

## **LEASE AGREEMENT**

This Vehicle Lease Agreement is made and effective from 16 October 2024, 10:00 AM ("**Effective Date**" or the "**Booking Start Date**") as reflected in the booking details on the App (the "**Agreement**")

### **BETWEEN**

Mr./Ms. Saurav polen (hereinafter referred to as the "**Host**" or "**Lessor**") **ONE PART** and further details of the Lessor are captured in the App .

### **AND**

Mr./Ms. BALAJI MURALI UDIYAR (hereinafter referred to as the "**Guest**" or "**Lessee**") which **OTHER PART** and captured in the App.

The Host and the Guest shall be hereinafter collectively referred to as "**Parties**" and individually as the "**Party**".

### **WHEREAS:**

- a. The Host is the sole legal, beneficial, and registered owner of the vehicle bearing registration number MH43BU5083 with Chassis No. MEERBC005L9055854 (hereinafter referred to as the "**Vehicle**").
- b. The Host had listed the Vehicle for leasing on the Platform (defined below) subject to the terms and conditions specified therein.
- c. Guest, a user of the Platform, wishes to lease the Vehicle from the Host and has placed upon a request through the Platform/App the booking details bearing details booking id:- 23542059
- d. The Lessor is willing to lease it to the Guest, subject to the terms and conditions of this Agreement and the policies mentioned upon the Platform.

**NOW THEREFORE IT IS AGREED** as follows:

### **1. Definition and Interpretation**

- 1.1. In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:
  - (i) "**Applicable Laws**" means all applicable Indian statutes, enactments, acts of the state legislature or parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any governmental authority, statutory authority, tribunal, board, court, as may be applicable . Without prejudice to the generality of the foregoing, Applicable Laws shall include laws, regulations, rules and/or ordinances of lawfully constituted authorities relating to the possession, use, storage and transport of the Vehicle, including the MVA.
  - (ii) "**App**" shall mean the Zoomcar mobile application for car sharing, owned and operated by Zoomcar India Private Limited which displays the booking details, Lessor /Lessee details and other details with respect to any vehicle being leased from the Platform.
  - (iii) "**Motor Vehicles Act**" or "**MVA**" means Motor Vehicles Act, 1988 , rules and regulations prescribed thereunder, as now enacted or as the same may from time to time be amended, replaced or re-enacted;
  - (iv) "**Platform**" collectively refers to the website and mobile application by the name and style of

Zoomcar Host Services available on the website of [www.zoomcar.com](http://www.zoomcar.com), owned and operated by Zoomcar India Private Limited which includes its marketplace feature/section that

- (v) “ **Permitted Territory** ” shall mean entire territory of India, excluding t Ladakh and/or any travel to connected countries including but not limited to Nepal, Bhutan , Bangladesh or Pakistan etc.

1.2. In this Agreement, unless the context otherwise requires:

- (i) Headings used are for convenience and ease of reference only, are not part of this Agreement and shall not be relevant to or affect the meaning or interpretation of this Agreement.
- (ii) Words denoted in any gender shall include all genders and terms denoting people or persons shall include both natural and legal persons (such as company) and vice- versa;
- (iii) The terms of this Agreement shall be deemed to be binding on both Parties based on their respective conduct notwithstanding any error or defect in the execution of this Agreement; and
- (iv) A reference to a clause or schedule is a reference to a clause of or schedule to this Agreement and a reference to this Agreement includes any of its schedules. All schedules to this Agreement and the terms thereof shall be an integral part of this Agreement.

## 2. Agreement to Lease

- 2.1 Based on the covenants, assurances and representations of the Guest recorded herein, the Host hereby grants on lease and Guest hereby takes on lease the Vehicle, subject to the terms and conditions of this Agreement.
- 2.2 The Guest expressly understands and agrees that this Agreement is a lease only and all along the absolute and unencumbered ownership of the Vehicle for all intent and purposes, including for regulatory requirement under the MVA, shall remain with the Host. Nothing stated herein shall be construed to be a transfer to the Guest of any ownership right, title or interest in the Vehicle, or even a right to the Guest to demand such transfer. It is hereby clarified that during the Lease Term, the Guest shall have the beneficial possession of the Vehicle as a Guest pursuant to this Agreement.
- 2.3 During the Lease Term, the Guest shall hold the Vehicle as as a trustee of the Host and shall, at its expense, protect and defend the title of Host in the Vehicle against creditors of or any person(s) claiming through Guest.

## 3. Terms of Vehicle Usage

- 3.1 The Guest hereby agrees and covenants that the Vehicle shall be used in a prudent and careful manner solely for the Guest’s personal use within the Permitted Territory and to that extent shall be driven only by the Guest, in strict compliance with the requirements of the Applicable Laws (the “**Permitted Use**”).
- 3.2 The Guest further agrees and acknowledges that other than the Permitted Use, all other uses of the Vehicle including the usages listed below (by the Guest and/or any other person(s) directly or indirectly acting through, authorised by or on behalf of the Guest), are strictly prohibited (the “**Prohibited Uses**”) and constitute a material breach of this Agreement :
- (i) Commercial use for any purpose whatsoever including usage for transportation services (goods and/or passengers) involving hire and/or reward.
  - (ii) For providing driving lessons.
  - (iii) Use by any other person other than the Guest or his/her co-driver as may have been registered on the Platform failing which it would amount to deliberate act on part of Guest to allow unauthorised personnel to access the Vehicle.
  - (iv) For sports, adventure and/or participation in races, rallies, other competitive events, endurance test and similar events.

- (v) For towing, pushing, or propelling any trailer or any other vehicle.
- (vi) For commission of any crime, illegal and/or unlawful activity(ies).
- (vii) For storage of any combustible, noxious or hazardous goods or any other good(s) which owing to its weight and/or structure adversely affect and/or damage the Vehicles, its interior, engine and/or any of its parts thereto and/or any other vehicle(s), person(s)/object(s) in such vehicle and/or pedestrian(s) passing the Vehicle.
- (viii) Taking the Vehicle outside the Permitted Territory.
- (ix) Any use(s) or activity(ies) that puts the Vehicle at a greater risk of damage.
- (x) Any damage caused to the Vehicle due to deliberate acts of Guest or his/her co-driver.
- (xi) Any use that contravenes the terms and conditions of this Agreement, terms of the insurance relating to the Vehicle and/or the requirements of all Applicable Laws.

#### 4. Lease Term

- 4.1 The lease of the Vehicle to the Guest shall be for a term commencing from the Effective Date or the Booking Start Date and shall end as per Booking End Date as indicated in the App. Such term shall also include any extension to the Booking End Date, or any early cancellations made by the Lessee as expressly provided in the App (the "**Lease Term**").
- 4.2 The Lease Term may be extended for such period and on such terms and conditions as may be mutually agreed upon by the Parties.

#### Delivery of the Vehicle

- 5.1 On execution of this Agreement and subject to payment of Lease Rental by the Guest on the Platform, the Host shall notify the Guest that the Vehicle is ready for delivery. The Guest shall take delivery of the Vehicle from the location notified in writing by the Host (the "**Designated Location**") together with the Vehicle Key(s), original documentation of the Vehicle, including the registration certificate, Vehicle Insurance policy, Pollution Under Control ("**PUC**") Certificate and other mandatory documents, if any, prescribed by the relevant authorities under Applicable Laws (the "**Vehicle Documentation**") on the date and time of the booking. In the event where the Host has agreed to the Vehicle be subjected to home delivery to location specified by the Guest, the Guest may requests for delivery of the Vehicle to such address/location, and the Host may choose to deliver or arrange for the Vehicle to be delivered with assistance from the Platform as per the delivery charge specified in the Fee Policy mentioned on the Platform along with the Vehicle Documentation..
- 5.2 For the security, safety, tracking and health monitoring of the Vehicle, certain devices may be installed by the Host in the Vehicle prior to its delivery to the Guest (" **In-Vehicle Devices** "). The Guest agrees and acknowledges that the In-Vehicle Devices may require minor modification from time to time and the Guest shall provide full access of the Vehicle to the Host, or any other person appointed by the Host for the purpose of modification of such devices with reasonable prior written notice.
- 5.3 If the Guest desires to get the Vehicle delivered at the location notified by him/her, any risk, damages to the Vehicle in transit to such location shall be treated as an accident case and the repair will be covered as per the provision of Clause 10 below (*Insurance*).
- 5.4 The Guest shall remain present in-person to [take]/ [receive] the delivery of the Vehicle, produce his/her original driving license for inspection, furnish copies of such driving license, his/her recent passport size photograph and an additional address proof document (voter ID, Aadhar card, or valid passport) and sign the necessary documents (viz., delivery receipt) at the time of delivery, which will serve as an evidence of delivery and acceptance of the Vehicle. Further, the Guest shall inspect the Vehicle (exterior walk-around and an interior look-over of the Vehicle) prior to taking delivery and shall be deemed to have satisfied himself/herself as to its condition, fitness for Guest's personal use and compliance with specified safety standards. Any fault/defect detected in the Vehicle thereafter shall be dealt with in accordance with the provisions of Clause 11 below (*Addition, Maintenance and Repair*) .
- 5.5 If the Guest fails to take the delivery of the Vehicle on the Booking Start Date for any reason whatsoever, the subsequent attempts to deliver the Vehicle to the Guest will be charged as per the Fee Policy . The Guest hereby agree and acknowledge that in case regardless of such failure to take the delivery of the

Vehicle by the Guest and consequent delay in takeover of the Vehicle by the Guest, the Lease Term shall commence from the Booking Start Date. Provided that in case of failure of the Guest to take delivery or Host to provide delivery the non-defaulting Party shall have the right to terminate this Agreement in accordance with Clause 14 below.

## 6. Lease Rental

- 6.1 As security for the prompt and full payment for leasing of the vehicle and all other sums payable by the Guest hereunder, and the faithful and timely performance of all provisions of this Agreement, and any extensions or renewals thereof, the Guest shall deposit the Lease Rental in advance a sum more particularly described in the Fee Policy/booking details on the App ("**Lease Rental**") with the Host through the Platform simultaneously with the execution of this Agreement. The same shall be payable through the Platform and shall be retained by Platform until the vehicle is returned to the Designated Location on Booking End Date.
- 6.2 If the Guest terminates this Agreement before taking delivery of the Vehicle or refuses and/or is unable/unwilling for any reason to accept delivery of the Vehicle in accordance with Clause 5 above, the Host shall be entitled to terminate this Agreement in accordance with Clause 14.1 below and any advance Lease Rental shall stand forfeited to compensate the Host for the costs, charges, expenses, losses incurred by the Host arising out of such an action of the Guest. Likewise, if the Host refuses and/or is unable/unwilling for any reason to give delivery of the vehicle in accordance with Clause 5 above, the Guest shall be entitled to terminate this Agreement in accordance with Clause 14.2 below and the Lease Rental as paid in advance shall be promptly refunded to the Guest.
- 6.3 On the expiration or earlier termination of this Agreement and return of the Vehicle to the Host (except where the Vehicle is stolen or its completely destroyed due to accident or damages), or any extension or renewal thereof, provided Guest has paid all the Lease Rental and all other amounts payable by him/her hereunder and fully performed all other provisions of this Agreement.

## 7. Lease Rental

- 7.1 In lieu of the lease of the Vehicle and related services hereunder, the Guest shall pay to the Host a lease rental fee specified in the booking details on the App (the "**Lease Rental**") at the time of booking the vehicle in advance for the Lease Term through the Platform.
- 7.2 The Guest hereby agrees and acknowledges that the Lease Rental comprises of the charges towards (i) usage of the Vehicle for a pre-agreed mileage as specified in Booking details on the App ("**Agreed Mileage**"); (ii) Platform usage fees; (iii) maintenance and repair cost; (iv) damage protection charges; and (v) delivery charges, if applicable. In the event the usage of Vehicle exceeds the Agreed Mileage, the excess mileage will be charged as per the rate specified in the Fee Policy. The difference between the actual usage i.e., lesser, or greater than the Agreed Mileage shall be determined and settled i.e., paid by the Guest to the Host or vice versa at the time of expiry or termination of the Lease Term.
- 7.3 Guest shall be liable to pay any outstanding Lease Rental or other charges accruing due to Guest exceeding Agreed Mileage or otherwise and shall be chargeable in accordance with the Fee Policy and may also incur penalties or late payment charges for prolonged default in clearing such outstanding amount as mentioned in the Fee Policy.
- 7.4 Any other payments made by the Host on behalf of the Guest pertaining to the Vehicle, under this Agreement or otherwise shall be promptly reimbursed by the Guest to Host on receipt of written notice in respect thereof from the Host together with documentary proof of such payments or at the option of the Host, to set off against amounts, if any, from the Host to the Guest.

## 8. Theft and Accident

- 8.1 Guest will be solely responsible for safety measures/ precautions against any damage, accident, or criminal activity on/of the Vehicle and subject to provisions of Clause 10 (*Insurance*) the Guest assumes sole financial liability during the term of this Agreement in respect of:

- (i) in case the Vehicle is damaged, destroyed or stolen, however caused, or occasioned ;
- (ii) in case the Vehicle is damaged, destroyed or stolen due to the deliberate act of Guest or his/her co-driver; and
- (iii) for all other risks and liabilities, including personal injury or death and property damage, arising with respect to the Vehicle, howsoever arising.

The Guest hereby agrees and acknowledges that under no circumstances shall the Host be held liable to the Guest and/or any third party(ies) for any (i) any loss or damage that may be suffered by the Guest or any third party(ies) arising from the above events or risks, howsoever caused, or occasioned; and (ii) indirect, incidental, special, or consequential damages arising from or related the use of Vehicle by the Guest or his/her co-passenger or family members.

8.2 In the event of damage, accident or theft of the Vehicle or any part and/or accessory thereof, the Guest:

- (i) shall immediately, but in no event later than [24] hours from the occurrence of damage, accident, or theft, notify the Platform and the Host all details of the damage, accident or theft in writing;
- (ii) extend full support and cooperation to the Host in reporting the damage, accident or theft to the nearest police station and obtain a copy of the first information report ("**FIR**");
- (iii) in case of damage or accident, after filing the FIR and notifying the damage or accident to the Host, as per Host's instruction take the Vehicle to the nearest workshop specified by the Host for repair or assessment of repairability.

In case of failure to fulfill its obligation under this Clause 8.2, the Guest shall be solely liable for all costs, damages and/or consequences arising as a result thereof.

8.3 In the case of:

- (i) theft, accident or damage resulting in complete destruction/loss of the Vehicle, the Guest shall be liable to pay the monthly Lease Rental till such time as the claim in respect of such theft, accident or damage until such claims is duly is settled by the insurance company (if any). In absence of the insurance company, the Guest is solely and fully liable to make good the damages suffered by the Host.
- (ii) accident or damage resulting in partial or repairable damages in the Vehicle, the Guest shall be liable to continue to pay the Lease Rental in accordance with this Agreement, including for the period during which the Vehicle is deposited with any workshop for repair work.

(iii) accident or damage caused to the Vehicle due to deliberate acts of Guest or his/her co-driver, Guest acknowledges and agrees to compensate Host for all the damages caused to the Vehicle due to such deliberate acts during the Lease Term. Such relief shall be in addition to Host's rights and remedies otherwise available at law.

8.4 Notwithstanding anything contained herein, in the case of an accident or damage resulting in partial or repairable damages to the Vehicle or in case of theft where the Vehicle is recovered before or after the claim amount under insurance is received from the insurance company:

- (i) the Host may in its sole discretion depending on the condition of the Vehicle, opt not to continue the lease of Vehicle and terminate this Agreement under Clause 14.1 below and the Guest shall be liable to promptly pay all unpaid dues under the Agreement to the Host including without limitation the charges for such repairs carried out or the cost of the vehicle ( in case of a complete damage or theft),

## Excess Mileage Charges;

- (ii) the Guest shall not be entitled to terminate the Agreement and where the Lease Term is about to expiry the same will stand extended, until the settlement of the damage claim and/or conclusion of the police investigation and/or proceeding(s) by any other competent authority(ies) with respect to the damage, accident or theft of the Vehicle.

## 9. Traffic Violation and Confiscation

- 9.1 During the Lease Term and until the return of the Vehicle in good working order/condition to the Host, the Guest is solely responsible for use of the Vehicle in compliance with traffic rules and regulation, including payment of toll charges. Accordingly, the Guest shall be solely liable for all traffic violations involving the Vehicle during the aforesaid period (the "**Traffic Violation**") and cost, penalty, fines and/or charges imposed in respect thereof, including fines for late payment, toll evasion/ interstate taxes or any processing fees added by the relevant regulatory authority(ies). The Traffic Violation includes, but is not limited to, unauthorised parking, excess speeding, breaking red light, photo enforcement, and toll violations.
- 9.2 The Guest shall notify/report all Traffic Violations to the Host in writing together with all details, as soon as possible, not being later than 24 hours prior to expiry of period prescribed for taking necessary action in respect thereof under Applicable Laws (for example, if the case is being taken to court). Thereafter, the Guest shall forthwith pay the relevant fine/s to the authority concerned and provide Host with the proof of such payment. In the event the Guest fails to do so, the Host shall have the right at its sole discretion to pay such amounts and the Guest shall reimburse the Host for same at the earliest.
- 9.3 The Guest shall also be responsible if the Vehicle is confiscated, seized or impounded during the Lease Term and until the return of the Vehicle in good working condition to the Host, for any reason attributable to the Guest ("**Confiscation**"). In such cases the Guest shall notify/report the Confiscation to the Host in writing together with all details, as soon as possible, not being later than 24 hours prior to the expiry of the period prescribed for taking necessary action in respect thereof under Applicable Laws. The Guest shall provide full support, assistance and cooperation to the Host then take all necessary steps/actions, to have the Vehicle released from the relevant authorities. In case Host assists in the release of the Vehicle from Confiscation, including payment of fines, charges, penalty, and fees imposed by relevant authority and all the costs and expenses incidental thereto. In the event the Guest fails to provide its support and/or pay for the cost involved in having the Vehicle released from Confiscation, the Host shall have the right (at its sole discretion) to take necessary steps to secure the release of the Vehicle at its own expense. In such cases the Guest shall promptly reimburse the Host for all cost/expense incurred for release of the Vehicle.
- 9.4 Notwithstanding anything to the contrary stated herein, in case of Confiscation (i) if the Lease Term is about to expire prior to release of the Vehicle, the Lease Term will stand extended in accordance with the terms of this Agreement; and (ii) the Guest shall not be entitled to terminate the Agreement, until the Vehicle has been duly released, fines/charges/conditions, if any, imposed for release of Vehicle by the relevant authorities has been paid or satisfied/fulfilled and necessary documentary evidence reflecting conclusive disposal of the matter is received by the Host.

## 10. Insurance

- 10.1 Host shall at its own expense during the Lease Term and until the Vehicle is delivered back in good working condition, comprehensively insure the Vehicle with an insurance company of its choice ("**Vehicle Insurance**").
- 10.2 The Vehicle Insurance will provide primary third-party liability protection, which will be to the extent of claims / liabilities covered by the Vehicle insurer on the Vehicles for any/ all claims and/or liabilities arising

during the use or operation of the Vehicle by the Guest.

- 10.3 This shall not however cover the Own Damage and the Guest will be responsible for any associated costs and charges directly/indirectly personally attributable to the Guest's default with the terms of this Agreement. However, it is hereby clarified that if this third-party liability protection is extended by the Host, it will not be applicable if the liability arises due to Guest' negligence, or breach of applicable terms under this Agreement.
- 10.4 The liability protection under the Vehicle Insurance applies only to claims of third-party bodily injury, death, or property damage, other than to the Vehicle, arising from the use of Vehicle as permitted by this Agreement and Applicable Laws. Any such protection excludes any claim made by the Guest or co-passenger or Guest' or co-passengers' immediate family members who permanently live with the Guest or was travelling with the Guest at the time of incident. This obligation may be limited to the extent the Vehicle Insurance's coverage applies. The Host shall in no event be liable to the Guest and/or the co-passenger(s) for any indirect, special, punitive, or consequential damages (including lost profits) arising from or related to the Vehicle, its use, or this Agreement.
- 10.5 In case of damage, theft, or destruction or any damage total or partial of the Vehicle during the Lease Term and until the return of the Vehicle to the Host in good working condition, subject to the Guest fulfilling its obligations in respect thereof under Clause 8 above, the Guest shall be liable for any costs that maybe incurred for rectification/repair of the Vehicle due to such damages.
- 10.6 In case of a total loss or theft, the Guest shall promptly notify the Platform and the Host of the same and shall assist the Host in filing of complaint (in case of theft) or invoking such insurance claims by providing all required documentation and details of the accident or damages to ensure that the Host may effectively administer the claims from the insurance company.
- 10.7 Host's decision in that regard shall be final and binding on both Parties. In cases where the Host decides not to file the claim, repair expenses shall be borne by the Guest. except in cases of theft, total loss, and/or situations where the Host is unable to claim insurance due to actions (or lack thereof) attributable to the Guest.
- 10.8 The expenses associated with (a) any risks and ensuing damage to the Vehicle, which are not fully covered by the Vehicle Insurance; (b) risks which are not borne by the Host in terms hereof shall be borne by the Guest. Accordingly, the Guest shall pay to the Host the amount of loss and/or damage not paid under the Vehicle Insurance and be liable for the following:
- i. Damage to the Vehicle: The difference, if any, between the actual amount incurred in repairing the damage to the Vehicle and the amounts recovered/to be recovered under the Vehicle Insurance.
  - ii. Theft/total loss of the Vehicle: (a) The shortfall between the claim amount received under the Vehicle Insurance, and the book value of the Vehicle at that time of its theft/total loss; (b) if usage of Vehicle at the time of its theft/total loss exceeds the Agreed Mileage, charge of the excess mileage incurred as per the rate specified in the Fee Policy ; (c) other cost/expense incurred by the Host for or in respect of assessment loss suffered by the Vehicle and possibility of its restoration; and (d) other charges, if any, remaining unpaid by Guest under this Agreement.
- 10.9 Notwithstanding the above in case the insurance claim for damages/loss to the Vehicle under the Vehicle Insurance is repudiated or not admitted by the insurance company due to the mishandling/ negligence/ fault/ rash driving/ any other illegal and unlawful use of the Vehicle by the Guest; or any third-party claims rejected due to negligence/ misconduct/ rash driving/ other unlawful or illegal act on part of the Guest causing irreparable damage, the Guest shall be solely liable to incur all the related damages, losses, costs and expenses.

## 11. Addition, Maintenance and Repair

- 11.1 The Host shall through its authorised agent/service provider (“ **Authorised Service Provider** ”) perform the necessary and required routine maintenance on the Vehicles and upon request from the Host , the Guest shall provide to the Authorised Service Provider all details on the Vehicle’s usage, including the reading of the distance indicator (“**Odometer**”), tyre quality and battery condition of the Vehicle. Any defect/discrepancy in the Odometer shall be duly reported by the Guest to the Host to ensure the mileage is being duly recorded.
- 11.2 All repair and/maintenance of the Vehicle, including shall be undertaken by the Guest subject to the provisions of Insurance under Clause 10 in accordance with the terms of this Agreement or with prior written consent/confirmation of the Host.
- 11.3 Subject to requirements of Clause 8.2 above, all incidents requiring repair of the Vehicle must be reported to the Host and in accordance with the Host’s instruction taken to the workshop for repair. The Guest shall be responsible to pay for towing, repairs, and other expenses if the incident results from a breach of this Agreement and/or use of the Vehicle by the Guest in violation of terms of this Agreement and/or its user manual.
- 11.4 All parts and accessories that are replaced or added to the Vehicle during the Lease Term and until the Vehicle is returned to the Host, shall be the sole and exclusive property of the Host and the Guest shall not have any rights in respect thereof, including right to be compensated therefor.

## 12. Obligations of the Guest

- 12.1 During the Lease Term and until the return of the Vehicle to the Host in good working condition, the Guest shall:
- (i) at his expense maintain the cleanliness, condition, and appearance of Vehicle in as good an operating condition as it was on the commencement date of the Lease Term. Any liability arising out of not conforming with this requirement shall be solely to the cost and account of the Guest.
  - (ii) use the Vehicle only for the Permitted Use in conformity with the owner’s manual instructions provided as part of Vehicle Documentation, applying the same degree of care when using the Vehicle as would ordinarily be exercised if it belonged to the Guest and shall strictly refrain from:
    - a. Prohibited Use of the Vehicle;
    - b. an imprudent, negligent, or abusive or abnormal use of the Vehicle;
    - c. driving the Vehicle under the influence of drugs, alcohol or any other substance or intoxicant;
    - d. driving in contravention of speed limits as prescribed by competent authority.
    - e. permitting use of Vehicle by other person(s) and/or selling, transferring, alienating, assigning, licensing or granting/creating any rights or interest, of any nature whatsoever, over the Vehicle;
    - f. driving the Vehicle outside the Permitted Territory;
    - g. driving the Vehicle while using a mobile phone or any other mobile communication device in any manner whatsoever, including while sending an SMS, emailing, using a cell phone with or



without a hands-free device, otherwise using a mobile communication device that may distract the Guest from driving or otherwise engaging in similar activities that may be prohibited by the Applicable Laws;

- h. burning any substance including tobacco, incense etc. inside the Vehicles;
  - i. use of tobacco, cigarettes, cigars, and alcohol inside the Vehicle;
  - j. transportation of animals in the Vehicle;
  - k. transporting more passengers than the prescribed seating capacity of the Vehicle by manufacturer of the Vehicle;
  - l. use of the Vehicle for any kind of activity by any person which will affect the normal conditions or materially impair its value and/or use;
  - m. any unreasonable, unwarranted, illegal, unethical or inappropriate use of the Vehicle; and
  - n. jump starting the Vehicle without the prior written consent of the Host.
- (iii) maintain valid driving license and keep it effective and in force at all times during the subsistence of this Agreement and till the Vehicle is delivered back to Host in good working condition as per the requirements of this Agreement;
- (iv) promptly notify the Host in case of any expiration, suspension or revocation of his/her driving license, or any tickets/citations/conviction related to any Traffic Violation, including but not limited to driving under the influence of drugs or alcohol, driving while intoxicated, reckless driving, exceeding the speed limit, or sending an SMS while driving.
- (v) maintain effective control of the Vehicle and keep the Vehicle in a secure and suitable environment when not in use;
- (vi) take all necessary actions to duly secure the Vehicle from external factors while parking it or leaving it parked, including human or general known adverse weather conditions, by closing its windows and locking the Vehicle either by way of the central locking system or manual locking, as the case may be;
- (vii) comply with the terms of this Agreement and Applicable Laws. This includes, rules or regulations relating to use of seat belt, permitted speed/weight limit, child restraint and instructions relating to the same being displayed/ communicated by the authorities through marks or sign boards;
- (viii) not perform, or allow any person to perform, any work in or upon or make modifications, changes, alterations or repairs to the Vehicle, except as expressly provided under this Agreement;
- (ix) not tamper and/or remove the In-Vehicle Devices and in case the Guest removes or otherwise tamper the devices, pay to the Host the actual cost of the In-Vehicle Devices.
- (x) allow the Host or his/her representatives to inspect the Vehicle at all reasonable times with prior notice of at least 4 hours to inspect the Vehicle and the In-Vehicle Devices and shall grant reasonable access to the premise where the Vehicle is kept for such inspections;
- (xi) keep the Vehicle free from any liens, claims, charges and encumbrances, of any nature whatsoever;
- (xii) keep the Host fully informed of all material matters relating to the Vehicle and/or Host's right/title/interest in the Vehicle;

- (xiii) deliver the Vehicle at the end of the Lease Term or on earlier termination of the Agreement at such address as the Host requires, or if necessary, allow Host or its representatives access to the site or any premises where the Vehicle is located for the purpose of removing the Vehicle;
- (xiv) not do or permit to be done anything which could invalidate the Vehicle Insurance; and
- (xv) ensure the safekeeping and presence of the Vehicle Documentation in the Vehicle. If these documents are lost or stolen, the Guest will bear the cost of obtaining duplicates and/or the inconvenience fee as per the Fee Policy and the same shall be remitted to the Host along with all other charges for damages and Lease Rental as payable to the Host

### **13. Representations and Warranties**

13.1 The Host hereby represents and warrants to the Guest that:

- (i) Host is the sole legal, and registered owner of the Vehicle;
- (ii) Host has the full legal right, capacity, power and authority to enter into and execute this Agreement , be contractually bound by and comply with all rights and obligations contracted under this Agreement; and
- (iii) There is no action, investigation or other proceedings of any nature whatsoever, by any governmental authority or third party against the Host, which would restrain, prohibit or otherwise challenge the lease of the Vehicle to the Guest as contemplated by this Agreement. Further the Host also represents that there are no pending insurance claims and/or other on-going litigations, legal claims or any other claims that may arise in tort or law at the time of listing the Vehicle

13.2 The Guest represents and warranties to the Host that:

- (i) Guest is above the legal driving age requirement and has a valid driving license for the use and operation of the Vehicle in accordance with requirements of Applicable Laws;
- (ii) Guest the full legal right, capacity, power, and authority to enter into and execute this Agreement , be contractually bound by and comply with all rights and obligations contracted under this Agreement; and
- (iii) there is no action, investigation, or other proceedings of any nature whatsoever, by any governmental authority or third party against the Guest, which would restrain, prohibit, or otherwise challenge the transaction as contemplated by this Agreement.
- (iv) That the Guest and the registered co-drivers will not utilize the Vehicle for any Prohibited Uses or use the Vehicle in a rash or negligent manner.

13.3 Except as expressly provided in this Agreement, t he Host makes no warranty or representation, express or implied, as to the fitness, safeness, design, merchantability, condition, quality, capacity or workmanship of the Vehicle.

## 14. Termination

14.1 The Host may terminate this Agreement at any time, by cancelling the booking over the Platform. The cancellation by Guest is subject to certain charges that the Guest may incur and are more particularly described in the Fee Policy. Provided that the Host shall be entitled to terminate this Agreement immediately with written notice to the Guest at any time during the Lease Term, including the Host Lock-in Period in the following cases:

- (i) The Guest refuses and/or is unable/unwilling for any reason to accept delivery of the Vehicle in accordance with Clause 5 above.
- (ii) Prohibited Use of the Vehicle by the Guest or any other third party during the Lease Term;
- (iii) Guest ceasing to hold valid driving license, for any reason whatsoever and/or Guest' driving license being revoked, detained, impounded and/or suspended by concerned authorities;
- (iv) failure by Guest to abide by the terms of this Agreement and/or observe the covenants or fulfill his/her material obligations hereunder;
- (v) the Guest is placed in mandatory liquidation or has a receiver or other administrator appointed in respect of his/her assets;
- (vi) in case of an accident or damage of the Vehicle, resulting in partial or repairable damages in the Vehicle or in case of theft where the Vehicle is recovered before or after the claim amount under the Vehicle Insurance is received from the insurance company(if any);
- (vii) the Guest is entering into or proposing to enter into any arrangement for the benefit of its creditors; and
- (viii) Guest becomes subject to any event analogous to, or enters into any arrangement analogous to, any of those events or arrangements specified in (v), (vi) and (vii) of this clause 14.1.

14.2 In case of termination of this Agreement on account of expiry of the Lease Term or under clauses 14.1 above:

- (i) the Guest shall pay to the Host, the outstanding Lease Rental (together with all late payment/charges thereon) and other unpaid sums/charges/costs payable by the Guest under this Agreement, including without limitation the payables under Clause 15 below;
- (ii) Upon the return of the Vehicle to the Host in accordance with Clause 15 below, the Host shall (a) instruct the Platform to return to the Guest the advance Lease Rental, if any, paid by the Guest for the unexpired period of the Lease Term to the Guest subject to adjustment against other outstanding payable of the Guest under this Agreement; (c) except in case of termination under

Clause 14.1(i), return to the Guest the entire advance Lease Rental or then remaining balance of the Lease Rental, as the case may be, without interest, provided the Guest has no other amounts payable by him/her hereunder and fully performed all other provisions of this Agreement;

- (iii) the Parties shall be regarded as discharged from any further obligations under this Agreement. Provided that termination and/or expiry of this Agreement shall not relieve either Party of any obligation or liability accrued prior to the date of return of the Vehicle to the Host in accordance with Clause 15 below; and
- (iv) the Parties shall be entitled to pursue any additional or alternative remedies provided by law or equity.

## 15. Repossession/Return of the Vehicle

15.1 Upon the expiry of the Lease Term, or earlier termination of this Agreement (except termination of the Agreement on account of theft or total destruction/loss of the Vehicle), the Guest shall, at its own cost and expense, and without any delay, return the Vehicle with the Vehicle Documentation, Vehicle's key, key fob, in-Vehicle Devices and other starting device to the Vehicle in its designated position in the Vehicle at the Designated Location. The Guest agrees and covenants that at the time of its return the Vehicle shall be in the almost the same order and condition, as the Vehicle was at the time of commencement of the Lease Term, except normal wear and tear, as per the guidelines set out under ("**Vehicle Condition Guidelines**") appended as Schedule 1 to this Agreement.

15.2 In case,

- (i) the Guest returns the Vehicle at a place other than the Designated Location the Guest shall be liable to reimburse the Host all costs incurred in transporting the Vehicle from such place to the Designated Location;
- (ii) the Guest does not return the Vehicle within the specified period, the Host (directly or through its Authorised Service Provider) shall be entitled to take necessary steps to repossess the Vehicle after giving reasonable notice to the Guest and the Guest hereby irrevocably authorizes Host and its Authorised Service Provider to take physical possession of the Vehicle as aforesaid. In such cases the Guest shall be liable to a pay late return penalty specified in the Fee Policy till the date the Vehicle is returned to or repossessed by the Host as also the costs, expenses, charges etc. incurred by the Host for repossession of the Vehicle;
- (iii) damage to the Vehicle at the time of the return, other than excepted wear and tear as per the Vehicle Condition Guidelines. In such cases the Guest shall be liable to a pay penalty for such damages at the rate specified in Fee Policy and all the costs, expenses, charges etc. incurred by the Host to restore the Vehicle to its original condition.
- (iv) the Vehicle is returned, but its key, key fob, in-Vehicle Devices, other starting device to the Vehicle or any component(s) of the Vehicle, including the accessories fitted as original equipment on the Vehicle (except where the components are replaced or repaired during the Lease Term in accordance with this Agreement) and/or any of Vehicle Documentation is missing, the Guest shall be charged with inconvenience fee and or penalty/ cost of replacement for such parts and documentation as maybe provided in the Fee Policy. The Guest shall also remain responsible for the payment of charges against the usage of the Vehicle during such period.
- (v) The actual usage of Vehicle by the Guest exceeds the Agreed Mileage, the excess mileage charge

as per the rate specified in the Fee Policy shall be paid by the Guest to the Host.

15.3 If required by any relevant regional transport authorities/ statutory transport offices, the Guest agrees to sign on such required documents on return of the Vehicle at the end of Lease Term. In turn, the Host confirms that the Guest will not be responsible for any claims or damages incurred after the Vehicle is returned to the Host.

## 16. Confidentiality

16.1 The Parties agree that there will be sharing, and exchange of confidential personal and sensitive personal information between them. To safeguard such information each party ("**Receiving Party**") agrees to protect the confidential information of the other party ("**Disclosing Party**") received by it hereunder as the Receiving Party would protect its own, or any diligent person or entity would protect information of this nature.

16.2 The Receiving Party agrees to use the confidential information only for the purpose of and in performance of its rights and obligations under this Agreement.

16.3 The obligation not to disclose confidential information shall survive notwithstanding the termination of this Agreement and at no time will either Party be permitted to disclose confidential information of the other party, except to the extent at or after the time of disclosure or acquisition, the confidential information is in the public domain in the form supplied otherwise than through a breach of this Agreement by the Receiving Party.

## 17. Indemnity

17.1 The Guest shall indemnify and hold harmless the Host and the Authorised Service Provider against all costs, charges, expenses, losses, damages, liabilities or claims suffered by the Host directly or indirectly, on account of any willful default, misconduct, negligence, fraud, violation of Applicable Laws or any breach of the terms of this Agreement by the Guest.

17.2 Guest's obligation to indemnify the Host hereunder shall survive the expiration, cancellation or termination of this Agreement. The Guest waives any immunity Guest may have under any Applicable Law from its obligation to indemnify the Host under this Agreement.

## 18. Miscellaneous

18.1 All payments under this Agreement, including without limitation the Lease Rental and the Damage Protection Fee shall be made through the Platform in accordance with the payment policies specified on the Platform.

18.2 This Agreement shall not be construed insofar as creating an association, partnership, joint venture or corporation between the Parties, or as imposing any obligation or liability of a corporate nature to either

party. Neither party has the right, power or authority to sign any agreement, bind, or in any manner act on behalf of or as a representative or agent of the other Parties, unless expressly established otherwise herein.

- 18.3 The Guest shall not assign any of its rights under this Agreement or delegate the performance of any of his duties hereunder, without the prior written consent of the Host.
- 18.4 Notices, demands or other communication required or permitted to be given or made under this Agreement, shall be in writing and delivered personally or sent by courier or by email to the intended recipient at their address set forth in this Agreement, or to such other address or email address, as either Party may from time to time duly notify to the other.
- 18.5 Under no circumstances shall the Host be liable to the Guest in contract, tort or otherwise for any loss of profits or business, or any special, incidental, indirect, exemplary, punitive or consequential damages, arising from or as a result of this Agreement, even if the Host has been advised of the possibility of such damages.
- 18.6 This Agreement, its Schedules the Fee Policy, the Terms & Conditions for Host & Guest on Platform and any other documents referred to herein (in each case, to the extent not inconsistent with this Agreement) constitute the entire and only agreement between the Parties relating to the subject matter hereof and supersedes and extinguish any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, relating thereto.
- 18.7 This Agreement shall be governed and construed in accordance with the laws of the India and the courts of Bangalore shall have sole and exclusive jurisdiction in case of any disputes, claims and questions arising under or pursuant to this Agreement. In case of any change in Applicable Laws that has an effect on the terms of this Agreement, the Parties agree that the Agreement may be reviewed, and if deemed necessary by the Parties, renegotiated in good faith.
- 18.8 If during the Lease Term and until the return of the Vehicle to the Host in accordance with Clause 15 above, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, such illegality, invalidity or unenforceability shall not affect or impair the legality, validity or enforceability of any other provisions of this Agreement. In addition, in such event the Parties shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible with respect to those provisions which were held to be invalid, illegal or unenforceable.
- 18.9 Any amendment of or modification to this Agreement shall be effective only if mutually agreed in writing and executed by a duly authorized representative of each Party.
- 18.10 Any tolerance by any Party with respect to the anticipation or delay in the performance of the obligations assumed by the Parties will not constitute novation, amendment or a waiver of any term set forth in this Agreement.
- 18.11 Both Parties understand and agree that this Agreement may be executed by electronic means (including .PDF) and in any number of counterparts, each of which when executed and delivered, shall constitute an original, but all of which together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED**

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**SCHEDULE 1: VEHICLE CONDITION GUIDELINES**

Your vehicle must follow all laws and regulations for safety, condition and operation. You should get a vehicle mechanical and safely inspection at least once a year. An inspection would include vehicle's most critical safety items including brakes, steering parts, tires and lights.

Complete maintenance requirement list below -

Visual overview and legal registration:

- RC Copy
- Valid insurance

Brake tests:

- Parking brake
- Service brake, 3mm or more (25% of the life of the brakes or more, typically)

Exhaust system:

- Undamaged exhaust system components/muffler
- No visible blue or black smoke

Steering and suspension

- Steering wheel and box
- Suspension/front end
- Springs
- Shocks
- Vehicle height

Horn

- Sound horn to test for adequate signal
- The horn must be securely fastened to the vehicle

Glazing, glass, and windshield wipers

- Windshield, no cracks; no chips in the line of sight
- Windshield wipers and washer in working order
- Windows, no cracks
- Tint to legal specifications

Engine and powertrain

- Engine, including all subcomponents
- Cooling system
- Lubrication system
- Electrical and electronic management systems
- Transmission, including clutch, torque converter, and similar components
- All fluids and lubricants
- No check engine light, warning lights, or recalls

Visibility and lighting devices

- Headlight aim
- Headlights and rear lights working, no bulbs burned out
- Hazard lights, directionals/stop/reverse lights, and license plate light(s)
- Reflectors
- Rearview mirror
- Mirrors (general)

Tires and wheels

- 4/32" or greater tread depth (50% or higher of tread, typically)
- Six year

- No cuts, gouges, bulges, or bubbles in the sidewall

Seat belts and airbags

- No airbag warning lights or recalls

- No safety restraint system (SRS) or occupant classification system (OCS) warning lights or recalls

- Body, including all seals and panels

- No hanging body panels

- No damage to the floor pan, cowl panel, or structural pillars