

A. General Terms & Conditions of Contract:

1. The Service Provider should not provide vehicles having model earlier than year .2019
2. The vehicle should be in good and clean upholstery.
3. The Service Provider shall bear all expenses required for keeping the vehicles in smooth running condition such as fuel, lubrication oil, consumables, necessary spares, maintenance, driver's salary etc.
4. Driver to be provided must possess valid driving license with minimum three years of driving experience. The Service Provider must submit the photocopies of licenses to the Head, DIU as soon as the contract is signed.
5. Drivers should be familiar with all important places in Gondia.
6. The Drivers of the vehicle must follow traffic rules and other regulations prescribed by the Govt. time to time.
7. The drivers should always carry a mobile phone with them as it will enable the officer to contact them at any time & the service provider must submit the Mobile Numbers of the Drivers provided to the Head, DIU as soon as the contract is signed.
8. All applicable taxes, permits, license, comprehensive insurance and any other documents for operating the vehicle commercially should be fully paid and should be available in the vehicles.
9. The vehicle is required on all call basis. Vehicle may require on Sundays & other holidays on demand as per the requirement. Sunday and other Gazetted holidays will be covered in the definition of call basis.
10. Any change in vehicle or drivers will be allowed only in exceptional circumstances and that too with the prior information/approval of Head, DIU, Gondia.
11. The vehicle must be made available at any given time and day as informed.
12. The vehicle should report to the place of requirement as per directions of the office.
13. The daily record indicating time and mileage for each vehicle shall be maintained. The vehicle should report to the place of requirement as per directions of the office. The mileage will be counted from SMART office to SMART office.
14. The telephone facility (24 hours) must be available with Service Provider for communication in case of any emergency the Service provider should provide all the Telephone Numbers to Head, DIU, Gondia.
15. Rates quoted are valid for a period of ONE Years from the date of award of contract. No revision in quoted rates on account of increase in fuel charges, spare costs, taxes etc will be entertained.
16. Log Book has to be maintained for each vehicle.
17. Any advance will not be paid.
18. SMART office reserves the right to cancel the Agreement for whatever reason at any time.
19. Service Provider should obey all statutory requirements prevailing in the state of Maharashtra.
20. Service Provider have to pay the toll charges within contract period.
21. All other terms and condition mentioned in the invitation for quotation are binding on the service provider without any deviation
22. If the above conditions are breached and services are discontinued by service provider then project can take necessary actions for the losses suffered.

B. Special Condition of Contract:

23. SMART office will not be responsible for any loss, damage or accident to the vehicle or to any other vehicle or injury.
24. The Service Provider should have the arrangements for repairing their vehicle in a short time and during the repair time the Service Provider should provide a substitute vehicle and driver immediately so that there is no inconvenience/disruption in the work of the office.
25. The Service Provider shall pay the parking charges during the official use and the same shall be reimbursed by SMART to the service provider on raising of the monthly bill. Valid proof of charges must be attached with the bills.
26. The client shall reimburse GST as per prevailing rate.
27. Income Tax will be deducted at source as per the prevailing Income Tax Rules.
28. A penalty of Rs. 1000/- per day may be levied if any vehicle fails to meet above terms and conditions on any day.
29. The Contract period shall be 12/04/2023 to 11/04/2024 .
30. The contract will initially be for a period of one years which may be extendable further up to Six months on rendering satisfactory services without changing existing agreed norms.
31. Service Provider will be responsible for drivers lodging, boarding and any other expenses during his duty.
32. Minimum charges will be paid if running of the vehicle is less than the agreed norms.
33. The Service Provider will abide by all statutory requirement as per Minimum Wage Act, Employee's Provident Fund Act, Workmen Compensation act, Payment of Wages Act, Contract Labour (Regulation and Abolition) Act
34. SMART will not be responsible or liable in case of any dispute arising between the Service Provider and the drivers employed by the Service Provider and no relationship of Employer and Employee shall come into existence between the SMART and the Service Provider or drivers for which all responsibilities shall vest with the Service Provider alone.

C. Terms and Conditions of Payment:

35. Payments will be made to the account of the Service Provider on Call basis on the basis of Monthly usage of vehicles and as per the rates stated below. The payment will be made within 2 weeks after receipt of monthly invoice along with the signed log book to the Client. Invoice should specify the usage of vehicles. Service Provider should submit required documents related to usage along with the monthly Invoice.

E. Arbitration:

37. In case of any dispute arising out / relating to interpretation of terms of conditions or functioning of the Service Provider vis-a-vis the SMART, the SMART shall be the sole authority to decide the arbitrator. The Service Provider agrees to execute all documents, which may be required by the SMART in this regard proceedings. The proceeding of the arbitration shall be held in accordance with the Arbitration and Conciliation Act. 1996; or any enactment of the time being made replacing introducing or modifying the same.

F. Amendment :

38. Except as expressly provided in the Agreement, no modification of the terms and conditions or any of the provisions here of shall be made except by a written instrument which shall be signed by both Parties hereto.

G. Documents :

39. The following documents shall form an integral part of this Agreement as fully as if the contents of the said documents are reproduced, incorporated and set forth herein, and shall govern and control in full force and effect the rights and obligations of the Parties, except as otherwise modified by the terms and conditions of the Agreement, or by mutual agreement of both the Parties in writing, and by provisions of relevant laws, codes, ordinances, rules and regulations of the government: **Annex "A"**-Quotation of the service provider. All documents which have been or may hereinafter be executed by the Parties shall likewise form integral parts of this Contract.

40. The Service Provider warrants that,

- i. It has not given or promised to give money, gift or any material favour/consideration to any officer or employee of CLIENT to secure or in consideration of this Agreement and that any violation of this warranty shall be sufficient ground for CLIENT to revoke or cancel the same with or without need of judicial action by giving written notice to that effect to the service provider.
- ii. Service Provider will supply above mentioned vehicles in accordance with the terms and conditions mentioned in this Contract & invitation for quotations.
- iii. Service Provider has taken steps to ensure that no person acting for us or on our behalf will engage in bribery or collusive agreements with competitors..
- iv. Service Provider undertake to ensure compliance with the requirements of Contract Labor Act, 1970, EPF, ESIC and also abide by all the other statutory requirements necessary in this regard. The service provider agree that SMART would neither involve itself in any matters nor be responsible for any shortcomings arising out of the non-compliance of the necessary regulations/laws

Following are the Approved Rates by SMART-DIU

A) On call basis for local use

| SR. NO. | Vehicle | Terms | U/M | Qty. Per Month* | Rate/ Unit |
|---------|--|----------------------------------|----------|-----------------|------------|
| 1 | Swift Desire/ Zest/ Etios or equivalent (All AC) | Minimum Distance Kms.80 &12Hrs | Vehicles | 2 | 1750/- |
| | | Rate per km above 80 K.M. | KM | 50 | 12/- |
| | | Rate for extra hours above 12Hrs | Hours | 4 | 160/- |
| 2 | Xylo/ Bolero /Scorpio /Ertiga (All AC) | Minimum Distance Kms. 80 &12Hrs | Vehicles | 2 | 2300/- |
| | | Rate per km above 80 K.M. | KM | 50 | 13/- |
| | | Rate for extra hours above 12Hrs | Hours | 4 | 173/- |

B) Call basis for out station -

| SR NO | Vehicle | Terms | U/M | Qty. Per Month* | Rate/ Unit |
|-------|--|---------------------------------|----------|-----------------|------------|
| 1 | Swift Desire/ Zest/ Etios or equivalent (All AC) | Minimum Distance Kms.300 &24Hrs | Vehicles | 4 | 3450/- |
| | | Rate per km above 300 K.M. | KM | 100 | 12/- |
| 2 | Xylo/ Bolero / Scorpio /Ertiga (All AC) | Minimum Distance Kms.300 &24Hrs | Vehicles | 4 | 3600/- |
| | | Rate per km above 300 K.M. | Km | 100 | 12/- |
| 3 | InnovaCrysta/Mahindra XUV500 (All AC) | Minimum Distance Kms.300 &24Hrs | Vehicles | 2 | 3800/- |
| | | Rate per km above 300 K.M. | Km | 100 | 10/- |

***24 hrs will be calculated from the starting time of journey to end time of journey.**

D. Termination of Contract:-

36. SMART reserves the right to terminate this arrangement without assigning any reasons thereof, by serving on the Service Provider a notice of 15 days to this effect, and on the refusal of the Service Provider to accept the notice of termination of the arrangement or passive avoidance to do so, the said notice shall be sent by registered post on the address of the Service Provider recorded with the SMART, where after it shall be deemed to have been served on the Service Provider. SMART shall also be entitled to appoint any other person, firm or company at its discretion to perform the job entrusted to the Service Provider after termination of the arrangement. Provided that the termination of the arrangement, as aforesaid, shall not absolve the Service Provider of its liability regarding vehicle hiring arrangements already entrusted to it in accordance with the direction of the SMART.

IN WITNESS WHERE OF, the Parties here to and their principal witnesses hereby set their hands on this document on the 12/04/2023 at DIU SMART, GONDIA This instrument, consisting of pages including this Acknowledgment page, relates to an Agreement for Annual Maintenance Contract and the same has been signed by the here in Parties on all pages.

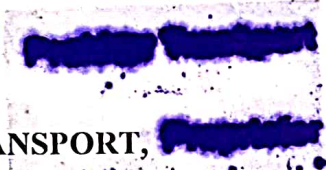
IN WITNESS WHERE OF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of Hon. Balasaheb Thackeray Agribusiness & Rural Transformation Project, SMART,


Head
DIU. SMART.

HEAD, DISTRICT IMPLEMENTATION UNIT, SMART, GONDIA

For and on behalf of


PRAKHAR TRANSPORT,
IN FRONT OF PAWAR BORDING,
-KANHARTOLI, GONDIA
PRO. PAWAN PANDEY


Prahar Transport
Proprietor

CERTIFICATE OF INSURANCE CUM POLICY SCHEDULE
COMMERCIAL VEHICLE PACKAGE POLICY (IRDANI15RP0014V01200203) ISSUED AT: 11:20 HOURS ON 04-OCT-2023

| | | | | |
|--------------------------------------|--|--|---|----------------------------|
| POLICY NUMBER TIL/11018743 | PROPOSAL NUMBER AND DATE P22086201 04-OCT-2023 | PERIOD OF OWN DAMAGE (OD) COVER (11:20 HOURS) 04-OCT-2023 To Midnight of 03-OCT-2024 | PERIOD OF LIABILITY (LP) COVER (11:20 HOURS) 04-OCT-2023 To Midnight of 03-OCT-2024 | NEW |
| PREVIOUS POLICY DETAILS | | OD POLICY INSURER | OD POLICY NUMBER | PERIOD OF OD POLICY |
| PREVIOUS POLICY INSURER | | OD POLICY INSURER | OD POLICY NUMBER | PERIOD OF OD POLICY |

| | | | | | | |
|------------------------|--|--|--------------------|-----------------------------|-----------------------|------------------------|
| INSURED DETAILS | | NAME | GSTIN | PAN CARD NUMBER | UIN | COMPONENT |
| | | M/S MAA BHAGWATI TOURS AND TRAVELS | NA | FOPM17320 | 0 | PAY AS YOU DRIVE / USE |
| | | ADDRESS | | | | DATE OF BIRTH |
| | | PROP. VIJAYLAXMI MANKAR, C/O PAWAN HARISHCHANDRA PANDEY, SHILAMATA MANDIR CHAUK, KANHAR TOLL, GONDIA, MAHARASHTRA-441614 | | | | |
| | | NOMINEE NAME | NOMINEE AGE | NOMINEE RELATIONSHIP | NOMINEE NUMBER | EMAIL ID |
| | | | | | 90****5991 | paw*****@gmail.com |

| | | | | | | |
|------------------------|--|-----------------------------|-------------------|-----------------------|----------------------------|---------------------|
| VEHICLE DETAILS | | VARIANT | MAKE/MODEL | CHASSIS NUMBER | ENGINE/MOTOR NUMBER | COMMERCIAL |
| | | GLANZA F11 (TR) (MT) D14R0 | TOYOTA/OLANZA | MHHJWC135PH54308 | K12N04326186 | YEAR OF MANUFACTURE |
| | | HYPO THECA (HYPOTHECA) | INSURANCE DATE | CC / KW / GVW | SEATING CAPACITY | 2023 |
| | | SUNSHRAM FINANCE LTD GONDIA | 04-OCT-2023 | 1197 | 7 | FUEL TYPE |
| | | GEOGRAPHICAL AREA EXT. | GEOGRAPHICAL AREA | RTO CITY | REGISTRATION NUMBER | PETROL |
| | | | INDIA | GONDIA | | VEHICLE USAGE |

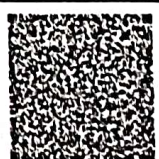

| | | | | | |
|-------------------------------------|-------------|-----------------------------------|-------------------------------|----------------|--------------|
| INSURED DECLARED VALUE (Rs.) | | | | | |
| VEHICLE | BODY | NON ELECTRICAL ACCESSORIES | ELECTRICAL ACCESSORIES | CNG/LPG | TOTAL |
| 646950 | 0 | 0 | 0 | 0 | 646950 |

| A. OWN DAMAGE (OD) SECTION | | AMOUNT (Rs.) | B. LIABILITY SECTION | | AMOUNT (Rs.) |
|---|--|---------------------|---|--|---------------------|
| BASIC PREMIUM | | | BASIC PREMIUM | | |
| VEHICLE | | 11924 | THIRD PARTY LIABILITY (INCLUDING TPPD) | | 11852 |
| NON ELECTRICAL ACCESSORIES | | 0 | GEOGRAPHICAL AREA EXT. (IMT-1) | | 0 |
| ELECTRICAL ACCESSORIES (IMT-24) | | 0 | BI FUEL KIT | | 0 |
| BI FUEL KIT (IMT-25) | | 0 | SUB TOTAL (THIRD PARTY LIABILITY) | | 11852 |
| BODY | | 0 | | | |
| SUB TOTAL (BASIC PREMIUM) | | 11924 | PERSONAL ACCIDENT (PA) COVER | | |
| GEOGRAPHICAL AREA EXT (IMT-1) | | 0 | COMPULSORY PA COVER FOR OWNER DRIVER (IMT-15) Rs. 15 LAC | | 0 |
| IMT 23 | | 0 | PA COVER FOR PAID DRIVER (IMT-17) Rs. 2 LAC | | 120 |
| SUB TOTAL | | 11924 | PA COVER (0 FOR 0 UNNAMED PERSONS) (IMT-16) | | 0 |
| DISCOUNTS | | | SUB TOTAL (PA COVER) | | 120 |
| VOLUNTARY DEDUCTIBLE (IMT-22A) | | 0 | LEGAL LIABILITY | | |
| ANTI THEFT DEVICE (IMT-10) | | 0 | PAID DRIVER (IMT-28) | | 50 |
| AA MEMBERSHIP (IMT-8) | | 0 | EMPLOYEE (FOR 0 PERSON) (IMT-29) | | 0 |
| HANDICAPPED DISCOUNT (IMT-12) | | 0 | NON-FARE PAYING PASSENGER (IMT-37) | | 0 |
| NCB (0%) | | 0 | UNNAMED PASSENGER (0) ON AMBULANCE/HEARSE'S (IMT- 46) | | 0 |
| SUB TOTAL (DISCOUNTS) | | 0 | SUB TOTAL (LEGAL LIABILITY) | | 50 |
| | | | NET LIABILITY PREMIUM (B) | | 12022 |
| ADD-ONS | | 8824 | TOTAL PREMIUM (A+B) | | 32770 |
| LOANER CAR PREMIUM (IMT-58) | | 0 | CGST (9%) | | 2949 |
| THEFT AND CONVERSION RISK (IMT-43) | | 0 | SGST (9%) | | 2949 |
| INDEMNITY TO HIRER (IMT-44) | | 0 | | | 0 |
| PAY AS YOU DRIVE / USE DISCOUNT | | 0 | | | 0 |
| NET OWN DAMAGE PREMIUM (A) | | 20748 | GROSS PREMIUM PAID | | 38668 |

| | | |
|--|-------------------------|-----------------------|
| ADD-ON COVERS OPTED IN THE POLICY | | |
| CONSUMABLES | NIL DEPRECIATION | ENGINE PROTECT |
| RETURN TO INVOICE | TYRE AND ALLOY | |
| KEY PROTECT | | |

The CPA cover is not opted : The insured vehicle is not owned by an individual.
 Note:- 1. Issue of Policy is subject to realisation of cheque if premium is paid by cheque. 2. Consolidated stamp duty paid to state exchequer. Challan No.-CSD6920232872 Challan Date -14-JUN-2023 3. The Policy is subject to a compulsory deductible of Rs. 500 (IMT-22) and Voluntary Deductible of Rs. 0.
PREMIUM PAYMENT DETAILS :

INVOICE NUMBER : TIL/11018743 **SAC CODE :** 997134 **DESCRIPTION OF SERVICE :** GENERAL INSURANCE SERVICE
 Warranties: Warranted that the insured named herein/owner of the vehicle holds a valid pollution under control (PUC) certificate and/or valid fitness certificate, as applicable, on the date of commencement of the policy and undertakes to renew and maintain a valid and effective PUC and/or fitness certificate, as applicable, during the subsistence of the policy. Further, the company reserves the right to take appropriate action in case of any discrepancy in the PUC or fitness certificate.
 Limitations As To Use: Use only for social, domestic and pleasure purposes and for the insureds business. The policy does not cover the use for: (1) hire or reward (2) carriage of goods (other than samples or personal luggage) (3) organised racing (4) pace making (5) speed testing (6) reliability trials (7) any purpose in connection with motor trade.
 Driver's Clause: Any person including the insured: provided that the person driving holds an effective driving license at the time of the accident and is not disqualified from holding or obtaining such a license. Provided also that the person holding an effective learners license may also drive the vehicle and that such a person satisfies the requirements of rule 3 of the central motor vehicles rules, 1989.
 Limits of Liability Clause: Under section II-1 (i) of the policy- death of or bodily injury. Such amount as is necessary to meet the requirements of the motor vehicle act 1988 under section II-1 (ii) of the policy damage to third party property is rs.7.5 lakhs.
 Important Notice: The insured is not indemnified if the vehicle is used or driven otherwise than in accordance with this schedule. Any payment made by the company by reasons of wider terms appearing in the certificate in order to comply with the motor vehicle act, 1988 is recoverable from the insured. See the clause headed "AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY". For legal interpretation, English version will hold good.
 Grievance Clause: For resolution of any query or grievance, insured may contact the respective branch office of the company or may call at (1800-2666) or may write an email at (customersupport@icicilombard.com). In case the insured is not satisfied with the response of the office, insured may contact the grievance officer of the company at (grievanceofficer@icicilombard.com). In the event of unsatisfactory response from the grievance office, he/she may, subject to vested jurisdiction, approach the insurance ombudsman for the redressal of grievance. Details of insurance ombudsman offices are available at IRDAI website: www.irdai.gov.in, or on the website of general insurance council: www.gicouncil.in or on the company website (www.icicilombard.com).
 I/We hereby certify that the policy to which this certificate relates as well as this certificate of insurance are issued in accordance with the provisions of Chapter X and Chapter XI of M.V. Act, 1988.
 We hereby declare that though our aggregate turnover in any preceding financial year from 2017-18 onwards is more than the aggregate turnover notified under sub-rule (4) of rule 48, we are not required to prepare an invoice in terms of the provisions of the said sub-rule.

| | | |
|--|---|---|
| BROKER NAME : Toyota Tsusho Insurance Broker India Pvt Ltd | SCAN QR CODE TO VIEW THE POLICY | For & On Behalf of ICICI Lombard General Insurance Company Limited |
| Broker Code /IRDAI Composite Licence No. : 381 (Valid up to 01/09/2026). CIN: U66010KA2008PTC045231 Email ID : bos@ttilb.co.in Contact No. : 680-40449900 MISP Code : TTIBI/MH/SC1202A MISP Name : SEQUEL CARS PRIVATE LIMITED Designated Person Name : AKSHAY KISHOR ROHANKAR |  |  Authorised Signatory |

FOR RENEWAL / CLAIMS ASSISTANCE PLEASE CONTACT INS.CO. & BROKER C/O SEQUEL TOYOTA PLOT NO 44/4 WANJARA LAYOUT KAMPTEE ROAD PILLI NADI, NAGPUR, MAHARASHTRA. PIN CODE: 440026