



महाराष्ट्र MAHARASHTRA

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MT 754509

MOTOR VEHICLE LEASE
AGREEMENT

BETWEEN

SAI TRAVELLS KANKAVLI

AND

SINDHUDURG SHIKSHAN
PRASARAK MANDAL'S COLLEGE
OF ENGINEERING



This agreement is made this 26 day of Feb 2016

BETWEEN

Sai Travells, Kankavli [Hereinafter referred to as the "Lessor" which article shall wherever the context so admits include its assigns and successor in title] of the one part;

AND

Sindhudurg Shikshan Prasarak Mandal's College of Engineering, Kankavli of [hereinafter referred to as the "Lessee" which article shall wherever the context so admits include its assigns and successor in title] represented by registrara of the other part;

RECITALS;

1. Whereas the Lessor is the owner of a make and model of vehicle motor vehicle of the following description : registration number mh07c9974 Model lev; Chassis number mc2a5hrtofb309288; Engine number e413cdfb018752 Color white; Year of Manufacture Feb. 2015.
2. Whereas the Lessor is desirous of leasing and the Lessee has agreed to lease the aforesaid motor vehicle on the terms and conditions herein contained

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. RENTAL

The motor vehicle is hereby applied no rent.

2. DURATION

The agreement shall endure till cancellation between the mutual agreement of the Parties.

3. THE LESSORS OBLIGATIONS

The Lessor hereby agrees:

- 3.1 To grant the Lessee exclusive use and possession of the motor vehicle during the duration of this agreement, save as is provided for by the agreement;
- 3.2 To grant the Lessee quiet possession of the motor vehicle;
- 3.3 To keep the motor vehicle comprehensively insured with a reputable insurance company throughout the duration of this agreement;

- 3.4 To be responsible for the normal service, repair, fair wear and tear of the motor vehicle and to provide the Lessee with another vehicle for temporary use within 48 (Forty Eight) hours while repairing the vehicle;
- 3.5 To provide the Lessee with a Photostat copy of the registration book of the motor vehicle;
- 3.6 To provide the Lessee with the option to replace the motor vehicle with another vehicle one (1) year from the signing of this agreement on the terms and conditions contained herein.

4. THE LESSEE'S OBLIGATIONS

The Lessee hereby agrees:

- 4.1 To ensure that the motor vehicle is used in a skilful and proper manner and only driven by persons that bear a valid driving permit;
- 4.2 To ensure that no alterations are made to the motor vehicle or any component removed unless it is immediately replaced by the same component or by one of the same like, make and model or an improved or advanced version;
- 4.3 To report to the nearest Police and inform the Lessor within **48 (forty eight) hours of any damage to or loss of the motor vehicle;**
- 4.4 To be responsible for costs relating to fuel, tyre puncture and oil topping up between services as well as any costs of parking fines and towing expenses for illegal parking;
- 4.5 To ensure that the motor vehicle is only used within Uganda;
- 4.6 To yield the vehicle to the Lessor in good mechanical condition on the expiration of the contract, save for normal wear and tear of the same.

5. TERMINATION OF THE AGREEMENT

- 5.1 The Lessee shall have the right to terminate this Agreement, upon it giving the Lessor 1 (one) month's notice in writing.
- 5.2 The Lessor shall have the option to terminate this Agreement upon giving the Lessee 1 (one) month's notice in writing and upon the Lessor refunding any rental fees paid in advance, given the fact that rent is payable 1 year in advance, over and above the notice period.

6. NOTICES

Any notice to the Lessor shall be sufficiently served if sent by registered post to the first address specified above or directly served on him or on any known agent authorized by him and notified to the Lessee as authorized to receive notices on his behalf.

Any notice to the Lessee shall be sufficiently served if sent by email to **Sindhudurg Shikshan Prasarak Mandal's College of Engineering**

FORCE MAJEURE

Neither party to this Agreement shall be liable for failure to perform any of its obligations hereunder if prevented from doing so by reason of force majeure.

7. ENTIRE AGREEMENT

This Agreement together with the schedules and annexes hereto constitutes the entire agreement and understanding between the Parties and supersedes all previous agreements, understandings and/or representations between the Parties.

8. WAIVER OF REMEDIES

No forbearance, delay of indulgence by either Party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of either Party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for the Party is exclusive of any other, power or remedy available to the Party and each such right, power or remedy shall be cumulative.

9. ASSIGNMENT & CHANGE IN OWNERSHIP/MANAGEMENT ,

10.1 The Lessor shall not assign or transfer its obligations and or rights under this Agreement to any third party, whether an associated entity or not, whether in whole or in part without the prior written consent of the Lessee.

10.2 The Lessor shall immediately notify Lessee of any change of ownership or management of the Lessee's business.

10. HEADINGS

The headings to the clauses of this Agreement are for the ease of reference only and shall not affect the interpretation or construction of the Agreement.

12. GOVERNING LAW

This Agreement shall in all respects be governed and construed in accordance with the Laws of Maharashtra & India.

13. RESOLUTION OF DISPUTES

Any dispute arising between the Parties shall be determined by a court of competent jurisdiction in India and may upon agreement between the Parties be submitted for arbitration.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by its duly authorized representatives as of the day and year first above written.

SIGNED BY REGISTRAR Sindhudurg Shikshan Prasarak Mandal's College of Engineering

Signature: [Signature]
SAGAR SURAN SARKAR
This 02 day of Feb 2016



In the presence of: AMODIKAR VISHAL LAXMAN

Name:
Address: Kankavli (wanki wadi)

Signature: [Signature]

SIGNED for and on behalf of Sindhudurg Shikshan Prasarak Mandal's College of Engineering

Name: SACHIN SADDANAND MANDGUR
Signature: [Signature]
This 26 Day of Feb 2016

In the presence of
Name: AMODIKAR VISHAL LAXMAN

Address: Kankavli wanki wadi
Signature: [Signature]

FORM 23
[See Rule 48]

Certificate of Registration

Registered No. MH07.C.9974

*Brief description of vehicle. LCV.

Name of registered owner Sachin Sadanand

Son/wife/daughter of Mihadgut.....

Full address (Permanent) A.P. - Near S.M.

High School M.K. Road.

Kankavali Tal. Kankavali

Dist. - Sindhudurg

Full address (Temporary)

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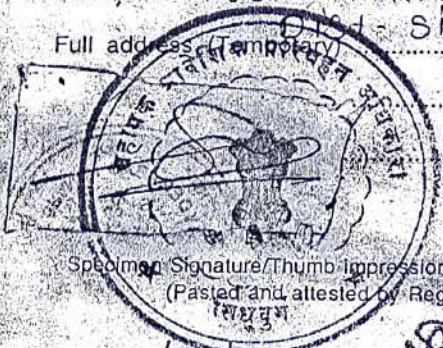
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Specimen Signature/Thumb Impression of the Registered Owner
(Pasted and attested by Registering Authority)

Date 16/03/2015

Signature of Registering Authority
Dy. Commr. Sindhudurg

*(e.g. Fiat / Ambassador / Maruti Car, Tata Goods Vehicle, Ashok Leyland Goods Vehicle, Trailer, Motor Cycle with / without gear, Motor Cycle with side car etc.)

Y-591-1 HPMV-3 VIP-20

06 88

Detailed Description

- 1. Class of vehicle LCV
The motor vehicle is—
(a) a new vehicle
(b) Ex-army vehicle
(c) Imported vehicle
(d) Migration from other States
- 2. Maker's Name Eicher Trucks & Buses
ve.co.ve.
- 3. Type of body Passenger Body
- 4. Month and year of manufacture Feb-2015
- 5. Number of cylinders 4
- 6. Chassis number MIC2ASH RTOFB309288
- 7. Engine number E413C0FB018752
- 8. Fuel used in the engine Diesel
- 9. Horse power (B.H.P.) 95 H.P.
- 10. Cubic capacity
- 11. Maker's classification 10.75 BUS
- 12. Wheel-base
- 13. Seating capacity (including driver) 32+1
- 14. Unladen weight 2.5 tgs

RS. 5000/- 156555/312/S49 dt. 19/10

- 15. Colour or colours of body, wings and front and additional particulars in the case of all transport vehicles other than motors cabs.
Dazzling white
 - 16. Gross vehicle weight— 7450 kgs
(a) as certified by the manufacturer Kgms.
(b) as registered Kgms.
 - 17. Number, description and size of tyre—
(a) Front axle.....
(b) Rear axle
(c) Any other axle
(d) Tandem axle
 - 18. Registered axle weight—
(a) Front axle Kgms.
(b) Rear axle Kgms.
(c) Any other axle Kgms.
(d) Tandem axle Kgms.
- Additional particulars of alternative or additional trailer or semi-trailers registered with an articulated vehicle—*
- 19. Type of body.....
 - 20. Unladen weight.....