

**(TO BE PRINTED ON LETTER HEAD OF DEALERSHIP)
AGREEMENT**

This Agreement is made on this 30 of 01 2019(Effective Date), between

Indicosmic Capital Private Limited a Company incorporated under the Companies Act, 2013 and having its corporate Office at 318, 3rd Floor, Summit-Business Bay, Behind Gurunanak Petrol Pump, Off Andheri Kurla Road, Beside Magic Bricks WEH metro stn., Andheri (E), Mumbai-400093 hereinafter referred to as "ICPL", which expression shall, unless repugnant to the meaning and context include and mean their legal representatives, nominees, administrators, permitted assigns etc. of the ONE PART

AND

M G MOTORS incorporated under the provision of the Companies Act, 2013, having its Registered Office at **NO 20 EVALAPPAN STREET G S T ROAD TAMBARAM SANATORIUM**, hereinafter referred to as the "Vendor", which expression shall, unless repugnant to the meaning and context include and mean their legal heirs, legal representatives, successors, assigns, representatives, nominees, administrators, permitted assigns etc. as the case may be, being the Party of the OTHER PART;

(ICPL and Vendor are hereinafter collectively referred to as "Parties" and individually as "Party").

WHEREAS

A. ICPL is inter-alia engaged in the business as below:-

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

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

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

IT IS HEREBY FURTHER AGREED BETWEEN THE PARTIES THAT,

1. **SERVICES:** Vendor shall provide such Services as provided in Schedule A to this Agreement. ICPL may increase or decrease or alter or change the scope of Services from time to time and the same shall be communicated to the Vendor in writing. The Vendor, pursuant to this Agreement, shall not, solicit, negotiate or accept any business or issue other documents in the name of or for and on behalf of ICPL; Vendors such specific request shall be in mutual consent to be listed and such arrangement shall be made in systems there to; else shall not make any promise or representation to or negotiate with clients in respect of any business or claim.

For M G MOTORS

[Signature]

Managing Partner