

## VEHICLE RENTAL AGREEMENT (FLEXI-12)

This Vehicle Rental Agreement (“Agreement”) is made between E-Scoot Rental Solutions, a Partnership Firm, constituted under the Partnerships Act, 1932 having office at J.P. House, Ground Floor, Lane No. 2, Westend Marg, Saidulajab, Near Saket Metro Station, New Delhi-110031 (“**Owner**”) and the Renter whose details are already mentioned in the Vehicle Rental Form. Owner and Renter are hereinafter collectively referred to as “Parties”.

Owner rents to Renter and Renter rents from Owner, subject to the terms and conditions of this Agreement, the Electric 2 wheel Scooter as per the details mentioned under the Vehicle Rental Form along with all its equipment, tools, battery charger, tires, accessories, keys, documents etc. (“**Vehicle**”) as per the term of Flexi 12 Rental Plan of the Owner (“**Plan**”).

### Features of Plan:

- Renter shall pay a interest free refundable security of 45,000/- for 12 months rental tenure for Vehicle; **and**
- Minimum Vehicle rental period is 180 days from the date of handover of the Vehicle; **and**
- Owner will give handover the Vehicle to the renter on “As Is As Available” basis; **and**
- Monthly Vehicle rental may vary as per the make& model of the Vehicle; **and**
- Renter shall provide a Post Dated Cheque of the total vehicle amount, which the Owner will be authorize to encash for damages should the Renter fails to handover the Vehicle after 12 months. Cheque will be returned at the time of the handover of the vehicle; **and**
- Owner will provide the Vehicle insurance for initial term 12 months. Renter will born the insurance charges in case of renewal of the Vehicle rental term after 12 months;**and**
- Vehicle will be enabled with GPS Tracker for the safety of the rider and traceability in case of theft ;**and**
- This is neither vehicle sale Plan nor any vehicle financing;**and**
- Title of the Vehicle shall remain with the Owner only;**and**
- Renter may purchase the Vehicle after 12 months by adjusting the security deposit of 45,000/- against the ex-showroom value of the Vehicle and payment of remaining vehicle cost less rental amount already paid. GPS Tracker price and the insurance premium reimbursement shall be charged extra.

**OR**

- Return the vehicle in working condition anytime after 180 days and get the security deposit refund of Rs. 45,000/-, subject to deduction in accordance with the terms herein, within 15 business days of the Vehicle return date.

**Term.** This Agreement shall commence on the day the Renter takes possession of Vehicle and remain in full force and effective for a term of 12 months, unless terminated earlier in accordance with the terms herein.

**Payment.** Renter shall pay the monthly vehicle rent in advance every month. Renter shall also pay other charges during the Vehicle rental tenure while the vehicle in his possession, including but not limited to:

1. charges for optional services, if any;
2. applicable taxes;
3. loss of, or damage or repair to the Vehicle, loss of use, diminution of the Vehicle’s value caused by damage to it or repair to it, and costs to enforce such charges including administrative fees for processing the claim and legal expenses;
4. 100 charge per day for late return of the Vehicle;
5. all fines, penalties, traffic and/or parking violations, court costs, towing charges and other expenses relating to the Vehicle assessed against Owner or the Vehicle during the rental Term;
6. all expenses Owner incurs due to Renter’s failure to return the Vehicle including costs in locating and recovering the Vehicle;
7. all costs incurred to collect unpaid monies due;

8. unpaid cost may be deducted by the Owner from the security deposit at its
5. **Authorized Rider.** Only those who are a party to this Agreement, sign the Agreement and have a current valid driver's license to operate the Vehicle are permitted to ride the Vehicle. Any other drivers are prohibited from operating
6. **Restrictions on Renter** shall not:
  7. permit the Vehicle to be driven by any person who is not an authorized rider under this Agreement;
  8. operate the Vehicle or permit it to be operated in violation of law, including but not limited to driving under the influence of alcohol or drugs, or in breach of rules and regulations of road traffic;
  9. operate the Vehicle or permit it to be operated to commit a violation of law;
  10. operate the Vehicle or permit it to be operated for any race, test, or contest;
  11. operate the Vehicle or permit it to be operated for the transport of more passengers or goods than the maximum allowable for the Vehicle or to carry

### **Hazardous or explosive substances of any kind;**

1. drive or permit the Vehicle to be driven by any person who does not hold a current valid driver's license to operate the Vehicle;
2. drive or permit the Vehicle to be driven or parked on roadways not regularly maintained, or on any roads, beach, driveway, or surface likely to cause damage to the Vehicle;
3. operate the Vehicle or allow it to be operated to push or tow any other vehicle;
4. transport any animal in the Vehicle (with the exception of guide dogs for visually impaired people); and/or
5. allow any person to smoke in the
6. any other prohibited use under the Motor Vehicle Act, 1988 and Rules
7. **Repair or Loss and Reporting to Police.** Vehicle shall not be serviced or repaired and parts and accessories shall not be replaced without Owner's prior Renter shall alert Owner to any damage to the Vehicle. Renter shall be responsible for any loss or damage to Vehicle and loss of use, diminution of the Vehicle's value caused by damage to it or repair to it and missing equipment. In the event Renter is in an accident, has an incident in Vehicle or if Vehicle is subject to theft or vandalism Renter shall report the accident or incident to Owner as soon as practicable.
8. **Condition of** The Condition of Vehicle Checklist ("Checklist") attached is hereby incorporated by reference. Renter acknowledges that Renter has examined the Vehicle and that it is in good condition except as otherwise specified in the Checklist. OWNER MAKES NO WARRANTY, EXPRESS OR IMPLIED, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, AND EXPRESSLY EXCLUDES AND DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. **Return of Vehicle.** Renter shall return Vehicle on the date specified in Cl.2 of this Agreement in the same condition as Renter received it, except for normal wear and tear. Renter shall return the Vehicle to the agreed return location. If Vehicle is not returned on said date, Owner reserves the right to take any action necessary to regain possession of the This Agreement shall terminate on the date specified in Section 2 being the date of return of the Vehicle. Owner reserves the right to terminate this Agreement earlier upon notice to Renter.
10. **Indemnification and Liability.** Renter shall indemnify, defend and hold harmless Owner from and against any claim, demand, cause of action, loss or liability (including attorney's fees and expenses of litigation) for any property damage or personal injury arising from Renter's use of Vehicle by any cause, except to the extent caused by Owner's gross negligence or wilful misconduct. In no event shall Owner be responsible for any indirect, special or consequential loss or damages arising from Renter's use of Vehicle, including but not limited to loss profits and loss revenue, even if informed of such damages. The provisions of this Article shall survive the termination of this Agreement with respect to any claims or liability accruing before such termination. IN NO EVENT SHALL OWNER BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES ARISING FROM RENTER'S USE OF VEHICLE, INCLUDING BUT NOT LIMITED TO LOSS PROFITS AND LOSS REVENUE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH
11. Owner shall at all times retain ownership and title to the Vehicle.

12. No failure of Owner to exercise or enforce any of its rights under this Agreement shall act as a waiver of subsequent breaches; and the waiver of any breach shall not act as a waiver of subsequent breaches. Owner's acceptance of payment with knowledge of a default by Renter shall not constitute a waiver of any breach.
13. **Entire Agreement.** This Agreement represents the entire understanding relating to the subject matter hereof and prevails over any prior or contemporaneous, conflicting or additional communications. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is
14. Renter may not, without the prior written consent of Owner, transfer or assign this Agreement or any part thereof. Any attempt to do so shall be a material default of this Agreement and shall be void. Owner is free to assign this Agreement to a third party without prior notice to the Renter.
15. All disputes are subject to the exclusive jurisdiction of Courts at Delhi Only.