

AGREEMENT FOR APPOINTMENT OF DIRECT SALES ASSOCIATE

This Agreement made on the _____ day of _____, 20____ at _____

BETWEEN

“IHLL” which shall mean and include the group of company(ies) incorporated, added, merged, amalgamated, associated as subsidiary and/or holding company(ies), de-merged, bifurcated, etc. under the brand name of IHLL, more particularly refers M/s India Home Loan Limited (IHLL) duly incorporated under the Companies Act 1956, having their registered corporate at 504- Nirmal Ecstasy, 6th Floor, J. S. Dosa Road, Mulund (W) Mumbai-400080, (hereinafter referred to as “IHLL”, which expression shall unless the meaning or context otherwise requires shall mean and include its successors and assigns) of the ONE PART;

AND

Mr./Ms. _____ S/o, D/o, W/o. _____ r/o _____ proprietor of M/s _____

and having its office at _____, hereinafter referred to as the ‘Direct Sales Associate’ and/or ‘DSA’ which expression unless repugnant to the context or the meaning thereof, shall mean to include its nominee/s, survivors/s, heir/s, legal representative/s, successor/s in business, assign/s, administrator/s, executor/s and liquidator/s etc. of the other part

OR

PARTNERSHIP FIRM: -

M\s _____ a Partnership Firm having its Office at _____ acting through _____ who is its partner and is duly competent to enter into the present agreement by virtue of Partnership deed dated _____ and/or authorization dated _____, hereinafter referred to as the ‘Direct Sales Associate’ and/or ‘DSA’ which expression unless repugnant to the context or the meaning thereof, shall mean to include its nominee/s, survivors/s, heir/s, legal representative/s, successor/s in business, assign/s, administrator/s, executor/s and liquidator/s etc. of the other part

OR

COMPANY:

M/s. _____ a Company Incorporated under the Companies Act having its Registered Office\Office at _____ acting through _____ who is its _____ and is duly competent to enter into the present agreement by virtue of Board Resolution dated _____, hereinafter referred to as the 'Direct Sales Associate' and/or 'DSA' which expression unless repugnant to the context or the meaning thereof, shall mean to include its nominee/s, survivors/s, heir/s, legal representative/s, successor/s in business, assign/s, administrator/s, executor/s and liquidator/s etc. of the other part

IHLL and the DSA, are hereinafter collectively referred to as "the Parties".

The reference to IHLL may be further added and/or deleted from M/s India Home Loan Limited. (IHLL) provided the same is communicated to and accepted by the DSA in writing.

Words importing one gender shall include all other genders and words importing the singular shall include the plural and vice versa.

WHEREAS

IHLL is inter-alia engaged in the business of providing LAP/HL. That each of the plan and/or scheme and/or _____ of Loan with respect to the appointment of the Direct Sales Associate are hereinafter referred to as the 'Product'.

IHLL for its LAP/HL business, and inter-alia for the marketing and/or distribution of the Products and promoting its business relating to LAP/HL and / or sourcing of Applications of prospective borrower(s) for providing LAP/HL from it, IHLL requires the specialised services of agencies.

The Direct Sales Associate has represented to IHLL that it has the requisite skills, knowledge, experience, expertise, infrastructure and capability to act and function as a Direct Sales Associate and efficiently and professionally market, propagate and advertise the Products. The DSA has also represented and assured IHLL that it has sufficient trained and experienced persons/employees having the requisite skills and knowledge to effectively perform the functions in terms of this Agreement and to tap the potential business opportunities and customers for the Products.

The Direct Sales Associate has offered its services to IHLL as a Direct Sales Associate and IHLL acting on the basis of the representations and assurances made by the DSA has agreed to appoint it as a Direct Sales Associate inter-alia for marketing, propagating and advertising the Products and for sourcing the customers and potential customers for the products. The objective of the appointment being to create and/or tap the potential available in the market for the business and/or products of IHLL.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

A. APPOINTMENT:

That in consideration of the terms and conditions hereinafter stated IHLL has agreed to appoint the Direct Sales Associate for inter-alia marketing and/or promoting its business relating to LAP/HL, and/or sourcing of files of borrowers across the country in India and for doing all such acts, deeds and things as stated in the present agreement. That the Direct Sales Associate also agrees that IHLL shall be entitled to issue guidelines, instructions, manuals and procedure etc. (herein after referred to as guidelines) from time to time as to the manner in which the Direct Sales Associate's duties and obligation under this Agreement shall be performed and the Direct Sales Associate shall ensure strict compliance of all the guidelines. The role of the Direct Sales Associate shall primarily inter-alia be that of a facilitator and a catalyst.

B. DUTIES, FUNCTIONS & OBLIGATIONS OF THE DSA:

The Direct Sales Associate shall undertake and perform, apart from the general operations, the following specific operations, duties and functions:

1. Referral of existing & potential Customers to avail of the Products (including by the process of advertising the products subject to prior written approval of IHLL);
2. To enhance and also simultaneously to tap the potential market for the Products and/or the business opportunities for IHLL.
3. The Direct Sales Associate and all its concerned staff shall make every possible effort to check and verify the bonafides and the credentials of the Customers/potential customers being referred;
4. Tele-calling Customers and/or Potential Customers on lists provided by the IHLL or developed by the Direct Sales Associate;
5. Holding exhibitions, seminars, demonstrations, campaigns and other means of displaying and propagating the Products;
6. To make all efforts to enhance the business reputation and goodwill of IHLL.
7. Assisting & Facilitating IHLL in the process of having the relevant Loan documentation prepared and/or executed pursuant and in accordance to the policies and procedures of the IHLL;
8. Forwarding the papers to the IHLL and/or to such verification agencies, lawyers, clerks, accountants and/or valuers etc., as may be appointed or designated by IHLL, for the purpose and assisting them and/or following up with them for the purpose of receiving and thereafter reviewing their reports and/or opinions and for the purpose of doing all the acts required till the account of the Customer is/are loaded on IHLL system. The DSA shall also provide to the verification agencies, lawyers, clerks, accountants and/or valuers

etc. all such papers and/or documents and/or details and/or clarifications and/or information as they may require from the Customer/proposed customer;

9. Referral of Customers through agents, brokers and other such channels will be done strictly in accordance with the prevalent law and the procedures specified in writing by IHLL from time to time;
10. Calling for papers/documents from Customers and collecting & reviewing the papers/documents produced by the Customers pertaining to their personal details, income, employment or professional status, property(s) owned by them, the security(s) offered including shares, securities insurance policies, and, such other information and documents as IHLL may require, and also to verify and to make all efforts to ensure that these documents and their copies (if any) are genuine documents/copies.
11. Prominently display and/or exhibit and/or mail and/or distribute all Product information brochures and other material (including promotional material) provided by IHLL;
12. Assisting Customers to prepare and file all the documentation (including but not limited to post dated cheques, security and other documents that may be required by IHLL) for the purpose of processing and/or sanctioning and/or disbursing the Loan that IHLL may require at any stage/point of time;
13. Attending to the Customers loan related service requests, processing and forwarding them to IHLL and coordinating with IHLL and completing/attending to these requests and routing them/reverting back to the customers;
14. To co-ordinate and communicate between the Customer/potential Customer and IHLL for all purposes & matters relating to the Product(s).
15. Do such work promptly efficiently and maintain the required confidentiality.
16. Such other duties, functions and operations as may be authorized and required in writing by IHLL;

C. INDEPENDENT SERVICE PROVIDER - PRINCIPAL TO PRINCIPAL

This agreement is being entered on a principal to principal basis and the Direct Sales Associate and/or their employees, staff etc. shall not be treated either as an Agent or an employee of IHLL and neither would they represent to be so. The Direct Sales Associate shall provide the said services hereunder as an independent service provider and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant, or employer and employee between IHLL and the Direct Sales Associate and/or the personnel assigned/provided/deployed by the Firm or provide either party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of any of them. The Direct Sales Associate acknowledges that its rendering of the said services is solely within its control subject to the terms and conditions

agreed upon and agrees not to hold itself out to be an employee of IHLL or any subsidiary or affiliate thereof. That the DSA hereby confirms and acknowledges that it is an independent service provider and IHLL shall be in no manner vicariously or in any other manner liable for any act or omission of the DSA and/or any of its employees/personnel etc.

The Direct Sales Associate's personnel, employees, agents, etc., have no authority/right to bind IHLL in any manner. It is also clarified that the personnel employed by the Direct Sales Associate will be governed by the terms of the Direct Sales Associate's employment and the Direct Sales Associate alone shall be responsible and liable in the event of any adverse claims of whatsoever nature made on IHLL by the Direct Sales Associate's personnel, employees, agents, or by any other person for any act and/or omission of the Direct Sales Associate and/or its personnel, employees, agents etc.

D. TRAINING

That in the event IHLL in its sole and absolute discretion requires the employees/personnel/staff etc. of the DSA to undergo training and/or retraining or attend some other workshop, seminar, etc. then the DSA shall ensure that its employees undergo such training and/or retraining or attend the workshop, seminar, etc. Further the DSA on IHLL request shall also be bound to provide such training and/or retraining or conduct such workshop, seminar, etc. as IHLL may require and in the manner that IHLL may require.

E. CLAIMS AND RESPONSIBILITIES

1. The representative or representatives to be nominated by the Direct Sales Associate will coordinate between the authorized Officer of IHLL and campaign personnel (who is to be appointed on the recommendation and/or approval of IHLL) to be engaged by the Direct Sales Associate for the purpose of this contract. The Direct Sales Associate shall be liable for all acts of its employees, persons, staff, personnel etc. that may cause any damage, loss or injury to IHLL and/or are considered as detrimental to the interest of IHLL and IHLL at its sole discretion without prejudice to its other rights and prejudices in law against the Direct Sales Associate, may call upon the Direct Sales Associate to compensate IHLL by way of damages to the extent of such loss or injury suffered by IHLL. The Direct Sales Associate will also be wholly liable/responsible for any breach/default either on the Direct Sales Associate's part and/or on the part of its personnel/employees, staff etc. and IHLL will be entitled to terminate this contract forthwith for such breach/default without assigning any reason whatsoever to the Direct Sales Associate and the Direct Sales Associate shall indemnify IHLL from any/all loss or damage arising out of such breach or default.
2. The role of the Direct Sales Associate is primarily of a facilitator and a catalyst and in no circumstances the Direct Sales Associate's Campaign Personnel will accept any deposits

and/or monies directly from anyone in cash. In case, the Direct Sales Associate's Campaign Personnel during his/her campaign is offered any cheque/Pay Order/D.D. (the DSA would ensure that such cheque/Pay Order/D.D. is drawn in favour of IHLL only and is duly crossed and marked "A/c Payee Only" and in case the same is a cheque then the same has been drawn on the customers own account) towards any deposit/other products of IHLL, the said campaign personnel will accept the same against receipt, for immediate onward delivery to IHLL, and hand over the same to the authorized officer of IHLL, before the close of business hours on the next working day. The Direct Sales Associate shall indemnify IHLL against and from all losses and damages by reason of any acceptance in cash and/or loss of such cheque/s, Pay Order, D.D. or mutilation or any misuse thereof till it is handed over to the authorized officer of IHLL.

3. The Direct Sales Associate shall ensure that all its employees/personnel, staff etc. who may carry out any function under and/or in respect the present agreement and/or appointment shall possess the minimum qualification and training as IHLL may in its sole discretion require and no person who is objected to by IHLL shall be engaged by the DSA. Further, the DSA exclusively and absolutely undertakes all liabilities concerning its campaigning personnel/staff, employees, or persons engaged to render the services hereunder and shall abide by all legal requirements that may be applicable to the engagement of such personnel and IHLL shall not undertake any responsibility or liability nor shall be responsible or liable in any manner whatsoever on this account. Accordingly, no claim shall be raised against IHLL in terms and/or in relation to any of the terms and conditions of such engagement. The Direct Sales Associate shall indemnify IHLL and keep it indemnified and save harmless at all times against all claims, actions, demands, suits and proceedings whatsoever which may be brought, commenced or instituted or prosecuted against IHLL and also against all losses, expenses, costs, charges, damages incurred, paid, suffered by IHLL or which IHLL may be caused to incur, suffer or pay by reason of or arising out of this contract or in relation to any acts and/or omission either on the Direct Sales Associate's part or on the part of the personnel to be engaged by the Direct Sales Associate for the purpose of this contract. The Direct Sales Associate will also indemnify IHLL against all and any liability that may accrue and/or on any claims, actions or proceedings that may arise for any default on the Direct Sales Associate's part on account of its failure to conform or comply with any obligation (whether statutory or otherwise) that the Direct Sales Associate is required to observe in respect of and for executing this contract.
4. It is expressly understood that none of the personnel appointed or engaged by the Direct Sales Associate for carrying out the services hereunder shall be deemed to be or construed in any manner whatsoever as employee(s) or staff or workmen of IHLL. IHLL shall under no circumstances be deemed to have any employer-employee relationship with them. In case of death or bodily injury or any other injury which may incur to any other staff /personnel/representatives of the Direct Sales Associate in the course of carrying out the

services hereunder, IHLL shall not be liable in any manner whatsoever or bound to pay any compensation or otherwise be responsible in any manner, whatsoever, for the same.

F. PERIOD

That the Agreement is effective for a period of one year from _____ and shall remain in force unless terminated in accordance with IHLL's right to terminate this agreement by giving fifteen days notice to the Direct Sales Associate. Further IHLL shall also be entitled to terminate this agreement by giving a 24-hour notice, in the event of any serious violation of the terms and conditions of the present Agreement. That the Direct Sales Associate agrees and undertakes that IHLL in its sole and absolute discretion would be entitled to decide whether a violation is a serious one or not and the discretion so exercised would be binding on the Direct Sales Associate.

G. FEES AND CHARGES/COMMISSION

1) That the fees and charges/commission if any for the services rendered are prescribed in Annexure-I, attached hereto. The DSA confirms and agrees that IHLL shall be entitled to vary/alter/amend the Fees structure at any stage (even with retrospective effect) without any advance notice to the DSA and the DSA shall be bound by such Fees structure. Further, IHLL shall also be entitled to set up/assign targets for the DSA and fix such fees structures that are based on the business generated and/or target achievement by the DSA.

2) That the fees structure is inclusive of all taxes, deductions, cess, levies, duties etc. (whether past, present and/or future) and all the payments to the Direct Sales Associate shall be made after making statutory deductions, if any under the relevant laws. IHLL shall also have right to set off, deduct and recover from the fees and/or charges and/or from any other sum payable to the Direct Sales Associate, any and all amounts which may or become payable by the Direct Sales Associate to IHLL even if the same is in respect of any indemnity offered by the DSA.

3) That the Direct Sales Associate shall furnish a personal guarantee of its Managing Directors/ partner, guaranteeing the due performance by the Direct Sales Associate of its obligations under this Agreement.

H. DIRECT SALES ASSOCIATE'S REPRESENTATIONS AND WARRANTIES

The Direct Sales Associate hereby represents warrants and confirms as hereunder: -

1. That the Direct Sales Associate has full capacity, power and authority to enter into this agreement and the agreement so executed and delivered would be legally binding and the DSA would be duly bound by it.
2. That the Direct Sales Associate is fully entitled to carry out and observe all its duties, obligations and all the terms and conditions of the present agreement and is not precluded for any reason whatsoever from entering into the present agreement and/or carrying out

its obligations and observing the terms and condition of the present agreement or any part thereof.

3. That the Direct Sales Associate has all the necessary permissions, approvals, consents etc. required for the purpose of entering into the present agreement and for the purpose of observing its obligations, duties, covenants etc. under the present agreement. That the Direct Sales Associate further represents and assures IHLL that it would also ensure it would continue to have the full capacity, power and authority to carry out and perform all its duties and obligations as contemplated herein and if required would take all necessary and/or required approvals for and at all times during the continuance of this agreement.
4. That the Direct Sales Associate has the necessary skill, knowledge, experience, expertise, adequate capital, competent personnel, infrastructure, computer and other systems and procedural know-how and capability to perform its obligations in accordance with the terms of this Agreement and to the complete satisfaction of IHLL.
5. The execution of this Agreement and providing services by the Direct Sales Associate to IHLL, does not and will not violate, breach and contravene any of the terms and conditions of any Agreement entered with any third party/ies.
6. That the Direct Sales Associate has complied and shall continue to comply with all laws including labour enactments, rules etc and has obtained all necessary permissions / licenses /authorizations required under law from all concerned authorities, departments etc. including from the central, state and local authorities and has also obtained all required permissions / licenses for carrying out its obligations under this agreement.
7. That the DSA (including its directors/partners/management/officers/employees etc. and their family members) has no pecuniary or other interests (in any manner whatsoever) which may be prejudicial, conflicting to the interest of IHLL and/or the performance of the present agreement.

I. DIRECT SALES ASSOCIATE'S CONVENANTS

The Direct Sales Associate hereby agrees, undertakes and confirms as under:

1. That the Direct Sales Associate shall carry out all its obligations and functions under this agreement strictly in accordance with all the guidelines prescribed by IHLL in connection with this agreement from time to time. The DSA undertakes to keep himself informed of all the guidelines of IHLL whether or not the same are specifically sent to him/it or not and for this purpose the DSA would also inter-alia regularly check the web site of IHLL.
2. That the Direct Sales Associate shall immediately notify IHLL in writing of any event which may result in and/or which may give reason to believe that there may be work stoppage, slowdown, labour dispute, strike, any labour disruption or any other such impediment(s) or disruptions in the due performance of the duties, functions and obligations of the Direct Sales Associate under this Agreement. The Direct Sales Associate

shall forthwith submit a report of the events resulting in stoppage of work to IHLL. The Direct Sales Associate agrees that notwithstanding anything contained in this agreement in the event of any of the eventualities mentioned herein above IHLL shall have a right to terminate this agreement by giving fifteen days notice to the Direct Sales Associate.

3. That the Direct Sales Associate shall not at any time use or attempt to use name of IHLL or logo for any purpose including for the purpose of this agreement unless prior written permission/authorization from IHLL has been obtained. Further all stationery, Boards, Advertising Material, letterheads, envelopes etc. of the DSA shall require the prior approval of IHLL and shall also comply with the guidelines issued by IHLL.
4. That the Direct Sales Associate shall ensure that its employees/personnel shall at all times conduct themselves within the parameters of laws and shall not commit, abet or permit the commission of any illegal act while working in the course of this agreement and in the event of any illegal act being committed or abetted, the Direct Sales Associate shall be solely liable for the same and shall also be inter-alia liable to pay to IHLL any loss and/or compensation for loss of goodwill/ business suffered by IHLL.
5. That the Direct Sales Associate shall obtain all the requisite/required license and/or permission and/or authorizations under all the applicable laws and keep the same valid and subsisting at all times during the tenure of the present agreement.
6. That the Direct Sales Associate shall maintain all the registers and records required to be maintained and, in the manner, required, under the various labour enactments and rules framed there under.
7. That the Direct Sales Associate shall ensure that -
 - i. No personnel employed by the Direct Sales Associate shall commit any misconduct or act(s) in contravention of any of the provisions of this agreements or instructions issued by IHLL from time to time and/or commit any fraud or is involved in any criminal or civil case. If any personnel commit any act and/or omission and/or misconduct or is any manner involved in a criminal and/or civil case or is guilty of acting in contravention of any provision of this agreement or any law the Direct Sales Associate shall be solely and entirely responsible for the same and shall further ensure that no liability and/or loss and/or claim etc. comes upon IHLL.
 - ii. The Direct Sales Associate and/or any of its employees or any other person employed by the Direct Sales Associate for the purpose of this agreement shall not use any immoral, unethical, illegal or unlawful means in performing its obligations under this agreement. In case any such means are employed by the Direct Sales Associate and/or its employees or any other person, then the Direct Sales Associate alone shall be responsible for the same,

Further, the Direct Sales Associate agrees to indemnify and keep IHLL indemnified and safe from the consequence of any such act of the personnel and also against any suits,

claims, demands, petitions, actions, proceeding etc. that may be filed/initiated against IHLL by any person for any reason whatsoever as a result which IHLL has suffered or is likely to suffer any loss, damages, claims, costs, charges, expenses, etc.

8. That the personnel employed by the Direct Sales Associate shall not have any claim whatsoever on IHLL and shall not raise any industrial dispute, either directly or indirectly, with or against IHLL, in respect of any of the service condition or otherwise.
9. That it is further expressly clarified and agreed that in case of death or bodily injury to any such personnel appointed by the Direct Sales Associate in some course of carrying out of the services of this agreement, IHLL shall not be liable or bound to pay any monetary compensation or otherwise be responsible in any way, whatsoever.
10. That the Direct Sales Associate shall immediately notify IHLL in writing if any of its employee or any other person engaged by the Direct Sales Associate has committed breach of any of the employment agreement and/or has committed any act amounting to moral turpitude and/or has been arrested by the police and/or removed from the employment of the Direct Sales Associate and/or committed any act which in the opinion of the Direct Sales Associate affects the integrity of the person. IHLL shall have the right to call upon the Direct Sales Associate to replace any personnel of the Direct Sales Associate who in sole opinion of IHLL is jeopardizing the interest of IHLL and the Direct Sales Associate shall forthwith comply with the demand of IHLL.
11. That the Direct Sales Associate shall procure from all its employees (whether presently working with the Direct Sales Associate or employed by it in the future) and from such other staff as IHLL may require, an undertaking not to disclose to any third party any confidential information or knowledge concerning the business of IHLL and take such steps at the Direct Sales Associates own expenses as IHLL may direct in order to enforce or restrain any breach of the terms of any such undertaking.
12. That the Direct Sales Associate shall maintain its office (both interior and exterior) and the infrastructure required to the complete satisfaction of IHLL at all times. The DSA shall also observe such working hours as IHLL may specify and/or require.
13. That the Direct Sales Associate undertakes to execute such other documents as may be required by IHLL.
14. That the Direct Sales Associate and its employees, staff, agents etc. shall not in any manner forge/fabricate/manipulate/tamper any documents submitted by the borrower/customer/potential customer for availing LAP/HL, & from IHLL. The Direct Sales Associate shall also be liable in the event of submission of any such fake/forged document.
15. That the Direct Sales Associate, shall not in any manner and in any circumstance accept any separate fee/charges/commission from any borrower in any manner whatsoever

(whether directly or indirectly or in kind) at any point of time including but not limited to the time of logging/sourcing or even after disbursal, failing which the Direct Sales Associate will be liable for any losses/damages incurred and for the loss of business/goodwill to CSL and IHLL shall be entitled to file and/or prosecute against the Direct Sales Associate both civil and criminal remedies.

16. That in the event of any violation/non compliance/breach of any of the representations, covenants, warranties, clauses or sub- clauses etc. of this agreement, the Direct Sales Associate shall be liable to indemnify and immediately pay on demand all the losses/damages incurred and also for the loss of business/goodwill suffered by IHLL and also keep IHLL indemnified and safe from all actions (including legal action) which are a consequence (whether direct or indirect) of the acts and/or omissions of the DSA and/or its employees, staff/personnel etc.
17. That the Direct Sales Associate and its personnel shall not claim any lien on the amount collected by the Direct Sales Associate even if any amount is due and payable by IHLL to the Direct Sales Associate. Further the Direct Sales Associate shall hold all such monies/amounts that may come into its possession in trust for IHLL.
18. That the DSA would maintain all the required records, registers, accounts, documents and in such manner that IHLL may require and IHLL and/or its officers, agents, employees etc. shall be fully authorized and entitled to enter and call for and/or inspect the office of the DSA and also such records at all times and even without any prior notice and the DSA and its employees/staff/personnel etc. shall extend full co-operation and assistance for such inspection.
19. That the DSA would not do/commit and act and/or omission, which in the sole and absolute opinion of IHLL would be in conflict with the interest of IHLL.

J. ADVERTISING:

The Direct Sales Associate agrees to advertise its services either alone or jointly with IHLL in offering/promoting the Products and that no such advertisement shall be issued or published without the prior written approval of the designated officers of IHLL. In all advertising materials, the Direct Sales Associate agrees to prominently display that it is an associate of IHLL and no material shall or any part thereof shall be misleading or contain any misrepresentation on any account.

If any advertisement is issued or published by the Direct Sales Associate, alone, it shall itself pay the cost thereof and if it is issued or published jointly by the Direct Sales Associate and IHLL, the cost thereof shall be borne in such manner as may be mutually agreed in writing prior to the publication. The Direct Sales Associate agrees to provide adequate space at its business premises for the proper display of IHLL brochures and other promotional materials in relation to the Products. The DSA would also follow and comply with all the guidelines/requirements that IHLL may require including for the distribution of any advertising material.

K. CONFIDENTIALITY AND NON-DISCLOSURE:

1. All details, documents, data, application, software, systems, papers, statements, business/customer information and IHLL's practices and trade secrets (hereinafter referred to as 'confidential information') which may come to the knowledge and/or be communicated to the Direct Sales Associate and / or its employees shall be treated as absolutely confidential and privileged; and the Direct Sales Associate irrevocably agrees and undertakes and ensures that the Direct Sales Associate and all its employees shall be keep the same secret and confidential and not disclose the same, in whole or in part, to any person without the prior written permission of IHLL nor shall use or allow to be used any information except to the very limited extent that may be required for the due performance of the Direct Sales Associate's obligation hereunder. The Direct Sales Associate hereby specifically agrees to indemnify and keep IHLL indemnified, safe and harmless at all times against all and for any consequences that may arise out of any breach of this undertaking by the Direct Sales Associate and/or its employees and shall immediately reimburse and pay to IHLL on demand all damages, loss, cost, expenses or any changes that IHLL may suffer, incur or pay in connection therewith.
2. Take all necessary action to protect the confidential information against misuse, loss, destruction and/or alteration and to maintain all such information in the manner and mode specified and/or required by IHLL.
3. Not to misuse or permit the misuse (whether directly or indirectly) and/or commercially exploit the confidential information for economic or any other benefit.
4. Not to make or retain any copies or record of any confidential information submitted by IHLL other than as may be required for the performance of the Direct Sales Associate 's obligation under this agreement. Further, the Direct Sales Associate agrees and undertakes to destroy all such copies and/or record after the purpose of the same has been achieved and/or when IHLL so requires.
5. The Direct Sales Associate shall promptly notify IHLL of any unauthorized or improper use or disclosure (that may come its knowledge) of the confidential information.
6. Return all the information, material, records, material etc. which is in the custody of the Direct Sales Associate at the end/termination of the present agreement.
7. The Direct Sales Associate hereby unconditionally agrees and undertakes that it and/or it's personnel shall not disclose or publish the terms and conditions of this agreement or of any information submitted by IHLL or otherwise coming to its/their knowledge under this agreement to any third party unless such disclosure is required by law.

L. INDEMNITY:-

The Direct Sales Associate hereby agrees and undertakes to indemnify and keep IHLL indemnified & safe at all times against: -

- i) All loss/es, misappropriation, misuse or damage of any of the documents and/or any other security instruments which may be in possession of the Direct Sales Associate or its personnel or within the control of the Direct Sales Associate or its personnel.
- ii) Any or all claims, liabilities, damages, losses, costs, charges, expenses, proceedings and actions of any nature whatsoever made or instituted against IHLL and/ or any customer directly or indirectly by reason of-
 - a) Any wrongful, incorrect, dishonest, criminal, fraudulent or negligent work, misfeasance, disregard of duties by the Direct Sales Associate or its personnel: and /or
 - b) Any theft, robbery, fraud or wrongful act or omission by the Direct Sales Associate or its personnel: and/or
 - c) Any breach of any of the provisions of the agreement or any of the annexure(s) by the Direct Sales Associate or its personnel: and/or
 - d) Any loss or damage caused to IHLL or its customer for any default or mistake or error or commission or omission and/or any act which is not authorized or done in accordance with the procedure laid down by IHLL and/or
 - e) Any loss or delay in handling/depositing the amount paid by the customers to IHLL and/or
 - f) Any loss that may be suffered by IHLL as a result of incorrect calculations by the Direct Sales Associate or any of its employees or any person engaged by it.

All indemnities shall be in addition to one another and shall also survive expiry of termination of this Agreement and the Direct Sales Associate shall continue to be liable under all the indemnities contained in the present agreement (whether in the present clause or otherwise).

M. TERMINATION

That, without any prejudice to the rights and remedies available to IHLL under this Agreement, IHLL shall have the rights to terminate this Agreement by giving 15 days notice without assigning any reason whatsoever, further IHLL shall also be entitled to terminate this agreement by giving a 24-hour notice, in the event of any serious violation of the terms and conditions of the present Agreement. That the Direct Sales Associate agrees and undertakes that IHLL in its sole and absolute discretion would be entitled to decide whether a violation is a serious one or not and the discretion so exercised would be binding on the Direct Sales Associate.

N. EVENTS OF TERMINATION

That, without any prejudice to any rights of IHLL, IHLL shall be entitled to terminate this Agreement:

- i) If the Direct Sales Associate fails or neglects to observe or commits or any breach of the terms, conditions, provisions or stipulations of this Agreement, or allows and/or permits any such breach to be committed; or
- ii) If any breach of the terms, conditions, provisions or stipulations of this Agreement is committed and such breach is remediable and if IHLL the Direct Sales Associate fails to provide the required remedy for such breach within reasonable time (that this clause shall be in addition and not in substitution of clause N (i) immediately above; or
- iii) If any of the representations made by Direct Sales Associate are found to be false or wrong; or;
- iv) If the Direct Sales Associate commits any act or omission as a consequence of which the business of IHLL may suffer or is likely to suffer; or
- v) If the Direct Sales Associate acts beyond the scope of the Agreement or is suspected of falsifying and/or tampering and/or forging records and/or furnishing to IHLL and/or the Customers any false records and/or information; or
- vi) If in the sole and absolute opinion of IHLL it's rights and/or goodwill and/or reputation and/or business suffers and/or is likely to suffer due to any act(s) or omission(s) of Direct Sales Associate and/or its employees, personnel, agents etc.
- vii) If the DSA commits any act and/or omission or on the occurrence of any event which in the sole and absolute opinion of IHLL renders the DSA incapable of effectively carrying out the purpose of the present agreement.

In addition to the above IHLL is also entitled to terminate the present agreement for any reason whatsoever that it may so deem appropriate in its sole and absolute discretion and even without disclosing such reason.

O. CONSEQUENCES OF TERMINATION

That, upon the termination or expiration of this Agreement for any reason, the Direct Sales Associate shall:

1. Immediately cease to operate as the Direct Sales Associate and not hold/represent itself in any manner as the Direct Sales Associate of IHLL. and refrain from any act and/or omission that would or may indicate any relationship between it and IHLL.
2. Return to IHLL forthwith all documents, statements computer floppies and all other materials and documents that may have come into its possession whether the same are confidential or otherwise.

The expiration or termination of this Agreement shall be without prejudice to the accrued rights of the parties.

P. NO WARRANTIES WITHOUT AUTHORITY

That, the Direct Sales Associate shall make no statement, representation or claim and shall give no warranty to any person in respect of the business of IHLL except to the very limited extent that may be specifically authorized in writing by IHLL.

Q. ASSIGNMENTS AND SUB-CONTRACTING

The Direct Sales Associate shall itself perform its obligation under this agreement and the Direct Sales Associate shall not assign, transfer or sub-contract any of its rights and obligation under this agreement or any part thereof to anyone, except with prior written permission of IHLL. However, IHLL shall be entitled to assign/transfer its rights and benefits under this agreement, to any third party/person/entity etc. as it may require.

R. NOTICE

That any notice or request or communication to be given or made by a party to the other shall be in writing and shall be sent to the concerned party(s) at the address mentioned above in the present agreement.

That the notice/request/communication sent by the Direct Sales Associate to IHLL shall be vide Pre-paid Registered AD Post/Speed Post and shall be deemed to have been received by IHLL, when it shall have actually been actually received by IHLL.

That the notice/request/communication sent by IHLL to the Direct Sales Associate may be sent in any manner that IHLL may so deem fit and proper (in its sole and absolute discretion) and the same shall be deemed to have been received by the Direct Sales Associate: -

- i. if given by post on the expiration of 2 days after the same shall have been delivered to the post Office,
- ii. if given by telegram then on the expiration of 24 hours after the telegram shall have been delivered to the telegraph office and for proving the service it shall be sufficient to show that the envelope containing the notice was properly addressed and posted,
- iii. and if delivered personally, when left at the address of the Direct Sales Associate as aforesaid, and a certificate by an Officer of IHLL who sent such notice or communication that the same was so given or made shall be final and conclusive.

S. COMPENSATION

That in the event of any loss and/or damage and/or expense etc. being incurred and/or suffered by IHLL and/or by any client of IHLL due to the failure and/or breach on part of Direct Sales Associate as to its obligations, duties, indemnities, representation and/or terms of this agreement (whether the same is willful or not), the Direct Sales Associate shall be liable to pay to IHLL thrice the amount of such loss and/or damage and/or expense etc. incurred by IHLL and/or its client, including the loss of business and goodwill of IHLL. Further the DSA shall be liable to pay interest @ 18% per annum on all amounts payable by it to IHLL whether under the present agreement (including towards indemnification) or otherwise.

T. TIME IS THE ESSENCE

Time shall be the essence of this agreement in so far as it relates to the observance and/or performance by the Direct Sales Associate of all or any of its obligations under this agreement.

U. ARBITRATION & JURISDICTION

That in the eventuality of any dispute or difference should arise on any matter relating to or arising out of the of the present agreement and/or any amendment, modification, supplementary agreement thereof, whether during its subsistence or thereafter the same shall be referred to the Sole Arbitration of an arbitrator to appointed by IHLL whose decision shall be final and binding upon the parties. The sole Arbitrator shall conduct the arbitration proceedings at New Delhi/Delhi. It is also mutually agreed between the parties that IHLL would be entitled to invoke the present arbitration agreement even after the termination of the same. That in the event of such an Arbitrator to whom the matter has been originally referred dying or bring unable/failing/refusing to act for any reason whatsoever and/or withdrawing from his office at any stage/time, IHLL shall be entitled to appoint another person to act as the Sole arbitrator. That such arbitrator shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also agreed between the parties that arbitration proceeding would be conducted in English only and in no other language. That the Courts at Delhi shall have exclusive jurisdiction (subject to the arbitration proceedings which are to be also conducted at Delhi) over any or all disputes arising out of this Agreement and the parties hereby submit themselves to the jurisdiction of such Courts and/or Tribunals.

V. General:

1. This Agreement shall not be supplemented, interpreted, amended or modified in any manner except by in writing signed by a duly authorized officer or representative of each of the Parties hereto. Such an Agreement containing the additions, deletion and/or alteration and signed by all parties hereto shall form an annexure and be deemed to be apart of to this Agreement.
2. The heading to the clauses in the present Agreement shall be read in conformity to the contents of the clause and/or Agreement and in case the same is in contradiction to the terms and conditions of the Agreement then the terms of the Agreement shall have precedence,
3. This Agreement, together with all annexure attached hereto, which are incorporated herein by this reference, constitutes the entire Agreement between the parties and supersedes all prior oral and/or written negotiations and Agreement between the parties with respect to the subject matter hereof.

4. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of prohibition or unenforceability but shall not invalidate the remaining provisions of this Agreement or Agreement or affect such provision in any other jurisdiction.
5. The territory in which the Direct Sales Associate shall render services will be _____

In witness, whereof IHLL and have executed this agreement at Mumbai on the ____ of _____, 20____.

Signed, sealed and delivered by the

Signed, sealed and delivered

Within named IHLL

by the within named Direct Sales though its Associate through its

Authorized representative.

Authorized representative

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

In the presence of:

In the presence of:

Witness1: _____

Witness1: _____

ANNEXURE-I

Annexure of rates

The rates payable towards Services provided for disbursal of Loan application, as per this agreement, and as mutually agreed by both the parties are as below:

Product	No. of Loan Appl. Forwarded / Sourced	Sanctioned Total Loan Amount	Other Charge Payable	Service Tax Payable

Signed, sealed and delivered by the
Within named IHLL,
through its
Authorized representative.

Signature: _____

Name: _____

Title: _____

Date: _____

In the presence of:

Witness1: _____

Signed, sealed and delivered
by the within named Direct Sales
Associate through its
Authorized representative

Signature: _____

Name: _____

Title: _____

Date: _____

In the presence of:

Witness1: _____