



Bike Lease Rental Terms and Conditions

1. Prerequisites for Leasing:

In order to successfully lease the Vehicle from RentoMojo, you must have completed at least 20 (twenty) years of age. Further, you shall produce certain documents and undertake to perform certain actions as mentioned below:

- a. Produce the following documents in self-attested form:
 - i. Valid Driving License (Mandatory)
 - ii. Current address Proof (Mandatory)
 - iii. PAN Card (Additional doc to strengthen the profile)
 - iv. Any other documents as required and intimated by RentoMojo (Profile check and intimation from KYC)

- b. In addition to the same, you undertake to Co-operate in signing all the relevant leasing documents provided by RentoMojo as per its leasing policy to be submitted to RTO (if applicable).
 - i. Deposit the specified security deposit amount of Rs. 5,000 with RentoMojo. This security deposit shall be repaid after any deductions, by RentoMojo within 7 (seven) -10(ten) business days of return of the vehicle, provided all the account details of the lessee is given.
 - ii. Inspect the condition of the vehicle provided and notify RentoMojo of any discovered problems and defects therein before accepting the delivery. Once the vehicle delivery is accepted, RentoMojo shall not be responsible for any complaints made thereto for the condition of the vehicle.
 - iii. Not use the vehicle in order to earn any commercial gain. You understand that the vehicle is for personal use only.

2. Delivery of Vehicle:

- a. Lessor may either instruct dealer to deliver the vehicle to Lessee(s) at Lessee(s)'s specified location mentioned in the Lease Schedule, or authorize Lessee(s) to seek delivery of the vehicle, in pursuance of this agreement. Lessor makes no representation as to any performance of supplier.
- b. In case of any loss suffered by Lessee(s) due to non-delivery, delay in delivery, failure in delivery, any damages prior to or during delivery or commencement of Lease, Lessee(s)

will not hold Lessor responsible for such delay or damages and hold Lessor harmless against such instances.

- c. The lessee has to be present at the agreed date and time, failing which, an extra delivery cost of Rs. 500 will be charged by the lessor.
- d. Lessee(s) acknowledges and confirms that:
 - i. Vehicle has been selected by Lessee(s), based on Lessee(s)'s own judgment regarding use of the vehicle and without in anyway relying on any claim or representation made by Lessor, from an authorised Supplier/dealer, for specifications confirmed by Lessee(s).
 - ii. Lessee(s) has or shall have examined the vehicle before accepting its delivery and has satisfied himself as to its condition and suitability for Lessee(s)'s purpose, and its compliance with any prescribed safety standards.
 - iii. Lessee(s) shall sign the necessary documents (viz., tax invoice, delivery challan) at the time of delivery, which will serve as an evidence of delivery and acceptance of the vehicle, therefore be regarded as acceptance letter. It is agreed that Commencement Date may be a date prior to the date of such acceptance letter.
 - iv. Lessor has given no representation or warranty regarding the quality, fitness, safety or suitability of the vehicle, and no person is authorised by Lessor to do so. Lessor is not the dealer, agent or representative of Supplier.
 - v. Lessee(s) does not have and shall not have during the term or as a condition of this Agreement any title to the vehicle.
 - vi. After the delivery of the vehicle by the Supplier to the Lessee(s) under this Agreement, the Lessee(s) shall be liable or responsible to any third party/parties for any liability, claim, loss, damages, or expenses of any kind or nature whatsoever arising from the transportation and use or operation or failure to operate or perform the vehicle.
 - vii. Lessee(s) will look to Supplier, and not Lessor, for any collateral, warranty or Supplier service in relation to the vehicle, the benefit of which Lessor may/will assign to Lessee(s) as may be required during the term; provided however that any claim against Supplier for any defect in the vehicle or supplier warranties or Supplier Services that results into any cash claim shall be receivable by Lessor, as owner of the vehicle.
- e. The job card will be presented to the lessee at the time of delivery, which will contain a detailed description of vehicle given, and the same will be compared at the time of return to ascertain damages to the vehicle if any. Both lessor and lessee will sign the job card and maintain a copy of the same.
- f. The following documents, shall be kept in the vehicle at all times by you ("Vehicular Documents"):
 - i. Copy of the Registration Certificate.
 - ii. Insurance Papers provided by RentoMojo.
 - iii. Pollution Under Control (PUC) Certificate provided by RentoMojo. In case of expiry of PUC Certificate, you undertake to inform RentoMojo of such approaching expiry/ expiry.

3. Use and Maintenance of Vehicle:

- a. Lessee(s), and/or the actual user authorized by such Lessee(s) will:
 - i. Use and keep the Vehicle in good working order and operating condition, and shall maintain the Vehicle in accordance with its manufacturer's servicing and warranty schedules and recommendations, and in particular, Lessee(s) will

- ensure that the vehicle at all times during the Term and till the vehicle is delivered back to the Lessor, has a good working order and condition, and meets the Standard Conditions.
- ii. Co-operate and agree to assist RentoMojo in picking up the vehicle in case of scheduled periodic maintenance. RentoMojo is to give a minimum notice of 24 hours before picking up the vehicle and to drop the vehicle back at the lessee's premises within 12 hours unless prior intimation given to the lessee for the delay. All repairs and maintenance other than regular servicing will be borne by lessee. Lessor is not obliged to provide any roadside assistance. However, in case of any emergency the same will be provided on chargeable basis and the cost will be shared with the lessee at the time of request placed by lessee. The lessee undertakes to not leave the vehicle in transit location else the lessor has the right to take back the vehicle and forfeit security deposit.
 - iii. Not put the vehicle to any excessive or improper use, or use in improper situations, or do anything that might adversely affect its value, utility, marketability, or in any manner render the vehicle unusable. Use the vehicle only within city limits.
 - iv. Not attempt to sell, offer for sale, dispose of, encumber in any manner, create charge, lien, sub-lease, rent out in any manner for any part of the Lease Term or part with physical or constructive possession of the Vehicle without Lessor's prior written consent.
 - v. Not to capitalize the leased vehicle in Lessee(s)'s book and not to claim depreciation by the Lessee(s) during the lease.
 - vi. Without prejudice to the generality of the provisions contained herein, in the event of any accident including injuries / damages to any third party or the vehicle, or any theft or burglary of the vehicle or any part and/or accessory thereof, the Lessee(s) shall, report the same to:
 - vii. The police station having competent jurisdiction, within 48 (forty eight) hours, of the knowledge of the accident / theft or such similar incident. The Lessee(s) shall obtain from such police station a copy of the complaint or first information report ("FIR"), as may be provided by such police station and ensure that the registration, chassis and engine number are specified in the complaint or FIR, as the case may be.
 - 1. The Lessor, within reasonable time of the knowledge of the accident / theft or any accident involving the Vehicle in any manner whatsoever.
 - 2. The Insurer, with whom the Vehicle is insured within time prescribed by the Insurer.
 - 3. Lessee(s) shall keep the asset free and clear of all levies, liens and encumbrances.

Lessee(s) shall not tamper with any identifying marks, make any alterations, additions or improvements to the vehicle which would render the manufacturer's or Supplier's warranty vitiated in any manner or are not permitted under the Motor Vehicles Act, 1988, as may be amended from time to time, or the relevant rules framed thereunder, or which change the condition of the vehicle thereof without the prior written consent of the Lessor in writing and all such additions, improvements, alterations, modifications of any nature whatsoever, when made to the Vehicle by Lessee(s) (whether at its own cost or not and whether with or without the approval of the Lessor) shall belong to the Lessor and be deemed to be part of the vehicle. In the event the Lessee(s), without prior written consent of Lessor, carries out any material alteration to the vehicle which may adversely affect the life, condition, utility or

appropriateness of use, or market value of the Vehicle, the Lessee(s) shall, upon written demand of the Lessor, make good the damage caused by such a modification carried out by the Lessee(s).

With regard to the registration of the Vehicles; Lessee(s) undertakes the following:

1. For the purposes of the Motor Vehicles Act, 1988 as may be amended from time to time ("the Act"), and the provisions thereof, or under any law or regulation pertaining to the ownership or use thereof, if the Vehicle provided on Lease hereunder requires registration, the Lessee(s) shall be responsible for having the Vehicle registered with the transport authority within the due time limits as per the Act. However, the Lessee(s) may request the Lessor to arrange for the registration of the Vehicle with the transport authorities on its behalf.
2. It shall be the sole responsibility of the Lessee(s) to provide necessary documentation including proof of address required for the Vehicle registration process for effective registration of Vehicle, indicating, wherever such law or regulation so permits, the ownership of the Vehicle by the Lessor. Where the relevant law or regulation does not permit registration of Vehicle in the name of any person other than the effective user thereof, the Parties understand that notwithstanding registration of Vehicle in the name of Lessee(s), Lessor is and shall always remain the absolute legal owner of Vehicle. The Lessee(s) shall ensure that suitable endorsement is duly made in the registration certificate book, in favour and in the name of the Lessor. The copy of RC book with endorsement may be forwarded to the Lessor immediately once the registration is completed.
3. Lessee(s) shall, where the Lessor so requires, produce evidence of registration of vehicle to Lessor, and provide to Lessor such authority as may be required to have the registration changed or endorsed in the name of the Lessor whenever needed by the Lessor at the Lessor's sole discretion.
4. Lessee(s) undertakes and hereby authorises the Lessor to have the said registration transferred in the name of the Lessor or its nominee on the termination of this Agreement or in the Event of a Default or earlier termination in accordance with this Agreement and / or expiry of the Lease Term. The Lessee(s) shall ensure that the relevant registrations as may be required under any law or regulation for transfer of registration in favour and in the name of the Lessor are duly complied with.
5. Lessee(s) shall not have any objection to inspection by the Lessor or any person duly authorized by the Lessor in writing, when requested with a prior written notice of 10 (ten) working days to Lessee(s), and at all reasonable times (the term all reasonable times shall mean business hours on working days), request the Lessee(s) to inspect, view and examine the state and condition of the Vehicle, and for that purpose the Lessee(s) shall permit entry in the premises where the Vehicle is placed. In case of emergency, the requirement for prior written notice by the Lessor or any person so authorized by the Lessor, as mentioned above, shall be dispensed with.
6. Lessee(s) hereby also undertakes during the period of use of Vehicle, to comply with all provisions of the Act and rules framed thereunder and shall cooperate from time to time undertake such tests, checks including Vehicle fitness test, PUC certificate, at Lessor's cost and expenses.
7. The monthly usage limit of the vehicle is 1,200 km. post which the lessee undertakes to pay for maintenance of vehicle at Rs. 0.1 Rs. per Km. over and above 1,200 km/ month as a part of regular wear and tear. This will be charged over and above the monthly lease rental and will be collected at the time of return of the vehicle.
8. Over and above the charge paid for exceeding the usage limit, the lessee undertakes to pay Rs. 300 per month irrespective of the usage as a part of periodic maintenance of the vehicle

which may be done by the lessor on behalf of the lessee. The same is included as a part of lease rental paid by the lessee in the lease rental schedule

4. Lease Period

The Vehicle shall be leased for a period as specified in the lease rental schedule (Lease Period). In the event that the Vehicle has to be returned prior to the Lease Period, lessee shall be liable to pay the Lease rental for the entire Lease Period. The lease for the Vehicle shall be charged as per the payment policy along with the Security Deposit to be collected by RentoMojo as specified in the payment policy.

5. Security deposit

At the inception of this Agreement Lessee(s) will pay Lessor the amount mentioned in the applicable Lease Schedule as and by way of interest-free Security Deposit ("Security Deposit") to ensure due compliance of the terms and conditions of this agreement including the return of the Vehicle by Lessee(s) at the end of the Lease Term.

1. Lessor may at Lessor's discretion, appropriate any amount or amounts from time to time, out of Security Deposit to be adjusted against any amount fallen due under this agreement but not paid by Lessee(s), and to that extent, the Security Deposit shall be deemed to have fallen in deficit.
2. Lessor may require Lessee(s) by notice to immediately make good any deficit in Security Deposit. Any such deficit shall, on the date of notification by Lessor, be deemed to be amount payable by Lessee(s) hereunder.
3. The Security Deposit shall be refundable at the termination of the agreement, provided Lessee(s) has not defaulted under any of the terms and conditions of the Agreement and the Lease Schedule. From the amount to be so refundable, Lessor shall be entitled to make the following deductions.
4. All sums remaining unpaid by Lessee(s);
 - a. As estimated amount on account of sums payable by Lessee(s) the exact amount where of is not ascertainable at the time of such refund;
 - b. Where, in view of the continuing indemnities provided by Lessee(s) hereunder or for any other reason, it is likely that any liability of Lessee(s) hereunder shall arise in future, Lessor may retain such part of the deposit as is necessary to take care of such liability.
 - c. Subject to clause c) i, ii, iii Lessor will refund the Security Deposit at the end of the Lease Term.

6. Payment policy

1. The security deposit as per the terms and conditions mentioned above is Rs. 5,000 for all the bikes
2. Lessee to pay lease rentals as per the lease rental schedule.
3. Extra charges (if any) have to be paid at the time of delivery. This will be informed at the time of delivery

4. Billing cycle is 1st to 30th of every month. First month's rent will be calculated on a pro-rata basis from the date of delivery until the 30th of the following month.
5. Monthly rentals have to be paid on or before the 10th of every month (due date) to avoid late payment fee of 10% on outstanding amount. Lessor reserves the right to revise the late payment fee at any given point of time.
6. Refundable deposit does not include any monthly rent. It is simply a security deposit which takes care of the damages (if any), maintenance as per actuals and any default in payments. No outstanding monthly rental except default will be adjusted against the deposit.
7. Please note that the lessor has the right to physically remove the rented item in the event of default of monthly payments if not paid 15 days from the due date (10th of every month).
8. RentoMojo reserves the right to charge additional security deposit; or ask for advance rental in case of a high value / bulk order which will be adjusted against the rental due towards the end of the committed tenure

7. Loss of Vehicle and Damage to Vehicle:

Lessee acknowledges and agrees that RentoMojo maintains no control over operation of the Vehicle. In case of any loss or damage to the Vehicle, lessee shall duly inform RentoMojo about the same. Any replacement of parts of the Vehicle shall require the explicit written consent of RentoMojo.

Lessee is responsible for any and all damage to the Vehicle. This includes but is not limited to any form of loss, theft, or damage to the Vehicle, (usual wear and tear accepted) you, other persons and/or property; caused due to your actions or that of any third party.

In case of loss of Vehicle, the Security Deposit with RentoMojo shall be retained as a cost for recovery of loss of the Vehicle. In case of any and all damages to the Vehicle, including but not limited to damage caused due to collision, accident, theft, vandalism, fine, acts of god, or others events, tampering of parts of the Vehicle, you shall bear the expenses associated with it. Any Insurance claims shall be subject to clause below.

8. Insurance:

During the subsistence of this lease or and till the Vehicle is delivered back to the Lessor in good order and condition, the Lessor shall at its own expense comprehensively insure the Vehicle leased hereunder. The Lessee(s) shall not do or omit to do or be done or permit or suffer any act which might or could prejudicially vitiate or affect any such insurance.

Lessee(s) will:

- a. Lessee(s) does hereby cede to Lessor all Lessor's rights to and interest in the insurance policy/policies taken out in respect of the Vehicle. Lessor shall be entitled to claim and receive all monies payable under the aforementioned insurance

policy/policies and to sign all documents on Lessee(s)'s behalf as may be necessary to recover all amounts payable under the insurance policies. The Lessee(s) further agrees not to do or permit or suffer to be done anything which might prejudice any such insurance.

- b. No Loss shall relieve the Lessee(s) of the obligation to pay Lessor Lease Rentals and all other amounts owed hereunder.
- c. In the event of theft or total/irreparable loss or damage to the Vehicle(s) as a whole, the Lessor shall
- d. If any vehicle is lost, stolen or damaged beyond economic repair Lessee(s) must immediately notify Lessor by telephone or any such quick mode of communication deemed appropriate and also in writing and at Lessee(s)'s cost replace that vehicle with another vehicle of like nature approved by Lessor. Title in respect of such replacement vehicle will vest in Lessor from the date on which it is delivered to Lessee(s) and this Agreement will continue with respect to that vehicle as if it was the original vehicle. Lessee(s) agrees and undertakes to accept delivery of such replacement vehicle on Lessor's behalf with the intention that Lessor will become owner of such vehicle. Lessee(s) agrees to enter into an amended Lease Schedule recording the replacement vehicle.
- e. In the event of Insurance Proceeds received from Insurance Company in case of theft or total/irreparable loss or damage to the Vehicle(s) as a whole, The Lessor may at its option decide that any insurance proceeds received under the said insurance shall be applied at the option of the Lessor in making good the damage; or in replacing the Vehicle(s) or any item thereof by other similar Product or item to which the terms of this Agreement shall apply.

9. Pick up policy:

Lessee must return the vehicle on the agreed upon date/time at the agreed upon location unless you contact RentoMojo at least 1 (one) week in advance and a mutually alternative date/time or location is agreed upon or in case you would like to extend the lease period. Lessee is at the liberty of extending the period of the lease of your vehicle at any time till 1 (one) week before the time of return of the vehicle and the same shall be considered by RentoMojo subject to availability of the vehicle and/or other factors.

For the purpose of this Bike Lease Agreement, the vehicle shall be deemed returned, only if all the Vehicular Documents are deposited along with the Vehicle.

The vehicle shall be returned in a roadworthy condition in the way you had received it from RentoMojo apart from the normal wear and tear. Any and all additional charges that may be incurred by RentoMojo for the upkeep of the vehicle due to your usage including but not limited to, excessive cleaning and/or repairs beyond normal wear and tear shall be deducted from the Security Deposit.

You undertake to deposit the Vehicular Documents of the vehicle, in your possession as a result of this lease arrangement, along with the vehicle. In case of loss of any and all these documents, you shall fully co-operate with RentoMojo to procure the duplicate of these documents and you understand that the Security Deposit shall be completely retained by RentoMojo.

10. Late Return of Vehicle & Late Payments:

In case of the vehicle having not been returned validly as per clause above, RentoMojo shall levy the lease on a pro-rata basis for the number of days the return of the vehicle was delayed. In case of non- payment of the additional lease, RentoMojo shall deduct this amount from the Security Deposit.

In case you default in payment of the lease rental amount beyond 7 (seven) days, you shall be liable to pay an interest of 10% (ten percent) per month on the lease rental.

11. Indemnification:

Without prejudice to any other right Lessor may have, Lessee(s) shall indemnify and keep Lessor indemnified against:

- a. any loss of or damage to the Vehicle, however arising other than normal wear & tear;
- b. any losses, costs, charges or expenses (including between attorney and client and costs of litigation) or outgoings which Lessor shall certify as sustained or suffered or incurred by Lessor as a consequence of occurrence of an event of default;
- c. any loss which Lessor may suffer as a result of any representation or warranty made by Lessee(s) in connection with this Agreement being found to be materially incorrect or misleading;
- d. any losses, costs, charges, claims, damages, expenses or liabilities incurred in tort;
- e. any losses, claims, damages, expenses, liability for any death, injury or damage to any person or property or Lessor may suffer/ incur arising directly or indirectly from the Vehicle or its use, whether caused willfully/ or the result of rash and negligent driving or any malicious act;
- f. any claim for breach of intellectual property rights arising in connection with the Vehicle or its use;
- g. any cost incurred by Lessor in seeking repossession of the Vehicle, getting the same repaired, refurbished or restored;
- h. any loss or liability incurred by Lessor resulting from possession, use or operation of the Vehicle by Lessee(s); and
- i. any liability which Lessor may incur under any tax legislation by reason of the use of the Vehicle for any purpose other than as stated by Lessee(s) to Lessor;
- j. Provided that such loss, damage, claim or liability is not due to Lessor's negligence. Each indemnity in this clause is a separate and independent obligation and continues after termination of this Agreement.

12. Miscellaneous:

A waiver by RentoMojo of any breach of this Bike Lease Terms & Conditions is not a waiver of any additional breach or waiver of the performance of your obligations under this Bike Lease Terms & Conditions. This Bike Lease Terms & Conditions does not constitute an arrangement under the Rent a Motorcycle Scheme, 1997. RentoMojo's acceptance of payment from you or RentoMojo's failure, refusal or neglect to exercise any of our rights under this Bike Lease Terms

& Conditions does not constitute a waiver of any other provision. Unless prohibited by law, you release us from any liability for consequential, special or punitive damages in connection with this lease or the reservation of the Vehicle. If any provision of this Bike Lease Terms & Conditions is deemed void or unenforceable, the remaining provisions are valid and enforceable.

LIST A

Do's:

1. Follow speed limitation, traffic rules or directions of the police or other enforcement agencies
2. Comply with all Motor Vehicle laws, rules notifications, and other general laws at all times
3. Maintain the Vehicle in good condition
4. Carry out repairs and maintenance at regular intervals

Don'ts:

1. Races of any type or speed contests or competitions.
2. Any or all type of stunts causing danger to yourself or to the pillion or fellow travelers/public.
3. Riding without safety helmets and necessary safety gear.
4. Riding with more than one person as pillion.
5. Illegal parking.
6. Commercial usage of any type deriving financial benefits.
7. To carry out any type of anti-social acts or crimes or illegal acts.
8. To pull or tow any other two wheeler for any purpose.
9. To be rode under the influence of alcohol/drugs or any other conscious reducing item.
10. Uncommon usage, irresponsible riding methods, over stressing and mishandling the Vehicle causing excessive wear of the Vehicle parts and undue damage.
11. Riding while using any type of electronic gadgets by the rider himself or the pillion causing distraction and loss of concentration of the rider.
12. Engage in illegal/uncommon acts while using the Vehicle.
13. Using the Vehicles to carry unlawful/dangerous/hazardous material.
14. Attaching any external structures to the Vehicle or causing damage to the vehicle or other vehicles/human beings/animals coming in contact with it
15. Using fuel other than the prescribed quality for the Vehicle or nature causing internal damage to the engine components.
16. Attempting to steal/replace any part of the Vehicle in the name of repairs.
17. Tampering with the parts and their assembly from the usual setting and changing lubrication oil without the permission of RentoMojo.

These forbidden acts listed above are not comprehensive in nature and any other activities not mentioned here that may prove to be detrimental to the Vehicle or the reputation of RentoMojo will be considered as illegal and action will be initiated against you.