**NOTICE OF TERMINATION OF HIRE PURCHASE AGREEMENT BY THE OWNER**

To,

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

(Name and address of the Hirer)

Dear Sir,

This is with reference to the Hire Purchase Agreement dated \_\_\_\_\_\_\_\_\_\_\_\_\_ entered into between you, as hirer and we, as owner whereby we let you on hire \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ more specifically described in the Schedule I of the said agreement and on such terms and conditions as is provided in the said agreement. We, now, serve upon you this notice of termination for the following cause of action:

1. That as per the clause \_\_\_ of the said agreement you were required to pay to the owner and without previous demands the sum mentioned in Schedule 2 thereto by way of rent for the hire of vehicle, on or before the \_\_\_\_\_\_\_the day of every succeeding calendar month.

2. That you have failed to pay the amount due to the owner as hire payments for the months of \_\_\_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_\_\_\_\_\_\_ and has also breached the condition laid down in clause \_\_\_ of the said agreement.

3. That as per Clause \_\_\_\_\_\_ of the said agreement, the Owners have the authority to 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.

4. We, therefore, hereby terminate the said agreement and call upon you to pay us the arrears due as aforesaid and a sum of Rs. \_\_\_\_\_\_\_\_\_ (Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only) as compensation for breach of the terms and conditions of the said agreement, by virtue of clause \_\_\_ within a period of \_\_\_ days of this notice. We, further, call upon you to return the said \_\_\_\_\_\_\_\_\_ to the owner within a period of \_\_\_ days of this notice otherwise we shall be constrained, by virtue of clause \_\_\_\_\_\_\_ of the said agreement, to enter, through our agents or any other persons employed or authorised by us, the building, premises or place where the vehicle may be or may supposed to be and take possession of the same from you or any other person using or possessing the same without being liable to any suit or other proceedings by you or any person claiming under you. We shall also be constrained to take further necessary action against you in the competent court of law at your risk and cost. Kindly take notice.

Copy of this notice is retained in our records for further action if required.

Yours faithfully,

For & on behalf of the Owner

Authorised Representative/Partner