VEHICLE LEASE UNDERTAKING

Date: 08-JAN-2025

Deloitte Consulting India Pvt Ltd

I, MOHAMMED ISHAQUE J (EmpID: 773527), am an employee of DELOITTE India Private Limited (“Company”).

I hereby confirm to have received on this November 2024, the vehicle more particularly described in the schedule to this letter (hereinafter referred to as the “Vehicle”) under the Vehicle Lease Program introduced by the Company and undertake as under:

1. That I will use the Vehicle only for the purposes for which such Vehicle has been provided and more specifically, I will not subject the Vehicle to unauthorized usage or for illegal, personal and commercial gains.

1. That in addition to the Vehicle Lease Program introduced by the Company, I understand that the usage of the Vehicle is governed by the Master Lease Agreement dated [●] (“MLA”) and the Master Services Agreement dated [●] (“MSA”), between the Company and Vehicle Leasing Company (“Lessor”) including all annexures and manuals forming part thereof and that a copy of such MLA and MSA have been furnished to me and I have read and understood the contents thereof. The usage of the Vehicle will also be governed by the Tripartite Agreement dated [●] (“Tripartite Agreement”) entered between the Company, the Lessor and me, including all annexures and manuals forming part thereof.

1. I hereby expressly confirm that I will pay monthly lease rentals and any other amounts that I may be liable to pay to the Company as per the Vehicle Lease Program, the MLA, the MSA and the Tripartite Agreement. In the event I fail to meet my payment obligations, the adjustments of lease rentals and such amounts, from the compensation due and payable to me under the terms of my employment with the Company, is acceptable to me. I understand in such an instance, the default of payment will be deemed to be a breach of my employment terms with the Company and the Company shall have the right to initiate appropriate disciplinary action against me as per the terms of my employment.

1. I hereby expressly undertake that I will comply with all statutory laws, rules, regulations or directions applicable to the use and operation of the Vehicle, including but not limited to:
   1. Holding a valid and proper driving license as per the class of the Vehicle;
   2. Ensuring payment of all taxes and statutory dues of the Vehicle including

vehicle fitness test, if required;

* 1. Undertake Pollution Under Control check and all other statutory checks and if need be, make suitable adaptations / modifications on the Vehicle to confirm to the prescribed statutory norms;
  2. Ensure at all times that all statutory certificates, documents, licenses and permissions pertaining to the Vehicle are kept updated;
  3. Ensure that all entry taxes such as toll taxes / charges, State / Municipal entry taxes as may be applicable to that class of the Vehicle are paid.

1. I hereby undertake not to transfer, assign or otherwise dispose of or purport to transfer, assign or dispose of Lessor’s or the Company’s rights or obligations or interest hereunder by way of mortgage, charge, sublease, sale or other assignment, hypothecation, pledge, hire, encumbrance, license or otherwise in any manner part with the possession of the Vehicle or any part thereof or allow or purport to do or allow or create any lien, charge, attachment or other claim of whatsoever nature on the Vehicle or any part thereof.

1. I expressly undertake that I will indemnify the Company towards any costs that Lessor may impose under the MLA, the MSA or the Tripartite Agreement pertaining to the non-fulfillment of any obligation under such agreements. I also expressly agree to indemnify the Company, absolutely and unconditionally, against all claims, demands, rights, actions, proceedings of whatsoever kind, expenses, losses etc. which Company may suffer, sustain, incur or be exposed in respect of the Vehicle.

1. That I accept receipt of all the original documents viz registration book, insurance Program, tax paid receipt and undertake to keep the same in good condition and produce the same for inspection as and when demanded by Company and/or Lessor.

1. (i) I hereby expressly undertake to deposit two post-dated cheques (with cheques number **000002 & 000003**) with the Company, in such manner and for such amount as may be determined by the Company in accordance with the payment terms of the Vehicle Lease Program.

(ii) In the event of any future assignments with the Company outside India, I undertake to deposit such number of post-dated cheques with the Company (minimum 12 Cheques), in such manner and for such amount as may be determined by the Company in accordance with the payment terms of the Vehicle Lease Program. (iii) The Company may use the post-dated cheques deposited by me only to clear any dues towards the Vehicle Lease/fleet management charges/foreclosure charges or any other charges in relation to Vehicle Lease Program.

(iv) I also undertake to promptly reach out to the Company’s Car Lease Administration team to collect any unused cheques with the Company upon closure of the Vehicle lease.

Note: In view of the current pandemic situation, we have deferred the collection of post-dated cheques in relation to our Car Lease program, to until our offices are fully operational. Please note that this is an impending obligation on your behalf and that you will need to deposit the cheques within one week of such intimation by the Car Lease administrative team. Please acknowledge the receipt of this email.

1. I have assessed and validated my salary after considering all deductions including any pre-determined deductions like personal expenses/EMI etc. and declare that my current drawn salary (special allowance) is sufficient to enable the Vehicle lease rental deduction and the reimbursement of tax saving bills like fuel, driver, maintenance etc.

1. I hereby expressly undertake that in the event of theft of the vehicle under lease, I will inform Deloitte, leasing company immediately and also file an FIR within 48 hours of such theft of vehicle.

1. I hereby provide my express consent to the Company for receiving and/or processing and/or storing my Personal Information for all relevant purposes as set out in the Vehicle Lease Program.

1. I confirm that this undertaking is governed by the Laws of India and courts situated at Hyderabad will have exclusive jurisdiction to adjudicate on any disputes that may arise herewith.

Read, understood, and accepted by:

Employee Name: Mohammed Ishaque J

# **SCHEDULE**

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| --- | --- |
| Vehicle Make | TATA NEXON SMART PLUS |
| Registration Number | KA51MX4735 |
| Chassis Number | MAT627502RAK56149 |
| Engine Number | REVTRN21KVXKB4496 |