

AD011W5R1100U24

Reference No. _____

STAR Ease Comprehensive Service Package Agreement

Agreement made on this 31st day of Jan (Month)
between M/s. Adityan Auto Diagnostics Pvt Ltd. (Name & full address of Dealer)-(herein after called the "Dealer"), and
Modi Properties & Investments Pvt. Ltd.
5-4-167/3 & 4, Soham Mansion, (Name & full address of Customer)-(herein after called the "Customer")
2nd Floor, M.G. Road,
SECUNDERABAD-500 003.
for a Mercedes-Benz vehicle detailed below (herein after called the "Vehicle").

Model	VIN	Engine No.	Date of first Regn.	Regn. No.
	<u>WDD2120036</u>	<u>65192432478387</u>	<u>04-02-2015</u>	<u>TS10EC4535</u>

The service package has been named as "STAR Ease Comprehensive"

Agreement start date : 31-1-2015

Agreement period : 36 months

Agreement End Date : 29-1-2018 OR

Agreement valid upto maximum 60,000 kms. running of the vehicle, whichever occurs earlier.

Total Agreement Amount : Rs. 1,76,480/-

Payment date : 31-1-2015

Location (city) of the Dealer : Hyd

The Dealer and the Customer hereinafter individually called "the Party" and collectively called "the Parties".

WHEREBY IT IS AGREED between the parties as follows:-

- a. This agreement is applicable only for the vehicle detailed above.
- b. The STAR Ease Comprehensive (SEC) will be executed for the agreed period of 3 years or 60,000 kms whichever occurs earlier as mentioned hereinabove, viz. commencement date as specified and ending at the earliest of the following:
 - i. the finishing/completion date specified above; or
 - ii. the attainment of the maximum kilometre running of the vehicle specified above; or
 - iii. the termination of "Dealer's obligation to render aftersales service or termination of this Agreement under any other provision/s of this Agreement

For Modi Properties & Investments Pvt. Ltd.


Director

1. Inclusions of Agreement

STAR Ease Comprehensive includes:

1. Periodic service as per the manufacturer's recommendations.
2. Check/ Replacement of Oil filter, Air filter/s, A/c dust filter/s, Fuel filter, Transmission filter as required during periodic service interval.
3. Replacement/ Topping-up Lubricants (engine oil), brake fluid, windshield washer fluid, transmission oil and coolant as required during periodic service interval.
4. Complete vehicle inspection & checks as recommended by Mercedes-Benz.
5. Vehicle washing and vacuum cleaning during the periodic service.
6. Tyre rotation.
7. Wheel alignment & Wheel balancing, as & when required.
8. Inspection & replacement of wear & tear related parts such as brake pads, brake discs, brake wear sensors and wiper blades.

2. Exclusions of Agreement

STAR Ease Comprehensive does not include:

1. The rectification of damage caused by:
 - a. Accidents or external influences.
 - b. The use in Vehicle of parts other than original Mercedes-Benz spare parts sold by MB India authorised workshop.
 - c. The use in the Vehicle of oils or other service products which have not been approved/supplied by Mercedes-Benz India Ltd. And its Dealers.
 - d. Neglect, misuse, abuse or improper handling of a Vehicle and unauthorised modifications made to a Vehicle by the Customer or any third party.
 - e. The use of a Vehicle for any application other than normal road use such as for the carriage of goods, or any specialist application, etc.
2. The repair or maintenance of any part not mentioned in the list of inclusions above.
3. Replacement of Tyres. Wheel alignment & Wheel balancing job required during replacement of tyres.
4. Any damage to the fuel system parts due to water, adulteration or foreign objects in the fuel.
5. The maintenance and/or repairs of any paint work.
6. The carrying out of any modifications required by law.
7. Any measures required by the Owner's Manual for a Vehicle to be carried out in preparing a Vehicle for storage for an extended period of time and the elimination of damage arising during any such period of storage (hose cuts, cracks, deformation of components, etc.).
8. The rectification of any damage or other work arising as a consequence of the Customer refusing, or failing to make a Vehicle available in the workshop of MB India authorised Dealer.
9. Repairs carried out under any warranty given at the time of sale of a Vehicle.
10. Any damages Caused by 'force majeure' such as earthquake, vandalism, etc.

3. Term

This Agreement shall be in force for 3 years or 60,000 kms whichever occurs earlier, as specified hereinabove.

4. Dealer's Obligations

1. "Dealer" agrees that, unless otherwise directed in writing by the Customer, it shall regularly, at the intervals where appropriate, arrange for the Works to be executed and performed by the Dealer or by a nominated Workshop during the relevant agreed period.
2. That the Dealer or Nominated Workshop may at its absolute discretion fit to a Vehicle any genuine Mercedes-Benz part or parts that it deems necessary for the efficient, safe and reliable operation of such Vehicle.
3. In case of Dealer's insolvency, closure or termination of authorisation by Mercedes-Benz, the Dealer shall refund the proportionate/on pro-rata basis amount to the Customer, considering the age & mileage of the vehicle and terminate this agreement forthwith.

5. Customer's obligations

The Customer agrees:

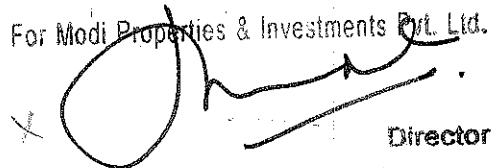
- 1) To make the Vehicle available at the Nominated Workshop by prior appointment during workshop's normal working hours.

At or within a reasonable period before the relevant service interval for performance of Maintenance;

And

As and when reasonably requested by the Nominated Workshop for the performance of any preventive treatment or checks specified by the "Dealer".

- 2) That all instructions for use of a Vehicle contained in the Owner's Manual for such Vehicle shall be followed & carried out accurately and fully.
- 3) That if any defect or failure occurs in a Vehicle all reasonable measures shall be taken to minimise the occurrence of any consequential damage/s.
- 4) To immediately inform the Dealer should the odometer or other instrument used for measuring the distance travelled by a Vehicle fail to operate or suffer any impairment in operation or damage to its seals and thereafter without delay deliver such Vehicle to the Dealer.
- 5) To report any storage and/or recommissioning of a Vehicle to "Dealer" immediately and to permit only an Authorised Workshop to carry out the necessary measures for storage and/or recommissioning of a Vehicle.
- 6) That if an insurance company claims a deduction for any reason when reimbursing accident damage repairs within the scope of a fully comprehensive or a third-party insurance policy, the Customer is not entitled to any claims against "Dealer".
- 7) In case of Dealer's insolvency, closure or termination of authorisation by Mercedes-Benz, the Customer agrees to accept the refund of the proportionate/on pro-rata basis amount from the Dealer, considering the age & mileage of the vehicle and terminate this agreement forthwith.



6. Payment

- 1) The Customer shall pay to the "Dealer" for the STAR Ease Comprehensive as covered under this Agreement as follows:
 - a) The Customer shall pay to the Dealer the STAR Ease Comprehensive amount in advance together with Taxes as applicable at the appropriate rate.
 - b) No adjustments whatsoever or refund of service package amount shall be accepted on the ground that vehicle covered less mileage at the end of the period of agreement.
- 2) The cost of any Works necessitated as a consequence of improper repairs or maintenance performed by a workshop which is not an Authorised Workshop or as a consequence of unauthorised modifications which render the Vehicle different from its original specifications shall be paid for by the Customer as per the dealer's or Nominated Workshop's usual prevailing rates for such Works.
- 3) The Rates are calculated on the basis of the prevailing Government Duties & Taxes as applicable on the Spare Parts & Labour charges. In case of any major upward changes in the Statutory Duties and Taxes affecting the Spare Parts & Labour charges, the Dealer reserves the right to increase the service package charges accordingly.

7. Accident repairs

The Customer agrees that it shall have all damages caused to the Vehicle by collision, or other accident, repaired at an authorised MB workshop only. Failure to abide by this clause will render this agreement null & void and the Agreement will come to an end forthwith.

8. Defects and applications outside the agreement

- a) When, in the opinion of the Dealer any part or component of the Vehicle is defective beyond repair and is impairing, or likely to impair, the efficient, safe and reliable operation of any Vehicle or likely to cause consequential damage to any Vehicle and the rectification of such defect is outside the scope of the STAR Ease Comprehensive as covered by this Agreement, the Dealer may notify the Customer in writing of such opinion and recommend the replacement of the part or component. If the Customer refuses or fails to have such replacement carried out within fifteen (15) days of receiving such notice or immediately, if necessary), then "Dealer" shall thereafter and until the replacement is made, be absolved from all obligations hereunder in relation to such Vehicle.
- b) Whenever it comes to the attention of "Dealer" that any Vehicle is being used for any special application other than that specified, being an application which in the opinion of "Dealer" is likely to increase the responsibility hereunder of the Dealer, the "Dealer" may notify the Customer in writing that it must forthwith cease such application. If, on receiving such a notice, the Customer refuses or fails to cease such application, the "Dealer" may at its option notify the Customer in writing that the Vehicle is withdrawn from this Agreement and thereafter "Dealer" shall be absolved from all obligations hereunder in relation to that Vehicle. In such an event, the Dealer shall not be liable to refund the amount, if any, to the Customer.

9. Vehicles withdrawn from this agreement - no assignment

- 1) In the eventuality of the withdrawal of the vehicle by Customer from this agreement before the agreed period, the Customer will be required to pay to the "Dealer" as under:
 - a. In case of voluntary withdrawal by the Customer, 5% of the total contracted amount of STAR Ease Comprehensive shall be deducted by the 'Dealer' on this account, over and above the deductions for usage of Services, if any, by the Customer under the scope of this Agreement.
- 2) No fore-closure charges are payable by the Customer in case of termination of the STAR Ease Comprehensive in case of an accident of the vehicle in the agreement leading to the 'Total loss' declaration by Insurance agency. The STAR Ease Comprehensive amount shall be refunded to Customer on proportionate/ pro-rata basis of the period & mileage not covered by the vehicle from the date of agreement but without prejudice to the right of "Dealer" to recover the sums due at the effective date of withdrawal.
- 3) Upon the withdrawal of any Vehicle from this Agreement the obligation of "Dealer" to perform the Works shall cease forthwith.

10. STAR Ease Comprehensive Transferability

- a) The benefits of STAR Ease Comprehensive can be availed at any authorised MB workshop across India.
- b) The STAR Ease Comprehensive can be transferred from one Customer to another. In case, the vehicle is transferred/ sold by one Customer to another Customer, then the terms & conditions of this Agreement would be applicable for the new user as well, subject to availability of this agreement (duly filled & signed) with the new Customer and the updation of the new Customer's data in the respective 'Dealers' system.

11. Termination of agreement without notice

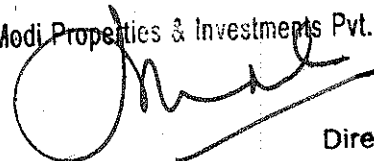
"Dealer" shall have the right to terminate this Agreement forthwith and to claim damages from the Customer for any loss or damage incurred by "Dealer" if:

- a) the Customer is in substantial breach of his obligations as stated hereinabove at clause 5 and also elsewhere in this Agreement;
- b) the Customer becomes bankrupt or has filed a petition for winding up and called a meeting of its creditors or makes any arrangements with creditors or has appointed Receiver.;
- c) the Customer is declared to be a bank defaulter by any of his bankers;

12. Difference of opinion

Arbitration

- a) The Parties have entered into this Agreement in good faith and in the spirit of mutual co-operation and shall attempt to resolve any Dispute arising out of or in relation to or in connection with this Agreement or the interpretation or breach thereof amicably, and in a conciliatory manner. However, in the event any such Dispute cannot be resolved amicably, the Parties shall finally submit themselves to a settlement by binding arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. The proceedings of such arbitration shall be conducted in the English language and will take place in the location of the Dealer as indicated in the vehicle



schedule. The arbitrators shall decide the Dispute in accordance with the laws of India and make their award by speaking order giving reasons for their decision and the factual and legal basis for the same. The Parties agree to be bound by the decisions rendered by the arbitrators. The parties should bear the expenses on this count equally. Any court having jurisdiction thereof may enter judgement upon the award. If court proceedings to stay litigation or compel arbitration are necessary, the Party that unsuccessfully contests such proceedings shall pay all associated costs, expenses and attorney's fees, which are reasonably incurred by the opposite Party, involved in such litigation or arbitration.

For the purposes of this Agreement, Dispute shall mean a disagreement or controversy which relates to an alleged breach of or the validity, interpretation or termination of this Agreement.

- b) If an umpire acting hereunder determines that the defect in question is included in STAR Ease Comprehensive then "Dealer" shall pay the cost of such determination; or excluded from the service package then the Customer shall pay the cost of such determination.

13. Liability

- 1) Neither party hereto shall be liable to the other for a failure to fulfil its obligations hereunder if such failure is caused solely by a matter or occurrence which is beyond its control nor for indirect or consequential losses however caused.
- 2) This is an exclusive agreement between the "Dealer" and the "Customer" and therefore absolves the Vehicle manufacturer, Daimler AG and Mercedes-Benz India Private Limited from any direct or indirect liabilities arising out of this agreement.

14. Force Majeure

In case Force Majeure arises, the time period for the fulfillment of any obligation, which is affected by Force Majeure, will then be extended by a reasonable period of time and no Party shall claim compensation for delay or non-execution of obligations due to such Force Majeure. However, the Party affected by Force Majeure shall use its best efforts to minimise the consequences to remove the cause of non-performance, to co-operate with the other party in finding alternative ways and means of fulfilling its obligations and shall make up, continue and complete full performance hereunder without delay whenever such causes are removed.

In case Force Majeure affects the fulfilment of substantial provisions of this Agreement, then the Parties shall endeavour to adapt the Agreement to the new situation.

Force Majeure shall mean all events beyond the reasonable control of the Party affected, unforeseen or unavoidable, which prevent or delay the total or partial carrying out of its obligations (e. g. earthquake, fire, flood, accidents, war, riots, acts of court, insurrection, civil disturbance, acts of government, governmental regulations, strike, lock out or other labour disputes).

Force Majeure shall, however, not relieve any Party from its obligation to effect any obligation not affected by such Force Majeure and any contractual payment on the date when it is due except effecting of such payment is hindered by Force Majeure.

15. Jurisdiction

This agreement shall be governed and construed in accordance with the laws of India. It is agreed between the parties that in respect of any suit touching any matter, claims or disputes arising out of or in any way relating to this agreement, Court at _____ (*Dealer's location*) alone shall have exclusive jurisdiction.

IN WITNESS WHEREOF this Agreement has been signed on behalf of the parties hereto on the day and year first hereinbefore written.

Signatures & stamp:


(Name of the authorised signatory)

For the Dealer

For Modi Properties & Investments Pvt. Ltd.


Director

(Name of the authorised signatory)

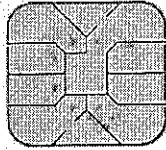
Sachin Modi

Customer

(Stamp & signature in case of Company)



**TELANGANA STATE TRANSPORT DEPARTMENT
CERTIFICATE OF REGISTRATION**



Regn. Number : **TS10EC4535**
 Regd. Owner : **MODI PROPERTIES AND SOHAM MODI**
 Address : **5-4-187/3 & 4 SOHAM MANSION, 2ND FLOOR, M G ROAD SECUNDERABAD-500003**
 Maker's Class : **W212 E250 CDI WITH AUTOMATIC**
 Vehicle Class : **MOTOR CAR**
 Mth. Yr. of Mfg : **1/2015**
 Fuel Used : **DIESEL**
 Type of Body : **SEDAN**

Chassis Number : **WDD2120036L0490590115**
 Engine number : **65192432478387**
 Cubic Capacity : **2143**
 Wheel Base : **2874**
 Seating Capacity : **5**
 Unladen Weight : **1800**
 Colour : **OBSIDIAN BLACK**
 Date of Registration : **04/02/2015**
 Regn. Valid Upto : **03/02/2030**
 Tax : **Rs. 657750 (Life Tax)**
 Hypothecated To : **KOTAK MAHINDRA PRIME L**

R00842383/14

Signature of the Owner

Registering Authority
RTA-HYDERABAD-NZ

TRUE COPY