

[To be stamped for Agreement & Indemnity]

CONNECTOR AGREEMENT IN CONNECTION WITH MARKETING, SOURCING AND ALLIED ACTIVITIES.

This agreement is made and entered into on this _____ day of _____ 20____
By and Between

Roha Housing Finance Private Limited (RHFPL) a Company incorporated under the provisions of the Companies Act, 2013, having its registered office at JJT House, Plot No. A/44-45, Road No. 2, MIDC, Andheri East, Mumbai 400093, having Corporate Identity number U65999MH2017PTC293277 hereinafter referred to as "The Company" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns and referred to as the party of the One Part.

AND

Mr. _____ /Ms. _____ Indian inhabitant(s), residing at or/ and carrying on business at _____

_____ ; OR Messrs _____

a partnership firm carrying on business at _____

_____ duly represented by its partner/s _____ ; OR

_____ , a company registered and incorporated under the

provisions of Companies Act 1956 or Companies Act 2013 as the case may be,

having its registered office at _____ represented by its

duly constituted attorney Mr. /Mrs. _____

hereinafter referred to " Connector " (which expression shall unless it be

repugnant to the context or contrary to the meaning hereof be deemed to

mean and include his /her /its legal heirs, executors , administrators ,successors

in interest and permitted assigns) of the Other part

Company and the Connector are collectively referred to herein as "Parties"

WHEREAS :

1. For the purpose of business convenience and with a view to effectively put into practice the products and Services listed in Annexure I herein in the places more particularly mentioned in Annexure II herein (hereinafter referred to "territory") and more specifically as dealt with in these presents, the Company is desirous of utilizing one or more Connector/s to present and market the products and Services to the customers.

2. The Connector named herein has represented and offered to the Company that it has the necessary skill, experience, expertise and infrastructure to act as the Connector to the Company to source, market and to carry out the incidental / allied activities related thereto within the territory. 3.

Relying on the representation made by the Connector the Company has accepted the said offer and hereby engages the Connector to market the products and to source the business for the Company within the territory, on a non exclusive basis and subject to the terms and conditions contained hereunder :-

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

1. **Tenure** :- This agreement shall come into force on its execution and shall continue till such time until terminated in the manner as mentioned in clause on termination of this agreement.

2. **Duties, responsibilities and allied covenants of/by the Connector**

a. The Connector shall:-

i. Create a database of customers and allow the Company full access thereto

ii. Disseminate the information and answer enquiries about the products to the customers ,including the walk in customers or on the phone

iii. Explain to customers in a simple ,transparent and convincing manner the terms and conditions of various products of the Company

iv. Provide information to the Company on the status of the documentation or about the customers

v. Assist customers to fill up the application form to avail the facility from the Company

vi. Call for from the customers and review and collate the papers produced by them and such other information and documents as the Company may require from time to time

vii. Assist customers to prepare and file the final product documentation and to make available to the Company all the necessary documents and particulars as per Company's policy including KYC compliance documents.

viii. Provide the customers with information on the status of their applications.

ix. Arrange cheque/s and documents pick up , delivery and courier Services from and to the Company and the customer

x. Attend to the customer's loan related Service requests, processing and forwarding them to the Company and co- coordinating with the Company for the completion of these requests and routing them back to the customers

b. The Connector shall put forth all mechanisms in place to the best of his / its ability to increase the business volume of the Company, to the complete satisfaction of the Company. It shall represent the interest of the Company through systematic canvassing, and Services to potential customers within the territory and assisting the Company in schemes for publishing the activities of the Company as and when required by the Company. The Connector shall introduce the potential customers to the Company to enable the customers to enter into agreements directly with the Company. It shall use its best endeavors to source and recommend only those persons or entity as customers who are creditworthy ,bonafide and genuine and who are capable of complying with the obligations on their part specified in the facility agreement / connected writings.

c. The Connector shall provide such assistance and support to the Company during the advertising campaigns, mailers, loan melas or any such other promotional activities as and when required by the Company.

d. The Connector shall render all necessary assistance to the Company in completing the execution of the loan and security documents (as per the extant guidelines of the Company) by the customer (borrower) to whom the Company has sanctioned the credit facility / financial assistance . Further, the Connector shall forward the papers , documents and related particulars in a secured manner to such verification agencies, lawyers, accountants or valuers as may be appointed or designated by the Company and to follow up with them to receive their reports or opinions as expeditiously as possible .

e. The Connector shall also be responsible as and when requested by the Company to assist the Company in recovering the outstanding dues from the defaulting customers (borrowers), if any, in the manner as required by the Company in writing from time to time.

f. It is one of the paramount duties of the Connector to ensure that the obligations under this agreement will be undertaken and performed by his /its staff/personnel/representatives who possess adequate qualifications, experience, competency and skill sets who shall comply with the Code and all obligations of the Connector contained in this agreement besides applying the good industry practice. Furthermore, neither the Connector nor its personnel / employees /representatives shall make any unauthorized statements, claims, warranties or representations concerning the Company or its products and Services. Also, neither the Connector nor its personnel/ employee / representatives shall engage in any conduct (either in writing or verbally) that may be prejudicial to the interest, business, good will or reputation of the Company.

g. It is distinctly agreed upon and clearly understood by the Connector that it (the Connector) is not authorized to:

i. Represent or hold itself out as a permanent and general agent or representative of the Company, save and except what is expressly agreed by the Company herein or to be communicated to the Connector in writing from time to time.

ii. Hold out any promises to applicants or guarantors of acceptance of their applications for any loan facility, product or Services by the Company

iii. Collect / levy any fees and /or other monies from applicants, except in cases where the Connector is specifically authorized by the Company in writing to do so.

iv. Misuse the database created by it for the Company by transferring loans elsewhere or sharing the information with peer Company's/banks or to any third party / person or in any other manner or act which will be detrimental to the interest of the Company.

h. The Connector shall not appoint any sub agent or otherwise transfer any of its rights and obligations under this agreement to any person / third party, without the explicit prior written consent of the Company.

i. All money, cheques and other negotiable instruments , securities, policies and any other documents /particulars handled ,delivered, collected or possessed by the Connector (ifany) on behalf of any customer or the Company shall be as that of a trustee for and on behalf of the customer or the Company as the case may be.

j. The Connector shall allow the Company a reasonable opportunity during business hours to inspect any of the premises/offices located in India/Abroad of the Connector to verify the quality of Service, stationery and point of sale advertising materials and other product related materials or terms/practices on the said premises

k. The Connector agrees to allow the National Housing Bank (NHB) or persons authorized by the Company or NHB to access the Company's documents, records of transactions and other necessary information given to, stored in or processed by the Connector within a reasonable time. In the event the same are not made accessible to NHB or the Company within a reasonable time, the Company reserves the right to recover from the Connector the supervisory fee, if any, to be paid to NHB by the Company. The Connector hereby recognize the right of the Company or the NHB to cause an inspection to be made on the Connector and its books and accounts by one or more of its officers or employees or other persons.

l. The Connector shall submit its financial statements, reports, information, data, documents etc., periodically to the Company or to its (Company's) auditors in the manner to be stipulated by the Company whenever necessitated.

m. It is hereby declared and confirmed by the Connector that it is duly updated on the legal and regulatory requirements with regard to the Services undertaken per this agreement and shall keep itself updated about such legal and regulatory provisions from time to time during the currency of this agreement and its renewal (if any)thereof.

n. The Connector shall abide by the Model Code of conduct issued by National Housing Bank and/or any other Regulatory/Statutory bodies and its amendments from time to time and also execute any documents as may be required in this regard and any breach of the code shall be an event of termination of this agreement apart from the right of the Company to demand / claim adequate damages.

- o. Such other duties, functions and operations as may be explicitly authorized in writing by the Company from time to time.
- p. The Connector shall be solely responsible for any misuse of client confidential information including personal details and for the compliance with all the applicable laws, rules and regulations pertaining to telemarketing guidelines and as may be issued by Telecom Regulatory Authority of India (TRAI).
- q. Further, the Connector agrees and confirms that it shall ensure compliance with all the applicable requirements of scrubbing the telephone/ mobile numbers of the prospective customer with the data base as may be available for do not disturb (DND) registry provided by the regulators (National Telemarketer Register) as may be issued from time to time.
- r. The Connector shall ensure that neither him/ her any other are falling into the category of close relative. Even if there is any family relative connected the same shall be disclosed to the Company and seek prior written approval.

3. Company's right /discretion

It is distinctly and succinctly agreed upon by the parties herein that the Company is under no obligation to accept the customers sourced or proposed or recommended by the Connector and that the Company may in its sole discretion and without assigning any reason refuse to consider or accept the customers sourced or proposed or recommended by the Connector.

The arrangement as agreed under this Agreement is and shall continue to remain subject to verification that the Company may deem fit , which the Company shall carry out at its sole discretion from time to time.

4. Consideration payable by the Company to the Connector and the Company's rights connected therewith.

- a. In consideration of the Services agreed to be rendered to the Company by the Connector under this agreement, the Company agrees to pay the Connector the remuneration / fees in the manner as stated in Annexure III to this agreement which shall be final and binding on the Connector. Service tax liability, any existing/new taxes, cess and other outgoings of any kind will be borne by the Connector. The Connector is bound by the Company's terms and conditions in respect of selling of products along with his primary role as a sourcing/marketing agent of the products as specified in Annexure I. In the event of non compliance of the same by the Connector, in addition to its (Company's) other rights, the Company shall be at liberty (at its sole discretion) to alter/vary the terms of remuneration of the Connector.

- b. The Connector must undertake post disbursement activities too which may require the customer to comply with funding conditions or submission of documents. In the event of non compliance of the same by the Connector, in addition to its (Company's) other rights, the Company shall be at liberty (at its sole discretion) to alter/vary the terms of remuneration of the Connector.

No remuneration shall be payable to the Connector for any renewal of any loan, or line of credit relating to any loan granted by the Company to any borrower (customer) who had already been granted a loan or such line of credit. It is agreed upon by the parties herein and the Company reserves its absolute right and discretion to exercise lien on such remuneration payable to the Connector or to reverse / recover the remuneration already paid if the Company is of the opinion that the loan account sourced by the Connector had gone bad or became a non performing asset due to lack of quality Service on the part of the Connector. The said opinion and the decision of the Company pursuant thereto shall bind the Connector in all respects.

5. Personnel/ Employees/other Staff engaged by the Connector

Subject to what has been stated in clause (3) above, the Connector shall maintain full details pertaining to such personnel employed / engaged by it and shall provide such details to the Company as and when required by the Company. It is specifically agreed by the parties herein that the Connector shall be solely responsible and liable in all respects for its employees / personnel/other staff including (but not limited to) any breach of violation of the terms contained in this agreement or for any acts or omission or commitments by them.

The Company shall not at any point of time be liable or responsible for the salaries, remuneration, perquisites or other conditions or Services of the personnel/ employees/ other staff (whether full time or part time) engaged by the Connector.

Nothing in this agreement shall create or be deemed to create the relationship of master and servant between the Company and the Connector or the personnel/employees/other staff of the Connector. It is expressly agreed between the parties that the Company shall not be liable or responsible in any manner nor be liable to pay any monetary compensation in any eventuality including death, injury sustained or monetary loss suffered by the personnel / employees / other staff of the Connector . The Connector undertakes to ensure that its personnel/ employees / other staff will have no claim whatsoever against the Company and shall not raise any industrial dispute either directly or indirectly with the Company in respect of any of their Service conditions or otherwise. The Connector shall be solely responsible for payment of remuneration and compliance with applicable labour enactments in respect of such personnel / employees / other staff engaged by it. In the event of any such adverse claim being made by any of such personnel/ employees/ other staff, the Connector shall be liable to indemnify and unconditionally agrees to indemnify the Company.

The Connector hereby agrees, to indemnify and keep indemnified the Company against a direct pecuniary loss sustained by reason of any act of fraud / dishonesty including misappropriation, embezzlement or fraudulent conversions committed by the personnel employed / engaged by it on or after the date of commencement of this Agreement and during uninterrupted

service of the employee/ agents or any persons employed/ engaged by it for the purpose of carrying out services as mentioned under this Agreement.

6. To comply with Law and instructions of the Company

Apart from complying with the provisions of Clause 3 hereinabove, the Connector shall ensure that the personnel/ employees / other staff engaged by it too comply with the same to the extent the same are applicable to them, including the amendments / modifications (if any) as applicable from time to time.

- 7. Intellectual property rights of the Company** All intellectual property rights, including without limitation trademarks, trade name, Service marks, logo, copyrights, advertising copy, material, graphics, etc. will remain the sole property of the Company. On a case to case basis, the Company may, at its absolute discretion, permit the use of its name and logo on the business cards and other stationery materials used by the Connector. It is understood by the Connector that the usage of Company's name and logo shall be solely for the purpose/s contained and dealt with in this agreement and will be subject to prior written approval of the Company on the terms to be stipulated by the Company. Such usage of name and logo of the Company shall not create any right, title or interest in respect of the name, logo or intellectual property in favor of the Connector.

The Connector shall not do or omit to do any act or thing which may in the opinion of the Company bring the name of the Company or their corporate logo / brand image into disrepute or which may damage, conflict with or is detrimental to the interests of the Company.

The Connector shall use the letter head, invoices, sign boards, signage, display materials, literature and other items (collectively referred to "materials") containing the name and logo of the Company only as approved in writing by the Company and only in connection with this agreement. Immediately upon termination of this agreement or by expiry of this agreement by efflux of time, the Connector shall desist from using such materials and return the materials to the Company forthwith. In spite of such eventualities, if the Connector still continue to use the mark , logo or the materials , then without prejudice to any other right or action that the Company may have or take , the Connector shall be liable to pay the Company liquidated damages per day as per the Company's assessment at the relevant time, till such time the Connector ceases to use the mark , logo or the materials and submits to the Company, proof of such cessation to the satisfaction of the Company.

- 8. Non exclusivity :- The Connector understands and hereby** acknowledges that this agreement entered into between the Company and the Connector does not provide any exclusive right to the Connector to get contracts from the Company and that the Company is free to engage as many Connectors or agents who undertake similar types of Services or otherwise and enter into agreements with any other person / firm /company /third party as may be deemed fit by the Company.

- 9. Relationship:-** This agreement is only an arrangement between the parties herein and as regards to the scope of service covered herein and nothing contained in this agreement or any instructions / guidelines that may be issued by the Company from time to time shall be construed to create any relationship of Joint venture, Partnership, Master and servant or Employer and Employee as between the Company on the one hand and the Connector on the other or between either party hereto and the personnel/ employees / other staff of the other party. The parties herein understand and specifically agree that this agreement covers only specific jobs to be carried / performed by the Connector.

- 10. Confidentiality:-** The Connector acknowledges and agrees that it and its personnel/ employees / other staff will carry on their functions and operations and render its Services in such manner as to retain in strict confidence all information, data or documents received by it from the Company or from the customers (existing or proposed) and agrees not to disclose any such information, data or documents to any third party without explicit written consent of the Company. It is the duty of the Connector to ensure that the confidential information which it / its personnel possess are not commercially exploited and the same will not be used for gaining economic or other benefits either directly or indirectly.

- 11. Assignment:-**The Connector shall not assign any of his / her /its rights and obligations herein to any person / entity/ third party without the explicit prior written consent of the Company. The Company may at any time assign to any one or more Company's or other financial institutions all or any part of Company's rights and benefits under this agreement and in that event , the assignee shall have the same rights against the Connector as it would have had if the assignee had been a party to this agreement.

- 12. No deemed waiver :-** Any forbearance, waiver or failure of the Company to insist upon the performance of any provision of this agreement shall not constitute a waiver by the Company of any subsequent breach nor shall such waiver prejudice, affect or restrict the rights of the Company herein.

- 13. Entire agreement:-** This agreement constitutes the entire agreement between the parties in respect of the subject matter hereof and this agreement shall be modified , amended or varied only in writing signed by both parties . This agreement supersedes all prior agreements, understanding and negotiation, whether oral or written between the parties hereto in respect of the subject matter hereof.

- 14. Severability:-** The invalidity or unenforceability of any provisions of this agreement in any jurisdiction shall not effect the validity, legality or enforceability of the remainder of this agreement in such jurisdiction or

the validity, legality or enforceability of this agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the parties herein shall be enforceable to the fullest extent permitted by law.

15. Termination and its effects thereof :- This agreement shall stand terminated (with immediate effect) on the happening of any one or more of the following:-

- a. The Connector becoming incapable of carrying out the terms of this agreement or its duties herein
- b. The Connector committing a breach of any provisions of this agreement
- c. The Connector goes into liquidation or is wound up or if a provisional liquidator or official liquidator or receiver is appointed to take possession of its undertaking, business or assets
- d. In the opinion of the Company the interest of either the Company or its customer/s will be in jeopardy should the Services from the Connector are continued
- e. Change in the management or ownership of the Connector.

Notwithstanding the clauses 15 a to e as mentioned above, the Company is entitled to terminate this agreement without assigning any reason whatsoever by giving one day prior written notice to the Connector. The Connector is entitled to terminate this agreement by giving 30 days prior written notice to the Company without assigning any reason whatsoever.

It is hereby agreed between the Parties that upon termination of this Agreement, the Company's discretion shall be final and binding with respect to the any amount which may be due and payable including the pay outs for the services provided by the Connector, which will be decided by the Company at its sole discretion.

Effects of termination: - Upon termination or expiration as dealt with in this agreement, the Connector shall:-

a. Immediately cease to operate as Connector and not hold itself in any way as the Connector of the Company and refrain from any action that would or may indicate any relationship between it and the Company.

b. Return to the Company forthwith all materials, documents, confidential information, statements and all other properties of the Company.

It is distinctly understood by the parties herein that expiration or termination of this agreement shall be without prejudice to the accrued rights of the Company.

16. Jurisdiction: - Any disputes arising out of this agreement in any manner or in relation thereto or regarding the interpretation of this agreement, shall be referred to an arbitrator appointed by the company and provisions of the Indian arbitration and Conciliation Act. 1996 and Statutory modification there of shall be applicable to such reference and within the exclusive jurisdiction of the Delhi, /Mumbai/ the place decided by the company.

17. Indemnity:- The Connector hereby indemnifies and agrees at all times to indemnify the Company and to hold it harmless from and against all actions, suits, claims, proceedings, damages, liabilities, expenses or costs in the event of the Company incurring or sustaining any loss or damage or prejudiced by any unauthorized or careless act, deed, or things done, committed or omitted by the Connector, its employees / personnel / other staff. This indemnity clause shall survive this agreement.

18. Counter parts:- This agreement shall be executed in as many counter parts as are necessary, each of which shall be deemed to be an original.

19. Notice :- Any notice by either party to the other party shall be in writing and delivered at the address of the other party given herein below:-

Company: --- _____
Connector: - _____

Either party shall intimate the other as to the change of address in writing and from the date of receipt of the said communication by the addressee, the new address would take effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands and seals the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED

By the within named Roha Housing Finance Private Limited
Through its Authorized Signatory

Signature _____

SIGNED, SEALED AND DELIVERED

By the within named -----)

(The Connector)

By the hand of)

Mr. _____) Signature _____

Witness/s:

- 1.
- 2.

(***Annexures to be prepared and incorporated as per the recitals .Each annexure is to be duly filled in and the parties must affix their seal and signatures therein.)

Annexure 1 (List of Products / Services)

Annexure II (Territory / List of Locations where services will be rendered)

Annexure III (Schedule of Fees/Remuneration)

Connector Cases : Connector Payout
Per case 0.40%+GST

NOTE:

- 01) Consideration payable by the Company to the Connector is exclusive of GST
- 02) The invoices will be raised and submitted monthly as per the below attached format.
- 03) All payment under the process will be subject to deduction of taxes as applicable

Accepted:

Authorised Signatory

Signatures: