

AGREEMENT FOR HIRE

THIS AGREEMENT is made at ... this ... day of... between Mr. A carrying on business at ... hereinafter referred to as 'the Owner' of the One Part and Mr. B residing at ... hereinafter referred to as 'the Hirer' of the Other Part.

WHEREAS the Owner is carrying on business of dealing in furniture and has its office and showroom at ...

AND WHEREAS the Hirer has agreed to take on hire some pieces of furniture for furnishing his newly purchased and occupied Flat at ... and which the Owner has agreed to give on hire to the Hirer on the following terms and conditions.

NOW IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS: -

1. The Owner agrees to give on hire and the Hirer agrees to take on hire the items of furniture which are mentioned in the Schedule hereunder written for a period of ... years (or as long as the Hirer desires). The said furniture has been delivered by the Owner to the Hirer and the latter acknowledges receipt thereof.
2. The Hirer agrees to pay to the Owner by way of hire charges a sum of Rs. ... in lump for all the Items of furniture mentioned in the Schedule hereunder written. for each month.
3. The said charges will be paid by the Hirer to the Owner in advance on the 5th day of each month hereafter during the period the hire continues. The proportionate hire charge for the current month has been paid by the Hirer on the execution of this agreement.

4. The hire charges will be paid by the Hirer as aforesaid at the place of business of the Owner aforementioned punctually on or before the 5th day of each month as before mentioned.
5. The Hirer covenants with the Owner that ;
 - (a) He will make payment of the hire charges every month punctually as aforesaid.
 - (b) If there is default in payment of any instalment on the due date, the Hirer will pay interest on the amount of each monthly charge at the rate of Rs. ... per cent per month for the days of delay. This provision is without prejudice to the right of the Owner to take any other action for breach of the covenant as herein provided.
 - (c) He will not remove the said items of furniture or any of them from the said flat in which the Hirer is at present residing. without the written consent of the Owner.
 - (d) He will maintain the said furniture in good condition, subject to normal wear and tear. If any damage is done to any of the said items of furniture he will make it good by carrying out repairs through the Owner and he will pay the repair charges to the owner separately.
 - (e) If any of the said items is stolen or otherwise lost or destroyed or damaged beyond repairs, the Hirer will pay the price thereof as per the Owner's catalogue of prices then prevailing or In force, irrespective of whether the Hirer is or is not responsible for such loss, destruction or damage. If the loss or destruction or damage occurs, the Hirer will make it known to the

Owner in writing immediately after such loss or damage. Subject to payment of the amount of loss or damage by the Hirer, the Owner will either substitute the lost or damaged item or will reduce the Hire-charges proportionately.

- (f) He will allow the Owner or his authorised agent to inspect the said furniture as and when required between 9 a.m. and 6 p.m. on any day but such Inspection shall not be for more than once in a month.
 - (g) He will not part with possession of the furniture or any item in favour of any other person.
 - (h) He will not sell, hypothecate or pledge the said furniture or any item thereof.
6. The property in the said furniture will always remain with the Owner, and the Hirer will hold the same as a bailee.
 7. The Owner is not liable for any defects in the said furniture or any item thereof and the Hirer has taken inspection thereof and is satisfied with the condition thereof.
 8. The Hirer will not do any act or omit to do any act by which the right of the Owner to the said furniture will be prejudiced.
 9. If the Hirer does not want to continue the hire he will give atleast fifteen days' notice to that effect to the Owner and on the expiration of the said period mentioned in the notice, this agreement will stand terminated.
 10. If the Hirer commits breach of any term or covenant contained in this

agreement, the Owner will be entitled to terminate this agreement by fifteen days' prior notice and on the expiration of the said period this agreement will stand terminated.

11. If this agreement is terminated by the Hirer or the Owner as aforesaid or by efflux of time or duration of this agreement as aforesaid, the Hirer shall at his own costs, return the said furniture forthwith. If he fails to do so, within eight days from the termination, he will be liable to pay to the Owner a sum of Rs. ... being the present price of the furniture together with all other amounts payable by him to the Owner under any of the provisions of this agreement. This is without prejudice to the right of the Owner to take back possession of such furniture by due process of law.
12. The termination of this agreement for any reason will not prejudice or affect the right of the Owner to recover from the Hirer any amount payable by him to the Owner by virtue of this agreement.

IN WITNESS WHEREOF the parties have put their respective hands the day and year first hereinabove written.

THE SCHEDULE ABOVE REFERRED TO

List of furniture.

Signed and delivered by
the withinnamed Owner ... in the presence of ...

Signed and delivered by
the withinnamed Hirer ... in the presence of ...

