**Agreement for Hire-Purchase of Machinery**

THIS AGREEMENT made at.............. this.............. day of.............., 200, between ABC & Co. Ltd., a company incorporated under the Companies Act, 1956, and having its registered office at.............. (Hereinafter called "the Owner") of the FIRST PART and M/s. X Y & Sons, a partnership firm, carrying on the business of printing press and having its place of business at .............. (Hereinafter called "the Hirer") of the SECOND PART and Shri A s/o B resident of.............. (Hereinafter called 'the Surety") of the THIRD PART.

WHEREAS the hirer has vide his letter dated.............. requested the owner to provide finance for the purchase of printing press.

AND WHEREAS the owner has by its reply dated.............. agreed to provide finance for the purchase of printing press on the terms and conditions laid down in the said letter and the documents to be executed for the said purpose.

AND WHEREAS the hirer has placed an order with M/s..................... for the purchase of printing press.

AND WHEREAS the owner has provided the finance by making payment of an amount of Rs........... vide cheque no................ dated.............. drawn on............. to the supplier...........................

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

1. The owner, being the owner of the printing press with fittings, tools, and accessories, more particularly described in the Schedule hereto shall let and the hirer shall take on hire from this.............. day of...............
2. On execution of these presents, the hirer shall pay a sum of Rs............ to the owner as initial payment by way of hire and shall during the continuance of this agreement pay to the owner at his address for the time and without previous demand by way of rent for the hire of the said printing press the monthly sum of Rs............... the first payment to be made on the.............. day of.............. next and each subsequent payment on the.............. day of each succeeding month during the said term.
3. During the continuance of the agreement, the hirer shall-
4. Do not sell or offer for sale, assign, mortgage, promise, underlease, leave or otherwise deal with the aforementioned printing press or any part or part of it or any interest therein;
5. Keep the said printing press in its own hands and do not withdraw the same or any part or part of it from the place where the printing press is for the time being located without the prior written consent of the owner;
6. Does not permit any connection to be produced on the said printing press, whether for repairs or otherwise and shall properly and punctually pay all rentals, taxes, fees, charges and levies payable in respect of the premises on which the said printing press is for the time being located and shall, upon request, produce all receipts for such payment to the owner and protect the said printing press from distress;
7. use the printing press in a skilful and proper manner and shall at his own expense keep the said printing press in good and substantial repair and condition (reasonable wear and tear excepted);
8. keep insured the printing press during the period of hiring against any loss or damage by hire or otherwise in the sum of Rs............. with an insurance company in the name of the owner and deliver the policy of such insurance to the owner and duly and punctually pay all premiums necessary for keeping the said insurance effective throughout the period of this agreement:

Provided that in the event that the contractor fails, at any time, to effect or maintain the said policy by defaulting on any payment of the premium, the owner shall be entitled to effect such insurance and pay the premium to the said insurance company and the contractor shall immediately pay to the owner all the premiums and other amounts paid by the owner;

 a.

 b.

 c.

 d.

 e.

1. Do not or refuse to do any act which may result in the seizureand/or confiscation of the printing press by the central or state government or local authorities or by any public official or authority under any law for the time being in effect.
2. If the said printing press is destroyed or damaged by fire or otherwise, all money received or receivable in respect of the insurance referred to above shall immediately be received by the owner, who may, as the case may be, make use of that money either to make good the damage done or to replace the said printing press with other articles of similar description and value and to replace the said printing press.
3. The hirer may determine the hiring at any time by giving............. days notice in writing to the owner at his address for the time being and by returning the said printing press at the hirer's own risk and expense and shall thereupon forthwith pay to the owner all hire charges up to the date of such determination and other sums due under the agreement and 25% of the balance of the total hire charges still to fall due as settled compensation.
4. If an arrangement is reached before the property in the said printing press passes to the contractor, the contractor shall immediately return to the owner, the policies and other documents relating to the said printing press.
5. The contractor accepts and agrees with the owner that the printing press has been inspected and is satisfied that the printing press is appropriate for its function and the owner shall not be liable to the contractor for any liability, lawsuits, injuries, damages or expenses incurred, directly or indirectly, by the said printing press or any inadequacy thereof for any purpose or any fault therein or by the use thereof.
6. The contractor is liable to bear and incur installation costs, detachment costs of the printing press employed and to pay any fee, levy, rate or assessment imposed at any time by the Federal Government, the Government of the State or any local authority on the sum or any instalment payable under this Agreement.
7. The parties to this agreement hereby declare that they have fully understood the meaning of all the clauses, terms and conditions of this agreement and they have accepted and executed this agreement with full knowledge and understanding of the obligations herein.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and the year first hereinabove written.

The Schedule above referred to

(Particulars of the printing press)

The common seal of ABC & Co. Ltd., the within named owner has been hereunto affixed pursuant to the

Resolution of its Board of Directors on...............

in the presence of Mr................... Director and

Mr. .......................... Secretary of the company,

who have signed these presents