**HIRE PURCHASE OF A VEHICLE**

THIS AGREEMENT  made on this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_ between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a company registered under the Companies Act, 1956 and having its registered office at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as "the Owner" (which expression shall unless repugnant to the context or meaning thereof include its authorised representatives, successors and assigns) of the one part

AND

Sh. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

S/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 r/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_-\_\_\_\_\_\_\_\_\_ hereinafter referred to as "the Hirer" (which expression shall unless repugnant to the context or meaning thereof include his heirs, executors, administrators, legal representatives and assigns) of the other part.

AND

Sh.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_

S/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 r/o\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ hereinafter referred to as "the Guarantor" (which expression shall unless repugnant to the context or meaning thereof include his heirs, executors, administrators, legal representatives and assigns) of the third part.

WHEREAS the Hirer and the Guarantor have signed a proposal form for hire of a vehicle (which is to be regarded as the basis of this contract) and the Owner has accepted the proposal and purchased the vehicle at a cost price of Rs.\_\_\_\_\_\_\_\_\_\_\_\_ and agrees to let it on hire to the Hirer on the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Owner, being the absolute Owner of the motor vehicle with fittings, tools and accessories and additions more particularly described in the Schedule I hereto and hereinafter collectively called "the vehicle" agrees to let and the Hirer agrees to take on hire the vehicle from the date hereof subject on the following terms and conditions

2. The Hirer shall pay to the Owner on the execution of this Agreement the sum of Rs.\_\_\_\_\_\_\_\_\_\_ as an initial payment by way of these agreements to the Owner and will punctually pay to the Owner and without previous demands the sum mentioned in Schedule payment on seventh of every month.

3. One New/Second Hand \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (nature of vehicle) Make \_\_\_\_\_\_\_\_\_and Model \_\_\_\_\_\_\_\_\_\_, bearing Engine No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Chasis No.\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_Registered No\_\_\_\_\_\_.\_\_\_\_\_\_\_\_\_\_\_ complete with/without accessories is received by Hirer from owner in good condition.

4. After paying all payments as given in Schedule of payments the hirer will become absolute owner of Vehicle.

5. The Hirer shall be at liberty at any time during the continuance of this Agreement to terminate the hiring by returning the vehicle to the Owner in the same order and condition in which it was delivered to the Hirer (reasonable wear and tear excepted) free of all expenses to the Owner. The Hirer shall pay to the Owner the stipulated hire up to the date of such termination and 10% of the balance of the total unpaid hire as compensation to the Owner.

6. The Hirer will insure the vehicle for all ricks at its own cost and To indemnify the Owner against loss by reason of damage to or destruction or loss of the vehicle from any cause whatsoever or by reason of claims by third parties in respect of the same.

7. The Hirer will pay in the name and on behalf of the Owner all fees and taxes, payable in respect of the vehicle as and when the same becomes due and to indemnify the Owner against all such payments.

8. The Hirer will return to the Owner the permit, the registration certificate and all other papers and certificates granted by the Registering authority in the event of the termination of the hiring contract or repossession by the Owner.

9. The Hirer agrees to pay to the Owner compensation @ \_\_% per men sem on the amount of any sum overdue.

 10. The Owner may terminate with or without notice, the contract of hiring and forthwith retake and recover possession of the vehicle if the Hirer commits any of the breach of the conditions and obligations herein stipulated. Any such termination shall be without prejudice to any claims the Owner may have in respect of any terms or conditions of this Agreement .For the purposes of such repossession or attempted repossession of the vehicle, leave and licence is hereby given to the Owner, its agents or any other persons employed or authorised by it to enter any building, premises or place where the vehicle may be or may supposed to be and take possession of the same from the Hirer or any other person using or possessing the same without being liable to any suit or other proceedings by the Hirer or any person claiming under him.

11. The Guarantor, in consideration of the Owner agreeing to hire the vehicle to the Hirer, agrees as the principle obligator to observe and perform the terms and conditions of this Agreement and also hereby guarantees the due performance and observance thereof by Hirer and agrees to pay on demand any moneys due or which become payable under this Agreement (and not paid by the Hirer),. The obligations of the Guarantor shall remain in full force until the Hirer is discharged form this Agreement and are irrevocable.

12. Every dispute, difference, or question which may, at any time, arise between the parties hereto or any person claiming under them, in respect of any clause of the Agreement or the subject-matter thereof, shall be referred to the arbitration of \_\_\_\_\_\_\_\_\_\_\_ (name of the Arbitrator) or, if he shall be unable or unwilling to act, to another arbitrator to be agreed upon between the parties or failing Agreement, to three arbitrators one to be appointed by each party to the dispute or difference and the two appointed arbitrators shall appoint the third arbitrator who shall act as the presiding arbitrator and the decision of the arbitrator (or, arbitrators) shall be final and binding on the parties. Subject as aforesaid the Arbitration and Conciliation Act, 1996 and the rules made there under shall apply to the arbitration proceedings under this clause. The award of the arbitrator or Arbitrators appointed as above shall be conclusive and binding on the parties.

PAYMENT SCHEDULE

Initial payment at the time of agreement Rs\_\_\_\_\_\_

36 No monthly instalments of Rs\_\_\_\_\_\_\_\_\_\_

IN WITNESS WHERE OF, the parties hereto have signed this Agreement on the day and year first here-in-above written.

For and behalf of the Company

Authorised Representative

Hirer

Guarantor

 Witness:

1.

2.

3.