

MASTER RENTAL AGREEMENT

(the "Agreement")

THIS AGREEMENT is made on _____ 2018

BETWEEN

RENT ALPHA PRIVATE LIMITED, a private company within the meaning of the Companies Act, 2013 ('Act') having its registered office at Unit 501, Wing-D, Lotus Corporate Park, Western Express Highway, Goregaon (East), Mumbai - 400063 (hereinafter referred to as ('Rent Alpha') of the one part

AND

_____, a public company within the meaning of the Act and having its registered office at _____ (hereinafter referred to as ('Renter') of the other part.

IT IS AGREED:

1. Definitions and Interpretation

1.1 **"Agreement"** means this agreement and all schedules thereto including all Rental Schedules completed from time to time.

"Authorised Signatory" means a signatory referred to in Schedule 1.

"Business Day" means any day other than a Saturday, Sunday or public holiday in the city of Mumbai (public holiday for this purpose shall mean a day which is a public holiday for the purpose of Section 25 of the Negotiable Instruments Act, 1881).

"Commencement Date" means the Commencement Date specified in the applicable Rental Schedule.

Initial here

"Equipment" means the equipment described in a Rental Schedule together with any software and manuals supplied with that equipment, and includes any part of that equipment or any substituted equipment.

"Insolvent" means when any liquidator, whether official, provisional or any other liquidator is appointed or when a person is placed under judicial arrangement or administration or is ordered to be wound up (whether officially or provisionally) or becomes subject to any arrangements, assignment or compromise with its creditors or protected from other creditors under any legislation or when a receiver, or manager, administrator, or any other similar officer is appointed or any steps have been taken for any such appointment for all or any properties or assets of such person or any Equipment is levied seized or attached or becomes subject matter of any execution proceedings or is confiscated, appropriated, acquired or requisitioned under any law and without prejudice to the generality hereinabove stated.

- (a) in the case of a company, it shall be deemed to be insolvent (i) if it is unable to pay its debts and is declared insolvent as per the provision of the Insolvency and Bankruptcy Code, 2016; or (ii) if any petition shall have been filed and admitted by a competent court for winding up of the company as per the provision of Section 271 of the Companies Act, 2013; or (iii) if any resolution shall have been passed by any of its creditors or shareholders to wind up the company whether voluntarily, compulsorily, or otherwise; or (iv) the company is declared insolvent under any other Applicable Law for the time being in force.

"Overdue Rate" means interest at the rate of 24% per annum.

"Payment Date" means the fifteenth day of each month of January, April, July and October occurring during the Term.

"Rental Schedule" means a Rental Schedule substantially in the form given in Schedule 2 or such other form that you and we may agree.

"Term" means the rental term referred to in clause 3.1, as extended or varied under clause 17 or clause 22 of this Agreement.

"You" means the Renter described above.

"Tax" means any direct or indirect tax, cess, rate duty service tax, lease tax or any other transaction tax on sale or lease of, or on provision for any goods or services and includes any excise duty, import duty, on import, on export duty export, or any other tax or duty on manufacture, processing or making of any goods or services.

"We" or "us" means Rent Alpha.

1.1 General

In this agreement headings are for convenience of reference only and do not affect interpretation and, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa and masculine includes feminine or neuter gender as the context may require and vice versa.
- (b) a reference to a recital, clause, schedule or annexure is to a recital, clause, schedule or annexure of or to this agreement;
- (c) a recital, schedule or annexure forms part of this agreement;
- (d) a reference to any agreement or document is to that agreement or document (and, where applicable, any of its provisions) as amended, novated, supplemented or replaced from time to time;
- (e) a reference to any party to this agreement or any other document or arrangement includes that party's executors, administrators, substitutes, successors and permitted assigns; and
- (f) if the day on which any act, matter or thing is to be done under or pursuant to this agreement is not a Business Day, that act, matter or thing shall be done on the preceding Business Day.

- (g) If there is an inconsistency in the master rental agreement and the rental schedule the terms of the rental schedule shall prevail.

2. Renting of Equipment

- 2.1 From time to time, you may request us to rent Equipment to you by delivering to us a completed and signed Rental Schedule in duplicate together with a supplier's invoice addressed to us in respect of the Equipment. The Rental Schedule must be signed by an Authorised Signatory on your behalf. You acknowledge that by forwarding a Rental Schedule for acceptance by us, you authorise us to pay the supplier for the Equipment supplied by him.
- 2.2 We may in our absolute discretion either accept or reject your request to rent the Equipment. Our discretion will not be affected should you pre-pay any moneys or take delivery of the Equipment.
- 2.3 If we elect to accept your request, we will indicate our acceptance by signing and returning to you a copy of the Rental Schedule. Upon our signing the Rental Schedule an agreement will come into effect between you and us for the rental of the Equipment referred to in that Rental Schedule on the terms and conditions set out in this Agreement and in that Rental Schedule.
- 2.4 If any Equipment is delivered to you before we accept the Rental Schedule for that Equipment, you must in any event observe the provisions of this Agreement relating to care, insurance and use of that Equipment.

3. Rental Term

- 3.1 In respect of each agreement for rental of Equipment arising under this Agreement, the Term commences on the first Payment Date occurring on or after the Commencement Date and, subject to clauses 17 and 22, continues for the number of months specified in the applicable Rental Schedule.

4. Rent

- 4.1 In respect of each agreement for rental of Equipment arising under this Agreement, you will throughout the Term pay us the rental instalments specified in the applicable Rental Schedule together with an amount equal to all Taxes and any other taxes levied on or with respect to the Equipment and Rent transaction from time to time. All payments in terms of this Agreement shall be made without deductions, set off, adjustment or cross claims of any kind, and shall be free of exchange, bank costs and other charges.
- 4.2 The rental instalments are payable quarterly in advance on each Payment Date.
- 4.3 If the Commencement Date is also not a Payment Date, then:
- (a) you will also rent the Equipment from us for the interim period between the Commencement Date and the first Payment Date (“**Interim Period**”); and
 - (b) on the Commencement Date you will pay to us interim rent for the Interim Period. The interim rent will be equal to one ninetieth of the quarterly rent multiplied by the number of days of the Interim Period.
- 4.4 You will pay the rental instalments by standing instruction for which purpose you will authorise and instruct your bankers to periodically pay the rental amount set out in the applicable Rental Schedule, to our designated account specified in the Rental Schedule.
- 4.5 We may by mutual agreement determine that the Rental Instalments be paid in such other manner from time to time.
- 4.6 Your obligation to pay rent and other moneys under this Agreement is absolute and unconditional irrespective as to the operation non-operation of the Equipment. Without limitation, your payment obligations will continue notwithstanding any defect in, breakdown, accident, loss, theft or damage to or non-delivery of, the Equipment and you shall not be entitled to withhold payment of any Rent even if any Equipment does not function. Except for Tax deductible at source if applicable, Your payment obligations are absolute and are not subject to set-off or reduction for any reason provided that we shall be entitled, in our sole discretion, to set off any amounts which we owe to you from any cause whatsoever against any amount due by you to us under this Agreement.

5. Acquisition of Equipment

- 5.1 You will obtain and accept delivery of each Equipment on our behalf as our agent from the supplier thereof at your expense and, if required, arrange for its installation at your expense.
- 5.2 You acknowledge that:
- (a) you have examined the Equipment before accepting it and have satisfied yourself as to its condition and suitability for your purposes and its compliance with any prescribed safety standards;
 - (b) we have given no representation or warranty regarding the quality, fitness, safety or suitability of the Equipment, and no person is authorised by us to do so;
 - (c) you do not have any title to the Equipment;
 - (d) no agreement or representation has been made by us or by any other person which will entitle you to acquire the Equipment at a later date;
 - (e) you will look to the supplier, and not us, for any collateral warranty you may require in relation to the Equipment;
 - (f) if the Equipment includes software:
 - (i) to the extent we are permitted, we grant you the benefit of any licence or any rights we may have to use the software for the duration of the Term and the Interim Period (if any);
 - (ii) we make no representation about the software and you cannot refuse to pay rental instalments or make any other claim should we not be able to grant rights to use that software or should the software be defective or unsuitable; and
 - (iii) you must return the software to us with the Equipment at the expiration of the Term or upon the earlier termination of this Agreement, as the case may be; and
- 5.3 To the extent legally possible, we assign to you the benefit of all supplier or manufacturer warranties which may be given to us in relation to the Equipment for the duration of the rental of the Equipment in terms of this Agreement. You may not waive any of our rights, as purchaser of the Equipment, as against the supplier, as seller, (in particular warranties of a seller available under the Sale of Goods Act, 1930) and/or as to any other warranty furnished in place of any warranty implied or provided under any law or contract.
- 5.4 You warrant and represent that you have disclosed to us all facts and circumstances material to this Agreement and not known to us, or which

would be reasonably likely to be material to us including, but not limited to facts and circumstances relevant to the purchase price and/or the market value of the Equipment.

6. Use of Equipment

6.1 You will:

- (a) keep the Equipment in good working order and repair and properly operated and serviced;
- (b) not attempt to sell, dispose of, encumber in any way, or part with possession of the Equipment without our prior written consent;
- (c) not alter any identifying markings on the Equipment;
- (d) allow us to inspect the Equipment at any reasonable time upon our first giving you reasonable notice; and
- (e) upon signature of this Agreement, and thereafter from time to time upon any change of premises, or landlord or mortgagee of such premises where the Equipment is kept, notify us in writing of the premises where the Equipment will be kept or installed and of the name and address of every landlord, owner and mortgagee of such premises. You also undertake to notify every such landlord, owner or mortgagee of such premises in writing of our ownership of the Equipment.

6.2 You acknowledge that the Equipment will remain the property of Rent Alpha and/or its successors or assigns, and that you only have the right to use the Equipment. Unless with our prior approval, you further acknowledge and agree that the Equipment will not accede or become permanently attached to any premises or any other property or asset, and that on termination of this Agreement for whatever cause, we shall be entitled to remove the Equipment without compensation to you. You indemnify us against any costs, loss or liability that we may reasonably incur as a result of such removal.

6.3 You shall not, without our prior written approval, install, embed or affix attach the Equipment on or to any immovable property or otherwise fasten permanently to any thing attached to any immovable property so as to make the same as immovable property or properties or as a result of which the Equipment is used for beneficial enjoyment of any immovable property.

7. Insurance

7.1 We undertake, at your option, to procure that the Equipment is insured for an amount equal to its full insurable value against physical loss and damage under an insurance policy with an insurance company selected by us (hereinafter referred to as the "Rent Alpha Insurance Option"). If you elect to take the Rent Alpha Insurance Option you:

- (a) must indicate your election in the appropriate clause of the Rental Schedule;
- (b) acknowledge and understand that the insurance premiums in respect of the policy will be included in the rental instalments specified in the applicable Rental Schedule;
- (c) undertake to notify us immediately upon the happening of an insured event as defined in the terms and conditions of the policy. If any excess becomes due and payable under the policy, you agree to pay the amount of the excess to us on demand; and
- (d) you undertake to agree to abide by the terms and conditions of the policy and not to prejudice our rights thereunder. You agree to indemnify us against any loss that we may incur as a result of your non compliance with the terms and conditions of the policy, a copy of which will be available on request.

7.2 If we indicate in the Rental Schedule that you are required to insure the Equipment, and you do not elect to take the Rent Alpha Insurance Option as set out in 7.1 you must:

- (a) insure and keep that Equipment insured against loss, fire, accident, theft, earthquake and damage for an amount equal to the full insurable value of the Equipment with a reputable insurer approved by us in our name as owner and your name as Renter for our respective interests;
- (b) provide proof to our satisfaction that adequate insurance has been obtained in accordance with the provisions of this Agreement;
- (c) promptly pay all premiums and stamp duty in respect of such insurance and at our request provide proof to our satisfaction that all such premiums and duties have been paid;
- (d) and hereby do, cede to us all your rights to and interest in the insurance policy/policies taken out in respect of the Equipment as security for the performance of your obligations under this Agreement. We shall be entitled to claim and receive all monies payable under the aforementioned insurance policy/policies and to sign all documents on your behalf as may be necessary to recover all amounts payable under the insurance policies, provided that we shall not claim an amount in excess of the value of our interest in that policy.; and
- (e) not do or permit or suffer to be done anything which might prejudice any such insurance.

If you are required to insure the Equipment in terms of this clause 7.2 and you fail to do so to our satisfaction or if you breach any of your other obligations under this clause 7.2, we shall be entitled (but not obliged) and without prejudice to any other rights we may have, to take out any insurance in respect

of the Equipment as we deem fit and you shall immediately pay all our costs and expenses incurred in obtaining such insurance.

8. Lost, stolen or damaged equipment

8.1 If any Equipment is lost, stolen or damaged beyond economic repair you must immediately notify us in writing and at your cost replace that Equipment with equipment of like nature approved by us. Title in respect of such replacement equipment will vest in us from the date on which it is delivered to you and this Agreement will continue with respect to that equipment as if it was the original Equipment. You agree and undertake to accept delivery of such replacement equipment on our behalf with the intention that we will become owner of such equipment. You agree to enter into an amended Rental Schedule recording the replacement equipment.

8.2 Provided you have complied with your obligations under clause 8.1 we will pay to or credit you with the amount of any insurance proceeds which we may receive under clause 7.

9. Essential Terms

9.1 The following terms are fundamental and essential terms:

- (a) that you pay all rental instalments on time;
- (b) that you keep the Equipment insured as set out in clause 7;
- (c) that you do not cease or threaten to cease carrying on the business;
- (d) that you do not become Insolvent or commit an act of insolvency as defined in the Insolvency and Bankruptcy Code, 2016 or in the Provincial Insolvency Act, 1920 or in the Presidency Towns Insolvency Act, 1909 as applicable; and
- (e) that you do not attempt to sell, dispose of, encumber or part with possession of the Equipment in any way without our written consent.

9.2 In no event we will be liable to pay any Taxes or other taxes or any other amount payable on any Rent this Agreement or this transaction.

9.3 You will be deemed to have repudiated this Agreement if you breach any of the essential terms referred to in clause 9.1.

9.4 Subject to compliance with clause 9.1 and 10.1, you shall have absolute control and possession of the Equipment for the Rental Term.

10. Default

10.1 An event of default shall be deemed to occur if:

- (a) you do not perform on time any of your obligations under this Agreement, other than any of the essential terms referred to in clause 9.1;
- (b) if any representation or warranty made by you in connection with this Agreement is found to be materially incorrect or misleading;
- (c) you fail to pay an indebtedness in terms of a final judgment or court order; or
- (d) you commit a material breach under any rental schedule(s), of whatsoever nature, concluded between you and us.
- (e) there is any change in the control or constitution or majority ownership of the Renter without our prior written consent or if the renter is merged or amalgamated with any other entity or undergoes any other reorganization that results in any change in the ownership, constitution or legal status of the renter;
- (f) there is any transfer or assignment by the renter of all or any part of its business that involves the Equipment or any transfer or assignment of the contracts relating to the Equipment.

11. Termination

11.1 We may give you notice terminating the renting of all Equipment then being rented under this Agreement, or in our sole discretion only with respect to the Equipment being rented in terms of a particular Rental Schedule, if there is a breach of any essential term specified in clause 9.1.

11.2 We may also give you notice terminating the rental of all Equipment then being rented under this Agreement or in our sole discretion only the Equipment the subject of a particular Rental Schedule if an event of default as set out in clause 10.1 occurs and, where that default is capable of remedy, you do not remedy that default within ten (10) Business Days of notice from us to you to do so.

11.3 If we terminate the renting of any Equipment under clause 11.1 or 11.2, you must immediately:

- (a) return the Equipment to us at a place specified by us;
- (b) pay to us all moneys then due and payable under this Agreement;
- (c) pay to us as liquidated damages equal to the aggregate amount of all future rentals payable under this Agreement.
- (d) pay to us any early repayment or other break costs incurred by us or a secured or financing party or the owner of the Equipment in pre-paying any funding arrangements in connection with the purchase and renting of the Equipment to you.

- 11.4 Any termination of this Agreement and any payment by you does not affect any other rights we have under this Agreement or law or otherwise.
- 11.5 Except as aforesaid neither this Agreement nor any Rental Agreement shall be terminated by either party.

12. Exclusion of Warranties

- 12.1 To the full extent permitted by law, all express and implied terms, conditions and warranties (other than the ones set out in this Agreement) are excluded by us.
- 12.2 We are not liable for any damage, injury or loss to any person or property arising from the possession, operation or use of the Equipment.

13. Return of Equipment

- 13.1 At the expiration or earlier termination of the renting of the Equipment you will at your expense deliver the Equipment in good working order and condition, packed and crated in a similar manner as originally supplied, to our nominated place.
- 13.2 The Equipment will not be regarded as returned, unless (where applicable) it is decommissioned in accordance with the original manufacturer's specifications by an authorised person and appropriate certificates have been supplied, and it is returned in accordance with the requirements set out in this Agreement.
- 13.3 If it is not possible for you to return the Equipment to us in accordance with the provisions of this Agreement then you must immediately at the expiration or earlier termination of the renting of the Equipment in terms of this Agreement and at your cost deliver to us replacement equipment approved by us and of a similar nature to the Equipment.
- 13.4 In circumstances where we terminate for non-payment of rental installments by you, we shall also, at our option and in addition to claiming the liquidated damages be entitled to, dismantle and remove the Equipment from the place where it shall have been kept and take away therefrom (including by our servants and agents entering upon any land, building or premises where the Equipment is or where we or our agents or servants reasonably suspect the Equipment is and detaching or dismantling the Equipment from any part of the freehold to which it may be affixed) and sell the Equipment by at the prevailing open market price and for that purpose, we shall have right to enter into any premises where such equipment is located subject to receiving permission from the owner or occupant of the premises where the Equipment is located. You shall provide all reasonable assistance in obtaining permission as aforesaid and shall pay all reasonable costs and expenses incurred by us in exercising or attempting to exercise our rights to remove the Equipment as aforesaid.

14. Costs, Duties, Charges and Commissions

14.1 You must pay or reimburse us for:

- (a) All Taxes and all other, taxes, cess, dues and duties payable in connection with this Agreement and the transaction contemplated hereby or in connection with any payment, receipt or other transaction arising under this Agreement; and
- (b) any costs, including attorney and own client costs and all taxes incurred by your breach of this Agreement

15. Maintenance Charges

15.1 If any maintenance or warranty charges for the Equipment have been included in the rental instalments, you acknowledge that:

- (a) you have given us a direction to pay the maintenance provider and to include such charges in the Rental instalments;
- (b) we are not responsible for the maintenance of the Equipment; and
- (c) any failure or breach on the part of the maintenance provider will not in any way release you from your obligation to pay the Rental installments and observe your other obligations under this Agreement.

16. Indemnities

16.1 You indemnify us against:

- (a) any loss of or damage to the Equipment, however arising;
- (b) any loss which we may suffer as a result of any representation or warranty made by you in connection with this Agreement being found to be materially incorrect or misleading;
- (c) liability for any death, injury or damage to any person or property arising directly or indirectly from the Equipment or its use;
- (d) any claim for breach of intellectual property rights arising in connection with the Equipment or its use;
- (e) any loss or liability incurred by us resulting from possession, use or operation of the Equipment by you; and
- (f) any liability which we may incur under any tax legislation by reason of the use of the Equipment for any purpose other than as stated by you to us;

provided that such loss, damage, claim or liability is not due to our negligence. Each indemnity in this clause 16.1 is a separate and independent obligation and continues after termination of this Agreement.

17. End of Term

- 17.1 At the conclusion of the Term, you may either return the Equipment or request us under clause 22 to agree to extend the Term or vary the Equipment rented. You must in either case give us written notice of your intention at least 120 Business Days prior to the expiry of this Agreement. If you do not give us written notice within the above-mentioned period you agree that, unless we otherwise notify you in writing, the Term will be automatically extended for a further term of twelve (12) months based on average rent for the Term. All other terms and conditions remain unchanged.
- 17.2 If you give us notice under clause 17.1 that you will be returning the Equipment then you must deliver the Equipment to us on the expiry of the Term in accordance with clause 13. If you do not do so, the Term will be automatically extended for a further term of twelve (12) months based on average rent for the Term. All other terms and conditions remain unchanged.

18. Overdue Payments

- 18.1 In respect of any amount due but unpaid you must pay to us on demand interest at the Overdue Rate calculated on a daily basis compounded monthly.

19. Confidentiality

- 19.1 Both parties must each keep confidential all information about each other which is in its nature confidential and which comes into either party's possession.
- 19.2 Neither party is permitted to disclose any confidential information about the other without the consent of the other unless:
 - (a) that information has become publicly available; or
 - (b) disclosure is required by law; or
 - (c) disclosure is to any other party providing finance or assuming any credit risk or participating in the funding of the Equipment or this Agreement
 - (d) the disclosure takes place pursuant to clause 26.

20. Financial Information

- 20.1 You undertake at our request to submit annual audited financial statements and/or interim financial statements to us or to direct us to the relevant website where that information can be inspected. If the Renter is a company then the annual financial statements must be independently audited.

21. Representations and warranties by the Renter

- 21.1 You represent and warrant that there are no pending or threatened investigations, litigation or proceedings affecting you that (a) may have a

material adverse effect on your business, condition (financial or otherwise) or on the results of your operations, or your ability to perform your obligations under this Agreement; and/or (b) purports to effect the legality, validity or enforceability of this Agreement.

- 21.2 You represent and warrant that the Rental installments payable in terms of this Agreement are deductible from your income. Even if the same are not deductible you shall be liable to pay the same.
- 21.3 The warranties and representations, unless otherwise stated in respect of any warranty, (in which case the specified date or period will apply) are given as at the date of signing of this Agreement and on the date of signature of each Rental Schedule from time to time and for the entire period between those dates.

22. Miscellaneous

- 22.1 We may in our absolute discretion agree to a request by you to vary any terms of this Agreement or a Rental Schedule, including a variation of the Term or of the Equipment rented.
- 22.2 No variation of this Agreement or waiver of any right under this Agreement will be effective unless it is recorded in writing and signed by or on behalf of yourselves and ourselves.
- 22.3 This Agreement constitutes the whole agreement between the parties with regard to the subject matter hereof, and you waive the right to rely on any alleged express provision not contained herein.
- 22.4 No relaxation or indulgence that we may grant you shall be deemed to be a waiver of any of our rights in terms of this Agreement.
- 22.5 A certificate signed by any of our directors or managers for the time being (whose status, authority and signature need not be proved) setting out the amount owing by you to us in terms of this Agreement shall be prima facie proof of the facts stated therein and shall be sufficient for all legal proceedings including summary judgement, requests for particulars and discovery procedures.

23. Severance

- 23.1 If any provision of this Agreement is or becomes illegal, invalid or unenforceable, such provision shall be severed and the remaining provisions shall continue unaffected.

24. Governing Law and Jurisdiction

- 24.1 This Agreement shall be governed by and construed in accordance with laws of India

24.2 We both agree to submit to the exclusive jurisdiction of the Courts in the City of Mumbai. However, if all the parties including any Assignee with whom any dispute as to the payment of Rent may have arisen, so agree, they may resolve their dispute by arbitration, in which case each party to the dispute shall appoint an arbitrator and the arbitrators so appointed shall together appoint one or more arbitrators so that the arbitrators shall always be in odd number. In the event of a vacancy caused in the office of the arbitrator, the party or the arbitrators, as the case may be, who shall have appointed such arbitrator shall appoint a substitute arbitrator in that vacancy. However if such party or the arbitrator do not supply the vacancy within 60 days after the vacancy shall have been caused, an institution or a person designated by the Chief Justice of the High Court of Bombay, shall supply such vacancy. Arbitration proceedings shall be conducted in the City of Mumbai. The award given by the majority of arbitrators shall be final conclusive and binding upon the parties. The High Court of Judicature at Bombay shall be the arbitration court for the purpose of Arbitration and Conciliation Act, 1996. This clause shall survive the expiration or the termination this Agreement.

25. Waiver

25.1 No waiver by us of any default, breach or repudiation by you will affect our rights in respect of any further or continuing default, breach or repudiation.

26. Assignment and Agency

26.1 We may sell or assign either absolutely or by way of security all or any of our rights and/or obligations under this Agreement and/or to the Equipment to any other person. Upon such assignment you acknowledge that:

- (a) we shall be entitled to transfer all Renter related information to such person; and
- (b) where applicable, you will recognise the person as the new owner of the Equipment and that you will hold the Equipment on behalf of the person subject to the terms and conditions of this Agreement.

26.2 You shall not assign any of your obligations or rights hereunder to a third party.

27. Business Day

If the day on which anything to be done is not a Business Day, then:

- (a) if it involves a payment other than a payment which is due on demand, it shall be done by close of business on the preceding Business Day; and
- (b) in all other cases, it shall be done no later than by close of business on the next Business Day.

28. Notices

- 28.1 The parties choose the following addresses as the address at which they will accept service of any notice or legal proceedings and for all other purposes in connection with this Agreement. In the case of Rent Alpha notices must be marked for the attention of a director of Rent Alpha.

Rent Alpha Pvt. Ltd: Unit 501, Wing - D,
 Lotus Corporate Park,
 Western Express Highway,
 Goregaon (East),
 Mumbai - 400063
 Maharashtra

Phone: 022 – 6173 7600

Facsimile: 022 – 6173 7699

The Renter:

- 28.2 Notices may be hand delivered, sent by pre-paid registered mail or by facsimile.
- 28.3 Notices sent by pre-paid registered mail will be taken to be received on the 7th Business Day after posting, and notices sent by facsimile will be taken to be received on production of a transmission report from the transmitting machine indicating a successful transmission of the facsimile.

29. Blanks and Corrections

- 29.1 You authorise us to complete any blank spaces in a Rental Schedule relating to the Commencement Date and the serial numbers and other identification of the Equipment. You also authorise us to rectify any manifest errors contained in a Rental Schedule. We undertake to give you written notice of any rectifications made to a Rental Schedule and of any blank spaces completed in a Rental Schedule in terms of this clause, and to send you a copy of the completed and/or corrected Rental Schedule.

Signed at _____ on _____ 2018

for and on behalf of [RENTER]

Capacity:.....

Name (printed):.....

Witness

Name (printed):.....

Signed at _____ on _____ 2018

for and on behalf of RENT ALPHA PRIVATE LIMITED

Capacity:.....

Name (printed):.....

Witness

Name (printed):.....

SCHEDULE 1

The following persons are Authorised Signatories of the Renter for all purposes arising in connection with this Agreement, including but not limited to, the signing of Rental Schedules from time to time and for all purposes arising in connection with the payment of the Rental Installments referred to in clause 4 of the Agreement:

1. The persons listed below:-

1.1 Name

Title/Position

Specimen Signature

1.2 Name

Title/Position

Specimen Signature

1.3 Name

Title/Position

Specimen Signature

1.4 Name

Title/Position

Specimen Signature

2. Such other persons whose names and specimen signatures are advised in writing by the Renter from time to time.

3. Any person for the time being holding or being held out as holding any of the following positions

1. _____ 2. _____ 3. _____

4. _____ 5. _____ 6. _____

**SCHEDULE 2
RENTAL SCHEDULE NO.**

RENTAL SCHEDULE BETWEEN:

(1) **RENT ALPHA PRIVATE LIMITED** (“Rent Alpha”);

and

(2) _____ (“the Renter”).

1. The Renter and Rent Alpha are parties to a Master Rental Agreement dated _____.
2. Capitalised terms which are defined in the Master Rental Agreement have the same meanings when used in this Rental Schedule.
3. You offer to rent from us the Equipment described below. We agree to rent the Equipment to you at the rental and for the period set out below and subject to the terms and conditions of the Master Rental Agreement.

(a)

Equipment:	
-------------------	--

(b)

Term:	Months
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(c)

Rental Instalments	Rs.	Payable quarterly on each Payment date
Taxes	As Applicable	
Total	Rs.	

In accordance with clause 4 of the Master Rental Agreement you hereby instruct and authorise us to draw against your bank account, the current details of which are:

Bank:	Branch:	Account No.:
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(or any other bank or branch to which you may transfer your account) the amount of the quarterly rental instalments and any other amounts due to us by you in terms of the Rental Agreement.

(d)

Commencement Date:	
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4.

Insurance Required:	Yes
To be done by Renter	Yes

Initial here

- 5. **Prior Delivery:** If the above mentioned Equipment is delivered to you before we accept this Rental Schedule, you must in any event observe the provisions of the Rental Agreement relating to care, insurance and use of that Equipment as if the rental Agreement were applicable thereto.

- 6. **Authority:** You irrevocably acknowledge and agree that the forwarding of this Rental Schedule for acceptance by us shall constitute an irrevocable authority to us to pay the supplier of the Equipment referred to in this Rental Schedule in order for us to procure that Equipment.

Signed on _____

For and on behalf of _____ **[RENTER]**

Authorized Signatory :
Name :
Title :
Witness :

ACCEPTED BY RENT ALPHA PRIVATE LIMITED:

Authorized Signatory :
Name :
Title :
Dated :

Witness :