

# CAR LEASE AGREEMENT

**1. Introduction** This Car Lease Agreement (the "Agreement") is entered into on this **1st** day of **January, 2025** by and between **Michael Roberts**, hereinafter referred to as the "Lessor," and **Emily Carter**, hereinafter referred to as the "Lessee."

This Agreement sets forth the terms and conditions upon which the Lessor agrees to lease the vehicle described herein to the Lessee, and the Lessee agrees to lease the said vehicle from the Lessor. The parties hereto mutually agree to abide by all the terms and conditions stipulated within this Agreement.

## 2. Description of Vehicle

- **Vehicle Make:** Toyota
- **Vehicle Model:** Corolla Altis (*Indian market equivalent of Corolla XLE*)
- **Vehicle Year:** 2024
- **Vehicle Identification Number (VIN/Chassis No):** MBJ114RHE5JC045981
- **Color:** White
- **Odometer Reading at Start of Lease:** 8,500 km
- **Other Relevant Details:** License Plate **MH-02-CJ-9823**
- The above-described vehicle (the "Leased Vehicle") is the subject of this Agreement and shall be provided by the Lessor for use by the Lessee based on the terms and conditions set forth in this Agreement.

## 3. Lease Term

- **Start Date of Lease:** January 1, 2025
- **End Date of Lease:** December 31, 2027
- **Lease Term:** The lease term will be for a period of **36 months**, commencing on the Start Date and concluding on the End Date, unless otherwise terminated or extended in accordance with the provisions of this Agreement.
- **Renewal Options:** Upon the expiration of this Agreement, the Lessee may have the option to renew the lease for an additional term, subject to agreement on the terms and conditions by both parties. The option for renewal, if exercised, should be communicated in writing to the Lessor no less than **30 days** before the expiration of the current term.

## 4. Monthly Payments

- **Monthly Lease Amount:** **₹41,500** (Rupees Forty-One Thousand Five Hundred Only).
- **Due Date:** Payments are due on the **1st** day of each month. If the said date falls on a weekend or public holiday, the immediate next business day will be considered the due date.
- **Payment Method:** Payments should be made by **NEFT / IMPS / UPI** to the following account/details:
  - **Bank Name:** HDFC Bank
  - **Account Name:** PrimeAuto Leasing India Pvt Ltd
  - **Account Number:** 50200012345678
  - **IFSC Code:** HDFC0000240 (*Replaces Routing Number for India*)

- **Late Fees:** If any lease payment is not received by the Lessor within **5 days** of the due date, a late fee of **₹4,200** will be applied. Continued delays may result in further actions as stipulated in the Termination and Penalties section of this Agreement.

## 5. Security Deposit

- **Deposit Amount: ₹76,500** (Approx. 2 months' rent equivalent).
- **Conditions for Return:** The security deposit will be returned to the Lessee at the end of the lease term, minus any amounts required to cover unpaid rents, fees, or repairs not considered regular wear and tear.
- **Interest:** Any interest earned on the security deposit will be retained by the Lessor.
- **Deductions:** The Lessor will provide an itemized list of any deductions made from the security deposit, along with the balance amount, within **30 days** of the termination of this lease.

## 6. Maintenance and Repairs

- **Regular Maintenance:** The Lessee is responsible for the regular maintenance of the Leased Vehicle. This includes, but is not limited to, regular oil changes, tire rotations, brake checks, and any other routine maintenance recommended by the vehicle manufacturer.
- **Unexpected Repairs:**
  - **Minor Repairs:** For repairs costing less than **₹20,000**, the Lessee is responsible for the full cost.
  - **Major Repairs:** For repairs costing more than the aforementioned amount, the Lessor will cover **50%** of the cost, and the Lessee will cover the remainder. The Lessee is required to notify the Lessor prior to authorizing any major repairs.
- **Wear and Tear:** Normal wear and tear are expected. Excessive wear and tear will be evaluated upon termination.
- **Authorized Repair Shops:** The Lessee agrees to use only **authorized service centers approved by the Lessor** for any maintenance or repair work.

## 7. Mileage Limitations

- **Annual Mileage Limit: 24,000 km**
- **Total Lease Term Mileage Limit: 72,000 km** (for the 3-year lease).
- **Excess Mileage Charge: ₹25 per km** for every kilometer over the allowed limit.
- **Odometer Reading:** The Lessee acknowledges and understands that the vehicle's odometer reading will be taken at the start and end of the lease term to determine any excess mileage.

**8. Insurance Requirements** The Lessee agrees to maintain continuous insurance coverage for the duration of the lease term on the Leased Vehicle with the following minimum limits, in accordance with the **Motor Vehicles Act, 1988**:

- **Liability Insurance:**
  - **Bodily Injury / Death: Unlimited Liability** (Statutory Requirement).
  - **Third-Party Property Damage: ₹7,50,000** per accident (Statutory Limit).
- **Collision and Comprehensive Insurance:**

- **Compulsory Deductible:** Not to exceed **₹2,000** (Standard for cars >1500cc).
- **Personal Accident Cover:** **₹15,00,000** for the owner-driver.
- The Lessee shall name the Lessor as an additional insured party.

## 9. Options to Purchase

- **Purchase Price:** The purchase price of the Leased Vehicle will be **₹16,00,000** (Rupees Sixteen Lakhs), minus any principal payments already allocated (if applicable).
- **Notice Requirement:** Written notice must be provided to the Lessor no less than **45 days** before the end of the lease term.
- **Transfer of Ownership:** Upon receipt of the full purchase price, the Lessor agrees to transfer ownership using **Form 29 and Form 30** (RTO Transfer Forms) and provide the NOC.
- **Condition:** The vehicle is sold "as is".

## 10. Termination and Penalties

- **Voluntary Early Termination by Lessee:** The Lessee may terminate this lease by providing **30 days** written notice. The Lessee will be responsible for:
  - Paying all outstanding monthly lease payments up to the termination date.
  - An early termination fee of **₹1,00,000**.
- **Involuntary Termination by Lessor:** May occur due to failure to make payments, breach of terms, or total loss of vehicle.
- **Return of the Vehicle:** Upon termination, the vehicle must be returned in a condition consistent with normal wear and tear.

## 11. State-Specific Provisions

- This Car Lease Agreement is governed by the laws of **India**, specifically the **Indian Contract Act, 1872** and the **Motor Vehicles Act, 1988**.
- The Agreement shall be subject to the jurisdiction of the courts in **Mumbai, Maharashtra** (or the specific state of execution).

## 12. Dispute Resolution

- **Negotiation:** The parties agree to first attempt to resolve the dispute amicably.
- **Arbitration:** If negotiations fail, the dispute shall be referred to a sole arbitrator appointed by mutual consent. The arbitration shall be conducted in accordance with the **Arbitration and Conciliation Act, 1996**. The seat of arbitration shall be **Mumbai, India**. The language of arbitration shall be English.
- **Court Proceedings:** If arbitration is not applicable, disputes shall be resolved in the courts of **Mumbai**.

## 13. Miscellaneous Terms

- **Entire Agreement:** Supersedes all prior agreements.
- **Amendments:** Must be in writing.
- **Governing Law:** Laws of **India**.

**14. Signatures** The parties hereto have executed this Car Lease Agreement as of the Effective Date first mentioned above.

**Lessor:** [Signature] \_\_\_\_\_ **Name:** Michael Roberts **Date:** January 1, 2025

**Lessee:** [Signature] \_\_\_\_\_ **Name:** Emily Carter **Date:** January 1, 2025