

RENTRIP DEALER AGREEMENT

This AGREEMENT entered into on the **18th** day of **Oct, 2024**

BETWEEN

RENTRIP SERVICES PRIVATE LIMITED a registered Company under Ministry of Corporate Affairs, Govt. of India vide Companies Act 2013, having its registered office at **322, Arya Samaj Bhavan, Katra Abdul Gani, Fatehpur - 212601, UTTAR PRADESH STATE, INDIA** (hereinafter referred as "RENTRIP" Or "COMPANY" Or "FIRST PARTY") , which expression shall, whenever the context so requires or admits mean and include its successors and assigns) of the ONE PART.

And

Suraj Jain (Entity) S/O **Sanjeev Jain** R/o **ward no.11, ajeet baba road mehgaon, tehsil-mehgaon, Mehgoun, Bhind, Mehgaon, Mehgaon, Madhya Pradesh, India, 477557** (hereinafter referred to as the "DEALER"OR "DEALERS" Or "SECOND PARTY", which expression shall, unless the context so requires or admits mean and include its Partners for the time being, their heirs, legal representatives, executors and permitted assigns) of the OTHER PART;

WHEREAS, RENTRIP has developed and owns strong online platform and a unique system specializing in Rental Products and is a leading Motorbike, Car, Bicycle rental & travel company that offers a diversified and exceptional range of two-wheelers, Cars, Bicycles on rent and products pertaining to package tours & holidays developed and owned by the 'FIRST PARTY'.

WHEREAS, first party operates nationwide independently and through its appointed dealers in specific cities. Dealers are responsible for owning and maintaining rental vehicles, while the first party facilitates bookings via its online platform.

WHEREAS the SECOND PARTY has offered to appoint themselves as one of the Dealer in the City of **Mumbai** and has represented to FIRST PARTY that it is in a position of investing necessary capital and is also possess a suitable premises to set up and carry on the Dealership at the following Business Address – **ward no.11, ajeet baba road mehgaon, tehsil-mehgaon, Mehgoun, Bhind, Mehgaon, Mehgaon, Madhya Pradesh,**

India, 477557

AND WHEREAS, each Party is duly authorized and capable of entering into this Agreement.

AND WHEREAS, the FIRST PARTY, after having considered the proposal of the SECOND PARTY, has agreed to appoint the SECOND PARTY to appoint its DEALER on the terms and conditions as contained in this agreement.

NOW, THEREFORE, in consideration of the above recitals, the Parties hereby agree as follows:

1. That the FIRST PARTY hereby appoints the SECOND PARTY as its Dealer to provide two wheelers vehicle, cars, Bicycles or furniture on rent which are specifically owned and maintained by the SECOND PARTY.
2. That this agreement shall remain in force for eleven months commencing from **18 Oct, 2024** and shall be renewable for similar periods on the agreed terms and conditions.
3. That FIRST PARTY have complete authority to terminate this agreement without giving prior notice to the SECOND PARTY. However, if SECOND PARTY didn't want to continue with this Agreement then in that situation SECOND PARTY shall fulfill all the assigned bookings, afterwards they can end this Agreement by providing intimation to the FIRST PARTY's Dealer support.
4. That the SECOND PARTY shall pay charges equal to the **17%** plus GST of quoted price of the Vehicles/Product to the FIRST PARTY for the use of technology services provided to them by First Party. All online payments, including partial payments and full booking amount payments, made to the FIRST PARTY, as well as payments received by the SECOND PARTY upon delivery of the vehicle, will be recorded in the electronic ledger the day after the completion of the booking. Any surplus balance will become eligible for withdrawal once it reaches or exceeds INR 500. Withdrawals from the FIRST PARTY's designated bank account can be made by submitting an online request, and such requests will be processed within 7 working days. However, RENTRIP do not accept any claims arising due to delays in payment due to bank holidays, strikes and any other unforeseen circumstances.
5. That the 'SECOND PARTY' has the sole responsibility of monitoring the dashboard via the website or app to stay informed about upcoming bookings.
6. That it is the sole responsibility of 'SECOND PARTY' to notify 'FIRST PARTY' about any offline bookings taken by on their own. 'SECOND PARTY' will notify such bookings to the 'FIRST PARTY' by means of electronic login to their dashboard on www.rentrip.in or by means of email/support services. No commission shall be charged on these bookings by FIRST PARTY and the purpose is to only streamlining the inventory

management process.

7. That in case vehicle is not available, 'SECOND PARTY' shall block their vehicles from their Dashboard through app or website or by intimating to Dealer support of FIRST PARTY. If vehicles aren't available after the customer's booking, the SECOND PARTY is obligated to pay the FIRST PARTY the full commission with GST and a penal deduction of 10% on every such cases.

8. That the SECOND PARTY is prohibited from directly extending a customer's booking. In such cases, the SECOND PARTY must advise the customer to extend the booking through the FIRST PARTY's website or app. If the customer extends the booking directly through the SECOND PARTY, the SECOND PARTY shall be liable to pay commission plus GST to the FIRST PARTY, along with an additional 20% fine.

9. That it is mandatory for the 'SECOND PARTY' to fulfill the booking once assigned. In the event of cancellation by the 'SECOND PARTY' exceeding more than 5% of the bookings assigned in a period of three months, 'FIRST PARTY' has the right to terminate DEALER'S services without any prior notification.

10. That to ensure the availability of fully functional vehicles at the time of booking, the 'SECOND PARTY' commits to maintaining the serviceability for vehicles. This will be achieved by conducting necessary checks on each vehicle and maintaining records on daily basis by the SECOND PARTY. If servicing of the vehicles falling due between any assign trips, SECOND PARTY will notify the customer for getting the vehicle serviced in any of the authorized workshop and it is the duty of 'SECOND PARTY' that they will reimburse the customer directly on production of the bill. 'SECOND PARTY' also agree to abide by quality guidelines issued by 'FIRST PARTY' from time to time and to achieve the quality standards, SECOND PARTY should get the vehicles serviced on defined intervals by the authorized service center of vehicle's manufacturer.

11. That In case of any conflict between the 'SECOND PARTY' and the customer, the 'SECOND PARTY' should refrain from engaging in direct arguments with the customer. Instead, it is important for the 'SECOND PARTY' to promptly notify the 'FIRST PARTY' dealer support about such occurrences for swift resolution.

12. That 'FIRST PARTY' have complete authority to take the bookings at any price as they deem fit with the help of their Online App/website. SECOND PARTY have option to update their desired seasonal prices on Dealer Dashboard on RenTrip.in. However, it is the sole discretion of FIRST PARTY to accept that request or not.

13. That in order to maintain the good will & trust of the customers of the FIRST PARTY in the market, SECOND PARTY will not rent their rental vehicles to any third party lower than the rates quoted to FIRST PARTY.

14. That SECOND PARTY are not be allowed to charge security deposit on any rented vehicle more than 10% of the ex- showroom value of the vehicle.

15. That SECOND PARTY shall collect and securely store the security deposit and necessary original documents with the customer's written consent and will provide the receipt of the security deposit to the customer, these items will be kept in safe custody. Upon drop-off of the rental vehicles, the SECOND PARTY is responsible for returning the security deposit and original documents to the customer. The SECOND PARTY shall also retain proper proof of deposit return, which will be preserved for a period of six months from the drop-off date.

16. That 'FIRST PARTY', along with its administrators or employees, shall not be held liable for any claims arising from the loss of rental vehicles and their accessories owned by the 'SECOND PARTY. This includes losses caused by theft, accidents, natural calamities, or negligence by any party involved. SECOND PARTY shall put al the efforts to get 'first party Insurance' for vehicles to minimize the losses aforementioned.

17. That in the event of vehicle damage resulting from accidents, natural calamities, or customer negligence, the "SECOND PARTY will be reimbursed up to the amount of the security deposit provided by the customer deposited to either party.However, if the cost of damage exceeds the security deposit, the SECOND PARTY shall be required to file an insurance claim.

18. That SECOND PARTY has to maintain their availability of rental vehicles regularly in real time.SECOND PARTY is obligated to supply authentic images, the registration certificate, insurance papers, and any other necessary legal documents of the vehicle as requested by the FIRST PARTY from time to time.

19. That SECOND PARTY shall grant FIRST PARTY and its agents the right to enter upon the premises of the SECOND PARTY at all time during ordinary business hours for the purpose of conducting inspections; cooperate with FIRST PARTY's representatives in such inspections by rendering such assistance as they may reasonably request to have quality checks on rental vehicles; and, upon notice from FIRST PARTY or its agents, and take such steps as may be necessary immediately to correct the deficiencies detected during any such inspection, including, without limitation, immediately desisting from the further use of rental vehicles, that do not conform with FIRST PARTY's then-current specifications, standards, or requirements.

20. That it is mandatory for the SECOND PARTY to provide the customer the same vehicle which is assigned by FIRST PARTY. In the event of vehicle not being available, SECOND PARTY can provide same or higher class of the vehicle to the customer for no extra charge to the customer. In such cases SECOND PARTY is required to inform FIRST PARTY firstly. In the instances where SECOND PARTY provide higher class of vehicle, a written approval from the customer will be taken at the time of pick up.

21. That SECOND PARTY shall receive late return penalties from the customers as per the rate mentioned on the website of the FIRST PARTY having URL <https://www.rentrip.in/informations/customer-terms-and-conditions> which may be amended time to time and SECOND PARTY is liable to pay commission along with GST to the FIRST PARTY.

22. That FIRST PARTY may waive off security deposits for some of its esteemed customers. The responsibility of FIRST PARTY in such cases shall be limited to the payment to you up to the amount of security deposits on behalf of customer (in case of external damages only).

23. That SECOND PARTY is required to pay all the legal taxes as applicable upon them and provide FIRST PARTY GSTIN if available.

24. The second party is not required to set a kilometers limit for vehicles rented on an hourly basis. However, they can set a minimum limit of 100 km per day for vehicles up to 125cc, a minimum of 250 km per day for vehicles exceeding 125cc, and a minimum of 700 km per week for vehicles exceeding 125cc, & 2000 kms on monthly rental plans. Additionally, SECOND PARTY shall provide their per kms charges to the FIRST PARTY, which would be charged by the FIRST PARTY if customer exceeds their limits of travel.

25. That SECOND PARTY shall provide their correct address from where the customer will pick the motorcycle together with the Latitude and Longitudes in the location section of dealer dashboard.

26. That SECOND PARTY are advised to take and verify the correct documents from the customer as follows-

- Photocopy of Driving License.
- One Original Address proof (Aadhar card, Voter ID, Bank Passbook, Passport or any Govt. ID with address).
- Recording video, taking photographs at the site while pick up and drop.

27. That SECOND PARTY is liable to facilitate customer before his/her booking so that they can get the correct status of the vehicles. It will also help them to reach the pickup location easily.

28. That SECOND PARTY shall maintain a record of authentic images and videos of the vehicles both before delivering them to the customers and after the return of vehicle.

29. That SECOND PARTY should be available at their store location during the time of pickup of vehicles. In case SECOND PARTY is not available, there should any administrator or staff appointed by them who can provide the vehicle on their behalf. Additionally, SECOND PARTY shall provide the contact details of the staff to the FIRST PARTY

30. That it is compulsory for SECOND PARTY to provide a working phone number of their business to enable FIRST PARTY support team to connect with them seamlessly.

31. That customer has every right to check, inspect & test drive the vehicle before taking it. SECOND PARTY are advised to cooperate for the same and if customer doesn't like the vehicle or isn't satisfied with the condition of the vehicle after inspection, FIRST PARTY has the right to initiate the full booking amount refund to the customer overriding any refund policy. In Such cases no commission will be charged by the FIRST PARTY.

32. That SECOND PARTY shall cooperate with the FIRST PARTY in verifying their Aadhar card, PAN number and accurate through an Annual KYC process.

33. That if SECOND PARTY wants to sign an agreement with the customer at the of delivery of the vehicles only to the extent which is not contradictory with the terms and conditions of the FIRST PARTY as mentioned on the website having URL <https://www.rentrip.in/informations/customer-terms-and-conditions> and in cases of contradictions between the terms and conditions of both the parties, FIRST PARTY's terms and conditions shall prevail.

34. That if the second party engages in unfair practices with the first party, such as converting customers referred by the first party into their direct customers, they shall be liable responsible to pay a fine of ₹50,000 along with an immediate forfeiture of their accounts.

35. That it is the responsibility of the SECOND PARTY to display banners, posters and other promotional material provided by RENTRIP from time to time at the place where it is visible to the customers.

36. The onus to have compliance with all applicable National, state and local laws, GST & TDS, regulations and ordinances pertaining to the operation of the Renting Business is on the SECOND PARTY.

37. That upon termination of this Agreement the accounts shall be settled within a period of forty days.

38. That this agreement contains the entire understanding of the parties and cancels and supersedes all prior discussions & agreements between the parties, whether written or oral.

39. That in case of conflict between the parties, jurisdiction of courts of FATEHPUR, STATE OF UTTAR PRADESH, INDIA applicable only.