

CAR DELIVERY FORM

Date: 2024-06-06

Booking ID: 85D9BG

CAR DETAILS

Registration No. : KA53MF3183	Make & Model : Renault Kwid
Reg Year : 2018	Variant : RXL 1.0
Odometer Reading : 44721	Chassis No. : -

BUYER DETAILS


Name : Tushar Kumar	Contact No. : 9113987169
PAN : DYYPK2144C	Email ID : tushar.kr0412@gmail.com
Current Address : A511, SBR Pravanika, near Kattamnallur flyover	

TRANSACTIONAL DETAILS

TOTAL AMOUNT PAID : 355722.72	RC Transfer : via Company
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- CARIOT AUTO PRIVATE LIMITED, a Private Limited Company (CIN U50400DL2021PTC388728) having its corporate office at SAS Tower, 3rd floor, Tower B, Ch Baktawar Singh Rd, Medicity, Sector 38, Gurugram, Haryana 122001 (hereinafter referred to as the "Company" or "Cariot").
- This form confirms the physical delivery of the Car to the buyer as per the details mentioned above.
- This transaction is governed and subject to the Terms & Conditions mentioned on the second page of this form, Accordingly, in confirmation whereof, the buyer or his/her Authorized Representative has scribed their respective signature hereof.
- The Car referred to here and in T&C is a used/pre-owned car.

ACKNOWLEDGED AND ACCEPTED



(Buyer/ Authorized Representative)

This document including the attached T&C is computer generated and does not require the physical signature or the Company's stamp in order to be considered valid.

TERMS AND CONDITIONS

Sale of the car is expressly conditioned on the Buyer's assent to these Terms and Conditions who has approached the Company with the intent to buy the Car. "Buyer" will represent the Buyer or his/her Authorized Representative in all communications herewith. The Company shall provide and the Buyer shall take physical custody of the Car on the following terms and conditions.

1. The Buyer represents to the Company as follows:
 - a. That the Buyer has read, understood, and accordingly accepted the Terms of Use and Privacy Policy as detailed in the website www.CARS24.com and the Terms & Conditions which are incorporated into this document
 - b. That the purchase of the Car is only for personal use and not for business or re-sale purposes
 - c. That the Buyer is not prohibited under any applicable laws of India from entering this agreement/transaction.
 - d. That the Buyer has submitted and shall submit all statutory documents to effectuate the transfer of the ownership of the Car as and when required.
 - e. That the Buyer understands and acknowledges that any misrepresentation by the Buyer of any facts shall result in the Company taking appropriate action, including but not limited to taking back the possession of the Car, under the relevant provisions of law with the concerned statutory authorities and/or before the competent Courts/Tribunals.
 - f. That the Buyer shall make the full payment of the price of the Car before taking delivery of the Car.
2. The Buyer has specifically acknowledged and confirmed that prior to taking the delivery of the Car, the Buyer has thoroughly inspected/verified and examined the physical condition of the Car and related documents concerning this transaction to the Buyer's complete satisfaction. Subsequent to the delivery of the Car to the Buyer or any person designated by the Buyer, the Company shall not be liable for any discrepancy whatsoever including the authenticity of the documents/condition of the Car thus all risk and liabilities pertaining to the Car shall pass to the Buyer. However, any discrepancy in the status of the Car shall entitle the Buyer to approach the Company for requisite support if any within 7 (seven) days. The Buyer acknowledges that the Seller disclaims any warranties of fitness for any particular purpose.
3. The Buyer acknowledges that they shall be solely liable for any and/ or all issues related to the Car, whether regulatory and/ or statutory, inter-alia any involvement of the Car in any criminal case, accident, personal injury, theft, challan, etc., subsequent to taking the delivery of the Car from the Company.
4. The Buyer further confirms that upon taking delivery of the Car from the Company, he/she indemnifies and shall keep indemnified the Company and/or its officers and directors and its affiliates from any loss, damage, costs, legal fees, and expenses incurred due to the issue related to the Car including but not limited to the issues arising on account of arranging/ providing a phone number by the Buyer that is not Buyer's phone number
5. If the Buyer opts for Registration Certificate of Car (hereinafter referred to as "RC") Transfer Services from the Company as specified in the aforementioned Car Delivery Form, they shall provide all necessary cooperation and assistance as may be required to effectuate the transfer of the registered ownership of the Car to the Buyer including personal appearances before the government authorities including the RTO (Party Peshi), presenting the vehicle in the RTO (Vehicle Peshi), Sharing OTP for the transfer process (Vaahan or Aadhaar-OTP based authentication, wherever applicable) executing any papers, applications, written statements, affidavits, deeds, agreements or documents as the Company may request.
6. If the Buyer opts for self-transfer of RC as specified in the aforementioned Car Delivery Form, the Buyer shall at his/her own expense be liable/responsible to have the registration of the Car transferred in his/her name within the applicable statutory period and, in any case, not exceeding a period of 120 days from the date of delivery.
7. The Buyer acknowledges that in case the Buyer does not perform his obligation under clause (5) or (6) above, Company shall not be liable for any liability whatsoever that may arise on the Buyer on account of non-transfer of the RC or otherwise and Company shall be entitled to initiate appropriate legal proceedings against the Buyer with respect to any inconvenience caused or losses incurred on account of such breach. Further, in case of breach of this clause by the Buyer, the Buyer shall indemnify the Company for all the claims, losses, damages, and costs including legal expenses raised by any third party or government authority.
8. The Buyer acknowledges that it is the sole responsibility of the buyer to get the purchased car insured in their name, either by transferring the existing insurance of the Car, if valid or by purchasing a new insurance as per the Motor Vehicle Act, 1988. The Company is not responsible for the transfer of existing insurance nor any associated expenses and shall not be liable in case of any losses or expenses incurred in case the insurance has lapsed. In case a new insurance being obtained by the Buyer, the Buyer shall provide a copy of the same to Company for record purposes.
9. The Buyer at their sole discretion, wherever applicable, has availed services of **Cars24 Financial Services Private Limited** to take a motor insurance policy for the Car from its insurance partner. Buyer hereby authorizes Company to transfer the amount payable towards the premium for the above motor insurance to **Cars24 Financial Services Private Limited** for further payment to the insurance provider, on their behalf.
10. The Company may offer services which shall be chargeable at the sole discretion of the Company and in case the Buyer prefers to avail such services and/ or benefits and/ or offers then the Buyer shall be liable to make the non-refundable payment of such charges as shall be applicable for such services, benefits and offers. Any amount of such services, benefits, and offers shall be exclusive from the agreed price of the Car.
11. The Company offers the Buyer a 7-Day Return policy, wherever applicable, from the date of delivery of the Car if the Buyer chooses to return the Car back to Company subject to certain terms and conditions including
 - a. The Car has not been driven for over 500 KMs in 7 days from the date of delivery.
 - b. The Car has not been involved in any accident during the said 7 days period. Return will be subject to an inspection carried out by the Company team once the Car has been handed over to them.
 - c. Company may decide to not honour the claim for a return if the Car is found to be in unsatisfactory condition when being handed over for proposed return to Company.
 - d. Company will deduct the amount from the eligible refund amount to cover for any deductions such as Challan that may have been incurred during the 7-day period before returning the Car.
 - e. Company holds the right to deny return/a buyback refund if it is found that the Car's condition has altered drastically from the time of delivery.

- f. The Buyer must return all the documents in their actual/original form as received from the Company at the time of the delivery of the Car.
- g. The Buyer must return the original car key as well as the second/duplicate car key (wherever applicable) back while delivering the Car back; failure to do so may result in rejection of the refund by Company.
12. The warranty is available to the buyer for the Car subject to the terms and items covered in the warranty booklet provided with the Car. The warranty program offered by Company lists the maximum reimbursement subject to internal checks and post-providing the requisite details asked by the service team. Company Warranty does not cover the following:
- a. Routine maintenance service including cleaning, polishing, engine tuning, carbon cleaning, AC Servicing, AC gas leak, Wheel Alignment & Balancing, Tyre rotation, Calibration/reconditioning of diesel components, injector/nozzles and fuel pump.
 - b. Engine oil, Gearbox oil, Brake fluid, Power steering fluid, Radiator coolant, AC gas, Grease, Battery Acid & Distilled Water.
 - c. Metal parts are damaged due to Rusting or Corrosion.
 - d. Chassis and body parts, Convertible/Cabriolet roof (except mechanical and electronic components), windshield, side, rear, and quarter glass, headlight casings, exterior and interior lighting.
 - e. Any Parts, Components, or Assembly not mentioned in the above list of 'What's Covered?' of the warranty booklet. Any damage caused due to driving in a race, rally, off-roading, or any form of motorsport event.
 - f. Damage caused due to rash driving, road accidents, or any such events.
 - g. Damage to the Bodywork and paint caused due to accidents.
 - h. Failure to maintain the odometer, and mileage tracker in working condition or any attempt to disconnect or tamper will result in the warranty getting voided.
13. The Buyer understands and acknowledges that in case of any change/ amendment in any applicable law if required and mandated, the Buyer shall comply with any such change/ amendment, and the Company shall not be liable for any resultant effect thereof in any nature whatsoever including but not limited to any ownership transfer.
14. The Buyer shall be solely liable for any applicable tax-related issues/matters/compliances pertaining to and arising out of this transaction with the Company regarding the Car.
15. The Buyer agrees and confirms that the Company shall not be liable for any indirect, special, or consequential losses or any punitive or exemplary damages including without limitation any loss of profit/business, manufacturing defect/manufacture warranty, etc. The Company's aggregate liability under this transaction shall not exceed Rs. 1,000 in any manner whatsoever. The Buyer shall first make efforts to recover such losses through insurance. Any amount paid by the insurance company of the Buyer shall also be deducted from the claim, if any, pressed by the Buyer.
16. In case of any difference and/or any dispute between the Company and the Buyer the dispute shall be mutually resolved between the two within a period of 15 (fifteen) days from the reference of any such difference and/or dispute by the Buyer or the Company. In case the dispute/difference remains unresolved the same shall be referred to an Arbitration Tribunal consisting of a sole arbitrator to be appointed by the Company. Any award passed by the said Arbitration Tribunal shall be final and binding upon the Buyer and the Company. The venue of arbitration shall be New Delhi and the language shall be English.
17. Notwithstanding the arbitration clause, the courts situated in New Delhi shall possess exclusive jurisdiction.
18. All the terms and conditions mentioned herein are to be read in conjunction with the first page of this form titled Car Delivery Form.
19. In any legal proceeding brought for enforcement or interpretation arising out of this transaction, the Company and Buyer shall bear their own costs and expenses, including legal fees and expenses incurred in the proceeding

ACKNOWLEDGED AND ACCEPTED

(Buyer/ Authorized Representative)