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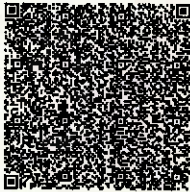
INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹100

e-Stamp

Certificate No. : IN-DL68984158231083V  
 Certificate Issued Date : 27-Feb-2023 01:08 PM  
 Account Reference : IMPACC (IV)/ dl755003/ DELHI/ DL-DLH  
 Unique Doc. Reference : SUBIN-DL75500310265087015560V  
 Purchased by : LG ELECTRONICS INDIA PVT LTD  
 Description of Document : Article 5 General Agreement  
 Property Description : Not Applicable  
 Consideration Price (Rs.) : 0  
 (Zero)  
 First Party : LG ELECTRONICS INDIA PVT LTD  
 Second Party : MS UMESH  
 Stamp Duty Paid By : LG ELECTRONICS INDIA PVT LTD  
 Stamp Duty Amount(Rs.) : 100  
 (One Hundred only)



Please write or type below this line

IN-DL68984158231083V

VEHICLE LEASE AGREEMENT FOR SERVICE CENTER

This Vehicle Lease Agreement for Service Center ("Agreement") is made and executed at Delhi on this 27<sup>th</sup> day of February, 2023 LG Electronics India Pvt. Ltd.

Authorised Signatory

M/S UMESH  
Proprietor

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

BY AND BETWEEN

**LG Electronics India Pvt. Ltd.**, a company duly incorporated under the provisions of the Companies Act, 1956, having its registered office situated at A-24/6, Mohan Cooperative Industrial Estate, Mathura Road, New Delhi-110044 and branch office at A-32, 2<sup>nd</sup> floor Mohan Cooperative Industrial Estate, Mathura Road, New Delhi-110044 (hereinafter referred to as “**LGEIL**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its legal representatives, duly authorised agents and permitted assigns) acting through its authorised signatory/ representative, [Mr. Pallav Mahajan] of the **FIRST PART**;

AND

[**M/S Umesh**], a sole proprietorship concern, having its principal place of business at [In front of Plot no. 233, Patparganj industrial area Delhi 110092](hereinafter referred to as the “**Service Provider**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its proprietor, his/ her legal heirs, executors, legal representatives, administrators, duly authorized agents, successors in interest and permitted assigns) acting through its proprietor, [**Umesh**] of the **OTHERPART**;

LGEIL and Service Provider are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

**RECITALS:**

- A. WHEREAS, LGEIL is engaged in the business of manufacture, marketing and distribution of consumer durable electronic goods, whereas, the Service Provider is engaged in the business of providing Vehicles it owns on lease basis to third party.
- B. AND WHEREAS, the Service Provider is the registered owner of the Vehicles & is desirous of leasing the Vehicle to LGEIL on such terms as are set out in this Agreement;
- C. AND WHEREAS, the Service Provider has represented to LGEIL that the Vehicles owned by it are of good quality, well maintained and have validly existing licenses are complying all applicable laws including Registration Certificate, Vehicle Insurance & Pollution Certificate etc. & Driver will have valid commercial license & will comply with all safety regulations including not be drunk while driving, to follow speed restriction , not to violate traffic rules ;
- D. AND WHEREAS, based on the above representation of the Service Provider, LGEIL for its part is desirous of leasing the Vehicles from the Service Provider on the terms and conditions as mentioned in this Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

For LG Electronics India Pvt. Ltd.  
  
Authorised Signatory

**M/S UMESH**  
  
Proprietor

## 1. DEFINITIONS


### 1.1 In this Vehicle Lease Agreement:

- 1.1.1 **"Agreement"** means this Vehicle Lease Agreement, including the schedules attached hereto, being an integral part hereof;
- 1.1.2 **"Applicable Law"** means all applicable laws in force and effect as of the date hereof, which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Agreement;
- 1.1.3 **"Approved Drivers"** means those persons having a valid commercial license, no previous criminal record & good moral conduct, appointed & provided as Drivers for the Vehicles by the Service Provider basis approval from LGEIL;
- 1.1.4 **"Business Day"** means (i) for determining when a notice, consent or other communication is given, a day that is not Saturday, Sunday or public holiday in the place to which the notice, consent, or other communication is sent; and (ii) for any other purpose, a day (other than a Saturday, Sunday or public holiday or locally gazetted holiday) on which banks are open for general banking business in the Territory;
- 1.1.5 **"Customer"** means the person from whom the Products are to be initially picked up and after Service to be returned;
- 1.1.6 **"Force Majeure Event"** means any occurrence or omission as a direct or indirect result of which the Party relying on it is prevented from or delayed in performing any of its obligations under this Agreement, and that is beyond the reasonable control of that party, including, but not limited to, any fire, war, floods, earthquake, acts of God, forces of nature, industrial action and action or inaction by a Government Agency excluding labor disputes;
- 1.1.7 **"Helpers"** means those persons, if required by LGEIL for specific areas, provided by the Service Provider who shall act as a helper to the Approved Drivers and shall be responsible for the for loading & unloading of the Products form the Vehicle and to assist the Approved Drivers;
- 1.1.8 **"Monthly Rental"** means the monthly rents as set out in Clause 6 and **Schedule A**;
- 1.1.9 **"Products"** mean any products, components, spare parts, accessories, materials of the consumer durable goods sold by LGEIL to its Customers;
- 1.1.10 **"Services"** mean the services to be provided by the Service Provider to LGEIL as mentioned in Clause 2;
- 1.1.11 **"Service Provider"** means any legal entity providing services of providing commercial vehicles on lease.
- 1.1.12 **"Vehicle(s)"** mean the Vehicle(s) set out in **Schedule A**;

1.2 Unless it is evident from the context and having regards to the generality of this Vehicle Lease Agreement that a clause intends to mean otherwise: words denoted in the singular only shall include the plural and vice versa; words denoted in any gender shall include all genders; and, terms denoting people or persons shall include both natural and legal persons (such as corporations) and vice versa. The terms of this Vehicle Lease Agreement shall be deemed to be binding on both Parties based on their respective conduct notwithstanding any error or defect in the execution of this Vehicle Lease Agreement.

## 2. PURPOSE

2.1 It is agreed that LGEIL shall obtain the Vehicles on lease for commercial purpose only.

For LG Electronics India Pvt. Ltd.  
  
Authorised Signatory

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2.1.1 The Vehicles shall be used for transportation (pick and drop) of the Products from Customer location to Service Centers. In addition to the Vehicle, the Service Provider shall also provide to LGEIL, Approved Drivers who shall be responsible for driving the Vehicles basis directions of LGEIL and Helper(s) who shall assist the Approved Drivers and shall be responsible for the for loading & unloading of the Products form the Vehicle (collectively "Services").

### 3. TERM

- 3.1 LGEIL hereby appoints the Service Provider for the provision of the Vehicles on a non-exclusive basis. The said appointment shall be with effect from [insert effective date of the agreement.]
- 3.2 Unless terminated earlier in accordance with Clause 9 below, the Term of this Agreement shall be for a period of 1 (one) year commencing from 1<sup>st</sup> January 2023\_ and concluding on 31st December 2023.
- 3.3 The renewal of this Agreement will be at LGEIL's sole and absolute discretion and the same shall be drawn up in writing on fresh terms and conditions.
- 3.4 It is hereby clarified that LGEIL does not give any implied or express assurances of any kind whatsoever for any long term association with the Service Provider and nothing contained herein shall be construed in such manner.

### 4. OBLIGATIONS OF THE SERVICE PROVIDER

- 4.1 It is agreed that the Service Provider shall make the Services available to LGEIL for the duration of this Agreement.
- 4.2 Service Provider shall comply with all applicable laws including procuring a valid Registration Certificate, maintaining Vehicle Insurance & obtaining Pollution Certificate etc. from time-to-time.
- 4.3 The Service Provider shall provide good, well maintained & functional Vehicles (preferably not older than 10 years) enabled with GPS tracking device, as per the specifications of LGEIL, details of which may be checked & verified by LGEIL as per discretion.
- 4.4 The Service Provider shall provide Vehicle to LGEIL in a timely manner and within 30(Thirty) days of receiving written intimation for the same, failing which LGEIL shall have the right to appoint any other Service Provider and deduct the amount from the Monthly Rentals of the Service Provider. If for any reason whatsoever the LGEIL is not satisfied with the standard of the vehicle provided or felt deficiency in service during the term of this Agreement, the Service Provider will be informed immediately and Service Provider without raising any dispute on such assessment regarding the standard /condition of the vehicle or service shall immediately replace it with another commercial vehicle on receipt of such complaint. If for any reason the Service Provider is not in a position to provide a substitute vehicle as demanded by the LGEIL then the LGEIL will be free to engage a vehicle from the open market and debit the expenditure on account of it on the claims payable to the Service Provider.
- 4.5 The Service Provider shall mandatorily maintain a Log Book through the Approved Drivers on daily basis (which should be signed by authorized LGEIL personnel) and copy of same should be provided to LGEIL along with monthly Invoice.
- 4.6 Without limiting any other Service Provider's obligations under this Agreement, the Service Provider, at its own cost, shall procure, maintain, and keep in full force and effect adequate insurance to protect LGEIL from all claims that arise out of or result from Service Provider's performance under this Agreement ("Insurance"), including but not limited to Inland Floater Liability Insurance (or equivalent) for the loss of or damage to the Products during transportation, Automobile Insurance (or equivalent) for third-party bodily injury or property damage and Employees' State Insurance as required by applicable statutory laws with statutory limits.

For LG Electronics India Pvt. Ltd.  
  
Authorized Signatory

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Proprietor

- 4.7 The Service Provider shall be responsible for daily maintenance and upkeep of the Vehicles in addition to obtaining all licenses and permits that are required to be kept in compliance with applicable laws.
- 4.8 The Service Provider shall be responsible for all acts committed or omitted to be done by the Approved Drivers, including complying with all safety regulations like not being drunk while driving, following speed restrictions, obeying all traffic rules etc.
- 4.9 The Service Provider shall also provide alternate arrangement for Services, including Vehicles and/or Approved Drivers and Approved Helpers, in case of accident or seizure by authority or Police or any other reason whatsoever. In case of any seizure, Service Provider shall be responsible for getting the Products released and providing same to LGEIL for sale. The Monthly Rent shall be retained by LGEIL unless the said matter is not resolved.

## 5. OBLIGATIONS OF LGEIL

- 5.1 It is agreed that LGEIL shall make use of the Vehicles during the term of this Agreement and will promptly return the Vehicles on termination whereof.
- 5.2 It is further agreed that LGEIL will pay the Monthly Rental timely upon receipt of Invoice from Service Provider as per the agreed payment terms.
- 5.3 LGEIL shall use the vehicles for the purpose as set out in this Agreement, unless otherwise specifically agreed to in writing.

## 6. RENTALS

- 6.1 In consideration of the Service Provider leasing the Vehicles to LGEIL, LGEIL shall pay to the Service Provider, a lumpsum monthly rental of **Rs. 55,000/- (Rupees fifty five thousand only)**, ("Monthly Rental"). Service Provider will not be entitled for Monthly Rental for period when no Service has been provided due to any reason whatsoever. Such Monthly Rental shall be exclusive of applicable Goods and Services Tax ("Tax") that the Service Provider is legally obligated to charge under the applicable legislation, and LGEIL will pay such Tax provided it is stated separately on the original Invoice that the Service Provider provides to LGEIL and meet the requirements for a valid tax invoice under applicable laws and regulations. The Service Provider will be responsible for all other taxes (including interest and penalties) or fees arising from transactions and the documentation of transactions under this Agreement.
- 6.2 The Monthly Rental shall be the fixed amount payable by the LGEIL to the Service Provider against a fixed kilometer, as determined between the Parties. However, in case of any additional kilometers, LGEIL shall pay additional rates to the Service Provider as determined in the **Schedule A**. Additionally, Toll & Parking Charges, if any, shall be reimbursed on actuals subject to submission of payment slips. Any other charges, if applicable shall be as mentioned in the **Schedule A**.
- 6.3 The Monthly Rental will be payable by LGEIL within 30 days' to the Service Provider during the Term subject to the submission of original Invoice & other supporting documents by the Service Provider by the 1st day of each month. Only undisputed amount of the Invoice shall be paid to the Service Provider & LGEIL shall have the right to retain the disputed Invoice amount until the same is mutually discussed & resolved between the Parties.
- 6.4 The Parties agree that the Monthly Rental shall be paid by LGEIL to the Service Provider, through wire transfer into the bank account of the Service Provider, described in **Schedule B** to this Agreement.
- 6.5 The Service Provider shall ensure to issue Tax Invoice according to Central Goods & Service Tax Rule' 2017. The Service Provider should properly classify the HSN /SAC Codes on Tax Invoice and accordingly GST should be applied on goods or services or both according to GST Schedule of Taxes. In case, the Service Provider failed to charge the correct GST at the time of issuing Invoice, LGEIL will not be responsible to reimburse in India Pvt. Ltd.

For LG Electronics India Pvt. Ltd.

Authorised Signatory

M/S UMESH  
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Proprietor

Provider if liable/accountable to pay to the Government. Once supplies are made by the Service Provider to LGEIL, the Service Provider should ensure to upload all the supplies into GSTIN system for availing input GST by LGEIL on or before due date prescribed under GST Rules. In absence of that LGEIL will withhold corresponding Input Tax Credit from the Service Provider's Account. The Service Provider shall ensure that the applicable GST payable on the supply of goods/services are fully paid on due date in the government account under the correct GSTIN number of LGEIL. In the event of any wrong/non/incorrect payment or late payment of GST by the Service Provider, LGEIL shall reserve the rights to recover the same from the Service Provider with all such additional cost & expenses incurred in this regard.

## 7. REPRESENTATION & WARRANTIES

The Service Provider represents, warrants and covenants as follows:

- 7.1 it is duly incorporated, validly existing, and in good standing under the applicable Laws (as defined hereinafter);
- 7.2 it is in compliance with and shall comply, at its own cost, with all applicable laws, including in relation to taxes, interest, penalties, or fees arising out of or applicable to the transactions contemplated under this Agreement or applicable to this Agreement ("Laws");
- 7.3 it holds and fully complies with all required licenses, permits and approvals as may be required under the Laws;
- 7.4 services provided hereunder shall not result in breach of any Laws or third party rights (including with respect to intellectual property);
- 7.5 it is into the business of providing services to third parties, that are similar to the Services provided hereunder;
- 7.6 it has all rights necessary for execution and delivery of this Agreement and performance of its obligations under this Agreement;
- 7.7 it will notify LGEIL immediately regarding any matter in which it has a personal interest and which may potentially create a conflict of interest between the Service Provider and its Services for LGEIL;
- 7.8 it is not prevented or barred, in any way, from entering into this Agreement and providing the Services hereunder, and its performance of this Agreement shall not conflict or cause the breach of any agreement, undertaking or Law to which it is subject or bound, or any confidentiality agreement, and does not require the consent of any third party;
- 7.9 it will perform the Services in a competent and workmanlike manner in accordance with the level of professional care customarily observed by highly skilled professionals rendering similar services;
- 7.10 in respect of its employees including the Approved Drivers and Approved Helpers,, representatives, agents, service providers and subcontractors (collectively "Personnel"): (i) it has exclusive control over such Personnel, including the right to hire, transfer, suspend, lay off, recall, promote, discipline and discharge; (ii) it shall be solely responsible for any and all compensation to its Personnel, including payment of statutory contributions; (iii) Such Personnel are equipped with the necessary skills and qualifications to perform their obligations in a timely manner, and their credentials are suitable to perform the Services under this Agreement; (iv) it shall cause them (i.e. the Personnel) to ensure that they abide by such of LGEIL's rules, policies, and procedures regarding matters such as safety, security, health, environmental, misconduct, harassment and theft; (v) it shall ensure that at LGEIL's request, it removes and promptly replaces any Personnel performing Services who behaves in a manner that is unlawful or inconsistent with any of LGEIL's rules, policies, and procedures; and (vi) it acknowledges that such Personnel are the Service

For LG Electronics India Pvt. Ltd.

  
Authorised Signatory

M/S UMESH

  
Proprietor

Provider's own employees and shall not be construed as employees of LGEIL at any time during the Agreement;

7.11 it will furnish all documents as may be requested by LGEIL to evidence compliance with any of the foregoing representations and warranties.

## 8. DEFENSE & INDEMNITY

8.1 The Service Provider shall defend, indemnify, release and hold harmless LGEIL, its affiliates, and their respective directors, officers, employees, agents, successors and assigns from and against any liability, loss, taxes, interest, penalties, damage, cost or expense (including reasonable attorneys' fees), allegations or claims ("Claims") that arise, directly or indirectly, from: (a) death of or injury to any person, damage to any property or any other damage or loss caused by the Service Provider or its Personnel; (b) breach of the terms of this Agreement, including the obligation, representations, warranties and covenants provided herein; (c) negligence, strict liability or intentional misconduct by LGEIL or its Personnel; (d) deficiency in Services; (e) act or omission by the Service Provider and/or its Personnel, including without limitation any breach or default under this Agreement.

8.2 The Service Provider's duty to defend is independent of its duty to indemnify. Service Provider's obligations under this Section are independent of all of its other obligations under this Agreement.

8.3 The Service Provider shall be solely responsible towards any claims, dues, liabilities, loss, damages, expenses or any liability arising out of and/or in relation to this agreement due to any reason, whatsoever. In any event, if LGEIL is required to pay to any authority and/or to any third party with respect to and/or in connection with this Agreement, due to any reason, whatsoever, the Service Provider shall be liable to refund/reimburse the same without any delay. LGEIL will have the right to deduct/recover the payment in such cases, if payment is not made by the Service Provider. LGEIL shall inform the Service Provider within 15 days of making such payment on behalf of the Service Provider and raise reimbursement claim to the Service Provider. The Service Provider shall make aforesaid payment to LGEIL within 15 days of receiving such claim along with payment proof. In case of delay in making the payment, the Service Provider shall be liable to make the payment to LGEIL with penal interest of 18% p.a. on the outstanding amount.

## 9. TERMINATION

9.1 LGEIL may at any time during the Term, terminate this Agreement without cause and/or without the occurrence of a default & without incurring any penalty or compensation for such termination, by giving 7 (seven) days prior written notice to the Service Provider. The Service Provider may terminate this Agreement immediately upon written notice if LGEIL fails to cure a nonpayment of amounts due within 30 (thirty) days after written notice of such nonpayment to LGEIL.

9.2 LGEIL may terminate this Agreement immediately upon prior written notice to the Service Provider, without incurring any penalty or compensation for early termination, in the event that:

9.2.1 if the Service Provider fails to perform or breaches or is in default of any obligation hereunder, which breach/ default is incapable of being cured or which, if being capable of being cured, has not been cured within fifteen (15) calendar days of receipt of written notice from LGEIL, or within such additional cure period as LGEIL may authorize in writing; or

9.2.2 if there is a material change in the ownership or control of the Service Provider; or

9.2.3 if subject to Applicable Law, Service Provider becomes insolvent, is adjudicated bankrupt, voluntarily files or suffers the filing of a petition in bankruptcy, makes an assignment for the benefit of creditors, seeks any other similar relief under any bankruptcy laws or related statutes, or otherwise becomes financially incapable of performing in accordance with the terms and conditions of this Agreement; or

9.2.4 if Service Provider violates any Applicable Laws; or

For LG Electronics India Pvt. Ltd.

Authorised Signatory

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9.2.5 if a Force Majeure Event continues for more than ten (10) Business Days.

Service Provider agrees that any of events above will constitute a material breach of this Agreement.

9.3 Any claim by the Service Provider arising under or related to this Agreement shall be time-barred, if the Service Provider does not notify LGEIL of such claim, which shall be duly supported by relevant documents, within ninety (90) days from the date of expiration or termination of this Agreement. Further, for any termination of this Agreement, LGEIL shall not be liable for damages of any kind, whatsoever, including, but not limited to, any claim for loss of compensation or profits on account of any expenditures, start-up costs, investments, leases, capital improvements, depreciations, redundancy benefits of employees of the Service Provider or any other commitments by the Service Provider in connection with its business made in reliance upon or by virtue of this Agreement.

## 10. FORCE MAJEURE

10.1 Parties to this Agreement shall not be liable to each other for any failure or delay in fulfilling an obligation hereunder, if said failure or delay is attributable to a Force Majeure Event. The Parties agree that the deadline for fulfilling the obligation in question shall be extended for a period of time equal to that of the continuance of the Force Majeure Event.

10.2 The Party claiming Force Majeure Event shall give immediate notice of the Force Majeure Event and what action is being taken to mitigate its effects.

10.3 The Party claiming Force Majeure Event shall take whatever action is reasonably available to it to mitigate the effect of the Force Majeure Event. The other Party shall provide whatever reasonable assistance it can to assist the affected party.

## 11. CONFIDENTIALITY

The Service Provider agrees and undertakes to treat as strictly confidential and protect all information and documents received or obtained by it or its advisors, officers, directors, employees, representatives regarding LGEIL, its affiliates, its management, business or financing sources, etc. (collectively "Confidential Information") and will not at any time hereafter make public, disclose or divulge such Confidential Information to any third party, unless prior written consent of LGEIL has been sought or where such Confidential Information is required to be disclosed under the Laws, then sufficient prior written notice of the proposed disclosure is given to LGEIL. Further, the Service Provider agrees that it will use Confidential Information only to fulfill its obligations under this Agreement, and will promptly return to LGEIL or destroy it when this Agreement terminates, as may be determined by LGEIL in its sole discretion.

## 12. NOTICES

Any notices to LGEIL or the Service Provider hereunder may be served in writing, including by way of email, and sent by internationally recognized courier or by speed post, the address mentioned below. Any such notices shall be deemed effective within 5 (five) days from the date of the notice, if delivered by courier or speed post, or, in the case of e-mail, upon the sending Party receiving the read receipt.

Notice to LGEIL:

Kind Attn.: [Mr. PALLAV MAHAJAN]

Designation: [Branch Account]

Email: [pallav.mahajan@lge.com]

Notice to the Service Provider:

Kind Attn.: [Umesh]

Designation: [proprietor]

Email: [Umeshtempo2022@gmail.com]

For LG Electronics India Pvt. Ltd.

Authorised Signatory

M/S UMESH  
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Proprietor



### **13. INDEPENDENT CONTRACTORS**

LGEIL's relationship with the Service Provider is that of an independent contractor. This Agreement shall not create the relationship of principal employer-contractor, agency, employment, partnership, joint venture, franchise or any similar other relationship between the Parties and neither Party shall be entitled to act as agent of the other. Further, the Service Provider agrees to undertake all necessary steps to communicate to its Personnel, that its relationship with LGEIL is on principal-to-principal basis.

### **14. ENTIRE AGREEMENT**

This Agreement constitutes the final agreement between the Parties. It is the complete and exclusive expression of the Parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Parties on the matter contained in this Agreement are expressly merged into and superseded by this Agreement.

### **15. SURVIVAL**

The provisions of this Agreement which by their nature are intended to survive termination of the Agreement (i.e. including provisions containing representations, warranties, indemnification, confidentiality, payment obligations, choice of law and jurisdiction, and remedies) will survive termination.

### **16. WAIVER**

No failure or delay in (a) exercising any right or remedy; or (b) requiring the satisfaction of any condition under this Agreement, and no course of dealing between the Parties, operates as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose that it is given and is not to be construed as a waiver on any future occasion or against any other person. To the extent any course of dealing, act, omission, failure or delay in exercising any right or remedy under this Agreement constitutes the election of an inconsistent right or remedy, that election does not (a) constitute a waiver of any right or remedy; or (b) limit or prevent the subsequent enforcement of any contract provision. No single or partial exercise of any right or remedy under this Agreement precludes the simultaneous or subsequent exercise of any other right or remedy. The rights and remedies of the Parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

### **17. GOVERNING LAW & JURISDICTION**

This Agreement is governed by the laws of India, without reference to any applicable conflict of laws. The Parties agree to submit any disputes, disagreements, differences, including but not limited to in respect of interpretation of the terms of this Agreement, to Arbitration in terms of the Arbitration & Conciliation Act, 1996 and rules thereof. The place of Arbitration shall be New Delhi and the language shall be English.

### **18. ASSIGNMENT**

The Service Provider shall not assign or transfer or subcontract or delegate any of its responsibilities or obligations under this Agreement to any third party, whether person/entity, in any manner.

For LG Electronics India Pvt. Ltd.



Authorised Signatory

**M/S UMESH**  
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Proprietor

**19. NON EXCLUSIVITY OF REMEDIES**

Each of the rights of the Parties under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of a Party, whether under this Agreement or otherwise

**20. AMENDMENT & VARIATION**

Any amendment and variation to this Agreement shall be made in writing and signed by both Parties with the exception of variation of Schedule A which can be amended by annexing a replacement version of the Schedule which must be signed and dated by both Parties.


**21. COUNTERPARTS**

This Agreement may be executed in any number of counterparts. Any single counterpart or set of counterparts signed by the Parties shall constitute one original agreement for all purpose.

**22. CODE OF CONDUCT**

The Service Provider, including all its employees, shall deal with professionalism, honesty and integrity, as well as high moral and ethical standards. Such conduct shall be fair and transparent and be perceived to be as such by third parties (A pledge by the Service Provider pertaining to code of conduct is attached herewith as **Schedule C**).

**IN WITNESS WHEREOF** the Parties have executed this Agreement as of the date first mentioned above.

For and on behalf of LG Electronics India Pvt. Ltd. For LG Electronics India Pvt. Ltd.	For and on behalf of [insert]
 Name : [Pallav Mahajan] Title: [Branch accountant] (Authorized Signatory)	Name : [Umesh] Title : [Proprietor] (Authorized Signatory)

**M/S UMESH**  
3/12/21  
**Proprietor**

## SCHEDULE A


### PARTICULARS OF THE VEHICLES & RENTALS


Vehicle Name	Quantity	Vehicle Identification No.	Insurance Policy No.	Monthly Fixed KM	Monthly Rental	Extra km rate	Night Charges	Extra Charges	Helper
TATA ACE 7.5" Feet Body	1	DL1LW9486	D015367200	3000	55,000	10	NA	NA	1
TATA ACE 7.5" Feet Body	1	DL1LAC8512	016317399300 00	3000	55,000	10	NA	NA	1
EEO MARUTI	1	DL1LV7194	016186886100 00	3000	55,000	10	NA	NA	1

(If not applicable mention "NA")

- Toll Charges to be paid on actuals on submission of payment receipt/proof
- Parking Charges to be paid on actuals on submission of payment receipt/proof
- Traffic challans, if any shall be paid by Service Provider & not by LGEIL

For LG Electronics India Pvt. Ltd.

  
Authorised Signatory

**M/S UMESH**  
  
**Proprietor**

**SCHEDULE B**  
**BANK ACCOUNT DETAILS OF SERVICE PROVIDER**

Bank Name	STATE BANK OF INDIA
Branch Address	A-61, MADHUBAN, DELHI 110092
Account Number	34737047665
IFSC Code	SBIN0010269
SWIFT	NA
IBAN Number	NA

**M/S OMESH**  
351T  
Proprietor

## SCHEDULE C

### CODE OF CONDUCT

I, UMESH on behalf of M/s UMESH do hereby Pledge to abide by the following promise while doing business with LG Electronics India Pvt. Limited and will fulfill our Responsibilities and Obligations on the basis of Code of Conduct which is as under;

1. Will follow the Code of Conduct while undertaking duties and will not engage in any unfair transactions, misconduct or malfeasance. All business transactions will be based on principles of fair competition and will immediately notify to LGEIL Management on happening of such untoward Event.
2. Will not use/allow illegal or unfair use of LGEIL Assets in our Possession.
3. Will not give directly or indirectly any personal benefit to any LGEIL employee or their family, friends, dependents or associates under any circumstances and shall decline even if there is any request from LGEIL employee and will immediately notify to LGEIL Management on getting such request.
4. Will not invite / allow investment by any LGEIL employee (directly / indirectly) in our business.
5. Will notify LG and take consent before hiring / appointing any LGEIL employee including ex – employee.
6. Will maintain full confidentiality of all information gained in course of business with LGEIL.
7. Will fully cooperate and submit any related documents (documents necessary in investigating unfair transactions and malfeasances) requested by LGEIL when the company conducts periodic or occasional investigations into unfair transactions, misconducts or malfeasances in violation of the Code of Conduct.
8. Will not do/allow any manipulation / false reporting of figures or documents to LGEIL.
9. Will abide by all statutory laws & regulations in doing business with LGEIL
10. Will be responsible for any consequences followed by violation of this pledge, if disobeyed, may cause penalties or even may lead to termination of business forever.

Name:----- UMESH

Signature : .....

**M/S UMESH**  
382T  
Proprietor

**M/S UMESH**  
382T  
Proprietor

PAN: ABYPU9742J

## **M/S UMESH**

In Front Of Plot No. 233, Patparganj Industrial Area Delhi-110092

Phone No. : +91-9650034158, 9315858606

Date: 5th Jan 2023

### **QUOTATION**

To

LG Electronics India Private Limited,  
375, F.I.E Industrial Area Patparganj  
Delhi - 110092

Dear Sir/Ma'am

My name is Umesh and I am Umesh transport service manager of M/S UMESH further with reference of meeting at your office we are pleased to provide our required quotation

Quotation without helper

S.No.	TYPE OF VEHICLE	PERIOD	NO ENTRY PERMISSION	CHARGES	FIXED KM	CHRG PER KM ABOVE FIXED KM
1	EECO MARUTI	MONTHLY	YES	40000	3000	8
2	ATA S(7.5FEET BODY)	MONTHLY	YES	40000	3000	8
3	TATA S(7.5FEET BODY)	MONTHLY	YES	40000	3000	8

Quotation with helper

S.No.	TYPE OF VEHICLE	PERIOD	NO ENTRY PERMISSION	CHARGES WITH HELPER	FIXED KM	CHRG PER KM ABOVE FIXED KM
1	EECO MARUTI	MONTHLY	YES	58000	3000	8
2	ATA S(7.5FEET BODY)	MONTHLY	YES	58000	3000	8
3	ATA S(7.5FEET BODY)	MONTHLY	YES	58000	3000	8

FOR M/S UMESH

**M/S UMESH**  
3/1/23  
Proprietor

## ASHOK KUMAR

**From:** AMIT PANDEY <ak.pandey@lge.com>  
**Sent:** 03 February 2023 10:57  
**To:** ashok01.kumar@lgepartner.com; ak.pandey@lge.com  
**Subject:** Request Approval For Workshop Vehicle Agreement Renewal Year'23\_LGC4\_DES  
**Attachments:** MS Umesh Quotation 2023.pdf

Dear Ashok,

Please send the hard copy in branch.

Warm Regards,  
Amit Pandey

----- Original Approval -----

\* The date(Create Date, Approved Date, Check Date) is based on Korean standard time(GMT+9).

**Subject** Request Approval For Workshop Vehicle Agreement Renewal Year'23\_LGC4\_DES  
**Created Date** 2023.01.24 16:01 (Korea Time)  
**Requested by** AMIT PANDEY(LGEIL Delhi Direct Service 4/asst.manager,91-110044-9873368805-1234)

Dear Sir,

Request Approval for Agreement renewal for 2023 of LGC 4 workshop/Field Vehicle.

**Challenge:** During peak AE season, High PD load comes in LGC 4 workshop, due to restricted working hours for commercial vehicles in Delhi ( 11:00 am ~ 05:00 PM) high count of vehicles are used for AE PD. It delays product delivery even after it is repaired in workshop.

**Impact:** High workshop pending / AE PR / RTAT / D+1

**Solution:** In 2023 LGC 4 will operate with 3 workshop vehicle (2-TATA ACE & 1 Maruti Eeco) with No entry permit for entire year, being used on permanent basis. This will help to reduce additional vehicle usage during peak / off seasons as PD can be done entire day and multiple trips can be planned for these vehicles. Based on load during AE peak season additional vehicles will be planned.

Same day PD will help to reduce workshop pending / AE PR / RTAT / D+1

Quote has been taken from LGC 4 Vendor attached herewith .

There is no change in vehicle rate w.r.t last year. Additional Helper cost Rs.15000/Per Vehicle. (In 2022 LGC Asst. work for PD cases with Driver but as per 2023 guidelines PD Vehicle He will be routed through Vendor only).

Vendor Name:- M/S Umesh.

Location	Fixed Veh. Count.	Vehicle	Existing				Proposed				Total Fixed Amount	Entry Remarks	
			Vehicle Type	No Entry Status Yes/No	Monthly Fixed KM	Monthly Fixed Amt.	Extra KM Rate	Vehicle Type	No Entry Status Yes/No	Monthly Fixed KM			Monthly Fixed Amt.
LGC-4	3	Without No Entry Pass	TATA ACE/EECO	YES	3000	38000	8	TATA ACE/EECO	YES	3000	38000 (Vehicle Cost)+15000 (Helper cost)	53000	
		With No Entry Pass	TATA ACE/EECO	YES	3000	40000	8	TATA ACE/EECO	YES	3000	40000 (Vehicle Cost)+15000 (Helper Cost)	55000	

Extra/Seasonal Vehicle: Rate : Rs. 1650/Day  
Extra Vehicle will be taken on need basis as per the call volume.

Warm Regards,  
Amit Pandey

Approval Type	Status	Approved Date	Approved by / Comment
Approval	Approved	2023.01.25 11:28	AJAYAN G(LGEIL Delhi C.S./d.g.m.) Comment : LGC4 vehicle annual agreement request for vendor M/s.Umesh. 3 vehicles w be with no entry permit. Helper cost of 15K additional now in LGC WS vehicle. No charges on vehicle rentals. Per KM rate to be 10/- per km above fixed 3000kms in m If any additional vehicle in season then it shall be on 1650/- per day & if for month tl it shall be as per above monthly rates. Kindly approve on transport vehicle rates for c agreement to be done.
Approval	Approved	2023.02.01 15:51	ASHOK KUMAR CHOPRA(LGEIL CS - Planning/Manager) Comment :Approval is requested with same rates/terms. 1 additional Helper for Rs.15K be provided by vendor. Vehicle runs in two traffic conditions (without No Entry Per



& With No Entry Permit). Current rate will be as under :- Vehicle Type Tata ACE-N Truck/Maruti Eco - 1. Rs.38000/- + 15000 (helper) for 3000 Kms & extra KM rate Rs.10/- - WITH OUT NO ENTRY PASS. 2. Rs.40000/- + 15000 (helper) for 3000 K & extra KM rate Rs.10/- - WITH NO ENTRY PASS. 3. Extra/Seasonal Vehicle - Pe Day cost - Rs.1650/- + Rs.500/- for additional helper. For Year 2022 - monthly average Per Unit Cost : Rs.250/-

GAURAV SONKER(LGEIL CS Planning & Strategy/Part Leader)

Comment :Ok Cost increase due to addition of helper 2 manpower will be reduce from 1

RAJESH C C.(LGEIL CS Planning & Operation/Team Leader)

Comment :Ok

Tae Jin Chang(LGEIL FSE Customer SVC/Vice President/Division Leader)

Comment :ok

Approval	Approved	2023.02.02 15:27
Approval	Approved	2023.02.03 06:54
Approval	Approved	2023.02.03 07:19

ARVIND AGGARWAL(LGEIL CS - Operations/Part Leader)

ASHOK KUMAR(LGEIL Delhi Direct Service 4/(협력사) Coordinator)

KAUSHAL KUMARMISHRA(LGEIL Delhi Direct Service 4/(외부) 상담실장)

MUKESH GULATI(LGEIL CS - Operations/a.g.m.)

MS Umesh Quotation 2023.pdf

Attached  
Files

CC