

Partner  
KALYAN BHIMWANDI

For SHERE MOTORS

shall not make any promise or representation to or negotiate with clients in respect of any business or claim.

request shall be in mutual consent to be listed and such arrangement shall be made in systems there to; else except any business or issue other documents in the name of or for and on behalf of ICPM; Vendors such specific communication indicated to the Vendor in writing. The Vendor, pursuant to this Agreement, shall not, solicit, negotiate or increase or decrease or alter or change the scope of Services from time to time and the same shall be SERVICES: Vendor shall provide such Services as provided in Schedule A to this Agreement. ICPM may

## 1. HEREBY FURTHER AGREED BETWEEN THE PARTIES THAT,

C. On the basis of the aforesaid representations and warranties ICPM wishes to engage the Vendor to provide the Assistance Services under the terms and conditions of this Agreement; and

B. Assistance services provided in Schedule A attached to this Agreement (Services).

7. Cross-selling of financial services products e.g. Mutual Funds, Share Trading, vehicle loans, personal loans etc.
6. Creating awareness and interest in seminars and conferences organized by various companies with respect to its banking/ insurance and service sector business.
5. Documentatiion, Data Entry, Scanning and Storage of data with respect to the aforementioned activities;
4. Providing call center support for a products offering pictures, simulated depictions etc. as per the strategies approved by and instructions of the client/customer.
3. Printing and publishing of posters, banners, hoardings, pamphlets, hand bills, brochures etc. with slogans, advertisements in mass media including television, radio, internet, print media etc.;
2. Providing assistance in inter-alia engaged in the business as below:-
- A. ICPM is inter-alia engaged in the business as below:-

## 2. ERAS

PL and Vendor are hereinafter collectively referred to as "Parties" and individually as "Party".

being the Party of the OTHER PART;

presentatives, successors, assignees, representatives, nominees, administrators, permitted assigments etc. as the case may be expressed shall, unless repugnant to the meaning and context include and mean their legal heirs, legal representatives, successors, assignees, representatives, nominees, administrators, permitted assigments etc. as the case may be expressed shall, unless repugnant to the meaning and context include and mean their legal heirs, legal

MGALAR, KALYAN BHIMWANDI RD PIPELINE RD,NR AISHWARYA HOTEL, herein after referred to as the "Vendor",

REE MOTORS incorporated under the provision of the Companies Act, 2013, having its Registered Office at 189

gns etc. of the ONE PART

ught to the meaning and context include and mean their legal representatives, nominees, administrators, permitted assigments etc. as the case may be expressed shall, unless repugnant to the meaning and context include and mean their legal heirs, legal

ce at 318, 3rd Floor, Summit-Business Bay, Behind Gurunanak Petrol Pump, Kalyan Bhimwandi Road, Beside Magic WEH metro st., Andheri (E), Mumbai-400093 herein after referred to as "ICPM". No assignments shall, unless

cosmic Capital Private Limited a Company incorporated under the Companies Act, 2013, having its corporate Authorised Main Dealer: TVS Motor Company Ltd.

**SHERE MOTORS**



(TO BE PRINTED ON LETTER HEAD OF DE

AGREEMENT

31

of

2019

Effective Date)

between

*Shreeya*  
For Shree Motors  
Partner

**PAYMENT:** Vendor shall make all payment for such assistance services policies issued on behalf of ICPL. This payment shall be transferred to bank account of ICPL within stipulated time. \_\_\_\_\_ days after issuing a service policy document on ICPL online platform. Vendor shall add ICPL as beneficiary as detailed below:-

**TERM:** This Agreement shall be valid for the perpetual period commencing from the effective date of this Agreement, as mentioned at the beginning (first page) of this Agreement.

**TERMINATION:** Each Party shall be entitled to terminate this Agreement by giving 30 days prior notice without assigning any reason. ICPL at its sole discretion may terminate this Agreement forthwith by giving a notice in writing to Vendor any governmental authority. ICPL may terminate this Agreement forthwith by giving a notice in writing to Vendor any step is taken (and not withdrawn within thirty (30) days) to appoint a liquidator, receiver or other similar officer, which approval shall not be withheld unreasonably;

**iv.** An order is made by a court of competent jurisdiction for the dissolution or winding-up of the Vendor otherwise than in the course of a re-organisation or restructuring previously approved in writing by the Vendor, which approval shall not be withheld unreasonably;

**v.** After termination of this Agreement the Vendor shall provide all the support/assistance/co-operation as may be required by ICPL for ensuring a smooth transfer of the Services being performed by the Vendor pursuant to this Agreement to any third party identified by the Vendor or to ICPL itself, as the case may be. Further, immediately upon termination of this Agreement the Vendor shall return to ICPL and all information shared by ICPL with the Vendor.

**INDEMNIFICATION:** Vendor shall at its own expense indemnify and hold harmless, and at ICPL's request defend, ICPL and its successors and assigns (and its and their officers, directors and employees) from and against all losses, liabilities, damages, settlements, expenses and costs (including attorney fees and court costs) (the foregoing, collectively, Claim(s)) which arise directly or indirectly out of or relate to (a) any breach (or claim or threat thereof, if true, would be a breach) of the terms of this Agreement or any provisions of employment-related claims by Vendor employees or agents; (b) the gross negligence of Vendor employees or agents; (c) applicable law by Vendor (d) personal bodily injury and property damage of Vendor employees or agents; (e) that its directors, officers, managers, partners, members, employees, legal, financial and professional advisors and bankers (collectively, Representatives) who have access to the Confidential Information relating to ICPL do not reveal, to any third party any such Confidential Information without the prior written consent of the ICPL. The vendor shall ensure to implement required security policies, procedures and controls to protect the confidentiality

**CONFIDENTIALITY:** Vendor undertakes that it shall not reveal, and shall use its reasonable efforts to ensure recover the same from the Vendor including by recovering from the amount, if any payable to the Vendor.

**7.** **DISPUTE RESOLUTION:** Any dispute arising between the parties hereto shall be referred to the Services, and/or ICPL, at its option decide the amount of Claim and arises from the performance of the Services; and/or ICPL may, at its option decide the amount of Claim and employee benefits or agents; (d) personal bodily injury and property damage of Vendor employees or agents; (e) claim or threat thereof, if true, would be a breach) of the terms of this Agreement or any provisions of employment-related claims by Vendor employees or agents; (b) the gross negligence of Vendor employees or agents; (c) applicable law by Vendor (d) personal bodily injury and property damage of Vendor employees or agents; (e) that its directors, officers, managers, partners, members, employees, legal, financial and professional advisors and bankers (collectively, Representatives) who have access to the Confidential Information relating to ICPL do not reveal, to any third party any such Confidential Information without the prior written consent of the ICPL. The vendor shall ensure to implement required security policies, procedures and controls to protect the confidentiality

**ICPL No.:** 27AAEC3370G1ZN  
**Bank Branch:** ICICI Bank Ltd.  
**Bank AC Number:** 054405007965  
**IFSC Code:** ICI0000544  
**Fees:** For Services satisfactorily rendered, ICPL shall pay Vendor such fees as are mutually agreed between the Parties (Fees) from time to time. The payment of Fees under this Agreement shall be maximum liability of ICPL under this Agreement. GST or any other tax, if any shall be borne by ICPL subject to Vendor providing the same to Vendor.

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**iv.** An order is made by a court of competent jurisdiction for the dissolution or winding-up of the Vendor otherwise than in the course of a re-organisation or restructuring previously approved in writing by the Vendor, which approval shall not be withheld unreasonably;

**v.** After termination of this Agreement the Vendor shall provide all the support/assistance/co-operation as may be required by ICPL for ensuring a smooth transfer of the Services being performed by the Vendor pursuant to this Agreement to any third party identified by the Vendor or to ICPL itself, as the case may be. Further, immediately upon termination of this Agreement the Vendor shall return to ICPL and all information shared by ICPL with the Vendor.

**INDEMNIFICATION:** Vendor shall at its own expense indemnify and hold harmless, and at ICPL's request defend, ICPL and its successors and assigns (and its and their officers, directors and employees) from and against all losses, liabilities, damages, settlements, expenses and costs (including attorney fees and court costs) (the foregoing, collectively, Claim(s)) which arise directly or indirectly out of or relate to (a) any breach (or claim or threat thereof, if true, would be a breach) of the terms of this Agreement or any provisions of employment-related claims by Vendor employees or agents; (b) the gross negligence of Vendor employees or agents; (c) applicable law by Vendor (d) personal bodily injury and property damage of Vendor employees or agents; (e) that its directors, officers, managers, partners, members, employees, legal, financial and professional advisors and bankers (collectively, Representatives) who have access to the Confidential Information relating to ICPL do not reveal, to any third party any such Confidential Information without the prior written consent of the ICPL. The vendor shall ensure to implement required security policies, procedures and controls to protect the confidentiality

**iv.** If there is a material change in the corporate form of the Vendor;

**v.** If the Vendor breaches any law, rule or regulation as applicable from time to time;

**vi.** An order is made by a court of competent jurisdiction for the dissolution or winding-up of the Vendor otherwise than in the course of a re-organisation or restructuring previously approved in writing by the Vendor, which approval shall not be withheld unreasonably;

**vii.** If the Vendor is a natural person;

**viii.** Any step is taken (and not withdrawn within thirty (30) days) to appoint a liquidator, receiver or other similar officer in respect of any assets of the Vendor;

**ix.** After termination of this Agreement the Vendor shall provide all the support/assistance/co-operation as may be required by ICPL for ensuring a smooth transfer of the Services being performed by the Vendor pursuant to this Agreement to any third party identified by the Vendor or to ICPL itself, as the case may be. Further, immediately upon termination of this Agreement the Vendor shall return to ICPL and all information shared by ICPL with the Vendor.

**INFORMATION/DOCUMENTS/ASSETS RELATING TO ICPL:** provision of the Services to ICPL and all information shared immediately upon termination of this Agreement the Vendor shall return to ICPL all the information/documents/assets relating to ICPL, pertaining to ICPL and all information shared

9. The Vendor shall have adequate mechanism of disaster recovery and shall ensure that in case of flood or other circumstances, the Vendor has alternative mode of providing services. The Vendor shall have adequate business

8. Both Parties shall comply with the respective laws applicable to each of them.

7. Vendor, for same services shall not directly or indirectly engage itself into any activity/business other than  
withICPL

Vendor undertakes to take all the necessary corrective measures which ICP may require from time to time.  
shall be subject to continuous monitoring and assessment by ICP, in the manner as ICP may deem fit and the  
shall provide within 3 days from the date such requirement for records is raised by ICP. In addition, the Vendor  
the said representatives/auditors of ICP, ICP may also call for the related records from Vendor, which Vendor  
giving reasonable prior written notice and the Vendor shall provide all related information as may be required by  
ICPL its auditor/representatives/Regulators shall be entitled to inspect/audit the premises of the Vendor by

15. Vendor shall not subcontract any of the activity under this Agreement without the express prior written consent of  
ICPL

14. Notwithstanding anything contained in this Agreement, the Company can undertake the services which has been  
outsourced under this Agreement, exclusively, simultaneously or in such manner as in deems fit. There shall be  
no obligation on the Company to notify the Vendor for providing any services under this Agreement at any point  
of time.

13. All work products including any tangible or intangible program etc., which are created under this Agreement shall  
be owned by the Company. The Service Provider shall ensure to comply with the security standards of the  
Company for the purpose of the data security and protection of confidential information including the  
policyholders information.

12. The Vendor shall not engage directly or indirectly make, offer or agree to offer anything of value to any  
government official, employee of the Company, political party or official thereof or candidate for government  
office in order to obtain, retain or derive direct business from the person, or to obtain an advantage.  
The Vendor shall be fully responsible for all consequences arising out of a breach or anticipitated breach of this  
condition. No unethical or illegal action shall be performed by Vendor or any of its employees Representatives in  
relation to performing the Vendors obligations under this engagement Agreement.

11. The Vendor shall provide all the necessary support/assistance/co-operation as may be required by ICP to  
comply with applicable law or the instructions/directions of any governmental authorities. By the virtue of this  
agreement Vendor is abide by to comply with the provisions of applicable law. Vendor may provide the relevant  
information/clarification/documents required by the respective authorities from time to time, if any.

10. The Vendor shall always act in accordance with provisions of applicable law during the course of providing the  
Services to ICP and in any matter related thereto.

9. The Parties agree that nothing contemplated in this Agreement constitutes or may be construed to constitute the  
Vendor as an agent, broker or intermediary of ICP for soliciting or procuring the insurance products  
to any customers, or that there exists a principal-agent relationship between the Vendor and ICP, or confers any  
exclusivity to either Party for the arrangements as contemplated herein.

8. ICP shall continue to own and possess all intellectual property rights in the information/documents provided by it  
to the Vendor at all times, including, after termination of this Agreement.

The Vendor shall handover all the customer data to the Company and Vendor shall not use the customer data  
and security of policyholders information even after the contractual terminates. Upon termination of the agreement,  
lying in its possession in any circumstances whatsoever.

Witness 1)

Designation: *Partner*

Name: *Mamta N. Sadi*

For Shree Motors

*Shri Partner*

Year first above written:-

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered as of the day and

Conciliation Act, 1996 or any amendment thereto. Venue of arbitration and hearings shall be Mumbai, India.  
to the sole arbitrator to be appointed by ICPL both Parties in accordance with the (Indian) Arbitration and  
Accordance with Indian law. Any Disputes, arising under or in relation to this Agreement if any, shall be referred  
21. GOVERNING LAW & DISPUTE RESOLUTION: This Agreement shall be governed by and interpreted in

Mr. Linto Francis  
Grievance Redressal Officer  
Indicosmic Capital Pvt. Ltd.; 318, 3rd Floor, Summit-Business Bay, Behind Gurunanak Petrol Pump, Off Andherikurla Road, Beside Magic Bricks WEH metro stn., Andheri (E), Mumbai-400093.  
Tel. No. +9122 2088 0555

the below address:-  
be contacted via writing through email signed with the electronic signature at [lito@indicosmic.com](mailto:lito@indicosmic.com) OR write at  
needs to be escalated then the Designated Grievance Officer for grievances redressal is as mentioned below can  
be immediately informed to toll free contact information provided on the service contract copy. In case issue  
Any complaints, abuse or concerns with regards to assistance services and or comment or breach of terms shall

20. Grievance Redressal

continuity planning (BCP) for the processes provided under the scope of Services herein.