

SHAREHOLDER LEASE AGREEMENT

DETAILS OF REGISTERED OWNER AND THE VEHICLE

NAME OF REGISTERED OWNER _____ CUSTOMER NO _____

ADDRESS IN AADHAAR: _____

_____ PIN CODE _____

ADDRESS FOR COMMUNICATION: _____

_____ PIN CODE _____

MALE / FEMALE : _____ TYPE OF CUSTOMER : _____

PERSONAL ACCOUNT NUMBER: _____ IFSC CODE: _____

BANK NAME: _____ TYPE OF ACCOUNT: _____

AADHAAR NUMBER: _____ PAN NUMBER: _____

DATE OF BECOMING SHARE HOLDER: _____ LEASE PERIOD: _____

SHARE CERTIFICATE NO : _____ REGISTER FOLIO NUMBER : _____

NO OF SHARES ISSUED : _____ REDEEMABLE SHARE VALUE : _____

FACE VALUE OF SHARE : _____ DISTINCTIVE NO OF SHARES : _____

MOBILE NUMBER 1 : _____ MOBILE NUMBER 2 : _____

WHATSAPP NUMBER: : _____ EMAIL ID: _____

AMOUNT PAID: _____ MODE OF PAYMENT: _____

PAYMENT DETAILS : _____

_____ DATE OF FIRST MONTHLY PAYMENT : _____

LEASE STARTING DATE: _____ LEASE ENDING DATE: _____

LESSOR SIGNATURE

LESSEE SIGNATURE



SHAREHOLDER LEASE AGREEMENT

DIGITAL EXECUTIVE NAME : _____ CODE NUMBER: _____

TEAM LEADER NAME : _____ CODE NUMBER: _____

TOTAL NUMBER OF VEHICLES BOOKED NOW : COMBO _____ SINGLE _____

TOTAL NUMBER OF VEHICLES BOOKED TILL DATE : COMBO _____ SINGLE _____

VEHICLE LOAN ARRANGED BY FIRST PARTY/SECOND PARTY/DE: _____

NAME OF NOMINEE: _____ RELATIONSHIP of NOMINEE : _____

ADDRESS OF NOMINEE : _____

DETAILS OF THE VEHICLE TO BE LEASED

THIS SECTION IS TO BE FILLED AFTER VEHICLE IS DELIVERED

DATE OF REGISTRATION : _____ REGISTRATION NUMBER: _____

ENGINE NUMBER: _____ CHASSIS NUMBER: _____

NAME & ADDRESS OF RTO OFFICE: _____

VEHICLE FINANCED BY: _____ COLOUR: _____

MONTHLY EMI : _____ LOAN PERIOD: _____

LOAN AMOUNT: _____ DATE OF FIRST EMI : _____

LOAN ACCOUNT NUMBER: _____ IFSC CODE: _____

BANK NAME: _____ TYPE OF ACCOUNT: _____

DATE OF VEHICLE DELIVERY : _____ PLACE OF VEHICLE DELIVERY : _____

ADDRESS OF VEHICLE DELIVERY : _____

LESSOR SIGNATURE

LESSEE SIGNATURE



SHAREHOLDER LEASE AGREEMENT

by and between

Yellow Express Logistics Ltd

&

Name of Vehicle owner/customer/shareholder

Yellow Express Logistics Limited, a public limited company incorporated under the Companies Act 2013, having corporate identification number as U60200KA2018PLC117894 and having its registered office at # 6, 1/1, 1st, 2nd & 3rd Floors, 11th Main Road, 1st Stage, Gokula, Yeshwantpur, Bangalore - 560 054 and Administrative Office at # 6162, Yellow Avenue, Jakkasandra Road, Nelamangala, Bangalore, Bangalore Rural, Karnataka - 562123 (hereinafter referred to as "the LESSEE") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns of the First Part, represented herein by Founders;

AND

Shareholder/ Registered Owner

hereinafter referred to as "LESSOR" which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his successors, heirs and permitted assigns of the Second Part;

LESSOR

(Share Holder / Registered Owner)

LESSEE



RAMIT MALHOTRA
Director



WHERE AS:

- The Lessee is engaged in the business of taking vehicles for lease from the Lessor who is the registered owner of the vehicle and attaching the same to the major Online cab operators in India along with fleet operations as specified in the object clause under the Memorandum of Association of the Lessee and also sub leasing the vehicles to its associate entities like Login India IT Solutions and Yellow Finance and Earning Pvt Ltd or to other parties, which will be at the sole discretion of the Lessee only.
- The Lessor shall become the Shareholder of Lessee, in accordance with the terms and conditions set forth in this Agreement and shall subscribe to such Preference Shares of the Lessee so that immediately thereafter the preference capital is held in the manner and quantity, and subject to such rights and restrictions, powers and obligations as provided for hereunder.
- The Lessor shall provide the vehicle registered in his name to the Lessee in accordance with the lease terms and conditions set forth in this agreement, and Lessee shall use it for carrying its operations as specified in the object of clause under its Memorandum of Association.
- The Parties are now desirous of entering into this Agreement, which shall be the sole agreement governing the rights, privileges, duties and obligations of the Shareholders (as defined below) and relating to the management and operations of the Company including lease arrangement between the Lessee and Lessor.

NOW THEREFORE, in consideration of the above recitals, the mutual covenants of the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Clause 1: Definition and Interpretation

In this Agreement, unless the context thereof otherwise requires:

- 1.1. **“Lease”** shall be a finance lease unless otherwise expressed elsewhere in this agreement.
- 1.2. **“Lease Period”** shall be four years unless otherwise specified elsewhere in this agreement.
- 1.3. **“Motor Vehicle”** shall be new hatchback Yellow Express Special Edition Nissan Car.
- 1.4. **“Vehicle Owner or the Customer”** shall be the persons in whose name the title to the vehicles are registered and shall be the Lessor to this agreement.
- 1.5. **“Lessor”** shall be the vehicle owner or share holder defined in this clause unless otherwise specified elsewhere in this agreement.



- 1.6. **“Lessee”** shall be the Company (Yellow Express Logistics Ltd) to this agreement.
- 1.7. **“Shareholder”** means the registered vehicle owner or Lessor who are subscribed to the different class of preference shares issued by the Lessee.
- 1.8. **“Preference Shares”** means such class or classes of preference shares issued by the Lessee from time to time.
- 1.9. **“Board of Directors or Board”** means the board of directors of the Lessee.
- 1.10. **“Combo customer or Privileged Shareholder”** shall have the meaning assigned to it in under Clause 3.13
- 1.11. **“Associate Entities”** means Login India IT Solutions and Yellow Finance and Earning Pvt Ltd.
- 1.12. The expressions “hereof”, “herein” and similar expressions shall be construed as references to this Agreement as a whole and not limited to the particular clause or provision in which the relevant expression appears.
- 1.13. Reference to any legislation or Law or to any provision thereof shall include references to any such Law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision.
- 1.14. Time is of essence in the performance of the Parties' respective obligations and if any time period specified herein is extended by mutual agreement between the Parties, such extended time shall also be of essence.
- 1.15. In addition to the definitions in Clause 1 above, certain other terms are defined elsewhere in this Agreement and wherever such terms are used in this Agreement they shall have the respective meanings assigned to them, unless the context otherwise requires.

Clause 2: Finance Lease

- 2.1. Whereas the Lessor is the owner of a motor vehicle and willing to give the same for lease to the Lessee.
- 2.2. The lease period shall be for a period of four years.
- 2.3. The motor vehicle is hereby leased at a monthly lease rent of Rs. 27 000/- subject to clause 2.8



- 2.4. Although the lease rent will be Rs.27 000/- every month , if the Lessee arranges loan by themselves then the monthly lease rent will be divided as Rs. 17 000 /- to the loan account of the Lessor and the balance amount of Rs. 10 000/- to the personal account of the Lessor.
- 2.5. If the Lessor arranges loan by himself then the Lessee will be paying the whole monthly lease rent amount of Rs. 27 000/- to the personal account of the Lessor .
- 2.6. It is not mandatory on the part of the Lessee to arrange loan by himself eventhough the Lessor is a share holder whereby the Lessor will be free to arrange loan from any financial institution of his choice and in such cases the processing fees of loan if any will be paid to the Lessor and there will not be any further payments or refunds from the part of Lessee.
- 2.7. In cases where the Lessor being a shareholder arranges loan by himself then the Lessee will be ready to extend the EMI amount upto Rs.17 500/- if needed which will be at the sole discretion of the Lessee to pay the extra amount of Rs. 500 as EMI and the loan period should be four years with not less than 80% loan on the on road price of the vehicle.
- 2.8. The Lessee hereby agrees that the advance lease rent of Rs.10 000 /- will be paid to the Lessor on the 30th day of becoming a share holder and the balance lease rent amount of Rs.17000 / - will be paid by the Lessee on the 30th day of vehicle delivery or EMI date which ever is earlier.
- 2.9. All operational expenses of motor vehicle including driver salary, fuel and repairs of the vehicle shall be incurred by the Lessee and Lessor shall have no liability towards the same.
- 2.10. The Lessor hereby agrees to grant the Lessee exclusive use and possession of the motor vehicle during the lease period, same as is provided for by this agreement.
- 2.11. The Lessor hereby agrees to grant the Lessee quiet possession of the Motor Vehicle.
- 2.12. The Lessor hereby agrees to provide the Lessee with all the documents relating to the ownership of vehicle like the original tax receipt, insurance papers along with the spare key except the smart card or registration certificate of vehicle which will be given to the Lessor on demand in writing.
- 2.13. It is the duty of the Lessor to produce the original documents given like the registration certificate before any authorities or to the Lessee at the time of any emergencies failing which a fine of Rs.5000 will be imposed on the Lessor for each particular incident.
- 2.14. The Lessee hereby agrees to ensure that the motor vehicle is used in a skilful and proper manner which will be driven by a person who possess a valid driving license only.



- 2.15. The Lessor hereby agrees that at the expiry of the lease period, no renewal shall be made to the lease under any circumstances and the ownership of the vehicle shall be transferred to the Lessee by the Lessor where no rights or lien shall vest on the Lessor thereafter on the motor vehicle.
- 2.16. All the expenses incidental to the transfer of the ownership at the end of the lease period shall be incurred by the Lessee and it is the duty of the Lessor to provide all the required assistance, details and documents required for the transfer of ownership.
- 2.17. The Lessee will be appointing drivers at its own discretion and meeting all expenses like fuel, maintenance, accidental repairs, periodical services, testing, driver responsibility, tyres, battery, periodical oil changes, EMI of the vehicle loan and any other repairs, during the lease period.
- 2.18. The Lessee hereby agrees to handle all the disputes arising out of the unexpected accidents and incidents during the entire course of the lease period and will accept the total responsibility of the same including any penalties charged by the concerned government authorities under any circumstances during the lease period.
- 2.19. The Lessee hereby agrees that in any circumstances the Lessor will not be made responsible for any of the activities of the Lessee in relation with the motor vehicle and all expenses which exceeds the amount received from the insurance company or otherwise, will be incurred by the Lessee only.
- 2.20. In the case of accidents, it is the obligation of the Lessee to repair the vehicle to the fair condition by using insurance amount and if the insurance amount is not sufficient to meet the cost of repairs, the Lessee has to incur the excess amount needed for repairs.
- 2.21. In the case of partial loss due to accidents the amount of loss will be recovered from the bumper to bumper insurance entered for the motor vehicle and the balance amount if any needed will be incurred by the Lessee to maintain the vehicle in top condition and it will not in any way affect the monthly lease payments made to the Lessor.
- 2.22. In the event of theft or total loss to the motor vehicle during the lease period, the lease will be automatically cancelled by closing loan of the vehicle with the funds received from the insurance company and the balance insurance amount if any will be paid to the Lessor.



- 2.23. In the event of theft or total loss of motor vehicle, a new vehicle with 80% loan will be replaced without any payment from the Lessor except insurance amount, if proper documents needed for the loan is submitted by the Lessor and a new lease agreement will be made at the time of delivery of the new vehicle within 15 days after the new loan is sanctioned.
- 2.24. The Lessee hereby agrees that they will be responsible for the remittance of the road tax from the second year of lease period and completion of all taxi registration formalities of the motor vehicle during the entire lease period.
- 2.25. The Lessor hereby agrees that the Lessee has the right to register the motor vehicles as yellow or whiteboard in the case of vehicles used for demonstrations and all the cost incidental to it will be incurred by the Lessee and later the registration can be converted into yellow board when the vehicles are ready for Online cab operations.
- 2.26. The Lessor hereby agrees that after signing the lease agreement the Lessor has to give possession of the motor vehicle to the Lessee before the delivery of vehicle in the showroom and all throughout the lease period the vehicle will be under the complete possession of the Lessee only.
- 2.27. The Lessor hereby agrees to bear the annual Bumper to Bumper full cover comprehensive insurance amount of the motor vehicle during the lease period and the Lessee will deduct the insurance amount from the lease payments of the last two months in a financial year without affecting the monthly EMI of the motor vehicle taken on finance.
- 2.28. If the Lessor has purchased or introduced another two vehicles within a year, the Lessor will be free from paying the insurance for the second year and the same has to be repeated by the Lessor for the next two years to avail the benefit of free insurance.
- 2.29. A Combo Customer or Lessor as specified in Clause 3.13, has to introduce only one person every year for getting the benefit of free insurance for that particular year but in the case of single customer or Lessor the latter has to introduce two vehicles every year to avail free insurance.
- 2.30. The Lessor being a shareholder hereby agrees that this lease agreement will not be cancelled for the lease period of 4 years and also during the advance lease rent period before the vehicle is delivered.
- 2.31. The Lessor hereby agrees to pay an amount of Rs. 3 lakhs, In the event of taking forceful possession of the vehicle by the Lessor without the permission of Lessee in any situations during the lease period.



- 2.32. The Lessor hereby agrees that he shall not demand any names or stickers to be pasted in any part of the motor vehicle and he can make inspection of the motor vehicle at the place where it is stationed subject to prior appointment made at least before a day.
- 2.33. The Lessor hereby agrees that he shall open a zero balance savings bank account with the nearest branch of Yes Bank in their district through which the monthly lease payments to the Lessor will be remitted by the Lessee.

Clause 3: Purchase and Delivery of Vehicle

- 3.1. The Lessor has to purchase a new hatchback Yellow Express Special Edition Nissan car.
- 3.2. The Lessee has the discretion to take diesel or petrol variant of vehicle by converting into CNG gas in anticipation of the future government policies regarding pollution or other similar arrangements.
- 3.3. Any customer can purchase the motor vehicle by paying an amount of Rs.10,000/- as booking cost to the Nissan dealer and the dealer will issue a Proforma invoice detailing the price of the vehicle and receipt for the booking payment for the purpose of arranging finance for the motor vehicle and in this case the customer will not become a party to this shareholder agreement.
- 3.4. If the Customer has booked the vehicle with the dealer and arranged the loan by himself, then the latter has to remit a one time maintenance cost of Rs.10,000/- to the dealer and CNG conversion expense of Rs. 45,000/- at the time of delivery of the vehicle in addition to the purchase price of the motor vehicle and also in this case the customer will not become a party to this shareholder agreement.
- 3.5. Clause 3.4 above shall not be applicable to a customer who is a shareholder of the Lessee.
- 3.6. The Yellow Express special edition Nissan car will only be displayed with any one of the Nissan dealer in a particular state at the discretion of the vehicle manufacturer i.e. Nissan.
- 3.7. Any delay in delivery of the vehicle after booking will depend on the time taken for the processing of loans and further availability of stock with the vehicle manufacturer at the time of sanctioning loans and the Lessee will not be held responsible for the same but this delay in delivery of the vehicle will not in anyway affect the advance lease rent payments made by the Lessee.



- 3.8. The delivery of the vehicle will be made within a minimum period of three months, subject to the reasons mentioned in clause 3.7.
- 3.9. There will be a tax deduction at source for all the payments made to the Lessor at applicable government rates with 2% TDS deductions and the Lessee hereby agrees to give a TDS certificate for the entire amount deducted from the payments to the Lessor .
- 3.10. The monthly lease payments given by the Lessee will not be further extended after the lease period of 48 months due to any delay which arises out of the delivery of vehicle.
- 3.11. The Lessee will start paying Rs. 10 000/- as advance lease rent even before the vehicle is delivered to the Lessor from the 30th day of becoming a shareholder as a mode of restricting the Lessor to further enter into any other lease contracts of similar nature or operations when the vehicle is delivered.
- 3.12. The Lessee shall be liable to close the finance of the vehicle within the lease period of 48 months without any further extensions even though there is delay in delivering the vehicles by the Lessee for any reasons.
- 3.13. The Lessor can become a Combo Customer by purchasing two vehicles at a time for himself or for any person recommended by the Lessor together and such customer who is being a shareholder under this agreement will be known as a privileged shareholder.
- 3.14. The Lessee shall arrange finance of the motor vehicle for the shareholders of the company only from any financial institutions in India if proper documents required for the purpose of loan has been submitted by the Lessor who becomes a shareholder under this agreement and also the lessor will not be responsible to make any further payments for the motor vehicle except the loan amount arranged by the Lessee.
- 3.15. In the event of finance arranged by the Lessee, the customer being the Lessor hereby agrees that the monthly lease payments shall be Rs. 10,000/- during the term of loan after deducting the equal monthly payments to be made to the provider of finance.
- 3.16. In the event of finance arranged by the Lessor, the Lessee hereby agrees that they shall not make any default in payment of equal monthly instalments to the provider of finance and and in this case if the Lessor defaults the EMI even after receiving the monthly payment from the Lessee, then the Lessor will be totally responsible for the same.



- 3.17. In the event of Loans arranged by the Lessee , if the amount of finance sanctioned is less than 80% of the cost of motor vehicle, the Lessor need not meet the deficiency, because he is a shareholder of the company and a Lessor to this agreement.
- 3.18. The customer who is the Lessor can arrange loan for his vehicle by himself from any financial institution of his choice but the term of loan shall not be more than four years and the Lessee shall only be liable to pay the monthly lease payment amounting to Rs.27000/- to the personal account of the Lessor.

Clause 4: Issue and subscription to preference shares

- 4.1. The Lessor shall become a preference shareholder of the Lessee by investing Rs.2 lakhs as share capital.
- 4.2. The Lessee shall issue within 10 days of receipt of fund, redeemable preference share certificate to the Lessor under the common seal which shall clearly quantify the value of preference shares held by the Lessor.
- 4.3. The preference shares held by each shareholder shall be redeemed at the end of fourth year at premium, the redemption price of which shall be Rs.2.50 lakhs in the case of a normal shareholder and Rs.3 lakhs in the case of a privileged shareholder who is a combo customer as defined in clause 3.13 above.
- 4.4. The Lessee shall issue separate class of shares based on the dividend and redemption price of the preference shares.
- 4.5. The Lessee shall be responsible for all the compliances and documentation in relation to the issue of preference shares in accordance with the provisions of the Companies Act, 2013 and the rules made thereunder.
- 4.6. The preference shares shall carry a dividend rate of 0.5% - 1% based on the class of shares issued to each subscribers to the issue.
- 4.7. The preference shares issued shall be redeemable non-convertible preference shares and no cumulative right shall be available in respect of the dividend payments.
- 4.8. Being a shareholder in the company the lessor shall be eligible for deducting an equivalent amount of sharecapital from the balance amount payable to the dealer.



- 4.9. The Lessor shall have all the rights and obligations normally given to a preference shareholder but limited to terms and conditions stipulated in the resolution passed at the board meeting held for approval of the issue of different class of preference shares.

Clause 5: General

- 5.1. This Agreement and its performance shall be governed by and construed in all respects in accordance with the laws of the Republic of India and the courts of Karnataka shall have exclusive jurisdiction.
- 5.2. This Agreement may be modified, amended or supplemented only by the mutual written agreement of the Parties.
- 5.3. If, during the continuance of this Agreement, there shall be any conflict between the provisions of this Agreement and the provisions of the Articles of Association then, during such period, the provisions of this Agreement shall prevail as between the Shareholders over the Articles of Association and in the event of such conflict, the Shareholders shall procure at the request of any of the Shareholders such modification to the Articles of Association as shall be necessary to the cure such conflict.
- 5.4. In the event of any breach of this Agreement by any of the Parties including a breach of the warranties("Party in Breach"), the Party in breach shall indemnify each of the other Parties, keep them indemnified and hold them free and harmless from and against all actions, claims, demands, suits, damages, losses, penalties, interest and other charges and expenses (including reasonable legal fees and other dispute resolution cost) which the other Parties may then or at any time thereafter pay, incur, suffer or sustain directly or indirectly in connection therewith.

Furthermore, each of the Parties agree and acknowledge that damages would be inadequate to compensate for the breach of this Agreement by either Party and each Party shall also be entitled to equitable relief by way of interim injunction or specific performance by recourse to courts or judicial forum with appropriate jurisdiction.

Ibeing the Lessor to this agreement has fully read the terms & conditions and hereby agree to sign upon my free will and confidence after understanding all the points mentioned in this agreement.

