**TRIPARTITE AGREEMENT**

This Tripartite Agreement (this “Agreement”) is being executed on this the **2024** between:

**ORIX Leasing and Financial Services India Limited** a company, duly incorporated under the Companies Act, 2013, having its registered office at Plot No.94, Marol Co-op. Indl. Estate, Andheri - Kurla Road, Andheri (East), Mumbai – 400 059, (hereinafter referred to as “the Lessor”)

And

**Deloitte Consulting India Pvt. Ltd.** A company organized under the Companies Act, 2013, having its registered office at Floor 4, Deloitte Tower 1, Survey No. 41, Gachibowli Village, Rangareddy, Hyderabad - 500032, Telangana, India and its Affiliates (collectively hereinafter referred to as “the Lessee”)

And

**MOHAMMED ISHAQUE J** Employee number **773527**, resident of **No 26 # 27, 5th Cross,, Mangammanpalya, Opp to Twinkle school, Bommanahalli, Bangalore, Karnataka, India – 560068 (**hereinafter referred to as “the Co-Lessee”)

The expressions “the **Lessor”**, **‘**the **Lessee’** and “the **Co-Lessee”,** in this Tripartite Agreement, unless repugnant to the context, shall mean and include their respective legal representatives, successor-in

interests, executors, administrators, nominees, attorneys, assignees, and all those claiming through them. Capitalized Terms used herein and not define shall have meaning ascribed to them under MLA

The Lessor, the Lessee and the Co-Lessee in this Tripartite Agreement collectively are referred to as “**Parties”** and individually referred to as **“Party”.**

**Whereas** the Lessor and Lessee have entered into a Master Lease Agreement dated 10th, January, 2020 (hereinafter referred to as the “F/TAM03636”) for providing vehicles on Lease (hereinafter referred to as “the Vehicle”) and where applicable, entered into a Master Service Agreement dated 10th, January, 2020 (hereinafter referred to as the “F/TAM03636”) for providing Fleet Management Services in respect of the Vehicles. This Agreement, MLA, MSA shall be collectively referred to as “the Agreements”.

**And whereas** the Lessee has taken the Vehicle on Lease basis from the Lessor for the use of the Co-Lessee, for which purpose the Lease Vehicle is to be registered under the name of the Co-Lessee as per the provisions of the Motor Vehicle Act, 1988;

**And whereas** in light of the registration of the Vehicle in the name of the Co-Lessee, the Lessor, Lessee and the Co-Lessee are entering into the present Agreement.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. **Obligations of the Co-Lessee:**

The Co-Lessee shall comply with all the obligations with regard to the said vehicle, inter alia being:

1. The Co-Lessee accepts the risks for usage of the Vehicle(s) over which it has the custody. The Co-Lessee acknowledges that it shall be fully responsible and accountable for the due performance and discharge of the terms and conditions of this Agreement specifically with regard to use and operation of the Vehicle. The Co-Lessee confirms that it has read and understood all the provisions, terms and conditions of the MLA and MSA (where applicable), and acknowledges and undertakes to agree, abide and adhere to the terms and conditions of the Agreements.
2. The Parties agree that the Co-Lessee undertakes absolute liability for completing Lessee's covenants (with regard to use and operation of the Vehicle) as mentioned in the MLA and MSA and shall be liable for any damages awarded to the Lessee, under the Agreements, as applicable.
3. The Co-Lessee expressly agrees and acknowledges that this Agreement does not constitute an employment agreement or a promise by Lessee to continue Co-Lessee’s service to the Lessee.
4. The Co-Lessee shall use the Vehicle for both official and personal use. The Co-Lessee shall ensure that the Vehicle is used only for legitimate private and lawful purposes. The Co-Lessee shall not modify the vehicle for racing, pace making, rallies, reliability trials, speed testing, and driving tuition, hire of goods or passengers for hire or for any other form of commercial use.
5. The Co-Lessee shall permit the Vehicle to be driven only by persons who hold a valid driving license. The Co-Lessee shall be responsible and liable for any liability arising out of or related to the operation of the Vehicle by any person that does not possess a valid driving license.
6. The Co-Lessee shall keep the vehicle at all times in control of the Co-Lessee. The Co-Lessee shall bear all the risks for the Vehicle and shall be liable in accordance with the provisions of the Motor Vehicles, Act 1988 (the “Act”).
7. If Co-Lessee elects to exclude the cost of maintenance from the lease rate, then the Co-Lessee shall at all times, keep the Vehicle in good working order and operating condition, and shall maintain the Vehicle in accordance with the manufacturer’s servicing and warranty schedules and recommendations. The Co-Lessee shall, at all times ensure that the Vehicle is taken to the service provider authorized by the Lessor and as indicated by the Lessee to the Co-Lessee. The Co-Lessee shall not undertake any modifications to the Vehicle or replace parts of the Vehicle, which results in a reduction in its value or adversely affects its performance.
8. In the event a manufacturer announces a recall campaign of which the Co-Lessee has knowledge for repair of defective parts, Co-Lessee shall promptly have the Vehicle repaired by a manufacturer-authorized service station. Lessee shall have no responsibility or liability related to such recall campaigns.
9. In the event that, subsequent to delivery of the Vehicle, any law or regulation requires installation of additional accessories, including but not limited to anti-pollution and/or safety devices, the Co-Lessee shall comply with the same and shall bear the full cost thereof.
10. The Co-Lessee shall upon receipt of written intimation, permit the Lessor and any person authorized by the Lessor to enter during business hours the premises in which the Vehicle is for the time being placed or kept for the purpose of inspecting and examining the condition of the Vehicle.
11. The Co-Lessee shall comply and shall cause all persons operating the Vehicle to comply with all insurance policy conditions and with all statutes, decrees, ordinances and regulations regarding acquiring, titling, registering, leasing, insuring, using, operating, and disposing of Vehicle, including all environmental laws and regulations of whatever kind of any local, state or central government which relate in any way to the use of the Vehicle, and the licensing of operators thereof.
12. In the event of accident including injuries / damages to third party or Vehicle OR theft of the Vehicle or any part and/or accessory thereof, the Co-Lessee shall report the same within 48 hours at its own cost to the nearest police station and shall obtain from such police station a copy of the first information report (FIR) and ensure that the Vehicle registration no, chassis and engine number are specified in the FIR.
13. Upon the expiration of this Agreement, the Co-Lessee shall, return the Vehicle to the Lessor at the place so determined by the Lessor or, in the event the Vehicle is moved with the prior consent of the Lessor, at the nearest branch office of the Lessor in the state where the Vehicle is then located. Failure to return the Vehicle on due date shall result in default and, without prejudice to the other rights of Lessee, the Co-Lessee shall be liable to pay Rent for the extended period of use.
14. The Co-Lessee indemnifies and agrees to indemnify and hold harmless the Lessor and the Lessee against any and all losses, costs (including all recording and filing fees, stamp taxes, penalties and like expenses with respect to security filings on the Vehicle), charges, expenses (including between attorney and client and costs of litigation), claims, demands, liabilities, damages and any other outgoings of any nature whatsoever brought through any claims, suits or legal proceedings arising out of or related to Co-Lessee’s use or operation of the Vehicle or any default or breach by Co-Lessee of any terms and conditions of the Agreements.
15. If any claim is made or action commenced against Lessor and/or Lessee for death, accident, personal injury or property damage resulting from the ownership, maintenance, use or operation of the Vehicle, the Co-Lessee hereby agrees that the Co-Lessee shall fully defend and indemnify Lessor and/or Lessee and handle all aspects of any such claim or action. The Co-Lessee further agrees to keep the Lessor reasonably informed as to the progress of any such claim or action.

**2. Ownership**

1. Save as otherwise provided in this Agreement, no right, ownership, title or interest in the Vehicle shall pass to the Co-Lessee by virtue of these presents. The Co-Lessee shall not assign, sublet, hypothecate or otherwise encumber the Vehicle. The Parties hereby confirm that the Vehicle shall only be provided as a part of the employment benefit under the employment agreement entered into between the Lessee and the Co-Lessee.
2. Sub-clause 2.5.4 of MLA shall be substituted with the following sub clause:
   * 1. For the purposes of the Act, the Vehicle will be registered in the name of the Co-Lessee, as required under the provisions of the Act and the Lessor shall be registered therein as the financier under this Agreement and expressly subject to the absolute ownership rights of the Lessor thereon and the Co-Lessee undertake and hereby authorize the Lessor to have the said registration transferred in the name of the Lessor or its nominee on the termination and/or expiry of the Lease and/or requiring possession thereof for whatever reason at any time during the currency of this Agreement or whenever required to do so.
3. Conditional upon the Co-Lessee’s compliance with and fulfillment of the terms and conditions of this Agreement, the Co-Lessee shall have the right to have exclusive peaceful possession, operation and use of the Vehicle for Term of this Agreement.
4. The Parties agree that the Co-Lessee, shall be fully liable and responsible for all the obligations, liabilities and duties as provided under the Act or under any other law or the MLA (with regard

To use and operation of the Vehicle) and the MSA (where applicable), or any other instrument pertaining to the use of the vehicle.

1. **Representation and Warranties of the Co-Lessee**
2. The Co-Lessee represents and warrants that:
3. Co-Lessee is competent to enter into this Agreement and perform its obligations under this Agreement;
4. this Agreement constitutes a legal, valid and binding obligation on the Co-Lessee and is enforceable in accordance with its terms by appropriate legal remedy;
5. this Agreement does not conflict with or result in the breach of or default under any provision of its constitution or any provision of any law, statute, rule, regulation to which it is subject;
6. there are no actions, claims, proceedings or investigations pending against the Co-Lessee, or by the Co-Lessee, which may have a material adverse effect on the subject matter of this Agreement;
7. Co-Lessee has all licenses, authorizations, consents, approvals and permits required by applicable laws in connection with the execution, validity and enforceability of this Agreement;
8. Co-Lessee has had the Vehicle examined and accepts that the same is in proper working condition.
9. Co-Lessee has read and understood the terms and conditions of the MLA and the MSA.
10. The Co-Lessee warrants that it has obtained statutory licenses as are necessary for or in connection with the Agreements and for the use and operation of the vehicle and undertakes to keep them effective and in force till the vehicle is delivered back to lessor as specified in this Agreement.
11. The Co-Lessee agrees to indemnify the Lessee in case of any default on account of the Co-Lessee (whether wilful or otherwise) including but not limited to the Events of default as detailed in Article 6 of the MLA.
12. The Co-Lessee authorises recovery of any amount due for recovery by the Lessee or the Lessor. This recovery can be made by the Lessee from remuneration payable to the Co-lessee, and in case of additional claims, by taking adequate legal actions.
13. The Co-Lessee agrees at all times and at his own expense to strictly comply with all applicable laws, rules, regulations, Governmental orders and applicable codes of practice, now or hereafter in effect, relating to his performance of this Agreement. The Co-Lessee shall maintain the Vehicle during the Term and until the Vehicle is delivered back in good working order and condition, bear all imposts, charges and other duties, taxes and penalties as may be levied from time to time by the Central and/or the State Government or local Municipal or any Government agencies.
14. Upon delivery, the Co-Lessee should inspect the vehicle to confirm that it meets the requirements of their order.
15. By taking possession of the vehicle, the Co-Lessee accepts legal custody thereof.
16. The Co-Lessee agree that the vehicle is to be kept free of a lien, mortgage, pledge, loan, hypothecation or lease and not to sell or attempt to sell or transfer the vehicle.
17. The Co-Lessee will bear all current and future expenses, duties, taxes, levies, fines and penalties relating to the hire, possession and use of the vehicle.
18. The cost incurred for the transfer of the vehicle from one state to another shall borne by the Co-Lessee provided the same is approved before the transfer.
19. If the Co-Lessee elects to include the cost of maintenance (fleet management services) in the lease rate, then the Co-Lessee understands that the Lessor shall be responsible for the maintenance and servicing of the Vehicle during the Term of this Agreement as specified in the MSA.
20. The Co-Lessee acknowledges that it shall be fully responsible and accountable for the due performance and discharge of the terms and conditions, representations and warranties under the MSA and confirms that it has read the relevant terms and conditions of the MSA, and acknowledges and undertakes to agree, abide and adhere to the terms and conditions of the MSA.
21. **Insurance**
22. The Co-Lessee acknowledges to have understood and read the covenants of the MLA and MSA (where applicable) in regard to Insurance Policy of the Vehicle.
23. Co-Lessee acknowledges that under no circumstances shall the Lessor and the Lessee be held liable towards the Co-Lessee or a third party. Any such liabilities arising during the Lease Term shall be the sole liability of the Co-Lessee.
24. **Imposts, Taxes and Other Charges**

The Co-Lessee shall maintain the Vehicle during the period of this Agreement and till the Vehicle is delivered back to the Lessor in good working order and condition, bear all imposts, charges and other duties, taxes and penalties as may be levied from time to time by the Central and/or the State Government or local Municipal or any Government Agencies.

1. **Assignment**

The Parties shall not assign this Agreement and its rights or obligations under this Agreement or the vehicle lease agreement without the prior written consent of the other parties.

1. **Term and Termination**

In the event of the Co-Lessee leaving employment before expiry of the Term for which the Vehicle has been taken, the Co-Lessee shall return the Vehicle and shall pay promptly all amounts due pursuant to the Agreements. The Co-Lessee expressly agrees and instructs Lessee to deduct from his salary (including full and final settlement) all amounts due pursuant to the Agreements.

1. **Mmiscellaneous**
2. This Agreement shall be co-existent with the MLA and the MSA (where applicable). In the event of any inconsistency between the provisions of this Agreement and MLA, the provisions of this Agreement shall prevail to the extent of contrary as appearing in MLA/MSA.
3. The Lessor and/or Lessee makes no express or implied warranties including those of merchantability or fitness for the particular use of the Vehicle.
4. Any term of this Agreement may be amended or waived only with the written consent of the Parties or their respective permitted successors and assigns.
5. The Co-Lessee shall pay to Lessor and/or Lessee on demand the stamp duty and registration charges payable on the Agreements and its duplicate and all other deeds and documents (if any) executed by and between the Parties in respect of such Vehicle.
6. This Agreement shall be governed and construed and interpreted in accordance with Indian law. All disputes, claims, suits and actions arising out of or related to this Agreement shall be settled through Arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration shall be at Hyderabad. The arbitration proceedings shall be conducted in English.
7. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.
8. Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier.
9. This Agreement, constitute the entire agreement between the Parties with regard to subject matter hereof and supersede all previous agreements between or among the Parties. There are no agreements, representations or warranties between or among the Parties related to the secondment of Co-Lessee other than those set forth in this Agreement or the documents and agreements referred to in this Agreement.
10. In the event that any term or provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalid, illegal or unenforceable terms shall be stricken from this Agreement, but shall not affect any other term or provision and such stricken term or provision shall be replaced to the extent possible with a legal, enforceable and valid provision that is similar in tenor to the stricken provision as is legally possible.
11. Any failure of either Party to enforce any of the provisions of this Agreement or any rights or remedies with respect thereto or to exercise any election herein provided shall not constitute a waiver of any such provision, right, remedy or election or in any way affect the validity of this Agreement. The exercise by either Party of any of its rights, remedies or elections under the terms of this Agreement shall not preclude or prejudice such party’s rights to exercise at any other time, the same or other right, remedy or election it may have under this Agreement. The rights of termination provided herein are in addition to any other right, remedy or election that either Party may have hereunder.

**IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the day and year first above written**

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| **SIGNED AND DELIVERED** by the within named Lessee by the hand of its Authorized Signatory  Mr.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | **For Deloitte Consulting India Pvt. Ltd.**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Signature & Stamp of the Authorized Signatory** |
| **SIGNED AND DELIVERED** by the within named Lessor by the hand of its Authorized Signatory  Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | **For ORIX Leasing & Financial Services India Limited.**  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  **Signature & Stamp of the Authorized Signatory** |
| **SIGNED AND DELIVERED** by the within named Co-Lessee |  | **MOHAMMED ISHAQUE J**  **Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

Executed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: