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

**SERVICE AGREEMENT**

This Service Agreement (''**Agreement**'') is entered into on this [●] day of [●]2018(“**Effective Date**”),at[●], by and between:

***Lease Plan 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 – QUOTE AND ORDER**

Based on and subject to the quotation (hereinafter referred to as “**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 management and administration services, described further in detail in Article 2 (hereinafter referred to as ''**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 – SERVICES**

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

2.2

* + 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 Designated Authorised 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 as 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 in terms of Article 1 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 at its own discretion 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 adjust this amount towards the next settlement period.

**ARTICLE 3 CONTRACT PERIOD**

* 1. TheContract Period shall commence from the Contract Start Date and shall 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’ Charges in lieu thereof.
2. Theft of the Vehicle or sale of the Vehicle.
3. The Vehicle being declared as total loss by the concerned insurance company

3.2 All rights and obligations of the Client accrued during the Contract Period shall survive the termination of the Agreement. The Client in consultation with LPIN shall be liable to pay, any and all reasonable claims raised by LPIN in this behalf.

**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 “Charges”). The Charges shall be a fixed amount payable by the Client per month as specified in Article 2(II). The value of the Charges shall be specified in the relevant Quote. The Charges shall be calculated for every calendar month. The 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 Charges will start from the first day of that month and the Charges shall be for the entire month. However, if the Contract Start Date is after 15th day of the month, the Charges will start from the first day of the subsequent 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 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 Charges by the first day of each calendar month for the duration of the Contract Period as specified in the relevant Quote.

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

4.5 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 CLIENT'S COVENANTS**

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

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

5.2 indemnify and keep indemnified LPIN, at all times, from any claim or demand arising out of the material breach of this Agreement by the Client. LPIN shall provide sufficient proof while raising any claim of indemnification.

**ARTICLE 6 EVENTS OF DEFAULT**

6.1 An event of default shall occur hereunder if the Client:

(i) fails to make any of the payments or part thereof or any other payment required to be made hereunder when due and such failure continues for a period of 14 days after written notice is sent to the Client; or

**ARTICLE 5 - INDEMNITY**

LPIN shall indemnify, defend and hold harmless the Client from and against all claims, liabilities, penalties, fines, duties, demands, actions, charges, costs and expenses, suits and proceedings, whatsoever that may be brought or made against the Client or which the Client may now or hereafter be liable to pay, incur or sustain by virtue of or as a result of the non-performance or non-observance of any terms and conditions of this Agreement or any document pursuant to or in connection with this Agreement.

**ARTICLE 8 - TERM AND TERMNINATION**

8.1 This Agreement contains the terms and conditions that will govern provision of the Services for the Vehicles by LPIN. This Agreement shall be valid for one year unless terminated earlier by the Client under Article 7.2 below and will stand renewed automatically on expiry of one year unless otherwise terminated by any of the Parties in writing before 30 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.

8.2

**ARTICLE 9 - TRAVEL OUTSIDE CONTRACTED BOUNDARY**

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.

**ARTICLE10 - FORCE MAJEURE**

This Agreement and its performance by LPIN and the Client are subject to Force Majeure.

**ARTICLE 11 - MISCELLANEOUS**

11.1 Assignment

During the subsistence of this Agreement and within the Contract Period, LPIN shall not assign the Agreement to any other party.

11.2 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 due, 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 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.

11.6 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

11.7 Counterparts

This Agreement and any document to be provided under this Agreement may be executed in two (2) or more counterparts.

**ARTICLE 12 – DEFINITIONS**

In this Agreement, except as otherwise provided, capitalised terms shall havethe meaning assigned to them herein below:-

(i) “**Contracted Months**” means the number of months or part thereof for which the Services in respect of a Vehicle are provided to the Client by LPIN, as specified in the relevant Quote which is confirmed by way of an Order by the Client.

(ii) “**Contract Start Date**” means the day on which the Services in respect of a Vehicle commence as specified in the relevant Quote which is confirmed by way of an Order by the Client.

(iii) “**Confidential Information**" shall mean any information that is not publicly 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 publicly available including the terms of the Agreement.

(iv) “**Designated Representatives”** mean representatives designated by LPIN and duly informed to the Client for purposes of this Agreement and Services to be provided hereunder.

(v) “**Designated Authorised Workshops**” means the auto workshops or any of them, identified by the Client or an entity providing insurance in respect of the Vehicle.

(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) “**Contract Period**” shall mean the period or part thereof for which the Services in respect of a Vehicle are provided to the Client by LPIN, as specified in the relevant Quote which is confirmed by way of an Order by the Client.

(viii) "**Vehicle**" means the truck used by the Client for commercial use, as specified in the relevant Quote which is confirmed by way of an Order by the Client .

(ix) “**Contracted Boundary**” means the city in which Services can be availed by the Client as specified in the relevant Quote which is confirmed by way of an Order by the Client

**For Lease Plan 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.**