**[Note to Draft: To be stamped by payment of appropriate stamp duty]**

**MASTER AGREEMENT**

**Master Agreement:** **# *ND***

This agreement (the Agreement) entered into on this [●] day of [●] *2018* at [●], by and between:

**LeasePlan Fleet Management India Private** **Limited**a company incorporated under the Companies Act, 1956, having its registered office at Ground Floor, C4C / 332, Janakpuri, New Delhi – 110058 (hereinafter referred to as "**LPIN**") and unless repugnant to the context and meaning hereof shall include its successors and assigns of the First Part,

**And**

***Ecowise Trading Private Limited,*** a company incorporated under the Companies Act, 1956, having its registered office at C–92, Defence Colony, New Delhi - 110024(hereinafter referred to as the "**Client**") and unless repugnant to the context and meaning hereof shall include its successors and permitted assigns of the Second Part.

LPIN and Client hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

**Whereas**

The Client is desirous of engaging services for the management and administration of its vehicles;

LPIN is willing to provide the management and administration services for such vehicles, on the terms and conditions hereinafter contained.

In consideration of the mutual covenants and terms and conditions hereinafter contained, the following has been agreed:

**ARTICLE 1 - ORDER**

1.1 Based on and subject to the quotation (“**Quote**”) that shall be provided by LPIN to the Client, and based on and subject to the confirmation of Order to be received from the Client (hereinafter referred to as the “**Order**”), from time to time, LPIN shall offer the Fleet Management Services on the terms and conditions herein contained. The Order and the Quote accepted by the Client shall constitute a binding contract for the particular Vehicle and shall be deemed to be a part of this Agreement.

**ARTICLE 2 - FLEET MANAGEMENT OF VEHICLES**

2.1 LPIN, during the Contract Period and only within the Contracted Boundary, shall provide Fleet Management Services to the Client. It is clarified that the applicable Fleet Management Services shall be mentioned on the applicable Quote.

2.2 For purposes of this Agreement Fleet Management Services shall comprise of one or more of the following services:

(i) Insurance - LPIN shall arrange for appropriate insurance of the Vehicle (hereinafter referred to as “**Insurance Policy**”) through its preferred Insurance Company (hereafter referred to as “**Insurance Company**”). The Insurance Policy shall be in the name of the Client. All insurance premium, through the Contract Period, in relation to the Insurance Policy shall be paid by LPIN in the first instance and the same shall be reimbursed to LPIN by the Client.

(ii) Breakdown Services (LP Assist) - LPIN shall render round-the-clock breakdown services in certain selected cities to the Client, in case the Vehicle is immobilised on the road, as specified in the relevant Quote and the LP Manual.

(iii) Replacement Vehicle (Service) – LPIN shall arrange for a replacement Vehicle in certain selected cities in case the Vehicle is taken for servicing or damage repair within the Contracted Boundary. These replacement vehicles will either be of “B” or “C” segment not exceeding Esteem or Fiesta category and shall be provided within 24 hours of notice. Fuel, driver and any damages caused to the replacement vehicle shall be at the cost of the Client.

**ARTICLE 2A - REPAIR AND MAINTENANCE OF VEHICLES**

* + 1. The Client acknowledges that the repair and maintenance of the Vehicles is the sole responsibility of the Client. However, at the request of the Client and to facilitate the Client in payment of the costs involved in the repair and maintenance of the Vehicles, LPIN shall pay for the repair and maintenance of the Vehicles in the first instance on behalf of the Client. The amounts so paid by LPIN shall be reimbursed/settled by the Client in the manner provided under the provisions of (II), (III) and (IV) of this Article. LPIN has authorised the Designated Authorised Workshops for maintenance and repair of the Vehicle. The assistance of LPIN as a pure agent of Client shall be available hereunder if and only if the Vehicles are maintained and/or repaired at the Designated Authorised Workshops. Subject to provisions of (II), (III) and (IV), LPIN shall directly pay/settle the invoices raised by such Workshops. In case LPIN offers and the Client accepts the ‘pickup and drop’ service for the Vehicle for service and repair, then any damage to the Vehicle during this process of pickup and drop will be treated as an accident and will accordingly be dealt with in the same way as accident repair is handled by LPIN and shall be covered under the comprehensive Insurance Policy.
    2. LPIN and the Client will discuss and mutually agree upon a fixed amount to be paid by the Client on a periodic basis to enable LPIN to make the payments to the Designated Authorized Workshops which will subsequently be settled in the manner provided under (III) and (IV) of this Article.
    3. On the expiry of the Contract Period, LPIN shall calculate the difference between the amounts received from the Client for repairs and maintenance (including the tyre maintenance) and the actual costs incurred in respect of each Vehicle. In the event that the amount received from the Client is found to be lower than such actual costs, the Client shall pay the difference thereof within a period of not more than 15 days from the date of receipt of such calculation by the Client. However, where the amount received from the Client is found to be higher than the actual costs, LPIN shall pay to Client within 15 days as aforesaid. However, such calculation shall only be done not earlier than two months after the end of the Contract Period in respect of any particular Vehicle.
    4. Notwithstanding the provisions of (III), during the month of March every year, LPIN shall calculate the difference between the amounts received from the Client for repairs and maintenance (including the tyre maintenance) in respect of all Vehicles with the Client and share a report on all costs incurred on the Vehicles till the month of December of the preceding year against the amount received from the Client for the same period. In the event the variance between the costs incurred on repair and maintenance of these Vehicles against the amount received from the Client is more than 15%, the Client will make the differential payment to LPIN within 15 days of sharing this report. In the event the amount received from the Client is higher than the cost for the settlement period, LPIN will share the report as mentioned above and make the differential payment to the Client.

**ARTICLE 2B**

The Client agrees and understands that the provision of Article 2A is independent of the provisions of Article 2 hereinabove.

**ARTICLE 3 - CONTRACT PERIOD**

* 1. TheContract Period shall commence from the Contract Start Date and may cease with immediate effect upon happening of any of the following events:

(i) Upon expiry of the Contracted Months.

(ii) Occurrence of an event of default as specified in Article 9 of this Agreement.

1. Expiry of 3 months’ advance notice from the Client or receipt of 3 months’ Fleet Management Charges or other applicable charges in lieu thereof.
2. Theft of the Vehicle.
3. The Vehicle being declared as total loss by the Insurance Company.

3.2 All rights and obligations of the Client accrued during the Contract Period shall survive the termination of the Agreement.

**ARTICLE 4 - CONSIDERATION**

4.1In consideration of the services provided by LPIN, the Client shall pay to LPIN fleet management charges (hereinafter referred to as “**Fleet Management Charges**”). The Fleet Management Charges shall comprise of the fleet management charges including the management fees and shall be a fixed amount payable by the Client per month. The value of the Fleet Management Charges shall be specified in the relevant Quote. The Fleet Management Charges shall be calculated for every calendar month. The Fleet Management Charges shall be payable in advance, no later than the first day of each calendar month. If the Contract Start Date is on or before 15th day of the month, the payment of Fleet Management Charges will start from the first day of that month and the Fleet Management Charges shall be for the entire month. However, if the Contract Start Date is after 15th day of the month, the Fleet Management Charges will start from the first day of the subsequent month and the Fleet Management Charges shall not include amounts for the relevant part of the previous month. All invoices under this Article shall be raised by LPIN from LPIN’s branch office as is registered under the GST Enactment which shall be deemed as “Location of Supplier” under the GST Enactment. The “Place of Supply” under the GST Enactment shall be the address of such location of the Client as is indicated by it and as would be specified in the applicable Quote. Accordingly, the invoices to be raised under this Article shall include taxes at the applicable rate of State Goods and Services Tax (SGST) and Central Goods and Services Tax (CGST) or Integrated Goods and Services Tax (IGST). Further, all invoices to be raised by LPIN under this Agreement shall specify the applicable SAC code under the GST Enactment and the Client acknowledges that the same code(s) shall be reported by it in the tax returns to be filed under the GST Enactment. Further, LPIN shall take such steps, including timely deposit of tax, furnishing or filing the appropriate information or document or return, under the GST Enactment as may be necessary to enable the Client to avail input tax credit with respect to the invoices under this Agreement, if otherwise available to the Client.

4.2 To discharge its obligation to pay Fleet Management Charges, the Client shall issue, on or after the Contract Start Date, an irrevocable Standing Instruction to such of its bankers as have a relationship with LPIN to electronically transfer the monthly Fleet Management Charges by the first day of each calendar month for the duration of the Contract Period as specified in the relevant Quote.

4.3 In the event the Client fails to honour any invoice raised by LPIN in terms of this Agreement, LPIN shall intimate the Client in writing about the same and provide a period of 30 days to make the said payment. In the event of non payment by the Client within the said period of 30 days, the Client shall be liable to pay, without prior notification or reminder any and all costs incurred by LPIN to recover such amounts.

4.4 All payments pertaining to the Vehicle, not covered by this Master Agreement, shall be directly made by the Client.

4.5 The Client agrees on the terms and conditions related to invoicing and payments, as specified in ***Annexure 1***. In the event that the Client notices any defect or discrepancy in the invoices raised by LPIN under this Agreement, it shall intimate the same to LPIN within 7 days of receipt of such invoice. Any such defect or discrepancy shall be remedied by way of issuance of an appropriate credit note by LPIN and it shall be the responsibility of the Client to reflect such credit notes in its applicable returns under the GST Enactment in accordance with the provisions thereof. In case, LPIN suffers any loss under the GST Enactment on account of Client’s failure to so reflect the credit note(s), it shall reserve the right to claim the loss actually incurred, from the Client. Any amount payable by LPIN on account of reconciliation of accounts with the Client shall also be dealt with in like manner by way of issuance of credit note. However, in the event that a request under this Article is received from the Client after the expiry of permissible time period under the GST Enactment, LPIN shall not be obliged to pass any benefit under the GST Enactment to the Client.

**ARTICLE 5 - TECHNICAL CONTROL AND INSPECTION**

5.1 The Client shall present the Vehicle for pollution checks and other statutorily mandated technical/fitness tests, at the dates and places determined by the relevant authorities. Further, the Client shall present the Vehicle as and when required by any competent authority for any inspection that may be required by any law, regulation and/or rule. In the case of Vehicles registered as commercial vehicles, the Client shall get the annual and other fitness tests/inspections done within the stipulated time. The costs of all such tests/inspections shall be borne by the Client. The Client understands that the sole purpose of this provision is to ensure that the Vehicles are in compliance with the applicable pollution norms and in roadworthy condition.

**ARTICLE 6 - STANDARD MODELS AND SPECIFICATIONS**

6.1 The details/specifications of the Vehicles opted for Fleet Management Services shall be recorded in the relevant Quote.

6.2 Any change in the specifications, including but not limiting to, the accessories fitted to the Vehicle, may necessitate recalculation of the Fleet Management Charges for that Vehicle.

**ARTICLE 7 - INSURANCE AND DAMAGE REPAIR**

7.1 LPIN will attach each Vehicle to its Designated Authorized Workshop for carrying out accident repair.

7.2 In the event of an accident, LPIN will arrange intimation to the Insurance

Company, filing of claims, arranging of survey, repair of the Vehicle, settlement of claim and payment to workshop from the Insurance Company.

7.3 In case the Vehicle is impounded due to any accident, it will be Client’s responsibility to get the Vehicle released at its cost before LPIN is able to organize repairs.

7.4 Upon the happening of any event that causes any damage or loss to the Vehicle and/or its accessories whilst thereon, including accident, theft, hit caused by fire explosion, self ignition or lightening, burglary, housebreaking, riot, strike, earthquake, flood, typhoon, hurricane, storm, tempest, inundation, cyclone, hailstorm, frost, malicious act and/or terrorist activity, the Client shall as soon as possible notify LPIN by telephone of such damage or loss relating to the Vehicle and confirm this in writing in accordance with the terms hereof and the LP Manual, within 48 hours of the occurrence of such event causing loss and/or damage to the Vehicle.

7.5 All insurance and damage related issues shall be subject to the terms, general exceptions, conditions and endorsements contained in the Insurance Policy. The Client shall follow the procedure as stated in the LP Manual.

7.6 LPIN shall indemnify, defend and hold the Client harmless, at all times, from and against any all claims, liability, losses, demands, costs, expenses (including attorney fees) in respect of and/or arising out of, (i) breach of the terms of this Agreement; and/or (ii) the services provided hereunder.

7.7 In case of total loss or theft of the Vehicle, all payments from the Insurance Company shall be made directly to the Client.

**ARTICLE 8 - LPIN'S COVENANTS**

During the subsistence of this Agreement and within the Contract Period, LPIN shall:

* 1. not assign the Agreement to any other party.

**ARTICLE 9 - EVENTS OF DEFAULT**

9.1 An event of default shall occur hereunder if LPIN:

(i) fails to make any of the payments or part thereof or any other payment required to be made hereunder when due; or

(ii) fails to perform or observe any other covenant, conditions or agreement to be performed or observed by it hereunder or in any other document furnished to the Client in connection herewith; or

1. shall be in default under any other agreement at any time executed with any of the parties hereto; or
2. assign this Agreement to a third party without obtaining prior written consent of the Client.

**ARTICLE 10 - TRAVEL OUTSIDE CONTRACTED BOUNDARY**

10.1 The Client may take the Vehicle outside the Contracted Boundary on temporary basis. In case LPIN offers its services in the city where the Client would like to take the Vehicle on temporary basis, LPIN would arrange to provide such services as would be available in that city. In case, LPIN’s Designated Authorized Workshops are not available in the vicinity of the location of the Client/user, the Client/user may get the necessary repairs done locally in consultation with LPIN. LPIN will treat reimbursements of such invoices at par with those that are received directly from a Designated Authorized Workshop.

**ARTICLE 11 - MISCELLANEOUS**

11.1 Jurisdiction

The laws of India shall govern this Agreement. The courts of Delhi shall have exclusive jurisdiction in respect of any matter, claim or dispute arising out of or in any way, relating to this Agreement.

11.2 Correspondence Address

Unless specifically provided otherwise, any notice or demands required to be given herein shall be given to the Parties hereto in writing and either by Registered Post acknowledged aue, facsimile or by hand delivery at the addresses above mentioned or at such other addresses as the Parties hereto may hereafter substitute by written notice given in the manner prescribed hereinabove.

11.3 Waiver

Any express or implied waiver by the Client of any default shall not constitute a waiver of any other default by LPIN or a waiver of any of the Client's rights. All rights and powers of Client under this Agreement will remain in full force, and Client shall not be deemed to have waived any of their rights or any provisions of this Agreement or any notice given hereunder unless such waiver be provided in writing by the Client and any waiver by the Client of any breach by the LPIN of this Agreement shall not be deemed a waiver of any continuing or recurring breach by LPIN.

11.4 Headings

The heading in this Agreement are for convenience/reference only and shall not define or limit any of the terms hereof.

11.5 LP Manual

Any amendments to the LP Manual shall be immediatelynotified to the Client, and the Client may, in its sole discretion, not accept to such amendment. Further in case of conflict of the LP Manual and this Agreement, the terms of this Agreement shall prevail over the LP Manual.

11.6 Confidentiality

Each Party herein agrees and undertakes not to divulge or disclose any Confidential Information of the other Party to any third party without prior consent of such other Party disclosing the information. Provided however, the obligation under this Article shall not apply when disclosure is to affiliates, officers, directors, and representatives on a need-to-know basis hereunder or when disclosure is required under Law.

11.7 Severability

If any provision of this Agreement is adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, or its validity or enforceability, and the unenforceable provision shall be performed to the extent valid and enforceable

11.8 Counterparts

This Agreement and any document to be provided under this Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

**ARTICLE 12 - TERM AND TERMNINATION**

12.1 This Agreement contains the terms and conditions that will govern provision of Fleet Management Services and repair and maintenance services for the Vehicles by LPIN. This Agreement shall be valid for three years unless terminated earlier by the Client under Article 12.2 below and will stand renewed automatically on expiry of three years unless otherwise confirmed by any of the Parties and accepted by the other Party in writing before 90 days of expiry of the Agreement. Notwithstanding the termination or expiry of the Agreement, any Order(s) in force at such time of expiry or termination will continue to be valid on terms indicated in this Agreement and in the relevant Order(s), as the case may be.

12.2The Client may terminate this Agreement bygiving3 months’ advance notice to LPIN or 3 months’ Fleet Management Charges or other applicable charges in lieu thereof.

**ARTICLE 13 - FORCE MAJEURE**

13 This Agreement and its performanceby LPIN and the Client are subject to Force Majeure.

**ARTICLE 14 - DEFINITIONS**

(i) “**Contracted Months**” means the number of months or part thereof for which the Fleet Management Services and/or repair and maintenance services under Article 2A are provided to the Client, as specified in the relevant Quote.

(ii) “**Contract Start Date**” means the day from which Fleet Management Services and/or repair and maintenance under Article 2A is/are applicable.

(iii) “**Confidential Information**" shall mean any information that is not publicable available and is provided by one Party to the other Party for the purposes of implementing this Agreement. Confidential Information shall include any and all information obtained or disclosed, including, but not limited to, all data, documents, application, statements, processes, plans and/or any business/customer information marketing strategies/plans and all other trade secrets, know how, confidential knowledge or information of the Party relating to its business, practices and procedures which is not otherwise publicaly available including the terms of the Agreement.

(iv) “**Designated Authorised Workshops**” means the auto workshops or any of them, designated by LPIN for the repair and maintenance of the Vehicle and duly informed to the Client. LPIN reserves the right to add new workshops and/or remove workshops from the list of such Designated Authorised Workshops.

(v) “**Fleet Management Services**” means the management and administration services specified in Article 2.2 hereof.

(vi) “**Fleet Management Charges**” means the amount payable by the Client to LPIN in consideration of the management and administration services specified in Article 2.2 hereof.

(vi) “**Force Majeure**” means any event that is not within reasonable control of a Party (whose performance is affected by such event) including without limitation, insurrection, restraint imposed by the Government, act of legislative or other authority, war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or acts of God, that affects the ability of a Party to perform its obligations as envisaged herein. Provided however, non-payment of amounts due from a Party under this Agreement (for any reason) shall not be considered as an event of Force Majeure.

(vii) “**GST Enactment**”, to the extent applicable, means and includes The Central Goods and Services Tax Act, 2017, The Integrated Goods and Services Tax Act, 2017, The Union Territory Goods and Service Act, 2017, the respective State Goods and Services Tax Acts and rules, notifications, circulars, orders and clarifications issued under the relevant enactment(s).

(viii) “**Insurance Policy**” means the insurance policy for the Vehicle as specified in Article 2.2(i) hereof.

(ix) “**Contract Period**” means the period for which Fleet Management Services and/or repair and maintenance services under Article 2A are provided.

(x) "**LP Manual**" means the manual issued by LPIN as attached in **Annexure 2.** Any amendments to the LP Manual shall be immediatelynotified to theClient, and the Client may, in its sole discretion, not accept to such amendment.

(xi) "**The Vehicle**" means the vehicle and each of the vehicles, specified in the relevant Quote(s).

(xii) “**Contracted Boundary**” means the city in which Fleet Management services and/or repair and maintenance services under Article 2A can be availed by the Client and this shall be indicated in the relevant Quote.

**For** LeasePlan Fleet Management India Private limited

Authorised Signatory

Name & Designation:

Date:

**~~For LeasePlan India Private Limited~~**

**For Ecowise Trading Private Limited**

Authorised Signatory

Name & Designation: Mr Manik Thapar

Date:

**Witness**

**1.**

**2.**

**Invoicing and Payments:** **Annexure 1**

***Payment Instructions***: All Fleet Management Charges and other applicable charges and reimbursements payable under this Agreement shall be paid to *LeasePlan Fleet Management India Private limited*.

***Payment Due date:*** The Fleet Management Charges are payable in advance and are due on the 1st day of every month.

***Activation of the invoicing in respect of the Car:*** The car becomes active and ready for invoicing on the 1st day of a month if Contract Start Date is on or before the 15th of that month and on the 1st of the following month if Contract Start Date is after the 15th of that month.

***Consolidated Invoicing:*** A consolidated invoice is generated on the 1st day of every month for the Fleet Management Charges and other applicable charges due on the 1st day of the next month for all cars active as on that day.

***Payment Slip***: The Client shall attach the duly filled payment slip along with the cheque/DD to help LPIN in recording the payment accurately except in case payment is through post dated cheques or standing instruction.

**LP Manual Annexure 2**