



SHALINI CABS PRIVATE LIMITED

Office: 5/1, Gr.floor New Valbhav C.h.s , Uttam Angre Marg,
Charai Tembhi Naka, Thane (West) 400601. Thane Maharashtra India.
Email id shalinicabs@shalinicabs.com. Website : www.shalinicabs.com
CIN No : U63030MH2022PTC385955

PRIVACY POLICY



SHALINI CABS PARTNER

TERMS & CONDITIONS

These terms & conditions are legally binding between the person downloading the app or accessing the website and " SHALINICABS PRIVATE LIMITED" which operates from its registered office located at: NEW VAIBHAV.C.H.S, UTTAM ANGRE MARG, CHARAI, TEMBHINAKA THANE (WEST) 400601.

By downloading the application or accessing the website you shall be giving consent to defined Terms & Conditions & will be bound by existing Information technology Act 2000 / 2008 & Rules defined and other law as applicable in India.

Acceptance of the General Terms and Conditions and Privacy Policy is mandatory in order to use services provided by SHALINI CABS PRIVATE LIMITED. The use of services provided by SHALINI CABS PRIVATE LIMITED implies/denotes full acceptance of the General Terms and Conditions and privacy policy.

- 1) The Service Provider confirms that Shalini cabs does not own or in any way control the vehicles used by a passenger or any driver rendering the said service/s to the passenger/customer, whether reemployed by the Service Provider or not. Shalini cabs shall not be held liable or responsible in any manner whatsoever for any insufficiency or deficiency of service rendered by the Service Provider to the passenger;
- 2) All bookings made through Shalini cabs Call Center, may attract an additional ' Convenience Charge'.
- 3) Shalini cabs disclaims and shall disclaim all representations and warranties to the passenger, of any kind, whether express or implied as to condition, suitability, quality, merchantability and fitness for any purposes in respect of any and all the cabs of the Service Provider that are used by the passengers as a part of the service offered by Shalini cabs.



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- 4) Without prejudice to the above, Shalini cabs makes and shall make no representation or warranty to the passenger that:
- A. the service of Shalini cabs will meet the passenger's requirements;
 - b. The service provided by Shalini cabs will be uninterrupted, timely, secure, or error-free.
- 5) .Shalini cabs shall not be responsible or liable for any loss or damage, how so ever caused or suffered by the Service Provider arising out of the use of the service offered by Shalini cabs or due to the failure of Shalini cabs to provide services to the passenger for any reason whatsoever including but not limited to any passengers' non-compliance with the services offered by Shalini cabs, which includes, but is not limited to any incorrectly placed voice instructions, malfunction, partial or total failure of any network terminal, data processing system, computer tale transmission or telecommunications system or other circumstances whether or not beyond the control of Shalini cabs or any person or any organization involved in the above mentioned systems. The Service provider shall also be liable to Shalini cabs for any loss caused to Shalini cabs due to the negligence of the Service Provider and/or his appointed operators/contractors and or any unlawful act or commission in the performance of the services. Without prejudice to the above, Shalini cabs shall not be liable for any direct or indirect loss or damage, which may be suffered by the Service Provider as a result of any failure by a passenger to show up with in any stipulated time even if Shalini cabs has agreed to such timing or even if the passenger has advised Shalini cabs of the possibility that he/she may not show up with in the stipulated time.
- 6) The required services may be carried out by the Service Provider either directly or through their appointed contractors/operators. However, the services provided through Shalini cabs' technology platform shall be of highest quality as per industry standards and in accordance and requirements of Shalini cabs. The Service Provider shall be liable to Shalini cabs for any loss caused due to negligence of the Service Provider and/or his appointed operators/contractors in the performance of the services.
- 7) The Service Provider shall indemnify Shalini cabs from and against and in respect of any or all liabilities, losses, charges and expenses (including legal fees and costs on a full indemnity basis) claims ,demands ,actions and proceedings, which Shalini cabs may incur or sustain directly or indirectly from any breach by Service Provider of its obligations hereunder or any breach of Service Provider's representations and warranties, or by any reason, or in relation to the provision or proposed provision of the services by Service Provider and Service Provider shall forthwith pay all such sums forthwith on demand by Shalini cabs in writing.



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- 8) Shalini cabs here by represents that it is authorized to use the location-based information provided by any of the telecommunication companies when a passenger uses the mobile phone to access the service offered by Shalini cabs. The location-based information will be used only to facilitate and improve the probability of locating a cab for the passenger.
- 9). Shalini cabs shall be titled to disclose to all companies within its group, or any of its authorized chauffeurs that the Service Provider hires ,or any government body as maybe required by law or by any official directive or request from such government body or any third party through a court process or other official agency, the particulars of a passenger in the possession of Shalini cabs in any way as Shalini cabs, in its absolute discretion, deems fit or if it considers it in its interests to do so.
- 10) The Service Provider shall ensure comprehensive insurance including without limitation insurance of vehicles, driver, and passenger etc. .to meet any accidental eventuality etc. and the Hirer shall not be liable for anything whatsoever.
- 11)All calls made by passengers, or on their behalf to Shaline Cabs call center, shall be recorded by Shaline cabs or any other agency designated by Shalini cabs, for quality and training purposes.
- 12)The Service Provider shall furnish all the details about its drivers as per Attachment B for security reasons and ensure that drivers are registered with Shalini cabs.
- 13) Shalini cabs maximum liability to Service Provider in any event, which includes any failure by Shalini cabs under this Agreement, shall be restricted and limited to a maximum amount of INR200 (Indian Rupees Two Hundred Only)in the aggregate during the Term



Mob.: +91 9323000111

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C. SESSION DEFINITION & REQUIREMENTS

- 1) "Session" is the period in which a vehicle(s) will be made available by the Service Provider exclusively through the Shalini cabs technology platform, to fulfill bookings received on Shalini cabs technology platforms.
- 2) The minimum "session" duration will be for 12 hours or till the last duty, whichever is later.
- 3) There is no limit on the maximum number of vehicles that can be logged on to Shalini cabs technology platform under the said provision but a prior confirmation is to be provided by the Service Provider to Shalini cabs as to the number of vehicles he wants to register under the said provision
- 4) The Service Provider Business guarantees depend upon contract agreement sign by Shalini cabs & service provider on Terms & conditions...
- 5) The session shall be registered by calling the call center executives at Shalini cabs Dispatch Centre on **8291008681** and logging to the driver mobile app, which will be recorded for quality & future purpose.
- 6) Once Vehicle & Driver is confirmed for a session by Shalini cabs, the driver has to login during the start of a session for any breach of the same "Zero Tolerance Policy" as defined in Clause no .F. Will be implemented.
- 7) A Login Session may not start from the same location each time.
- 8) For any vehicle that logs into consecutive sessions in a day, the last drop location of a session can be considered as the reporting location of the subsequent session .No payment will be made for any travel to garage between the consecutive sessions that a vehicle logs into in the same day.



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Here referred to as "Shalinicabs Pvt Ltd"

(The context or meaning of any expression would be inconsistent with the context to include their successors, delegates and permitted assignments).

GENERAL TERMS & CONDITIONS

WHEREAS the Shalinicabs Pvt Ltd ("SHALINICABS") is an aggregator operator. The Shalinicabs Pvt Ltd for the operation of App Based Taxi Cabs on the terms and conditions set out herein.

WHEREAS Shalinicabs Pvt Ltd is an operator an App Based Taxi service has approach to Maharashtra State Government as an Aggregator.in Mumbai Cities. Aggregator & Service Provider as to follow **Central Government Cab aggregator guidelines 2020**.

If Maharashtra state Government bring state Cab aggregator Policy 2022 both aggregator & service Provider has to follow as Per Guidelines of Maharashtra government

Service Provider is a Cab Operator in between us there will be "No Malik kamgar" relationship there will be a contract agreement on principal to principal bases. The base of business with Service Provider is contract agreement with Shalinicabs Pvt Ltd. The service provider & Shalinicabs Pvt Ltd. business is based on a contract of agreement. **All Terms and Condition is Applicable to his driver as Per Central Government guidelines 2020.**

1. All Central Government Aggregator 2020 rules will not violate both Shalinicabs Private Limited and Service Provider.
2. Service Providers, prior to On-boarding of such Service Providers:
 - (a) The Service Provider should hold a valid proof of identity being an Aadhaar Card & Pan card.
 - (b) The Service Provider shall be holder of a driving license **LMV CAB, LMV TR, or Trans** to drive the relevant vehicle and a **Taxi badge**. Valid by Maharashtra Transport Department.
 - (c) The Service Provider shall have a minimum driving experience of 2 years.in case of the driving experience being less than 2 years, the Service Provider shall undertake a Service Provider training facilitated by the Aggregator for a period of 15 days prior to On-boarding. This shall be in addition to the induction Training Programmed.



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(d) The Service Provider shall be a holder of KYC compliant bank account or holder of Jan-Dan account under the Pradhan Mantra Jan-Dan Yojana, in accordance with the norms prescribed by Reserve Bank of India.

(e) The Service Provider of the vehicle shall not have been convicted within the past 3 year, for the offence of driving under the influence of drugs or alcohol, or any cognizable offence under the Code of Criminal Procedure, '1973 or the Indian Penal Code, 1860 (as may be applicable) including fraud, sexual offences, use of a motor vehicle to commit a cognizable offence, a crime involving property damage or theft, acts of violence, or acts of terror.

(f) Complete police verification of the identity of the Service Provider and his antecedents with a written record of such verification prior to fifteen days of on boarding. For facilitation of the same, the police authorities' shall be provided access to the Aggregator's Application Programming interface (API) by the Aggregator. Subsequent to such verification, the police authorities shall grant certificate of good moral character without any criminal record, to the Service Provider.

(g) Shalini cabs Execution of a valid enforceable Service Provider Contract with the relevant

Service Provider in English and the language understood by the Service Provider, specifying all necessary terms and conditions applicable for On-boarding of vehicle and Operating vehicles therein.

3. Service Provider & Driver before Boarding has to pass induction Training programmed

(1) Compliance with Clause 6, 7, 8 and 9 of Central Government aggregator Guidelines 2020 of these Guidelines;

(2) Arrangement of a driving test facility with a simulator to test the driving ability of the concerned Service Provider with respect to the vehicle to be on boarded or outsource it to an authorized third party, and a set-up for conducting induction Training programmed.

Explanation: induction Training programmed refers to a compulsory (5) five-day training programmed for cumulated thirty (30) hours conducted by the Aggregator prior to the commencement of on-boarding of vehicle, either independently or by Liaoning with a professional institution for providing course compliant with National Skills Qualifications Framework (NSFQ). The broad details of the course shall be made available online for information of citizens. The course shall include but not be limited to apprising, educating and training the Service Providers:



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- (a) To efficiently use the Aggregator app;
 - (b) On the provisions under the Motor Vehicles Act, 1988 and rules thereunder;
 - (c) On road safety and first responder training for six (6) hours out of the total Thirty (30) hours mentioned above;
 - (d) On careful driving;
 - (e) On motor vehicle maintenance;
 - (f) On maintenance of health and hygiene;
 - (g) On fuel efficient driving;
 - (h) On familiarization with the routes in the Area of Operation;
 - (i) on the terms and conditions of the contract between the Service Provider and the aggregator;
 - (j) On gender sensitization and safety of women and girl child.
- (3) The Aggregator shall be responsible to ensure that Service Providers who have been integrated with the Aggregator prior to the implementation of these Guidelines undergo the induction Training programmed as mentioned above.

4. Compliances with regard to vehicles:

The following compliances with regard to a vehicle shall be ensured by Service Provider at his own Cost Before integration with **SHALINICABS PVT LTD.**

- (1) Valid registration of the vehicle;
- (2) Valid permit, as may be applicable;
- (3) Valid fitness certificate as obtained under the Act;
- (4) Requisite placement of the registration mark displayed in English and the figures in Arabic numerals displayed in such form and manner as specified in the Rules;
- (5) Valid third-party insurance;
- (6) Valid Pollution under Control (PUC) certificate;
- (7) Compliance with emission norms of BS IV or above for motor cab and BS III or above for other vehicles;
- (8) Fuel norms; Clean Fuel Petrol, Cng, Electric Car.
- (9) Updated payment of applicable taxes and other dues;
- (10) Clearance of pending e-challans applicable to the vehicle prior to integration Of such vehicle;
- (11) Fitment of a AIS 140 Certified Vehicle Tracking and Monitoring System with panic buttons relevant for a Public Service vehicle, as specified by the ministry of Road Transport & Highways, which shall be connected to the control room of the Aggregator;
- (12) Mobile Should be in the center of Dashboard to Display Customer.
- (13) Placement of a fire extinguisher;
- (14) Disabled child lock mechanism;
- (15) Enabled manual override for the central locking system;
- (16) Display inside the vehicle, containing vehicle permit (as applicable) and copy of the Service Provider's driving license. The display shall be placed on the side of the passenger seat next to the Service Provider in such manner as shall be clearly visible to the passengers in the concerned vehicle.



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(17) Fitment of 'TAXI' roof sign visible from the front and rear on LMV, in Compliance with Automotive industry Standards (AI5) or any such standard specified.

(18) In Car there should be Music System for Customer.

5. Facility to Driver

- a. The service provider will wear the Shalinicabs Pvt. Ltd. uniform under the Shalinicabs Pvt. Ltd. brand and a pair of uniforms in a year will be provided free of cost by Shalinicabs Pvt Ltd.
- b. The Service Provider shall undergo a complete medical examination, including eye check-up, by a hospital or medical institution prescribed by the Aggregator. Costs for such medical check-up shall be borne by the Shalinicabs.
- c. Every Year 5lakhs a health insurance for each Service Provider integrated with the Shalinicabs Pvt Ltd. and increased by 5% each year.
- d. Every Year 10 lakhs a Term insurance for each Service Provider integrated with the Shalinicabs Pvt Ltd. and increased by 5% each year.
- e. Whenever petrol & Cng Price hike Shalinicabs Pvt Ltd will Increase Rate of Service Provider.
- f. Shalinicabs Pvt Ltd will not Increase 10%service charge for 5 years.
- g. After 10 hours Duty of service provider home Location nearest to nearest garage will try to give duty Home Location to Service Provider.
- h. For Driver Grievance a committee will be appoint from Shalinicabs Service provider to get service provider Justice.
- i. Car Branding Advertize Fund will be Donate to Driver Welfare.
- j. In Future Free Towing Facility in Mumbai M.M.R.D.A. Region.
- k. In Future Reasonable Garage Mechanical Rate .and Credit Facility to Service Vendor.
- P. R.T.O Paper work Minimum Rate no Profit No Loss.
- Q. In Future to Purchase Electric Car Shalinicabs will Help Service Provider to get Loan from Government Scheme with Subside Facility.



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6. SHALINICABS RULE & REGULATION

- 1) Keep Car in Network
- 2) Keep Car Clean & Sanitize
- 3) Before Start Duty keep Our Self Neat Clean & Well Groomed
- 4) Mobile Should Not Less Than 50% Charging. Keep Mobile in Stand & Display to Customer. Always connect with Charger.
- 5) Customer Calling Use Separate Mobile To Call.
- 6) Keep Extra Charger For Customer Multiple Charger.
- 7) Keep Cng/petrol /diesel Tank Full before Start Duty.
Check tire air pressure and stepney tire & jack
- 8) Keep Mineral Water & Tissue Paper in Car.
Doesn't keep Use Bottle & Empty Bottle in Car.
- 9) Keep Car First aid Box and omitting Bag back side Of Seat.
- 10) Accept all Booking and enter your duty in Duty slip all Instruction.
- 11) Doesn't Give Customer Miss Call.
- 12) As Soon As Got Duty Call Customer introduce your Self I am Talking
SHALINICABS Chauffeur I got your Duty this is your pickup Time I will reach
15 Minutes before Your Boarding Time.
- 13) As soon as Reach customer location click Reach Button
- 14) Please Reach Customer Location before 15 Time & wait for customer
15 Minutes after 15 minutes. Call to us on 8291008681 and Follow our instruction.
- 15) Before Boarding Check Self Temperature & Show to Customer & Check Customer
Temperature & sanitize
- 16) Before Boarding to Customer Greeting to Customer well come to SHALINICABS.
While end Duty Please Check Your Luggage 🧳 Greeting Have a nice Day,
Good night. & Thank for Using SHALINICABS.
- 17) To Keep Luggage in Dickey Help To customer. Before start Journey Take
signature on The Duty Slip and After Dropping ask for Feedback in Duty Slip.
- 18) While On duty driving with Customer Doesn't Talk on Mobile.
- 19) On line payment will transfer after 36 Hrs. on working days.



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ZERO TOLERANCE POLICY			
Zero Tolerance Policy -Level1*			
Sr. #	Breach Cases	Breach	Fine
1	Being Greedy: Driver shall not proactively ask for 'tips' from the Customer. Driver shall not hassle the customer for change.	Warning would be given	COMPLAIN IN UNION
2	Wasting Customer's Time: Driver shall not stop the vehicle for filling fueling between the journeys. Driver shall not make any personal stops during the journey.	Warning would be given	COMPLAIN IN UNION
3	Personal hygiene: Driver shall wear neat Shalinicabs uniform & badge at all times during duty hour.	Warning would be given	COMPLAIN IN UNION
4	Customer Service: Driver shall greet customers both at pickup and drop. Driver shall manage the luggage (both at pick-up and drop point).	Warning would be given	COMPLAIN IN UNION
5	Car Cleanliness: Driver shall keep the car and dashboard clean. Service Provider shall ensure that he makes the cab available for field audit within 2 days' time period from such breach. Till then no bookings shall be provided to the Service Provider and the car will be marked as "Dispatch Audit Fail".	Warning would be given	COMPLAIN IN UNION
6	Disturbing Customer: Driver shall not play loud music (above mid-level of the stereo) or music through any kind of earphone device. Driver shall avoid honking, unless necessary. Driver shall not proactively chat with customer or get personal.	Warning would be given	COMPLAIN IN UNION



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7	<p>No Smoking/Tobacco/Pan Masala /Food Item:</p> <p>Driver shall not smoke inside the car. Driver shall not chew any macula or chewing gum or any other food item.</p>	Warning would be given	COMPLAIN IN UNION
8	<p>The Service Provider shall ensure that the Driver has adequate change with him so that at all times he is in the position to return the balance amount to the Customer.</p>	Warning would be given	COMPLAIN IN UNION
9	<p>The Driver should not make any fake calls or give Any missed calls to the Customer's contact number. The Driver should only give a call to the Customer, informing the Customer about the arrival of the cab at the destination.</p>	Warning would be given	COMPLAIN IN UNION
10	<p>The Service Provider shall ensure that the Drivers are well versed with the routes.</p> <p>The Driver shall not take any long route when there is another short route known to him for Reaching the destination. The Drivers are not expected to halt at several places during the journey due to shale neck of knowledge of the routes.</p>	Warning would be given	COMPLAIN IN UNION
11	<p>Delay In Pick-Up:</p> <p>Driver should reach the pickup point before time (before 15min). Driver must intimate the customer that he has reached at the pick-up location</p>	Warning would be given	COMPLAIN IN UNION
12	<p>Not contactable: Driver should keep his mobile 'ON' during his duty hour she should receive the every call of the customer. Driver should not make any deliberate attempt to park the car in 'non-network' area while the customer</p>	Warning would be given	COMPLAIN IN UNION
13	<p>Car Branding: Shalinicabs Sticker, if any, on the car should not be removed</p>	Warning would be given once, for second or any subsequent complaint in The same quarter a fine would be Charged	COMPLAIN IN UNION



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***In case any one or more than one breach is repeated more than four times by the Driver in one month, the "Breach Consequences" applicable title situations mentioned under "Level3" shall be applicable**

ZeroTolerancePolicy-Level2**

Sr. #	Breach Cases	Breach Consequences	Fine
1	Rude Behavior: Driver shall not under any circumstance argue with the customer/use bad words/raise his voice to ne while talking to the customer.Driver should follow the instructions given by customer as well as by Shalinicabs Cal center.	Warning shall be given and a fine shall be imposed	COMPLAIN IN UNION
2	Mobile Phone Usage Driver shall not use mobile phones while driving, neither directly nor indirectly through Bluetooth, hands free, speakerphone etc.	Warning would be given once, for second or any subsequent complaint a fine would be charged	COMPLAIN IN UNION
3	Reporting Vishalinetion: Driver shall not lie about vehicle's position to the Shalinicabs' representative.Driver shall not report KM's wrongly.Driver shall provide opening and closing readings of the odometer on time.	Warning would be given once and for second or any subsequent complaint a fine of INR 1000 would be charged.	COMPLAIN IN UNION
4	Rash Driving: Driver shall not exceed the speed limit of:50Kmsperhour within the city;60 Kmsper hour on state highways; and 80Kms perhour on National highways.If any other speed limits prescribed for any road which is lower than the speed limits specified in (I), (ii) and (iii) above, the driver shall follow the said prescribed lower speed limits. Driver should not apply sudden breaks and should not take sharp turns that may give jerks to the customer	Warning would be given once, for second or any subsequent complaint a fine would be charged	COMPLAIN IN UNION
5	Driving License (DL) & Other RTO Documents: While on duty hours with Shalinicabs, it is mandatory to keep DL and all relevant RTO impacting papers (T-permit, PUC, Insurance and RC).	Warning would be given	COMPLAIN IN UNION



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6	While on Shalinicabs duty hours, driver should not Sleep in the car.	Warning would be given	COMPLAIN IN UNION
7	Driver shall not reject the booking on his own at the time of allotment under any circumstances (Unless permitted by Shalinicabs)	Warning would be given	COMPLAIN IN UNION
8	Driver shall not reject or report for the duty once He has accepted the duty and logged in and shall not switch off his mobile under any circumstances.	Warning would be given once, for second or any subsequent complaint in The same quarter a fine would be Charged	COMPLAIN IN UNION
9	Missing luggage: Driver should handover the luggage or bags to the office, if the customer has mistakenly left any luggage in his cab or he should call to the customer and inform him that he has forgotten his belonging in the cabs.	Warning would be given If found that the driver/Service Provider has intentionally not returned the luggage ,the agreement shall be terminated with immediate effect along with fine	COMPLAIN IN UNION
10	Device Misuse: Service Provider and Driver shall ensure that the device provided by the company shall not be misused in anyways.	Warning shall be given and a fine shall be imposed on Service Provider to pay a minimum flat amount of INR 1500/- Or the cost incurred over and above the SIM plan per city whichever is higher.	COMPLAIN IN UNION
11	Driver lying or completing service in bad-faith: Driver should follow the best and shortest possible route to reach the destination. Driver should not misrepresent or misguide the routes or duty slips to increase the fare. Driver should not lie about position or report KM's Wrongly. Driver should not provide wrong information or lie about car & device working status.	Warning would be given once along with the fine, for any subsequent event, if found guilty the agreement shall be terminated with immediate effect.	COMPLAIN IN UNION
12	Traffic Rules: Drivers shall obey all traffic rules including traffic signals. Driver shall keep all statutory documents (insurance documents, vehicle registration book/card and PUC Certificate) at all times Driver shall wear seat belt all the time while driving.	Warning would be given once, for second or any subsequent complaint in The same quarter a fine would be Charged	COMPLAIN IN UNION



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****In case any one or more than one breach is repeated more than four times by the Driver, the “Breach Consequences” applicable to the situations mentioned under “Level3” shall be applicable.**

Zero Tolerance Policy -Level3

Sr. #	Breach Cases	Breach Consequences	Fine
1	Drunken Driving: Driver shall not drink and drive.		COMPLAIN IN UNION
2	Abusive driver: Driver should not do anything like abusing the lady customer, talking to customer or any such behavior which shall make the customer feel uncomfortable during journey.	Driver would be suspended immediately. Contract would stand null and void. Driver and Service Provider will have to come to office to gather, explain the situation. Driver would have to undergo driver training Again before is in grain stated Payments for all the outstanding bills will be kept on hold and will be settled only after assessing estimated loss by Shalinicabs due to the breach.	COMPLAIN IN UNION
3	Rude behavior /Customer inconvenience: Driver should not ask the customer to get down from his vehicle in the middle of the journey even if any misunderstand in go verbal fights happen between the customer and the driver .If his vehicle gets breakdown he himself should call to the Shaline office and make arrangement for another vehicle at any cost for the customer and drop the customer to the drop location		COMPLAIN IN UNION
4	Extra Ordinary Circumstances: Any instance of driver’s behavior that directly or indirectly impacts the Company’s “Brand Image”.		COMPLAIN IN UNION



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ANNEXURE 2 Fines and penalties

TABLE: I

Sr. No.	Category A- DSE Deviation's "Fines and Penalties"	Penalty Amount		
		1 st Instance	2 nd instance	3 rd instance
1	Without Uniform, shoes not worn, Not shaved	Warning	Warning	Suspension
2	DSE found driving with Non AC on job	Warning	Warning	Suspension
3	Did not report lost item of customer was in the car, If established	Warning	Warning	Suspension
4	Halted for refueling while the customer was in the vehicle	Warning	Warning	Suspension
5	Did not respond on mobile / without Mobile phone/ Kept the mobile in switched off mode	Warning	Warning	Suspension
6	Did not respond to broadcast message	Warning	Warning	Suspension
7	Was not clear Well groomed or was shabbily Dressed (No clean uniform, Buttons open, wrinkled uniform)	Warning	Warning	Suspension
8	Mobile usage with or without hands free while driving	Warning	Warning	Suspension
9	Charged customer for luggage	Warning	Warning	Suspension
10	Refused to pick up passengers/ accept Call center booking / to take print out of metered fare receipt	Warning	Warning	Suspension
11	Overloading of passengers/goods	Warning	Warning	Suspension
12	Pledge Card not worn/ displayed	Warning	Warning	Suspension
13	Used foul / arrogant language with customer	Warning	Warning	Suspension
14	Did not provide print receipt to the customer	Warning	Warning	Suspension
15	Drive found over speeding or driving rashly	Warning	Warning	Suspension
16	DSE misbehaved with field Executive	Warning	Warning	Suspension
17	Drive refused airport pick-up	Warning	Warning	Suspension
18	Drive refused to accept payment by card or voucher	Warning	Warning	Suspension
19	Taking vehicle out of defined city limits without prior permission from respective Branch Head	Warning	Warning	Suspension



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20	DSE started the meter before reaching the customers location.	Warning	Warning	Suspension
21	No Driving license / license expired	Warning	Warning	Suspension
22	Not informing the Shalinecabs Pvt Ltd of expiry of valid license.	Warning	Warning	Suspension
23	Loss of car key	Warning	Warning	Suspension
24	Refusing to attend scheduled training	Warning	Warning	Suspension
25	Car unclean from outside / inside	Warning	Warning	Suspension
26	Car stinking / smelling from inside / food stains etc.	Warning	Warning	Suspension
27	Eating in the Vehicle / consumption of Pan or Gutkha / smoking in the vehicle	Warning	Warning	Suspension
28	Cheated customer by overcharging	Warning	Suspension	
29	Take Customer through long route without customer permission	Warning	Suspension	
30	Did not show up for pick-up	Warning	Suspension	
31	Took print out on an accepted job	Warning	Suspension	
32	Solicited / found doing non allocated job	Warning	Suspension	
33	Refused short trip allotted by the cell-Centre	Warning	Suspension	
34	DSE found drunk on duty	Suspension		
35	Cheated the Shalinecabs Pvt Ltd by submitting duplicate or fraudulent CTVs / privilege vouchers / discount coupons	Suspension		
36	Carrying out / participating in illegal activity inside the vehicle	Suspension		
37	Physical confrontation with customer / Shalinecabs Pvt Ltd personnel	Suspension		
38	Possession of illegal material in the vehicle such as drugs, arms etc.	Suspension		
39	Instigating other DSE Entrepreneurs or DSEs against the Shalinecabs Pvt Ltd and stopping work	Suspension		
40	Recovery of pending dues (if collected by the Shalinecabs Pvt Ltd Collection Agent)- per Transaction	Warning		

Note: Repetition of more than 3 instances of above 1 to 6 can be liable for termination



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TABLE: II

Sr. No.	Category B- Cab Deviation's "Timelines and penalties"	Assigned Timeline	Penalty after assigned time passed		
			1 st instance	2 nd Instance	3 rd Instance
1	Minor damage/scratches to 1 or more body panels	10 days	Warning	Warning	Suspension
2	Wiper blade damage. Glass crack, Belt noise, Headlamp/ Tail lamp crack , rear view & wing Mirrors missing/ damaged, bringing stickers damaged, taped or nylon ropes used to tie parts	Within 48hrs	Warning	Warning	Suspension
3	Major damages to 2 or less body panels (Dent more than 25mm)	6 days	Warning	Warning	Suspension
4	Interior & Exterior appearance	2 days	Warning	Warning	Suspension
5	Car unclean from outside / inside	Immediate	Warning	Warning	Suspension
6	Car stinking / smelling from inside	Immediate	Warning	Warning	Suspension
7	Fitted Extra Accessories not authorized.	1 day	Warning	Warning	Suspension
8	Tyre condition	2 day	Warning	Suspension	
9	Clutch shuddering/slipping, Suspension, Wheel /Axel noise	4 day	Warning	Suspension	
10	Major damages to more than 3 body panels (Dent more than 25mm)	4 day	Suspension		
11	Brake failure, Ac operation oil leakage, Battery fail, overheating	1 day	Suspension		
12	Vehicle required documents missing, expired	Immediate	Suspension		
13	Internal Damage to car/ accessory/ fitting/ parts	1 day	Suspension		
14	Damaged or faulty functioning or missing of G.P.S/GPRS, PANIC BUTTON	1 day	Suspension		

Note: Repetition of more the 3 instances of above 1 to 7 can be liable for termination



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Sr. No	Category c – Liable for Termination
1	Carrying passengers without meter switched on
2	Meter / /GPRS G.P.S tempering
3	Overcharging customers
4	Pilferage of fuel / consumables /parts/accessories
5	Use / possession of abusive substance /illegal material while on duty (narcotics/liquor /any material which impairs mental faculty / ammunition /flammable substance
6	Handover car /car keys to any unauthorized person
7	Use of threatening /abusive language with customer
8	Accident due to DSE negligence
9	Misconduct with customer
10	Loss or damage to any the Shalinicabs Pvt Ltd' s property (including car) by DSE
11	Non-payment of contract amount for 3 consecutive days
12	Non –adherence of service schedules & other service policies
13	Carrying out private trips of the passengers
14	For violating permit limit / conditions



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ANNEXURE-3 Quality Standards

Policy name :	DSE entrepreneur quality policy for QAC	Version :
Policy owner:	QA head & chief operating officer	
Effective date:		

OBJECTIVE:

To define the quality standards to be maintained by the DSE D.S.E entrepreneur in respects of DSE's personal grooming, customer service, vehicle's maintenance & adherence to rules & regulations of the Shalinicabs Pvt Ltd.

To lay down the policy for the inspection of DSE D.S.E entrepreneur's & verify adherence to set quality standards

To lay down the policy for QA standards & actions to be taken against the DSE D.S.E entrepreneur or DSE wherever deviations are observed.

Policy:

Quality standards

The DSE standards

The DSE D.S.E entrepreneur will be deemed to be guilty of deviating from quality standards if he commits any of the violations listed in

ANNEXURE2

Monitoring, inspection & reporting of quality standards

The Shalinicabs Pvt Ltd will monitor adherence to quality standards & identify deviations therein, through the following channels:

Inspection by enforcement team: inspection as per the quality standards on field

Inspection by QA field team: bi-monthly scheduled inspection at Shalini designated workshop/ stock yard

Call center: receive/ record, forward customer in respect of customer services.

In case of any deviation observed during inspection, the Shalinicabs Pvt Ltd representative will issue a Memo to the DSE CONTRACT Entrepreneur which will mention the full description of deviation noticed and also the time period for rectification (in case of vehicle deviation)



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QA Process

Any deviation by the DSE contract Entrepreneur from the Quality Standards will attract penal action, depending on the deviation level (as stipulated in ANNEXURE 2).

The deviation level will automatically change to next higher level on the occurrence of the same type of complaint for the same DSE/vehicle and applicable penal action will be taken by the QA team.

The DSE contract Entrepreneur will be solely responsible to pay all penalties levied by transport authorities for violation of any traffic regulations.

For serious deviations observed as below the vehicle will not be allowed to ply.

A/c not working

Brake failure

Major body dents (more than 25mm) in 4 panels.

Device like Mobile G.P.S, meter not functional.

Insurance, fitness, PUC or any other regulatory requirement expired not fulfilled.

For specific instance as given below, a black-list process will be auctioned by QA manger and intimate legal and facilitation team to take necessary action.

Criminal activities

Sexual assault

Physical assault

Drug Handling/dealing

GPS, G.P.S, Meter Panic, Button tampering

Prior to black-listing QA-Manger will investigate & sign of will be taken from branch manger



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SCHEDULE "A"

1. In the event the D.S.E is not a registered DSE with the Shalinicabs Pvt Ltd, the DSE shall pay a nonrefundable training and administration fee of Rs. 2500/- (Rupees Two Thousand only) at the time of enrolment for training and related matters as set out herein.
 - 1.1 In the event a fresh DSE D.S.E, not being a DSE and holding valid driving license and App Based taxi badge wishes to be a registered DSE with the Shalinicabs Pvt Ltd to act as a substitute / replacement DSE of the registered Shalinicabs Pvt Ltd DSE, then he shall be charged with a onetime training fees of Rs. 2500/- (Rupees Two Thousand Five Hundred only) and on successful completion of the 4 training, he shall be entitled as registered DSE with the Shalinicabs Pvt Ltd.
- 2 **Obligations of DSE**
 - 2.1. The DSE shall pay all money to the Shalinicabs Pvt Ltd as per this Agreement, without deduction or set off in the manner contemplated in this Agreement.
 - 2.2. Bring the App Based taxi to the designated workshop of the Shalinicabs Pvt Ltd to enable the Shalinicabs Pvt Ltd to ensure that the App Based taxi is compliant with Quality Standards prescribed by the Shalinicabs Pvt Ltd.
 - 2.3. Operate and ensure that he operates the App Based taxi properly and safely at all times in accordance with regulations and instructions as may be prescribed by the Shalinicabs Pvt Ltd and the appropriate law from time to time.
 - 2.4. At all times hold a valid and current effective driving license to drive and operate the App Based taxi and prominently display the Shalinicabs Pvt Ltd identity card.
 - 2.5. Notify the Shalinicabs Pvt Ltd immediately of any suspension or revocation of the DSE's driving license.
 - 2.6. Not permit any third party to drive or operate the App Based taxi, except that he may permit any other person who is registered and trained as a DSE by the Shalinicabs Pvt Ltd for driving a shaline branded App Based taxi and subject to obtaining a prior written confirmation from the Shalinicabs Pvt Ltd.
 - 2.7. Attend all training programs prior to commencing the playing of the App Based taxis and during the continuation of this Agreement with the Shalinicabs Pvt Ltd, as required by the Shalinicabs Pvt Ltd from time to time.
 - 2.8. Maintain neat and proper attire and appearance and good personal hygiene in accordance with the standards specified by the Shalinicabs Pvt Ltd while operating the App Based taxi.



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- 2.9. Pay to the appropriate authorities and indemnify the Shalinicabs Pvt Ltd against all fines, penalties and liabilities imposed on the Shalinicabs Pvt Ltd or arising out of, or in respect of, any noncompliance or contravention of any transport, traffic or other law or regulation regarding the operation of the App Based taxi, together with any cost or expense relating thereto incurred by the Shalinicabs Pvt Ltd.
- 2.10. Not sell, transfer, hypothecate, pledge, assign, license, let on hire or otherwise dispose of or part with possession (except to the extent the D.S.E employs a Shalinicabs Pvt Ltd registered D.S.E to drive the App Based taxi) of any App Based taxi or any equipment or component therein or charge the benefit of this Agreement nor attempt, cause or purport to do so.
- 2.11. Not create, permit or suffer or cause to be created over the App Based taxi any charge, lien, pledge or other security interest or encumbrance whatsoever and howsoever created or arising, nor to permit or suffer the App Based taxi to be the subject of or threatened by any form of execution or distress.
- 2.12. Take all necessary steps at his own expense to retain and recover possession and control of the App Based taxi if the contract loses possession or control of the App Based taxi.
- 2.13. Not to display or affix any advertisement or labels inside or outside the App Based taxi other than those displayed affixed with the Shalinicabs Pvt Ltd' s prior written consent and/or authority and to bring the App Based taxi to the premises identified by the Shalinicabs Pvt Ltd for the purpose of affixing or changing any advertisement affixed by the Shalinicabs Pvt Ltd on the App Based taxi and also ensure that advertisements or labels inside or outside the App Based taxi displayed affixed by the Shalinicabs Pvt Ltd are properly displayed / affixed and the same are in good condition.
- 2.14. Notify the Shalinicabs Pvt Ltd of any change in the DSE address in writing within 7 days of any change in the address given by the DSE at the time of signing this Agreement.
- 2.15. Upon request by the Shalinicabs Pvt Ltd inform the Shalinicabs Pvt Ltd of the whereabouts of the App Based taxi.
- 2.16. Pay for the expenses and perform all obligations with respect to the App Based taxi and its operations as specifically set out herein.
- 2.17. Present the App Based taxi to the maintenance agent appointed by the Shalinicabs Pvt Ltd to check, among other things, the kilometers covered by the App Based taxi, roadworthiness and condition of equipment.



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- 2.18. Keeping accurate records of servicing of the App Based taxi.
- 2.19. Maintaining a regular log of customers and other details in relation to the daily plying of the App Based taxi and any other requirements as and when instructed by the Shalinicabs Pvt Ltd to do so.
- 2.20. Display the Shalinicabs Pvt Ltd Badge during the operation of the App Based taxi.
- 2.21. Arranging for the regular servicing and maintenance of the App Based taxi as provided herein.
- 2.22. The DSE has to arrange for the App Based taxi to undergo vehicle inspections to the extent required by any applicable law or regulation prior to the date on which a vehicle inspection certificate is first required or (as the case may be) before the expiry date of the last such certificate.
- 2.23. Report all accidents involving the App Based taxi in accordance with the Shalinicabs Pvt Ltd accident reporting procedures.
- 2.24. Maintain a vehicle log book in respect of the App Based taxi and record in it times and mileage traveled by the DSE.
- 2.25. Not to use or permit the App Based taxi to be used or operated in a manner contrary to any statutory provision or regulation or applicable law.
- 2.26. To observe and comply with all rules, regulations or directives, applicable from time to time, made by Shalinicabs Pvt Ltd authorities and/or the Shalinicabs Pvt Ltd, as the case may be, relating to the use and operation of the App Based taxi and forthwith to comply with all summons and penalties; pay all fines arising out of any breach thereof.
- 2.27. Not use the Shalinicabs Pvt Ltd' s logos, copyrights, service marks or trademarks (whether registered or otherwise) or trade names or any derivatives thereof in any manner or for any purpose whatsoever, nor use any logo, mark or name that may be confusingly similar to the Shalinicabs Pvt Ltd' s logos, trademarks or trade names without the prior written consent of the Shalinicabs Pvt Ltd, it being clearly understood that Shalinicabs Pvt Ltd may in its absolute discretion decline to give such consent without assigning any reason.
- 2.28. Not use, cause or permit the App Based taxi to be used, for any other purpose which is not permissible under the condition of the permit or expressly provided under the Carriage Act, 1865, or for which it is not expressly designed for. Further, the DSE shall not use or permit the App Based taxi to be used for hire, driving tuition, towing, racing or pace making or for competing in any rally or for any other form of motor sport or for any other illegal purposes whatsoever.



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- 2.29. Without the prior written consent of the Shalinicabs Pvt Ltd effect any modification including but not limited to mechanical or other modifications to the App Based taxi, make any alterations or additions, fit any towing equipment or other equipment or accessories or nonstandard tires or remove any parts, equipment's' or other accessories from the App Based taxi. For any additions, alterations or modifications which may be made to the App Based taxi without the Shalinicabs Pvt Ltd consent, the DSE shall reimburse the Shalinicabs Pvt Ltd for all costs and expenses incurred by the Shalinicabs Pvt Ltd for the purpose of restoring the App Based taxi to its original condition.
- 2.30. Not without the prior written approval of the Shalinicabs Pvt Ltd remove, obscure, deface, alter or interfere with (I) any identification marks, plates, notice affixed to the App Based taxi; (ii) the paint work, livery or body work of the App Based taxi nor add or erect any painting, signed writing, lettering or advertising to or on the App Based taxi nor attempt or purport to do so or permit the same to be done by any other person.
- 2.31. Ensure that the App Based taxi is made available for operation as an App Based taxi for all hours that are required of the DSE as informed by the Shalinicabs Pvt Ltd from time to time.
- 2.32. The DSE shall take full responsibility to maintain his uniforms as prescribed by the Shalinicabs Pvt Ltd from time to time in best condition. Any damage / loss will have to be borne by him at actual cost.
- 2.33. Not tamper or try to tamper with the Equipment, the App Based taxi or any documents pertaining to the App Based taxi.
- 2.34. Not conduct himself in a manner prejudicial to the Shalinicabs Pvt Ltd reputation or interest.

3. Other Terms and Conditions of App Based taxi Subscription

- 3.1. Upon delivery of the App Based taxi by the Shalinicabs Pvt Ltd to the DSE, shall acknowledge the receipt of the App Based taxi in the form set out in Annexure1.
- 3.2. The DSE hereby acknowledges that he is entering into this agreement with the Shalinicabs Pvt Ltd on a principal to principal basis and the provisions of the Motor Transport Workers Act 1961 or any other labor and/or employment related legislations would not apply to the DSE.



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- 3.3. The Parties agree that the very nature of the business and provision for travel and transport service by the DSE to customers is such that the Shalinicabs Pvt Ltd cannot exercise material supervision and control on the DSE in conduct of his business and the non-material and insignificant supervision and control envisaged under this Agreement, that may appear to be exercised by the Shalinicabs Pvt Ltd over the DSE is primarily designed.
- 3.4. To protect and build the reputation and goodwill of the "SHALINICABS" Trade Mark and Copyright by endeavoring to provide not only a high quality service but also ensure consistency in the same;
- 3.5. To ensure reliable, prompt, courteous and efficient App Based taxi service to customers;
- 3.6. To protect the safety and security of the customers who may avail of the service from DSE,
- 3.7. To protect the assets of the Shalinicabs Pvt Ltd and to minimize risk of claims from customers/third parties, etc.
- 3.8. The Parties agree that inadequacy of revenues or collection from the App Based taxi shall not be a ground for not fulfilling the obligations under this Agreement.

4. Obligations of the Shalinicabs Pvt Ltd

The Shalinicabs Pvt Ltd shall during the continuance of this Agreement:

- 4.1. Provide a quality, refurbished App Based taxi to the DSE enrolled under the Scheme, the receipt of which is acknowledged by the DSE by providing the declaration in Annexure 1;
- 4.2. Provide the training program to the DSE, which training program shall be mandatory;

5. Equipment

- 5.1. Upon the request of the Shalinicabs Pvt Ltd, the DSE shall allow the Shalinicabs Pvt Ltd or any person authorized by the Shalinicabs Pvt Ltd, at any time, to have access to the App Based taxi and the premises where the App Based taxi is available for the purpose of installing, modifying, servicing, replacing or configuring communications or other equipment including without limitation wireless App Based set, mobile communication terminal, car stereo, App Based antennae, App Based phone system, App Based taxi dispatch system, or another equipment or advertisement (the "Equipment") in the App Based taxi.



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5.2. The DSE shall be responsible for maintaining the App Based taxi and all Equipment in good working condition and shall use such Equipment only in the manner directed by the Shalinicabs Pvt Ltd from time to time.

6. Compliance with Quality Standards

6.1. The DSE shall be responsible for compliance with the following Quality Standards (“Quality Standards”) prescribed by the Shalinicabs Pvt Ltd:

- 6.1.1. Quality Standards for DSEs
- 6.1.2. Quality Standards for Vehicle
- 6.1.3. Quality Standards for Customer Service

6.2. The Shalinicabs Pvt Ltd shall have the right, in accordance with its internal procedures, to monitor the DSE to ensure his compliance with the Quality Standards.

6.3. In the event of any deviation with the Quality Standards on part of the DSE, the Shalinicabs Pvt Ltd may issue a written notice to the DSE, setting out the details of such deviation.

6.4. The Shalinicabs Pvt Ltd may levy penalty for noncompliance with the Quality Standards at the rates prescribed in Annexure 2

7. Insurance, Damage and Loss

7.1. The DSE shall comply with all the conditions of the insurance policies taken by the Shalinicabs Pvt Ltd in respect of the App Based taxi including without limitation all the insurance conditions, which are to be complied with by the Shalinicabs Pvt Ltd. A copy of the said insurance policy obtained by the Shalinicabs Pvt Ltd shall be provided to the DSE at the date of execution of this Agreement.

7.2. The DSE shall not do or cause to be done anything or permit or suffer anything to be done which may endanger or render void or voidable any insurance policy issued in respect of the App Based taxi.

7.3. Notwithstanding what is contained in this agreement; the DSE shall inform the Shalinicabs Pvt Ltd immediately in the event the App Based taxi or any part thereof suffers damage, arising out of any cause whatsoever, and the Shalinicabs Pvt Ltd and/or its insurers shall thereupon inspect the App Based taxi before it is allowed to be repaired.



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- 7.4. In the event of fire, theft or accident resulting in damage to or loss of the App Based taxi (other than on account of Force Majeure), or in the event a claim is made in respect of death, bodily injury or damage to any property suffered by any person (including the DSE) caused due to negligence of the DSE, the DSE shall bear and pay the balance of the amount of the claim or loss. Depending on the nature and magnitude of damage caused to the App Based taxi, the Shalinicabs Pvt Ltd may, at its sole discretion, decide to claim the damages from the insurance the Shalinicabs Pvt Ltd. In the event that the Shalinicabs Pvt Ltd does not claim the damages from the insurance the Shalinicabs Pvt Ltd, and/or the aforesaid claim is not completely Covered by the relevant insurance policy, any differential amount of loss or claim shall be Borne by the DSE The amount of loss or claim that is to be borne by the DSE shall be debited from his fix monthly pay by the Shalinicabs Pvt Ltd and in addition the Shalinicabs Pvt Ltd shall have the right to levy any fines or make any deductions in accordance with Annexure 2.
- 7.5. In the event the App Based taxi or any of its parts, equipment, accessories etc. is lost, stolen, destroyed or damaged by the negligence or wrongful act of a third party, the DSE shall notify the Shalinicabs Pvt Ltd and its insurers thereof immediately of such event arising and shall not compromise any claim without the consent of the Shalinicabs Pvt Ltd and its insurers. The DSE shall allow the Shalinicabs Pvt Ltd and its insurers, at the Shalinicabs Pvt Ltd' s sole discretion, to take over conduct of any negotiations and/or proceedings with the Insurer (except in relation to claims of the DSE for personal injury, loss of use of the App Based taxi or loss of or damage to the property of DSE unconnected with the App Based taxi) and shall, if required by the Shalinicabs Pvt Ltd, (at the Shalinicabs Pvt Ltd' s expense), take such proceedings in the DSE name or jointly with the Shalinicabs Pvt Ltd and/or its insurers, providing all information and assistance as the Shalinicabs Pvt Ltd and/or its insurers may reasonably require.
- 7.6. In the event of damage caused to the App Based taxi as a result of an accident and if such accident is a result of the DSE failure to maintain the App Based taxi in good and serviceable repair and condition or as a result of driving the App Based taxi under influence of alcohol or drugs (or any other substance that would impair or affect a person's ability to properly drive) on the part of the DSE or as a result of negligence or improper use of the App Based taxi by the DSE or as a result of any other breach of this Agreement, or any other agreement, arrangement or understanding, or instructions given from time to time by the Shalinicabs Pvt Ltd, to the DSE, then the cost of repairs to the App Based taxi shall be borne entirely by the DSE.
- 7.7. Any costs and expenses to be borne by the DSE under this Schedule A shall be paid directly to the Shalinicabs Pvt Ltd.
- 7.8. "Force Majeure" as used in this Schedule A means flood, fire, earthquake, elements of nature or acts of God, strikes, riots, terror attacks, security threats or any other cause beyond the reasonable control of such Party.



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8. Intellectual Property

- 8.1. The DSE acknowledges that the Shalinicabs Pvt Ltd is the owner of the Trade Mark and Copyright “**SHALINICABS**” (the “**Trade Mark**”) and that nothing in this Agreement or otherwise, shall constitute an assignment of the said Trade Mark, or any title or interest in or to the said Trade Mark, or affect in any way the ownership of the Shalinicabs Pvt Ltd in the Trade Mark.
- 8.2. The DSE acknowledges that he holds no ownership in the Trade Mark and that he shall not (save and except as provided in clause 3 below), whether during or after the termination of this Agreement:
- 8.2.1. Acquire any rights in or register or attempt to register, at any time, in any country of the world the Trade Mark or any other trademark, domain name, corporate name or trade name comprising, imitating or confusingly similar to the Trade Mark either during the term of this Agreement or thereafter; or
- 8.2.2. Harm, misuse or bring the Trade Mark to disrepute.
- 8.2.3. The DSE, by virtue of this Agreement and during the subsistence of this Agreement, shall have a non-exclusive license to use the Trade Marks/Copyrights of the Shalinicabs Pvt Ltd to the extent these have been applied to the App Based taxi, his uniform and other related stationery e.g. receipt book etc. This license will be coterminous with this Agreement. The use of Trade Marks/ Copyrights etc. by the DSE as a licensee shall be deemed to be use by the Shalinicabs Pvt Ltd and the benefit of such use shall ensure to benefit of the Shalinicabs Pvt Ltd exclusively.

9. Miscellaneous

- 9.1 During the term of this Agreement, the App Based taxi shall at times remain the property of the Shalinicabs Pvt Ltd and the DSE shall have no rights to the App Based taxi other than as a DSE, and the DSE shall not do or permit or cause to be done any matter or thing whereby the rights of the Shalinicabs Pvt Ltd in respect of the App Based taxi are or may be or having the effect of being prejudicially affected.



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- 9.2. In the event of any dispute/difference or question between the parties out of or in connection with this Agreement, the parties shall first endeavor to settle such differences, disputes, claims or questions by friendly consultation & failing such settlement, the same shall be referred to a sole arbitrator to be appointed by the Shalinicabs Pvt Ltd. Such arbitration shall in accordance with the arbitration & conciliation Act, 1996 or any amendment there to for the time being in force & shall be conducted in English language.
- 9.3 Although the Shalinicabs Pvt Ltd shall use all reasonable endeavors to discharge its obligations under this Agreement in a prompt & efficient manner, it shall not be responsible for any failure or delay caused by circumstances due to force majeure. The DSE may be required to return the App Based taxi to the Shalinicabs Pvt Ltd in the event of a force majeure or at such times as may be required by the Shalinicabs Pvt Ltd.
- 9.4 This agreement & all rights & obligations hereunder, are personal to the DSE shall not assign or attempt to assign any such rights or obligations to any such rights or any third party without the prior written consent of the Shalinicabs Pvt Ltd .
- 9.5 No forbearance, delay, indulgence or relaxation on the part of the Shalinicabs Pvt Ltd shown or granted to the DSE, in respect of any of the provisions of this agreement, shall in any way diminish restrict or prejudice the rights or powers of the Shalinicabs Pvt Ltd under this agreement or operate as or be deemed to be a waiver of any breach by the DSE, as may be the case, of the terms & conditions of this agreement (or under any other agreement, arrangement).
- 9.6 No right or remedy herein conferred upon or reserved to the Shalinicabs Pvt Ltd shall exclude any other right or remedy provided under applicable law the DSE hereby waives all & any future claims & rights of set-off against any installment of contractor any payment due hereunder & agrees to pay contract & other amounts hereunder without any deduction or with holding, set-off or cross-claim on the part of the DSE against the Shalinicabs Pvt Ltd.
- 9.7 Nothing in this agreement shall constitute or be deemed to constitute the DSE as an agent, partner or employee of the Shalinicabs Pvt Ltd & the DSE shall not take any action to hold himself out as having any relationship with the Shalinicabs Pvt Ltd other than as a DSE shall hold harmless shall indemnify the Shalinicabs Pvt Ltd against any & all losses, damages, costs & expenses suffered as a result of a breach of the terms conditions contained herein.



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- 9.8. All notices under this agreement shall be provided in writing to the address of the parties written above.
- 9.9 This agreement along with all schedules, annexure etc. together supersedes all prior representations, arrangements & understandings between the parties relating to the subject matter hereof & as expressly provided herein, is intended by the parties to be complete & exclusive statement of the terms & conditions of this agreement.
- 9.10 Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition & unenforceability, without invalidating the remaining provisions hereof & such remaining shall continue in full force & effect.
- 9.11 The DSE expressly acknowledges & accepts that the Shalinicabs Pvt Ltd shall be entitled to amend or vary the terms of this agreement at any time by intimating the DSE by serving a 7days' notice in writing. Any such amendment or variation shall be notified by the Shalinicabs Pvt Ltd to the DSE as shall take effect from the date specified in such notice.
- 9.12 A Hindi, Marathi translation of the entire text of this of this agreement is attached as annexure-4 & forms part of the agreement. While utmost care has been exercised in translating the text of this agreement from English to other Indian vernacular languages in the event of a variation in the meaning of the English version & the vernacular language version, the English version will prevail.
- 9.14 This agreement shall be governed by & construed in accordance with the laws of India & subject to clause on Arbitration above, the courts of the Mumbai shall have exclusive jurisdiction in relation to any matters arising out of or connected to this agreement.
- 9.15 Amendments to this agreement, if any, will be only if made in writing & signed by both practice/usage that may evolve at variation will not override the express stipulations of this agreement & the Shalinicabs Pvt Ltd & the DSE will always be bound by the terms of this agreement.

The Parties shall follow all terms and conditions as specified in **Schedule A** in relation to the operation of the App Based taxi. For the avoidance of doubt, **Schedule A** shall form an integral part of this Agreement and the Agreement and **Schedule A** shall be read as containing the understanding between the Parties in relation to the operation of the App Based taxi.



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B. ARBITRATION, DISPUTE SETTLEMENT & JURISDICTION

1. Any disputes or difference s arising out of or pertaining to this Agreement, shall first be mutually resolved by the parties through amicable discussions, failing which through a sole arbitrator having summary powers, appointed by the statutory auditors of Hirer, arbitration proceedings of which shall be conducted in Mumbai in English language in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and /or any amendments thereto.
2. Any Disputes /difference not being the subject matter of such Arbitration proceedings shall be subject to the jurisdiction of the Courts of law at Mumbai Shaline cabs shall be entitled to add to, vary or amend any or all of these terms and conditions at any time and Service Provider shall be bound by such addition, variation or amendment once such addition, variation or amendment are incorporated into these Terms and Conditions or at Shalinicabs website at **Error! Hyperlink reference not valid**. Or on the date that Shalinicabs may indicate that such addition, variation or amendment is to come into effect.
3. Any disputes arising from or connected here with shall be subject to the exclusive jurisdiction of the competent courts at Mumbai.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS

NOW THIS AGREEMENT by the Parties witnesses the following:

1. For all purposes, the Parties agree that the above App Based taxi is under the contract and is the property of the Shalinicabs Pvt Ltd and **DSE**, under this Agreement the App Based taxi is registered in the name of the Shalinicabs Pvt Ltd under the applicable Motor Vehicles Act, 1988 and the Shalinicabs Pvt Ltd holds all applicable licenses/permissions for operation of the vehicle as an App Based taxi.
2. This Agreement shall commence from ("**Effective Date**") and shall remain valid for a period of ____ months from the Effective Date, unless terminated earlier in accordance with Schedule A. The Agreement shall automatically terminate at the end of the said period of ____ (months) years unless expressly renewed by both Parties in writing. Further, this Agreement cannot be terminated by either Party during a period of ____ **months**. From the Effective Date ("**Lock in Period**").
3. The **DSE** will participate in all training programs carried out by the Shalinicabs Pvt Ltd to determine his eligibility as a full time **DSE** of the App Based taxi and consequent refresher trainings at regular intervals as the Shalinicabs Pvt Ltd deems fit.



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WHEREAS the DSE has understood the terms and conditions of the Scheme and has requested the Shalinicabs Pvt Ltd vide his application letter dated ___/___/_____ to consider him as a DSE for the Shalinicabs Pvt Ltd' Daily app based taxi contract scheme to operate app based taxi in the city of Mumbai.

**ON THE DAY AND THE YEAR FIRST HEREIN BEFORE WRITTEN.
IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND
SUBSCRIBED THEIR RESPECTIVE HANDS**

PRIVACY POLICY

Collection of personal information

when you use SHALINI CABS PRIVATE LIMITED Website / Mobile application, SHALINI CABS PRIVATE LIMITED collects and stores your personal information which is provided by you from time to time. The information provided by you may include but not be limited to your Name, Gender, E-mail ID, Phone number, Vehicle Registration No. You consent to SHALINI CABS PRIVATE LIMITED to use your information to create a user account that will allow you to participate in the service. You will be solely responsible for the information provided by you. You agree that the information provided by you to SHALINI CABS PRIVATE LIMITED will be complete, correct and up to date. You agree that SHALINI CABS PRIVATE LIMITED and other people in the public may rely on your information as correct, complete and true. You acknowledge that if information provided by you is untrue, fake, misleading, incorrect, incomplete, inaccurate or not current in any respect, you will be solely responsible for it and SHALINI CABS PRIVATE LIMITED has the right to terminate this agreement and your use of the services. Personal information collected by SHALINI CABS PRIVATE LIMITED will not be used for any other purpose other than communication from SHALINI CABS PRIVATE LIMITED Storage of information.

SHALINI CABS PRIVATE LIMITED stores your personal data and information in its database. SHALINI CABS PRIVATE LIMITED reserves a right to retain your personal data and information for indefinite period even after the termination of your account. This is done for security reasons and other future purposes. Sharing your personal and other information.



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About Us

SHALINI CABS believe in expressing interest and benefit to the driver friends by giving them their share of hard work and loyalty towards SHALINI CABS.

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