

MASTER LEASE AGREEMENT (VEHICLE)

This **MASTER LEASE AGREEMENT** (herein the "**Agreement**") is entered into on this day _____ of _____ 2015

BETWEEN

M/s. KAMARAJAR PORT LIMITED (A Mini Ratna Government of India Undertaking), having its Registered Office at P.T. Lee C.N. Maaligai, 1st Floor, 23, Rajaji Salai, Chennai 600 001 and represented by its Authorised Signatory Mr. _____, hereinafter referred to as KPL / LESSEE.

AND

M/s./Mr. _- - - - -

a Company incorporated under the Companies Act, 1956 /

a Partnership Firm, registered under the Indian Partnership Act,/

a Proprietary Concern,

having its / his office at ----- and represented by its - - - - - Mr. - - - - -

hereinafter referred to as OPERATOR/LESSOR.

The term "Lessee" shall include in the case of the Lessee being (i) a body corporate its successors or permitted assigns (ii) an individual, his/her legal heirs, executors, successors and permitted assigns; (iii) a partnership firm, the partners for the time being of the firm, survivor or survivors of them and their respective legal heirs, executors;(iv) a trust, all the trustees of the trust and their respective legal heirs and successors in office; and (v) a branch or any other office of any entity including its head /registered/principal office.

The Lessor and the Lessee are hereinafter collectively referred to as "Parties" and individually as "Party".

WHEREAS:

The Lessor is engaged, among others, in the business of providing Vehicles on Lease.

The Lessee is desirous of taking on lease one or more Vehicles (as defined below) for its own use / for the use of its employee(s)

Upon the request of the Lessee, the Lessor is willing to provide the Vehicle on Lease on the terms and conditions hereinafter contained.

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE-1 DEFINITIONS AND RULES OF INTERPRETATION:

1.1 Definitions

Unless the context or meaning thereof otherwise requires, the following expressions shall have the meanings assigned to them hereunder:

1.1.1 The "Act" shall mean the Motor Vehicles Act, 1988 (59 of 1988)

1.1.2 The "Agreement", "Master Lease Agreement" or this "Agreement" means this Agreement entered into between the Lessor and the Lessee and includes Tender Bid and / or all other documents signed and forming part / annexed to this Agreement, including the Schedule/s signed from time to time.

1.1.3 "Due Date" shall mean, in respect of payment of Rental by the Lessee, the rental per month as set out in the **Schedule I** and in respect of payment other than Rental, 15 working days from the date on which invoice received by the Lessee.

1.1.4 'Insurance' means in relation to the Vehicle means the comprehensive insurance covering all risks which shall include:

(a) loss or damage against Natural Calamities such as fire,

explosion, self-ignition or lightning, earthquake, flood, typhoon, hurricane, storm, tempest, inundation, cyclone, hailstorm, frost, landslide, rockslide;

(b) loss or damage against man-made calamities such as burglary, theft, riot, strike, malicious act, accident by external means, terrorist activity, any damage in transit by road, rail, inland waterway, lift, elevator or air;

(c) personal accident cover for the individual driver of the vehicle while traveling, mounting or dismounting from the car and personal accident covers for co-passengers;

(d) third party liability, bodily injury and death and limited liability for third party property damage.

1.1.5 'Insurer' shall mean the Company duly registered with Insurance Regulatory Development Authority and engaged in the business of providing general insurance i.e. insurance other than life insurance

1.1.6 'Insurance Policy' shall mean the document issued by Insurer evidencing fact of Insurance of the Vehicle and its validity and terms of Insurance mentioned in the said document

1.1.7 'Lease' shall mean granting of **right to use** the Vehicle to the Lessee during the Lease Term excluding right to sell, alienate, transfer, charge, hypothecate or otherwise encumber the Vehicle

1.1.8 'Lease Term' means the period for which the Vehicle will be given on Lease to the Lessee. The Lease Term shall commence from the Lease Commencement Date and shall continue till this Agreement is in force, provided this Agreement is not terminated earlier in accordance with the provisions of this Agreement.

1.1.9 'Manufacturer' means the manufacturer of the Vehicle.

1.1.10 'Manufacturer Manual' means and includes the manual issued by the manufacturer of the Vehicle indicating terms of usage of the Vehicle.

1.1.11 'Premature Termination' means end of the Lease prior to last day of Lease Term due to reasons specified in Article 2.13 written hereunder

1.1.12 'Rental' or 'Lease Rental' means the consideration payable by the Lessee, during the Lease Term, by way of (i) rent for the use of the Vehicle during Lease Term.

1.1.13 'Schedule(s)' means the schedule(s) to be made between the Parties, which shall specify the details with respect to the Vehicle and other terms and conditions of the Lease

1.1.14 'Supplier' means the seller or distributor of motor vehicles including the Manufacturer who would have manufactured the Vehicle as the context may require.

1.1.15 'Vehicle' means the Vehicle(s) to be provided on Lease to the Lessee by the Lessor as more particularly described in **Schedule I** hereto

1.1.16 'Vehicle Requisition Order (VRO)' means the requisition form as per the draft provided by the Lessor duly filled in, signed and sealed by the Lessee requesting the Lessor to provide type of the Vehicle(s) on Lease on the terms and conditions specified therein

1.2 **Rules of Interpretation**

In this Agreement, unless the context or meaning thereof otherwise requires,

1.2.1 any reference to :

- (a) a gender includes all other genders and reference to a singular includes the plural and vice versa.
- (b) a person includes an individual, company, partnership or unincorporated association (whether or not having separate legal personality);
- (c) a company includes any company, corporation or anybody corporate, wherever incorporated.
- (d) a Paragraph or to a Parts is to the relevant Paragraph or the relevant Part, as the case may be, of the relevant Schedules.

- (e) "claim" includes any claim, demand action or proceeding of any kind, actual or contingent;
- (f) a statute or statutory provision or any subordinate legislation made from time to time under that statute or statutory provision which is in force at the date of this Agreement; includes that statute or provision as from time to time modified, re-enacted or consolidated whether before or after the date of this Agreement;
- (g) any past statute or statutory provision (as from time to time modified, re-enacted or consolidated) which that statute or provision has directly or indirectly replaced;
- (h) any deed, or document includes a reference to the amendments thereto which have been executed by all the Parties hereto in writing; and.
- (i) any books, records or to any other information means books, records or other information in any form including paper, electronically stored data, magnetic media, film and microfilm.

1.2.2 The words "including", "includes" or "in particular" means including, includes or in particular without limitation; and

1.2.3 The headings in this Agreement are for reference only and do not affect its construction of interpretation.

1.2.4 a document in the "agreed form" is a reference to a document in a form and content approved by all Parties and for the purposes of identification initialed by or on behalf of each Party on the date of this Agreement;

1.2.5 In case the Lessor provides more than one Vehicle on Lease to the Lessee then the defined terms as above and this Agreement shall be construed accordingly for all the vehicles given on lease and the expression "Vehicle" shall be deemed to include all such vehicles given on lease as if the same were given on lease under the terms of this Agreement. The Parties hereto shall execute Schedule(s) in relation to the specific Vehicle that a Lessee agrees to take on Lease and each Schedule shall constitute a separate Agreement amongst the Parties, in respect of the specific Vehicle. The Schedule(s) shall form an integral part of this Master Lease Agreement

ARTICLE - 2 TERMS OF LEASE:

2.1 Upon receipt of VRO from the Lessee, within a month the Lessor shall acquire the Vehicle and give it on Lease to the Lessee on the terms and conditions herein contained and on other terms as specified in the Schedule(s).

2.2 Lease Management Fees :

No lease management fee is payable under this Master Lease Agreement.

2.3 Ownership of the Vehicle :

The Parties hereby confirm that their intent is that the Vehicle shall at all times remain the property of the Lessor. For the purposes of the Motor Vehicle Act, 1988 (the "Act") and the provisions thereof, the Vehicle provided on Lease hereunder shall be registered in the name of the Lessee as Registered Owner, as required under the provisions of the Act. At the end of Lease Term or upon Premature Termination of Lease, as the case may be, whenever required to do so, the Lessor shall be permitted to transfer the registration in the name of the Lessor or its nominees.

During the Lease Term, the Lessee shall have the right to have exclusive peaceful possession, operation and use of the Vehicle unless there is a Premature Termination of Lease.

2.4 Delivery of Vehicle :

The Lessor shall arrange with the respective Supplier to have the Vehicle delivered at the Lessee's address. Any loss or damage to the Vehicle in transit from the Supplier's premises to the Lessee's address shall be treated as an accident case and the liability shall be covered as per the Insurance Policy.

2.5 Terms of Insurance :

2.5.1 During the subsistence of the Lease of the Vehicle, the Lessor shall cause Insurance of the Vehicle at its own cost :

2.5.2 The Lessee shall not do or omit to do or be done or permit or

suffer any act, which might or could prejudicially vitiate or affect Insurance of the Vehicle

- 2.5.3 Insurance Policy will be in the name of the Lessee with the Lessor's name as the owner and Loss Payee. In case Insurance is taken by the Lessee, then the Lessee shall be entitled to deduct the costs of such insurance from the Lease Rentals.
- 2.5.4 Upon the happening of any event that causes any damage or loss to the Vehicle and/or its accessories whilst thereon, including accident, theft, hit caused by fire explosion, self ignition or lightening, burglary, riot, earthquake, flood, hurricane, storm, tempest, cyclone, frost, malicious act and/or terrorist activity, the Lessee shall as soon as possible notify to the Lessor by telephone of such damage or loss relating to the Vehicle and confirm this in writing, within 7 days of the occurrence of such event causing loss and/or damage to the Vehicle.
- 2.5.5 The Vehicle shall be used and operated by the person authorized/approved by the Lessee or by the chauffer appointed by such person so authorised / approved by the Lessee with all due diligence. The Lessee undertakes to facilitate the settlement of all cases of damage by providing the relevant information and taking all the steps required if requested to do so.
- 2.5.6 Without prejudice to the generality of the provisions contained above, in the event of accident including injuries / damages of the third party or Vehicle(s) or theft of the Vehicle(s) or any part and/or accessory thereof, the Lessee shall within 48 hours report the same at its own cost to the nearest police station and shall obtain from such police station a copy of the first information report (FIR) and ensure that the Vehicle registration number, chassis and engine number are specified in the FIR.
- 2.5.7 The Lessee agrees that any insurance proceeds received under the Insurance for the vehicle damaged shall be spent for making good the damage and for paying the Premature Termination Amount as calculated in the manner as set out in the **Schedule II**.

2.6 **Terms of Maintenance of the Vehicle :**

The maintenance of the vehicle/s shall be undertaken as per Article 3.1 written hereunder.

2.7 **Rentals :**

2.7.1 In consideration of the Lease of the Vehicle the Lessee agrees to pay to the Lessor Lease Rental as mentioned in the **Schedule I**. The Payment will be made once in a month only on submission of the bill signed and dated after deducting TDS, Damages and other applicable deduction, if any, from the monthly bill within 15 days from the receipt of the bill. Lessee, in addition to the Lease Rental, shall reimburse the service tax paid by the Lessee at actual on showing necessary proof.

2.8 **Payment of Lease Rental:**

The Lessee agrees to make payment of each of the Lease Rental on Due Date until the termination of the Lease either on account of Premature Termination or on account of the expiration of the Lease Term.

For each Rental, the Lessor shall raise an invoice in the name of the Lessee. The Lessor shall raise invoice, for the completed calendar month or part thereof, only on proceeding calendar. The payment will be made by the Lessee within 15 working days from the receipt of the invoice, except for the Rental for the first month in respect of which debit note/invoice will be sent within 15 working days from the issue of VRO.

2.9 **Liquidated Damages:**

2.9.1 The Lessor shall provide the Vehicles for use within a month from the date of VRO. Any delay in providing the Vehicles beyond a month from the date of VRO will attract Liquidated damages of Rs.1000/- per day, per Vehicles till date of providing the Vehicles. In case, any or all Vehicles are not provided within 45 days of the receipt of order, Lessee reserves the right to terminate this Agreement and forfeit the EMD or Security Deposit or both.

2.9.2 If there is any maintenance work (or) breakdown (or) non-supply of the Vehicle due to any reason or whatsoever and the Replacement vehicle/s is/are not provided within 24 hours of the event, an amount of Rs.1000/-

towards damages for each day of delay per vehicle shall be payable and the Lease Rentals for such days shall be proportionately deducted.

2.10 **SETOFF:**

In case the Lessee has made payments of any amount on behalf of the Lessor with the consent of the Lessor, the Lessee can set off the same in the Lease Rental payable to the Lessee on sufficient proof being made available to the Lessor.

Term of this Agreement shall commence from the date on which this Agreement is entered between the Parties and shall continue in effect for Four (4) years until Premature Termination by a party.

2.11 **Premature Termination of Lease :**

Notwithstanding the Lease for Lease Term, upon occurrence of any of the events specified hereunder there shall be Premature Termination of Lease and the Lease Term in relation to the Vehicle shall determine ipso facto:

2.11.1 occurrence of any one of the events of default specified in Article 5.1 of this Agreement.

2.11.2 receipt of a written notice of 30 days for termination of the Lease from the Lessee by the Lessor (Termination at convenience).

2.11.3 irreparable damage / constructive total loss caused to the Vehicle or theft of the Vehicle.

2.11.4 occurrence of any one of the events of default specified in Article 5.2 of this Agreement.

2.12 **Surrender of the Vehicle :**

2.12.1 Upon expiration of the Lease Term or Premature Termination of the Lease, the Lessor shall be entitled to take delivery of the Vehicle from the Lessee's premises, together with Manufacturer Manual, warranties and other documents furnished by the Manufacturer in

respect of the Vehicle, registration certificate in original and the original Insurance Policy, keys (original as well as duplicate) of the Vehicle and accessories of the Vehicle provided by the Lessor.

ARTICLE- 3 - FLEET MANAGEMENT SERVICES

In addition to the Lease of the Vehicle, without any additional cost to the Lessee, Lessor shall also provide Fleet Management Services to the Lessee for the lease period as detailed hereunder.

3.1 Maintenance :

3.1.1 The Lessor at his cost shall provide for on- going maintenance of the Vehicle to keep it in good condition and road worthy. It is the responsibility of the Lessor to maintain the Vehicle periodically for keeping the Vehicle in good condition as per the industry standard and the Lessee at his cost will provide fuel and water for the Vehicle.

3.1.2 The Lessor shall at its costs, undertake comprehensive and complete maintenance of Vehicles including replacement of tyres, tubes, batteries, spares, electrical & mechanical repairs and other breakdown repairs etc...

3.2 Insurance :

During the subsistence of the Lease of the Vehicle, the Lessor shall take the responsibility of taking Insurance of the Vehicle.

3.3 Insurance Management :

During the subsistence of the Lease of the Vehicle, the Lessor shall cause Insurance at its cost and manage all Insurance related aspect with Insurer

3.4 Insurance Disallowance :

The Lessor shall bear any disallowance by the Insurer in relation to the Lessee's claim on account of partial accident or the own damaged accident caused to the Vehicle

3.5 **Replacement Vehicle :**

The Lessor shall provide a replacement Vehicle at its own cost to the Lessee in case the Vehicle is off the road for more than 24 hours due to mechanical breakdown or for any other cause.

It is hereby clarified that Replacement Vehicle provided under this Agreement shall be deemed to be a Vehicle provided on Lease and shall be of the same model or specification of the Vehicle replaced or a better model. The Lessee and the Lessor shall be responsible and liable for all the obligations as set out in this Agreement in respect of Replacement Vehicle as much as applicable to the Vehicle. The Lessor shall not be entitled to Lease Rentals during the period of delay, if any, in providing the Replacement Vehicle beyond 24 hours of the receipt request from the Lessee.

3.6 **Towing Service in case of Break Down of Vehicle :**

In case of breakdown of Vehicle due to mechanical failure, the Lessor shall provide towing services at its cost to the Lessee.

ARTICLE- 4: GENERAL COVENANTS

- 4.1 During the subsistence of the Lease and till the Vehicle is delivered back to the Lessor, the Lessee shall use and operate the Vehicle in conformity with the Manufacturer Manual and comply with all statutory and other requirements of law, rules, regulations or directions applicable to use and operation of the Vehicle in that behalf.

ARTICLE- 5: EVENTS OF DEFAULT

5.1 By Lessee : An event of default shall occur hereunder if the Lessee:

5.1.1 fails to make the payment of Lease Rentals or part thereof for three consecutive months or any other payment required to be made hereunder and remained due for more than 60 days from the due date ; or

5.1.2 fails to perform or observe any other covenant, conditions of Agreement to be performed or observed by it hereunder or in any other document furnished to the Lessee in connection herewith; or

5.1.3 makes any major additions/alterations to the Vehicle which affects the marketability of the Vehicle, without the prior written permission of the Lessor; or

5.1.4 is in breach of any representation or warranty as mentioned in Article 9 or they are found to be or become incorrect.

5.2 By Lessor : An event of default shall occur hereunder if the Lessor:

5.2.1 fails to perform or observe any other covenant, conditions of this Agreement to be performed or observed; or

5.2.2 shall become bankrupt or become insolvent or consent to the appointment of a trustee/administrator or receiver for a substantial part of its property without its consent or reorganization or insolvency proceedings shall be instituted by or against the Lessor, voluntary or otherwise

5.2.3 is in breach of any representation or warranty as mentioned in Article 9 or they are found to be or become incorrect.

5.2.4 shall be in default under any other Agreement at any time executed with the Lessee with respect to any other service(s) provided to the Lessee.

ARTICLE- 6 : CURING PERIOD

Either party shall, prior to invoking remedies available to it as mentioned in Article 7, send a written notice to defaulting party specifying in detail the breach / default cause and calling upon the defaulting party to rectify / cure the breach / default within 15 days (Curing Period) from the date of the notice. In the event the defaulting party fails to rectify / cure the breach / default on or before end of Curing Period, other party shall have right to invoke the remedies available to it without any further notice

ARTICLE- 7: REMEDIES

- 7.1 In case an event of the default is caused by the Lessee, the Lessor would have remedies as mentioned in Article 2.13.1.
- 7.2 In case the event of the default is caused by the Lessor, the Lessee would have remedies as mentioned in Article 2.13.4.

ARTICLE 8 : TECHNICAL CONTROL AND INSPECTION

- 8.1 The Lessee shall present the Vehicle for pollution checks and other statutorily mandated technical / fitness tests for inspection as and when required by any competent authority for any inspection that may be required by any law, regulation and / or rule; or
- 8.2 by the Lessor for technical check up provided Lessor has given prior written request of not less than 2 days.
- 8.3 If the Vehicle is not available to the Lessee for its use due to Articles 8.1 & 8.2; on request from the Lessee, the Lessor shall have to provide replacement vehicle, same or better model, till the Vehicle available to the Lessee.

ARTICLE – 9: REPRESENTATIONS AND WARRANTIES

- 9.1 Each party warrants to the other party that its execution of this Agreement will not :
 - 9.1.1 Contravene the provisions of any law, statute, rule and regulation to which the Party is subject and/or the Party's Memorandum and Articles of Association / Partnership Deed / Trust Deed / Society By-Laws, as the case may be.
 - 9.1.2 Result in any breach of any agreement or arrangement to which the Lessee or the Lessor is a party.
- 9.2 Each Party represents and warrants to the other Party that:
 - 9.2.1 It has the necessary power to enter into and perform its

respective obligations under this Agreement;

9.2.2 All actions, conditions and things required to be taken, fulfilled and done in order to (i) enable them to lawfully enter into and perform their obligations under this Agreement; (ii) ensure that those obligations are legally binding and enforceable have been taken, fulfilled and done;

9.2.3 The Authorised Signatories of the Parties are validly in office and duly authorised to execute this Agreement and execution by such authorised signatories will bind the parties;

9.2.4 The execution and delivery of this Agreement and performance hereunder will not result in a breach of any other agreement entered into by the Party or will not conflict with any order, judgment, rule or regulation by which the Party is bound.

9.3 The Parties represent that all information provided / to be provided pursuant to this Agreement, the Schedule(s) hereto are true and correct in all respects. The Lessee hereby warrants that it shall use and operate the Vehicle in the manner specified in Manufacturer Manual and also ensure that the user has valid driving license to ply the Vehicle and keep them effective and in force at all times during the period of this Agreement and till the Vehicle is delivered back to the Lessor.

9.4 The representations and warranties of the Parties contained in this Agreement shall be true and correct as at the date hereof and shall be true and correct in all material respects during the entire tenure of this Agreement with the same force and effect.

ARTICLE - 10 : DISTRAINT AND MEASURES BY THIRD PARTIES

10.1 If third parties lay claim to or otherwise take action in respect of a Vehicle, the Lessee shall take immediate action to safeguard the rightful property of Lessor. If the Lessee loses legal control of any Vehicle, the Lessee shall inform the Lessor immediately within twenty-four hours and if necessary, take appropriate counter measures. The Lessor may take any and all actions it sees fit

in the interests of protecting its rights, not excluding action in the name of the Lessee

- 10.2 The costs incurred as a result of any action as aforesaid are to be borne by the Lessor. The Lessee shall ensure that the Vehicle is only used by persons satisfying the requirements laid down under applicable law and regulations pertaining to such use.

ARTICLE 11 : ASSIGNMENT

- 11.1 The Lessor may with prior written consent of the Lessee charge or delegate to any person any of its rights under this Agreement and any person to whom such rights are charged or delegated shall be entitled to the full benefit of the right(s) of the Lessor under this Agreement.
- 11.2 Save as aforesaid, this Agreement shall be binding upon and shall inure for the benefit of the Lessor and its successors in title and permitted assigns and the Lessee and its successors in title and assigns.

ARTICLE 12 : MISCELLANEOUS

12.1 Notices

Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or facsimile or electronic mail. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when received; if sent by post, on receipt of the same; and if sent by courier, on receipt of the same; and if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number); and if sent by electronic mail, on receipt of confirmatory message of delivery sent to the notified e-mail ID.

All correspondence shall be addressed, when sent to the Lessee at the address mentioned above and when sent to the Lessor, at the

address of the Lessor mentioned above.

12.2 **Mode of Payment** :

All amounts due and payable by the Lessee to the Lessor pursuant to the Agreement shall be paid by Real Time Gross Settlement (RTGS) to the account of the Lessor or by cheque or bank draft drawn in favour of the Lessor

12.3 Time shall be the essence of this Agreement in so far as it relates to the observance or performance by the Parties of all or any of its obligations hereunder.

12.4 **Waiver** :

Waiver by either party of any default by the other party shall not be deemed a waiver of any other default. No provision of this Agreement shall be deemed waived, amended or modified by either Party, unless such waiver, amendment or modification is in writing and signed by the authorized representative of the Party against whom it is sought to enforce such waiver, amendment or modification.

12.5 **Schedule** :

Reference to the Articles and Schedules are to be construed as references to the Articles and Schedules to this Agreement.

12.6 All indemnities contained under this Agreement shall survive the termination of this Agreement or in so far as they pertain to events / occurrences that transpired during the period of Lease.

12.7 No amendment or modification to this Agreement shall be valid unless set forth in writing and signed by the Parties. The parties hereby further agree that the Addenda indicating change in terms and conditions of the Agreement or Schedule(s), if and when executed, shall form part and parcel of the Agreement and shall be equally valid, effective and binding on the parties and shall remain in full force unless specifically otherwise agreed, in writing, by the parties.

- 12.8 Neither party shall be liable for any breach of this Agreement caused by Force Majeure events which is not within reasonable control of a Party (whose performance is affected by such event) including without limitation, insurrection, restraint imposed by the Government, act of legislative or other authority, war, hostilities, acts of the public enemy, civil, commotion, sabotage, explosions, epidemics, quarantine restrictions, strike, lockout or acts of God, that affects the ability of a Party to perform its obligations as envisaged herein.

ARTICLE- 13 : ARBITRATION AND JURISDICTION:

- 13.1 In the case of any dispute or any difference between the parties arising out of or in relation to this Agreement including dispute or difference as to the validity of this Agreement or interpretation or any of the provision of this Agreement, the same shall be resolved by mutual discussion. If the parties fail to settle the dispute or difference mutually within 15 days after such dispute shall have arisen, then the same shall be referred to the sole arbitrator mutually appointed by the Parties, and such arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The provisions of this Article shall survive the termination of this Agreement. Each Party shall bear its own costs. All common costs shall be shared equally by both the parties till the Award of the Arbitration, and the Arbitrator shall decide who has to bear the cost of the Arbitration, i.e., arbitrator cost, venue related charges and advocate fees, in the Award. The venue of the Arbitration shall be at Chennai.
- 13.2 It is agreed by and between the parties that the Courts in Chennai shall have the exclusive jurisdiction in respect of any matter, claim or dispute arising out of or in any way under the Arbitration and Conciliation Act, 1996, relating to this Agreement.

ARTICLE- 14 : GOVERNING LAW

- 14.1 This Agreement shall be governed by and construed and interpreted in accordance with the laws of India.
- 14.2 If any term or provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain unimpaired and in full force and effect.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the day and year first above written

<p>SIGNED AND DELIVERED by the within named Lessor by the hand of its Authorised Signatory Mr.</p> <p>Signature & Stamp of the Authorised Signatory</p>	<p>SIGNED AND DELIVERED by the within named Lessee by the hand of its Authorised Signatory Mr.</p> <p>Signature & Stamp of the Authorised Signatory</p>
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SCHEDULE I

S.No.	Make & Model of Vehicle	No. of Units	Rate per month*	Rate for 48 months	Rate in words
1.	Toyota – Innova (vx d 7) - Diesel	1 No.			
2.	Mahindra – Scorpio (S 10) - Diesel	1 No.			
3.	Maruthi Ciaz (ZDI) - Diesel	1 No.			

* Rate per month is inclusive of all applicable taxes except service tax.

SCHEDULE II

Bank Guarantee Format (Ref. Article 2.11)

THIS GUARANTEE dated day of 2015 (hereinafter referred to as “the Guarantee”) is issued by a banking company incorporated under the laws of and having its registered office/[principal place of business] at [.....] (hereinafter referred to as “the Guarantor” which expression includes its successors and assigns) for the benefit of and in favour of Kamarajar Port Limited (erstwhile Ennore Port Limited), a company incorporated under the Companies Act, 1956 with its registered office at Chennai (hereinafter referred to as “the Lessee”, which expression includes its successors and assigns).

WHEREAS:

M/s., company incorporated and registered in India under the Companies Act, 1956 and having its registered office at (hereinafter referred to as the Lessor), (which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns), has successfully bided and has been selected as service provider in respect of leasing certain Vehicle to the Lessee.

The Lessee and Lessor have entered into a Master Lease Agreement, dated (hereinafter referred to as “the Agreement” as the same may be amended, modified and novated from time to time). As per the tender conditions and as per the terms of Master Lease Agreement, the Lessor shall have to provide Performance security Contract to the Lessee.

The Lessor has accordingly directed the Guarantor to issue this irrevocable and unconditional Guarantee and the Guarantor has agreed to issue this Guarantee for the benefit of and in favour of the Lessee to guarantee guaranteed obligations stated herein on the terms set forth hereunder.

NOW THEREFORE THIS DEED OF GUARANTEE WITNESSETH AS UNDER

1. For the purpose of this Guarantee, capitilised terms used herein but not otherwise defined herein shall have the respective meaning ascribed to such terms under the Agreement.
2. The Guarantor does hereby unconditionally and irrevocably guarantee to pay to the Lessee without any demur or protest merely on first demand, without any previous notice, and without referring to any other source, any sum or sums as so notified by the Lessee, not exceeding in total the amount

of Rs. _____ [10% value of the Master Lease Agreement] (Indian Rupees _____), upon receipt of the Lessee demand in writing.

3. The Guarantor does hereby unconditionally and irrevocably guarantees and undertakes, without any reference to the Lessor or any other person and irrespective of, or notwithstanding, the fact whether any dispute is pending between the Lessee and the Lessor before any court, tribunal, expert, arbitrator or similar proceedings relating thereto, to pay the amount due and payable under this Guarantee without any demur or protest, merely on first demand from the Lessee to the effect that such amount is due to the Lessee from the Lessor in accordance with the terms of the Master Lease Agreement or for any reason that the Lessee may state. Any such demand made on the Guarantor shall be conclusive, absolute and unequivocal evidence as regards the amount due and payable by the Guarantor under this Guarantee.
4. Upon any default, whatsoever by the Lessor in performing, meeting or otherwise complying with the provisions of the Master Lease Agreement, the Lessee may invoke the Guarantee, in part or in full, at any time as it deems fit but not less than monthly intervals and/or appropriate in its sole discretion, without giving any opportunity or recourse of the Lessor. The Lessee shall, at all times, have the absolute and unconditional right to call upon the Guarantees at any time it is convinced, at its sole discretion, that there has been a breach or failure on the part of the Lessor or its agents to fulfill or meet any of the obligations under the agreement.
5. In case the Lessee invokes the Guarantee in parts as per the provisions of Article 4 of the Guarantee, the Guarantor undertakes to keep the Guarantee valid for the amount equal to Rs. _____ [10% value of the Master Lease Agreement] (Rupees _____) by recouping the part of the guarantee invoked.
6. For the avoidance of doubt, it is clarified that this Guarantee or the rights of the Lessee hereunder, shall not stand revoked, or otherwise be impaired or mitigated in any manner whatsoever, if there exists at any time of invoking this Guarantee by the Lessee, or thereafter exists any dispute before any Court (whether in India or abroad), arbitration, claims, settlements, obligations, expert determination or similar proceedings under the Agreement between the Lessor and the Lessee.
7. The Guarantor, as primary obligor and not merely as surety or guarantor of collection, shall be under no duty, and shall not have any right, to inquire into the matters referred to in any written demand issued by the Lessee or into the terms of the Master Lease Agreement or any other circumstances, matters or documents. The decision of the Lessee as to any breach having been

committed, liabilities accrued or loss or damages caused or suffered shall be conclusive, absolute and binding on the Guarantor. The Guarantor specifically confirms and agrees that no proof of any amount due to the Lessee under the Master Lease Agreement is required to be provided, in connection with any demand made by the Lessee for payments under this Guarantee and that no documents or other action shall be required other than the Lessee's written demand as aforesaid, notwithstanding any applicable law or regulation.

8. The Guarantor hereby waives any right whatsoever that it may have of requiring the Lessee to pursue legal remedies against the Lessor or against any other security that may be available to the Lessee.
9. The Guarantor hereby irrevocably and unconditionally undertakes, agrees and acknowledges that the Master Lease Agreement may be modified, amended and supplemented by the Lessor and the Lessee in accordance with the terms of the Master Lease Agreement without the Guarantor's consent in any manner and that no such modification, amendment or supplement shall release, affect, limit, mitigate or impair the Guarantor's liability under this Guarantee.
10. Any payment made hereunder shall be made free and clear of, and without deduction for or on account of taxes, levies, imposts, duties, charges, fees deductions or withholding of any nature whatsoever and by whomsoever imposed.
11. The Guarantor hereby irrevocably and unconditionally undertakes, agrees and acknowledges that is obligations as a guarantor hereunder:
 - a) are irrevocable, absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Addendum, or the insolvency, bankruptcy, reorganization, dissolution, winding up or liquidation of the Lessor or any change in the ownership of the Lessor, or any purported assignment by the Lessor or any other circumstances whatsoever which might otherwise constitute a defence or discharge of a guarantor or surety;
 - b) shall constitute a present and continuing guarantee of timely payments of Revenue Share and/or any other payments and/or any other claims due to the Lessee as per the provisions of the Master Lease Agreement and/or performance of the Lessors obligations under the Master Lease Agreement;
 - c) shall not be affected by the existence of or release or variation of any other guarantee or security for any of the obligations of the Lessor under the Master Lease Agreement;
 - d) shall not be affected by any failure by the Lessee to perform any of its obligations under the Master Lease Agreement;

- e) shall not be affected by any failure or delay in payment of any of any other amount payable to the Guarantor in respect hereof;
 - f) shall not be affected by any exercise or non-exercise of any right, remedy, power or privilege of any person under or in respect of any payment obligations of the Lessor under the Master Lease Agreement;
 - g) shall not be affected by any failure, omission or delay on the Lessee's part to enforce, assert or to exercise any right, power or remedy conferred on the Lessee in this Guarantee;
 - h) shall not be affected by any act, omission, matter or thing which, but for this clause would reduce, release or prejudice the Guarantor from any of the obligations under this Guarantee or prejudice or diminish the obligations in whole or in part.
12. The obligations, covenants, agreements and duties herein shall not be subject to any counterclaims, cross claims, set offs, deductions, withholdings, diminutions, abatements, recoupments, suspensions, deferments, reductions or defence for any reason whatsoever and the Guarantor, shall have no right to terminate this Guarantee or to be released, relieved or discharged from any of its obligations, covenants, agreements and duties hereunder for any reason whatsoever.
13. It is clarified that the Lessee shall be entitled to file a claim under this Guarantee upto a period of six months from the expiry of the Guarantee, provided such claim relates to the period of validity of the Guarantee.
14. This Guarantee shall be valid for an initial period of one year and shall be renewed 30 days prior to the expiry of any one year term, for additional terms of one year each or part thereof.
15. In the event of this Guarantee is not renewed in the manner provided in Article 14 above, such non-renewal shall constitute an event of default, and the guaranteed amount shall become immediately payable and shall be transferred to the Lessee by the Guarantor issuing in favour of the Lessee, a demand draft payable at Chennai.
16. This Guarantee shall be governed by and construed in accordance with the laws of India. The Guarantor hereby irrevocably submits to the exclusive jurisdiction of the High Court of Chennai, India for the purposes of any suit, action, or other proceeding arising out of this Guarantee or the subject matter hereof brought by the Lessee or their successors or assigns and to the extent permitted by applicable law hereby waive, and shall not assert, by way of motion, as defence,

or otherwise, in any such suit, action or proceeding any claim that such suit, action, or proceedings is brought in an inconvenient forum, that the value of such suit, action or proceeding is improper, or that the subject matter hereof may not be enforced in or by such court.

IN WITNESS WHEREOF this Guarantee has been duly executed on this day
of 2015.

Guarantor

Witness

1)

Name & Address

2)

Name & Address