AGREEMENT FOR COMPREHENSIVE PAYMENTS AND COLLECTIONS SERVICES

BETWEEN

MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED

AND

TECHPROCESS SOLUTIONS LIMITED

AGREEMENT

This Agreement made at Mumbai on this 4th day of April, 2012 by and between:

(a) **TECHPROCESS SOLUTIONS LIMITED**, a Company incorporated under the Companies Act, 1956 and having its Registered Office at Mehra Estate, New Building, Building No. 2, 1st Floor, LBS Marg, Vikhroli (W), Mumbai – 400 079, India. (hereinafter referred to as "**TechProcess**" or "**the Company**", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns); and

(b) **MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED**, an entity incorporated under the Electricity (Supply) Act, 1948 and having its Central Office at 'Prakashgad' Bandra (East), Mumbai 400 051 (hereinafter referred to as "**MSEDCL**" or '**the Biller**', which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns)

(The Company and MSEDCL are hereinafter collectively referred to as "the Parties" and severally as "the Party".)

WHEREAS

(a) TechProcess is a service bureau providing, inter alia, Bill Presentment, Payment and Management services. These services enable customers to make their various payments by various modes (i.e. electronically or through cheques or by cash or through account transfers or standing instructions etc) and through various channels (i.e. over the Internet, through ATMs, over telephone, through kiosks, through handheld devices, at bank counters etc.)

(b) TechProcess has developed Application Software for the purpose of providing billing and payment related services to various customers

(c) ICICI Bank Ltd. has agreed to act as the Sponsor Bank of TechProcess for the purpose of the Electronic Clearing Service of the Reserve Bank of India and to provide to TechProcess payment and collection related services

(d) MSEDCL is Maharashtra's premier utility engaged in the distribution of electricity in the State of Maharashtra.

(e) TechProcess has offered to provide certain billing and payment related services to MSEDCL and MSEDCL has agreed to the same in accordance with the terms of this Agreement. The service shall be made available across all zones of MSEDCL, as per the schedule mutually agreed upon between the Parties

NOW IT IS HEREBY AGREED AND RECORDED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. **DEFINITIONS**

   For the purpose of this Agreement, the following terms shall have the meanings set forth below:

For THE MAHARASHTRA STATE ELECT DISTRIBUTION CO. LTD.

MANAGER (F&A)

1.10. Payment Instruction	Shall refer to the instructions given by the MSEDCL Customer / vendor /party for effecting payment of the bills / dues / charges/monies to MSEDCL

2.   SERVICES

2.1.   In consideration of the fee herein reserved, TechProcess hereby agrees to provide to MSEDCL the services for collection of payments in respect of the MSEDCL bills of the BillPay Subscriber(s) (which services are hereinafter called 'the Service' or 'the said Service') and MSEDCL agrees to avail the said Service from TechProcess.

2.2.   TechProcess shall provide comprehensive payment facilities that will enable MSEDCL customers / vendors /other parties to make payments to MSEDCL through various payment modes as outlined below and as per list of agencies/banks detailed in Annexure V which may be periodically updated by mutual consent:

EBPP Facility /ECS/Direct Debit	Shall refer to the Electronic Bill Presentment and Payment facility of TechProcess offered directly and/or through any other TechProcess Partner(s) that enables BillPay subscriber(s) to view bills and/or make payments to MSEDCL, using, inter alia, either a bank account / debit card/ credit card/ charge card and accessed by the customer either over the Internet, ATM, Telephone, Mobile, Kiosk(s), Handheld Devices or any other terminal / device / mode. The Process flow is defined in **Annexure –II**
Payment Gateway Facility	Shall refer to such Bill Payment facility of TechProcess, offered through the MSEDCL website and/or TechProcess / TechProcess Partner(s) website that will enable the BillPay Subscriber(s) to make online, real-time, payments to MSEDCL using either Credit Card, Debit Card, Cash Card or an online Banking account. And where Bill Payment is executed through Master / VISA credit or Debit card transactions where MSEDCL bill is settled using Techprocess gateway or TechProcess authorize partner gateway & not through MSEDCL's website. The data on such transactions will be furnished by TechProcess

2.3.   The specific process flow and activity analysis in respect of each payment mode has been provided in **Annexure II & Annexure III** and may be mutually revised by the Parties, from time to time.

3.   OBLIGATIONS

3.1.   TECHPROCESS

In providing the said Service, the obligations of TechProcess shall be:

3.1.1.   To provide MSEDCL the Authentication Information, in terms of Clause 3.2.1 hereinbelow, about the BillPay Subscriber(s) who have opted to avail the BillPay facility, to facilitate MSEDCL to identify the BillPay Subscriber(s)

For THE MAHARASHTRA STATE ELECT. DISTRIBUTION CO. LTD.

MANAGER (F&A)

3.1.2. To furnish or cause to be furnished to the Bank, in such format and at such intervals as may be mutually agreed to between the Bank & TechProcess and MSEDCL, the valid payment instructions received from the BillPay Subscriber(s), relating to the payment of the MSEDCL bills; in respect of transactions to be processed through ECS, it shall be the endeavour to process the transactions at-least 2 cycles a week

3.1.3. To co-ordinate with the Bank and to provide MSEDCL, in specified format and intervals as may be mutually agreed between MSEDCL and TechProcess, relevant information /details relating to the payments received/ failed transactions in respect of the MSEDCL bills of the BillPay Subscriber(s). The frequency and reporting system will be as mentioned in Annexure- II & III.

3.1.4. To co-ordinate with the Bank and MSEDCL in respect of the remittance to MSEDCL by the Bank of the monies, received by the Bank on account of the payment of the MSEDCL bills by the BillPay Subscriber(s). The remittances will be made as per the directives issued by RBI on 24/11/2009.

3.1.5. To adopt and provide appropriate customer care procedures relating to the registration and use of the BillPay facility in respect of the BillPay Subscriber(s); notwithstanding anything provided herein or elsewhere in this Agreement, TechProcess shall not be responsible for resolving any BillPay Subscriber(s) queries/disputes relating to the amounts billed to them by MSEDCL. However, the consumers complaints of non crediting the amount paid through TechProcess are to be properly taken care off. **As per the proposed process of consumer query resolution in Annexure VI.**

3.1.6. To inform MSEDCL within a reasonable time frame, the deactivation / discontinuance of the BillPay facility by any BillPay Subscriber(s) in respect of payment of the MSEDCL bills.

3.1.7. TechProcess reserves the right to impose limits on the amount of payments which may be charged on an individual credit card account during any time period, and reserve the right to refuse to accept payments in respect of any card/account exceeding such limit. TechProcess also reserves the right to not accept payments on cards/accounts that have questionable track record or poor payment history.

3.2. **MSEDCL**

To enable TechProcess to provide the said services, the obligations of MSEDCL shall be:

3.2.1. To specify/demarcate to TechProcess the Authentication Information which has to be obtained by TechProcess from the BillPay Subscriber(s) who wish to avail the BillPay facility

3.2.2. To notify TechProcess within reasonable time frame the acceptance or rejection, of each request for activation of the BillPay facility by the BillPay Subscriber(s). Any rejection has to be accompanied by the reasons for such rejections to enable TechProcess to communicate the same to the BillPay Subscriber(s)

For THE MAHARASHTRA STATE ELECT. DISTRIBUTION CO. LTD.

MANAGER (F&A)

3.2.3. To sign and execute necessary documents with the Bank and/or the Reserve Bank of India as may be required to implement or facilitate the provision of the said services by TechProcess to MSEDCL

3.2.4. To provide to TechProcess, in respect of the BillPay Subscriber(s) whose activation request for the BillPay facility has been accepted by MSEDCL, all relevant billing and payments information in the billing format as may be mutually agreed between the parties, and at such intervals and in such media as may be agreed to between TechProcess and MSEDCL from time to time

3.2.5. To ensure that the billing and payments information/data provided by it to TechProcess in respect of the BillPay Subscriber(s) is provided in time, is complete, accurate and in accordance with MSEDCL's business relationship with the BillPay Subscriber(s)

3.2.6. To ensure that the billing and payments information/data provided by TechProcess to MSEDCL is posted to the BillPay Subscriber(s) account, correctly, accurately timely and consistent at all times with the same standard of service that MSEDCL normally provides to the consumers of its services.

3.2.7. To notify TechProcess within reasonable time of any changes in the account information of the BillPay Subscriber(s) to enable TechProcess to update its records and provide the BillPay facility

3.2.8. To forthwith inform TechProcess about the BillPay Subscriber(s) in respect of whom MSEDCL decides to deactivate or the BillPay facility

3.2.9. In respect of the payments made using credit/debit cards it is clearly agreed among the Parties that in the event any amount being charged-back to TechProcess by the card networks (viz VISA/MasterCard/Diners/American Express or any card issuing or transaction acquiring bank), TechProcess shall chargeback the same to MSEDCL who shall (a) accept the same without demur or protest, dispute or delay (b) reverse the credit from the said BillPay Subscriber(s) account and (c) immediately refund in full such monies to TechProcess. The process flow for chargeback transactions will be as per **Annexure – IV**.

3.2.10. In respect of all payments made through the TechProcess' payment channels. MSEDCL shall upon receiving such information/monies, promptly credit the relevant BillPay Subscriber(s) account with the same; in the event of any delay of incorrect postings MSEDCL shall resolve and correct the same at the earliest.

4. <u>CONSIDERATION & PAYMENT</u>

4.1. In consideration of TechProcess providing the said services, MSEDCL shall pay to TechProcess Transaction Service Charges as mentioned in **Annexure-I** of this Agreement. The terms of payment will be as appended in **Annexure-I.**

For THE MAHARASHTRA STATE ELECT. DISTRIBUTION CO. LTD.

MANAGER (F&A)

5. CONFIDENTIAL INFORMATION

5.1. "Confidential Information" is understood to mean the business and technical information made available by a Disclosing Party to a Receiving Party in written, machine recognizable, graphic or sample form including, without limitation or performance specifications, its analysis, compilations, studies, notes and all other information and data disclosed orally or visually which has been developed / is exclusive to the Disclosing Party.

Provided, however, that Confidential Information shall not include information which (a) is, or becomes, publicly known, otherwise than through a wrongful act of the Receiving Party or its Representatives; (b) is in the possession of the Receiving Party prior to receipt from the Disclosing Party or its Representatives without an obligation of confidentiality; (c) is independently developed by the Receiving Party, provided that it was not derived from the Confidential Information; (d) is furnished to others by the Disclosing party without restrictions, similar to those herein on the rights of such others to use or disclose; or (e) is approved in writing by the Disclosing Party for disclosure.

5.2. The Receiving party shall hold the confidential information as Confidential Information. The Receiving Party shall (a) limit its use of such disclosed Confidential Information to the purpose of manufacturing of products exclusively for the Disclosing Party and (b) not make any disclosure thereof except on a need to know basis to its employees who shall be subject to a written non-disclosure agreement. The Receiving Party agrees to use reasonable endeavours in safeguarding the

Confidential Information and to protect the information with the same standard of care and precaution it shall use for its own confidential information.

5.3. Each Party agrees that the Confidential Information will not be used for any purpose other than pursuant to the Transaction. Each Party will restrict access to Confidential Information to those of its entities controlling, controlled by or under common control with the Party ("Affiliates"), Representative and the Representative of Affiliates, in each case whose access is reasonably necessary for the purposes described herein. Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature, and shall be directed to treat such information confidentially and shall agree to abide by the provisions of this Agreement. In any event, each Party shall be responsible for any breach of this Agreement by any Person to whom that Party discloses Confidential Information.

5.4. All Confidential Information shall remain the property of the Disclosing Party. Upon demand, all such information and copies thereof including any documents or record into which such information is merged shall be immediately returned to the Disclosing Party.

5.5. No rights or obligations other than those expressly recited herein are to be implied. No license from either party hereto is hereby granted or implied, by estoppels or otherwise, under any copyrights, patents (existing or future) or for any use of Confidential Information except such use which is expressly contemplated by this Agreement.

For THE MAHARASHTRA STATE ELECT. DISTRIBUTION CO. LTD.

MANAGER (F&A)

5.6. In the event of any wrongful disclosure / use of any Confidential information by the Receiving Party, the Disclosing Party shall be deemed to be irreparably injured and shall be entitled to claim exceptional damages for such wrongful disclosure / use.

5.7. If the Receiving Party is requested or required by subpoena, oral disposition, interrogatories, request for production of documents, administrative order or otherwise, to disclose any Confidential Information, that has been made available to the Party, or the fact or substance of any discussion about the Transaction, that Party shall provide the concerned Party with prompt notice of any such request so that the concerned Party may seek, at its expense, an appropriate protective order or waiver of compliance with the terms of this Agreement. If, in the absence of protective order or waiver, a Party is compelled, in the opinion of its counsel, to disclose any Confidential Information, that Party may make such disclosure after notice to the concerned Party.

5.8. Except as otherwise required by law or the rules or regulations of the relevant jurisdiction to which a party may be subject, and subject to paragraph 8, neither Party will, without the prior written consent of the other, disclose to any Person, not a party to this Agreement or authorized as in paragraph 1 above, any Confidential Information, the fact that Confidential Information has been provided to the Party, that discussions about the Transaction are taking place or any of the terms, conditions or other facts with respect to the Transaction.

5.9. Each Party will, promptly upon the request of the other, deliver to the requesting Party the documents comprising the Confidential Information or any part thereof and will destroy any copies, notes, or extracts thereof, without retaining any copy thereof, except that any portion of the Confidential Information that consists of Analyses and any written Confidential Information not so requested and returned, shall be retained and kept subject to the terms of this Agreement, or upon the other Party's request destroyed (such destruction to be confirmed in writing). Provided, however, neither Party shall be required to destroy or alter any computer archival and back up tapes or archival and backup files (collectively, **"Computer Tapes"**), provided that such Computer Tapes shall be kept confidential in accordance with the terms of this Agreement.

5.10. In no event, the termination of this Agreement shall affect the obligations already in effect under the Agreement unless otherwise agreed by the Parties in writing.

Unless amended by written agreement of the Parties, the confidentiality provisions of this Agreement shall remain effective continuous and permanent from the date of execution of this Agreement.

6. **DECLARATIONS & WARRANTIES**

6.1. TechProcess hereby declares, covenants and warrants that:

6.1.1. It will not use the information collected from the BillPay Subscriber(s) and MSEDCL for any purpose other than for offering the BillPay facility, without the express consent of MSEDCL or the BillPay Subscriber(s)

6.1.2. It shall keep all confidential information in respect of the BillPay Subscriber(s) in absolute confidence

6.1.3. It will employ commercially reasonable measures in processing, storing of BillPay Subscriber(s) information to ensure data security, integrity and privacy

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6.1.4. In utilising the said services, it will employ necessary and commercially viable measures to ensure the security, integrity, privacy of the inbound and outbound payment data

6.1.5. It will follow all the regulatory procedures as are required to be followed under the ECS Debit Clearing Scheme and those prescribed by the RBI from time to time.

6.2. MSEDCL hereby declares, covenants and warrants that:

6.2.1. The information / data provided to TechProcess regarding monies/payments to be billed to / collected from the BillPay Subscriber(s) are authentic and correct and constitute monies legally and validly due to MSEDCL from the BillPay Subscriber(s) on account of the utility services provided by MSEDCL to the BillPay Subscriber(s)

6.2.2. In utilising the said services, it will employ necessary and commercially viable measures to ensure the security, integrity, privacy of the inbound and outbound payment data

6.2.3. It will follow all the regulatory procedures as are required to be followed under the ECS Debit Clearing Scheme and those prescribed by the RBI from time to time.

7. DURATION / TERM

7.1. Unless terminated in accordance with the provisions of Clause 8 hereof, this Agreement shall remain in force initially for a period of 36 months from 17th March 2012, which may be extended for a further period and on such terms and conditions as may be mutually agreed by MSEDCL and TechProcess.

8. TERMINATION

8.1. Each Party reserves the right to terminate without any future liability this Agreement, by giving a written notice of not less than 30 days in that behalf to the other Party

8.2. Any such termination as aforesaid shall be without prejudice to any other rights or remedies to which either party may be entitled hereunder or at law and shall not affect any accrued rights or liabilities of either party.

9. TIME IS THE ESSENCE

9.1. Both the Parties agree that in respect of obligations undertaken by each of them under this Agreement, time is the essence.

10. ARBITRATION

10.1. All disputes and differences that may arise between the parties hereto in regard to or touching or arising out of or under or relating to this Agreement, its breach of conditions and / or the interpretation thereof in any way as to the construction, meaning, validity or effect of this Agreement shall be resolved amicably between the parties through negotiation and conciliation failing which those shall be referred to Arbitration and the said Arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or any modification or re-enactment thereof for the time being in force. The Award of the Arbitrator/s shall give reasons for the Award and the same

For THE MAHARASHTRA STATE ELECT. DISTRIBUTION CO. LTD.

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shall be final and binding on both the parties. Such arbitration shall be conducted at Mumbai.

11. JURISDICTION

11.1. The parties hereto agree that the Courts in Mumbai shall have jurisdiction to try and adjudicate any dispute to the exclusion of all other Courts.

12. ASSIGNMENT

12.1. The benefits and obligations of this Agreement shall not be directly or indirectly assigned or dealt with by either party hereto without the prior written consent in writing of the other party.

13. DENIAL OF AGENCY

13.1. Nothing contained in this Agreement shall be deemed to constitute the party as the agent of the other party for any reason or purpose whatsoever.

14. NO PARTNERSHIP

14.1. Nothing contained in this Agreement shall be deemed or constructed as creating a joint venture or partnership between MSEDCL and TechProcess.

15. MODIFICATION

15.1. This Agreement can only be amended by a document in writing specifically referring to this Agreement and duly signed by each of the Parties.

16. COUNTERPARTS

16.1. This Agreement has been executed in duplicate, each of which shall be deemed an original.

17. SEVERABILITY

17.1. If any provision of this Agreement is invalid or unenforceable or prohibited by law, such provision shall be deemed inoperative and shall not be part of the consideration moving from one party to the other and the remainder of this Agreement shall be valid and binding and of like effect as though such provision was not included herein.

18. APPLICABLE LAW

18.1. The validity, construction and enforceability of this Agreement shall be governed in all respects by the Laws of India.

19. WAIVER

19.1. Any delay or omission on the part of the party to exercise any right under this Agreement will not automatically operate as a waiver of such right and waiver of any right by any party hereto on one occasion will not be construed as a bar to any right on any other occasion.

For THE MAHARASHTRA STATE ELECT. DISTRIBUTION CO. LTD.

MANAGER (F&A)

20.   GENERAL

20.1.   All notices which are required to be given shall be in writing and shall be sent to the address of the recipient set out hereunder or such other address as the parties may notify in the future:

To TechProcess at:
Kumar Karpe - Whole Time Director & CEO
TechProcess Solutions Limited
Mehra Estate, New Building, Building No. 2, 1st Floor,
LBS Marg, Vikhroli (W), Mumbai – 400 079, India
Tel: 6652 8600, Fax: 6652 8667

To MSEDCL at:
MANAGER (F&A-IF)
Maharashtra State Electricity Distribution Co. Ltd.
'Prakashgad' Bandra (East)
Mumbai 400 051
Tel: 2642 2211, Fax: 2640 1329

Any such notice may be delivered personally or by first class prepaid letter, telex or facsimile transmission and shall be deemed to have been served if by personal delivery when delivered; if by first class post, 96 hours after posting and if by telex or facsimile transmission when dispatched.

20.2.   All charges and expenses including stamp duty in relation to this Agreement shall be borne and paid by the Party itself.

20.3.   The Parties undertake to procure all necessary permissions and to execute and do all such further deeds, assurances, acts and things as may reasonably requested or necessary from time to time to carry out, give effect to and confirm their rights and intended purpose of this Agreement.

20.4.   The intellectual property rights of either party shall continue to be owned and vest with the party owning it and this Agreement does not in any way confer any right on the other party for the Ownership or use of the intellectual property rights.

20.5.   Both the parties recognize the fact that the success of the business proposition contemplated under this Agreement depends on the efficiency, accuracy and speed with which either party complies with its respective obligations under this Agreement, and consequently either party assures the other that it will take all such effective steps as may be necessary or required to fulfill the expectations of the other in this behalf and both parties hereby confirm that the above is the basic understanding of this Agreement.

20.6.   Neither party shall be liable to the other for any delay or failure in performance of its obligations under this Agreement due to circumstances proved to be beyond its control.

20.7.   TechProcess to submit names & contact details of the persons accountable for the implementation of the Agreement to MSEDCL within 7 days of signing the Agreement. TechProcess to keep MSEDCL informed about changes in the names if any during the tenure of agreement.

For THE MAHARASHTRA STATE ELECT. DISTRIBUTION CO. LTD.

MANAGER (F&A)

20.8. TechProcess will make constant endeavor to increase the number of receipts and the same shall be reviewed quarterly by MSEDCL and which will also be considered for continuation/termination of the contract.

20.9. Any delay by TechProcess to repatriate the collected funds to MSEDCL's designated bank account, above the period as agreed in Annexure III below, will attract a penalty charge of 18% p.a. of the collected amount for each day of delay.

20.10. MSEDCL is in process of developing a mechanism where all the agencies associated with Helpdesk HO, shall be integrated to its portal. In this regard TechProcess shall have to send the required data for integration as per requirement of MSEDCL and co-ordinate with HO IT for the same and develop proper mechanism so as to integrate with the MSEDCL portal.

20.11. TechProcess will not appoint or tie up with any sub agent/retail outlet for energy bill collection for MSEDCL without prior approval from MSEDCL.

FORCE MAJEURE :

The Parties shall not be liable for any failure to perform any of its obligations under this Agreement if the performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues (provided that this shall not prevent the accrual of interest on a principal amount which would have been payable but for this provision). Each party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution.

"Force Majeure Event" means any event due to any cause beyond the reasonable control of the Party, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes of industrial action of any kind, riots, insurrection, war or acts of government.

MISCELLANEOUS :

1) Any provision of this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.

2) No failure of delay by any Party in exercising any right, power or privilege hereunder 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.

3) The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

4) Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, two days after being deposited in the post and if sent by courier, one day after being deposited with the courier, and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number)

For THE MAHARASHTRA STATE ELECT DISTRIBUTION CO. LTD.

MANAGER (F&A)

5) 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. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto.

6) Neither this Agreement nor any provision hereof is intended to confer upon any Person other than the Parties to this Agreement any rights or remedies hereunder.

7) In connection with this Agreement, as well as all transactions contemplated by this Agreement, each Party agrees to execute and deliver such additional documents and to perform such additional actions as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.

8) The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not effect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.

9) The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

10) This Agreement has been signed in duplicate, each of which shall be deemed to be an original.

11) Neither Party may assign, in whole or in part, the benefits or obligations of this Agreement to any other person without the prior written consent of the other Party, such consent not to be unreasonably withheld. Provided that MSEDCL may assign any of its obligations hereunder to any of its Affiliates without the prior consent of the Service Provider.

21. **ENTIRE AGREEMENT**

21.1. This Agreement constitutes the entire understanding between the parties hereto and supersedes any previous understanding, agreement or arrangement between the parties in relation to the matters contained in this Agreement.

22. **HEADINGS**

22.1. The headings herein are so given for the sake of convenience and easy reference only and they do not in any way govern or interpret the meaning thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and date first hereinabove mentioned.

TECHPROCESS SOLUTIONS LIMITED   **MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED**
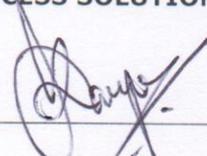
Name	:	KUMAR KARPE
Designation	:	Whole Time Director & CEO
At	:	Mumbai
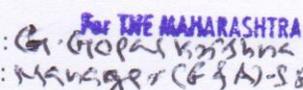
Name	:	G. Gopal Krishna
Designation	:	Manager (F&A)-SF
At	:	Mumbai

For THE MAHARASHTRA STATE ELECT. DISTRIBUTION CO. LTD.

MANAGER (F&A)
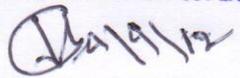
ANNEXURE I

(Refer Clause 4.1)

The Service Charges to be paid by MSEDCL to TechProcess shall be computed and paid as per the basis and formula hereinbelow:

Service Charges to be paid:

1. Net banking /Cash cards/ECS/EBPP : ₹ 3 per transaction

2. Credit card/ debit card: 1.2 % of the transaction value per transaction, upto ₹ 10,000/- for Credit card/ debit card; For amount greater than ₹ 10,000/- per transaction, service fee of 1.2% of amount exceeding ₹ 10,000 will be charged to MSEDCL's customer's account.

    Government taxes extra as applicable.

    No other charges shall be payable by MSEDCL.

Terms of Payment:

(a)   The payment due to TechProcess in terms of the service charges mentioned hereinabove shall be deducted by the Bank / Company, on a daily/monthly basis, from the monies collected from the BillPay Subscriber(s) and due to be remitted to MSEDCL.

(b)   MSEDCL shall through appropriate means give the necessary authorisation to the Company authorising the deduction of the amounts due to TechProcess in terms of the provisions of this Agreement.

(c)   TechProcess will submit to MSEDCL, every month/day, a statement substantiating the above Fee deductions and shall co-operate with MSEDCL for any clarifications or reconciliations of the same.

(d)   Service Tax and other tax / taxes if any applicable, will be charged in addition.

For THE MAHARASHTRA STATE ELECT. DISTRIBUTION CO. LTD.
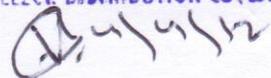
MANAGER (F&A)

ANNEXURE II

PROCESS FLOW – PAYMENT GATEWAY FACILITY

1. The Customer logs into www.mahadiscom.in and completes the necessary formalities in respect of filling the policy/transaction details. MSEDCL performs the necessary validations/ verifications (as required by it) and generates/ validates the amount of bill to be paid.

2. Upon successful completion of the above process the customer is guided to the payments interface where he is presented with the various payment options available over the Gateway.

3. From the options available, the customer selects the relevant payment option i.e. Credit Card payment facility or the Bank account from which he wishes to make the payment.

4. Depending upon the option chosen by the customer in above, the payment interface will open up:
   - the secure login-page of the bank and prompt the customer to enter his login ID and Password; or
   - the secure login page of the Credit card Gateway Page and prompt the customer to enter his Credit Card number, expiry date and CVV number.

5. In case of Online Bank Account Payment Gateway facility:
   - successful completion of authentication will present the customer with a list of accounts that he is authorized to operate along with the current available balance in those accounts.
   - the customer chooses the account to be debited and submits the transaction for process. Depending on balance availability the transaction is either successfully processed or rejected

   In case of Credit Card / Debit Card Payment Gateway Facility:
   - the customer needs to confirm the credit card details and click on submit.
   - successful authentication and authorisation of the card will result in the transaction being successfully processed.

   In both cases the customer is immediately intimated of the success/failure of the transactions and an electronic acknowledgement of payment is displayed. The customer is also informed of the narrative that will reflect in his account statement with respect to the payment.

   (The customer is then returned from the Payment Gateway interface to the MSEDCL site – thereupon MSEDCL will also inform the customer about the successful completion of the online policy purchase and issue him an acknowledgement/ policy number confirmation etc.)

6. The monies debited to the customers account are credited to the designated pool account with the respective acquiring bank.

7. Each day the monies so collected (as per 6 above) are aggregated and transferred to a designated MSEDCL account on T+2 basis.

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8. TechProcess will reconcile the monies collected against the Payment Instructions issued and provide consolidated Payment Information to MSEDCL in a format desired by MSEDCL, via e-mail or any other electronic mode. However, the payment and payment reports will be provided on T+2 basis, where T being the transaction day.

9. MSEDCL issues the physical policy / letter to customer etc. (if any) as per its defined process / business policy.

PROCESS FLOW – EBPP FACILITY

1. Customer registers online either at www.billjunction.com or any of the TechProcess partner banks points [www.dcbl.com, www.greaterbank.com, etc.]. For the SI (Standing Instruction) Facility the customer fills up the form made available by MSEDCL and sets up the mandate.

2. Registration data from all points is aggregated by TechProcess and provided to MSEDCL in the suitable format

3. Thereafter every billing cycle, MSEDCL will make available to TechProcess, the bill information data of these customers

4. TechProcess will in turn present this data to the customer's chosen front end (i.e. www.billjunction.com or the specific Internet Bank account of the customer for e.g. www.dcbl.com, www.greaterbank.com etc)

5. TechProcess customer reviews the bill amount and schedules his payment instruction at www.billjunction.com; similarly customers accessing service at their designated bank Internet site also similarly schedule or authorise their bill payment at the bank site

6. In the case of Standing Instructions customers the payments are scheduled as per the due date

7. TechProcess aggregates all these instructions and processes them directly with the Banks (with whom it has direct debit facilities) or through RBI / Clearing House or the credit card gateway (for Card transactions)

8. Monies on account of all the transactions processed successfully are aggregated at each partner bank and then transferred to MSEDCL on T+2 basis

9. TechProcess performs the complete reconciliation across all the banks and gateways and provides reconciled information to MSEDCL for updation to billing/accounting systems on T+2 basis.

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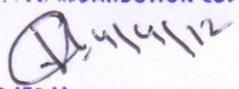
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Process flow EBPP/ECS:

Activity Name	Nature of Activity	Time for updation	Persons involved	Responsibility
Registration ECS	Customer fills MSEDCL ECS Registration Form to opt for debiting his / her bank account through ECS / Direct Debit facility to process his MEDCL bill through his bank account	N.A.	Customer	Customer
	1) Blank mandates are printed and sent to MSEDCL Ites.	N.A.	TechProcess	TechProcess
	2) Customer fills MSEDCL mandate to opt ECS facility and get the mandate signature verified from the bank.	N.A.	Customer / Customer Bank	Customer
	3) Alternately, the customer will register for payment of MSEDCL bill through the Electronic Bill Presentment & Payment Service offered by his / her bank.	N.A.	Customer / Customer Bank	Customer
	4) Mandates are provided to TechProcess by Circle IT or by customer directly.	N.A.	Customer /MSEDCL	MSEDCL Circle IT/ Customer
	5) TechProcess registers the mandate in TechProcess system	5 Days	TechProcess Registration Team.	TechProcess
Registration_EBPP	Flagging of customers opting for payment of bills through TechProcess	2 Days	1) Kamlesh Champaneria [TechProcess] – To send the registration files to Circle ITs in the format specified.	TechProcess
			2) Circle ITs [MSEDCL] – To flag the customers and confirm the same to TechProcess.	MSEDCL
			3) Circle ITs [MSEDCL] – EC02 and updated link master to be received from the Circle IT Offices for the reconciliation at TechProcesss end.	MSEDCL
			4) Kamlesh Champaneria [TechProcess] – To provide the bill data as and when billing is done.	TechProcess
Bill data	Providing billdata for	Daily	1) Each Circle IT [MSEDCL] –	MSEDCL

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	TechProcess flagged customers		To provide the billdata as and when billing is done. 2) Kamlesh Champaneria [MSEDCL] – To upload the same at various banks.	TechProcess
Payment	Processing payments received from various banks and providing the same to MSEDCL	Daily	1) Kamlesh Champaneria [TechProcess] – To send the payment files to circle ITs and division in the format specified on a daily basis. 2) Circle ITs [MSEDCL] – To upload the same at MSEDCL by Circle ITs. 3) Circle ITs [MSEDCL] – EC05 to be provided to TechProcess for confirmation (currently not receiving).	TechProcess MSEDCL TechProcess
Fund Remittance	Remittance is done to MSEDCL designated account for the payments processed		1) Kamlesh Champaneria [TechProcess] – To transfer funds atching with Payment MIS to MSEDCL designated account.	TechProcess

Common Process Flow :

- MSEDCL to provide TechProcess a real-time interface and querying customer bill data [already provided]. TechProcess to use this for getting bill data for the registered customers. No physical data exchange will take place between TechProcess and MSEDCL Circle IT.

- TechProcess will create a web-based portal to facilitate payment updation with access given to all relevant stakeholders at TechProcess and MSEDCL to ensure availability of the service across the State and remove the dependence on / requirement for daily physical interaction with the individual Circle IT Offices.

- For all successful payments received during a day, TechProcess will upload the summary Payment Report and transfer the total funds as per the report to the designated MSEDCL Bank Account. The Summary Report will contain Division-wise break-up of all successful payments and reversals/refunds.

- MSEDCL Helpdesk Section will verify receipt of funds in its account and login to the TechProcess Portal and confirm payment receipts.

- Post Confirmation of receipt of funds by Helpdesk, each Circle IT will be login to the TechProcess system and view the Payment Files [BU-wise B-60 files for payment updation and B80 files for payment reversal] available for download. The Circle IT

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will then login to the TechProcess portal and confirm/upload details of all successfully processed payments and rejected payments.

- Each Division & Sub-division will also be provided individual logins to the TechProcess Portal from where they can download the daily Payment MIS for their Division / Sub-division.

- MSEDCL Central Office IT and Accounts teams will also be provided with Individual logins to enable them to download various MIS reports and Exception Reports [for e.g. list of payment files not downloaded / process by a Circle IT] to enable more efficient monitoring and control.

They key requirement from MSEDCL's end to enable to above flow and ensure efficient processing will be :

- To ensure that the bill data is available on the central database immediately after generation of the bill data at each circle.

- To ensure that the payment receipt confirmation is done by the W&M Section daily.

- To ensure that the payment updation and confirmation is done by the Circle IT office daily.

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Annexure -III

Activity analysis

Sr. No.	Activity	Responsibility Centre	Resposible Person	Monitoring Person	Time Frame	Frequency
1	**Billing and Updation**					
a	Generation of Bill	Circle IT Centre/Billing Unit	Circle IT Centre In-charge & AA/UDC of BU	HO IT/Jr. Mgr. (R) of Div.	As per Billing Program prepare by respective IT centre	As per Billing Schedule
b	Uploading of Bill on	MSEDCL Circle IT Centre	Circle IT Centre In-charge	HO IT	immediate after raising the bill	After each generation of Bill
3	**MIS Reports & Data Transfer**					
a	Uploading of data for online collection & data sent by Franchisee/ kiosk for cash collection on TechProcess website in format as required by MSEDCL and providing viewing to MSEDCL Helpdesk for fund transfer approval	TechProcess	TechProces s in charge	MSEDCL Helpdesk AM(F&A)/ Jr Mgr(F&A)	T+2	Daily
b	Fund transfer online approval by verifying with MSEDCL's designated Bank A/c statement	MSEDCLHO Helpdesk	MSEDCL Helpdesk AM(F&A)	Mgr(F&A)/GM(F&A)	T+2	Daily
c	Generation of B 60 & B 80 files on TechProcess web portal	TechProcess	TechProces s in charge	MSEDCL Helpdesk AM(F&A)/ Jr Mgr(F&A)	T+2	Daily

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d	Downloading & Updation of B 60 & B 80 files	MSEDCL Circle IT centre	MSEDCL Circle IT Centre In-charge	HO IT	same day of transfer of B60 & B80	Daily
e	Updation of Detailed Transactions Reports - collection mode wise & BU wise on TechProcess Web portal	TechProcess	TechProcess in charge	MSEDCL Helpdesk AM(F&A)/ Jr Mgr(F&A)	T+2	Daily
f	Maintaining feedback reports - Accounting unit/Circle wise summary Reports	MSEDCL Help Desk	MSEDCL Help Desk IT	HO IT	Within 1 day of updation & receipt of feedback report of B60 & B80	Daily
4	**Remittances & Transfer of Funds**					
a	Remittance of amount collected into MSEDCL's designated Bank A/c	TechProcess	TechProcess in charge	MSEDCL Helpdesk AM(F&A)/ Jr Mgr(F&A)	T+2	Daily
b	Transfer of funds from MSEDCL's designated Bank A/c to Canara Bank A/c	MSEDCL's designated Bank	In-charge of MSEDCL's designated Bank	MSEDCL Helpdesk AM(F&A)/ Jr Mgr(F&A)	Within 1 day of transfer to MSEDCL's designated Bank A/c	Daily
5	**Accounting & Reconciliation**					
a	IBA Generation & Acceptance to/from Circle Office	Help Desk & Circle Accounts	Help Desk Accounts & Asst. Mgr of Circle	Dy. Mgr (SB)	within 5 day after month	Monthly
b	IBA Generation/Acceptance to/from WM Section	Help Desk & WM Section	Help Desk Accounts & Asst. Mgr of WM Sect.	Dy. Mgr (SB) & Mgr. (WM)	within 5 day after month	Monthly

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c	Other Accounting matters	Help Desk	Help Desk Accounts	Dy. Mgr (SB)	Monthly	Monthly
d	IBA Reconciliation	Help Desk, Circle Accounts & WM Section	Help Desk Accounts & Asst. Mgr of Circle & WM Sect.	Dy. Mgr (SB) & Mgr. (WM)	Monthly	Monthly
e	Bank Reconciliation	MSEDCL Help Desk	Help Desk Accounts	Dy. Mgr (SB)	Within 15 days of subsequent month	Monthly
2	**Consumer Complaints for Online Payment**					
a	Billing	Sub Division / Billing Unit	Billing Unit In-charge	Jr. Mgr. (R) of Div.	As per SOP	NA
b	Double / Multiple Payment	MSEDCL Help Desk & TechProcess	Help Desk Accounts/ TechProcess staff	MSEDCL Helpdesk AM(F&A)/Jr Mgr(F&A)	within 2 days from receipt of complaint	NA
c	Wrong Payment	MSEDCL Help Desk & TechProcess	Help Desk Accounts/ TechProcess staff	MSEDCL Helpdesk AM(F&A)/ Jr Mgr(F&A)	within 2 days from receipt of complaint	NA
d	Charge back for fraudulent credit card transactions	MSEDCL Help Desk & TechProcess	Help Desk Accounts/ TechProcess staff	MSEDCL Helpdesk AM(F&A)/ Jr Mgr(F&A)	within 2 days from receipt of complaint	NA
e	Non-updation of Payment	Help Desk/Circle IT Centre	Help Desk IT	HO Helpdesk AM(F&A) & Circle IT	within 1 days from receipt of complaint	NA

Annexure -IV

CHARGEBACK PROCESS – VBV / MASTERCARD SECURE

Activity Name	Nature of Activity	Time for updation	Persons involved	Responsibility
Raise the Chargeback	Chargeback process starts	Within 180 days from the date of transaction	Customer	Customer
Receipt of Copy Request	TechProcess receives the Copy Request from the Card transaction acquiring bank.	2 Working Days from the date of receipt of the Copy Request from Visa / MasterCard	Respective Card transaction Acquiring Bank	Respective Card transaction Acquiring Bank
Publishing the Copy Request	TechProcess provides the details of the Copy Request to respective IT Circle / Divisional Accounts Department	Within 1 working day from the date of receipt of the Copy Request	3) Kamlesh Champaneria [TechProcess] (TechProcess)	TechProcess
Providing necessary details	Respective IT Circle / Divisional Accounts Department will provide the supporting documents i.e. payment updation screenshots, customer details etc. to TechProcess Alternatively, Confirm the transaction details and get a mail / letter confirmation from the customer for validity of the transaction and withdrawal of chargeback.	Within 1 Working day from the date of receipt of the Copy Request	Respective IT Circle / Divisional Accounts Department	MSEDCL
Present the details	TechProcess will present these documents / details to the Card Issuing Bank through Card Transaction Acquiring Bank, for contesting the copy request. Incase the customer accepts the details provided, the Chargeback will not occur.	Within 1 working day from the date of receipt of details from MSEDCL	2) Allwyn Vaz [TechProcess] 3) _____ (TechProcess)	TechProcess

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❖ However, if the respective IT Circle / Divisional Accounts Department at MSEDCL does not provide documents within the target date to contest chargeback OR if the customer does not accept the documents provided by the respective IT Circle / Divisional Accounts Department at MSEDCL, chargeback will still occur.

❖ As per Visa / Mastercard guidelines for VBV / Mastercard Secure transactions, all chargebacks where the reason is "fraud", the chargeback will be borne by the Issuing Bank and for all chargebacks where the reason is other than "fraud" like "duplicate payment" / "service not rendered" / etc., the chargeback will be borne by MSEDCL subject to MSEDCL contesting the chargeback within the stipulated time frame and providing necessary documents viz. valid Address and Identity Proof of the Customers, Credit Card copy, Transaction Screen Shots, and other relevant documents as may be requested by the bank from time to time.

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Annexure -V

List of banks/Agencies

Scope of work will cover all Master/Visa debit/credit cards acquired by the acquiring bank as well as other cards to facilitate payment of MSEDCL bills. List of banks/agencies is as below which will be periodically updated and by mutual consent new addition will be integrated.

Sr. No	Card
	Credit card
1	Diners Club International
	Cash Card
1	Oxi Cash Card
2	Done Cash Card
	PGI
Sr. No	**Bank Name**
1	ICICI Bank
2	State Bank of India
3	IDBI Bank
4	SBI Debit Card
5	Oriental Bank of Commerce
6	Vijaya Bank
7	Federal Bank
8	Deutsche Bank
9	Development Credit Bank
10	South Indian Bank
11	City Union Bank
12	Tamilnadu Mercentile Bank
13	Bank Of Bahrain & Kuwait

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ANNEXURE VI

PAYMENT GATEWAY - TAT FOR QUERY RESOLUTION

Serial No	Types of Queries / Complaints	TAT
1	Account locked	1
2	Transaction status	1
3	Credit not released	3
4	Double payment (customer's account debited twice)	3
5	Refund	5
6	Others	3

TechProcess Escalation Matrix For Payment Gateway Services

Escalation Level	Name	Designation	Email Id	Contact Number
Level 1	Mr. Pradeep Shedge	Customer Service Executive	instantpay@techprocess.co.in	022-67664402 / 022-67247354 / 022-67247352
	Mr. Saumyendra Saxena			
	Mr. Vishal Raja			
Level 2	Ms. Latha Balraj	Asst. Manager (Customer Service)	latha.Balraj@techprocess.co.in	022-67664407
Level 3	Mr. Lalit Khurana	Chief Manager-Operations	lalit.khurana@techprocess.co.in	022-67664490 (Direct) 09819270087 (Mobile)
Level 4	Mr. Shantha K Bijai	AVP & National Sales Head - Online Payment Services	shantha.bijai@techprocess.co.in	022-66528692 (Direct) 09930445009 (Mobile)

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ECS DEBIT & EBPP - TAT FOR QUERY RESOLUTION

Types of Queries / Complaints	TAT (working days)
R7 report required	2
Exact reason for bounce	4
Transaction Failed for reason - No such account/Account description does not tally	4
Transaction Failed but bank account debited	4
Duplicate Transactions Processed/Double Debit/Excess Debit	4
Transaction bounced, though account is having sufficient fund	4
Transaction Failed due to ecs mandate not received 08	4
Mandate resubmission	8
Status related queries / request	2
Others (Registration queries/transaction queries)	4

TechProcess Escalation Matrix For ECS – Debit, Non-Electronic Payments & EBPP Services

Department	Name	Email ID	Contact Number
Customer Service Level 1	Ms. Meenakshi Devar	transactions@techprocess.co.in (ECS – Debit and Non-Electronic Payment Services) support@techprocess.co.in (EBPP)	022-67664420
Customer Service Level 2	Donabelle fernandes	donabelle.fernandes@techprocess.co.in	022-67664406
Customer Service Level 3	Latha Balraj	latha.balraj@techprocess.co.in	022-67664407
Customer Service Level 4	Mr. Allwyn Vaz	allwyn.vaz@techprocess.co.in	022-67664401

Non-Electronic Payment Facility TAT for Query Resolution

Any query received under Non-Electronic Payment Service shall be resolved within T+ 2 working days (T being the date of receipt of the complaint). Once the detail scope is finalized for this service, both the parties shall mutually agree upon the TATs for query resolution for this Service.

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