

chapter. 2

GENERAL PRINCIPLES OF DRAFTING

According to Fowler →

anyone who wishes to become a good writer should
↓
to attempt endeavour, before he allow himself to be
to gain something tempted by more showy qualities, to be
direct, simple, brief, vigorous and lucid.

Principles

- Prefer familiar word to far fetched
(familiar word are readily understood)
- Prefer Concrete word to the abstract
(concrete word make meaning more clear and precise)
- Prefer the single word to the circumlocution
(single word gives direct meaning, avoiding adverb and adjective)
- Prefer short word to the longest
(short words are easily grasped)
- Prefer saxon words to Roman words
(use of roman words may create complications to convey proper sense to ordinary person to understand).

- ↑ a mere contract to mortgage or contract to sale would not amount to actual transfer of interest in the property. But the deed of mortgage or sale would operate as conveyance.

Document

an inscription on a metal plate or stone, (inscription)
a caricature is a document.

Special Warranty Deed

In special warranty deed seller guarantees the property title is free of any defect during his ownership. the seller does not guarantee any defect that existed before he took possession of property.

Warranty Deed

Warranty Deed guarantees that seller has right to transfer property to buyer insures that seller hold clear title to the property, has no outstanding liens or mortgages.

- Choice of words & phrases can be made to convey the intention of executor to the reader in the same sense he wish to do.

Agreement of Sale of House Property

[THIS AGREEMENT OF SALE executed on ^{this} 3rd Day of December 2022 between Shubham Modi Son of description Swresh Modi resident of Balaghat (M.P.) (herein after called as Vendor) of one part AND Shubham Abad Son of R. Abad resident of Pune (M.H.) (herein after called as Purchaser) of other part.]

[WHEREAS Vendor is sole and absolute owner of property described in Schedule I hereunder,

ital AND WHEREAS Purchaser was in need to purchase the property in Balaghat for Commercial purpose.

AND WHEREAS purchaser approached vendor to sell said property in consideration of Rs. one crore (1,00,00,000) and purchaser agreed with other terms and conditions written hereunder]

am
2. NOW THIS AGREEMENT OF SALE WITNESSES
AS UNDER

- 1.) The price of the property more fully set out in Schedule I hereunder, is fixed at Rs. One Crore (Rs. 1,00,00,000) free of all encumbrances.
- 2.) The purchaser has paid to the vendor this day a sum of Rs. 10,00,000 (ten lakhs) by way of earnest money for due performance of the agreement.
- 3.) Time for performance of agreement shall be six months from this date.
- 4.) The purchaser shall pay vendor the balance amount of Rs. 90,00,000 (Rs. ~~nine~~ ninety lakhs) before registration of conveyance deed.
- 5.) The vendor agrees that he will vacate his possession of property before registration of conveyance deed.
- 6.) The vendor shall execute conveyance deed in favour of purchaser or his nominee.
- 7.) The vendor shall ~~all do~~ hand over all documents of property within 30 days, from date of agreement for scrutiny of title.

- ⑧ The purchaser shall duly intimate vendor about approval of title within 20 days of getting possession of said documents.
- ⑨ If vendor title to property is not approved by purchaser then vendor shall refund the purchaser earnest money of Rs. 10,00,000 (ten lakhs) and on failure he shall give interest of 12% per month of earnest money amount from eleventh day of disapproval by purchaser.
- ⑩ If vendor commits breach of agreement he shall refund the earnest money and shall also pay 5,00,000 Rs. (five lakhs) to purchaser as damages.
- ⑪ If purchaser commits breach of agreement, then vendor shall forfeit the earnest money of Rs. 10,00,000 (ten lakhs).

Schedule of Property

Shop no. 25, Dhanraj Complex, Balaghat (M.P.)
Its north is Shyam Road
Its South is Baba Ka Dhaba
Its East is Rambag Nagar
Its west is love ~~pro~~ point.

IN WITNESS WHEREOF the vendor and the purchaser have set their respective hands to the agreement of Sale/Purchase on the day, month and the year above written, in the presence of the following witnesses:

Witnesses

(1) Name :

Father's Name

Address

Signature

Vendor

(2) Name

Father's Name

Address

Signature

Purchaser

Components of Deed

→ Description of the Deed title

Deed begins with name of the deed which contains correct title such as "this deed of Sale", "this deed of mortgage", "this deed of lease" etc.

→ Place and Date of execution of Deed

It is written as "this deed of mortgage made on this tenth day of January 2023."

A deed is perfectly valid, if it is undated or if date written is impossible, example 31st day of february

→ Description of Parties to the Deed

It is basic rule that parties should be properly described in document. while describing parties transferor should be mentioned first and then transferee, mention of cast is not necessary, one can write parties, profession or occupation, even while dealing with parties that may be idols, word pujan or Sewadar can be used.

(Description) (Example)

between Payal dev, daughter of Kajol dev resident of Haryana (herein after called as vendor) of one part AND

Kuber Sharma Son of Ranbir Sharma resident of Punjab (herein after called as purchaser) on other part.

→ Recitals

Recitals in any legal document provide a concise history and context for the transaction. They must be clear and accurate because they can influence the interpretation of document and have evidentiary significance in legal proceedings.

Recitals begins with word WHEREAS. If there are multiple recitals it can be written in paragraphs.

→ Testatum

Testatum clause is known as witnessing clause.

It is usually written as

"NOW THIS DEED WITNESSES AS UNDER"

→ Consideration

Consideration is very important in any document and it must be expressed, mention of consideration is necessary like for ascertaining Stamp Duty and document might be termed as not adequately stamped and would attract penalty under Stamp Act.

→ Receipt clause

It is acknowledgement of consideration Receipt received. Its illustration is in consideration of 1 lac Rs. to paid by transferee to transferor (the receipt of which transferor hereby acknowledged)

→ Operative clause

this is followed by real operative words which may show the nature of property and transaction

for example - In case of mortgage - transfer by way of simple mortgage

→ Parcels clause

- It is a technical expression meaning methodical description of property.
- It is a brief description of property which is a subject matter of deed.

It begins with all those ~~that~~ ^{those}, this clause includes words such as land, water, hereditaments, Tenements (a piece of land)

→ Exceptions and reservation clause

- It refers to admission of certain rights to be enjoyed by transferor over property to be agreed by transferee, these rights are agreed by both parties.
- this clause is ~~start~~ start with word Subject to

→ Premises and habendum → (to have into hold)

- Habendum clause is a part of a deed that specifies interest or rights of transferee in the property.
- whatever precedes the habendum is called Premises

Example → Description of ~~the~~ property (Paras)

to have into hold Premises together with all rights ~~priv~~ privileges, interest and to dispose such property in the manner transferee thinks fit.

→ Reddendum → (Rent)

It begins with word "Rendering" or "Paying" with reference to rent.

It specifies the amount of rent and when it should be paid.

→ Convenents and Undertaking

~~Convenents~~ Convenents are formal agreements made under seal involving promises or commitments by one party to perform certain actions.

→ Testamonium clause

It is a last part of deed it signifies that parties have signed ~~the~~ the deed.

It is drafted as "IN WITNESS WHEREOF parties have signed these deed on the date above written.

→ Signature and attestation clause

After testamonium clause signatures of executants of document and their witnesses attesting their signatures follows.

in case of company or body corporate any person authorised in this behalf should sign the document.

→ Supplemental Deeds

Supplemental Deed is a document which is entered into between the parties on same subject in which there is a prior document existing.

it is used when alterations, modifications need to be formalised separately from original document.

Supplement deed is a legal instrument to make changes to an existing document.

→ Annexures or Schedules

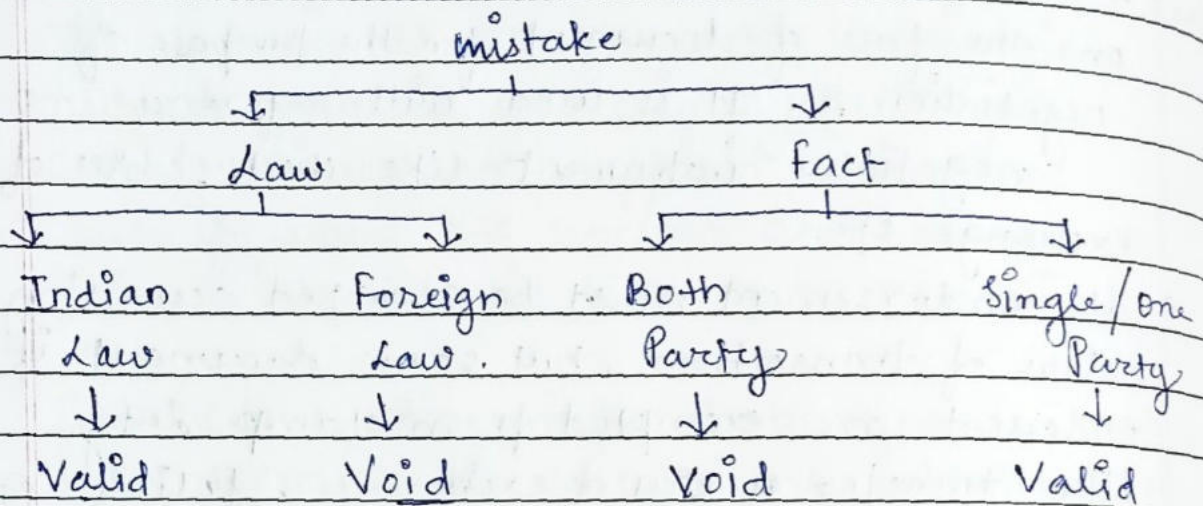
Deed remains incomplete unless particulars about land or property are given. So it is stated in schedule.

Whenever land or property is used in agreement word

Deeds it is stated as described in schedule-

chapter -3

LAWS RELATING TO DRAFTING AND CONVEYANCING



Exemptions from sec.17 (Registration Act 1908)

- Debenture issued by company and not creating, declaring, assigning, limiting or extinguishing any right, title interest in immovable property.
- any instrument relating to shares in joint stock company.

Decree of Court

- Registration of decree of court is optional.
- Jurisdiction → where court is situated.

Case Study

A Ltd and B Ltd have entered into a contract of sale of plant & machinery. Managing directors of A Ltd have signed contract in Mumbai, and sent the same B Ltd in Delhi and there director have signed the document. Consideration of for transaction is 50 cr.

Identify the following.

- 1) whether registration of contract is compulsory
- 2) whether contract is registered
- 3) what is time limit for getting the contract registered
- 4) what is effect of non-registration of this document

Ans

- 1) The registration of the contract is not compulsory because in this case, contract is for sale of Plant & machinery, and also it is a movable property and according to the registration act, and according to registration act, Registration

Date _____
Page _____

of movable property is optional.

If in case, the Plant & machinery attached to the earth it will be ~~termed~~ ^{treated} as immovable property, and in this case, the registration is compulsory.

2.) - Yes, the Contract can be registered.
- as per the registration act there is no
- prohibition on registration of
the party can register any contract if they want to do so.

3.) Sec. 23 of Registration Act, 1908 provides that the document must be presented before the Registrar for registration within four months of its execution. It can ~~not~~ and extension can be granted for four months on a extra payment of fee.

4.) If the registration of contract is optional then it does not affect, but if the registration is compulsory then following are the effects -

- (a) affect any immovable property comprised
- (b) confer any power to adopt
- (c) not be treated as evidence.

* Revision of certain decisions of court regarding sufficiency of stamps (sec. 61)

1. Where any court whether its civil, revenue or criminal court makes decision regarding admissibility of instrument as duly stamped, makes decision regarding or not requiring a stamp or if it allows the instrument upon payment of duty & penalty, there decision can be revised by higher court.
2. Higher court may on its motion or on application of collector consider the matter and if he believes that higher duty & penalty should have been paid it can record a declaration to that effect and determine the correct amount of duty.
3. Higher court may require a person to produce the instrument and he may impound the same.
4. After declaration he must send copy of it to collector along with instrument. Collector has authority to take prosecution for offence committed.

5. No prosecution will be initiated if duty & penalty determine by higher court ~~is~~ is paid to collector

Que-1. Difference between Lease & License

Lease	License
1. A lease is transferable and heritable	A license is neither transferable or heritable.
2. Lease cannot be revoked before expiry of the term or without breach of any express condition by the lessee	License is generally revocable subject to certain conditions.
3. A lessee is entitled to maintain a suit on his own name against a trespasser.	a licensee is not entitled to maintain a suit.
4. A lessee is entitled to a notice to quit leased property	A licensee is not entitled to such notice.
5. Specifically enforceable	Remedy for breach is damages.

Que-2 Power of attorney is important document / Instrument for any company. Comment?

Ans. A Power of attorney is a legal document that allows one person to act on behalf of another in various matters.

→ A Company is not a human being. It's an artificial person and it has to act through human beings.

→ It is considered as a legal person which can enter into contracts, possess properties & in its own name, sue and can be sued by others etc.

Due to this, companies are required to execute power of attorney for various purpose.

Que-3) A Ltd enters into agreement for sale, they are not aware of Stamp duty, advise & company relating to adjudication

Ans. → Stamp duty is a tax levied on the transfer of property or rights in property. The amount of Stamp duty varies depending on the type, value, and location of the property or right transferred.

→ Adjudication of Stamp duty is a process of determining the correct amount of Stamp duty payable on a document by submitting it to Collector of Stamps, who is a government officer authorized to examine & assess the document.

→ In case of Sale agreement, the payment of stamp duty is optional.

but it can be beneficial for the parties who want to avoid any dispute in future.

⇒ If A Ltd enters into an agreement for sale, they should consider getting the document adjudicated by the collector of stamps before registering it. This will help them to know the exact amount of stamp duty they have to pay and avoid any legal consequences.

To get the document adjudicated, they have to follow these steps

→ Apply for adjudication to the collector in a prescribed form along with a copy of document with prescribed fees.

→ For this purpose, collector may require to be furnished with an abstract of the instrument, and also with such affidavit or other evidence as he may deem necessary to prove all the facts & circumstances.

→ the collector examine the document & determine the stamp duty.

→ the collector will communicate the stamp duty payable by an endorsement on the document or by a separate order.

Ques 4) who may obtains specific performance

Ans.

- Parties to the contract
- Representative in interest
- Any person beneficially entitled
- Reversioner
- Remainder
- Pre-incorporation contract
- Contract done by LLP but afterwards amalgamated than amalgamated LLP i.e., new LLP arising out of amalgamation can obtain specific performance
- Company → in case of amalgamation, amalgamating company can obtain specific performance.

Date 9/Nov.
Page

MORTGAGE BY CONDITIONAL SALE

THIS DEED OF MORTGAGE BY CONDITIONAL SALE
is executed on this 15th day of April 2020

BETWEEN

Siya daughter of Ritvik neen resident at
Mumbai (herein after called as Mortgagor) of
one part

AND

Siya daughter of Shivam Pawar resident at
Mumbai (herein after called as Mortgagee) of
Other part.

WHEREAS Mortgagor is absolute owner of the
property described in Schedule free from all encumbrances

AND WHEREAS Mortgagor has been doing the business
and wants to borrow a sum of Rs. ~~at~~ crore
Rs. 1,00,00,000 (one crore only) and Mortgagee
agree on the same on a condition that the repayment
of said sum with interest shall be secured by mortgage of

Property

NOW THIS DEED WITNESSETH AS FOLLOW

- D That in pursuance of consideration of sum of Rs.
1,00,00,000 (one crore only) paid by mortgagee
to mortgagor the receipt of which mortgagor
hereby acknowledge, mortgagor hereby
agree that he will pay sum of Rs. 1 crore
on or before 15th day of April 2025 which interest
of Rs. 12% per annum.

2) That per security for above stated loan, the mortgager transfers and delivers physical vacant possession to mortgagee of whole property stated in the Schedule (after it designated "the mortgaged (~~off~~ property") per condition, on defaulting paying the mortgage money on ~~a to to be~~ upto 15th April 2025, the transfer so made shall be a complete ~~shall~~ sell, or payment if made by the mortgager the sale become void and mortgagee shall ~~re-convey~~ re-convey the mortgaged property to the mortgager free from all encumbrances.

3) the parties hereto consent that cost of registration of this deed with stamp duty and other miscellaneous expenses shall be borne by the mortgager.

Schedule

its north _____

its South _____

its east _____

its west _____

* IN WITNESS WHEREOF parties have signed this deed in presence of following witness.

witness

1. _____

2. _____

SETTLEMENT OF FAMILY BUSINESS

This Deed of Family arrangement is executed on this 10th day of May 2020 between Ramlal aged 80 years resident of Mumbai (herein after called as first party)

AND

Rahul aged 25 years resident of Mumbai (herein after called as second party)

WHEREAS first party has started and carryout the Business with his own initiative and efforts and with his own capital and funds.

AND WHEREAS Second party is grandson of first party residing with him and also managing the aforesaid business (Business more fully described in Schedule A)

AND WHEREAS Second party is contributed his skill and labour for development of business.

AND WHEREAS first party wants to give share in said business to the second party on terms & conditions hereforth

NOW THIS DEED WITNESSETH AS UNDER:

- ① Second party shall hold and on and possess 50% ownership of business as transferred by first party.
- ② All properties in name of first party other than said business shall be of first party only and second party shall not have any right over it.

Schedule A

IN WITNESS WHEREOF parties have signed this agreement in presence of following witness.

Witness

1. _____

2. _____

Agreement For Employment

AN AGREEMENT is made on this _____ day of _____ 2023

BETWEEN

ABC Ltd, incorporated under companies Act 2013, and having its registered office at _____, represented by its managing director (hereinafter called as Employer) of one part

AND

Siya daughter of _____, resident of _____, Company Secretary, a member of Institute of Company Secretary of India having membership no. ACS _____ (herein after called as employee) of other part.

WHEREAS the party of first part is a ~~listed~~^{Public} company and desirous of availing a company secretary.

AND WHEREAS the employee is company secretary and has agreed to render professional services as company secretary.

AND WHEREAS both the parties are agreed on terms and conditions set hereforth.

NOW THIS AGREEMENT WITNESSED AS UNDER.

- 1) The Employer shall pay a salary of Rs. 20,00,000 (twenty lakhs only) per year to the employee for the services rendered to the business concern.
- 2) Employee shall be given paid leaves as per rules of the company.
- 3) There will be a probation period of six months. During this period, if performance of employee is not satisfactory, then employer shall terminate the service giving forty eight hours notice.
- 4) Employee shall perform all duties in accordance with companies act 2013 or any other previous law, rules and regulations.
- 5) Employee not any time in any manner disclose confidential information to any party or not related to company.
- 6) Any dispute arises or breach of contract shall be referred to arbitrator, duly appointed mutually by both the parties.
- 7) Employee shall devote all his time and attention to the work of the company during tenure as company secretary and shall work with due diligence.

IN WITNESS WHEREOF parties have signed this
agreement in presence of following witnesses.

WITNESS

name _____

(details) _____

employee

name _____

(details) _____

employee _____

1. TYPES OF DOCUMENT

Ques Difference between deed, agreement, contract

Particulars	Deed	Agreement	Contract
Meaning	Deed is used to describe an Instrument by which two or more persons agree to effect any right or liability.	Every Promise or set of promise forming consideration for each other	An agreement enforceable by law.
Mode	Written	It may be oral or in writing	Preferable in writing
Purpose	effecting a right or liability	for some act or abstain	enforceability of agreement by law
Creation of records	Yes	not necessary	Yes.
relation	deed may be agreement or contract	agreement are not necessarily deed or contract	all Contracts Succeeds agreement
Example	Sale deed, lease deed, mortgage deed etc	agreement to Sale,	agreement enforceable by law are contract ex. → employment contract

CIRCULAR

DRAFT CIRCULAR

File no. _____

Government of India

Ministry of Corporate Affairs

add- _____

date- _____

Subject - Providing Gifts to Shareholders during Annual General meeting of the company.

To ,

All Shareholder Stakeholders

Sir, ~~me~~ Sir

1. The ministry of corporate affairs has been receiving representations from various stakeholders that it has become general practise in the country to give gifts to Shareholders while they attend any AGM in addition to the dividend recommended by Board of directors.
2. It has also been brought to the notice of ministry that companies offer gifts in other charms to Shareholders who attend AGM (Annual General meeting) to divert the attention of Shareholders ~~from~~ ^{for} the main purpose of AGM as Shareholders are made busy to collect gifts, gift coupon etc in duration of meeting while corporate manage to pass certain resolution without any debate on the Same

3. Keeping the principle of good corporate governance
It has been decided that no company shall offer anything except tea, coffee, soft drinks, snacks and food etc. in the AGM.

4. Distributing gifts, gifts coupon etc shall be treated as misconduct on part of company as well as Board of directors.

Yours

Yours Faithfully

name _____

designation _____

* who issue the public issue (Generally)

- CG
- SG
- corporates
- person authorise by various authorities
- statutory corporation

Public Notice

ABC Limited

CIN _____

Registered office _____

Contact no. _____

email ID _____

fax no. _____

website _____

EXTRACT OF STANDALONE UNAUDITED FINANCIAL RESULTS FOR THE QUARTER AND NINE MONTHS ENDED 31st DECEMBER _____ (year)

S.No.	Particular	Qtr ended 31 st march 2023	Nine months ended 31 st Dec-2023	Qtr ended 31 st dec. 2022

The above is the extract of detailed format of quarterly and nine months ended unaudited financial results filed with the stock exchange under regulation 33 of SEBI (LODR) Regulations 2015. The full format of quarterly financial

Results are available on stock exchange website
(www.....) and also hosted on company
website (——)

Date

Place

name

for and on behalf of
Board of directors
ABC limited.

(SEBI Public notices)

Show Cause Notice

ABC Limited

Registered Office _____

CIN _____

Telephone no. _____ Email Id _____ Fax _____

Website _____

Date 11.10.23

To,

Mr. Zandubam

Tithi Gali, Kali Gori Chowk

Balaghat, (481001) (MP)

Subject - Show Cause Notice

Sir,

This is with reference to several complaints about your alleged misconduct reported to management. Our organisation believes in observing high ethical values in all respects and expect the same from all its employees.

Below mentioned is the narration of incidents reported to us by your superiors. It was observed by many staff members that you were sharing confidential company information with a competitor.

Management has taken a serious note on the same, and issues this show cause notice to allow your explanation. Your misconduct can cause monetary loss to the company.

You are hereby asked to submit a written explicit explanation to your conduct and provide us a valid cause why disciplinary action should not be taken against you. It should reach us by 12.10.20 12.10.23.

Please note that no further notice will be given to you in this regard.

Yours Truly
For on behalf of
BOD

Company name ABDinit
Designation
CS

Show Cause Notice

Government of India

MINISTRY OF CORPORATE AFFAIR

REGISTRAR OF COMPANIES

Registered office _____

Telephone no. _____ Email Id _____

website _____

Date 12/10/2023

To

XYZ P Limited

123, ABC Road

Bhopal (Madhya Pradesh)

Subject - Show cause notice

Sir,

This is with reference to sec. 248 of companies act, Registrar of companies (Roc) has issued a notice to your company, stating that your company has not been carrying on any business or operation for a period of two immediately preceding financial years, and therefore, the Roc is of the opinion that your company should be struck off from the register of companies.

As per Sec. 248 of companies act 2013, the ROC may remove the name of the company from ROC, if he has reasonable cause to believe that

- (a) the company has failed to commence its business within one year of its incorporation or
- (b) the company is not carrying any business or operation immediately preceding two financial year, and has not made any application for obtaining a status of dormant company (Sec. 455)

You are hereby required to show cause notice within days from the date of receipt of notice as to why your company should not be struck off from the ROC. You are also required to submit any evidence or documents in support of your explanation.

If you fail to reply or your reply is not satisfactory then the ROC may proceed to strike off your name without any further notice.

Yours faithfully

name

designation

signature

Performance Guarantee

Performance Guarantee can be called as performance bond. it is an Instrument given by bank to another party to ensure that party will perform their contractual obligation and complete the specific task according to terms and condition.

Bank Guarantee .

Bank Guarantee no. _____

Date _____

Amount of Guarantee Rs. 50,00,000

To,

ITC Limited

Mumbai

Dear Sir,

<sup>after called
as bank)</sup> This ~~deed~~ THIS DEED OF GUARANTEE made on this
12th day of October 2023 between ICICI Bank of (herein
one part and ITC Limited of another part
(herein after called as Purchaser)

WHEREAS in consideration of Rs. 50,00,000 (fifty lakhs)
paid by ITC Limited to ABC Manufacturing,
the receipt of which ABC Manufactures hereby
acknowledges

AND WHEREAS in consideration of aforesaid amount
and on request of ABC manufactures bank hereby
unconditionally undertake to give performance
Guarantee to ITC Limited by way of retention
money guarantee.

We the bank hereby allows ITC Limited to retain
10% of total consideration ~~and~~ until whole goods
is supplied by ABC manufactures.

We the bank agree that will not revoke this guarantee without previous consent of ITC Limited. bank will reimburse the retained amount when obligation of ABC manufactures is completed

We the bank agree that this guarantee will not be discharged due to change in constitution of bank

IN WITNESS WHEREOFF bank through its authorise officials have signed this deed of guarantee on this 12th day of October 2023

Name _____

designation _____

signature _____

Bank Guarantee

description

This deed of guarantee is made on 10th day of May 21 between ICICI Bank tilak road Pune (herein after called as bank of one part)

AND

State of Maharashtra represented by governor shree Bhagat shingh Koshri (herein after called as State of other part)

WHEREAS tender has been accepted by state (Tender no.2) of Pranyal Limited a company incorporated under Companies Act 2013 has registered office at K&T Pune .

AND WHEREAS it is agreed by company with the State for supply of plant, machinery and equipment in accordance with tender.

AND WHEREAS State has agreed to pay rupees fifty lakh as consideration and whereas bank at request of company agreed to stand as surety and guarantee refund to State in case of default by company .

NOW THIS AGREEMENT WITNESSED AS UNDER

1. In consideration of Plant machinery and equipment State of maharashtra has agreed advance sum of rupees fifty lakh to company and bank hereby guarantees that if company fails to supply required machinery plant and equipment and also advance money taken then bank shall repay such amount within 10 days from default of company.
2. Guarantee shall not be affected by any change in constitution of bank or company.

IN WITNESS WHEREOF parties have signed the agreement in presence of following witness.

witness .

Bye Laws - Bye Law is a rule or law established by an organisation or community or a local authority to regulate itself.

bye laws can be made organisation or community, local authority or lower local council.

- Bye laws are made to regulate the company or society's internal affairs.
- Govern behaviour of organisational member

Sec. 22

When a Central act or regulation enacted, it may include provisions that to make rules or byelaws.

Rules or Byelaws will not take effect until the commencement of Acts.

Bye Law

BYE LAWS OF GOKULDHAM SOCIETY

1. GENERAL

- 1) The name is Gokuldham Society
- 2) Society is registered under M.P. Society act
situated at _____

2. OBJECTIVE

- 1) To promote awareness ~~on~~ environment protection
on health of old age group mostly of age
40 years or more.
- 2) To engage in activities an initiative for the
same purpose.
- 3) Collaborate with health professionals or to
~~organise~~ organise health related events and
workshops.

3) MEMBERSHIP

- 1) Membership in society open to individual who are
intrested in promoting health awareness.
- 2) Prospective member shall submit a ~~to~~ written
application for membership.
- 3) Membership application shall be reviewed by
society membership committee. and approval &
rejection shall be communicated to applicant
within 30 days.

4.) FINANCE

Members are required to pay annual membership fees of Rs. 10,000.

5.) GOVERNING BODY

- 1) Governing body shall consists 10 board members including President, Secretary & Treasurer.
- 2) the Board shall form society membership committee, consisting of atleast 5 members.

6.) DISSOLUTION

- 1) An event of dissolution assets of society shall be transferred to registered charitable organisation with similar object.

H.W.

Bye Laws

BYE LAW OF ABC Society.

1. GENERAL

- a) The name is ABC Society.
- b) Society is registered under MP Madhya Pradesh Society Act situated at _____

2. OBJECTIVE

- a) To provide for the security, maintenance, repair, replacement, or improvements of the Buildings and the common areas for the benefit of members.
- b) To manage, maintain and administer the property of society.
- c) To raise funds for achieving the objects of the society.
- d) To provide co-operative Education and training to develop co-operative skills of its members, committee members, officers and employees of the Society.

3. MEMBERSHIP

- a) An Individual who competent to Contract can become a member.
- b) An Individual who wishes to become a member has to file a prescribed form and have to comply membership condition.

4. FINANCE

Members are required to pay annual membership fees of Rs. 5000.

5. GOVERNING BODY

- a) Governing body shall consists of 10 members including President, Secretary and other members.
- b) ~~Governing body~~ the President and members shall meet twice in the month for fulfil the objectives of the society.

e) Removal, Duties and Powers of members

- a) Failed to pay the charges due to the society.
- b) Every member who has vehicles has to obtain permission for parking from Governing body, by paying some charges fixed by governing body.

Public Notice

XYZ Limited

Registered office _____

Email Id _____ website _____

CIN _____

contact no. _____ fax no. _____

Sub- Board Meeting

We wish to inform you that pursuant to Regulation 29 and other applicable provisions of the securities and Exchange Board of India (Listing obligation and disclosure Requirements) Regulations, 2015 ("Listing Regulations"), a meeting of the Board of directors of the company is scheduled to be held on Friday 22 November, 2023, to consider and approve the standalone and consolidated unaudited financial results of the company for the quarter ended Dec. 30, 2023.

A Presentation to analysts and media on financial results of the company for the quarter ended Dec. 30, 2023 shall be made on the same day after the meeting.

Thank You

Date

Place

_____ (name)
for and behalf of Board
of directors
(XYZ Limited)

* Bond

- Bond is a formal document by which person undertake to perform certain act.
- Eg. Surety Bond, Financial Instrument Bond, Judicial Bonds, Saving bonds.
- Surety Bonds are undertaken for the purpose of providing security if a certain act agreed has not been done.
- Financial Instrument bonds are a evidence of a debt due on the Organisation
- A Bail Bond is an undertaking by an accused to appear for trial or to pay a sum of money stated therein on non-compliance.
- The purpose of undertaking a bond is secure the act or omission for which the bond is issued as a security.

Bond

BAIL BOND FOR ATTENDANCE

BEFORE ~~Court~~ officer in charge of Police Station

I ~~Khushi~~

I Aishwarya Naik of Pallakkad having been arrested without warrant by officer in charge of Police Station charged with offence of theft and required to give security for my attendance before such officer in charge of police station, on condition that I shall attend such officer on every day on which an investigation or trial is held with regard to such charge and in case of my default, herein I Bind myself to forfeit to government for some of Rs. 5,00,000 (five lakh)

Dated this 10th day of May 2023.

Signature

How

Bail Bond before court.

Bond

BAIL BOND FOR ATTENDANCE
BEFORE COURT

I Jeth, of Balaghat, Or having been brought before court of _____, charge with the offence of _____, and required to give my security for my attendance before such court on condition that I shall attend such court on everyday on which any investigation trial is held with regard to such charge, and in case of my making default herein, I bind myself to forfeit to Government the sum of Rupees 10,000 (ten thousand).

Dated 20th day October 2023

Signature .

Form of Demand

Date _____

To ICICI Bank, Tilak road Branch Pune
41042

Subject - Irrevocable, Revolving Letter of Credit no. _____
issued in favour of ABC in corporation

Sir/Madam

We refer to the above-mentioned letter of credit

1. We Certify that sum of Rs. 50,00,000 (fifty lakh)
is due under agreement as of 25/10/23 against
invoice no. _____ Dated _____

We therefore demand payment of sum of Rs. 50,00,000
as provided in letter of credit.

2. all documents prescribed under clause ~~102~~ _____
of letter of credit ~~is~~ enclose herewith

3. Payment should be made to the following account
Name _____
Account no. _____
Bank _____

Yours faithfully

Mx. A manager (Authorised Signatory)

4. Drafting of Agreements, Deeds & Documents

Points to be kept in mind while drafting agreements

- Avoid gender specific word as far as possible
text should be in clear writing.
- Arrange item in a logical sequence
- Use active voice over passive voice
- Put statements in positive form

27. Oct.

(special)

Lec. 2

Power of attorney

POWER OF ATTORNEY TO EXECUTE SALE DEED

BY THIS POWER OF ATTORNEY, I Khushi Meshram, D/o Sanjay Meshram Resident of Balaghat (M.P.) do hereby appoint Shubham Abad son of R Abad resident of Shirur (M.H.) as my attorney to do followings acts, deeds and things on my behalf

- (1) To negotiate and sale my property situated at _____ to any purchaser at such price as my attorney think proper to agree upon and to execute any document, deed, papers and to present the same for registration.
- 2) To receive from purchaser the consideration money for said property and to give him receipt.
- 3) To deliver physical possession of said property to purchaser or or his nominee.
- 4) To apply to municipal corporation of Pune for mutation of said property in favour of Purchaser or his nominee and to do all such deed things and matter required ~~for~~ for sale of said property.

mp. [I hereby agree and undertake to ratify all
wa. deeds, acts, assurances given or done or
executed by my said attorney as if same work
is done by me personally.
or made]

Or alternative (for uper wala point)

I hereby agree to rectify all acts lawfully done by my said attorney as if same was done by me personally.

IN WITNESS WHEREOF, I Khushi Meshram have ~~hereto~~ hereunto (this document, this place) set my hand this 10th day of May 2023

Signature

WITNESSES 4

1. _____

2. _____

POWER OF ATTORNEY TO PRESENT DOCUMENT FOR
REGISTRATION

BY THIS POWER OF ATTORNEY I _____ to hereby
appoint _____ my attorney for me and on
my behalf to approve for and represent me before
the sub-registrar of Pune all times as may be
necessary and to present before ~~me~~ him for
registration the sale deed dated: _____ made
between myself: _____ and _____ to admit
the execution of said deed for me, to complete
the registration of said deed, & and to do any
act deed or thing as may be necessary to
complete the registration.

AND I said _____ do hereby agree and
declare that all deed acts and things done
executed or performed by _____ shall be valid
and binding on me as if done by me personally
which I undertake to ratify and confirmed
whenever required.

Lease DeedLEASE DEED

capital) This Lease Deed made on this 10th day of May 2023 between Shubham Abad Son of R Abad resident of Shirur (herein after called as lessor of one part)

AND

Tina Lopi daughter of _____ resident of _____ (herein after called as Lessee of other Part)

WHEREAS Lessor is owner of Property described in Schedule I and is in complete possession of such property.

AND WHEREAS Lessee requested lessor to grant lease in favour of Lessee for period of 5 years and lessor agreed to let his house on terms & condition written hereforth

NOW THIS WITNESSETHAS UNDER

1) Lessor hereabout demise the lessee his property fully described in Schedule I along with well, passage, garden & pathways.

on same, to lessee from the date written above for term of 5 years in consideration of monthly rent of ₹ 20,000 (twenty thousand only) payable on 1st day of succeeding month.

2) Lessee shall pay all taxes including municipal taxes, water & electricity bill.

3) Lessee cannot sub-let said property without permission of lessor.

4) Any damage caused to aforesaid property due to negligence of lessee, shall be indemnify by lessee to lessor.

5) that tenance created is determinable in nature and any party can determine the same by giving two month notice to other Party.
Schedule I -

IN WITNESS WHEREOFF Parties ~~are~~ signed this agreement in presence of following witnesses.

Witness 1.

Witness 2.

Licence Agreement

THIS AGREEMENT OF LICENCE is made on this 4th day of April 2023 between A son of _____ resident of Pune (herein after called as Licensor of one Part)

AND

B Son of _____ resident of Balaghat (herein after called as Licencee of other part)

WHEREAS Licensor is owner of shop described in Schedule 1

AND WHEREAS Licencee approach Licensor to allow Licencee to occupy and use said property on temporary basis.

AND WHEREAS Licensor has agreed to grant Leave & licence to Licencee written hereafter

NOW THIS AGREEMENT WITNESSETH AS UNDER

to occupy and use Property

- 1) Licensor hereby grants a shop described in Schedule I for period of 11 months.
- 2) Licencee agrees to vacate said premises after completion of 11 months from date of this agreement
- 3) Licencee agrees to pay Licensor sum of Rs. 50,000 (fifty thousand only) as licence fee to paid before 5th day of following month.

- 4) Municipal taxes & other taxes shall be paid by ~~licenses~~ licensee.
- 5) Electricity charges or water charges shall be borne by licensee.
- 6) Licensee shall occupy said premises for lawful business.
- 7) Any damage caused to said property due to act or negligence of licensee shall be indemnify by licensee to licenses.
- 8) Licensee shall peacefully vacate such shop on expiry of this agreement.

Schedule I

Its north _____
west _____
east _____
south _____

IN WITNESS WHEREOF Parties signed this agreement
in presence of following witness.

Witness 1 _____

Witness 2 _____

1 Nov. 2023

Gift Deed

Gift Deed

THIS DEED OF GIFT made on this 10th day of May 2023 between Shubham modi (herein after called as donor) of one part

AND

Disha Patani (herein after called as Donee) of another part

WHEREAS Donor is owner of property described in Schedule I and out of love and affection, donor is desirous of making gift of said property to donee at time of her 30th Birthday.

NOW THIS DEED WITNESSETH AS FOLLOW

In Consideration of Natural love and affection of Donor to Donee, the donor hereby transfers to the Donee free from all encumbrances property described in Schedule I to hold the same to donee absolutely forever. The Donee accepts the transfer.

Schedule I

its North

its west

its South

its East

IN WITNESS WHEREOF the parties have signed this deed in presence of following witnesses

witness 1

witness 2

Arbitration Agreement

ARBITRATION AGREEMENT

THIS AGREEMENT is executed on this 10th day of May 2023
between Ankita Agrwal (herein after called as party 1)
of one part

AND

Nishant Byas (herein after called as party 2) of another
part

Past [WHEREAS Party 1 and Party 2 were in contractual
tense relationship of employment, where Party 1 was
Recitals employer and Party 2 employee

AND WHEREAS dispute arose between both parties

AND WHEREAS both Parties mutually agreed to refer
the dispute to arbitration to obtain an award

NOW THIS AGREEMENT WITNESS AS UNDER

- 1) For the purpose of determination of the dispute matter
will be referred to Keshav Sharda (an arbitrator)
who is mutually nominated by Party 1 and Party 2
- 2) Arbitrator would follow Principle of natural justice and
shall exercise in fair manner
their rights

- 3) All provisions of Arbitration & Conciliation Act 1996 shall be applicable to this Arbitration.
- 4) both Parties shall fully ~~co~~ co-operate and give required documents & evidence for making arbitration award.
- 5) Arbitration award shall be final and binding on both the parties.
- 6) Arbitrator shall complete arbitration proceeding within 1 year
- 7) arbitrator may at any time offer Proposals for settlement -
Schedule 1 of disputes.

Its north _____

its South _____

its East _____

its west _____

~~xxx~~ * IN WITNESS WHEREOF Parties signed this agreement in presence of following witnesses

Witness 1 _____

Witness 2 _____

Gift Deed

This Grant is made on 10th day of May 2023 between
A (herein after called as Grantor) of one part
AND
R (herein after called as Grantee of other part)

WHEREAS Grantee on the 5th day of May 2023 applied
to Grantor for grant of land for purpose of ~~build~~
building temple thereon.

AND WHEREAS Grantor has agreed to grant property
describe in Schedule 1 to grantee for purpose of
~~promoting~~ religious worship and same shall be
hold by grantee and his Successors.

and grantee has accepted the said grant on
terms and conditions herein after contained.

NOW THIS DEED WITNESS AS FOLLOW :

- 1.) Grantor agrees to grant property described in
Schedule 1 to grantee for purpose of ~~promoting~~
religious worship and same shall be held for
grantee and his Successors.
- 2.) Grantee shall within two years from the date hereof
construct a temple and shall use said premises
for worship and prayer.
- 3.) Such temple shall be open for all person.

Date _____
Page _____

4.) If grantee fails to construct temple within two years the said premise shall be revert to the grantor.

5.) If said premise is used for any other purpose than of worship then also it shall revert to grantor.

Schedule 1

its north _____

South _____

east _____

west _____

IN WITNESS WHEREOFF the parties have signed the following agreement in presence of following witness _____

witness 1

name _____

father's name _____

Address _____

Signature _____

witness 2

Name _____

father's name _____

Address _____

Signature _____

Agreement for Sale

Date 3/Nov./2023
Page

SALE DEED

THIS DEED OF SALE made on this 10th day of May 2020 between Aashish Parikh (herein after called as Seller) of one part

AND

Pawan sharma (herein after called as Buyer) of other part,

WHEREAS Seller is sole and absolute Owner of Property described in Schedule 1 ~~and~~

AND WHEREAS Buyer was ~~amreed~~ ^{interested} of the property for investment purpose and he approached seller and both agreed for sale of property on terms and condition written hereforth

NOW THIS DEED OF SALE WITNESSETH AS UNDER

1. That in consideration of sum of Rs. 1,00,00,000 (one crore only) received by seller by way of cheque (cheque no. _____) the receipt of which Seller hereby acknowledge and seller hereby discharge the Buyer from making further payment and seller hereby transfers, sells, convey and assigns to the use of the purchaser the Scheduled property together with water ways, easements and all rights, title in relation to schedule property to buyer to have and ~~the~~ ^{to} hold the same absolutely and forever

2) Property hereby sold is free from encumbrances, charges, court proceedings, mortgages of any nature whatsoever whatsoever

3) Buyer shall be absolute owner of scheduled property and can enjoy profits, rents and benefits arising out of property

4) from the date of this deed buyer has absolute right, power, authority to sell and dispose off.

5) that after execution of this deed seller will not demand any kind of share in property described in schedule 1

6) the seller ^{have} handed ~~have~~ the possession of Schedule property to buyer on the date of this deed and delivered connected original title document in respect to Schedule property

7) that seller hereby assures that purchaser ~~is~~ is entitle to have mutation of his name in all public records, local body and obtain all documents in the name of buyer.

Schedule 1

IN WITNESS WHEREOF Parties have signed this agreement in presence of following witness

witness

1.

Date
8/nov.

SIMPLE MORTGAGE

THIS DEED OF MORTGAGE made on this 10th day of May 2020 between Gourav Verma Son of R Verma resident at of Pune (herein after called as Mortgager) of one part

AND

Neha Kakkar Daughter of Ram Kakkar resident of Pune (herein after called as Mortgagee) of other part

WHEREAS Mortgager is absolute owner of immovable property described in Schedule 1 and its free from all encumbrances.

AND WHEREAS Mortgager has requested mortgagee to lend sum of Rs. 50,00,000 (fifty lakh only) and mortgagee agreed on the same.

NOW THIS DEED WITNESSETH AS UNDER

- 1) That in pursuance of consideration of sum of Rs. 50,00,000 (fifty lakhs only) paid by mortgagee to mortgager the receipt of which hereby mortgager acknowledge, mortgager hereby agree that he will pay sum of Rs. 50,00,000 (fifty lakh only) on or before 10th day of May 2027 with interest of Rs. 10% p.a.

- 2.) that mortgagor hereby transfer ~~us~~ by way of Mortgage his property described in Schedule 1 as a security for repayment of said sum with interest of 10% p.a.
- 3.) that mortgagor hereby agree that in case of default of payment of principle or interest amount mortgagee shall be entitle to sell the said ~~house~~ property through any competent court and to realise and receive said mortgage amount and interest out of sale proceeds of the property and mortgagor agrees to repay deficiency ^{if} any.
- 4.) that mortgagor shall continue possession of said property and shall ensure the said property
- 5.) that mortgagee agrees to bear Stamp duty, registration charges

Schedule

IN WITNESS WHEREOF parties have signed this agreement in presence of following witness.

witness

1. _____

2. _____

(also known as equitable Mortgage)

MEMORANDUM OF MORTGAGE BY DEPOSIT OF TITLE DEEDS

Memorandum that this 10th day of May 2020
Samantha (Mortgager) as beneficial owner has
deposited with ICICI Bank (Mortgagee) the original
title deeds of property described in Schedule 1 with
intention to create charge there upon for securing
repayment to ICICI Bank of sum of Rs. 1 crore
lend in advance by Mortgagee to Mortgager this day
to be payable on or before 1st day of Jan 22
with interest @ 10% p.a.

The Mortgager hereby agrees to execute and register
legal ~~mortgagee~~ mortgage if required by
mortgagee.

Dated this 10th day of May 2022

Description of Property
Schedule 1

Signature

REDEMPTION DEED

THIS DEED is made on 10th day of May 2020 between
ICICI Bank (herein after called mortgagor of one part)

AND

Samantha (herein after called Mortgagor) of other part

WHEREAS, By way of mortgage deed dated 10th day of May 2020,
the property mentioned in that deed was mortgage by
mortgagor in favour of mortgagor to secure payment of
amount of rupees of one crore (1,00,00,000) with interest
@ 10% per annum.

AND WHEREAS Mortgagor has paid agreed amount and
mortgagor hereby redeems the mortgage on terms and
conditions hereforth.

NOW THIS DEED WITNESSED AS UNDER

That in consideration of all principle money and interest
secured by said mortgage deed dated 10th day of May 2018
being paid, mortgagor hereby redeems the mortgaged
property in favour of mortgagor and Mortgagor as
absolute owner is discharge from all principle money &
interest secured by all claims and demands under
the aforesaid mortgage deed

IN WITNESS WHEREOF the parties have signed
this deed in presence of following witness -

1. _____

2. _____

* Tips to improve Drafting of legal document

- ① keep readers in mind - ① what you write should resonate with what readers want
- ② Dive deep into expectations of your audience -
- ③ tone and intent of the document should be based on the requirement of audience
- ② ~~Not~~ ^{Just} points prior writing
 firstly create a layout by getting all contextual points. take those point as a guide for effective legal document writing.
- ③ Avoid formal and Technical terms
 - the formal and technical terms are called legalese in legal writing.
 - these can be typical legal phrases and jargon
 - replace such & phrases and jargon's with clear ~~sense~~ concise, clear and simple language.
 - words like aforementioned ~~or~~ herein, wherein can be replaced for better clarity.
- ④ keep writing to the point
 - your every word should be comprehensively brief
 - avoid extraneous words
 - Complex sentences have great scope of ~~redun~~ redundancies so try to make them short and simple.

⑤ Active voice brings clarity on subject

Passive voice creates confusion on other side

Active voice makes it crystal clear.

so instead of writing people were terminated say
XYZ terminated people.

⑥ Be Careful when you edit

- Impeccable writing needs merciless editing
- remove unnecessary word and re-write for clarity when needed.
- Conduct careful proof reading to ~~eliminate~~ eliminate grammatical and punctuation errors.

15/Nov.

(notice under Sec. 138 of negotiable Instruments Act)

Legal Notice

Date _____

To,

Mr. Aashish Parikh

Address _____

mobile no. _____

Dear Sir,

I represent my client (Shubham Abad) who has long standing business relationship with you.

In June 2023 you have purchased goods on credit from my client of Rs. 10,00,000 (ten lakh only) which remains unpaid.

Despite multiple assurances and extensions outstanding amount has not been settled. you provided check of Rs. 6,00,000 dated 10. Oct 2023, (check no. _____) and you provided 4,00,000 in cash.

(check no. _____) dated 10. Oct 2023 of Rs. 6,00,000 was dishonoured due to insufficient funds causing financial loss to my client.

after the dishonour my client approach you for the
check amount but you failed to return the
said amount.

you are hereby served notice under sec. 138 of negotiable
Instrument act to settled the overdue amount of
6,00,000 within 15 days from receipt of this notice,
failure to comply will result in legal proceedings.

Kindly treat this as a final notice

(Advocate)

5. Drafting of Commercial Contracts

Contract must forbid customer from following acts

- ① Copying
- ② modifying
- ③ Creating a derivative of

→ Contract should clearly mention that review, comments, photos etc posted by customers should not be illegal, off-sense, threatening, defamatory etc.

→ limitation of liability

Contract must clearly mention that Kerry will not be liable for customer's

- ① excess delay or interruption to Kerry's website
- ② changes or seizure of Kerry's services
- ③ Customer's failure to keep their account information password secure & confidential
- ④ loss of registration or processing of order

Exclusion of warranties

It must be clearly mentioned that Kerry do not represent or warrant

- ① Kerry's services will meet the customer requirement
- ② Kerry's services will be uninterrupted, timely, secure or free from ~~error~~ error.
- ③ Information provided by or through Kerry's services will be accurate and reliable.
- ④ Defects in operation of Kerry's services will be corrected.

LLP agreement

LLP AGREEMENT OF XYZ LLP

This Agreement of LLP made at Balaghat this 15th of November 2023 BETWEEN Raghav son of _____ residing at _____ (herein after called as the first party)

AND

Rahul son of _____ residing at _____ (herein after called as the second party)

(THE FIRST AND SECOND PARTY SHALL BE COLLECTIVELY REFERRED AS PARTNERS AND DESIGNATED PARTNERS)

NOW THE FIRST AND SECOND PARTY are interested in forming a LLP under LLP act 2008 and they intend to write down the terms and conditions of the said formation

IT IS HEREBY AGREED BY AND BETWEEN PARTIES HERETO AS FOLLOWS .

1) A Limited liability Partnership (LLP) shall be carried on in the name of XYZ LLP and have commenced on the day _____

2) LAPIN _____

3) Registered office of XYZ LLP situated at Balaghat.

- 4) the Capital Contribution of the XYZ LLP shall be Rs. 1,00,000 (one lakh) and which is contributed by both the partners equally.
- 5) the XYZ LLP have a common seal to be affixed on documents as defined by partners under the signature of any of the designated partners.
- 6) The Business of the LLP shall be providing business of Buying, selling, importing, exporting, trading, supplying and dealing in sports commodities/Items in India or elsewhere.
- 7) The immovable property purchased by LLP shall be in the name of LLP and free from all encumbrances.
- 8) Net profit or loss shall be divided equally by partners.
- 9) the designated partners shall be responsible for the doing of all acts, matters and things as are required to be done by LLP in respect of compliance of the provisions of this act including filing of any document, return, statement etc. according to the provisions of LLP act 2008.
- 10) the new partners may not be introduced without the consent of all existing partners. and profit sharing ratio of incoming partners will be in proportion of his contribution.

- ⑪ All the partners have interest and right in all the assets and properties in the name of LLP in the proportion of their contribution.
- ⑫ Every Partner has a right to have access to books to inspect and copy any books of XYZ LLP.
- ⑬ Partners may cease to be a partner of the LLP by giving a notice in writing.
- ⑭ On retirement or death of partner, the retiring partner or legal heir shall be entitled to full payment in respect of all his rights.
- ⑮ All disputes between the partners and or between the partners and LLP shall be referred to Arbitration.
- ⑯ The partner shall open one or more Bank account in the name of LLP and the account so opened shall be operated as mutually decided by the parties.
- ⑰ LLP shall have perpetual succession; so death, retirement any of partner shall not dissolve the LLP.

IN WITNESS WHEREOF parties have signed
this agreement in presence of following
witness.

Signed and delivered by the
for and on behalf of
XYZ LLP.

1. _____
(party to the first part)

2. _____
(Party to the second part).

20/Nov

Foreign Collaboration Agreement

THIS AGREEMENT MADE on this 10th day of May 2020
BETWEEN Altd a company incorporated in
India under companies Act 2013 and having its
registered office at Delhi (herein after called as
Indian company of one part)

AND

Potato Global Corporation a company incorporated in
Russia having its registered office in Moscow
(herein after called as Russian Company of the
other part)

WHEREAS Indian Company has been incorporated
with the objective of manufacturing and production
of many Potato Products like wafers, French fries etc.

AND WHEREAS Russian company has considerable
experience in line of manufacturing potato products
and Russian company has many technologies and
know-how in production of potato products

AND WHEREAS Indian company approached Russian
company to give technical assistance and
Russian company agreed subject to terms
and conditions set out hereunder.

NOW THIS AGREEMENT WITNESSETH AS UNDER

Russian

- 1) Australian company shall supply to Indian company technical services and know-how for potato related products.
 - necessary ~~plans~~ ^{Plans} and other forms of technical know-how for said purpose
 - Render services of their technicians to assist Indian company in carrying out the improvement to factories and for installing additional plant and machinery.
 - Provide technicians from their own staff to attend ~~in~~ Indian companies factory in India whenever necessary.
- 2) for technical know-how given by Russian company to Indian company, Indian company shall make lump-sum payment of Rs. 60,00,000 (sixty lakhs) in following phases
 - a) Half of amount on approval of agreement by Central government
 - b) Another half on commencement of production
- 3) Agreement shall be in force for period of five years, subject to mutual agreement and approval of Central government it can be further extended.
- 4) there shall be no restriction of on Indian company exporting their product to foreign countries.

Date _____
Page _____

5) Indian company will bear expenses of all persons send by them for training to Russia.

6) Indian company shall maintain secrecy in connection with data supplied by Russian company.

7) Upon termination of this agreement Indian company shall return to Russian company all copies of information, data or material send to it by Russian company.

8) The agreement shall be subject to Indian Laws.

9) The agreement shall be subject to approval of Government of India.

IN WITNESS WHEREOF parties have signed this agreement in presence of following witness.

(Pursuant to Board Resolⁿ of Indian com.)

witness

1. _____

2. _____

(Pursuant to BP
of Russian company
dated _____)

1)

2)

20/Nov

JOINT VENTURE AGREEMENT

THIS JOINT VENTURE AGREEMENT is made on this 10th day of January BETWEEN Sun Ltd incorporated in India under the companies Act and having its registered office in Pune (herein after called as part 1 of one part)

AND

Moon Ltd incorporated in India under the companies Act and having its registered office in Mumbai (herein after called as party 2 of other part)

WHEREAS Party 1 is construction company and desires to construct a Building in Mumbai

AND WHEREAS Party 2 is construction company and for the purpose of construction of said Building agree to incorporate a Joint Venture

NOW THIS AGREEMENT WITNESSETH AS UNDER

- 1) The joint venture formed by this agreement will conduct its business under the name AB Pvt Ltd. and it under the companies act 2013 having its Registered office at Mumbai.
- 2) Sun Ltd and one of its nominee and Moon Ltd and one of its nominee would be the subscribers to the Memorandum and Articles of association of said company to be incorporated.

- 3) The Joint venture shall be formed for the purpose of construction of a Building in Mumbai.
- 4) Sun Ltd and Moon Ltd equally contribute in the share capital of the company to be incorporated.
- 5) Sun Ltd will furnish all the funds for construction of building including machinery, know-how, technical skills, designs, instruction and information to the labour.
- 6) Moon Ltd will furnish raw material for construction including labour, employees and bear the cost of maintenance or repairing of machines.
- 7) Any and all net income accruing to the joint venture shall be distributed equally to the parties.
- 8) The joint venture after the completion of project shall be dissolve/terminated.
- 9) Both the parties shall carry their business activity in a manner that which will not adversely effect the business or profitability of new company.

(10) The non-disclosure agreement entered into by the parties as of 10th day of January 2023 is applicable to the joint venture and shall apply in full force and effect to any and all confidential information exchanged or otherwise accessed by a party under this agreement.

(11) This agreement shall be governed by and construed in accordance with the laws of India.

IN WITNESS WHEREOF Parties have signed this agreement in presence of following witness.

Signed and delivered by
the far and on behalf
of Sun Ltd

Signed and delivered by
the far and on behalf
of Moon Ltd.

witness.

1. _____

(name and details)

2. _____

(name and details)

Franchise Agreement

This Agreement is made on this 10th day of May, 2023 at Pune, Between ABC Pvt Ltd through its director Mr. _____ having its registered office at Pune (herein after called as franchisor of one part)

AND

M/s Khushi Meshram through its proprietor _____ daughter of _____ residing at _____ (herein after called as franchisee of other part)

WHEREAS franchisor has developed methods for establishing, operating and promoting restaurant selling varieties of Burgers and fast food products under name of _____.

AND WHEREAS franchisor grant right to others to develop and operate Burger ~~legat~~ cafes using same trademark and methods of franchisor.

AND WHEREAS franchisor ^{desirous} ~~desirous~~ to establish Burger cafe at a location specified in Schedule 1 and franchisor agrees to the offer of franchisee to operate Burger Cafe on terms and conditions set here under.

NOW THIS DEED WITNESSETH AS UNDER

- 1) In consideration of Rs. 20,00,000 (twenty lakh only) and 10% of net sales franchisor hereby grant franchisee ~~the~~ right to establish and operate Burger cafe at location specified in Schedule 1 for term of 10 years.
- 2) that franchisee can organise various promotional activities such as media promotions, Brochure drops at the time of launch.
- 3) that franchisee can sell only such products as specified ~~or~~ by franchisor.
- 4) franchisee will buy machines and equipments as determined by franchisor.
- 5) franchisor will give training to employees of franchisee for period of six months.
- 6) that ~~franchisor & franchisee~~ will permit franchisor and their agent to inspect and take extract of books of account, records, finance and accounting system.
- 7) franchisee shall maintain secrecy about method of ~~franchisor~~ ^{franchisee} including technical know-how, trade secrets, product information during the term of this agreement and even after it is terminated.

Date _____
Page _____

8) franchisee shall be permitted to use trademark of franchises during term of this agreement

9) Franchisee shall indemnify franchises in case of any loss due to negligence and act of franchisee.

Schedule 1

IN WITNESS WHEREOF parties have signed this agreement in presence of following witnesses.

witness

1. _____

2. _____

24/NOV

Outsourcing Agreement

THIS AGREEMENT is made on this 10th day of May 2023 between ABC Pvt. Ltd incorporated under companies Act 2013 and having its registered office at Pune (herein after called as party 1) of one part

AND

XYZ Pvt. Ltd incorporated under companies act 2013 and having its registered office at Pune (herein after called as party 2) of other part

WHEREAS party 1 is engaged in various business including business of selling electronic products through its website ABCD.com and through a toll free no. _____

AND WHEREAS party 2 provides customer support as in telly marketing / services to many companies &

AND WHEREAS party 1 approach party 2 to provide its customer support and telly marketing services to customers of party 1 and both parties agreed on terms and conditions set hereunder

NOW THIS DEED WITNESSETH AS UNDER

- 1) party 2 will provide party 1 telly services support for purchasing any electronic products through website or toll free number by customers of party 1

2) party 2 will ~~noting~~ provide party 1 on weekly basis any information required by customer of party 1.

3) Party 2 will provide their services 24 hrs. 7 days per week for period of 5 years from date of this agreement.

Party 2
4) ~~party 2~~ agrees that in event of their ~~inaval~~ inability to pick up the call and provide any information to customers, they shall make all reasonable efforts to contact customers as soon as possible with the solution.

Party
5) all communication cost shall be borne by party 1

6) any party can terminate this agreement by giving 90 days notice.

7) any loss cost to party 1 due to misconduct or negligence by party 2 will be indemnify by party 2 to party 1

8) any dispute between party 1 and party 2 shall be referred to arbitration mutually agreed by both the parties.

- 1) party 2 agrees that, maintain secrecy and shall not disclose any confidential information to any third party that acquired during Business period.

IN WITNESS WHEREOF parties have signed this agreement in presence of following witness.

On behalf of
party 1

On behalf of
party 2

Witness

1. _____

2. _____

Non-Disclosure Agreement

THIS AGREEMENT is made on this 10th day of May 2022 between A Ltd a company incorporated under companies act- 2013 having its registered office at Pune (herein after called as Company)
AND (disclosing Party)

B Ltd a company incorporated under com. act. 2013 having its registered office at Pune (herein after called as Corporation) (receiving Party)

WHEREAS company and corporation have entered into business relationship by which corporation may be exposed to certain confidential information of disclosing ~~company~~ party in which it has interest in protecting

AND WHEREAS for protecting such interest parties agreed to the terms and conditions set hereunder

NOW THIS DEED WITNESSETH AS UNDER

- ① That Confidential Information means any data exchange between the parties including business plans, strategies, technical development, intellectual property, proprietary information, investment, marketing plans, training information.

iii clause

- ② That corporation shall not disclose directly or indirectly any confidential information during the period of their relationship with company or any time after termination of such relationship
- ③ That corporation can disclose any confidential information is specifically authorize by company
- ④ That within 7 days of written request by company, corporation shall written / destroy all confidential information provided by company to corporation
- ⑤ That corporation may disclose confidential information only to their employees.
- ⑥ Corporation shall indemnify company for all cost, expenses, or damages that disclosing party / company incurs as a result of violation of this agreement.

IN WITNESS WHEREOF parties have signed this agreement in presence of following witness.

Witness

1. _____

2. _____

Joint-Development Agreement

THIS AGREEMENT is made on this 10th day of January 2023

BETWEEN

A Son of _____ resident of _____ (herein after called as owner) of first part

AND

XYZ Pvt Ltd incorporated under companies act 2013 having its registered office at Pune (herein after called as Developer) of other part.

WHEREAS owner is the registered owner of a vacant plot described in Schedule 1.

AND WHEREAS owner is desirous of making a six floor ~~that~~ building comprising two flat at each floor, basement area, ground area and terrace and also parking area at ground floor.

AND WHEREAS Developer agreed for construction, on the terms and conditions set hereunder

NOW THIS DEED WITNESSETH AS FOLLOWS

- ① That the developer have agreed to pay a sum of Rs. 10 crore as security to the owner as for due performance of this agreement and successful completion of project.

- ② that after construction, ~~three~~ floor possession of three floor of building shall automatically vest with the developer.
- ③ that the entire cost of construction of new building including material, labour, charges for architect shall be borne by developer
- ④ that the owner gives licences and permits to developer to enter into ~~land~~ said property with full right and authority to construct building.
- ⑤ that if developer defaults in payments on due date, the owner will be entitled to terminate the contract agreement and forfeit all money's paid earlier.
- ⑥ that the building shall be completed within 3 years.
- ⑦ that the cost of stamping, registration shall be borne by developer

Schedule 1

~~IN~~ IN

IN WITNESS WHEREOF parties have signed this agreement in presence of following witnesses

witness

1. _____

2. _____

12/Dec.

6. Documents under Companies Act 2013

Amalgamation

there may be Amalgamation either by

- 1) transfer of two or more undertaking into new company
or
- 2) transfer of one or more undertaking into existing company.

In case of speedline agencies Vs ~~transfree~~ ^{+ - Stamer &} com. ltd

Supreme court held that all legal proceeding in which transferor company was involved should be continue prosecuted ~~against~~ and enforced by ~~and~~ ^{or} against transferee company. also when transferor company is dissolve due to amalgamation with or without winding up rights under decree of eviction held by transferor company transfers to transferee company.

Amalgamation is a form a reconstruction

Deed of Amalgamation and Transfer of Undertaking Between two company

THIS DEED is executed on this 10th day of May at Pune Between ABC Ltd a public company with limited liability incorporated under companies act 2013 having its registered office at Pune (herein after called as transferor company)

AND

XYZ Ltd incorporated under companies Act 2013 having its registered office at Mumbai (herein after called as transferee company)

The parties above mentioned are herein after collectively refer as parties and individually as a party.

WHEREAS

- ① This Scheme of arrangement provides amalgamation of ABC Ltd with XYZ Ltd
- ② This Scheme includes vertical integration of companies engaged in similar business profile resulting into consolidation of businesses, simplification of structure thereby strengthening financial

position of transferee company

(i) Benefits likely to arise through proposed arrangement are as follow -

i) enables transferee company to consolidate business operations and provide significant momentum to its growth

ii) Result in reduction in overhead, administrative, managerial and other expenditures and will enhance operational efficiency

iii) obtaining Synergy benefits

NOW IT IS HEREBY AGREED AS FOLLOW

① The Scheme shall be effective from the latest date on which certified copied of NCLT order under sec. 230 to 232 of Companies Act 2013 is filed with ROC .
Such date is called as the effective date .

② the provisions of this Scheme shall be applicable from the appointed date

③ Subject to provision of this Scheme and with effect from appointed date all assets, properties and rights of transferor company including tangible and

Date _____
Page _____

intangible assets shall be transferred to invested in transferee company under provision of sec. 230 to 232 of companies act 2013 and pursuant to confirmation order of NCLT

④

④ the transferee company shall be liable for all debts and liabilities of transferor company and shall be liable to perform all its engagement

⑤

⑤ the transferee company shall pay to transferor company 100 crores as consideration for aforesaid ~~prop~~ purchase. Rupees 50 crore shall be paid through Bank and balance of Rs. 50 crore shall be paid to transferor company by allotment of ~~50~~ 5 crore equity shares of Rs. 10 each.

⑥

⑥ for the purpose of stamp duty value of immovable property of transferor company shall be fixed of Rs. 80 crore and other assets valued at Rs. 50 crore

⑦

⑦ transferor company shall be deemed to hold all its properties and assets until the effective date.

⑧

⑧ Upon completion transferor company shall execute necessary documents for vesting of properties.

IN WITNESS WHEREOF parties have signed this agreement in presence of following witness

witness

13/Dec

Debenture

- Debenture is an ~~debt~~ instrument of debt executed by company where company acknowledges its obligation to repay the sum with specified interest rate.
- When funds are raised through debentures it contributes to companies capital structure and do not represent share capital.

What is Debenture Trustee

- Debenture trustee means a Trustee of trust deed for securing any issue of debentures of a body corporate.
- Debenture trustee protects the interest of debenture holders and redress their grievances.

~~Debenture trustee~~
* ~~Company have to appoint before issuing prospectus or letter of offer and it must execute debenture trust deed within 60 days after ^{of} allotment of debentures.~~

- Company have to appoint debenture trustee before issuing prospectus or letter of offer.

→ Trust Deed in form no. SH-12 shall be executed by company issuing debenture in favour of debenture trustee within 3 months of closure of the issue or offer

shall be
→ Trust deed open for inspection to any member or debenture holder & member or debenture holder can get copy of the same at their request within 7 days.

Lec 5
14/Dec → In case of Public offer of Debenture company shall execute debenture trust deed within 60 days after allotment of debenture

13/ December

Debenture Trust Deed

THIS DEBENTURE TRUST DEED executed on this 10th day of May at Pune between ABC Ltd a public company incorporated under companies act 2013, having its registered office at Pune (herein after called as Company.)

AND

Mr. Saumil Manglani Son of Nandlal Manglani resident of Pune residing at Pune (herein after called as trustee)

WHEREAS

- a. Company is engaged in business of _____
- b. Company have authorise share capital of Rs. 10 crore consisting of 1 crore equity share of Rs. 10 each.
 - Company have issued and subscribed paid up share capital of Rs. 10 crore consisting of 1 crore equity share of Rs. 10 each
- c. Company through ~~an~~ appropriate resolution and approvals issued debentures for an aggregate nominal amount of upto Rs. 10 crore
- d. Company has appointed trustee as debenture trustee and debenture trustee agreement has been executed

Date _____
Page _____

e) the debentures are secured debentures for purpose of Companies act

Now, therefore parties agree as follow

1) Definitions

(i) Company means ABC Ltd

(ii) trustee means - Mr. Saumil Mangani

(iii) Debenture means - debentures of company described in 1st Schedule

(iv) Debenture holder - holder for time being of debenture entered in register of debenture holder

(v) Mortgage premises means property belonging to company described in 2nd Schedule

2) Debentures entitle to benefits of these presents shall consist of series of number of debentures consisting of Rs. ~~5 crore~~ 1 crore each, aggregating to Rs. 10 crore.

in all to rank paripassu without any preference or priority by reason of date of issue or otherwise and secured by the mortgage hereby created on mortgage premises

Date _____
Page _____

3.) Company commits to make payment to debenture holder on 10th may 2025, company's agrees to pay interest to debentureholder of Rs. 8% p.a. on 10th may each year

4.) all payment due by company shall be made by cheque or warrant drawn by company on its bankers

5.) the company hereby mortgage on to trustee all fixed plant and machinery and fixture at present existing at company's factory and described in part A of 2 schedule for the benefit of debenture holders.

6.) the charge created shall rank as floating charge and trustee may at any time by giving notice in writing to company convert the said floating charge into a specific charge if in opinion of trustee charge is in being danger of being sold and ceased

7.) if company makes default in payment of interest or principal amount, trustee has discretionary power to enter upon as to take possession of mortgaged premises and he may sell the mortgage premises in whole or in part by Public auction or private contract.

- 8) If trustee sell the ~~mortgage premises~~ charged property he shall apply the proceeds of the sell in a specified manner but giving priority to cost, interest, and principal amount due to debenture holders.
- 9) Trustee agrees to re-convey and release all his rights in respect of charged property in case of full payment by company.
- 10) trustee cannot interfere with business management unless necessary for security-preservation
- 11) debentureholders may appoint or remove trustee by an ordinary resolution.
- 12) trustee's may modify the terms with consent of company if it is in debentureholders interest

Date 14/dec.
Page

Board Resolution for Appointment of whole time C.S.

RESOLVED THAT pursuant to provision ~~to~~ of sec. 203 of Companies Act 2013 read with companies (appointment and remuneration of managerial personnel) rules, 2014 and other applicable provisions if any of Companies Act 2013

Miss. Khushi, an associate member of ICSI holding membership no. _____, who possesses requisite qualification, Be and is hereby appointed as company secretary of company with effect from (w.e.f.) 25th Aug. 2024, on such terms and conditions and remuneration as may be determined by directors of the company, to perform duties of Secretary under the act and other duties assigned by Board of directors from time to time.

RESOLVED FURTHER THAT Mr. Shubham Modi director of company (DIN _____) be and is hereby authorise to do all such acts, deed and things required in this regard

Date _____
Page _____

Special Resolution for borrowing of funds

Sec. 180(1)(c)

RESOLVED THAT pursuant to the provisions of sec. 180(1)(c) and all other applicable provisions if any of Companies act 2013 and rules made ~~there~~ thereunder, Consent of members of company be and is hereby accorded to Board of directors of company to borrow any sum or sums of money from time to time, Nevertheless money to be borrowed together with money already borrowed by company may exceed aggregate paid-up share capital, free reserves & securities premium of the company apart from temporary loan obtained from a company's bankers in ordinary course of business, however the total amount so borrowed by Board of directors shall not exceed Rs. ₹ One lakh crore only.

RESOLVED FURTHER THAT Mr. Rakesh Director of company (DIN —) be and is hereby authorize to do all such acts, deed, ~~and~~ matters and things as may be required in this regard.

Resolution for Appointment of Chief Executive Officer / CEO

RESOLVED THAT pursuant to provisions of sec. 203 of companies act 2013 read with companies (appointment and remuneration of Key managerial personnel rules) 2014 and other applicable provisions of companies act 2013, if any,

Mr. X, be and is hereby appointed as (CEO) Chief executive officer of the company with effect from 20th Dec. 2023, on such terms and conditions and remuneration as may be ~~deto~~ determined by directors of the company

RESOLVED FURTHER that Mr. X Chief executive officer, do perform the functions which are required to be performed as by CEO under the Companies Act 2013, and any other duties & assigned to him by Board of directors as CEO.

RESOLVED FURTHER THAT Mr. Y director of company (DIN) be and hereby authorise to do all such acts, deed and things required in this regard.

Date _____
Page _____

Resolution for Appointment of Managing Director (MD)

RESOLVED THAT pursuant to provisions of sec. 203 of companies Act 2013 read with (Appointment and Remuneration of ~~the~~ Managerial personnel) Rules 2013 and other applicable provisions of companies act 2013, if any Mr. A, be and is hereby appointed as Managing ~~Director~~ director (MD) of the company with effect from 20th dec. 2013, on such terms and conditions and remuneration as may be determined by directors of the company

FURTHER RESOLVED THAT Mr. A, Managing director, do perform such duties and functions which are required to ~~do~~ be ~~perme~~ performed by managing director under the companies act 2013 and any other duties assigned to him by Board of directors ~~be~~ as managing director

FURTHER RESOLVED THAT Mr. B director of company (DIN _____) be and hereby authorise to do all such acts, deed and things required in this regard.

Debenture trust Deed

THIS DEBENTURE TRUST Deed is executed on this 20th day of December 2023 ^{at Pune} Between Sun Ltd incorporated under companies Act and having its registered office at Pune (herein after called as company)

AND

Mr. Dev sharma son of Mr. Raja sharma residing at Pune (herein after called as trustee)

WHEREAS

- a. Company engaged in the business of manufacturing cars
- b. company have authorise share capital of 20 crores consisting of 2 crore equity shares of Rs. 10 each, and called up, subscribed and paid up share capital of Rs. 20 crore consisting of Rs. 2 crore equity shares of Rs. 10 each.
- c. the company through appropriate approvals and resolutions issued debenture of an aggregate nominal amount of Rs. 10 crore.
- d. the company has appointed the trustee as the debenture trustee and has consented to act as trustee for debenture holder pursuant to debenture trustee agreement.

Date _____
Page _____

8. the debentures are secured as per companies act 2013.

NOW, THEREFORE, parties hereby agree as follow -

1. Definitions

a. Company means Sun Ltd company.

b. trustee means Mr. Dev sharma

c. debenture means debenture of the company described in 1st Schedule

d. debentureholder - means the holder for the time being of debenture issued and entered in the debenture holder

e. Mortgage Premises - means property described in 2nd Schedule

4. The debentures entitled to the benefits of these presents shall consists of a series of number of debentures of Rs. 1 crore debentures of Rs. 10 each, aggregating to Rs. 10 crore in all to rank ~~pazipassu~~ ^{pari passu} without any preference or priority by reason of the date of issue or otherwise and secured by the mortgage hereby created on the mortgaged premises.

Date _____
Page _____

3. the company commits to pay debentureholder the payment of principal amount on 30th dec. 2028 and agrees to make payment of interest @ 10% p.a. on 20th day of december each year.

4. all payment due by company made by cheque or warrant drawn by company on its banks.

5. the company hereby mortgage on trustee an immovable property described in 2nd schedule and in the possession of company on this day for the benefit of debentureholder.

6. In following matters debentureholder has right to sell the immovable property by means of public auction or private contract

i) when company makes default in payment of interest of two consecutive years

ii) when company breach any of the conditions

iii) when company creates or attempts to create mortgage on same immovable property without consent of trustee or debentureholder

iv) when an order by tribunal or special resolution passed by company for winding up of the company.

7. debenture holder may appoint or remove debenture trustee by passing ordinary resolution

8. debenture trustee is entitled to inspect the state and conditions of the mortgaged/charged assets

9. Company shall forward debenture trustee the updated list of debenture holders including address, details of interest due and reasons thereof and any grievances received from debenture holders and resolved by the company.

Schedule 1

Schedule 2

IN WITNESS WHEREOF parties have signed this agreement in presence of following witnesses

Witness

1. _____

2. _____

Shareholder's Agreement

THIS SHAREHOLDER AGREEMENT entered on this 10th day of May 2020 among

1. Partners to the Agreement

AB Private Limited a private company incorporated under companies act 2013 having its registered office at Pune (herein after called as company) with main objects involved in
(herein after refer as company services)

As Partners -

- A X, residing at Pune, (herein after called as X)
- Y, residing at Pune, (ID —) (herein after called as Y)
- Z, residing at Mumbai (ID —) (herein after called as Z)

2. Ownership of Shares

Shareholder	number of shares	%
X		
Y		
Z		

Background and Rational

This shareholder agreement defines co-operation principles between partners and related measures and responsibility

the goal of the partner is to develop the company into unicorn that is having value of 1 Billion us\$

the purpose of this agreement is ~~the~~^{to} protect the interest of partners

4. General Commitments

Partners agree to conduct their task and interest of company. all immaterial and other property rights generated during companies development business process automatically vest in the company.

5. Proceedings

each partner can freely vote in shareholders meeting. partners enjoy default voting rights subject to one exception

certain decision will require support by partners holding atleast 90% of all partners share the decisions are the following

- increasing and decreasing the share capital
- Issuing new shares
- Selling all or a major part of the business of the company

5. Competition Restriction

Partners who actively contribute to company undertake not to compete directly or indirectly with company's business. Additionally, partners agree to not to compete with company directly or indirectly for the period of two years after ceasing an active role in the company.

7. Buy Back option and share disposal

Partners undertake not to transfer their shares to third parties before 36 months of signing Shareholders agreement.

Partners to this agreement have right to buyback the shares within 4 months from resignation of partner.

8. Market Value Determination

Market value shall be determined on the basis of in Arm's length third Partner purchase offer for the shares. In absence of such offer, a respectable financial advisor or investment bank appointed by Board of directors shall determine the market value.

9. Insight and confidentiality

Partners Pledge to maintain highest degree of confidentiality.

Partner shall not disclose or communicate to any person any confidential information concerning business, account, financial or contractual arrangements.

10.) Assign-Ability

no partner can assign their rights or obligation without prior consent of all other partners.

11.) Term

this agreement becomes effective upon signature by all partners and shall be binding on each partner as long as that partner is owner of the shares.

X Partner

Y Partner

Z Partner

AB Private limited

Share Purchase Agreement

THIS SHARE PURCHASE AGREEMENT made on this 10th day of May Between A Ltd a ~~public~~^{Private} company incorporated under Companies Act 2013 having its registered office at Pune (herein after referred as company) ~~AND~~ of first part.

X Son of — residing at — (herein after called as purchaser) of second part

Y Son of — residing at — (herein after called as seller) of third part.

WHEREAS (1) Seller is absolute owner of the company incorporated under Companies Act 2013 engaged in business of —

(2) the authorised share capital of company is of Rs. 10 lakh and paid up share capital of Rs. 10 lakh

(3) Seller holds 90,000 equity shares of Rs. 10 each in his own name and 10,000 equity shares jointly with his wife.

(4) purchaser is engaged in similar line of business activity and wish to acquire company in order to expand its business activity.

- ⑤ The purchaser approached seller with intention to acquire 100% shares of company and both parties agreed to enter into an agreement.

THE PARTIES HERETO AGREES AS FOLLOW

① Definitions

- a) INR - means Indian Rupees the lawful currency of India
- b) Person - means an individual, firm, company, government, authority, joint authority
- c) effective date - means date of execution of the agreement

② Sale and Purchase of shares

- i) Subject to terms of this agreement and in consideration of purchase price as defined here in below seller hereby agree to sell, transfer and deliver the shares to purchaser to gather with all rights, to title, interest.
- ii) Consideration shall be paid by purchaser to seller after execution date before share transfer through a normal banking channel
- iii) On the execution date of this agreement seller will provide share transfer deed (SH-4) and copy of certified resolution

Date _____
Page _____

③ Completion / Closing

- 1) after execution date purchaser has right to change the management and shareholding structure of the company
- 4) the existing management shall hold the board meeting to execute the share transfer and make necessary arrangements for appointment of new directors

④ Representation and warranties

the seller and company represents & warrants to purchaser that each statement under this agreement relating to any fact is true and accurate

⑤ Authorisation by seller

this agreement has been duly authorised, executed and delivered by seller and the company and creates a valid, legal and binding obligation of the ~~share~~ seller.

⑥ Indemnification

Subject to completion of this agreement purchaser undertake to indemnify seller, company and its directors harmless from and against all claims, liabilities, damages, losses suffered by seller, company and its director ^{out of} ~~for~~ any matter arising after the execution date.

⑦ Confidentiality
each party shall keep all information relating to each party; information relating to transaction herein and this agreement confidential

IN WITNESS, the Parties have executed this share Purchase agreement as of the date first written above.

Purchaser

Seller

Company

Witness 1.

Witness 2.

7. Art of Writing Opinions

Legal opinion should cover the following .

- ① Introductory Matter - Such as Date, Identity of opinion ~~recipient~~ recipient. purpose for which opinion is given.
- ② References - Documents and other factual and legal matters reviewed by opinion giver.
- ③ Legal conclusions and qualifications - Legal conclusions expressed in the opinion and other qualifications to the legal conclusion.
- ④ Peculiar matter - matter related to opinions of local Council in other jurisdiction and specific limitation on use of opinion.
- ⑤ Signature

4. Understanding facts of the case

Sometimes decision are based on list of document & certificate

Some lending Institution desired to take opinion letter which is long in form containing the list of documents and certificates reviewed by the opinion gives

(a) Reliance on certificates ^{by} Public officials - we rely on certificates from public official to confirm important things about a company such as there existence and ability to do business.

the main certificate we depend on this, Certificate of Incorporation (COI), MOA, AOA which proves company was formed and exist

(b) Officers certificate - In business transaction two types of officers certificates are common

i) Certificates verifying ~~very~~ verifying authenticity of referenced documents

ii) Certificates relating to factual matters and verifiable at considerable cost.

(c) documentary examination assumption

opinion gives assumes signature on documents real copies are accurate and documents are binding it can be expressly stated as - "we assumes all documents are real and accurate unless stated otherwise"

Date _____
Page _____

(8) Special Matters

(a) Foreign laws and Reliance on local council -

If opinion giver relies on opinion of local council, they usually express it clearly in the opinion and state that they haven't independently checked the foreign laws. This way opinion giver is responsible for choosing reliable local council but not for ~~very~~ verifying foreign law themselves.

Things to be kept in mind while preparing for opinion letter.

(3) Confirmation of facts - negative assurance

→ Opinion giver should not be asked to state that it lacks knowledge on particular factual matter.

→ Opinion giver can refuse to provide confirmation on purely factual matters.

eg. time to prepare opinion letter.

5) If A comes to you for taking opinion on matter which is required to be used in a return to be filled on next day in this scenario due diligence should be done before giving any opinion.

Opinion

Date - _____

To, _____

On the basis of reference received by _____ the following question has been framed for legal opinion

Question: Is the appointment of a person as a sole arbitrator by one party barred in law even if the same be provided in the arbitration agreement between the parties?

Q. 1. the arbitration and conciliation act 1996 does not bar the appointment of a person as a sole arbitrator by one party.

2. According to sec. 12(3) of arbitration & conciliation act 1996

~~the~~ An arbitrator may be challenged only if

a) circumstances exist that give rise to justifiable doubts as to his independence or impartiality.

or

b) he does not possess the qualification agreed to by the parties.

3.) appointment of sole arbitrator by one party raises justifiable doubt as to arbitrator's Independence or impartiality. Thus the other party ^{can} always challenge the appointment of arbitrator in the court.

4.) Supreme court in matter of TRF Limited v. Energo Engineering Projects ruled against unilateral appointment of arbitrator.

5.) A person having an interest in dispute or decision is ineligible to act as an arbitrator and also ineligible to appoint anyone else as an arbitrator.

6.) If the arbitration clause provides for appointment of sole arbitrator by one of the party such arbitrator should be appointed with consent of other party. However if one party appoints sole arbitrator and other party does not object to it, it is considered as waiver and appointment would be considered valid.

Disclaimer - the opinions expressed herein are given to you solely for your use and may not be relied upon by any other person or entity or for any purpose whatsoever without our prior written consent. the opinions herein are provided as legal opinions only, and not as representations of fact.

I advise accordingly

Sincerely yours

(Name & Signature)

Module → opinion 2 CASE STUDY 2

Date _____

Dear _____

On the basis of the reference received by _____, the following question has been framed for legal opinion

Question - what could be the possible reason for factories/employers' reluctance to pay the "Living wage allowance" to its workers when the company (Querist) will be paying that amount to the factory/employer?

1. the hesitation on part of factories emanates from unanticipated financial burden associated with living wage allowance, which the board might not have adequately considered in this proposal
2. the financial burden on employer can increase in at least in four ways
 - (i) contribution to provident fund which is fixed at 12% of basic wage, dearness allowance and retaining allowance.
 - (ii) Contribution to ESI which is fixed at 3.25% of wages
 - (iii) Payment of gratuity
 - (iv) Payment of Bonus.

3. PF contributions are contingent on elements like basic wages, dearness allowance and retaining allowance with specific exclusion

4. ESI contribution are calculated on percentage of wages

5. Gratuity calculations are unlikely to be significantly impacted by living wage allowance

6. Payment of Bonus would not be substantially affected by living wage allowance

7. The legal opinion advises the brand to carefully structure any additional payment to worker as if living wage allowances paid to worker under whatever head $\rightarrow$ PF contribution will increase

Supreme court has clarified that wages which are universally, necessarily and ordinarily paid to all the employees are basic wages.

8. Legal opinion notes that factories or employers may be hesitant to pay additional wages due to fear of increased PF contributions and potential legal consequences

Disclaimers —

I advise accordingly

Sincerely Yours

(Name & Signature)

8. Commercial Contract Management

Sec. 73 Deals with compensation for loss or damages caused by Breach of Contract

When Contract has been broken, party who suffer by breach is entitled to receive damages

- Damages must be ^{foreseeable} ~~forceable~~ at time of contracting
- compensation is not granted for remote or indirect loss.

Only losses that are directly direct consequence of breach are recoverable

Sec. 73

Compensation is not payable for remote or Indirect loss

unless Such loss was expressly made known to Other party or was decided by the Contract

Case → In madras railway company vs Govinda .

Plaintiff who was a tailor delivers a sewing machine and some clothes to defendant railway company. Goods were intended to be sent to a place where plaintiff expected to carry on his business during an upcoming festival.

due to mistakes made by railway company employees goods were delayed and ~~not~~ were not delivered.

Liquidated damages → जो Party decide करती है।
unliquidated → जो Party decide नहीं करती

until some days after the festival has ended
Plaintiff has not given any notice to railway company
that goods were required to be delivered in fixed time
for any special purpose
Plaintiff sued to recover a sum representing his
estimated profits ~~to~~ because of delay in delivery
as it resulted in loss of profit due to missing out
on business during festival

Decision - Court held that damages claim by Plaintiff as estimated
Profit as it too remote,
that Plaintiff cannot claim damages, because Plaintiff
not specifically mention that in contract

Sec. 75 Compensation to the party Rightfully Rescinding the Contract

Only party who have performed their obligation under the contract can claim damages for breach of contract.

So there is always benefit of party willing to perform the contract and not the defaulting party.

Party cannot claim damages for losses caused by its own failure to fulfil Contractual duties.

A person who is not the party to the contract cannot claim damages

Can damage or loss suffered by a third party be claimed?

A party not in default may have right to claim damages for losses suffered by third party if such losses were contemplated by contract and if intention or contemplation is evident

→ Supreme Court in Mahaveer Prasad Rungta vs Durga Datta Dutta

held that interest can be claimed only if

① Payable by custom

② if there is express or implied provision in the contract

③ ~~under~~ if payable under provisions of Substantive law.

Ques ① Company A Contracted with company B for construction of commercial Building. Contract stipulated a Specific completion date and quality standard. However company B failed to meet the deadlines and completed building has several structural defects. Analyse the potential damages that company A may be entitled under ~~§~~ Sec. 73 of Contract act.

② Mr. Modi entered into contract with Miss Patani to deliver baby powder before crucial sales event but Miss Patani delivers good after the event causing financial losses to Mr. Modi.

Mr. Modi wants to claim remote damages also on account of late delivery. Suggest?

According to Sec. 73 of the Act, when a contract has been broken, the party who suffers by such breach is entitled to receive compensation for any loss or damage caused to him, which naturally arose in the usual course of things from such breach, or which the parties knew, when they made the contract, to be likely to result from the breach of it.

In this case, Company A has suffered loss or damage due to the failure of company B to complete the construction of the commercial building on time and according to the quality standards specified in the contract. Therefore, Company A ~~claim~~ can claim compensation from Company B for the breach of contract.

Company A is entitled to receive only those damages that arise due to breach of contract and are presumed to be in the contemplation of the parties at the time of making the contract.

However, Company A cannot claim compensation for any remote or indirect loss or damage that is not a natural or probable consequence of the breach, or that was not in the reasonable contemplation of the parties at the time of making the contract.

Ans-2 Remote damages are the damages that are not a natural or probable consequences of the breach of contract, but are caused by some special or exceptional circumstances that were known to the parties at the time of making the contract.

In this case, ~~Miss Patani~~ Mr. Modi suffered a financial loss due to late delivery of baby powder by Miss Patani.

Mr. Modi can claim remote damages only if he can prove the following condition

- 1) the financial loss that Mr. Modi suffered due to the late delivery of baby powder by Miss Patani was in the reasonable contemplation of both parties at the time of making the contract, and was communicated to Miss Patani as a likely result of the breach.

Conclusion

that, there was no such contract between the parties, Mr. Modi not entitled to claim remote damages from Miss Patani, and may only claim General Damages.

* Suits for enforcement of a contract to execute a mortgage
 If borrower is unwilling to repay the loan and there is contract in place for execution of mortgage, lender may seek specific performance

by
 if only part of loan has been advanced, lender must be willing to advance the full amount.

- Specific performance is allowed in suits related to contract for purchase of debenture of company
- suit may be filed for executing formal deed of partnership
- specific performance may be sought in suits relating to purchase of partner's share in partnership.

Specific performance in suits relating to building contract is allowed

if these three conditions are satisfied

- 1) Contract must describe the building work in reasonably prescribed manner
- 2) Plaintiff must have substantial interest in contract's performance and financial compensation would not be adequate relief
- 3) defendant must have obtained possession of whole or part of land in question after contract

* Contract Management

Contract management is process of handling and carrying out a contractual obligations for vendors, clients, employees or others.

In short, it is process of managing ^{contracts} agreements from their creation to their termination.

Clause regarding compliance of Laws

Each party must adhere to applicable laws, regulations and industry standards related to privacy, data protection and accountability neither party nor third party can export, re-export or release any controlled technology to prohibited jurisdictions without obtaining necessary approvals such as export licences, or governmental consent.

Quantum meruit Compensation

→ In case of Satynarayan con. Ltd vs Union of India Supreme court held that contractor will not get additional payment for cost of work already mention in construction contract notwithstanding the fact that contractor incurred almost double the cost stipulated in contract

• Quantum meruit compensation is awarded when payment for services render by contractor is not fixed by the contract it is based on equitable consideration

• three condition must be fulfill to invoke this sec. 70.

- 1) Claimant should ~~do~~ lawfully do something or deliver something
- 2) claimant must not be acting ~~gratiously~~ gratuitously
- 3) Person for whom something is done or deliver must enjoy the benefit

If contract specifies the consideration payable for the work Quantum meruit compensation cannot be awarded

→ In Mr. Mulamchand vs State of M.P.

It was held that if claim of compensation made by one party to another party under Sec. 70, it cannot be on the basis of any existing construction contract between the parties but on the basis of different kind of obligation.