

Dated this ____ Day of ____ 202_

Between

NATIONAL E-GOVERNANCE SERVICES LIMITED

AND

=====

AGREEMENT FOR DIGITAL DOCUMENT EXECUTION (DDE) SERVICES FOR
OPERATIONAL CREDITOR

=====

This Agreement for the Digital Document Execution services (“**Agreement**”) is made at _____ on this ___ day of ___, 202_ between:

National E-Governance Services Limited, a company incorporated under the Companies Act, 2013, having CIN U72900MH2016GOI282855 and having its registered office at **4th Floor, Gresham Assurance House, Sir PM Road, Fort, Mumbai- 400 001**, and having its administrative office at **5th floor, ‘The Estate’ Building, 121, Dickenson Road, Bengaluru - 560042**, hereinafter referred to as “**NeSL**”(which expression shall unless repugnant to the context or contrary to the meaning thereof, be deemed to mean and include its legal successors or permitted assigns) of the first part;

AND

_____, a _____ under the _____ Act, and having its registered office at _____, and its corporate office at _____ (hereinafter referred to as “**Submitter**”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) of the second part;

(NeSL and the Submitter are hereinafter collectively referred to as “**Parties**” and individually as “**Party**”).

WHEREAS:

1. NeSL is an Information Utility (“**IU**”) registered with and regulated by the Insolvency and Bankruptcy Board of India (“**IBBI**”), bearing Registration No. IBBI/IU/01.
2. NeSL, with the objective of augmenting the digital infrastructure in the country, has developed the Digital Document Execution (“**DDE**”) platform (hereinafter referred to as the “**Platform**”) that facilitates the digital execution of Documents and provides a gateway for e-stamping and e-signing of Documents. The process flow of the Services facilitated through the Platform is laid down in Annexure A hereinbelow.
3. The Submitter is desirous of availing the Services from NeSL and NeSL has agreed to provide the same vide this Agreement.
4. Now therefore, in consideration of the mutual covenants, terms and conditions and understandings set forth herein below, the Submitter and NeSL with the intent to be legally bound, hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In these presents, unless the subject or context otherwise requires, the following words and expressions shall have the following meanings:

- a) “**Agreement**” shall mean this agreement, any addendum(s) to this agreement and any and all schedules and annexures of this agreement, as amended or modified from time to time.
- b) “**Applicable Law**” shall mean all applicable statutes, act of legislature or parliament, laws, bye-laws, enactments, regulations, ordinances, policies, treaties, rules, notifications, circulars, government resolutions, directions, directives, permits, guidelines, requirements, licenses, rule of common laws, orders, decrees, judgments, injunctions, writs or orders of any court of record having the force of law, or any restrictions or conditions including any similar form of decision of, or determination, application or execution by, or interpretation or pronouncement having the force of law of, any Governmental Authority having jurisdiction over the matter in question, whether in effect as on the date of this Agreement or thereafter and shall include any re-enactment, substitution or amendment thereof as may be in force and effect during the subsistence of this Agreement which Parties are required to comply with for the proper conduct of its business and maintenance of assets or properties. This includes all applicable national binding data protection statutes, laws, secondary legislations or regulations and common duties pertaining to privacy, confidentiality and/or the protection of corporate data or personal data, including the Information Technology Act, 2000 read with the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 and the Digital Personal Data Protection Act, 2023 read with all of its subordinate legislation issued thereunder as may be in force in India from time to time.
- c) “**Application Programming Interface**” or “**API**” shall mean the API created by NeSL towards the fulfilment of the Services.
- d) “**Authorized Representative**” shall mean a representative appointed and authorized by the Submitter on the Platform, in terms of Regulation 18(5) of the IU Regulations, to assist the Submitter in availing the Services.
- e) “**Customer**” shall mean the customer to whom goods have been sold or services have been rendered by the Submitter.
- f) “**Customer Information**” shall mean any of the following in relation to any person:
- i. any information such as name, email address, mobile number, passwords, IP address, device information, contact information, geographical location, time-stamp, banking details, account information, tax information, educational qualifications, work credentials, passwords, employment details, income details, records and history, biometric information,

- physical, physiological and mental health condition, sexual orientation, medical records and history and any other type of information which be specified by the Submitter from time to time;
- ii. any information related to the Credit Facilities;
 - iii. any transactional, loan or bank account related information;
 - iv. such information/type of information which would be covered under personal data and sensitive personal data or information under Applicable Law from time to time;
 - v. authentication or verification data;
 - vi. e-Signed copies of the Documents; and
 - vii. receipt/ details of e-stamping of the Documents.
- g) “**Debt**” shall have the meaning assigned to it under Section 3(11) of the IBC, as amended or modified from time to time.
- h) “**Digital e-stamp**” or “**e-stamp**” shall mean a certificate of stamp, electronically generated, as per the stamp duty related laws of the concerned State, in order to denote payment of stamp duty, and includes stamp in a digital, dematerialised format.
- i) “**Documents**” shall mean Debt-related and non-Debt-related documents.
- j) “**E-sign**” shall have the meaning assigned to it under Section 2(1)(ta) of the Information Technology Act, 2000, as amended or modified from time to time.
- k) “**Governmental Authority**” shall mean the Government of India or government of any province or state or any other political subdivision thereof; any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to a government, including any government authority, agency, department, board, commission or instrumentality of India, any court, tribunal and any self-regulatory organization.
- l) “**IBC**” shall mean the Insolvency and Bankruptcy Code, 2016, as amended or modified from time to time.
- m) “**Information Utility**” or “**IU**” shall have the meaning assigned to it under Section 3(21) of the IBC, as amended or modified from time to time.
- n) “**IU Regulations**” shall mean the Insolvency and Bankruptcy Board of India (Information Utilities) Regulations, 2017, as amended or modified from time to time.
- o) “**Platform**” or “**NeSL DDE**” shall mean the web-based portal owned by NeSL through which the Services shall be provided.

- p) “**Records**” shall mean all records, information, documents, copies, including electronic records and logs of the end to end journey on the Platform, Services, actions undertaken by the Submitter and/or Customer on the Platform, steps, confirmations and documents displayed to the Customer and contents thereof, re-directions, API calls, one time password verifications, system to system interactions between NeSL and the Submitter, Customer, E-sign Service Providers, Controller of Certifying Authorities, Unique Identification Authority of India, Stock Holding Corporation of India Limited (“**SHCIL**”), Government Receipt Accounting Systems (“**GRAS**”), Stamp Authorities, etc. including but not limited to the authentication records, Customer consent records, Aadhaar consent records, records of E-Sign of Documents, records of Digital e-stamp of Documents for each Customer for each Credit Facility transaction.
- q) “**Services**” means the services agreed to be provided by NeSL through the Platform in terms of this Agreement and/or such additional services as may be mutually agreed between the Parties by executing addendums, which shall, upon execution by the Parties, form an integral part of this Agreement and shall be subject to the terms and conditions hereof.
- r) “**Technical Standards**” shall mean the Guidelines for Technical Standards for the Performance of Core Services and Other Services under the Insolvency and Bankruptcy Board of India (Information Utilities) Regulations, 2017, as amended or modified from time to time.
- s) “**Transaction Documents**” includes this Agreement, the addendum(s), the service order(s), statement of process/ operating guidelines, writing, instruments, undertaking, indemnity and all other ancillary documents executed or entered into by the Parties in relation to or pertaining to the Services agreed to be provided hereunder.
- t) “**User**” shall have the meaning assigned to it under Regulation 2(1)(s) of the IU Regulations, as amended or modified from time to time.

1.2 Unless the context otherwise requires:

- a) reference to any gender shall include all genders, and reference to the single number shall include reference to plural numbers and vice-versa, if the context so requires;
- b) reference to any legislation, law, direction, regulation, Technical Standards, or to any provision thereof shall include references to any such legislation, law, direction and regulation or provision thereof as the same may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made, from time to time, under that provision;

- c) all capitalized terms used in this Agreement but not otherwise defined herein shall have the meaning ascribed to it under IBC and/or IU Regulations and/or under any other Applicable Law, as the case may be and as may be amended from time to time;
- d) the terms “hereof”, “herein”, “hereby”, “hereto” and derivatives or similar words refer to this Agreement;
- e) references to the word “include” or “including” shall be construed without limitation;
- f) headings and bold typeface shall not affect the interpretation of this Agreement.

2. SCOPE OF SERVICES

- 2.1 The Services shall be provided to the Submitter for availing, in the manner as further described under **Annexure A** herein below and as permitted or directed by the orders or legal framework of the Governmental Authority. The facility towards payment of stamp duty through Digital e-stamp on the Platform may become available in all States, as and when permission is accorded to NeSL-SHCIL or NeSL-GRAS platforms, as the case may be, for each State. NeSL shall ensure that the list of States, where the facility of digital stamping is permitted, is available on its website.

Notwithstanding anything hereinabove, the Services towards execution of Documents shall be provided by NeSL in accordance with the Applicable Law.

- 2.2 The Submitter understands and acknowledges that at present, the Services for non-Debt-related documents can be provided by NeSL only to financial service providers and Departments of the Central and State Governments, as per the regulatory approval accorded to NeSL by the IBBI.
- 2.3 The Submitter also understands and acknowledges that NeSL, in providing the Services, is governed by the Applicable Law and is subject to the directions and approvals of the IBBI.
- 2.4 For the purpose of providing the Services, NeSL may enable E-sign and Digital e-stamp to be affixed on the Documents as per the Applicable Law.
- 2.5 The Submitter shall have the right to access and use the API(s) and the Platform as may be necessary to avail the Services. The right to access and use is however, subject to the Submitter meeting its obligations, as laid down in this Agreement.

3. CONSIDERATION

- 3.1 The Submitter agrees to pay NeSL, in respect of the Services to be provided hereunder, the fee, charges and other incidental charges, as furnished in **Annexure B** hereunder (“Fees”). The Fees may be, during the subsistence of this Agreement, revised by NeSL and such revision shall be communicated by NeSL, by publishing on NeSL’s website three months in advance in terms of Regulations 32(1)(c) of IBBI (IU) Regulations, 2017 and as per clause 9.5 of this Agreement. If the revised fee is not acceptable to the Submitter, the Submitter may terminate the Agreement, in accordance with the provisions of clause 6 (*Termination*) of this Agreement.
- 3.2 Notwithstanding anything stated hereinabove, NeSL reserves the right to charge additional fees towards the Services, which shall be communicated in advance by NeSL.
- 3.3 The Submitter shall settle the financial dues like DDE fees, charges, applicable taxes & levies etc to NeSL within 30 (thirty) days from the date of invoice. The Submitter agrees and acknowledges that in the event of any delay in settling the invoices raised by NeSL within the agreed timeline of thirty (30) days from the date of invoice, the Submitter shall be liable to pay penal interest for the delayed period from the date of invoice at prevailing bank rate compounded at monthly rests on the amount covered in the invoice.

4. OBLIGATIONS OF THE PARTIES

4.1 OBLIGATIONS OF NeSL

- 4.1.1 NeSL shall provide the Services for the list of Documents, as permitted by the respective States, and which is published on the website of NeSL;
- 4.1.2 NeSL shall establish adequate procedures and facilities to ensure that its Records are protected against loss or destruction and shall adopt secure systems for information flows;
- 4.1.3 NeSL shall protect its data processing systems against unauthorised access, alteration, destruction, disclosure or dissemination of information;
- 4.1.4 NeSL shall register the Customer on its Platform prior to allowing the Customer to access and use the Platform or the Services. The registration of the Customer will be done as per the IU Regulations and the Technical Standards.
- 4.1.5 NeSL shall provide the Submitter, a certificate under Section 65(B)(4) of the Indian Evidence Act, 1872 or its equivalent certificate as per Section 63(4) of the Bharatiya Sakshya Adhinyam, 2023(BSA) (*subject to notification of relevant rules/regulations*

under the BSA by the Government of India) in respect of the Documents executed using the Platform, as may be required;

- 4.1.6 NeSL shall maintain confidentiality in relation to the information forming part of the Customer Information that NeSL may get access to/ collect during the provision of the Services.
- 4.1.7 NeSL shall ensure compliance with the provisions of the IBC, the IU Regulations and the Technical Standards Guidelines and other Applicable Laws, in providing the Services envisaged under this Agreement.

4.2 **OBLIGATIONS OF THE SUBMITTER**

- 4.2.1 The Submitter alone shall be responsible to verify the details of the contents of the Documents stamped and executed on the Platform, and NeSL shall, in no way, be liable for the authenticity, completeness or correctness of the Documents or information submitted and stored on the Platform.
- 4.2.2 NeSL shall solely rely upon the information as provided to it by the Submitter and shall store the information received from the Submitter on an “*as is*” basis. NeSL shall, under no circumstances, be liable to undertake an independent scrutiny of the details of such Customer including but not limited to the details of the authorized signatory of the Customer as provided by the Submitter.
- 4.2.3 The Submitter understands that NeSL solely plays the role of a facilitator for the stamping of the Documents and that the Submitter shall be liable towards ascertaining the (i) the nature of the Documents; (ii) article applicable under the relevant state stamp laws, and (iii) value of the stamp duty payable on the Documents.
- 4.2.4 The Submitter shall be liable to ensure that only such Documents are stamped and executed on the Platform as permitted under the Applicable Law. Any consequences, financial or otherwise, arising out of the stamping or execution of any unauthorized documents using NeSL DDE shall lie with the Submitter.
- 4.2.5 The Submitter shall be liable for any shortfall in the stamp duty paid, double payments made or erroneous payment of stamp duty on articles which are not subject to any stamp duty under the Applicable Law. The Submitter shall also be responsible for timely payment of stamp duty and any penalty levied for non-payment of stamp duty shall be borne solely by the Submitter.
- 4.2.6 The fees for provision of Services shall become applicable when the Submitter initiates the use of the Platform/Services.

- 4.2.7 Any incidental costs associated with the provision of Services shall be charged by NeSL, at actuals.
- 4.2.8 The Submitter shall be responsible to ensure adequate credit balance with the Platform for the payment of stamp duty.
- 4.2.9 The Submitter shall disclose to NeSL the details of the persons authorised by it to execute the Documents on its behalf. The Submitter shall, at all times, keep NeSL informed, in writing, about any change in the details provided.
- 4.2.10 The Submitter shall settle all the dues to NeSL such as fees, charges, levies, tax reimbursements for the Services within thirty (30) days from the date of receipt of the invoice from NeSL. NeSL shall have the right to charge interest at bank rate of the Reserve Bank of India on the outstanding amount if the invoice is not settled within 30 days.
- 4.2.11 Except to the extent as expressly authorized by this Agreement or otherwise agreed in writing by the Parties, the Submitter agrees that it shall keep confidential and shall not publish or otherwise disclose and shall not use for any purpose other than as provided for in this Agreement, any information disclosed to it or to which it has access, pursuant to this Agreement, and that it shall comply with the Applicable Law.

4.3 OBLIGATIONS OF THE SUBMITTER WHEN AN AUTHORIZED REPRESENTATIVE IS APPOINTED

- 4.3.1 The Submitter may appoint an Authorized Representative on the Platform, in accordance with Regulation 18(5) of the IU Regulations, in order to assist the Submitter in availing the Services.
- 4.3.2 The Submitter shall appoint the Authorized Representative after an independent due diligence and shall notify NeSL, in writing, of such appointment. NeSL shall not be responsible, in any manner, for the appointment of the Authorized Representative.
- 4.3.3 The Submitter acknowledges that NeSL shall make no commitments, representations, warranties or guarantees as to the performance of the service-level obligations, or as to the fulfilment of the duties, by the Authorized Representative.
- 4.3.4 The Submitter shall ensure that the Authorized Representative does not outsource any of its duties as the Authorized Representative of the Submitter without the prior written consent of the Submitter and NeSL.
- 4.3.5 The Submitter shall be responsible to ensure that the Authorized Representative shall keep confidential and not publish, disclose or use for any purpose other than as provided

for in this Agreement, any information disclosed to it or to which it has access to on the Platform. The Submitter shall be liable to any User or third party for the actions taken by the Authorized Representative on the Platform.

- 4.3.6 The Submitter acknowledges that the Authorized Representative shall be liable to maintain confidentiality of the information and the Documents as available with NeSL, to comply with the Applicable Law, and to fulfil its obligations under this Agreement and as may be directed by the Submitter. In the event of failure to do so, the liability to bear the resultant consequence(s) shall be that of the Submitter and the Authorized Representative, and such liability shall be joint and several.
- 4.3.7 In the event that the Authorized Representative is in breach of any of its obligations, or in the event of any fraudulent or negligent acts, omissions or misrepresentations by the Authorized Representative, the liability to bear the resultant consequence(s) shall be that of the Submitter and the Authorized Representative, and such liability shall be joint and several. In addition, the Submitter shall revoke the appointment of the Authorized Representative and notify NeSL in writing within three (3) days of such revocation.
- 4.3.8 The Submitter shall ensure that the existence of any disputes, including any actions, claims or suits between the Submitter and the Authorized Representative shall not result in any delay in the settlement of the dues of NeSL.
- 4.3.9 The Submitter shall ensure that the Authorized Representative shall act in accordance with the instructions of the Submitter. The Submitter shall not be absolved of its liabilities towards NeSL, in the event that any loss or damage is suffered by NeSL owing to any actions of the Authorized Representative.

5. INDEMNITY

- 5.1 NeSL shall indemnify, defend and hold the Submitter harmless from and against any claims, demands, losses and liabilities suffered, incurred or sustained by the Submitter or to which the Submitter becomes subject, resulting from or arising out of the any breach of the provisions of this Agreement or misrepresentations under this Agreement by NeSL.
- 5.2 The Submitter shall indemnify, defend and hold NeSL harmless from and against any claims, demands, losses and liabilities suffered, incurred or sustained by NeSL or to which NeSL becomes subject, resulting from or arising out of-
 - (i) breach of the provisions of this Agreement, grossly negligent or fraudulent acts and/or omissions by the Submitter and/or the Authorized Representative in respect of the Services.
 - (ii) breach of the obligations set out in this Agreement with respect to data privacy and confidentiality by the Submitter and/or the Authorized Representative.

- 5.3 This indemnification shall include all costs, attorney's fees and other expenses paid or incurred by or imposed upon a Party in connection with the defence of any such claim.
- 5.4 Notwithstanding anything contained herein, the aggregate liability of the Parties for any loss or damage, for any cause whatsoever, with respect to claims pursuant to this Agreement shall be limited to the 3 (three) months' average fees, charges and incidental charges paid and payable to NeSL by the Submitter in the previous financial year.
- 5.5 The provisions of this clause shall survive the termination of the Agreement.

6. TERMINATION

- 6.1 Either Party may terminate this Agreement by giving the other Party, 1 (one) month's prior written notice.
- 6.2 Notwithstanding the foregoing, either Party may terminate this Agreement by giving 7 (seven) days written notice to the other Party, if the other Party is in breach of any of the terms or conditions hereof or any of its obligations under this Agreement. If the breach is capable of being remedied, the other Party may be given an opportunity to remedy the same within 30 (thirty) days from the date of receipt of written communication in that regard. Failure to remedy the breach within the mentioned timeline shall result in the termination of this Agreement.
- 6.3 On termination of this Agreement, both the Parties hereby agree to destroy all the confidential information received from the other Party in a safe and secured manner without any prejudice caused to the other Party subject to retaining only such information which is mandated by law.

7. DISPUTE RESOLUTION

- 7.1 Any dispute(s) or difference(s) arising between the Parties out of, or in connection with, or in any manner related to this Agreement or interpretation of any of the provisions of this Agreement or performance of any of the terms and conditions of this Agreement shall, as far as possible, be settled amicably between the Parties by a mediation process within 30 days. In case no settlement to the dispute(s) or difference(s) can be reached through amicable negotiations between the Parties, the dispute shall then be settled by arbitration, in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules thereunder and any amendments made thereto from time to time.
- 7.2 The arbitral tribunal shall consist of a sole arbitrator appointed jointly by both the Parties. If the Parties do not agree upon a sole arbitrator, each Party shall appoint one

arbitrator and the arbitrators thus appointed by the Parties shall choose and appoint a third arbitrator.

- 7.3 The award of the arbitrator shall be final and binding on all the Parties.
- 7.4 The venue of arbitration shall be Bengaluru and the proceedings shall be conducted in English.
- 7.5 The cost and expenses of arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party equally.

8. ASSIGNMENT

- 8.1 NeSL recognizes and accepts that the Submitter may assign or transfer its rights, title, interest under this Agreement to any person, upon such terms and conditions as the Submitter may decide.
- 8.2 Upon such assignment or transfer, the Submitter shall, within 7 (seven) days of such assignment/transfer being effective, by a written communication, intimate NeSL of such assignment/transfer, as the case may be.
- 8.3 In the event of such assignment/transfer, the assignee/transferee shall have the same rights and obligations vis-à-vis NeSL as it would have, had it been a party to this Agreement.
- 8.4 If the assignee/transferee does not wish to continue with this Agreement, it shall specifically terminate the same in accordance with Clause 6 (*Termination*) of this Agreement.

9. MISCELLANEOUS

- 9.1 Effective Date
This Agreement shall be effective from the date of its signing by the Parties or from such other date as may be mutually decided between the Parties.
- 9.2 Term
This Agreement shall be effective from the Effective date and shall remain in force until it is specifically terminated in accordance with clause 6 (*Termination*) of this Agreement.

9.3 Force Majeure

- a. Neither party will be in default for any delay or failure to perform hereunder due to causes, conduct or occurrences which are beyond its reasonable control, including but not limited to (a) Fire, explosion, cyclone, floods, droughts, earthquakes, epidemics; (b) War, revolution, acts of public enemies, blockage or embargo, riots and civil commotion; (c) Any law, order, proclamation, ordinance or requirements of Government or authority or representative of Government; (d) Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein; or (e) Any other circumstances like power, system failure etc. beyond the control of the party affected;
- b. Notwithstanding anything contained herein before, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference, provided the party so affected shall use its best efforts to remove such cause of non-performances, and when removed the party shall continue performance with the utmost dispatch.
- c. The party affected by force majeure shall promptly provide written notice to the other party, explaining in detail the full particulars and expected duration of force majeure. All delays or projected delays in providing Services or performing obligations arising out of force majeure shall also be reported to the other party.
- d. The obligations of the Parties contained herein will be subject to any occurrence resulting in prevention from or delay or interruption in performing its obligations if such prevention, delay or interruption is due to any event beyond the control of Parties such as sabotage, fire, flood, explosion, civil commotion, strikes or industrial action of any kind, riots, insurrection, or war, then Parties shall not be deemed to be in default so long as any such cause or the effect thereof persists for a period of [15] days. In such case, neither Party shall compensate the other for the loss that might occur or might have occurred because of the effect of such force majeure event.

9.4 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in all respects in accordance with the Indian law and the Parties hereto agree that any matter or issues arising hereunder or any dispute hereunder shall be referred to a court of competent jurisdiction at Bengaluru and the initiation or continuance of proceedings in one jurisdiction shall not preclude the initiation or continuance of proceedings in any other competent jurisdiction.

9.5 Service of communication

Any communication/notice/letter/document shall be sent by one Party to another in English and shall be issued through email or by Registered Post Acknowledgment Due or through such other mode(s) as deemed fit by NeSL. Any change in the address shall be duly notified to the other Party, in writing, within 7 (seven) days of such change becoming effective.

9.6 Amendment and Waiver

- a) Any provision of the Agreement and the other Transaction Documents may be

amended or waived if, and only if such amendment or waiver is in writing.

- b) No failure or delay by any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

9.7 Severability

The invalidity or unenforceability of any provisions of the Agreement and/or the other Transaction Documents in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of the Agreement in such jurisdiction or the validity, legality or enforceability of the Agreement and/or the other Transaction Documents, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties under the Agreement and the other Transaction Documents shall be enforceable to the fullest extent permitted by law. The Parties may, in such an event, amend the provisions in such reasonable manner as it achieves the intention of the Parties without any illegality.

9.8 Entirety of Agreement

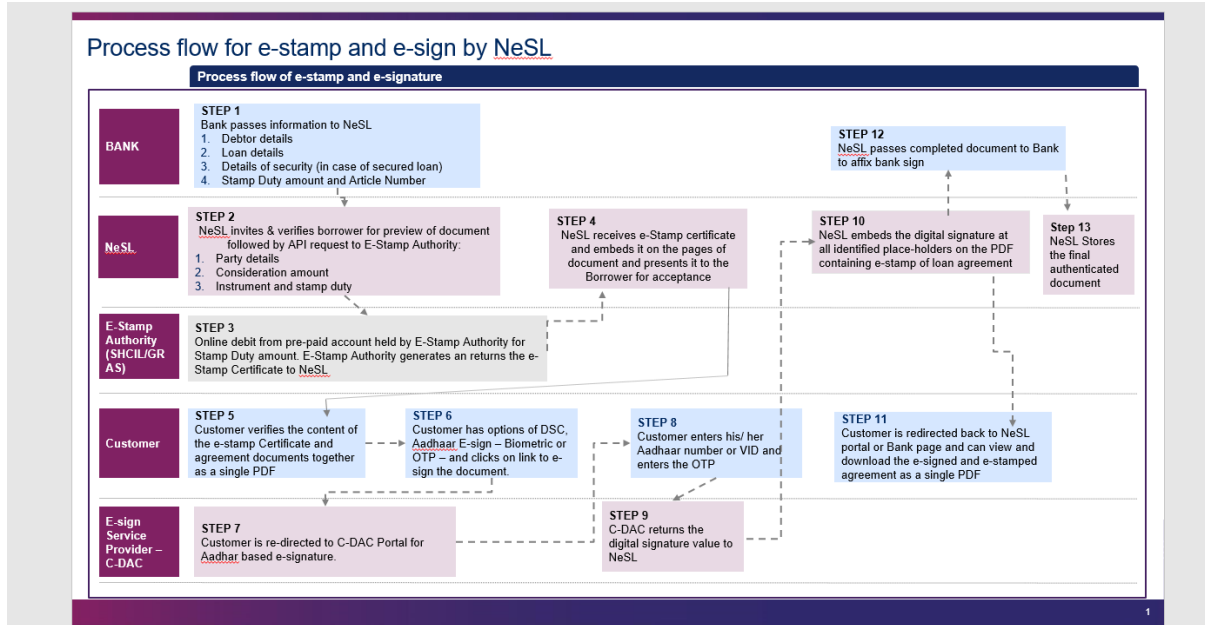
This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Parties hereto set their respective hands the day and year first written above.

Authorized Signatory National E-Governance Services Limited	Authorized Signatory Submitter
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ANNEXURE A

Process Flow of NeSL DDE:



Annexure A workflow caters to any type of debt/non debt documents by using respective APIs.

ANNEXURE B

Fee structure as on the date of this agreement, as per clause 3.1, is reproduced as under: