

RENT CAR NEPAL PVT. LTD.

VEHICLE RENTAL AGREEMENT

This Rental Agreement is made and entered into on _____ B.S. (_____ A.D.), between Rent Car Nepal Pvt. Ltd., registered at the Office of the Company Registrar under Registration No. 400109/83/84, registered with the Inland Revenue Office, Bhaktapur, having PAN No. 623694428, and having its registration maintained at Bhaktapur District, Bhaktapur Municipality Ward No. 9, represented by (hereinafter referred to as the "First Party"), contact number and Mr./Ms., son/daughter of, resident of District, Municipality/Rural Municipality Ward No., aged years (hereinafter referred to as the "Second Party"), registered with the Zonal Transport Management Department under the ownership or lease/contract of the vehicle registered in the name of the First Party, Model, Year, Vehicle No. Engine No. Chassis No. We have agreed to use the private vehicle on rent/lease/contract subject to the terms and conditions as detailed and have taken one copy of the contract in writing and signed each.

TERMS AND CONDITIONS

1. The First Party shall have full authority regarding the use on rent/lease/contract of the vehicle registered in the name of the First Party or taken on lease by the First Party and registered with the Zonal/Provincial Transport Management Department, bearing Vehicle No., Engine No., Chassis No., as a private/rental/leased/contract vehicle.
2. Both parties fully agree that the vehicle mentioned in Clause 1 shall be operated by the Second Party for personal purposes from to for a period of days at location.

If the Second Party wishes to extend the time or make any other changes, the same shall be determined by mutual agreement. After signing this Agreement and taking the mentioned vehicle, if the Second Party wishes to extend the rental period beyond the time mentioned in this clause, the Second Party may request an extension by sending a message or making a telephone call to the mobile number of any shareholder of the First Party Company, clearly stating the additional period required. The final decision as to whether or not to grant such extension shall rest with the First Party. Such extended period shall be deemed to be part of the agreement period. The Second Party further accepts that the rental charge for the extended period may be revised.

3. For taking the vehicle mentioned in Clause 1 on rent under this Agreement, the Second Party agrees to pay the First Party at the rate of NPR per day, in words (.....), amounting to a total of NPR, either in cash or by cheque through Bank Cheque No., to the First Party.
4. The duration or distance for which the vehicle is intended to be rented shall be specified below:

Distance:

Destination/Place where the vehicle will be taken:

- 5. The Second Party shall pay the advance amount mutually agreed upon for the use of the vehicle mentioned in this Agreement at the time of signing and executing this Agreement.**

The advance amount paid for booking shall generally be non-refundable. However, if the booking is cancelled 3 days or more before the date of taking the vehicle, the remaining amount may be refunded after deducting bank and payment service charges. If the booking is cancelled less than 24 hours before the scheduled time, or if the Second Party fails to appear to take the vehicle at the specified time, no amount shall be refunded. Booking cancellation, refund and other related matters shall be governed by the terms of this Agreement.

- 6. If, during the operation of the vehicle by the Second Party, for any reason the Second Party fails to return the vehicle to the First Party within the agreement period, or does not return the vehicle within the agreement period and returns it late in any manner, a charge of NPR 1,000 per hour shall apply. Furthermore, if the vehicle is driven beyond the specified location/area, the Second Party agrees to pay NPR 500 per kilometer for such use, and the First Party shall have the right to take the vehicle back into its possession at any time. Once the vehicle comes under the control of the First Party, the Second Party shall not be entitled to make any subsequent claim that any goods or belongings were inside the vehicle.**
- 7. All expenses incurred for the use of the vehicle according to the terms of this Agreement, such as driver/co-driver expenses, fuel expenses, charging expenses, repair and maintenance expenses, and local taxes or other taxes imposed by the Government of Nepal or local authorities, shall be the entire financial responsibility of the Second Party as the user of the vehicle.**

Likewise, the Second Party shall operate the vehicle in accordance with traffic rules while using the vehicle. If the traffic police impose any fine or any other penalty relating to the vehicle or driver, the entire responsibility for such fine or penalty shall be borne by the Second Party.

- 8. The Second Party shall inspect and check the condition of the vehicle before using the vehicle. After signing this Agreement, the Second Party shall be deemed to have no complaint regarding the said vehicle. With regard to the vehicle, the vehicle and all items contained in the vehicle shall be returned in the same condition as they were at the time of taking the vehicle on rent, and if they are not returned in such condition, the financial burden of repairing the vehicle shall be borne by the Second Party.**
- 9. If, while operating the vehicle, any kind of human accident, transportation-related damage, accident resulting in destruction of physical structures, or any other loss occurs, the Second Party shall bear all financial, social and legal liabilities arising therefrom.**
- 10. For the safety of the said vehicle and this Agreement, the First Party shall have the right**

to inspect and monitor the concerned vehicle at any time.

11. After taking the vehicle from the First Party in accordance with the terms of this Agreement, if the Second Party makes the vehicle dirty in any manner and returns it without cleaning it, the Second Party shall pay a separate amount to the First Party for cleaning.
12. After taking the vehicle from the First Party in accordance with the terms of this Agreement, the Second Party shall not hand over or provide the vehicle to any third party without the permission of the First Party. While the vehicle is in operation, it shall not be used for any activity prohibited by law or for transporting any goods prohibited by law. If the Second Party is found to have engaged in any activity prohibited by law or transported any goods prohibited by law, the entire legal liability shall rest with the Second Party.
13. After taking the vehicle from the First Party in accordance with the terms of this Agreement, the Second Party shall mandatorily submit necessary documents to the office of the First Party, such as a copy of the driving licence and the original Citizenship Certificate/National Identity Card/Passport. After the Second Party submits such documents, the First Party shall provide the Second Party with a copy of the Blue Book of the said vehicle or copies of other necessary documents relating to the vehicle.
14. At the time of signing this Agreement, the Second Party shall provide two separate cheques. One cheque equivalent to the value of the vehicle (Cheque No.:) shall mandatorily be submitted to the First Party. The said cheque shall be retained by the First Party as security. If the Second Party refuses, is unable, or does not wish to pay any amount payable under this Agreement and/or any amount for any kind of loss or damage caused or likely to be caused to the First Party due to the Second Party, the First Party shall be entitled to present the security cheque mentioned in this clause at the concerned bank and receive the amount. After recovering the amount of its loss from the amount received through such encashment, any remaining amount shall be refunded to the Second Party upon the Second Party's request.

In addition, another cheque (Cheque No.:) or cash amounting to NPR, in words (.....), shall be provided by the Second Party before taking possession of the vehicle as a security deposit. The security deposit may be deducted against damage to the vehicle, repair expenses, cleaning charges, traffic fines, additional rental charges, missing items, charging/fuel expenses, or any other amount payable by the Second Party under this Agreement. After settlement of all liabilities and reconciliation of accounts, the remaining security deposit shall be refunded after inspection of the vehicle and settlement of accounts.

15. At the time of signing this Agreement, if necessary, the Second Party may declare that another person may also act as a driver of the concerned vehicle. In the event that there are two drivers, a copy of the driving licence and the three-generation details of the second driver shall be submitted to the First Party as follows. No person other than the designated driver shall be permitted to drive the vehicle.

Driver's Name:-

Father's Name:-

Grandfather's Name:-

Address:-

Licence No.:-

Citizenship No.:-

However, if a situation arises in the future during the journey requiring a change of driver, where such driver was not declared at the time of entering into the Agreement, the Second Party shall immediately provide the First Party with information regarding the change along with the above details. Such information may be sent by message to the mobile number of any person of the First Party Company, clearly stating the relevant details. The final decision as to whether or not to permit a change of driver based on the circumstances shall rest with the First Party.

If any accident occurs while the changed driver of the Second Party is using the vehicle, all financial, legal and other responsibilities for all physical, human and legal damages arising from such accident shall be the sole responsibility of the Second Party.

16. The Second Party shall not engage in any social misconduct or any activity that causes harm or loss to any person while using the vehicle. If, for any reason, the vehicle is lost, abandoned, not returned during the agreement period, or if the First Party becomes aware that the vehicle has been operated in violation of the terms of this Agreement, the First Party may immediately take the vehicle into its possession. At such time, regardless of whether any goods or belongings are inside the vehicle, the First Party shall not be responsible for them.

If the First Party is unable to take the vehicle into its possession, the Second Party shall pay compensation to the First Party equivalent to the value of the vehicle. If the Second Party takes the vehicle and fails to return it, becomes unreachable, or for any other reason fails to return the vehicle personally within the specified period, and the First Party is required to recover the vehicle itself, the First Party shall be entitled to recover from the Second Party any expenses incurred or to be incurred in the process of recovering the vehicle.

17. If the vehicle requires repair due to its operation under this Agreement, the Second Party shall bear the entire cost of repairing the vehicle and, after completion of the repair, shall hand over the vehicle to the First Party. The period required for repairing the vehicle shall be considered as an additional period of this Agreement, and the Second Party shall also pay the rental charges for such period to the First Party.

Regarding insurance proceeds, the Second Party shall be entitled to claim only the insurance amount relating to expenses exceeding NPR 100,000 (one lakh). Such insurance amount shall be paid to the Second Party only after the vehicle owner receives the insurance amount from the insurance company. However, where the vehicle has been sent for repair, immediately upon completion of the repair at the concerned repair centre, the Second Party shall personally pay the repair expenses, take possession of the vehicle and hand it over to the First Party. The Second Party

shall not refuse to return the vehicle to the First Party on the ground that the insurance amount has not been received. If the vehicle cannot be released from the repair centre because the Second Party has failed or refused to pay the repair expenses, the First Party may personally bear such expenses, release the vehicle and take it into its possession. In such circumstances, the Second Party shall not be entitled to claim any insurance amount, and the First Party shall also be entitled to recover from the Second Party all expenses borne by the First Party for the repair.

18. The following person(s) shall act as the guarantor and surety of the Second Party:

Name and Age:

Address:

Citizenship No.:

Signature:

19. If the Second Party fails to pay any amount payable to the First Party under this Agreement within 15 (fifteen) days, the First Party shall initiate legal action by publishing the photograph and three-generation details of the Second Party on the website or social media page maintained in the name of the First Party's company.
20. This Agreement shall come into force from today's date Any provision of this Agreement may be amended or revised with the mutual consent of both parties in writing.
21. If any dispute arises in relation to this Agreement, the parties shall first attempt to resolve the dispute mutually within 7 (seven) days from the date the dispute arises. If the dispute cannot be resolved through mutual agreement, the matter may be resolved by filing a case before the competent court in accordance with the prevailing laws of Nepal.
22. If, due to the Second Party, any dispute arises regarding any matter related to this Agreement and court proceedings become necessary, the First Party shall be entitled to recover from the Second Party all legal remedy costs and any other expenses incurred or to be incurred throughout the dispute resolution process, until implementation and thereafter.
23. The matters specifically provided for in this Agreement shall be governed by the respective terms herein, and for other matters, the Muluki Civil Code, 2074 shall apply. This Agreement shall be interpreted and enforced in accordance with the prevailing laws of Nepal. To the extent applicable, the Muluki Civil Code, 2074, Motor Vehicles and Transport Management Act, 2049, relevant regulations, and other prevailing laws shall apply.

Both parties declare that they have read, understood and voluntarily accepted all the terms and conditions of this Agreement after obtaining the necessary information. This Agreement has been prepared in two copies, with each party retaining one copy.

SECOND PARTY

Name:
Address:
Bank Account No.:
Cheque No.:
Signature:
Phone No.:

FIRST PARTY

Name: Rent Car Nepal Pvt. Ltd.
Address: Bhaktapur, Bhaktapur
Municipality Ward No. 9
Signature/Company Seal:
.....

WITNESSES

1.

2.

Date: Year Month Day: Shubham.