# Corporate DSA
# Business Partner Agreement
# Version: CGCL/2026-27/Version 4/Nov’26

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**1. Points to remember**

A. For Code creation Process:

- Only mandatory documents to be scanned initially and sent to OPS by CRM/Email.
- OPS team will open the initial DSA code if all the initial documents are correct.
- After initial code creation Sales team will send all the requisite documents on scanned basis to OPS team by CRM/Email so that OPS team can check the pendency if any and revert on the same (within 15 days of initial code creation).
- Once the file is completed in all manners then Hard Copy of the same to be sent to OPS team for final Code Creation (within 30 days of initial code creation).

B. Branch Manager (BM) should make sure that all the documents should be complete as per the Non-Discrepancy Checklist (NDC).

C. Business partner to provide all the required documents like application form, valid KYC etc. as per the list of documents enclosed in following sheet.

D. Agreement to be signed only on the first and last page by the Business partner along with stamp paper.

E. Business Partner accurate contact details like contact no./e-mail etc. should be there in the application form for further communication.

F. Photograph should be signed across & stamped.

G. All the required forms and formats should be completely filled and attached in hard copy in empanelment file along with KYC documents.

H. BM & above to sign & stamp on agreement from CGCL/CGHFL side.

I. Hard copies of FI reports, RCU Reports, CIBIL etc. including other approvals related to empanelment should be mandatorily attached in all empanelment files.

J. Sales person self-photograph along with business partner to be part of the approval. Hard copy of the same should be attached in the file. Normal b/w printout of the photo will suffice.

K. Term DSA includes both Corporate DSAs & Associate Partners.

**2. Application Form- Part A**

| | Business Partner Empanelment Form(Part-A) | | Rubber Stamp/Seal | Affix latest passport size photograph of Authorized Signatory & Sign across photograph |
|---|---|---|---|---|
| 1 | **Business Partner Name** | | | |
| 2 | **Date of Application** | | | |
| 3 | **Constitution** | Individual | | |
| | | Proprietorship | | |
| | | Partnership Firm | | |
| | | Private Ltd. Firm | | |
| 4 | **Pan Card Number** *Pan Card should be linked with Aadhar Number Mandatorily (Applicable for Individual/Proprietorship Firms only) | | | |
| 5 | **Are you registered for GST** *If yes, then please fill Part "B" of this form mandatorily | Yes | | |
| | | No | | |
| 6 | **Profile (Please tick)** | Advocate | | |
| | | Architects & Interior Designers | | |
| | | Chartered Accountants | | |
| | | Corporate DMA | | |
| | | Document Writers | | |
| | | Existing Business Partners of other Banks/Financial Institutions | | |
| | | Financial & Tax Consultants/Investment Advisors | | |
| | | Real Estate Developer & related Staff | | |
| | | Property Dealers/Brokers | | |
| | | Others (Please Mention) | | |
| 7 | **E -Mail Id** *For communication purposes | | | |
| 8 | **Office Address** *If Resi-Cum-Office; then please mention residence address | Address | | |
| | | Landmark | | |
| | | City | | |
| | | State | | |
| | | Pin Code | | |
| | | Landline No | | |
| | | Mobile No | | |

| | | | | |
|---|---|---|---|---|
| 9 | **Authorised Signatory Details (Applicable for Individual, Proprietorship Firms, Partnership Firms, Public & Pvt Ltd firms)** | Name | | |
| | | Residence Address | | |
| | | | | |
| | | | | |
| | | City | | |
| | | State | | |
| | | Landmark | | |
| | | Pin Code | | |
| | | Landline No | | |
| | | Mobile No | | |
| | | DOB | | |
| | | Email Id | | |
| 10 | **Date of Registration/Incorporation** *Applicable for Proprietorship/Partnership/Public & Pvt Ltd Firms | | | |
| | **Details of all Partners/Directors** | | | |
| | *Applicable for Proprietorship/Partnership/Public & Pvt Ltd Firms | | | |
| | Name | Designation | Contact Number | Pan Number |
| | 1) | | | |
| | 2) | | | |
| | 3) | | | |
| | 4) | | | |
| | 5) | | | |
| 11 | **Bank Details** *Please mention bank details for payment purposes | Bank Name* | | |
| | | Branch & Address | | |
| | | Account Type* | | |
| | | Name of Account Holder | | |
| | | Account No* | | |
| | | MICR Code | | |
| | | IFSC | | |
| 12 | **Any other Financial Institutes associated with** | | | |
| 13 | **Product Serviced *** | | | |
| 14 | **No. of years' experience** | | | |
| 15 | **No. of Employees** | | | |
| 16 | **Business Sourced in Last Financial Year** | | | |
| 17 | **Expected Business Volume per month** | | | |
| 18 | **Sourcing Location** | PAN India | | |
| | | Locations | | |
| 19 | **Trade Reference 1** | Name * | | |
| | | Profession | | |
| | | Company | | |
| | | Designation | | |
| | | Residential Address | | |
| | | Telephone No.* | | |

| | | | |
|---|---|---|---|
| 19 | **Trade Reference 2** | Name * | |
| | | Profession | |
| | | Company | |
| | | Designation | |
| | | Residential Address | |
| | | Telephone No. * | |
| 20 | **Declaration** | I submit herewith my application for the empanelment of DSA for CGCL/. I have read the terms & conditions of the agreement relating to the service and I undertake that those are acceptable to me. | |
| | | I declare that the statements in this application and the documents submitted are true, complete and correct to the best of my knowledge and belief. I declare that no criminal proceedings are pending against me. I further declare that I am not related to any existing employee of CGCL/CGHFL. I understand that in any event of any information/document being found incorrect at any stage, my application is liable to be rejected and if already empanelled, the empanelment is liable to be terminated. | |
| | | I/we permit CGCL/CGHFL to share my data with respect to address, contact number, email id with its empanelment agencies/vendors to contact on behalf of CGCL/CGHFL for any activity relating to promotional and marketing campaigns or other partner engagement programs. | |
| 21 | **Business Partner Name** | | |
| | **Signature** | | |
| | **Date** | | |
| | **Place** | | |
| **For Internal Office (CGCL/CGHFL) only** | | | |
| 1 | **Recommended by Branch Manager** | | |
| 2 | **Recommended by NSM/BH (Please attach approval)** | | |
| 3 | **Date of Scanned Docs sent to COPS for Code Creation** | | |
| 4 | **Date of Documents sent as Hard Copies to COPS for Code Creation (Within 15 days of code creation)** | | |

**3. Application Form- Part B**

| Business Partner Empanelment Form (Part–B) (GST Registration Details) | | | | | | |
|---|---|---|---|---|---|---|
| Please enter the GST details in the format below. | | | | | | |
| **S. No.** | **GST No. (15-digit GST No.)** | **GST Address** | **State** | **City** | **Pin Code** | **Reg. Date** |
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |
| 6 | | | | | | |
| 7 | | | | | | |
| 8 | | | | | | |
| 9 | | | | | | |
| 10 | | | | | | |
| 11 | | | | | | |
| 12 | | | | | | |
| Business Partner Name: | | | | | | |
| Signature: | | | | | | |
| Date: | | | | | | |

## 4. Empanelment Checklist for Individual Applicant

| CHANNEL NAME: | | | | | |
|---|---|---|---|---|---|
| **SR NO** | **LIST OF DOCUMENTS** | **Documents for Code Creation to be sent to OPS by CRM / Email** | **Documents to be sent as Hard Copies to COPS for Code Creation (within 30 days of code creation)** | **Maker Remarks (Sales) (Received / Not Received)** | **Checker Remarks (OPS) (Received / Not Received)** |
| **Business Partner Documents** | | | | | |
| 1 | **Business Partner Empanelment Application Form:**<br>*Duly signed by the Business Partner/ Branch Manager;<br>*Photograph of Business Partner (Authorized Signatory) with signature across photo.<br>*Note: Application form should be complete (i.e., all pages should be filled completely, In case any field is not relevant, it should be mentioned as 'NA'. | Mandatory | Mandatory | | |
| 2 | **Cancelled Cheque:**<br>*Cheque should be on the name of code to be empanelled and same bank details should be mentioned in the application form. | Mandatory | Mandatory | | |
| 3 | **PAN Card of Individual**<br>*Self Attested by Business Partner<br>*OSV by CGCL/CGHFL employee with name & employee ID. | Mandatory | Mandatory | | |
| 4 | **Aadhar Card of Individual**<br>*Self Attested by Business Partner<br>*OSV by CGCL/CGHFL employee with name & employee ID.<br>*Aadhaar number should be blacked out in such a way that only last 4 digits are visible | Mandatory | Mandatory | | |
| 5 | **Duly filled in agreement along with stamp paper signed & stamped by Business Partner**<br>*Signs to be done on first and last page of agreement only and on stamp paper.<br>*Stamp paper date should be of on or before the agreement execution date.<br>*Agreement date should not be post code creation date.<br>*Stamp paper should be obtained from a state of either where channel partner is residing or where we have our branch office.<br>*Branch Manager to sign with stamp of CGCL/CGHFL and not in individual capacity. | Mandatory | Mandatory | | |
| 6 | **Residence/Office Address Proof**<br>*Self Attested by Business Partner<br>*OSV by CGCL/CGHFL employee with name & employee ID.<br>*Any one of the following: Utility bill like Landline telephone bill, Electricity bill (not more than 3 months old) / GST certificate/TDS certificate / Aadhaar Card / Passport/Certificate or license issued by the municipal authorities under shop & establishment act / Valid rent agreement / Latest maintenance receipt / Latest property tax bill / Bank statement of last one month.<br>*In case of Residence cum office, Residence address proof is accepted as proof of business.<br>*In case individual Business Partner wants to open code in the name of Spouse whose address proof is not available then Business Partner address proof will | Mandatory | Mandatory | | |

| | | | | | |
|---|---|---|---|---|---|
| | be acceptable along with relationship proof like passport / marriage certificate which should be duly self-attested.<br>*Documents of immediate relative (can be father, mother, brother, sister and spouse) will be accepted as proof of address in case a relationship proof is enclosed. | | | | |
| 7 | **GST Registration Certificate**<br>*If GST registered business partner, GST Certificate along with Annexure A and B are required.<br>*Part B of the empanelment form to be filled mandatorily.<br>*Name declaration is required if Trade Name in GST certificate is different from our Business Partner empanelment name. | Mandatory (If GST Registered) | Mandatory (If GST Registered) | | |
| 8 | **Latest ITR or Form 16**<br>*Self Attested by Business Partner | Non-Mandatory | Mandatory | | |
| 9 | **Bank Statement (Latest last 6 months)**<br>*Self Attested by Business Partner | Non-Mandatory | Mandatory | | |
| 10 | **Model Code of Conduct**<br>*Signed by Business Partner | Non-Mandatory | Mandatory | | |
| 11 | **Letter For Payment Through RTGS**<br>*Signed by Business Partner | Non-Mandatory | Mandatory | | |
| 12 | **Undertaking Form**<br>*Signed by the Business Partner<br>*Signed by CGCL/CGHFL employee with name & employee ID. | Non-Mandatory | Mandatory | | |
| **Internal Documents** | | | | | |
| 1 | **Approval Mail from NSM OR BH** | Mandatory | Mandatory | | |
| 2 | **CIBIL Report**<br>*if CIBIL<600 then BH/NSM approval required | Non-Mandatory | Mandatory | | |
| 3 | **RCU REPORTS**<br>a) Positive Field Investigation report of Office/Residence. FI Report should carry the office/residence address at which verification is done.<br>* Individual – Only Office FI to be done and should be positive. Resi cum Office FI will also work in case office and residence is the same.<br>* Business Head (BH) approval is required in case of negative or referred FI.<br>b). Positive KYC related documents.<br>c). If RCU FI/KYC report is negative then BH/NSM approval required. | Non-Mandatory | Mandatory | | |
| 4 | **DSA Training**<br>*Training to be given on Product/Policies/Payout Structure by Sales Capri Employee<br>Below Microsoft Form needs to be filled for the same:<br>**https://forms.office.com/r/3D1HPDHYUw** | Non-Mandatory | Mandatory | | |

| **Prepared by** | **CGCL/CGHFL employee** | **Branch Manager** | **Checker (COPS)** |
|---|---|---|---|
| **Name** | | | |
| **Employee No.** | | | |
| **Signature** | | | |
| ***Undertaking by Branch Manager: I have met the channel partner and am satisfied about his credentials.*** | | | |

## 5. Empanelment Checklist for Proprietorship Firm

| CHANNEL NAME: | | | | | |
|---|---|---|---|---|---|
| **SR NO** | **LIST OF DOCUMENTS** | **Documents for Code Creation to be sent to OPS by CRM / Email** | **Documents to be sent as Hard Copies to COPS for Code Creation (within 30 days of code creation)** | **Maker Remarks (Sales) (Received / Not Received)** | **Checker Remarks (OPS) (Received / Not Received)** |
| **Business Partner Documents** | | | | | |
| 1 | **Business Partner Empanelment Application Form:**<br>*Duly signed by the Business Partner/ Branch Manager;<br>*Photograph of Business Partner (Authorized Signatory) with signature across photo.<br>*Note: Application form should be complete (i.e. all pages should be filled completely, In case any field is not relevant, it should be mentioned as 'NA'. | Mandatory | Mandatory | | |
| 2 | **Cancelled Cheque:**<br>*On the name of code to be empanelled and same bank details should be mentioned in the application form.<br>*Only in case of Sole Proprietorship Firm, cheque can be taken on individual name, if sole proprietorship declaration is submitted. | Mandatory | Mandatory | | |
| 3 | **PAN Card of Individual or Proprietorship Firm**<br>*Self Attested by Business Partner<br>*OSV by CGCL/CGHFL employee with name & employee ID. | Mandatory | Mandatory | | |
| 4 | **Aadhar Card of Individual**<br>*Self Attested by Business Partner<br>*OSV by CGCL/CGHFL employee with name & employee ID.<br>*Aadhaar number should be blacked out in such a way that only last 4 digits are visible | Mandatory | Mandatory | | |
| 5 | **Sole Proprietorship declaration Letter**<br>*Duly signed and stamped by the proprietor is required | Non-Mandatory | Mandatory | | |
| 6 | **Duly filled in agreement along with stamp paper signed & stamped by Business Partner**<br>*Signs to be done on first and last page of agreement only and on stamp paper.<br>*Stamp paper date should be of on or before the agreement execution date.<br>*Agreement date should not be post code creation date.<br>*Stamp paper should be obtained from a state of either where channel partner is residing or where we have our branch office.<br>*Branch Manager to sign with stamp of CGCL/CGHFL and not in individual capacity. | Mandatory | Mandatory | | |
| 7 | **Residence/Office Address Proof**<br>*Self Attested by Business Partner<br>*OSV by CGCL/CGHFL employee with name & employee ID.<br>*Any one of the following: Utility bill like Landline telephone bill, Electricity bill (not more than 3 months old) / GST certificate / TDS certificate / Aadhaar Card / Passport / Certificate or license issued by the municipal authorities under shop & establishment act / Valid rent agreement / Latest maintenance receipt / Latest property tax bill / Bank statement of last one month.<br>*In case of Residence cum office, Residence address proof is accepted as proof of business. | Mandatory | Mandatory | | |

| | | | | | |
|---|---|---|---|---|---|
| | *Spouse address proof will be acceptable along with relationship proof like passport / marriage certificate which is duly self-attested.<br>*Office address proof on name of individual can be accepted, if the code is getting opened on the name of proprietorship firm.<br>*Bank details in the name of proprietorship firm will be accepted along with a proprietorship declaration letter. | | | | |
| 8 | **GST Registration Certificate**<br>*If GST registered business partner, GST Certificate along with Annexure A and B are required.<br>*Part B of the empanelment form to be filled mandatorily.<br>*Name declaration is required if Trade Name in GST certificate is different from our Business Partner empanelment name. | Mandatory (If GST Registered) | Mandatory (If GST Registered) | | |
| 9 | **Latest ITR or Form 16**<br>*Self Attested by Business Partner | Non-Mandatory | Mandatory | | |
| 10 | **Bank Statement (Latest last 6 months)**<br>*Self Attested by Business Partner | Non-Mandatory | Mandatory | | |
| 11 | **Model Code of Conduct**<br>*Signed by Business Partner | Non-Mandatory | Mandatory | | |
| 12 | **Letter For Payment Through RTGS**<br>*Signed by Business Partner | Non-Mandatory | Mandatory | | |
| 13 | **Undertaking Form**<br>*Signed by the Business Partner<br>*Signed by CGCL/CGHFL employee with name & employee ID. | Non-Mandatory | Mandatory | | |
| **Internal Documents** | | | | | |
| 1 | **Approval Mail from NSM OR BH** | Mandatory | Mandatory | | |
| 2 | **CIBIL Report**<br>*if CIBIL<600 then BH/NSM approval required | Non-Mandatory | Mandatory | | |
| 3 | **RCU REPORTS**<br>a). Positive Field Investigation report of Office/Residence. FI Report should carry the office/residence address at which verification is done.<br>* Sole Proprietorship – Only Office FI to be done and should be positive. Resi cum Office FI will also work in case office and residence is the same.<br>* Business Head (BH) approval is required in case of negative or referred FI.<br>b). Positive KYC related documents.<br>c). If RCU FI/KYC report is negative then BH/NSM approval required. | Non-Mandatory | Mandatory | | |
| 4 | **DSA Training**<br>*Training to be given on Product/Policies/Payout Structure by Sales Capri Employee<br>Below Microsoft Form needs to be filled for the same:<br>**https://forms.office.com/r/3D1HPDHYUw** | Non-Mandatory | Mandatory | | |

| **Prepared by** | **CGCL/CGHFL employee** | **Branch Manager** | **Checker (COPS)** |
|---|---|---|---|
| **Name** | | | |
| **Employee No.** | | | |
| **Signature** | | | |
| ***Undertaking by Branch Manager: I have met the channel partner and am satisfied about his credentials.*** | | | |

## 6. Empanelment Checklist for Partnership Firm

| CHANNEL NAME: | | | | | |
|---|---|---|---|---|---|
| **SR NO** | **LIST OF DOCUMENTS** | **Documents for Code Creation to be sent to OPS by CRM / Email** | **Documents to be sent as Hard Copies to COPS for Code Creation (within 30 days of code creation)** | **Maker Remarks (Sales) (Received / Not Received)** | **Checker Remarks (OPS) (Received / Not Received)** |
| **Business Partner Documents** | | | | | |
| 1 | **Business Partner Empanelment Application Form:**<br>*Duly signed by the Business Partner (Authorized Signatory)/ Branch Manager;<br>*Photograph of Business Partner (Authorized Signatory) with signature across photo.<br>*Note: Application form should be complete (i.e., all pages should be filled completely, in case any field is not relevant, it should be mentioned as 'NA'. | Mandatory | Mandatory | | |
| 2 | **Cancelled Cheque:**<br>*on the name of code to be empanelled and same bank details should be mentioned in the application form. | Mandatory | Mandatory | | |
| 3 | **PAN Card of Partnership Firm**<br>*Self Attested by Business Partner (Authorized Signatory)<br>*OSV by CGCL/CGHFL employee with name & employee ID | Mandatory | Mandatory | | |
| 4 | **KYC of Authorized Signatory**<br>*Self Attested by Business Partner<br>*OSV by CGCL/CGHFL employee with name & employee ID.<br>*PAN Card & Aadhar Card | Mandatory | Mandatory | | |
| 5 | **Partnership Deed Required**<br>*duly signed and stamped by the Authorized Signatory is required | Non-Mandatory | Mandatory | | |
| 6 | **Partnership Authorization Letter**<br>*Duly filled Partnership authorization letter authorizing one of the Partner to sign on behalf of the company.<br>*The same is to be obtained on the letter head of the company duly signed and stamped by all the Partner(s). | Non-Mandatory | Mandatory | | |
| 6 | **Duly filled in agreement along with stamp paper signed & stamped by Business Partner**<br>*Signs to be done on first and last page of agreement only and on stamp paper.<br>*Stamp paper date should be of on or before the agreement execution date.<br>*Agreement date should not be post code creation date.<br>*Stamp paper should be obtained from a state of either where channel partner is residing or where we have our branch office.<br>*Branch Manager to sign with stamp of CGCL/CGHFL and not in individual capacity. | Mandatory | Mandatory | | |
| 7 | **Office Address Proof of Partnership Firm**<br>*Self Attested by Business Partner<br>*OSV by CGCL/CGHFL employee with name & employee ID.<br>*Any one of the following: Utility bill like Landline telephone bill, Electricity bill (not more than 3 months old) / GST certificate / TDS certificate / Aadhaar Card / Passport / Certificate or license issued by the municipal authorities under shop & establishment act / Valid rent agreement / Latest maintenance receipt / Latest property tax bill / Bank statement of last one month.<br>*In case of Residence cum office, Residence address proof is accepted as proof of business. | Mandatory | Mandatory | | |
| 8 | **GST Registration Certificate**<br>*If GST registered business partner, GST Certificate along with Annexure A and B are required.<br>*Part B of the empanelment form to be filled mandatorily. | Mandatory (If GST Registered) | Mandatory (If GST Registered) | | |

| | | | | | |
|---|---|---|---|---|---|
| | *Name declaration is required if Trade Name in GST certificate is different from our Business Partner empanelment name. | | | | |
| 9 | **Latest ITR or Form 16 of Partnership Firm**<br>*Self Attested by Business Partner | Non-Mandatory | Mandatory | | |
| 10 | **Bank Statement (Latest last 6 months) of Partnership Firm**<br>*Self Attested by Business Partner | Non-Mandatory | Mandatory | | |
| 11 | **Model Code of Conduct**<br>*Signed by Business Partner (Authorized Signatory) | Non-Mandatory | Mandatory | | |
| 12 | **Letter For Payment Through RTGS**<br>*Signed by Business Partner (Authorized Signatory) | Non-Mandatory | Mandatory | | |
| 13 | **Undertaking Form**<br>*Signed by Business Partner (Authorized Signatory)<br>*Signed by CGCL/CGHFL employee with name & employee ID. | Non-Mandatory | Mandatory | | |
| **Internal Documents** | | | | | |
| 1 | **Approval Mail from NSM OR BH** | Mandatory | Mandatory | | |
| 2 | **CIBIL Report of Partners & Firm along with Commercial CIBIL**<br>*if CIBIL<600 then BH/NSM approval required | Non-Mandatory | Mandatory | | |
| 3 | **RCU REPORTS**<br>a). Positive Field Investigation report of Office/Residence. FI Report should carry the office/residence address at which verification is done.<br>* Partnership Firm – Only Office FI to be done and should be positive. Residence FI of partners is not required. Resi cum Office FI will also work in case office and residence is the same.<br>* Business Head (BH) approval is required in case of negative or referred FI.<br>b). Positive KYC related documents.<br>c). If RCU FI/KYC report is negative then BH/NSM approval required. | Non-Mandatory | Mandatory | | |
| 4 | **DSA Training**<br>*Training to be given on Product/Policies/Payout Structure by Sales Capri Employee<br>Below Microsoft Form needs to be filled for the same:<br>**https://forms.office.com/r/3D1HPDHYUw** | Non-Mandatory | Mandatory | | |

| **Prepared by** | **CGCL/CGHFL employee** | **Branch Manager** | **Checker (COPS)** |
|---|---|---|---|
| **Name** | | | |
| **Employee No.** | | | |
| **Signature** | | | |
| ***Undertaking by Branch Manager: I have met the channel partner and am satisfied about his credentials.*** | | | |

## 7. Empanelment Checklist for Private/Public Limited Firm

| CHANNEL NAME: | | | | | |
|---|---|---|---|---|---|
| **SR NO** | **LIST OF DOCUMENTS** | **Documents for Code Creation to be sent to OPS by CRM / Email** | **Documents to be sent as Hard Copies to COPS for Code Creation (within 30 days of code creation)** | **Maker Remarks (Sales) (Received / Not Received)** | **Checker Remarks (OPS) (Received / Not Received)** |
| **Business Partner Documents** | | | | | |
| 1 | **Business Partner Empanelment Application Form:**<br>*Duly signed by the Business Partner (Authorized Signatory)/ Branch Manager;<br>*Photograph of Business Partner (Authorized Signatory) with signature across photo.<br>*Note: Application form should be complete (i.e., all pages should be filled completely, in case any field is not relevant, it should be mentioned as 'NA'. | Mandatory | Mandatory | | |
| 2 | **Cancelled Cheque:**<br>*on the name of code to be empanelled and same bank details should be mentioned in the application form. | Mandatory | Mandatory | | |
| 3 | **PAN Card of Private/Public Ltd Firm**<br>*Self Attested by Business Partner (Authorized Signatory)<br>*OSV by CGCL/CGHFL employee with name & employee ID | Mandatory | Mandatory | | |
| 4 | **KYC of Authorized Signatory**<br>*Self Attested by Business Partner<br>*OSV by CGCL/CGHFL employee with name & employee ID.<br>*PAN Card & Aadhar Card | Mandatory | Mandatory | | |
| 5 | **Certificate of Incorporation of the company along with MOA / AOA**<br>*duly signed and stamped by the Authorized Signatory is required | Non-Mandatory | Mandatory | | |
| 6 | **List of Directors**<br>*Duly filled List of Directors required<br>*The same is to be obtained on the letter head of the company duly signed and stamped by Authorized Signatory. | Non-Mandatory | Mandatory | | |
| 7 | **Board resolution**<br>*Duly signed and stamped by at least 2 Directors.<br>*Sign proof of all the Directors signing the BR should be there like Pan Card, Passport etc. (Digital signatures on BR are acceptable as these can be verified from MCA website)<br>*Company Secretary are also authorized to sign on Board Resolution with CS ID. | Non-Mandatory | Mandatory | | |
| 8 | **Duly filled in agreement along with stamp paper signed & stamped by Business Partner**<br>*Signs to be done on first and last page of agreement only and on stamp paper.<br>*Stamp paper date should be of on or before the agreement execution date.<br>*Agreement date should not be post code creation date.<br>*Stamp paper should be obtained from a state of either where channel partner is residing or where we have our branch office.<br>*Branch Manager to sign with stamp of CGCL/CGHFL and not in individual capacity. | Mandatory | Mandatory | | |
| 7 | **Office Address Proof of Private/Public Ltd Firm**<br>*Self Attested by Business Partner<br>*OSV by CGCL/CGHFL employee with name & employee ID.<br>*Any one of the following: Utility bill like Landline telephone bill, Electricity bill (not more than 3 months old) / GST certificate / TDS certificate / Aadhaar Card / Passport / Certificate or license issued by the municipal authorities under shop & establishment act / | Mandatory | Mandatory | | |

| | | | | | |
|---|---|---|---|---|---|
| | Valid rent agreement / Latest maintenance receipt / Latest property tax bill / Bank statement of last one month.<br>*In case of Residence cum office, Residence address proof is accepted as proof of business. | | | | |
| 8 | **GST Registration Certificate**<br>*If GST registered business partner, GST Certificate along with Annexure A and B are required.<br>*Part B of the empanelment form to be filled mandatorily.<br>*Name declaration is required if Trade Name in GST certificate is different from our Business Partner empanelment name. | Mandatory (If GST Registered) | Mandatory (If GST Registered) | | |
| 9 | **Latest ITR or Form 16 of Public/Pvt Ltd Firm**<br>*Self Attested by Business Partner | Non-Mandatory | Mandatory | | |
| 10 | **Bank Statement (Latest last 6 months) of Public/Pvt Ltd Firm**<br>*Self Attested by Business Partner | Non-Mandatory | Mandatory | | |
| 11 | **Model Code of Conduct**<br>*Signed by Business Partner (Authorized Signatory) | Non-Mandatory | Mandatory | | |
| 12 | **Letter For Payment Through RTGS**<br>*Signed by Business Partner (Authorized Signatory) | Non-Mandatory | Mandatory | | |
| 13 | **Undertaking Form**<br>*Signed by Business Partner (Authorized Signatory)<br>*Signed by CGCL/CGHFL employee with name & employee ID. | Non-Mandatory | Mandatory | | |
| **Internal Documents** | | | | | |
| 1 | **Approval Mail from NSM OR BH** | Mandatory | Mandatory | | |
| 2 | **CIBIL Report of all Directors & Firm along with Commercial CIBIL**<br>*if CIBIL<600 then BH/NSM approval required | Non-Mandatory | Mandatory | | |
| 3 | **RCU REPORTS**<br>a). Positive Field Investigation report of Office/Residence. FI Report should carry the office/residence address at which verification is done.<br>* Private Limited / Limited Company – Only Office FI to be done and should be positive. Resi cum Office FI will also work in case office and residence is the same.<br>* Business Head (BH) approval is required in case of negative or referred FI.<br>b). Positive KYC related documents.<br>c). If RCU FI/KYC report is negative then BH/NSM approval required. | Non-Mandatory | Mandatory | | |
| 4 | **DSA Training**<br>*Training to be given on Product/Policies/Payout Structure by Sales Capri Employee<br>Below Microsoft Form needs to be filled for the same:<br>**https://forms.office.com/r/3D1HPDHYUw** | Non-Mandatory | Mandatory | | |

| **Prepared by** | **CGCL/CGHFL employee** | **Branch Manager** | **Checker (COPS)** |
|---|---|---|---|
| **Name** | | | |
| **Employee No.** | | | |
| **Signature** | | | |
| ***Undertaking by Branch Manager: I have met the channel partner and am satisfied about his credentials.*** | | | |

**8. Agreement**
**[To be stamped on for Agreement & Indemnity (₹300 stamp paper) ]**

**SERVICE PROVIDER AGREEMENT IN CONNECTION WITH MARKETING, SOURCING AND ALLIED ACTIVITIES.**

**SERVICE PROVIDER AGREEMENT**

This agreement is made and entered into on this _____ day of _____ 20__

By and Between

Capri Global Capital Limited, (CIN No L65921MH1994PLC173469) a company incorporated under the Companies Act, 1956, having its registered office at 502, Tower A, Peninsula Business Park, Senapati Bapat Marg, Lower Parel, Mumbai 400 013, acting through its branch office (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 "Service Provider " (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 Service Provider are collectively referred to herein as "Parties")

**WHEREAS** 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 Service Provider/s to present and market the products and Services to the customers.

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

**AND WHEREAS** relying on the representation made by the Service Provider the Company has accepted the said offer and hereby engages the Service Provider to market the products and to source the business for the Company within the territory, on a nonexclusive 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. Construction**

a. Unless the context otherwise requires, any reference to a statutory provision shall include such provision/s as from time to time modified or reenacted or consolidated in so far as such modification, reenactment or consolidation applies or is capable of applying to any transaction/s entered into herein
b. References to clauses, recitals, schedules and annexure are to the clauses, recitals, schedules and annexure of this agreement.
c. The headings are for convenience only and shall not affect the interpretation thereof
d. Unless the context otherwise requires, words importing the singular shall include the plural and vice versa.
e. Unless it is repugnant to the context, references to persons will be construed so as to include bodies' corporate, unincorporated associations and partnerships.
f. References to any gender shall include the other genders.
g. Unless otherwise specified, all references to months are to calendar months.
h. Unless specified otherwise or repugnant to the context, references in this agreement to any party shall also refer to that party's successors and permitted assignees.

**2. 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 16 of this agreement. Any modification/changes/amendments to this agreement during its currency shall be effected/varied only in writing duly signed by both the parties herein. This Agreement shall remain valid till 3 years since its execution until it is terminated by either of the Parties in terms hereof.
The termination of a DSA of the services/arrangements is at the sole discretion of the Capri Global management & can be done without any pre-intimation.

**3. Duties, responsibilities and allied covenants of/ by the Service Provider**

a. The Service Provider shall: -

- Create a database of customers and allow the Company full access thereto
- Disseminate the information and answer enquiries about the products to the customers, including the walk-in customers or on the phone
- Explain to customers in a simple, transparent and convincing manner the terms and conditions of various products of the Company
- Provide information to the Company on the status of the documentation or about the customers
- Assist customers to fill up the application form to avail the facility from the Company
- 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
- 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.
- Provide the customers with information on the status of their applications.
- Arrange cheque/s and documents pick up, delivery and courier Services from and to the Company and the customer
- 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider 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 Service Provider contained in this agreement besides applying the good industry practice. Furthermore, neither the Service Provider 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 Service Provider 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 Service Provider that it (the Service Provider) is not authorized to:

1. 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 Service Provider in writing from time to time.

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

3. Collect / levy any fees and /or other monies from applicants, except in cases where the Service Provider is specifically authorized by the Company in writing to do so.
4. 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.

i. The Service Provider 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.

j. All money, cheques and other negotiable instruments, securities, policies and any other documents /particulars handled, delivered, collected or possessed by the Service Provider 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.

Ji. The Service Provider shall allow the Company a reasonable opportunity during business hours to inspect any of the premises/offices located in India/Abroad of the Service Provider 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

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

k. The Service Provider 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.

l. It is hereby declared and confirmed by the Service Provider 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.

m. The Service Provider shall abide by the model code of conduct issued by Reserve Bank of India 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.

n. Such other duties, functions and operations as may be explicitly authorized in writing by the Company from time to time.

o. The Service Provider 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).

p. Further, the Service Provider 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.

**4. 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 Service Provider 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 Service Provider.

**5. Consideration payable by the Company to the Service Provider and the Company's rights connected therewith.** In consideration of the Services agreed to be rendered to the Company by the Service Provider under this agreement, the Company agrees to pay the Service Provider the remuneration / fees in the manner as stated in Annexure III to this agreement which shall be final and binding on the Service Provider. However, any changes to the Annexure III shall be communicated to the Service Provider from time to time, either through Email/ exchange of letters, any existing/new taxes, cess and other outgoings of any kind will be borne by the Service Provider. The Service Provider 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 noncompliance of the same by the Service Provider, 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 Service Provider.

1. The Service Provider must undertake post disbursement activities too which may require the customer to comply with funding conditions or submission of documents. In the event of noncompliance of the same by the Service Provider, 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 Service Provider.
2. The Performance of the DSA will be reviewed on an annual basis & accordingly a decision will be taken either to continue with the arrangement or terminate the same.

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 Service Provider or to reverse / recover the remuneration already paid if the Company is of the opinion that the loan account sourced by the Service Provider had gone bad or became a non performing asset due to lack of quality Service on the part of the Service Provider. The said opinion and the decision of the Company pursuant thereto shall bind the Service Provider in all respects.

**6. Personnel/ Employees/other Staff engaged by the Service Provider**

Subject to what has been stated in clause (3) above, the Service Provider 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 Service Provider 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.

Existing Employees will not be allowed to be empaneled as DSA. If any instance is found where the relative of the employee is empaneled as a DSA, he will be terminated from his services with immediate effect.

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 Service Provider.

Nothing in this agreement shall create or be deemed to create the relationship of master and servant between the Company and the Service Provider or the personnel/employees/other staff of the Service Provider. 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 Service Provider. The Service Provider 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 Service Provider 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 Service Provider shall be liable to indemnify and unconditionally agrees to indemnify the Company.

The Service Provider 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.

**7. To comply with Law and instructions of the Company**

Apart from complying with the provisions of Clause 3 hereinabove, the Service Provider 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.

**8. 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 Service Provider. It is understood by the Service Provider 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 Service Provider.

The Service Provider 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 Service Provider 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 Service Provider shall desist from using such materials and return the materials to the Company forthwith. Inspite of such eventualities, if the Service Provider 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 Service Provider 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 Service Provider ceases to use the mark , logo or the materials and submits to the Company, proof of such cessation to the satisfaction of the Company.

**9. Non exclusivity**

The Service Provider understands and hereby acknowledges that this agreement entered into between the Company and the Service Provider does not provide any exclusive right to the Service Provider to get contracts from the Company and that the Company is free to engage as many Service Providers 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.

**10. Relationship**

This a*greement* 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 Service Provider 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 Service Provider.

**11. Confidentiality**

The Service Provider 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 Service Provider 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.

**12. Assignment**

The Service Provider 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 Service Provider as it would have had if the assignee had been a party to this agreement.

**13. 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.

**14. 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.

**15. Severability**

The invalidity or unenforceability of any provisions of this agreement in any jurisdiction shall not affect 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.

**16. 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 Service Provider becoming incapable of carrying out the terms of this agreement or its duties herein
b. The Service Provider committing a breach of any provisions of this agreement
c. The Service Provider 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 Service Provider are continued
e. Change in the management or ownership of the Service Provider.

Notwithstanding the clauses 16 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 Service Provider. The Service Provider is entitled to terminate this agreement by giving 30 days prior written notice to the Company without assigning any reason whatsoever.

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

a. Immediately cease to operate as Service Provider and not hold itself in any way as the Service Provider 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.
c. The Service Provider may have access to confidential or proprietary information regarding the Company, its business, its customers including information pertaining or relating to the customers and their business, and information pertaining to related business entities of the Company. The Service Provider acknowledges the proprietary and sensitive nature of such Information and the importance of maintaining the secrecy and confidentiality of the Information and shall make available such Information to Service Provider Persons including contractors and subcontractors (if any) strictly on a 'need to know basis' and binding them to strict confidentiality and non-disclosure requirements.

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.

**17. 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.

**18. Indemnity**

The Service Provider 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 Service Provider, its employees / personnel / other staff. This indemnity clause shall survive this agreement.

**19. 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.

**20. Headings**

The headings herein are included for convenience of reference only and shall be ignored in the construction or interpretation thereof.

**21. Business Continuity Plan**

Capri Loans reserves the right to ensure that the service provider has adequate contingency plans in place for business continuity. The service provider must maintain comprehensive plans and procedures to ensure their ability to fulfill contractual obligations in the event of a disaster. This includes maintaining backup capabilities and facilities essential for business continuity. Additionally, the service provider is required to conduct annual tests of these plans and provide Capri Loans with copies of the test results upon request.

**22. 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: --- _____
Service Provider: - _____
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.

**23. Commission Reversal / Clawback**
Notwithstanding anything contained elsewhere in this Agreement, any commission, incentive, payout or other remuneration paid or payable to the Service Provider in respect of a loan account shall be liable to be reversed and recovered by the Company in any of the following events:
(i) The loan account becomes 1+ Days Past Due (DPD) or falls into the 1+ delinquency bucket at any time within six (6) months from the date of first disbursement; or
(ii) The loan account is declared or classified as Fraud, Wilful Fraud, or under any equivalent fraud classification by the Company or any competent regulatory, investigative or judicial authority within Twelve (12) months from the date of first disbursement; or
(iii) It is subsequently discovered that the loan was sanctioned on the basis of forged, fabricated, false or misleading information or documents attributable to the Service Provider or the customer sourced by the Service Provider.
(iv)If the loan account is transferred, taken over, refinanced or foreclosed through a balance transfer to any other bank, financial institution or housing finance company within twelve (12) months from the date of first disbursement,

Upon the occurrence of any of the above events, the Company shall be entitled to reverse the entire commission/payout already paid, adjust the amount against any future payments due to the Service Provider, and/or recover the same from the Service Provider.

**24. Grievance Redressal: -** For any service-related issue or in case of any complaint & grievance, the business partner may communicate through e-mail given below.
Support e-mail id :- dsa_communication@capriglobal.in;

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

1. SIGNED, SEALED AND DELIVERED
   By the within named Capri Global Capital Limited/Capri Global Housing Finance Limited through its Authorized Signatory

   Signature

2. SIGNED, SEALED AND DELIVERED
   By the within named (The Service Provider (DSA))
   _____

   By the hand of Mr._____

   Signature

Witness/s:
1. Witness 1
   - Name:
   - Address:
   - Signatures:

2. Witness 2
   - Name:
   - Address:
   - Signatures:

**(***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)**
Financial Product" or "Product" shall mean any financial and/or credit product or service of CGCL. Please select below:

Home Loan ☐ Home Equity ☐

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

1. Pan India ☐
2. Others (Please specify)
   _____
   _____

**Annexure III (Schedule of Fees/Remuneration)**

- DSA Payout structure will be intimated separately at the time of empanelment.
- Same can be changed CGCL at their sole discretion. In event of any change in the payout structure the same shall be communicated to the DSA.

SIGNED, SEALED AND DELIVERED
By the within named _____)

(The Service Provider(DSA))
By the hand of)
Mr._____ )

Signature

## 9. Model Code of Conduct (Capri Global Capital Limited)

**MODEL CODE OF CONDUCT**
**Capri Global Capital Limited (CGCL)**

### 1. PREAMBLE

Model Code of Conduct for the Direct Selling Agents (DSAs)/Direct Marketing Agents (DMAs)/Associate Partners (APs) and Third-Pary product or service provider (TPPSP) is a code of conduct adopted by Capri Global Capital Limited ("CGCL" or "the Company") in respect of DSAs/DMAs/Aps/TPPSP operating as its agents, service providers and business associates.

The Code lays down the standards of conduct, customer protection requirements, responsible marketing practices, and compliance obligations to be followed by DSAs/DMAs/Aps/TPPSP and/or their employees, representatives and sub-agents engaged by the Company for sourcing, marketing, promotion, referral, distribution or sale of any financial product or service.

The objective of this Code is to:

a. Ensure fair treatment of customers;
b. Promote responsible business conduct;
c. Prevent mis-selling and unfair trade practices;
d. Ensure transparency and customer awareness;
e. Protect customer confidentiality and privacy;
f. Ensure compliance with applicable laws, regulations, guidelines and Company policies;
g. Preserve the integrity and reputation of the Company.
h. Establish a governance framework for engagement, monitoring, oversight and performance management of DSAs/DMAs/Aps/TPPSP in accordance with applicable RBI/NHB outsourcing guidelines.

### 2. APPLICABILITY

2.1 Upon adoption and inclusion as part of the agreement entered into between Capri GIobal Capital Limited ("CGCL" or "the Company") and the DSA/DMA/AP/TPPSP, this Code shall apply to every person, firm, company, LLP, partnership, proprietorship or any other legal entity engaged in sourcing, marketing, promotion, referral, distribution or sale of any financial product or service of the Company.

2.2 This Code shall apply to:

a. DSA/DMA/AP/TPPSP;
b. Employees of DSA/DMA/AP/TPPSP;
c. Representatives of DSA/DMA/AP/TPPSP;
d. Sub-agents engaged by DSA/DMA/AP/TPPSP;
e. Any person acting on behalf of DSA/DMA/AP/TPPSP for customer acquisition or servicing activities.
f. TPPS Provider or representative of any TPPS provider

2.3 The DSA/DMA/AP/TPPSP and/or its employees, representatives and sub-agents shall agree to abide by this Code prior to undertaking any activity on behalf of the Company.

A Declaration-cum-Undertaking in the format prescribed under Appendix-I shall be executed by the DSA/DMA/AP/TPPSP and obtained from its employees, representatives and sub-agents before assigning them duties.

### 3. TELE-CALLING A PROSPECT (A PROSPECTIVE CUSTOMER)

3.1 Unsolicited Commercial Communications
The Company shall:

3.1.1 Engage only those telemarketers, DSAs, DMAs /APs and TPPSP who are registered in accordance with the guidelines issued by the Department of Telecommunications (DoT), Telecom Regulatory Authority of India (TRAI) and other competent authorities from time to time.

3.1.2 Ensure compliance with all applicable regulations relating to commercial communications and customer preferences including the Telecom Commercial Communications Customer Preference Regulations (TCCCPR), 2018, as amended from time to time.

3.1.3 Maintain records of telemarketing entities engaged by it and such records as may be required under applicable regulations.

3.2 Circumstances Under Which a Prospect May Be Contacted; A prospect may be contacted only under the following circumstances:

3.2.1 The prospect has expressed interest in any product or service of the Company through the Company's website, mobile application, branch, call centre, business correspondence, lead generation platform or any other lawful source.

3.2.2 The prospect has been referred by an existing customer, business associate or another prospect and such referral is permissible under applicable laws.

3.2.3 The prospect has provided explicit consent for being contacted regarding products or services of the Company.

3.2.4 The prospect is an existing customer of the Company who has expressly consented to receive information regarding other products or services.

3.2.5 The prospect's details have been obtained through lawful means and with appropriate consent wherever required.

3.3 Do Not Disturb (DND)
DSA/DMA/AP /TPPS and/or its employees, representatives and sub-agents shall not contact any person whose details are registered under any Do Not Disturb (DND) or similar preference registry except as permitted under applicable regulations.

**4. WHEN YOU MAY CONTACT A PROSPECT**

4.1 DSA/DMA/AP/TPPSP personnel shall identify themselves clearly and disclose:
a. Their full name;
b. Name of DSA/DMA/AP/TPPSP;
c. Contact details;
d. Relationship with the Company;
e. Name of the Company being represented.

4.2 Before initiating telephonic discussions, DSA/DMA/AP/TPPSP personnel shall share their contact details through message, e-mail, WhatsApp or any other written mode, wherever feasible. The mode and format of the communication shall be as per guidelines approved by RBI/NHB.

4.3 Telephonic contact shall normally be undertaken only between 09:30 hours and 19:00 hours.

4.4 Calls outside the above hours shall be made only where the prospect has expressly requested or authorized such communication.

4.5 Visits to residence, business premises or office shall normally be undertaken only between 09:30 hours and 19:00 hours with explicit consent of the customer / prospect. No visit shall be made without explicit consent of the customer/prospect and record of consent should be maintained.

4.6 Visits outside the above hours shall be made only where the prospect has expressly requested or authorized such visit.

4.7 DSA/DMA/AP/TPPSP and/or its employees, representatives and sub-agents shall ensure that customer interactions do not cause inconvenience, harassment or disturbance.

**5. RESPECT PROSPECT'S PRIVACY**

5.1 DSA/DMA/AP/TPPSP and/or its employees, representatives and sub-agents shall respect the privacy and confidentiality of the prospect/customer at all times.

5.2 Information relating to products or services shall ordinarily be discussed only with the prospect/customer.

5.3 Discussions with family members, accountants, legal advisors, secretaries, colleagues or any other person shall be undertaken only where the prospect/customer has expressly authorized such disclosure.

The matters of prospects/ customers' interest with any other individual only if the customer/ prospect has given an explicit request or consent for sharing of such information.

5.4 Customer information shall be protected in accordance with Clause 19.10.

5.5 Privacy shall be respected during telephonic conversations, physical visits and digital interactions.

**6. LEAVING MESSAGES AND CONTACTING PERSONS OTHER THAN THE PROSPECT**

6.1 Calls shall ordinarily be placed directly to the prospect/customer.

6.2 If the prospect/customer is unavailable, a message may be left for the purpose of obtaining a suitable time for future communication.

6.3 Such message shall be limited to the following information:
a. Name of the caller;
b. Name of DSA/DMA/AP/TPPSP;
c. Name of the Company;
d. Contact number;
e. Request for call back.

6.4 No confidential information regarding the prospect/customer shall be disclosed while leaving messages.

6.5 DSA/DMA/AP/TPPSP personnel shall ensure that communications do not violate privacy requirements.

**7. CONDUCT STANDARDS**

DSA/DMA/AP/TPPSP and/or its employees, representatives and sub-agents shall not:
a. Mislead any prospect/customer regarding any product or service offered by the Company;
b. Misrepresent their identity, designation or relationship with the Company;
c. Represent themselves as employees of the Company unless actually employed by the Company;
d. Make any false, misleading or unauthorized commitment on behalf of the Company;
e. Conceal any material information relating to fees, charges, interest rates, penalties, risks, lock-in conditions, repayment obligations or other important terms;
f. Use coercive, threatening, deceptive or unfair practices;
g. Engage in mis-selling of any product or service;
h. Obtain customer consent through misrepresentation or misleading information;
i. Force, pressure or unduly influence customers to purchase any product or service;
j. Use offensive, abusive or inappropriate language;
k. Solicit or accept any unauthorized payment from customers;
l. Engage in any conduct prejudicial to the interests, reputation & integrity of the Company.

**7A. EXPLICIT CUSTOMER CONSENT**

7A.1 No financial product or service of the Company or any third-party product/service distributed through the Company shall be marketed, offered, sourced or sold without obtaining the customer's explicit consent.

7A.2 Explicit consent shall mean a specific, informed and unambiguous indication of the customer's agreement to purchase, avail or receive a particular product or service.

7A.3 Consent may be obtained through:
a. Physical signature;
b. Electronic signature;
c. OTP authentication;
d. Digitally recorded confirmation;
e. Consent captured through approved digital channels;
f. Any other mechanism approved by the Company and permitted under applicable law.

7A.4 Where more than one product or service is offered through a single form, platform or application, separate and identifiable consent shall be obtained for each product or service.

7A.5 Customers shall be free to choose the products and services they wish to avail and shall not be compelled to provide consent for products or services not required by them.

7A.6 DSA/DMA/AP/TPPSP and/or its employees, representatives and sub-agents shall not obtain consent through:
a. Misrepresentation;
b. Concealment of material facts;
c. Coercion;
d. Pre - ticked boxes (the default choice for the customer to give consent shall be 'No' / 'I do not agree');
e. Misleading disclosures;
f. Any unfair or deceptive practice.

**7A.7 Digital Consent Journey**
Where consent is obtained through any website, mobile application, digital platform or other user interface:
a. The process shall be designed so that consent cannot be provided without the customer being presented with, and being required to go through, the applicable terms and conditions and material disclosures;
b. The relevant product or service shall not be selected by default;
c. The default choice shall be "No", "I do not agree" or an equivalent negative option;
d. The customer shall be required to undertake a clear affirmative action to provide consent; and
e. The system shall retain an appropriate audit trail of the disclosures shown and the affirmative action taken by the customer.

7A.8 Consent records shall be maintained and preserved in accordance with Company policies and applicable regulatory requirements.

**7B. PRODUCT DISCLOSURE REQUIREMENTS**
7B.1 Prior to obtaining consent from a customer, DSA/DMA/AP/TPPSP and/or its employees, representatives and sub-agents shall clearly explain all material features of the product or service.

7B.2 The following information shall be disclosed (in the form of upfront disclosure):
a. Interest rate;
b. Processing fee;
c. Charges and fees;
d. Repayment obligations;
e. Loan tenure;
f. EMI obligations;
g. Security requirements;
h. Risks associated with the product;
i. Lock-in conditions;
j. Foreclosure conditions;
k. Exit conditions;
l. Penal charges and penalties;
m. Customer obligations;
n. Any other material terms and conditions.

7B.3 Customers shall be provided applicable regulatory disclosures including:
a. Most Important Terms and Conditions (MITC) & Key Facts Statement (KFS);
b. Product brochures;
c. Product disclosures prescribed by any regulator;
d. Any other disclosure prescribed by the Company.

7B.4 All disclosures shall be made in a fair, transparent and comprehensible manner.

7B.5 No material information shall be concealed or misrepresented.

**7C. SUITABILITY AND APPROPRIATENESS OF PRODUCTS**

7C.1 DSA/DMA/AP/TPPSP and/or its employees, representatives and sub-agents shall endeavour to recommend products that are suitable and appropriate to the customer's requirements and profile.

7C.2 Prior to recommending a product or service, reasonable efforts shall be made to understand:
a. Customer requirements;
b. Purpose of availing the product;
c. Financial capability;
d. Risk profile;

e. Product expectations;
f. Any other relevant factors (time horizon, complexity, fee structure, customer's age, income, level of financial literacy, risk tolerance)

7C.3 Products shall not be recommended solely for the purpose of achieving business targets, incentives or commissions.

7C.4 DSA/DMA/AP/TPPSP personnel shall ensure that customers understand the nature, features, benefits, obligations and risks associated with the product being offered.

**7D. PREVENTION OF MIS-SELLING**

7D.1 DSA/DMA/AP/TPPSP and/or its employees, representatives and sub-agents shall not engage in any act of mis-selling.

7D.2 Definition of Mis-selling

"Mis-selling" means the sale of any financial product or service, whether the Company's own product or service or a third-party product or service, in any of the following circumstances:

a. Sale of a product or service that is neither suitable nor appropriate having regard to the customer's profile evaluated at the time of sale, notwithstanding the customer's explicit consent;
b. Sale of a product or service without providing correct and complete information, or by providing false, incorrect, incomplete or misleading information;
c. Sale of a product or service without obtaining the customer's explicit consent;
d. Compulsory bundling of another product or service with the sale of the product or service requested by the customer; or
e. Sale of a product or service involving any other act, omission, practice or element defined or treated as mis-selling by the applicable financial-sector regulator or any other competent authority.

For the purpose of this clause, "compulsory bundling" means making the availment of one product or service by a customer conditional upon the availment of another product or service, whether the Company's own or a third-party product or service.

Offering multiple products or services as a package shall not constitute compulsory bundling where:

i. The customer has voluntarily elected to avail each product or service after receiving complete and transparent information;
ii. Separate and explicit consent has been obtained for each product or service; and
iii. The customer is free to decline any optional product or service without affecting the availability or terms of the product or service originally requested by the customer.

For avoidance of doubt, explicit consent shall not validate the sale of a product or service that is unsuitable or inappropriate for the customer.

7D.3 Any instance of mis-selling shall constitute a serious violation of this Code.

7D.4 The Company may initiate disciplinary action, suspension, termination, recovery of losses or blacklisting in cases involving mis-selling.

7D.5 Compensation and Refund in Cases of Mis-selling

The Company shall maintain a Board-approved Policy governing the investigation, determination, compensation, refund and remediation of cases involving established mis-selling, as amended from time to time. Such Policy shall form part of the Company's internal governance framework.

The DSA/DMA/AP/TPPSP and its employees, representatives and sub-agents shall comply with the provisions of the said Policy, cooperate fully with the Company in the investigation and resolution of any alleged or established case of mis-selling, promptly provide all records, documents and information sought by the Company, and implement such corrective, remedial or recovery measures as may be required under the terms of their agreement with the Company and the applicable Board-approved Policy.

**7E. THIRD-PARTY PRODUCTS AND SERVICES (TPPS)**

7E.1 Where any third-party product or service is distributed, referred or facilitated through the Company, DSA/DMA/AP/TPPSP personnel shall clearly disclose:

a. Name of the third-party provider;
b. Nature of the product/service;
c. Role of the Company;
d. Role of the third-party provider.

7E.2 Third-party products and services shall not be represented as products of the Company.

7E.3 Customers shall be informed where a product is provided by an external service provider.

7E.4 DSA/DMA/AP/TPPSP personnel shall not create any impression that purchase of a third-party product is mandatory unless specifically required by law or approved Company policy.

7E.5 All applicable regulatory requirements relating to third-party products shall be complied with.

**7F. PROHIBITION OF COMPULSORY BUNDLING**

7F.1 Customers shall not be compelled, coerced or induced to purchase any insurance, protection plan, investment product or ancillary service as a condition for availing any loan or financial product of the Company.

7F.2 Where the availability of the Company's own product or service is contingent upon purchase of a TPPS as a risk mitigant, the customer shall be provided the option to purchase the required product or service from any TPPS Provider of the customer's choice, subject to the product or service meeting the Company's disclosed risk-mitigation requirements.

7F.3 Offering multiple products or services as a package shall not constitute compulsory bundling where:
a. The package is based on the customer's voluntary and explicit consent;
b. Separate information regarding each product or service has been provided;
c. The customer is free to decline every optional product or service; or
d. The additional product or service is provided on a complimentary basis without any direct or indirect cost to the customer.

7F.4 Any forced sale, tying arrangement or compulsory bundling shall be treated as mis-selling.

**7G. DIGITAL CONDUCT AND PROHIBITION OF DARK PATTERNS**

7G.1 DSA/DMA/AP/TPPSP and/or its employees, representatives and sub-agents shall ensure fairness, transparency and customer-centricity in all digital interactions.

7G.2 The following practices are strictly prohibited:
a. Pre - ticked consent boxes;
b. Hidden charges;
c. Misleading countdown timers;
d. False urgency messages;
e. Subscription traps;
f. Basket sneaking;
g. Confirm shaming;
h. Interface manipulation;
i. Forced actions;
j. Trick wording;
k. Bait and switch practices;
l. Disguised advertisements;
m. Drip pricing
n. Nagging
o. Any other prohibited dark pattern.

7G.3 Digital communications, websites, applications, lead-generation platforms and customer journeys shall not contain misleading or deceptive design elements.

7G.4 Customers shall be provided a simple and transparent mechanism to opt out of promotional communications wherever applicable.

**8. TELEMARKETING ETIQUETTES**

8.1 Pre-Call
a. No calls prior to 09:30 hours or after 19:00 hours unless specifically requested or authorized by the customer;
b. No serial calling or repeated unwanted communication;
c. No use of unauthorized customer lists;

d. No communication in violation of DND preferences;
e. Ensure customer details are sourced through lawful and approved channels.

8.2 During Call
DSA/DMA/AP/TPPSP personnel shall:
a. Identify themselves, their organization and the Company;
b. Seek permission before proceeding;
c. State the purpose of the call clearly;
d. Conduct the discussion professionally and courteously;
e. Communicate in a language reasonably understood by the customer;
f. Explain key product features and disclosures;
g. Refrain from interrupting, arguing or pressuring the customer;
h. Provide, when requested, their own contact details as well as the Company's customer-care contact number and the name and contact details of the Company's designated Grievance Redressal Officer;
i. Respect customer decisions;
j. Thank the customer for his/her time.

8.3 Post Call
a. Customers expressing disinterest shall not be repeatedly contacted for the same offer;
b. Requests for DND tagging shall be promptly escalated to the Company;
c. Product servicing issues shall be referred to the Company's customer service channels;
d. Feedback and customer concerns shall be promptly communicated to the Company.

8.4 Customer Communication Standards
All telemarketing activities shall be undertaken in a manner that protects customer dignity, privacy and interests.

**9. GIFTS OR BRIBES**

9.1 DSA/DMA/AP/TPPSP and/or its employees, representatives and sub-agents shall not:
a. Offer gifts, inducements, kickbacks, commissions or gratification to customers for soliciting business;
b. Accept gifts, bribes or unlawful benefits from customers or third parties.

9.2 Any attempt to offer or solicit unlawful payments shall be immediately reported to the Company.

9.3 Violations shall attract disciplinary action, including termination and blacklisting.

**10. PRECAUTIONS TO BE TAKEN ON VISITS/CONTACTS**

DSA/DMA/AP/TPPSP and/or its employees, representatives and sub-agents shall:
a. Respect customer privacy and dignity;
b. Visit customers only with their consent;
c. Maintain professional conduct at all times;
d. Not enter premises against the wishes of the customer;
e. Maintain reasonable personal space;
f. Limit discussions strictly to business matters;
g. Provide, when requested, their own contact details as well as the Company's customer-care contact number and the name and contact details of the Company's designated Grievance Redressal Officer;
h. Avoid repeated visits after customer refusal unless specifically requested by the customer;
i. Ensure customer information is not discussed with unauthorized persons.
j. Do not make any false / unauthorised commitment on behalf of the Company
k. Do not mislead or coerce the customer in purchase of any product / service offered by the Company
l. Communicate the terms and conditions to the customer, if he / she plans to buy the product / service and make such other information / details available which are required to understand the product / service further
m. DSA/DMA/AP/TPPSP neither mislead the customer about their business or organisation’s name nor the DSA/DMA sub-agents or representatives of any TPPS Provider deployed for sale or marketing activities in the NBFC’s premises falsely represent themselves as the NBFC’s employees.

**11. APPEARANCE AND DRESS CODE**

11.1 DSA/DMA/AP/TPPSP personnel shall maintain professional appearance and decorum while interacting with customers.

11.2 Appropriate formal or business attire shall be worn during customer meetings.

11.3 Conduct, grooming and behaviour shall reflect professionalism and uphold the reputation of the Company.

11.4 All DSA/DMA/AP sub-agents and TPPS Provider representatives deployed at Company premises must be clearly distinguishable from Company employees and prominently carry Company-issued or approved identification stating their full name, photograph, associated entity, representative capacity, and “Authorised Representative – Not an Employee of Capri Global Capital Limited.” They must not use any designation, credential, contact detail, uniform, or material implying Company employment, and must immediately surrender all identification, access credentials, badges, and Company materials upon suspension, cessation, or termination of their engagement.

**12. HANDLING OF LETTERS AND OTHER COMMUNICATION**

12.1 Any communication sent to customers or prospects shall be in the mode, content and format approved by the Company.

12.2 No unauthorized communication, advertisement, promotional material or representation shall be issued on behalf of the Company.

12.3 All communications shall be accurate, fair, transparent and compliant with applicable laws and Company policies.

12.4 Records of customer communications shall be maintained wherever required by the Company.

13. **QUALIFICATIONS FOR DSA / DMA / AP/TPPSP**

13.1 The DSA/DMA/AP/TPPSP shall possess the necessary capability, competence, infrastructure and resources to undertake activities assigned by the Company.

13.2 Individual DSAs/DMAs/Aps/TPPSP shall possess such educational qualifications, certifications, experience and training as may be prescribed by the Company or applicable regulatory authorities from time to time.

13.3 Corporate entities seeking empanelment as DSA/DMA/AP/TPPSP shall ensure that their constitutional documents, including Memorandum of Association, Articles of Association, Partnership Deed, LLP Agreement or equivalent constitutive documents, permit carrying on activities relating to sourcing, marketing, promotion, referral or distribution of financial products and services.

13.4 The DSA/DMA/AP/TPPSP shall ensure that its employees, representatives and sub-agents possess the knowledge, training and competence required for carrying out assigned activities.

13.5 The Company reserves the right to prescribe additional eligibility criteria, certifications, training requirements or operational standards from time to time.

**14. EMPANELMENT OF DSA / DMA / AP / TPPSP**

14.1 Any DSA/DMA/AP/TPPSP seeking engagement or empanelment with the Company shall submit an application in the format prescribed by the Company.

14.2 The application shall be accompanied by such documents, declarations, undertakings, registrations and certifications as may be required by the Company.

14.3 The Company shall conduct and document pre-engagement due diligence, background verification, reference checks, site visits, capability assessments and risk assessments in accordance with Section 14A before granting empanelment. Where the proposed arrangement involves sub-agents, separate approval and due diligence shall be undertaken in accordance with Section 14B.

14.4 Empanelment shall be subject to execution of all agreements, declarations and documents prescribed by the Company.

14.5 The Company reserves the right to reject, suspend, terminate or refuse renewal of empanelment without assigning any reason, subject to applicable laws.

14.6 The Company shall maintain an up-to-date database of empanelled DSAs/DMAs/Aps/TPPSP and may publish such information as required under applicable regulatory guidelines.

## 14A. GOVERNANCE AND OVERSIGHT OF DSA/DMA/AP/TPPSP ENGAGEMENTS

14A.1 Governance Objective

The Company shall maintain a risk-based governance and oversight framework for the selection, empanelment, deployment, supervision, monitoring, performance evaluation, renewal, suspension and termination of DSAs/DMAs/Aps/TPPSP and their employees, representatives and sub-agents.

The framework shall be proportionate to the nature, scale, complexity, geographical spread, customer impact, data access and risk profile of the activities assigned to the relevant DSA/DMA/AP/TPPSP.

14A.2 Activities That May Be Assigned

Subject to the written agreement, approved operating procedures, applicable law and such restrictions as may be prescribed by the Company, a DSA/DMA/AP/TPPSP may be assigned one or more of the following activities:

a. Generation and referral of prospective customer leads obtained through lawful and approved sources;
b. Marketing and promotion of products and services specifically approved by the Company;
c. Providing factual product information and explaining approved product features, eligibility criteria, fees, charges and documentation requirements;
d. Assisting prospective customers in completing application forms and compiling supporting documents;
e. Facilitating submission of applications and documents through approved channels;
f. Scheduling customer meetings, field visits or interactions with authorised Company personnel;
g. Providing status updates based only on information authorised by the Company;
h. Conducting preliminary document checks or field-verification activities where specifically authorised;
i. Distribution of Company-approved brochures, Key Facts Statements, disclosures and promotional material;
j. Collecting customer feedback and referring complaints to the Company through approved channels; and
k. Such other non-discretionary and ancillary activities as may be expressly approved in writing by the Company.

Assignment of any activity shall be specific, documented and consistent with the capability, training, authorisation and risk classification of the relevant DSA/DMA/AP/TPPSP.

14A.3 Activities That Shall Not Be Assigned or Undertaken

Unless expressly permitted by applicable law and specifically authorised under an approved Company policy, no DSA/DMA/AP/TPPSP, employee, representative or sub-agent shall:

a. Sanction, approve, reject, renew, restructure or modify any loan, credit facility or financial product;
b. Exercise credit discretion, make a final credit decision or communicate an unauthorised assurance of approval;
c. Determine or alter interest rates, fees, charges, waivers, repayment terms, credit limits or product conditions;
d. Execute any agreement, sanction letter, receipt, discharge, undertaking or other document on behalf of the Company;
e. Collect cash, blank cheques, bearer instruments, passwords, PINs, OTPs, CVVs, internet-banking credentials or other confidential authentication information from customers;
f. Maintain, retain or transmit customer information through personal devices, personal email accounts, unauthorised applications or unapproved storage media;
g. Issue unauthorised advertisements, promotional material, customer communication, social-media communication or public statement using the Company’s name or brand;
h. Represent itself or any of its personnel as an employee, officer or authorised decision-maker of the Company;
i. Appoint, replace or deploy a sub-agent without the prior written approval of the Company;
j. Further outsource or subcontract any assigned activity without prior written approval;
k. Make any false, misleading or unauthorised commitment or assurance on behalf of the Company;
l. Undertake recovery or repossession activity unless separately empanelled and authorised under the applicable recovery-agent framework;
m. Impose, collect or retain any unauthorised fee or consideration from a customer;
n. Alter, fabricate, suppress or destroy customer documents or Company records;

o. Obtain customer consent by coercion, misrepresentation, concealment, pre-ticked options or any prohibited dark pattern; or
p. Undertake any activity prohibited by law, regulation, the agreement, this Code or Company policy.

14A.4 Pre-Engagement Due Diligence

Before empanelment or commencement of activities, the Company shall undertake and document due diligence proportionate to the nature and risk of the proposed engagement. The due diligence may include:

a. Verification of legal existence, ownership, constitutional documents and authority to undertake the proposed activities;
b. Verification of registered office, principal place of business, operational locations and physical infrastructure;
c. Identification and verification of promoters, directors, partners, proprietors, beneficial owners, key managerial personnel and authorised signatories;
d. Verification of PAN, GST registration, licences, registrations, tax status and other statutory documents, as applicable;
e. Assessment of financial position, solvency, business continuity and ability to discharge contractual obligations;
f. Assessment of experience, competence, staffing, technology, data-security arrangements and operational capacity;
g. Background checks, reference checks and searches relating to criminal proceedings, fraud, regulatory action, litigation, insolvency, wilful default, debarment, blacklisting or adverse media, subject to applicable law;
h. Identification of actual, potential or perceived conflicts of interest;
i. Assessment of arrangements for recruitment, screening, training and supervision of employees, representatives and proposed sub-agents;
j. Assessment of information-security, privacy, access-control and record-retention arrangements;
k. Assessment of complaint history and conduct risk, where the entity has prior experience in financial services;
l. Confirmation that proposed personnel possess qualifications or certifications prescribed by applicable financial-sector regulators; and
m. Any enhanced due diligence considered necessary based on the risk classification of the engagement.

No DSA/DMA/AP/TPPS shall commence activity until all material due-diligence observations have been satisfactorily resolved, accepted by the competent authority or covered by a time-bound risk-mitigation plan.

14A.5 Risk Classification

The Company shall maintain a Board-approved Policy and internal governance framework for the risk classification, monitoring and oversight of DSA/DMA/AP/TPPS, as amended from time to time. Such framework may provide for the categorisation of DSA/DMA/AP/TPPS based on the Company's risk assessment methodology and shall prescribe the applicable monitoring, review, inspection, audit, due diligence and other oversight measures commensurate with the assessed risk.

The DSA/DMA/AP/TPPS and its employees, representatives and sub-agents shall comply with the requirements of such Board-approved Policy and internal governance framework and shall extend full cooperation to the Company in connection with all monitoring, review, inspection, audit, due diligence and other oversight activities undertaken thereunder.

14A.6 Ongoing Due Diligence and Monitoring

During the period of engagement, the Company shall carry out ongoing due diligence and monitoring at a frequency determined by the relevant risk classification. Such review may include:

a. Periodic renewal of KYC, constitutional, ownership, licensing and statutory records;
b. Review of changes in directors, partners, proprietors, beneficial owners, key personnel, authorised signatories or operational locations;
c. Periodic screening for regulatory actions, criminal proceedings, fraud, litigation, insolvency, blacklisting, adverse media and material reputational events;
d. Review of financial capacity, operational capability, staffing and infrastructure;

e. Review of training and certification records;
f. Review of customer complaints, mis-selling allegations, consent exceptions, data incidents and conduct breaches;
g. Sample-based verification of customer interactions, applications, disclosures and consent records;
h. Review of advertisements, telecalling practices, digital journeys and customer communications;
i. Review of sub-agent appointment, deployment, supervision and attrition;
j. Site visits, mystery shopping, call monitoring, system reviews or field inspections, wherever appropriate;
k. Verification of compliance with corrective-action plans; and
l. Reassessment of the engagement's risk classification.

The DSA/DMA/AP/TPPSP shall immediately notify the Company of any material change or event that may affect its eligibility, reputation, capacity or compliance status.

14A.7 Performance Evaluation Standards

The performance of every DSA/DMA/AP/TPPSP shall be evaluated periodically against quantitative and qualitative standards prescribed by the Company. Such standards may include:

a. Business volumes and achievement of agreed service levels, Delinquency levels;
b. Application quality, documentation completeness and error rates;
c. Approval, rejection, cancellation and early-delinquency trends, where relevant;
d. Customer complaint rate and complaint severity;
e. Number and nature of substantiated mis-selling cases;
f. Customer-consent exceptions and disclosure deficiencies;
g. Customer feedback or satisfaction indicators;
h. Turnaround time and responsiveness;
i. Compliance with training and certification requirements;
j. Data-security, confidentiality and access-control incidents;
k. Audit, inspection and monitoring observations;
l. Repeat or overdue corrective actions;
m. Fraud, forgery, impersonation or document-manipulation incidents;
n. Conduct and disciplinary record of employees, representatives and sub-agents; and
o. Such product-specific or risk-specific indicators as may be prescribed.

Business volume or revenue generation shall not be the sole basis of performance evaluation. Customer outcomes, conduct, compliance and quality indicators shall carry appropriate weight.

14A.8 Control Mechanisms

The Company shall establish appropriate preventive, detective and corrective controls over activities performed by DSAs/DMAs/APs/TPPSP. Depending upon the nature and risk of the engagement, such controls may include:

a. Written agreements and approved standard operating procedures;
b. Activity-wise authorisation and role-based access controls;
c. Maker-checker or supervisory review of prescribed activities;
d. Approved scripts, forms, disclosures, advertisements and customer communications;
e. System controls restricting access to customer information on a need-to-know basis;
f. Restrictions on downloading, copying, retaining or sharing customer data;
g. Unique user credentials and prohibition on sharing of system credentials;
h. Maintenance of approved personnel and sub-agent databases;
i. Mandatory identification and premises-access controls;
j. Call recording, digital audit trails, consent records and application-tracking controls, where applicable;
k. Sample checking, customer call-backs and post-sale verification;
l. Complaint, exception and incident monitoring;
m. Reconciliation of business, fees, payouts and rejected or cancelled cases;
n. Periodic certification of compliance by the DSA/DMA/AP/TPPSP;
o. Inspection, audit, mystery shopping and field-surveillance mechanisms;
p. Corrective and preventive action tracking; and
q. Suspension or restriction of access and business pending investigation of material concerns.

14A.9 Inspection and Audit

The Company, its internal auditors, external auditors, authorised representatives and applicable regulatory authorities shall have the right to inspect or audit the DSA/DMA/AP/TPPSP and its approved sub-agents in relation to activities undertaken for the Company.

The DSA/DMA/AP/TPPSP shall:

a. Provide timely access to premises, personnel, systems, records and documents;
b. Cooperate with interviews, sample testing, customer verification and investigations;
c. Submit responses and action plans within the prescribed time;
d. Rectify observations within agreed timelines; and
e. Permit verification of closure by the Company.

Obstruction of an audit, concealment of information, provision of false information or failure to implement material corrective actions shall constitute a serious breach.

14A.10 Periodic Compliance Certification

At such frequency as may be prescribed, the authorised signatory of the DSA/DMA/AP/TPPSP shall provide a certification confirming that:

a. The entity and its approved personnel and sub-agents have complied with this Code and the agreement;
b. No unapproved sub-agent has been appointed or deployed;
c. Applicable training and certification requirements have been completed;
d. All material complaints, breaches, frauds and regulatory events have been disclosed;
e. Customer data has been handled only through approved systems and channels; and
f. Corrective actions communicated by the Company have been completed or accurately reported as pending.

14A.11 Escalation and Non-Compliance Matrix

Instances of non-compliance shall be classified and escalated according to their nature, recurrence, customer impact, financial impact, regulatory impact and reputational risk.

Level I – Minor or Isolated Deviation

Examples may include an isolated documentation deficiency, delayed submission, minor process lapse or first-time non-material breach.

Action may include:

a. Written advisory or warning;
b. Mandatory correction within a stipulated period;
c. Counselling or refresher training; and
d. Enhanced monitoring.

The matter shall ordinarily be handled by the relevant Business Function with reporting to the designated control function, where required.

Level II – Material or Repeated Non-Compliance

Examples may include repeated process breaches, significant disclosure failure, unauthorised communication, failure to supervise personnel, repeated customer complaints, non-completion of training or failure to close audit observations.

Action may include:

a. Formal show-cause notice;
b. Suspension of specified personnel, products, locations or activities;
c. Withholding of incentives or payouts, where contractually permissible;
d. Enhanced review or special audit;
e. Time-bound corrective and preventive action plan;
f. Replacement or debarment of responsible personnel; and
g. Escalation to the relevant Business Head and designated Risk or Compliance official.

Level III – Critical or Serious Breach

Examples may include fraud, forgery, impersonation, established mis-selling, coercion, unauthorised collection of money, serious data breach, regulatory violation, wilful concealment, use of an unapproved sub-agent, false representation as a Company employee, obstruction of audit or any conduct causing material customer harm or reputational damage.

Action may include:

a. Immediate suspension of business and system or premises access;
b. Suspension of payouts pending investigation, where contractually permissible;
c. Termination of the engagement;
d. Recovery of customer compensation, losses, costs or damages attributable to the DSA/DMA/AP/TPPSP;
e. Debarment or blacklisting of the entity and responsible individuals;
f. Reporting to law-enforcement agencies, regulators, industry bodies or other authorities, where required; and
g. Escalation to senior management, the appropriate management committee and/or the Board or a Board-level committee, depending upon materiality.

Nothing in this clause shall prevent the Company from taking immediate protective action without following the sequence applicable to lower-level breaches where customer interest, regulatory compliance, data security or the Company's reputation may be at risk.

14A.12 Record of Governance Actions

The Company shall maintain a Board-approved Policy and internal governance framework for maintaining records relating to the oversight, monitoring and governance of DSA/DMA/AP/TPPS engagements, as amended from time to time. Such framework shall prescribe the nature of records to be maintained, the responsibilities for record management and the applicable record-retention requirements in accordance with applicable laws, regulatory requirements and the Company's internal policies.

The DSA/DMA/AP/TPPS and its employees, representatives and sub-agents shall provide all information, documents, records and assistance as may be required by the Company for maintaining such governance records and shall comply with all record-related requirements communicated by the Company from time to time.

**14B. GOVERNANCE OF SUB-AGENTS**

14B.1 Engagement of Sub-Agents

The DSA/DMA/AP/TPPS may engage employees, representatives or sub-agents for carrying out activities relating to the Company's business, subject to the terms of its agreement with the Company, applicable laws and regulations, this Code of Conduct and the Company's Board-approved policies and internal governance framework, as amended from time to time.

Where prescribed under the Company's Board-approved policies or internal governance framework, the DSA/DMA/AP/TPPS shall obtain the Company's approval before engaging or deploying sub-agents for specified activities.

14B.2 Responsibility of the Principal DSA/DMA/AP/TPPS

The DSA/DMA/AP/TPPS shall remain fully responsible and accountable for the acts, omissions, conduct, representations and regulatory compliance of its employees, representatives and sub-agents engaged in connection with the Company's business, as if such acts or omissions were those of the DSA/DMA/AP/TPPS itself.

The engagement of any employee, representative or sub-agent shall not create any employment, agency, partnership or contractual relationship between such person and the Company, except where expressly agreed by the Company in writing.

14B.3 Compliance with the Company's Governance Framework

The DSA/DMA/AP/TPPS shall ensure that its employees, representatives and sub-agents comply with this Code of Conduct, the Company's Board-approved policies and internal governance framework, and all instructions, operational guidelines and standard operating procedures issued by the Company from time to time.

The DSA/DMA/AP/TPPS shall ensure that its employees, representatives and sub-agents are adequately trained, competent and authorised to perform the activities assigned to them in accordance with applicable regulatory requirements and the Company's internal policies.

14B.4 Cooperation with Due Diligence, Monitoring and Oversight

The DSA/DMA/AP/TPPS shall provide all information, documents, records and assistance reasonably required by the Company for the purposes of due diligence, monitoring, inspection, audit, review, investigation or any other oversight activity carried out in accordance with the Company's Board-approved policies and internal governance framework.

The DSA/DMA/AP/TPPS shall promptly implement any corrective or remedial actions communicated by the Company in relation to its employees, representatives or sub-agents.

14B.5 Reporting of Material Events

The DSA/DMA/AP/TPPS shall promptly notify the Company of any material event relating to its employees, representatives or sub-agents that may adversely affect their eligibility, legal or regulatory status, operational capability, reputation, or compliance with applicable laws, regulations, this Code of Conduct or the terms of engagement with the Company.

Such events shall include, wherever applicable, fraud, attempted fraud, data security incidents, customer complaints involving misconduct or mis-selling, regulatory or enforcement actions, material litigation, insolvency, or any other event that may expose the Company to legal, regulatory, operational, financial or reputational risk.

14B.6 Records and Compliance

The DSA/DMA/AP/TPPS shall maintain such records relating to its employees, representatives and sub-agents as may be prescribed under the Company's Board-approved policies and internal governance framework and shall furnish the same to the Company whenever required for regulatory, compliance, audit or supervisory purposes.

## 15. ENGAGEMENT TERMS, OVERSIGHT AND REGULATORY COMPLIANCE

15.1 The engagement of the DSA/DMA/AP/TPPS with the Company shall be governed by the terms of the Agreement, this Code of Conduct, the Company's Board-approved policies and internal governance framework, as amended from time to time, and all applicable laws, regulations and regulatory guidelines.

15.2 The DSA/DMA/AP/TPPS shall comply with all obligations, operational requirements, customer protection standards, confidentiality obligations, service standards and regulatory requirements communicated by the Company from time to time in accordance with its Board-approved policies and internal governance framework.

15.3 The Company shall have the right to monitor, supervise, review and oversee the activities performed by the DSA/DMA/AP/TPPS and its employees, representatives and sub-agents in such manner as may be prescribed under the Company's Board-approved policies and internal governance framework.

15.4 The DSA/DMA/AP/TPPS shall provide the Company, its internal or external auditors, and any person authorised by the Company with access to such books, records, documents, systems and information relating to the Company's business as may reasonably be required for audit, inspection, monitoring, review, investigation or regulatory compliance purposes.

15.5 The DSA/DMA/AP/TPPS shall maintain the confidentiality, integrity and security of all customer information and Company information and shall implement appropriate safeguards in accordance with applicable laws, regulatory requirements and the Company's policies.

15.6 The DSA/DMA/AP/TPPS shall comply with the Company's Board-approved policies and internal governance framework relating to business continuity, operational resilience, information security, outsourcing governance and such other operational requirements as may be communicated by the Company from time to time.

15.7 The engagement of employees, representatives or sub-agents by the DSA/DMA/AP/TPPS shall be governed by Section 14B of this Code of Conduct and the Company's Board-approved policies and internal governance framework. The DSA/DMA/AP/TPPS shall remain fully responsible and accountable for the acts, omissions and conduct of its employees, representatives and sub-agents.

15.8 The DSA/DMA/AP/TPPS shall extend full cooperation during any audit, inspection, review or investigation conducted by the Company or by any person authorised by the Company and shall promptly implement any corrective or remedial measures communicated by the Company.

15.9 The DSA/DMA/AP/TPPS shall provide all information, records, documents and assistance required by the Company for regulatory reporting, audit, inspection, investigation or compliance with applicable legal and regulatory requirements.

15.10 The DSA/DMA/AP/TPPS acknowledges and agrees that the Reserve Bank of India (RBI), National Housing Bank (NHB) and any other competent regulatory or statutory authority shall have such rights of inspection, supervision and access to records relating to the Company's outsourced activities as may be provided under applicable laws and regulatory directions.

15.11 The obligations relating to confidentiality, data protection, regulatory compliance, customer protection, record preservation and cooperation with regulatory or investigative authorities shall survive the expiry or termination of the engagement to the extent required under applicable laws, regulatory requirements or the terms of engagement with the Company.

15.12 The DSA/DMA/AP/TPPS shall preserve and maintain all records relating to the Company's business in accordance with applicable laws, regulatory requirements and the Company's Board-approved policies and internal governance framework.

15.13 Any breach of this Code of Conduct, applicable laws or regulatory requirements, or the Company's Board-approved policies and internal governance framework, by the DSA/DMA/AP/TPPS or any of its employees, representatives or sub-agents shall constitute a breach of the terms of engagement and may result in such disciplinary, contractual or other action as the Company may deem appropriate, including suspension, termination, recovery of losses, de-empanelment or blacklisting, without prejudice to any other rights or remedies available to the Company under law or contract.

**16. TERMINATION OF AGREEMENT**

16.1 The agreement between the Company and DSA/DMA/AP/TPPSP shall remain valid 3 years from the date of empanelment unless terminated earlier. After 3 years are over then renewal of agreement would be required.

16.2 The Company may terminate the agreement in accordance with the terms of the agreement and applicable policies.

16.3 The Company may immediately suspend or terminate the engagement in cases involving:

a. Mis-selling;
b. Fraud;
c. Data breach;
d. Regulatory violations;
e. Customer complaints of serious nature;
f. Breach of this Code;
g. Reputational risk to the Company.
h. Non-compliance any of the terms and conditions

16.4 Upon termination:

a. No fresh business shall be sourced on behalf of the Company;
b. Use of Company name, logo, branding and material shall cease immediately;
c. Customer information and records shall be returned or destroyed as instructed by the Company;
d. Outstanding obligations shall survive to the extent specified by the agreement.

16.5 Termination shall not prejudice any rights, remedies or actions available to the Company.

**17. TRAINING TO DSA/DMA/AP/TPPSP AND THEIR EMPLOYEES / REPRESENTATIVES / SUB-AGENTS**

17.1 Every DSA/DMA/AP/TPPSP and/or its employees, representatives and sub-agents shall undergo induction training prior to commencement of activities.

17.2 Refresher training shall be conducted at least annually or at such frequency as determined by the Company.

17.3 DSA/DMA/AP/TPPSP shall ensure participation of all relevant personnel in training programmes.

17.4 The Company shall maintain records of training conducted and participation thereof.

**18. MAINTENANCE OF DATABASE OF DSAs/DMAs/APs/TPPSP**

18.1 The Company shall maintain an updated database of all empanelled DSAs/DMAs/Aps/TPPPS, approved sub-agents, their authorised personnel and TPPS Provider representatives deployed within the Company's premises.

18.2 The database shall contain such information as may be prescribed by the Company or regulatory authorities, including:

a. Name and address;
b. Constitution type;
c. Contact details;
d. Date of empanelment;
e. Operational area;
f. Products handled;
g. Training records;
h. Risk classification;

18.3 The Company shall maintain records of inspections, audits, reviews and corrective actions relating to DSA/DMA/AP/TPPSP.

18.4 Action Taken Reports (ATR) arising out of inspections, audits or reviews shall be maintained and monitored.

18.5 Records shall be preserved in accordance with legal, regulatory and Company requirements.

**19. GENERAL**

19.1 Due Diligence and Ongoing Monitoring

The Company shall undertake structured pre-engagement and ongoing due diligence and monitoring of DSAs/DMAs/Aps/TPPSP and their approved sub-agents. The scope and frequency of such review shall be determined on a risk-based basis and shall consider financial, operational, conduct, compliance, data-security, customer-protection, governance and reputational factors.

19.2 Management Oversight

The Company shall maintain an appropriate governance and oversight framework for monitoring outsourced activities and DSA/DMA/AP/TPPSP operations.

19.3 Audit and Compliance Review
Internal audit, risk management or external auditors may review DSA/DMA/AP/TPPSP activities to assess compliance with:
a. Applicable laws;
b. Regulatory requirements;
c. Company policies;
d. This Code.

19.4 Public Notification of Termination
Where considered necessary by the Company, termination of engagement may be communicated publicly to protect customer interests.

19.5 Grievance Redressal Mechanism
The Company shall maintain an effective Grievance Redressal Mechanism for addressing customer complaints. The designated Grievance Redressal Officer shall ensure prompt and fair resolution of customer grievances. The mechanism shall also cover complaints relating to services provided by DSA/DMA/AP/TPPSP.

19.6 Customer Complaint Timelines
Customers may lodge complaints through channels prescribed by the Company.
The grievance redressal process and applicable timelines shall be published on the Company's website and other customer-facing channels. A customer may lodge a complaint regarding mis-selling of a financial product or service within the timeline specified by the relevant financial sector regulator. Where no such timeline has been specified, the customer may lodge such complaint within thirty (30) days of receiving the signed copy of the terms and conditions / agreement.

19.7 Payments to DSA/DMA/AP/TPPSP
No payment shall be made in cash to DSA/DMA/AP/TPPS provider.
All fees, incentives, commissions and reimbursements shall be paid only through banking channels.

19.8 Operational Area
The Company may prescribe the operational area, geographical jurisdiction or business scope within which a DSA/DMA/AP/TPPSP may operate.

19.9 Lead Sharing
Leads shall be shared by DSA/DMA/AP/TPPSP only in formats approved by the Company and after obtaining necessary customer consent.

19.10 Confidentiality and Data Protection
DSA/DMA/AP/TPPSP and/or its employees, representatives and sub-agents shall preserve and protect all customer information, personal data, business information and confidential information obtained during the course of engagement.

19.11 Acknowledgement of Code
DSA/DMA/AP/TPPSP shall acknowledge that it has read, understood and agreed to comply with this Code in letter and spirit.

19.12 Fraud Reporting
DSA/DMA/AP/TPPSP shall immediately report to CGCL if any fraud, attempted fraud, misconduct, forgery, identity theft, unauthorized activity or regulatory violation involving its employees, representatives or sub-agents. The Company may permanently debar such persons from undertaking business on its behalf.

19.13 Customer Feedback and Mis-selling Complaints
DSA/DMA/AP/TPPSP Provider shall cooperate fully with the Company in obtaining customer feedback and investigating complaints relating to:
a. Mis-selling;
b. Customer consent;
c. Product disclosures;
d. Service quality;
e. Customer experience;

f. Regulatory compliance.
All information and records sought by the Company shall be promptly provided.

19.14 Compliance with Regulatory Requirements
DSA/DMA/AP/TPPSP shall comply with all applicable requirements issued by:
a. Reserve Bank of India (RBI);
b. National Housing Bank (NHB);
c. Department of Telecommunications (DoT);
d. Telecom Regulatory Authority of India (TRAI), including the TCCCPR, 2018 (as amended);
e. Securities and Exchange Board of India;
f. Insurance Regulatory and Development Authority of India;
g. Pension Fund Regulatory and Development Authority;
h. Central Consumer Protection Authority; and
i. Any other competent authority.

19.15 Preservation of Records
Records relating to customer interactions, disclosures, consent, complaints, communications and business activities shall be maintained and preserved for the period specified by law, regulation or Company policy.

**APPENDIX I**

**DECLARATION-CUM-UNDERTAKING**

Re: Model Code of Conduct for DSAs/DMAs/Aps/TPPSP

To,
Capri Global Capital Limited (CGCL)

I/We hereby confirm that I/We am/are empanelled or proposed to be empanelled as a Direct Selling Agent (DSA)/Direct Marketing Agent (DMA)/Associate Partner (AP)/ Third Party Product or Service (TPPSP) Provider with Capri Global Capital Limited ("CGCL" or "the Company").
I/We understand that my/our role may include, inter alia, marketing, sourcing, referral, explaining product features, assisting customers in documentation, customer acquisition activities and such other activities as may be assigned by the Company from time to time.
I/We shall not appoint or deploy any sub-agent without obtaining the prior written approval of the Company. I/We shall remain fully responsible for the acts and omissions of every employee, representative and approved sub-agent engaged by me/us. I/We shall ensure that each such person completes the prescribed due diligence, training and certification requirements, carries the prescribed identification, does not represent himself/herself as an employee of the Company, and undertakes only those activities expressly authorised by the Company
In consideration of my/our engagement with the Company, I/We hereby declare and undertake as follows:

A. General Undertaking
I/We have read, understood and agree to abide by the Model Code of Conduct prescribed by the Company.
I/We shall comply with the Code in letter and spirit.
I/We shall ensure compliance with the Code by all employees, representatives and sub-agents engaged by me/us.
I/We acknowledge that any violation of the Code may result in disciplinary action including suspension, termination, blacklisting, recovery of losses and legal action.

B. Customer Protection Undertaking
I/We undertake that:
No product or service shall be marketed or sold without obtaining explicit customer consent. All material terms and conditions shall be disclosed to customers before obtaining consent. No mis-selling shall be undertaken. No customer shall be compelled to purchase any product or service. No false commitment or assurance shall be given on behalf of the Company. Customer information shall be handled confidentially. No unauthorized charges or payments shall be collected from customers. I/We shall cooperate fully with the Company in the investigation and remediation of any mis-selling, including refund and compensation to affected customers.

C. Digital Conduct Undertaking
I/We further undertake that neither I/we nor any employee, representative or sub-agent shall:
a. Use misleading advertisements;
b. Use hidden charges or deceptive disclosures;
c. Use pre-ticked consent boxes;
d. Use false urgency messages;
e. Use prohibited dark patterns;
f. Misrepresent third-party products as Company products.

D. Regulatory Compliance Undertaking
I/We undertake to comply with:
a. RBI Guidelines;
b. NHB Guidelines;
c. TRAI Regulations;
d. DoT Regulations;
e. Company Policies;
f. Any other applicable laws and regulations.

I/We further confirm that the contents of the Model Code of Conduct have been explained to me/us and I/we have fully understood the same.

Date: _____

Name of DSA/DMA/AP/TPPSP:
_____
Authorized Signatory: _____
Signature: _____
Seal (if applicable): _____

CGCL Employee Name: _____
Employee Code: _____
Signature: _____

**10. Empanelment Undertaking**

I do hereby declare that I have explained all the salient features of the loans to be sourced on behalf of Capri Global Capital ltd./ Capri Global Housing Finance Ltd., like eligibility criteria, detailsof the charges applicable on application & from disbursement of the loan, applicable payout etc. to the DSA.

Name of Capri Employee:

Designation:

Signature:

Date:

Place:

I have understood all the details as mentioned above & the same will be communicated to the loan applicant at the time of loan application.

Name of DSA:

Signature:

Date:

**11. Letter for payment through RTGS / NEFT**

Date: _____

Capri Global Capital Limited
502 | Tower A, Peninsula Business Park, Senapati Bapat Marg Lower Parel. Mumbai Maharashtra 400013

Dear Sir

I/we am/are registered with your company vide DSA Code no_____, in the name of _____.
We require our payments to be processed through NEFT / RTGS. The NEFT / RTGS details are provided below, I am enclosing my PAN card, and one cancelled cheque for your records:

Name _____

Account No_____

IFSC Code _____

Bank Name_____

Name of account holder _____
*(Should be same as the bank details provided at the time of channel empanelment)*

PAN:

GST Regn. No.: _____(GST Category: _____)

Yours Faithfully,

For_____

Authorized Signatory (Individual/Proprietor/Partner/Director)