

THIS AGREEMENT made this \_\_\_ day of \_\_\_\_\_ 2008 BETWEEN IAC INTERNATIONAL AUTOMOTIVE INDIA PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at \_\_\_\_\_, by the hand of its Director, MR.\_\_\_\_\_, hereinafter referred to as “the Company” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the One Part AND (If an individual) MR.\_\_\_\_\_ of Pune Indian Adult Inhabitant having his Office address at \_\_\_\_\_, hereinafter referred to as “the Consultant” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and administrators and permitted assigns) of the Other Part OR (if it is a partnership firm) M/S\_\_\_\_\_ a partnership firm duly registered under the provisions of the Indian Partnership Act, 1932 and having its Office at \_\_\_\_\_, by the hand of one of its Partners, MR.\_\_\_\_\_, hereinafter referred to as “the Consultants” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said Firm, the survivors or survivor of them and the heirs, executors and administrators of such last survivor or permitted assigns) of the Other Part OR (if a company) \_\_\_\_\_ LIMITED, a company incorporated under the Companies Act, 1956 and having its Office at \_\_\_\_\_, by the hand of its Director, MR.\_\_\_\_\_, hereinafter referred to as “the Consultant” (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the Other Part

WHEREAS the Company is undertaking \_\_\_\_\_ (the said Project”) and is desirous of appointing a person who is experienced in providing \_\_\_\_\_ services in relation to the said Project;

AND WHEREAS the Consultant who is engaged in the business of \_\_\_\_\_ has represented to the said Company that he has over the years developed and acquired considerable knowledge, technology, data, technical expertise and skill relating to the \_\_\_\_\_ and is able to render services in that behalf to the Company;

AND WHEREAS the Company relying on the representation made by the Consultant has agreed to appoint the Consultant as its consultant to render the services, specified hereunder in relation to the said Project, subject to and upon the terms and conditions more particularly set out therein;

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows :

1. Subject to the terms and conditions herein contained, the Company hereby appoints the Consultant as its consultant and the Consultant agrees to render to the Company the services, more particularly set out in Annexure A annexed hereto in relation to the said Project within the time stipulated therein (hereinafter referred to as “the said Services”) during the term of this Agreement.
2. The Consultant agrees declares, represents and warrants :
  - a) that he/it has the requisite power and authority to execute, deliver and perform his/its obligations under this Agreement and to consummate the transaction contemplated herein,
  - c) that this Agreement duly executed and delivered by him/it shall constitute a legal, valid and binding obligation and shall be enforceable against it in accordance with its terms.
  - d) that neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein nor the compliance by the Consultant with any of the provisions hereincontained shall result in default or violation or give

rise to termination or cancellation of any agreement entered into by the Consultant with any third party or result in a violation or conflict with any law, order, injunction, decree, rule or regulation applicable to the Consultant,

- e) that he/it possesses the requisite skill, experience and personnel necessary to perform the said Services as contemplated under this Agreement.
- f) that all its personnel that shall be assigned to perform the Services shall be duly qualified and experienced and have received all the education and training necessary to perform such Services.
- g) to perform and discharge the said Services, more particularly set out in Annexure A annexed hereto, faithfully and diligently;
- h) to render the said Services within the time stipulated in that behalf in the Annexure A annexed hereto,
- i) to render all such assistance and co-operation that may be required by the Company in relation to the said Project;
- j) to give to the Company such information, advisory and supervisory services and guidance as may be necessary in relation to the said Project;
- k) not do any act or thing which would be detrimental to the interests of the Company;
- l) to carry out his/its obligations under this Agreement strictly in accordance with the directions and guidance of the Company,
- m) to comply with all applicable law, regulations or rules that may be prevailing in relation to the render of the said Services,

- n) to procure at its/his own cost all necessary licenses, authorizations, permits, if required from concerned authorities in relation to the said Services to be rendered, and
  - o) to bear his/its own costs, charges and expenses of whatsoever nature (including but not limited to expenses towards travelling, lodging and other incidental expenses) that shall be incurred by the Consultant in rendering the said Services and complying with the terms and conditions of this Agreement and not to recover the same or any part thereof from the Company.
3. In consideration of the Consultant providing the services specified in Clause 1 above, the Company agrees and undertakes to pay to the Consultant an aggregate sum of Rs. \_\_\_\_\_/- which amount shall be paid in the manner following :
- a. \_\_\_% on execution of these presents,
  - b. \_\_\_% on completion of Phase I of the said Project – i.e. \_\_\_\_\_;
  - c. \_\_\_% on completion of Phase II of the said Project– i.e. \_\_\_\_\_;
  - d. \_\_\_% on completion of Phase III of the said Project – i.e. \_\_\_\_\_;
  - e. \_\_\_% on completion of Phase IV of the said Project – i.e. \_\_\_\_\_;
  - f. \_\_\_% on completion of Phase V of the said Project – i.e. \_\_\_\_\_.

It is agreed that all amounts specified above shall be paid by the Company to the Consultant subject to necessary deductions as prescribed under law. It is further agreed that on the completion of each Phase of the said Project the Consultant shall raise an invoice in that behalf and on receipt of the invoice the parties shall conduct a joint verification through their representatives and a certificate shall be duly signed in that behalf stating the successful completion of the said phase. If during such verification any errors are found in the said Services to be rendered by the Consultant then in such event the Consultant shall be liable to rectify the same at his/its cost after which the parties shall conduct a fresh verification. The Company shall, on or before the expiry of \_\_\_\_

days from date of such certification pay to the Consultant the said amount due and payable till such phase.

4. The Consultant shall be entitled to employ such number of employees and staff as he/it may require to comply with his/its obligations under this Agreement. The Consultant shall, however be solely responsible for the payment of all such salaries, wages and other benefits as may be prescribed under law to such employees and staff and Company shall not in any manner whatsoever be liable or responsible for the same. The Consultant shall be solely responsible for the acts and deeds of all his/its employees and shall ensure that they shall attend regularly to and carry out all their obligations and duties properly and efficiently.
5. This Agreement shall come into effect on the date of these presents and shall remain valid so long as the said Project is not completed successfully unless terminated earlier as provided hereunder.
6. (a ) Notwithstanding anything to the contrary herein contained the Company shall be entitled to terminate this Agreement forthwith without giving any notice in writing to the Consultant, if the Consultant commits a breach of any of the terms and conditions of this Agreement and fails to rectify such breach within 15 days of receipt of notice from the Company calling upon him/it to do so.  
  
(b) It is expressly agreed that the Company shall not be liable to the Consultant for any loss, damages in any form by reason of termination of this Agreement at any time for any reason whatsoever other than the amounts that may be due and payable by the Company to the Consultant till the date of such termination.

- (c) Upon termination or expiry of this Agreement the Consultant shall forthwith return to the Company all the documents and information that may have been provided by the Company to the Consultant or which may otherwise have been acquired by him/it during the term of this Agreement.
7. The Consultant agrees and undertakes not to directly or indirectly divulge, disclose or reveal to any third party the confidential information pertaining to the finances, business, affairs, operations, activities or transactions of Company or of its Project that may have been acquired or imparted or disclosed to him/it. The Consultant acknowledges that any breach by him/it of its obligations under this Clause shall cause the Company irreparable injury for which there are inadequate remedies at law, and therefore the Company shall be entitled to equitable relief in addition to all other remedies provided by this Agreement or available at law or equity
8. The Consultant agrees to indemnify and keep indemnified the Company against all actions, suits and proceedings and all costs, charges, expenses, losses or damages which may be incurred or suffered or caused to the Company by reason of any breach, default, contravention, non-observance or non-performance by the Consultant of the terms, conditions, agreements and provisions contained in this Agreement and which on the part of Consultant was to be observed and performed.
9. This Agreement is personal to the Consultant and it shall not be assigned or transferred in whole or in part by it in favour of any third party without the prior written consent of the Company and any transfer in contravention of this Clause shall be void and not binding on the Company.

10. It is expressly agreed and declared that the relationship between the Company and the Consultant shall be that of principal and independent contractor. None of the provisions of this Agreement shall be deemed to constitute between the parties hereto a partnership, association, agency or any other separate entity, or authorize one to act as the agent of the other, and neither party shall take any action inconsistent with the foregoing. In particular, but without limitation to the foregoing, neither the Company nor Consultant may commit or purport to commit one another to any obligation or engagement in relation to this Agreement. Any such commitment may only be made by the Company or Consultant respectively for its own account.
11. Any date or period of time mentioned in this Agreement shall, unless extended by mutual written agreement of the parties hereto prior to the expiry of the specified date or period of time, be of the essence.
12. In case any disputes arises at any time hereafter between the parties hereto regarding the construction of this Agreement or the rights and liabilities of the parties hereto or in any matter arising out of or connected with this Agreement the parties shall endeavor their best to resolve it by mutual discussions and agreement. If the dispute cannot be resolved within 30 days from the date it arose then the same shall be referred to the decision of a single arbitrator if the parties can agree upon, a single arbitrator or two arbitrators, one to be appointed by each of the parties in accordance with and subject to the provisions of The Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The venue of such arbitration proceedings shall be at Pune.
13. No modification, alteration or amendment of this Agreement or any of its terms or provisions shall be valid or legally binding on the parties hereto unless made in writing duly signed by or on behalf of both the parties hereto.

14. All notices required to be given shall be in writing and shall be valid and sufficient if dispatched by registered post or by facsimile as follows :

If to Company:

\_\_\_\_\_,  
\_\_\_\_\_,  
\_\_\_\_\_.

Attn: Mr. \_\_\_\_\_

If to the Consultant :

\_\_\_\_\_,  
\_\_\_\_\_,  
\_\_\_\_\_.

Attn: Mr. \_\_\_\_\_

Any party may change its address by a notice given to the other parties hereto in the manner set forth above. All notices and other communications shall be deemed to have been duly given (i) on the expiry of seven days after posting if sent by registered post or (ii) on the date of delivery if sent by hand delivery.

15. This Agreement constitutes and represents the entire agreement between the parties hereto with regard to the subject matter hereof and cancels and supersedes all prior arrangements, agreements or understandings if any, whether oral or in writing, between the parties hereto on the subject matter hereof or in respect of matters dealt with herein.



IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first hereinabove written.

SIGNED AND DELIVERED by )  
the withinnamed Company )  
IAC INTERNATIONAL AUTOMOTIVE )  
INDIA PRIVATE LIMITED by the hand of )  
one of its Directors, MR. \_\_\_\_\_ )  
in the presence of ..... )

1.

2.

SIGNED AND DELIVERED by the )  
withinnamed Consultant )  
MR. \_\_\_\_\_ )  
in the presence of ..... )

OR (IF PARTNEERSHIP FIRM)

SIGNED AND DELIVERED by the )  
withinnamed Consultant )  
M/S. \_\_\_\_\_ )  
By the hand of one of its Partners )  
\_\_\_\_\_ )  
in the presence of ..... )



OR (IF A COMPANY)

SIGNED AND DELIVERED by the )  
withinnamed Consultant )

\_\_\_\_\_ LIMITED )

by the hand of one of its Directors )

\_\_\_\_\_ )

in the presence of ..... )

1.

2.

#### ANNEXERE A

List of Services Phasewise and time period within which to be completed.