**HIRE PURCHASE OF A MOTOR VEHICLE**

This Hire Purchase Agreement (this “Agreement”) is entered into as of [[Effective Date]] (the ‘’Effective Date’’).

**BETWEEN:** [[Entity: Choice ((name of the person(s)), (“company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship firm")]], a company, duly incorporated and registered under the Companies Act, 2013, with its principal place of business located at [[Company Address]], (the “Company”), through its [[Authorised signatory: Name of the Person]], (hereinafter referred to as ‘the Owner’) of the One Part

**AND:** [[Entity: Choice ((name of the person(s)), (“company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship firm")]], (the "Agency"), a company, duly incorporated and registered under the Companies Act, 2013, with its principal place of business located at [[Company Address]], (the “Company”), through its [[Authorised signatory: Name of the Person]], (hereinafter referred to as ‘the Hirer’) of the Other Part.

**PREAMBLE**

WHEREAS the owner is the owner of a motor vehicle, more particularly described in the Schedule hereto and the hirer has approached the owner to let the said vehicle on hire to him, to which the owner has agreed and has assured the hirer that he shall have and enjoy quiet possession of the said vehicle.

AND WHEREAS the owner has further assured the hirer that he shall have the right to sell the said vehicle at the time the property is to pass and the said vehicle is free from any charge or encumbrances in favour of any third party at the time when the property is to pass.

AND WHEREAS the hirer has inspected the said vehicle and is satisfied about the same and considers it fit for the purposes for which he requires the same.  NOW IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. RELATIONSHIP OF THE PARTIES- INDEPENDENT

The Parties agree that the Parties shall be considered independent and not agents or employees of the other Party..

1. DUTIES AND OBLIGATIONS OF THE OWNER
	1. The owner will let and the hirer will take on hire the vehicle more particularly described in the Schedule hereto.
	2. The owner has delivered the said vehicle to the hirer and has allowed the hirer to use the said vehicle in the usual manner.
	3. No neglect, delay or indulgence on the part of the owner in enforcing any terms or conditions of this agreement shall prejudice the rights of the owner hereunder.
	4. The owner has permitted the hirer to have the said vehicle registered in his own name in terms of the provisions of Motor Vehicles Act, 1988 and the rules framed there under provided that the hirer shall transfer such registration in favour of the owner when he returns the said vehicle to the owner under the terms of this agreement.
2. DUTIES AND OBLIGATIONS OF THE HIRER
	1. The hirer shall—
3. Not sell, assign, pledge, mortgage, underlet, lend or part with the possession of the said vehicle and not allow the said vehicle to be used by anybody else or kept or detained or run for the use of any other person.
4. Not take the said vehicle out of the city of (Name) unless he has obtained a permission in writing from the owner in that behalf and if the owner grants permission subject to certain terms and conditions, the hirer shall abide by all the terms and conditions imposed in respect of such permission.
5. Pay all license duties, fees, registration and other charges, taxes, payable in respect of the said vehicle and keep the said vehicle in a good repair condition and working order and will permit the owner and persons authorized by him to have access to the said vehicle for the purpose of inspecting the condition thereof. In case the hirer fails or neglects to cause the said vehicle to be repaired or kept in a proper state of repair, the owner shall be entitled but shall not be bound to do so, to seize or cause the said vehicle to be seized and to get the same repaired and to keep the said vehicle in his custody till the hirer pays the bills for repair of the said vehicle.
6. Keep the said vehicle insured and kept insured so long as the hiring shall continue in the joint names of the owner and the hirer against all risks and the hirer shall pay all the premiums payable to the insurance company. On the hirer becoming the owner of the said vehicle under the terms of this agreement, the owner will transfer to the hirer the benefit of any insurance policy then current relating to the said vehicle.
7. Make good to the owner all damages to the said vehicle (fair wear and tear expected) and pay the owner the full value of the said vehicle in the event of its total loss.
8. Indemnify the owner against claims by third parties arising by accident caused by the said vehicle until the said vehicle is returned to the owner or purchased by the hirer in terms of this agreement.
9. Not use or permit or suffer the said vehicle to be used in contravention of any law for the time being in force.
	1. The agreement is personal to the hirer and the rights of the hirer shall not be assignable or chargeable by him in favour of third party.
	2. In the event of the hiring being determined by the hirer or by the owner, the hirer shall forthwith return the said vehicle to the owner at the hirer’s expense. The determination of the hiring as aforesaid shall not affect or prejudice any claim the owner may have against the hirer for arrears of hire payments or for damages for breach of this agreement or his right to enforce such claim by action or otherwise.
10. MANDATORY OBLIGATIONS OF THE PARTIES.
	1. The hirer shall duly observe and performs all the conditions herein contained and on his part to be observed and performed and shall pay to the owner the sum specified, together with all other sums if any payable by him to the owner under the provisions of this Agreement, then the hiring shall come to an end and the said vehicle shall become the property of the hirer and the owner will assign and make over all his rights and interest in the same to the hirer, but the hirer shall have the option of purchasing the said vehicle at any time during the period of hiring by paying in one lump sum the balance of all the hire hereinbefore mentioned and other expenses incurred by the owner. Until all such payments as aforesaid have been made, the said vehicle shall remain the property of the owner.
	2. The agreement shall determine if the hirer commits any act of bankruptcy or makes any arrangement with his creditors or on presentation of a petition in the court for adjudicating the hirer as an insolvent or on the appointment of a receiver of the properties of the hirer or if an application is made by any creditor or other person against the hirer for the attachment of the said vehicle.
11. FEES AND EXPENSES
	1. In consideration of the delivery of the said vehicle to the hirer, the latter has paid in advance a sum of Rs. [[Amount]] as first installment on hire (the receipt whereof the owner hereby acknowledges) and will punctually pay to the owner at his place the sum of Rs. [[Amount]] every calendar month by way of rent for the hire of the said vehicle, the first payment to be made on the [[Date]] day of [[Month-year]] and each subsequent payment on the [[Date]] day of every succeeding month.
12. NOTICE
	1. Any notice provided for or permitted in this Agreement shall be in writing and will be deemed to have been given [[Minimum number of Days after Mail: Number]] days after having been mailed, postage pre-paid, by certified or registered mail or by recognized overnight delivery services, except in the case of a postal or other strike affecting the service used whereupon notice will be deemed to have been given [[Minimum number of Days for Service of Notice: Number]]days after normal service resumes.
	2. Where personal service is made or where delivery is made by facsimile and a receipt thereof has been retained, any notice provided for or permitted in this Agreement will be deemed to have been given when received by the intended recipient. The intended recipient must be an individual whose personal name appears on the address set out in the notice.
	3. Addressing and delivery is to be made as follows:
		1. If to: Owner

[[Owner Address]]

* + 1. If to : the Hirer

 [[Hirer Address]]

* 1. The parties may communicate other addresses where notice must be sent to from time to time. Such communication shall be in writing and shall have the effect of replacing the address. No change of address effected under this section shall in any way affect the operation of any term, other than the delivery address, in this Agreement.
1. TERM

This agreement shall be deemed to have commenced from the date hereof and will remain in force for a period of [[Duration]] years from the date hereof that is upto the day of [[Date]] and (unless the Hirer exercises the option to purchase as hereinafter provided), on the expiration of the said period or earlier termination thereof as hereinafter provided the Hirer shall hand over back the said motor vehicle in good working condition subject to normal wear and tear at his costs at the place of business of the Owner or as may be directed by the owner provided that, the Hirer shall continue to be liable to pay hire charges until the said Motor Vehicle is actually delivered over to or taken over by the Owner.

1. TERMINATION AND EFFECT OF TERMINATION
	1. The hirer may at any time terminate the hiring by returning the said vehicle at his own cost and risk to the owner at his place of address for the time being
	2. If the hirer shall make default in payment of any monthly sum payable hereunder for [[Duration]] days after the same have become due or shall fail to observe or perform any of the terms and conditions of this agreement, the owner may without prejudice to his claim for arrears of hire or damages (if any) for breach of this agreement forthwith terminate the hiring without notice and retake physical possession of the said vehicle himself or through his agents or servants and the hirer shall not object to the retaking of possession of the said vehicle by the owner or his agents or servants and/or by written notice to the hirer determine this agreement and the hiring hereby constituted. On such termination, the hirer shall immediately return the said vehicle to the owner at his place of address for the time being and the hirer shall pay the owner a sum of Rs. [[Amount]] every month until the said vehicle is returned to the owner.
2. DISPUTE RESOLUTION:
	1. ARBITRATION:
3. In the event of any dispute, difference or controversy arising between the Owner and Hirer in the performance, interpretation, implementation or application of this agreement, the parties will first attempt to resolve their differences mutually but failing mutual settlement dispute, difference or controversy arising, either Party may request that such disputes be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 (“ the Act of 1996”) and the rules made there under, as amended from time to time.
4. The Seat of Arbitration will be in [[Place]] and all Arbitration proceedings will be conducted in [[place]].
	1. In case the dispute arises it will be adjudicated by the way of ONLINE DISPUTE RESOLUTION
	2. In case the dispute arises it will be Subject to the jurisdiction of the courts of [[Name of the place]]

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at [[Place of Execution]] on the date indicated above.

THE SCHEDULE ABOVE REFERRED TO:-

(List /Description of machinery & equipment)

\*\*[[Party A | Uppercase]]\*\* \*\*[[Party B | Uppercase]]\*\*

[[Party A Signatory Email: Identity | Signature]] [[Party B Signatory Email: Identity | Signature]]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: [[Party A Signatory Name]] By: [[Party B Signatory Name]]

Title: [[Party A Signatory Title]] Title: [[Party B Signatory Title]]

WITNESSES

1. [[Name of the Witness: Witness A]] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[[Address of the Witness A]] [[Witness A Signatory Email: Identity | Signature]]

[[Passport Size Photo: Image]]

1. [[Name of the Witness: Witness B]] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[[Address of the Witness B]] [[Witness B Signatory Email: Identity | Signature]]

[[Passport Size Photo: Image]]

**AGREEMENT FOR HIRE-PURCHASE OF FURNITURE**

This Hire Purchase Agreement (this “Agreement”) is entered into as of [[Effective Date]] (the ‘’Effective Date’’).

**BETWEEN:** [[Entity: Choice ((name of the person(s)), (“company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship firm")]], a company, duly incorporated and registered under the Companies Act, 1956, with its principal place of business located at [[Company Address]], (the “Company”), through its [[Authorised signatory: Name of the Person]], (hereinafter referred to as ‘the Owner’) of the One Part

**AND:** [[Entity: Choice ((name of the person(s)), (“company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship firm")]], (the "Agency"), a company, duly incorporated and registered under the Companies Act, 1956, with its principal place of business located at [[Company Address]], (the “Company”), through its [[Authorised signatory: Name of the Person]], (hereinafter referred to as ‘the Hirer’) of the Other Part.

**PREAMBLE**

WHEREAS the owner is the owner of the Furniture, more particularly described in the Schedule hereto and the hirer has approached the owner to let the said Furniture on hire to him, to which the owner has agreed and has assured the hirer that he shall have and enjoy quiet possession of the said Furniture.

AND WHEREAS the owner has further assured the hirer that he shall have the right to sell the said vehicle at the time the property is to pass and the said Furniture is free from any charge or encumbrances in favour of any third party at the time when the property is to pass.

AND WHEREAS the hirer has inspected the said furniture and is satisfied about the same and considers it fit for the purposes for which he requires the same.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS :

1. RELATIONSHIP OF THE PARTIES- INDEPENDENT

The Parties agree that the Parties shall be considered independent and not agents or employees of the other Party.

1. DUTIES AND OBLIGATIONS OF THE OWNER
	1. The said furniture shall be delivered by the owner at his own expense at the office of the hirer at [[Date]] on [[Month-year]].
	2. No neglect, delay or indulgence on the part of the owner in enforcing any of the terms and conditions of this agreement or the granting of time by the owner to the hirer shall prejudice the right of the owner hereunder.
2. DUTIES AND OBLIGATIONS OF THE HIRER
	1. The hirer during the continuance of the hiring, will not sell, assign, mortgage, pledge, underlet, lend or otherwise part with possession of or otherwise deal with the said furniture but shall keep the said furniture in his own possession and control and will not remove the same or any of them from the place where they are for the time being, without the consent of the owner in writing and will not create or allow to be created any lien upon the said furniture and will duly and punctually pay all rents, taxes, charges and levies payable in respect of the premises whereon the said furniture shall for the time being is kept and will protect the said furniture against distress, execution, or seizure and indemnify the owner against any loss, cost, charges, damages and expenses incurred by him by reason or in respect thereof.
	2. The hirer during the continuance of the hiring will at his own expense keep the said furniture in good and substantial repair and condition (reasonable wear and tear excepted), will replace all missing, damaged or broken parts with parts of equal quality and value and keep the said furniture insured against fire and loss or damage from whatsoever cause arising in the sum of Rs. [[Amount]] in the name of the owner and duly and punctually pay all premiums and other sums necessary for effecting and keeping on foot such insurance and produce the receipts for all such payments to the owner.
	3. The hirer will permit the owner and any person authorized by him at all reasonable times to have access to the said furniture and to inspect the state and condition of the said furniture.
	4. The hirer has given a promissory note by way of collateral security for the outstanding balance of the hire-purchase price and in the event of the hirer making default in payment of any sum due under this agreement, the owner will be entitled to recover the money on the said promissory note or to transfer the said note and the transferee or holder shall take the said note as a holder in due course.
	5. If the hirer shall make default in punctual payment of any sum payable hereunder or shall commence an act or bankruptcy or shall make any arrangement with creditors or if any execution or distress shall be levied against the hirer or if he shall allow any judgment against him unsatisfied or fail to observe or perform any of the terms and conditions of this agreement, then in any or either of the said cases the owner may, without prejudice to the owner’s claim for arrears of hire or damages (if any) for breach of this agreement forthwith without notice terminate the hiring and retake possession of the said furniture.
3. MANDATORY OBLIGATIONS OF THE PARTIES.
	1. In the event of the hiring being determined hereof, the hirer shall forthwith at his own risk and cost peaceably return the said furniture to the owner at the owner’s address for the time being and in the event of the hirer failing to do so, the owner may retake possession of the said furniture and for that purpose the owner himself, his servants or agents may enter upon any premises in which the said furniture is believed by the owner to be kept and the hirer shall pay to the owner the hire-purchase price of the goods less the aggregate of—

(i) The sums previously paid under the agreement;

(ii) The sums due under the agreement upto the date of termination;

(iii) The net proceeds of sale of goods if repossessed and sold; and the hirer shall also pay to the owner on demand the costs and expenses of any incident to such retaking of possession of the said furniture as aforesaid which may be incurred by the owner.

* 1. If the hirer shall have duly kept and observed all the terms and conditions of this agreement, and shall pay to the owner such sums payable under this agreement hereof as shall with the sum paid for the option to purchase amount in the aggregate to the hire-purchase price and shall pay all sums payable to the owner under this agreement, the hiring thereby shall determine and the hirer shall become the absolute owner of the said furniture and the owner will assign and make over his right and interest in the said furniture to the hirer, but until all such payments as aforesaid have been made, the said furniture shall remain the property of the owner.
	2. The hirer shall not be entitled to assign the benefit of this agreement or any right of the hirer hereunder. The owner shall be entitled to assign the benefit of all the rights of the owner hereunder including the right to enter upon premises of the hirer and inspect and/or repossess the said furniture.
1. FEES AND EXPENSES
	1. The cash price of the said furniture is Rs. [[Amount]] and the hire-purchase price is Rs. [[Amount]]
	2. The hirer has paid to the owner in advance a sum of Rs. [[Amount]] (the receipt whereof the owner hereby acknowledges) and in consideration of the option to purchase hereby granted shall (subject to the provisions of clause hereof) pay to the owner the balance of the said hire purchase price amounting to Rs. [[Amount]] by to pay future [[number of instalments]] instalments of Rs. [[Amount]] each, the first instalment to be paid on the [[Date]] day of [[Month-year]] and each subsequent instalment on the [[Date]] day of each succeeding month.
2. NOTICE
	1. Any notice provided for or permitted in this Agreement shall be in writing and will be deemed to have been given [[Minimum number of Days after Mail: Number]] days after having been mailed, postage pre-paid, by certified or registered mail or by recognized overnight delivery services, except in the case of a postal or other strike affecting the service used whereupon notice will be deemed to have been given [[Minimum number of Days for Service of Notice: Number]]days after normal service resumes.
	2. Where personal service is made or where delivery is made by facsimile and a receipt thereof has been retained, any notice provided for or permitted in this Agreement will be deemed to have been given when received by the intended recipient. The intended recipient must be an individual whose personal name appears on the address set out in the notice.
	3. Addressing and delivery is to be made as follows:
		1. If to: Owner

[[Owner Address]]

* + 1. If to : the Hirer

 [[Hirer Address]]

* 1. The parties may communicate other addresses where notice must be sent to from time to time. Such communication shall be in writing and shall have the effect of replacing the address. No change of address affected under this section shall in any way affect the operation of any term, other than the delivery address, in this Agreement.
1. TERM

This agreement shall be deemed to have commenced from the date hereof and will remain in force for a period of [[Duration]] years from the date hereof that is upto the day of [[Date]] and (unless the Hirer exercises the option to purchase as hereinafter provided), on the expiration of the said period or earlier termination thereof as hereinafter provided the Hirer shall hand over back the said motor vehicle in good working condition subject to normal wear and tear at his costs at the place of business of the Owner or as may be directed by the owner provided that, the Hirer shall continue to be liable to pay hire charges until the said Motor Vehicle is actually delivered over to or taken over by the Owner.

1. TERMINATION AND EFFECT OF TERMINATION
	1. The hirer may at any time terminate the hiring by returning the said vehicle at his own cost and risk to the owner at his place of address for the time being
2. DISPUTE RESOLUTION:
	1. ARBITRATION:
3. In the event of any dispute, difference or controversy arising between the Owner and Hirer in the performance, interpretation, implementation or application of this agreement, the parties will first attempt to resolve their differences mutually but failing mutual settlement dispute, difference or controversy arising, either Party may request that such disputes be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 (“ the Act of 1996”) and the rules made there under, as amended from time to time.
4. The Seat of Arbitration will be in [[Place]] and all Arbitration proceedings will be conducted in [[place]].
	1. In case the dispute arises it will be adjudicated by the way of ONLINE DISPUTE RESOLUTION
	2. In case the dispute arises it will be Subject to the jurisdiction of the courts of [[Name of the place]]

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at [[Place of Execution]] on the date indicated above.

THE SCHEDULE ABOVE REFERRED TO:-

(List /Description of machinery & equipment)

\*\*[[Party A | Uppercase]]\*\* \*\*[[Party B | Uppercase]]\*\*

[[Party A Signatory Email: Identity | Signature]] [[Party B Signatory Email: Identity | Signature]]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: [[Party A Signatory Name]] By: [[Party B Signatory Name]]

Title: [[Party A Signatory Title]] Title: [[Party B Signatory Title]]

WITNESSES

1. [[Name of the Witness: Witness A]] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[[Address of the Witness A]] [[Witness A Signatory Email: Identity | Signature]]

[[Passport Size Photo: Image]]

1. [[Name of the Witness: Witness B]] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[[Address of the Witness B]] [[Witness B Signatory Email: Identity | Signature]]

[[Passport Size Photo: Image]]

**AGREEMENT FOR HIRE-PURCHASE OF A CAR THROUGH A FINANCE COMPANY**

This Hire Purchase Agreement (this “Agreement”) is entered into as of [[Effective Date]] (the ‘’Effective Date’’).

**BETWEEN:** [[Entity: Choice ((name of the person(s)), (“company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship firm")]], a company, duly incorporated and registered under the Companies Act, 1956, with its principal place of business located at [[Company Address]], (the “Company”), through its [[Authorised signatory: Name of the Person]], (hereinafter referred to as ‘the Owner’) of the One Part

**AND:** [[Entity: Choice ((name of the person(s)), (“company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship firm")]], (the "Agency"), a company, duly incorporated and registered under the Companies Act, 1956, with its principal place of business located at [[Company Address]], (the “Company”), through its [[Authorised signatory: Name of the Person]], (hereinafter referred to as ‘the Hirer’) of the Other Part.

**AND:** [[Entity: Choice ((name of the person(s)), (“company”, "corporation", "limited liability partnership", "limited partnership", "proprietorship firm")]], (the "Agency"), a company, duly incorporated and registered under the Companies Act, 1956, with its principal place of business located at [[Company Address]], (the “Company”), through its [[Authorised signatory: Name of the Person]], (hereinafter referred to as ‘the Dealer’) of the Other Part.

**PREAMBLE**

WHEREAS the hirer is desirous to purchase a car and he has approached the dealer to sell the car to him and to arrange the finance for the purchase of the car.

AND WHEREAS the dealer after satisfying about the creditworthiness of the hirer, has requested the owner to purchase the car more particularly described in the Schedule hereto (hereinafter called the said car), in order to let the same to the hirer under a hire-purchase agreement.

AND WHEREAS the owner has acquired the said car from the dealer for the abovementioned purpose and in consideration of the above, the dealer has agreed to guarantee the payment of the hire by the hirer in accordance with the terms of hire-purchase agreement.

  NOW IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS :

1. RELATIONSHIP OF THE PARTIES- INDEPENDENT

The Parties agree that the Parties shall be considered independent and not agents or employees of the other Party..

1. DUTIES AND OBLIGATIONS OF THE OWNER
	1. The owner shall let and the hirer will take on hire the car more particularly described in the Schedule on the following terms and conditions.
	2. The owner agrees to permit the hirer to have the registration of the said car in his own name in terms of the provisions of Motor Vehicles Act, 1988 and the Rules framed there under; provided that the hirer shall transfer the registration of the said car in the name of the owner whenever demanded by the owner to do so.
	3. Any delay, neglect, indulgence or forbearance on the part of the owner in enforcing any terms or conditions of this agreement shall not prejudice the strict rights of the owner hereunder.

1. DUTIES AND OBLIGATIONS OF THE HIRER
	1. The hirer during the continuance of the hiring, will not sell, assign, pledge, mortgage, underlet, lend or part with the possession of the said car or otherwise deal with the said car and will not take the same out of the city of [[Place]] without the previous consent in writing of the owner.
	2. The hirer during the continuance of the hiring shall keep the said car in good repair condition and working order (reasonable wear and tear excepted) and will permit the owner, his servants or agents to have access to the said car for the purpose of inspecting the condition thereof.
	3. The hirer shall pay all licence fees, road tax, fees and duties payable in respect of the said car.
	4. The said car shall be insured by the hirer in the joint names of the owner and the hirer against loss or damage by fire, accident, third party risks and riot risks in the sum of Rs. [[Amount]] with the [[Name of Insurance Company]] and the hirer shall pay punctually the premiums and all money payable in respect of such insurance.
	5. The hirer may at any time terminate the hiring by returning the said car at his own cost and risk to the owner at his place of address for the time being.
	6. The hirer shall use the said Vehicle for his private use only and will not allow the same to be used as a taxi or for commercial purpose.
	7. The hirer has examined or has caused to be examined the said car and satisfied himself as to its condition and running and no warranty is implied on the part of the owner as to the quality or state of the motor vehicle as to its fitness for any purpose, whatsoever.
	8. The hirer will be liable to pay all taxes, rates, levies, licence fees or any other charges, fines or imposition levied by the Government or local body or other authority in respect of the said car and on this transaction.
2. MANDATORY OBLIGATIONS OF THE PARTIES.
	1. The agreement is personal to the hirer and the rights of the hirer shall not be assignable in favour of third party.
	2. If the hirer shall duly perform and observe all the stipulations and conditions in this agreement contained on his part to be performed and observed and shall pay to the owner monthly sums by way of rent amounting together with the sum paid for the option to purchase to the sum of Rs. [[Amount]] and shall also pay all other sums of money which may become payable to him by the hirer under this agreement, the hiring shall come to an end and the said car shall become the property of the hirer and the owner will assign and make over all his rights and interest in the same to the hirer but until all such payments as aforesaid have been made, the said car will remain the property of the owner.
	3. In consideration of the owner letting the said car to the hirer as hereinabove, the surety hereby guarantees the due payment of the rents and all other sums of money which may become payable by the hirer under these presents and the performance and observance of the said agreements and conditions by the hirer and the surety agrees that this guarantee will not be prejudiced by the owner neglecting or forbearing promptly to enforce this agreement against the hirer or giving time for the payment of the rents when due or delaying to take any steps to enforce the observance or performance of the said agreement.
3. FEES AND EXPENSES
	1. In consideration of the delivery of the said vehicle to the hirer, the latter has paid in advance a sum of Rs. [[Amount]] as first instalment on hire (the receipt whereof the owner hereby acknowledges) and will punctually pay to the owner at his place the sum of Rs. [[Amount]] every calendar month by way of rent for the hire of the said vehicle, the first payment to be made on the [[Date]] day of [[Month-year]] and each subsequent payment on the [[Date]] day of every succeeding month.
4. NOTICE
	1. Any notice provided for or permitted in this Agreement shall be in writing and will be deemed to have been given [[Minimum number of Days after Mail: Number]] days after having been mailed, postage pre-paid, by certified or registered mail or by recognized overnight delivery services, except in the case of a postal or other strike affecting the service used whereupon notice will be deemed to have been given [[Minimum number of Days for Service of Notice: Number]]days after normal service resumes.
	2. Where personal service is made or where delivery is made by facsimile and a receipt thereof has been retained, any notice provided for or permitted in this Agreement will be deemed to have been given when received by the intended recipient. The intended recipient must be an individual whose personal name appears on the address set out in the notice.
	3. Addressing and delivery is to be made as follows:
		1. If to: Owner

[[Owner Address]]

* + 1. If to : the Hirer

 [[Hirer Address]]

* 1. The parties may communicate other addresses where notice must be sent to from time to time. Such communication shall be in writing and shall have the effect of replacing the address. No change of address affected under this section shall in any way affect the operation of any term, other than the delivery address, in this Agreement.
1. TERM

This agreement shall be deemed to have commenced from the date hereof and will remain in force for a period of [[Duration]] years from the date hereof that is upto the day of [[Date]] and (unless the Hirer exercises the option to purchase as hereinafter provided), on the expiration of the said period or earlier termination thereof as hereinafter provided the Hirer shall hand over back the said motor vehicle in good working condition subject to normal wear and tear at his costs at the place of business of the Owner or as may be directed by the owner provided that, the Hirer shall continue to be liable to pay hire charges until the said Motor Vehicle is actually delivered over to or taken over by the Owner.

1. DISPUTES RESOLUTION:
	1. ARBITRATION:
2. In the event of any dispute, difference or controversy arising between the Owner and Hirer in the performance, interpretation, implementation or application of this agreement, the parties will first attempt to resolve their differences mutually but failing mutual settlement dispute, difference or controversy arising, either Party may request that such disputes be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 (“ the Act of 1996”) and the rules made there under, as amended from time to time.
3. The Seat of Arbitration will be in [[Place]] and all Arbitration proceedings will be conducted in [[place]].
	1. In case the dispute arises it will be adjudicated by the way of ONLINE DISPUTE RESOLUTION
	2. In case the dispute arises it will be Subject to the jurisdiction of the courts of [[Name of the place]]

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at [[Place of Execution]] on the date indicated above.

THE SCHEDULE ABOVE REFERRED TO:-

(List /Description of car)

\*\*[[Party A | Uppercase]]\*\* \*\*[[Party B | Uppercase]]\*\*

[[Party A Signatory Email: Identity | Signature]] [[Party B Signatory Email: Identity | Signature]]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: [[Party A Signatory Name]] By: [[Party B Signatory Name]]

Title: [[Party A Signatory Title]] Title: [[Party B Signatory Title]]

\*\*[[Party C | Uppercase]]\*\*

[[Party C Signatory Email: Identity | Signature]]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: [[Party C Signatory Name]]

Title: [[Party C Signatory Title]]

WITNESSES

1. [[Name of the Witness: Witness A]] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[[Address of the Witness A]] [[Witness A Signatory Email: Identity | Signature]]

[[Passport Size Photo: Image]]

1. [[Name of the Witness: Witness B]] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[[Address of the Witness B]] [[Witness B Signatory Email: Identity | Signature]]

[[Passport Size Photo: Image]]