**Annexure 16: Contract Form Format**

###### (ON A NON-JUDICIAL STAMP PAPER OF Rs 500)

THIS MASTER AGREEMENT is made on this day of 2022, at Mumbai: PARTIES TO THEAGREEMENT:

Cent Bank Home Finance Ltd, having its Corporate office at Corporate Office: Central Bank of India, Mumbai main office building, 6th Floor, MG road, Fort, Flora Fountain, Hutatma Chowk, Mumbai 400023.

1. (hereinafter referred to as CBHFL, which expression shall unless it be repugnant to the meaning thereof mean and include its successors and assigns);and
2. , a company incorporatedunderthe Act, 19 and having its registered office at , , India (hereinafter referred to as the Vendor, which expression shall unless it be repugnant to the meaning thereof mean and include its successors and permittedassigns).

In this Agreement (as defined later), CBHFLand the Vendor shall be referred to as Parties when the reference is to all of them together and shall be referred to as a Party when reference is to one of them.

**Background:**

1. Cent Bank Home Finance Ltd.(hereonreferredtoas‘CBHFL’)isaHousing Finance company with itsCorporate Office in Mumbai
2. The Vendor has represented to CBHFLthat it fully satisfies the eligibility criterion for a vendor as set out in the RFP and that it has sufficient knowledge, expertise and competency in the implementation of the proposed applications (as defined later) as per the provisions of the RFP. The Vendor has further represented that it has appropriate human capital and other resources required to execute various tasks assigned as a part of the Project (as defined later) by CBHFLfrom time to timeandtoundertakeitsobligationsunderthisAgreementinprovidingtheServices(asdefinedlater) and Deliverables (as defined later). Furthermore, the Vendor acknowledges that based on the above and other representations and the Response (as defined later), CBHFLhas selected the Vendorfor awarding the contract as per the terms of RFP and as set out in this Agreement.
3. The Parties are, accordingly, executing this Agreement for the purpose of recording the terms as agreed between them, as set outhereunder.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES INTENDING TO BE BOUND LEGALLY, AGREE AS FOLLOWS:

##### Definitions andInterpretations Definitions

1. InthisAgreement,thecapitalizedwordsandexpressionsshallhavethemeaningprovidednexttothem (unless the context otherwise requires) below and shall be accordingly construed for the purposes of this Agreement:
2. AgreementshallmeanthisMasterAgreementalongwithallitsSchedules,Annexure,andAppendices to this Agreement and any mutually agreed Change Ordershereto;
3. CBHFL shall have a meaning set forth for the term in the titleClause;
4. Branch of CBHFL shall mean the current and future branches, locations of CBHFL, Controlling Offices where any lending or lending support activity isundertaken;
5. Operational Hours for the purpose of service standards would be as perCBHFL.
6. DC shall mean the data center of CBHFL;
7. Deliverables shall mean and include as defined in Section 1, Scope of Work as per the terms of thisAgreement;
8. DRC shall mean the Data Recovery Centre of CBHFL
9. Force Majeure event as mentioned in RFP Section7.45
10. Application/Software shall mean the software pertaining to the Project (if any) to be provided by the Vendor and all other application solution specified in this Agreement and more specifically in Appendix 3 Part A, Appendix 3 Part B, Appendix 3 Part C titled COMMERCIAL BILL OF MATERIAL hereunder and transferred to CBHFLin terms of thisAgreement;
11. Parties shall have a meaning set forth for the term in the titleClause;
12. Project shall mean the entire assignment as envisaged under this Agreement pursuant to which the Vendor shall provide the Deliverables and the Services toCBHFL;
13. Project Manager shall mean a person designated by each Party who shall be responsible for coordination of the entireProject;
14. Purchase Order shall mean the purchase order, dated (DD/MM/YYYY), issued by CBHFLto the Vendor pursuant to theRFP;
15. Response means the responses submitted against the RFP by theVendor;
16. The maintenance for the services would be as per the Section1
17. ServicesshallmeantheservicesrenderedbytheVendorwithrespecttotheDeliverablesandservices, in accordance with the terms of thisAgreement;
18. ServiceLevelsshallmeanexpectedservicelevelsasdefinedinSection1titledServiceLevels& Penalties, to this Agreement;
19. Software shall mean the Application specified in this Agreement and hereunder and licensed/ transferred to CBHFLin terms of thisAgreement;
20. Specifications shall mean the minimum requirements required to be ensured by the Vendor with respect to the Services and the Deliverables as set out in thisAgreement;
21. Vendor shall have a meaning set forth for the term in the titleClause;
22. ThewordsandexpressionsdefinedelsewhereinthisAgreement(otherthanasprovidedabove)shall have the meaning provided to them there and shall be accordingly be construed for the purposes of thisAgreement.

##### Rules of Interpretations

In this Agreement (unless the context requires otherwise):

1. References to the singular includes a reference to the plural and vice versa, and reference to any gender includes a reference to all other genders;
2. References to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of this Agreement) for the timebeinginforceandtoallstatutoryinstrumentsorordersmadepursuanttostatutoryprovisions;
3. The recitals (contained under the heading ‘Background’ above) form a part of this Agreement and shall be binding on the Parties to this Agreement and in the event of any conflict in interpretation betweenthecontentsoftherecitals(containedundertheheading‘Background’above)andthemain body of the Agreement (excluding the recitals contained under heading ‘Background’ above), the contents of the main body of the Agreement (excluding the recitals contained under the heading ‘Background’ above) shallprevail;
4. References to Clauses, Schedules, Annexure, Appendices and Exhibits are the references to the clauses, schedules, annexure, appendices and exhibits to thisAgreement;
5. The headings are for reference only and their meaning shall be avoided to interpret the terms of this Agreement;
6. The generic terms and expressions used and not defined under this Agreement shall be construed in amannerthataidsinthegeneralconstructofthisAgreementandshallbeunderstoodintheparlance oftheindustryofthePartiesandsuchinterpretationshallbegiventothem,whichareasonableman of prudence engaged in such industry would construe them tobe;
7. The Annexure and Appendices are the part of this Agreement. They primarily contain technical data and shall be read to give effect to the main body of this Agreement. In the event any provision of the Annexure or Appendices are found to be contrary to the terms of the main body of the Agreement, then the main body of the Agreement shall be given precedence to inconstruction;
8. In the event of any contradiction or conflict between (i) the provisions of the latest Addendum so far asthescopeofServicesshallprevailtotheextentofanycontradictionswiththepreviousAddendums;

(ii)anyaspectoftheRFP,Addendums,theRFPNormalizationLetterandthePurchaseOrder,thenthe latest of these documents to the extent of the modification shall prevail and take precedence over thepreviousones;(iii)theAgreementandanyaspectoftheRFP,AddendumsandthePurchaseOrder,then the provisions of the Agreement shall take precedence over the other documents; (iv) should there be any contradiction between any document and Appendix 3 Part A, Appendix 3 Part B, Appendix 3 Part C titled COMMERCIAL BILL OF MATERIAL, then the quantities, description of goods and payment flows as provided in Appendix 3Part A, Appendix 3 Part B, Appendix 3 Part C titled COMMERCIAL BILL OF MATERIAL shall prevail. However, any items as requested in the RFP or any of its Addendums and not provided in the Appendix 3Part A, Appendix 3 Part B, Appendix 3 Part Ctitled COMMERCIAL BILL OF MATERIAL, such items shall be provided at no additional cost to CBHFL;

In the interpretation of this Agreement, no rule of construction applies to the disadvantage of one Party on the basis that that Party put forward or drafted (or procured the drafting of) this Agreement or any provision in it.

##### Scope of Work

<*as per the RFP Section 1*>

##### Terms and Conditions

<*as per the RFP Section 1 and 2 and any other terms set out in the RFP*>

##### SLA

<*as per the RFP Section 1*>

##### Price Schedule:

<*as per the RFP Appendix 3: Commercial Bill of Material Quoted by the Bidder>*

##### Annexure and Appendix

This Agreement shall be read along with the following Schedules, Annexure and Appendices, which shall form an integral part of this Agreement:

##### RFP and ADDENDUMS

**Annexure**

Annexures

##### Appendix

Appendix 1: Eligibility Criteria

Appendix 2: Technical Specifications

Appendix 3: Commercial Bill of Material

Signed, sealed and Delivered bythe

Said (For the Vendor) inpresenceof Signed,

sealed and Delivered by the

Said (For CBHFL) in presenceof

Witness 1 Witness 2

Name Name

Signature Signature