**Terms and Conditions**

1. The Purchaser is desirous to Purchase the vehicles on the basis of present condition of the vehicle at the time of the execution of the agreement.
2. The Purchaser shall make the payment to the Seller in the Seller’s bank account having the details provided below via online mode only. The payment shall be made a day prior to the delivery date of the vehicles and shall be subsequently confirmed by the finance team of the Seller before the delivery of the vehicles. The Purchaser shall also make his address and photo id copies available for records.
3. The Purchase, further, has shown his willingness to purchase theand the payment shall not be delayed beyond the agreed date, If it is partly made then the Purchaser undertakes to pay an additional amount of Rs. 100,000 to the Seller, as penalty. This penalty is in addition and exclusively for the breach occurred in connection of the agreement and the penalty amount shall not be adjusted against any other breach occurred under this agreement for which penalty amount is specified and agreed by the parties to this agreement.
4. The Purchaser shall make the payments in the Seller’s i.e. CARZONRENT INDIA PRIVATE LIMITED, bank account, details will be shared once the bid is finalised.
5. The delivery of the vehicles shall be made in accordance with the payment received by the Seller upon confirmation of its finance team.
6. In the event the Purchaser fails to make the payment one day prior to the delivery of the vehicles, the Seller shall provide further **10 (ten)** days (“Grace Period”) for making of the payment. If the Purchaser has not made the payment within the Grace Period, then the Seller shall have a right to levy interest at the rate of 18% p.a. on the amount pending for payment till the day the entire amount has been paid.
7. The Purchaser will transfer the vehicle registration in the books of RTO either in his name or in the name of the end user (as the case may be) within 30 days from the date of delivery and Purchaser shall bear the cost of the transfer fees, which is to be paid to the RTO. If the Purchaser fails to transfer the vehicle registration of any of the vehicle handed over to him under this agreement, within 30 days from the date of delivery of the vehicle, then the Seller shall reserves a right to levy penalty of Rs. 10,000/- (Rupees Ten Thousand only) on the Purchaser, for the breach of the material condition incorporated in the clause, as a result of the lapse on the part of the Purchaser. In case of arising of this situation, the Purchaser, undertakes to make the payment to the Seller within 7 days from the breach, else the Purchaser acknowledges to the fact that he will be exposed to all the legal consequences which the Seller may avail against him in a competent court having jurisdiction.
8. The purchaser undertakes to sign all the relevant vehicle transfer document at the time of signing agreement, which will help the Seller to get the vehicle transferred in the name of the purchaser in such an eventuality. Further the seller undertakes not to use those signed documents/forms etc. before the expiry of the time specified under the agreement for transferring the vehicle by the purchaser. Further the seller undertakes not to use those documents in any other circumstance(s) except stated above.
9. The Purchaser will also submit Rs. 10,000/- per vehicle to transfer the ownership, along with signed transfer papers in advance. This amount is refundable to purchaser at the time of submitting the proof of ownership transfer within 30 days from the date of sale. Else Seller will use this amount to transfer the ownership in purchaser name.
10. The Purchaser will insure the vehicles at his own cost and provide the copy of the insurance policy to the Seller within 15 (fifteen) days from the date of sale/purchase of the vehicle.
11. The Purchaser will not use the vehicle or allow anybody else to use the vehicle for any unlawful act. The Seller shall be in no way responsible, in respect of the vehicles after the sale of the vehicles.

10. Purchaser shall indemnify the Seller from any or all of the below mentioned obligations:

a). claims, compensations, fines, which are the outcome of any accident or unlawful use of the vehicle or any act which is/ from the date of sale/purchase of the agreement.

b). the purchaser undertakes that it shall indemnify the seller for any loss or damage suffered by the seller in case the purchaser is not able to produce the vehicle for production before court or if the vehicle is used or is suspected to/would be used in unlawful act or if the seller is been or is likely to be implicated as a party to any suit or criminal complaint or any court proceeding/s. In the event the Purchaser fails to provide the Vehicle for the purposes set out in this Clause, the same shall constitute a breach of this Agreement.

c) From any of the mechanical defect which occurs after the date of sale/purchase of this agreement, even if the defect so occurs is the result of any earlier defect.

d). that the Purchaser undertakes to indemnify the Seller from any such loss or damages that may occur in case the purchaser is not able to take the fresh insurance policy with immediate effect after the sale/purchase of the vehicles according to the agreement. In the event the Purchaser fails to take fresh insurance for the vehicles, the seller shall not be held liable for the same.

e). for any other losses which may arose after the sale of the vehicles,

11. In case of any dispute arising between the Seller and the Purchaser, the dispute shall be referred to an Arbitrator, appointed by Carzonrent in its sole discretion. The Arbitrator so appointed by Carzonrent shall act in conformity with the Arbitration and Conciliation Act, 1996. The award so passed by the Arbitrator shall be binding upon the Customer as well as Carzonrent.

12. This Agreement shall be governed and construed in accordance with the laws in India. Any dispute arising hereunder shall be subject to the exclusive jurisdiction of the courts in New Delhi, India and its subordinates.

13. All notices, requests, demands and other communications hereunder shall be in writing and the same shall be deemed to be served, if personally delivered or sent by registered mail at the addresses as mentioned in the title to this document. Notices may also be sent through emails; however, such emails must be followed up with a physical notice at the above mentioned address within a period of 30 days