**STRICTLY CONFIDENTIAL**

**To:**

Hexagon Capability Center India Pvt Ltd.

Plot # 5, 10th Floor,

Divya Sree Trinity Campus, Hi-Tech City, Madhapur

Hyderabad-500081,India

**From:**

Employee Number:

Employee Name:

Unit:

Contact No.:

Email address:

**Application for a Company Leased Car**

I wish to acquire a Company leased car in accordance with the Company’s current car lease policy. The necessary information are given below:

|  |  |  |  |
| --- | --- | --- | --- |
| Amount allocated for Car | : | | |
| Make, Model and Colour | : | | |
| Mileage No of Kilometers (4 Years) Kms | : |  | |
|  |  | | |
| Lease Period in Years | : | \_\_\_ | Years |
| Lease rental (inclusive of ……………) | | | |

Residual value (if applicable) : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Further to the above, I irrevocably confirm that:

1. ♦ the adjustment of lease rentals and any other amounts associated with car lease, I will be liable to pay to Company under the Car Lease Undertaking, out of my compensation is acceptable to me;
2. ♦ in the event of cessation of my employment with the Company for any reason, I will forthwith settle lease termination as per value determined by the Leasing Company based on the Foreclosure Statement or any other process.
3. ♦ at the end of tenure I have an option to own the vehicle or return the vehicle to the leasing company as per option agreed at the beginning with the Leasing company.
4. ♦ in the event of the lease rentals (during the lease period or thereafter) being increased on any account of taxes, duties or any other charges/levies on this transaction now or hereafter, shall be adjusted out of my compensation /paid by me ; and
5. ♦ the lease period option cannot be changed.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_ Location: \_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_

**(*For Admin use only)***

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Lessor : |  | | Engine No. : | |  |
| Lease Agreement No. & date: |  | | Chassis No: | |  |
|  | | Regn. No : | |  | |

**CAR LEASE UNDERTAKING**

I ……….....................………......... (Employee serial no. …..….) confirm to have received on this …………..Day of ………………………….. the vehicle more particularly described in the schedule to this letter (hereinafter referred to as the “Vehicle”) under the Car Lease introduced by the Company and undertake as under:

1. That the vehicle lease contract is formed upon the vehicle quotation being signed by the parties. The signed vehicle quotation creates a firm and binding contract on behalf of both parties to enter into the lease contract and forms the basis of the raising of the purchase order on the dealer / manufacturer by Company for acquisition of the vehicle. In the event, that I cause cancellation of, or instructs Company to cancel a purchase order with the supplier of the vehicle, or I shall refuse or unable for any reason to accept delivery, Company shall be entitled to terminate the vehicle lease contract of the aforesaid vehicle and the I will pay to Company within ten (10) days of receipt of written demand of all costs, charges, expenses, damages, if any incurred by Company arising out of such action by me. The vehicle lease contract takes effect on the day when a vehicle is delivered to me and applies until the day of its return inclusive. Unless earlier terminated, the contract shall be terminable at the end of this lease period without the need for either party to carry out any formality.

1. That in addition to the Car Lease Policy introduced by the Company, the usage of the vehicle shall also be governed by the Master Lease Agreement between the Company and ALD ………FULL name…………………………. including all annexures and manuals forming part thereof and that a copy of such Master Lease Agreement will be furnished to me to read and understand the contents thereof, if needed.
2. That I shall use the vehicle only for the purposes for which such vehicle has been provided and shall not subject the Vehicle to any unauthorized usage or for illegal, personal and/or commercial gains. That I will exercise all such care and caution as a prudent person would as regard the use of the Vehicle while the same is in my use and possession including complying with all statutory and other requirements of laws, rules, regulations or directions applicable to driving, use and operation of the Vehicle in that behalf, including but not limited to:
3. Holding of a valid driving license as per the class of the vehicle.
4. Ensuring payment of all taxes and statutory dues of the vehicle including vehicle fitness test, if required.
5. Undertaking the 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.
6. Agreeing not to suffer or permit the vehicle to be used for the purposes of any modifications, racing, pace making, rallies, reliability trials, speed testing, driving tuition or to be used by any person who does not hold a valid driving license.
7. Ensure at all times that all statutory certificates, documents, licenses and permissions pertaining to the vehicles are kept updated and readily available in the vehicle for verification by regulatory authority and if any of these documents are lost or stolen, I will bear the cost of obtaining duplicates.
8. Ensure that Vehicle is not driven under the influence of alcohol, psychotropic or narcotic substances by me or anyone authorized by me.
9. That I confirm to not transfer, assign or otherwise dispose of or purport to transfer, assign or dispose of 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.
10. That if third parties (including any governmental, statutory or other authority) lay claims to or otherwise act in respect of a Vehicle (including by way of impounding the vehicle) or for any violations (including traffic violations, accident etc.), I shall take immediate action to safeguard the interests of the Company and I shall be solely responsible for financial as well as any nonfinancial impact of the same.
11. That I shall indemnify the Company towards any costs that Company may impose under the Master Lease Agreement pertaining to misuse or mishandling of the vehicle which Company may have to bear.
12. That I shall service/repair the Vehicle only at an approved authorized workshop.
13. That I agree that under partial service lease, scheduled servicing and repair and maintenance subject to normal wear and tear shall be borne by me. I agree to continue paying the lease rentals even when the car is being repaired/serviced/maintained.
14. That I shall indemnify absolutely, unconditionally and at all times keep indemnified, saved, defended and harmless the company against all claims, demands, rights, actions, proceedings of whatsoever kind of nature made taken by any person or party and against all and any losses damages, costs, charges, expenses and liability of any kind or nature whatsoever which Company may suffer, sustain incur or to be exposed in respect of the said vehicle including for any traffic laws violation and associated liability or any Third party liability for any reason.
15. That I agree to inform the Company & Vendor as soon as practicable and in writing within (5) working days upon the occurrence of any event that causes any damage or loss to the Vehicle and/or its accessories, including accident, theft, fire explosion, self-ignition or lightning, burglary, housebreaking, riot, strike, earthquake, flood, typhoon, hurricane, storm, tempest, inundation, cyclone, hailstorm, frost, malicious act and/or terrorist activity.
16. That In the event of a pre-closure or an early termination of the Vehicle Lease Contract, I undertake to bear any financial consequences arising from the pre-closure or early termination of this vehicle lease contract.
17. That upon the normal or early termination of the vehicle lease contract, I unless otherwise agreed, return the vehicle at my own expense and on my responsibility to the location where the vehicle was originally collected at the inception of the contract. Any costs and expenses incurred to recover the vehicle shall be reimbursed to Company/Vendor based on an invoice issued by them for these charges. The vehicle must be returned with all documentation, duplicate keys, vehicle registration document, valid road tax / annual tax receipts, fitness & permit etc. and with its accessories. It must be in at least “standard condition” which is defined as a vehicle that has been subjected to normal wear and tear considering the duration and kilometrage of the vehicle.
18. That If the joint examination shows that the vehicle has been involved in an accident, the quality of the repairs effected will be examined. If the repairs have been carried out without informing Company/Vendor in writing in advance or not complying to professional standards or are defective for any reason, the same will be remedied at my expense, which I will then be obliged to pay as lease charges until the repairs undertaken by Vendor have actually been completed.
19. In the event of any failure or delay on my part to fulfil my obligations hereinabove, the Company will have a right to take whatever action is necessary to recover the amounts due from me including the holding of my full and final settlement dues till such time the Vehicle dues are repaid by me.
20. That I shall indemnify and make good any loss caused to Company due to rejection by the insurance company of any insurance claim (if any) for any fault of mine or any other person duly authorized by me to drive the vehicle or in any other circumstances.
21. That I accept receipt of all the original documents viz Registration book, Insurance policy, 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 Statutory authority.
22. That I shall use the Vehicle in accordance with instruction as indicated in the Manufacture’s Manual of Vehicle and shall not make any alterations, additions or changes to the Vehicle(s), without the prior permission and consent of Company and also ensure that any alterations, additions or changes to the Vehicle(s) does not impact the functionality of the Vehicle nor it impact the warranty of the Vehicle as provided by the Manufacturer.
23. That I agree to pay excess charges if the actual travelled kilometers exceed the number stated in the lease contract; In the event of any tampering with the kilometrage counter, Company will be entitled to terminate the relevant vehicle lease contract.
24. In case of an accident involving multiple parties, a police complaint must be registered if any of the other parties registers a complaint.
25. I also agree and undertake that in the event any damage is caused to the Vehicle as a result of the additional accessories being installed or removed I shall bear the expense of fully repairing the damaged so caused;
26. That I shall ensure that to enable Company to lodge an insurance claim, I undertake to furnish all necessary documents as filing for an FIR etc. to Company as required.

1. That I agree that the Laws of India shall govern this Car Lease Undertaking. The Courts of Hyderabad shall have exclusive jurisdiction in respect of any matter, claim or dispute arising out of any matter, claim or dispute arising out of or in any way, relating to this Car Lease Undertaking.
2. That I agree with the right of Company and/or Vendor to insure Vehicle in any manner as deemed fit in best interest of the Vehicle.
3. That under no circumstances shall Company or Vendor be held liable by me or a third party. Any such liabilities arising during the normal lease term shall be my sole liability which I shall meet from my third party liability coverage, unless such liability arises from gross negligence of Company/Vendor.

Employee Name :

Employee ID :

Current Address :

Permanent Address :

Place :

Signature of Employee :

Witness :

**SCHEDULE**

|  |  |
| --- | --- |
| **Vehicle Make** |  |
| **Registration Number** |  |
| **Chassis Number** |  |
| **Engine Number** |  |