injury caused to AHFL from any disclosure or publication.
- 7.5 The preservation of Documents and data of AHFL by the Service Provider shall be in accordance with the legal / regulatory obligations of AHFL in this regard.

8 LIABILITY AND INDEMNITY

- 8.1 AHFL shall have no liability whatsoever for any loss or injury to the Service Provider and/or the Facility Staff caused or suffered in the course of performance of the Service Provider's obligations hereunder.
- 8.2 The Service Provider shall be responsible and liable for and shall indemnify AHFL and keep AHFL indemnified and safe and harmless at all times, against: -
- (a) Any and all claims, liabilities, damages, losses, costs, charges, expenses (including legal costs and fees), proceedings and actions of any nature whatsoever made or instituted against or caused to or suffered by AHFL directly or indirectly by reason of-
- (b) Any wrongful, incorrect, dishonest, criminal, fraudulent or negligent work, default, failure, misrepresentation, misfeasance, bad faith, and/or misconduct (including perpetration of, or

aiding and abetting fraud), breach of this Agreement, disregard of its duties and obligations hereunder, service, act or omission of or by the Service Provider and/or its said Facility Staff;

- (c) Breach of applicable laws and regulations by the Service Provider and / or the Facility Staff; and
- (d) Any theft, robbery, fraud or other wrongful act or omission by the Service Provider and/or any of its Facility Staff.

8.3 All indemnities provided by the Service Provider to AHFL under this Agreement shall survive the expiry and termination of this Agreement.

9. TERMINATION

9.1 AHFL shall be entitled to terminate this Agreement forthwith by giving a notice of it to the Service Provider in the event any one or more below occurs in the sole determination of AHFL:

- (a) Service Provider's breach of any one or more of the terms of this Agreement;
- (b) Change of control or ownership of the Service Provider;
- (c) Service Provider becomes insolvent, files for winding up/ insolvency/ bankruptcy, passes a resolution for voluntary winding up, or makes an assignment for the benefit of its creditors generally or any class of creditors;
- (d) A regulatory or statutory authority directs or instructs that AHFL terminate this Agreement or any part thereof; and
- (e) Continuation of this Agreement would result in a breach by AHFL of any laws or regulatory requirements or directions to which AHFL is subject.

9.2 In the event of termination of this Agreement in accordance with Clause 9.1 above:

- (a) The Service Provider shall not have any recourse to AHFL for any claim for compensation. Upon such termination, the Service Provider shall provide a pro-rata refund of the Fees to AHFL for Fees paid in advance for the period from the date of such termination; and
- (b) AHFL shall be entitled to retain from and out of the Fees or any monies then due to the Service Provider hereunder or which become due after termination thereof, any amount which, according to AHFL is due and owing to AHFL by the Service Provider arising directly or indirectly under this Agreement. Notwithstanding anything contained in this Agreement, AHFL reserves the sole right to decide and deem an act or omission, as the case may be, by the Service Provider to be a breach or contravention by the Service Provider of the terms of this Agreement, and such decision taken by AHFL in this regard shall be final and binding upon the Service Provider for the purposes of this Agreement.

9.3 In addition to Clause 9.1, AHFL shall have a right to terminate this Agreement without there being any need to assign any reason for such termination by giving one (1) month written notice to the Service Provider and the Service Provider shall not have any recourse to AHFL for any claim for compensation.

9.4 The Service Provider may terminate this Agreement without there being any need to assign any reason for such termination by giving three (3) month written notice to AHFL without being entitled to any recourse to AHFL for any claim for compensation.

10 POST TERMINATION/ EXPIRY RESPONSIBILITY OF THE SERVICE PROVIDER

10.1 Upon termination or expiry of this Agreement whether under Clause [9] above or any other reason whatsoever, the Service Provider shall:

- (a) Immediately deliver to AHFL any/ all such Confidential Information and Confidential Material, including the Documents, records of transactions, information data, including visiting cards, banners, posters, advertisement, or promotional materials or any other material bearing the logo/trademark of AHFL, held by it, in whatever form and medium, as well as any assets/equipment owned or leased by AHFL and which are in possession/custody/control of the Service Provider and / or its Facility Staff, to AHFL or destroy, delete or render unusable any or all such Confidential Information and Confidential Material, as may be directed by AHFL in writing; and
- (b) Forthwith remove all its Facility Staff together with its machines/equipment whatsoever, if any, from the premises of AHFL.

10.2 This is further subject to the fact that AHFL may at its option direct the Service Provider to finish any particular work/works which may at date of termination be under process or outstanding. Any breach of the obligation or delay in its implementation shall without prejudice to AHFL's other rights at law; result in damages at the rate and interest as stated in the Schedule of Fees attached hereto. This amount may without prejudice to all other rights of recovery vesting by law in AHFL be, also, recovered from the Fees or outstanding monies, if any, of the Service Provider which may at the date be outstanding in the hands of AHFL.

10.3 Furthermore, upon termination for any reason, AHFL shall have the right to:

- (a) Publicize the fact of such termination on AHFL's website or through any other medium and manner, so as to inform its client and customers of the termination hereof and ensure that its customers and clients do not continue to entertain the Service Provider; and
- (b) Inform any regulator or industry association with reasons for such termination.

11 NON-EXCLUSIVITY

11.1 This arrangement under this agreement is non-exclusive subject to provision of Clause 11.2 below.

11.2 The Service Provider (when engaged by AHFL under this agreement for any activity relating to its products) desirous to enter into similar agreement with any person other than AHFL in relation to products similar to the aforesaid products of AHFL serviced under this agreement by the Service Provider, then the prior written permission will have to be sought from AHFL in this regard, provided however, the Service Provider shall ensure that its entering into agreement with such other person shall not in any way conflict with or affect AHFL's interests, rights, remedies under this Agreement or in law or jeopardise the Service Provider's obligations under the terms of this Agreement.

12 PRINCIPAL TO PRINCIPAL AGREEMENT

It is understood that this Agreement is on a principal to principal basis and does not create and shall not be deemed to create any employer-employee or a principal-agent relationship between AHFL and the Service Provider and / or its Facility Staff. The Service Provider and/or its Facility Staff shall not be entitled to, by act, word, and deed or otherwise make any statement

on behalf of AHFL or in any manner bind AHFL or hold out or represent that the Service Provider is representing or acting as an agent of AHFL.

13 ASSIGNMENT AND SUB-CONTRACTING

13.1 The Service Provider shall itself perform its obligations under this Agreement and shall not assign, transfer or sub-contract any of its rights and obligations in relation to all or part of the Service or related thereto, under this Agreement, except with the prior written permission of AHFL.

13.2 In the event of sub-contracting, the Service Provider shall at all times remain responsible and liable to AHFL for all the actions of the sub-agents/ sub-contractors, assignee, or transferee, as the case may be, with no dilution or diminution of service, controls, penalties, etc.

13.3 Notwithstanding anything contained in the terms of this Agreement, the Service Provider shall ensure that such subagent, sub-contractor, assignee or transferee, as the case may be, under the provisions of Clause 13.1 of this Agreement, are bound by the terms of this Agreement.

14 NOTICE

Any notice or notification in connection with this Agreement shall be in writing and any notice or other written communication pursuant hereto shall be signed by the party issuing the same and shall be addressed to AHFL or the Service Provider at their respective addresses mentioned hereinabove or to such other address as the concerned party may inform the other party in accordance with the provisions of this clause. Any notice issued by AHFL addressed to the Service Provider and which has been put in the mail shall be deemed by that act alone to have been duly serviced on the Service Provider.

15 NO WAIVERS

No failure on the part of either party hereto to exercise, and no delay on its part in exercising, any right or remedy under this Agreement will operate as a waiver thereof nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy, and the same shall not affect in any manner the effectiveness of any of the provisions of this Agreement.

16 GOVERNING LAW AND JURISDICTION

All/any disputes between the parties in respect of any issues under this Agreement and arising/relating to this Agreement shall be governed by and construed in accordance with the laws of India and the parties hereto irrevocably submit to the jurisdiction of the Courts in Mumbai to try any suit, proceedings in connection therewith/in that behalf.

17 MISCELLANEOUS

17.1 Annexure / Schedules to this Agreement shall be deemed to be an integral part of this Agreement.

17.2 All indemnities given by the Service Provider shall survive the expiry or termination of the Agreement.

- 17.3 Clause headings are inserted for convenience of reference only and shall not be deemed to affect the interpretation of this Agreement or of any clause.
- 17.4 This Agreement may be executed in counterparts, all of which constitute one agreement between the parties hereto.
- 17.5 If any provision of this Agreement is held to be illegal, invalid, or unenforceable in whole or in part, the Agreement shall continue to be valid as to its other provisions and remainder of such affected provision.

IN WITNESS WHEREOF the parties hereto have hereunto executed these presents on the day and the date first hereinafter written.

| | | |
|---|------------|---|
| <p>For Agrim Housing Finance Private Limited</p> <p>Sign _____ Designation / Title : _____ (Authorized Signatory)</p> | <p>For</p> | <p>_____</p> <p>Sign _____ Designation / Title : Proprietor [Authorized Signatory] (Service Provider)</p> |
|---|------------|---|

SCHEDULE OF SERVICES (Details of the Service to be provided by the Service Provider)

| Sr. No. | Description | Details |
|---------|---------------------------|---|
| 1 | Agreement Date | |
| 2 | Agreement Validity Period | From Date _____ To Date _____ (Extendable basis extension Letter as per Agreement) |
| 3 | Nature of Services | Property Valuation Field Investigation Document Verification (RCU) Income Verification and Personal Discussion Collection Agency Housekeeping Agency Security Agency Recruitment Agency Others, Pls Specify _____ |
| 4 | Area of Operation | |
| 5 | Charges | As per Annexure attached |

| | |
|--|---|
| <p>For Agrim Housing Finance Private Limited For _____</p> <p>Sign _____</p> <p>_____</p> <p>Designation / Title: _____</p> <p>(Authorized Signatory)</p> | <p>_____</p> <p>Sign</p> <p>Designation / Title: Proprietor</p> <p>[Authorized Signatory]</p> |
|--|---|