SAMPLE SPECIMENS/AGREEMENTS[1]

1. BAILMENT AGREEMENT

This Bailment Agreement ("Agreement") is made and entered into on this [date], by and between:

Bailor: [Bailor's Full Name], residing at [Bailor's Address] (hereinafter referred to as "Bailor"),

AND

Bailee: [Bailee's Full Name], residing at [Bailee's Address] (hereinafter referred to as "Bailee").

WHEREAS, the Bailor is the owner of ----------------- property described herein and wishes to deliver possession of the same to the Bailee for a specified purpose, and

WHEREAS, the Bailee agrees to accept possession of the property for the specified purpose and to return the property to the Bailor upon the fulfillment of such purpose.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. **Description of Property**: The property delivered under this Agreement is described as follows:
   - [Description of Property, including make, model, serial number, etc.]
2. **Purpose of Bailment:** The property is being delivered to the Bailee for the following purpose:
   - [Purpose of Bailment]
3. **Duration of Bailment:** The duration of this bailment shall be from [Start Date] to [End Date], unless extended by mutual written consent of both parties.
4. **Duties of Bailee:**
   - The Bailee shall take reasonable care of the property while it is in their possession.
   - The Bailee shall use the property only for the purpose stated in this Agreement.
   - The Bailee shall return the property to the Bailor in the same condition as it was received, subject to normal wear and tear, upon termination of this Agreement.

[1] The Sample specimens/agreements given do not form part of the syllabus. They have been provided here for the knowledge of students only.

5. **Duties of Bailor:**

   - The Bailor shall provide the Bailee with the necessary instructions and information for the proper use of the property.
   - The Bailor warrants that they have the legal right to deliver the property for the purpose stated in this Agreement.

6. **Termination:** This Agreement may be terminated by either party upon ----------- days' written notice to the other party.

7. **Governing Law:** This Agreement shall be governed by and construed in accordance with the applicable laws of [Jurisdiction].

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Bailor:	**Bailee**:
______________________	______________________
[Name]	[Name]
[Signature]	[Signature]

Witness 1:	**Witness 2:**
______________________	______________________
______________________	______________________
[Name]	[Name]
[Signature]	[Signature]

2. AGREEMENT FOR PLEDGE FOR TRANSFER OF SHARES

This Pledge Agreement ("Agreement") is made and entered into on this [date], by and between:

Pledgor: [Pledgor's Full Name], residing at [Pledgor's Address] (hereinafter referred to as "Pledgor"),

AND

Pledgee: [Pledgee's Full Name], residing at [Pledgee's Address] (hereinafter referred to as "Pledgee").

WHEREAS, the Pledgor is the owner of certain shares described herein and wishes to pledge the same to the Pledgee as security for the fulfillment of certain obligations, and

WHEREAS, the Pledgee agrees to accept the shares as security under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. **Description of Shares**: The shares pledged under this Agreement are described as follows:
   - [Description of Shares, including the company name, number of shares, and share certificates numbers]
2. **Obligations Secured**: The shares are pledged as security for the following obligations:
   - [Description of the obligations secured by the pledge]
3. **Pledge and Delivery of Shares**: The Pledgor hereby pledges and delivers the above-described shares to the Pledgee as security for the performance of the obligations mentioned above.
4. **Possession of Share Certificates**: The Pledgor shall deliver the share certificates along with duly executed blank transfer deeds to the Pledgee upon execution of this Agreement.
5. **Rights of Pledgee:** The Pledgee shall have the right to retain the share certificates until the obligations secured by this pledge are fully discharged.
   - In the event of default by the Pledgor, the Pledgee shall have the right to sell or otherwise dispose of the shares, after giving [Number] days' notice to the Pledgor, and apply the proceeds towards the discharge of the obligations.
6. **Redemption:** Upon full performance of the secured obligations, the Pledgor shall have the right to redeem the shares by paying all amounts due and fulfilling all obligations to the Pledgee.
7. **Governing Law:** This Agreement shall be governed by and construed in accordance with the applicable laws of [Jurisdiction].

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Pledgor:	Pledgee:
____________________________	____________________________
[Name]	[Name]
[Signature]	[Signature]
Witness 1:	**Witness 2:**
____________________________	____________________________

[Name] [Name]

[Signature] [Signature]

3. SPECIMEN DEED OF GUARANTEE FOR THE PERFORMANCE OF A CONTRACT

THIS DEED OF GUARANTEE is made this ____ day of __**, 20** , between Shri _____________, son of Shri _____________, residing at _____________ (hereinafter referred to as "the Guarantor," which expression shall, unless repugnant to the context, include his heirs, legal representatives, assigns, etc.) of the one part, and Shri _____________, son of _____________, residing at _____________ (hereinafter referred to as "the Principal," which expression shall, unless repugnant to the context, include his heirs, legal representatives, assigns, etc.) of the other part.

WHEREAS BY AN AGREEMENT DATED __**, 20** , made between Shri _____________, son of Shri _____________, residing at _____________, (hereinafter referred to as "the Contractor"), of the one part, and the said Shri _____________, (hereinafter referred to as "the Principal"), of the other part, it was agreed inter alia by and between the parties as follows: (Here state the nature of the work to be done by the Contractor);

AND WHEREAS the said work was entrusted to the Contractor upon the Guarantor agreeing with the Principal to guarantee the performance by the Contractor and to indemnify and keep indemnified the Principal against all losses, damages, costs, charges, and expenses arising out of the performance or non-performance thereof.

NOW, THEREFORE, it is agreed and declared by and between the parties as follows:

1. The Guarantor shall ensure that the Contractor, unless relieved from the performance by operation of any clause of the contract, by statute, or by virtue of the decision of any tribunal or court of competent jurisdiction, shall carry out, execute, and perform the contract without any exception or reservation. In case of any breach thereof, the Guarantor will indemnify and keep indemnified the Principal and his estate against all losses, damages, costs, expenses, or otherwise which he may suffer or incur by reason of any act, negligence, default, or error in judgment on the part of the Contractor in performing or non-performing the contract.

2. In case of any dispute or difference as regards the quantum of such losses, damages, costs, charges, or expenses, the same shall be decided by reference to arbitration by one architect or engineer if the parties so agree, or otherwise by two architects or engineers, one to be appointed by each party, whose decision shall be final and binding on all parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set and subscribed their respective hands and seals the day, month, and year first above-written.

Signed, sealed, and delivered in the presence of:

1. Guarantor
2. Principal

Witnesses:

1.
2.

4. INDEMNITY BOND

A contract of indemnity as defined under Section 124 of the Indian Contract Act, 1872 is a contract by which one party promises to safe the other from loss cost to him by the contract of the promissory himself or by the contract of any other person. A person who gives the indemnity is called indemnifier and a person for whom protection is given is called the indemnity holder. The model form of indemnity bond is given below:

Name of the Assessee:

P.A.N. No...Assessment Year:...............................

I................... son/ wife/ daughter of .... Resident of .... do hereby agree to indemnify the Government of India for any loss that may occur on giving credit for the Certified

Photostat copies of the TDS Certificates/ ..../............................../ .... for a sum of ` ........ being ... % of my share in the total TDS of ` .... of .... I further declare that the credit for consolidated TDS Certificate was not claimed in the hands of the Association of persons.

Date: Signature:

Place:

5. POWER OF ATTORNEY TO APPEAR BEFORE INCOME-TAX AUTHORITIES

The law relating to power of attorney falls within the law of agency. A power of attorney is a written instrument empowering a specified person or persons to act for and in the name of person executing it. The instruments of power of attorney are classified into the following two categories:

Specific Power of Attorney: A specific power of attorney is given for a particular specific act, for instance, for appearance before Tax authorities or before Registrar of Companies for presenting documents for incorporation of a company or before a Sub-Registrar for registration of documents etc.

General Power of Attorney

(a) Covering all the acts relating to the execution of the deed. Presenting the same for registration, admitting execution thereof etc. can be executed and attested before a Notary Public or a First Class Magistrate

(b) Such a General Power of Attorney can be registered also.

(c) When an irrevocable power of attorney, having the element of agency coupled with interest covered under section 202 of the Indian Contract Act, 1872, is registered with the registration authorities, the stamp duty payable is as that of a sale/conveyance.

(d) Such a registered General Power of Attorney as mentioned in (c) above is not entered in Book -I and there is no public notice regarding the same. The same will not be reflected in the encumbrance certificate also.

I, -----------, s/o ----------, r/o ...., and partner of the firm M/s -------------------, with its registered office at ...., do hereby appoint Mr. -------------, s/o -------------. ,r/o .... as attorney of the firm above named and authorise him for the purpose hereinafter mentioned:

1. That the said attorney shall appoint an Advocate of his choice and hand him over the judgment of tribunal of Income-Tax and instruct him to file the appeal against the order, for the Assessment Year ....

2. That the said attorney shall execute Vakalatnama to the Advocate appointed by him and shall sign all the related papers under the supervision of the Advocate.

3. That specimen signature of the said attorney is given on the left side of this deed.

4. The said attorney shall generally do all other lawful acts necessary for the conduct of the said case.

I hereby declare that the acts done by the said attorney in connection with the work give to him shall be deemed to have been done by me and shall be binding on the firm and its partners.

IN WITNESS WHEREOF I have signed this power of attorney in the presence of the following witnesses :

Signature

(Holder of Power of Attorney)

WITNESSES:

1…………..

2………….

6. AFFIDAVIT

An affidavit is a written statement used mainly to support certain applications and in some circumstances as evidence in court proceedings. A person who makes the affidavit is called the Deponent and must swear or affirm that the contents are true before a person who has the authority to administer oaths in respects of the particular kind of affidavit. The model form of affidavit is given below:

I .... son of .... aged .... years, residing at ...., hereby solemnly affirm and declare on oath as under:

....”

7. AGREEMENT FOR SALE OF GOODS

THIS AGREEMENT made on this _________ day of _________, between XYZ a company incorporated under the Companies Act, 2013 and having its registered office at _________ (hereinafter referred to as the SELLER, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART and PQR (give name and description of the person or legal entity) (hereinafter referred to as the BUYER which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the OTHER PART.

WHEREAS the Seller is a manufacturer of ______________ (Details of business)

WHEREAS the buyer is a trader and has approached the Seller asking him to sell the goods at the rate of __ per unit/ Kilo.

THE PARTIES HERETO agree to abide as under:

1. The Seller undertakes to sell the Buyer and the Buyer undertakes to buy from Seller__________ goods (hereinafter called the 'said goods') at a price of Rs. ____________.
2. The Seller will send the said goods through the designated ship the information of which ship and the date of its arrival at the port of dispatch in India shall be sent to the buyer.
3. The Seller shall make an agreement with the master of the ship for the transportation and delivery of the said goods at the Indian port.
4. It shall be the responsibility of the Buyer to have said goods insured for their value upon the current terms and make out an invoice.
5. It shall be the responsibility of the Buyer to have letter of credit through its banker which shall cover the price of the goods, freight insurance and other charges in favour of the Seller's banker.
6. After the shipment of the said goods the seller shall send all the necessary documents including the contract of a freightment, insurance policy, invoice, bills of lading, etc., to its banker at the Indian port.
7. The aforesaid document shall be delivered to the Buyer banker's against the encashment of the letter of credit which shall, in turn, deliver the same to the Buyer to enable him to get the goods cleared at the Indian port. Delivery of the documents shall constitute the delivery of goods and henceforth the goods shall be at the risk of the Buyer.
8. It shall be the responsibility the Buyer to open a letter of credit with his banker in favour of the Seller's banker. The Buyer's bankers shall credit the amount of price in the Seller's name with Seller's banker against the receipt of the document of title.
9. In case some formalities are to be completed prior to the import of the aforesaid goods at the place of destination the same shall be completed by the Buyer at his own costs.
10. If some export formalities are to be completed for the export of the aforesaid goods from the place of dispatch, the same shall be completed by the Buyer/Seller at his own costs.
11. It shall be the Buyer's right to examine the goods for his satisfaction at the point of destination. If the goods are not according to the sample or specification, the Buyer shall have the right to reject the goods at the risk and cost of the seller.
12. In the event of any dispute or difference between the parties hereto arising out of or in connection with this deed of whatsoever nature the same shall be referred to arbitration of a common arbitrator if agreed upon, failing which to two Arbitrators one to be appointed by each party to the Arbitration. The said Arbitrators shall appoint a

presiding Arbitrator and the Arbitration shall be governed by the Arbitration Act and Conciliation Act, 1996, or any statutory modification thereof.

(SIGNED, SEALED AND DELIVERED)

by Seller by the hands)

of its authorised representative/Director)

Mr. ___in the presence of Mr.___ and)

Mr.___)

SIGNED, SEALED AND DELIVERED)

By Buyer by the hands of its)

authorised representative/Director Mr.___,)

in the presence of Mr. ___ and Mr. ___)

8. PARTNERSHIP DEED

This AGREEMENT OF PARTNERSHIP is made in city of ....on day of ....20..........between ....of ....(hereinafter called the FIRST PARTY) and .... of (hereinafter called the SECOND PARTY) .... of ....(hereinafter called the third party) on the terms and conditions set forth herein;

The parties aforementioned mutually agree:

1. That the name of the partnership shall be ....
2. The partnership shall commence on the ....day of ....20.....for the..............purpose of carrying on the business of ....and shall continue for ....years unless determined earlier by notice in writing by any party delivered to the other parties.
3. The business of the partnership shall be carried on at ....and at such other places as may be mutually agreed upon.
4. The capital of the partnership shall be ₹ .... which shall be contributed in equal shares by the parties.
5. The share of the parties in profits and losses shall be equal.
6. Proper and regular account of the affairs and transactions of the partnership shall be maintained and kept at the principal place of business of the partnership. Six monthly balance-sheet and profits and loss account shall be prepared under the supervision of

all the parties and shall be signed by each party, who shall be bound thereby except for error discovered and rectified within three months thereof.

7. No partner shall carry on any other business which may be allied or similar to the business of the partnership.

8. Death of a partner shall not operate as dissolution of the partnership. The legal representative or heir of the deceased partner shall not be entitled to interfere in the management of the affairs of the partnership but he shall be entitled to inspect the account books and the vouchers in support thereof for the purpose of ascertaining his share therein and the profits accruing due thereon. He shall not, however, be liable for any losses incurred after the demise of the partner unless he is taken as a partner in the place of the deceased partner immediately on such demise.

9. Any dispute arising out of his partnership or as to interpretation, operation or enforcement of terms of this partnership between the parties or their legal representatives shall be referred for adjudication to the arbitration of the President of the Bar Association at or his nominee whose decision shall be final and binding on all parties and their legal representatives.

In witness whereof the parties of aforementioned have signed this deed of partnership.

WITNESS	Signature
1.	First Party
2.	Second Party
3.	Third Party

9. LIMITED LIABILITY PARTNERSHIP AGREEMENT

THIS Agreement of Limited Liability Partnership made at _________ this ___th Day of ______, 2024.

BETWEEN

1. _________________, son of ______________, residing at ____, which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees and hereinafter called the FIRST PARTY, and

2. _________________, son of ______________, residing at ____, which expression shall, unless it be repugnant to the subject or context thereof, include his legal heirs, successors, nominees and permitted assignees and hereinafter called the SECOND PARTY,

(THE FIRST AND SECOND PARTY SHALL BE INDIVIDUALLY REFERRED TO AS A PARTNER AND COLLECTIVELY AS PARTNERS)

WHEREAS the abovementioned PARTIES have mutually agreed to carry on business of ____ and other ancillary business more particularly described in the Schedule I annexed herewith or any other business in any other manner as may be decided by the majority of Partners.

NOW The First and Second Party are interested in forming a Limited Liability Partnership under the Limited Liability Partnership Act, 2008 and that they intend to record the terms and conditions of the said formation.

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. A Limited Liability Partnership shall be carried on in the name and style of '_______________ LLP.' [hereinafter referred to as '_____ LLP' or 'the LLP'].

   ______ LLP shall have its Registered Office at ______________________ and / or at such other place or places, as shall be agreed to by the majority of the Partners from time to time. In the event of the business being carried out from the premises mentioned hereto, it is agreed and understood by the Second Party that the said premises belongs to the First Party and the Second Party shall not have any right, title or claim in the said premises or create any mortgage or lien thereon and shall at no point in time be entitled to claim any tenancy or occupational rights in the said premises either on their own or through this LLP.

   The First and Second Parties shall be the Partners on the incorporation of _____ LLP.

   The First and Second Parties shall be the Designated Partners on the incorporation of ______ LLP.

2. The initial contribution of ______ LLP shall be Rs ________/- (Rupees _______ only) which shall be contributed by the Partners in the following proportions :

   First Party: ___% i.e. Rs. ____/- (Rupees ________ only)

   Second Party: ___% i.e. Rs. ____/- (Rupees ________ only)

   Any further contributions, if required by the LLP shall be brought by the Partners in such ratio as may be decided with the consent of all the Partners from time to time.

   OR

   with the consent of majority of the Partners from time to time

   OR

   in the ratio of initial contribution.

   OR

in the ratio of profit sharing ratio mentioned hereinafter.

OR

in the ratio of voting rights mentioned hereinafter.

3. The business of _____ LLP shall be of ____________________ and other ancillary business more particularly described in the Schedule I annexed herewith or any other business in any other manner as may be decided by the majority of Partners.

OR

as may be decided by the all the Partners.

OR

in the manner as may be agreed by ____ out of ____ partners.

OR

in the manner as may be agreed by the partners carrying voting rights of _____ %.

Contribution:

4. The Contribution of a Partner may be tangible, intangible, moveable or immoveable property.

Rights of Partner:

5. All the Partners hereto shall have the rights, title and interest in all the assets and properties in the LLP in the proportion of their contribution to the capital.

6. Each of the parties hereto shall be entitled to carry on their own, separate and independent business as hitherto they might be doing or they may hereafter do as they deem fit and proper and other Partners and the LLP shall have no objection thereto provided that the said Partner has intimated the said fact to the LLP before the start of the independent business and moreover he shall not use the name of the LLP to carry on the said business.

7. Every Partner has a right to have access to and to inspect and copy any books of account / documents, etc. of the LLP.

OR

On requirement of ______ number of partners, the books of accounts/ documents, etc., can be inspected.

OR

On requirement of such number of partners carrying ____% of voting rights, the books of accounts/ documents, etc., can be inspected.

8. The LLP shall have perpetual succession, and the death, retirement or insolvency of any Partner shall not dissolve the LLP.

9. Upon insolvency of a Partner his or her rights, title and interest in the LLP shall come to an end.

Duties of Partners:

10. Every Partner shall account to the Limited Liability Partnership for any benefit derived by him without the consent of the Limited Liability Partnership from any transaction concerning the Limited Liability Partnership, or from any use by him of the property, name or any business connection of the Limited Liability Partnership.

11. Every Partner shall indemnify the Limited Liability Partnership and the other existing Partners for any loss caused to it by his fraud in the conduct of the business of the Limited Liability Partnership.

12. Each Partner shall render true accounts and full information of all things affecting the Limited Liability Partnership to any Partner or his legal representatives.

13. No Partner shall without the written consent of all the other Partners of _____ LLP:

    I. Employ any money, goods or effects of ______ LLP or pledge the credit thereof except in the ordinary course of business and upon the account or for the benefit of _____ LLP.

    II. Lend money or give credit on behalf of _____ LLP or to have any dealings with any Persons, Company or Firm whom the other Partners previously in writing have forbidden it to trust or deal with. Any loss incurred through any breach of provisions shall be made good with _____ LLP by the Partner incurring the same.

    III. Enter into any bond or become sureties or security with or for any person or do knowingly cause or suffer to be done anything whereby _____ LLP property or any part thereof may be seized.

    IV. Assign, mortgage or charge his or her share in ______ LLP or any asset or property thereof or make any other person a Partner therein.

    V. Compromise or compound or (except upon payment in full) release or discharge any debt due to ______ LLP except upon the written consent given by all the other Partners.

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

Signed and delivered by the Partners of:

'__________ LLP.'

_______________ (Partner)

_______________ (Partner)

Witness :

(a) Name :

Address :

Signature :

(b) Name :

Address:

Signature :

10. MEMORANDUM OF ASSOCIATION

MEMORANDUM OF ASSOCIATION OF________________________PRIVATE LIMITED

(Incorporated under the Companies Act, 2013)

1. Name of the Company:

   The name of the company shall be...

2. Registered Office:

   Registered office of the company shall remain in the ....(Mention the state) and at present it is at the following address:

   ____

   ____

3. Aims and Objects:

   The aims and objects for which the company is established is as under:

   (a)

   (b)

(c)

(d) and so on........

4. Governing Body:

The names, addresses, occupation and designation of the present members of the governing body to whom the management of the company is entrusted as required under the Companies Act, 2013 are as follows:

S.No.	Name (full in capital)	Addresses	Occupation	Designation in the Company
(1)				
(2)				
(3)				
(4)				
(5) and so on				

5. Desirous person

We the undersigned are desirous of forming a company namely "...................." under the Companies Act, 2013 in pursuance of this Memorandum of Association of the Company.

S. No.	Names and Addresses	Age	Occupations	Signatures of the Subscribers	No. of Shares
(1)					
(2)					
(3)					
(4)					
(5) and so on					

Dated------------------This Day of ------------- at--------

11. ARTICLES OF ASSOCIATION

ARTICLES OF ASSOCIATION OF..PRIVATE LIMITED (Company Limited by Shares) (Incorporated under the Companies Act, 2013)

1. The Regulation contained in the table 'F' in the First Schedule to the Companies Act, 2013 shall apply to this company so far only as they are not inconsistent with any of the provisions contained in these regulations are made in these Regulations.

2. In these Regulations:

   - The "Act" means the Companies Act, 2013, or any statutory modification or Re-enactment thereof for the time being in force. "The Company" means "——————————————————————————— - PRIVATE LIMITED"
   - "Directors" means the Directors for the time being of the company or as the case may be, the Directors assembled at a Board.
   - "The Seal" means the Common Seal of the Company.

3. The Company is a Private Company within the meaning of Section 2(68) of the Act and accordingly:

   (a) The right to transfer the shares of this company shall be restricted in the manner and to the extent as appearing in these Regulations.

   (b) The number of members of the Company shall be limited to 200 not including:

      (i) Persons who are in the employment of the Company, and

      (ii) Persons who having been formerly in the employment of the Company, were members of the Company while in that employment and have continued to be members after the employment ceased.

   (c) No invitation shall be issued to the public to subscribe for any shares in or debentures of this company.

4. The Business of the Company may be commenced as soon as the Directors think fit.

5. (a) The Authorized Share Capital of the Company is ` ......divided into....... Equity Shares of ₹ ......each with power to increase, sub-divide, consolidate or reduce the Capital subject to the provisions of the Companies Act, 2013.

   (b) The Company shall have power to issue preference share including redeemable preference shares.

   (c) The Company shall have powers to issue shares as per the provisions of Section 53 of the Act or any statutory modification thereof.

   (d) Subject to the provisions of these Articles, the shares shall be under the control of the Board,

6. Subject to the restrictions hereinafter provided, shares in the Company shall be transferable by written instrument.

7. The transferor shall be deemed to remain the holder of shares until the name of the transferee is entered on the register of members in respect thereof.

8. (a) The Board may refuse to register any transfer of shares

   (i) Where the share is not fully paid up:

   (ii) When the Company has a lien on the said share or shares:

   (iii) Without stating any reason there for where it is not proved to their satisfaction that the proposed transferee is a responsible person:

   (iv) Where the Board is of opinion that the proposed transferee is not a desirable person to admit to membership.

   (b) If the Board of Directors refuse to register the transfer of shares the Board shall within 2 months of the date on which the application of transfer was lodged with the Company, give notice of refusal to the transferor and transferee.

9. The Board of Directors may decline to register any transfer of shares until the instrument of transfer is accompanied by the share certificate.

10. No shares of the company shall except as hereinafter provided by transferred unless and until the rights of pre-emption hereinafter conferred shall have been exercised.

11. At the expiration of the said twenty one days subject to the provisions of Section 56 of the Companies Act, 2013 the Company shall allocate the said shares amongst the member or members who shall have expressed his/her or their willingness to purchase.

12. In the event of the whole or part of the shares not being sold under Articles 11 hereof, vendor may at any time within six calendar months after the expiry of the said twenty one days transfer the shares not so sold to any person at any price.

13. (a) On the death of a member in the case of joint holding the survivor or survivors shall be the only persons recognized by the Company as having any title to his/her interest in the shares.

   (b) The executor or Administrators or holders of a Succession Certificate or the legal representative of a deceased member (not being one or more joint holders) shall be the only persons recognized by the Company as having any title to the shares registered in the name of such members.

14. The quorum for a General Meeting of the Company shall be two members present in person.

15. An Annual General Meeting of the Company may be convened by giving not less than 21 days notice in writing. All other General Meeting may be convened by giving not less than 7 days notice in writing.

16. The provision of Sections 98 to 109 of the Companies Act, 2013, shall not apply to this Company. The proxy shall be a member of this Company.

17. Until and otherwise determined at a general meeting the number of Directors shall be not less than two and not more than twelve including all kinds of Directors.

18. A Director of the Company shall not be required to hold any qualification share.

19. The Chairman for each meeting shall be appointed amongst the Directors to conduct the proceedings of the meeting.

20. The Board of Directors shall have power to appoint additional Directors, as per the provisions of Section 161of the Act or by any statutory modifications thereof.

21. No Director shall be disqualified from his office by contracting with the Company nor shall such contract entered into by or on behalf of the company in which any Director is in any way interested, nor shall any Director so contracting or being so interested be liable to account to the company any profit realized by any such contract by reason only of such Directors holding such office or of that fiduciary relationship.

22. All acts done by the Directors or by a Committee of Directors or by any person acting as Director shall notwithstanding that if be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid or that they or any of them were disqualified be as valid as if every such person had been duly appointed.

23. The power and responsibilities of the Board of Directors of the Company shall be as laid down in the Companies Act, 2013 thereof.

24. Subject to the provisions contained in Section 174 of the Act, the quorum for a meeting shall be one third of its total strength (any fraction contained in that one third being rounded off as one) or two directors whichever is higher.

25. The Board of Directors may, from time to time secure the payment of such money in such manner and upon such terms and conditions in all respects as they think fit.

26. The Company in general meeting may declare Dividends but no Dividends shall exceed the amount recommended by the Board.

27. The Board from time to time pays to members such interim dividends as appeared to it be justified by the profits of the Company.

28. The Company in general meeting may, upon the recommendations of the Board, resolve to capitalize any part of the amount for the time being standing to the credit of any of the company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution and to apply the same for paying up any amounts for the time being.

29. The Board may deduct from any dividend payable to any member of all sums of money, if any, payable by him to the company on account of calls or otherwise in relation to shares of the company.

30. The Seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board or a Committee of the Board authorized in that behalf.

31. Every Director, Manager and other officers and Auditors of the company or their respective heirs, administrators or Executors shall be indemnified by the company against all actions, costs, losses, expenses which they or any of them or any of their heirs, Administrators or executors may incur or become liable to by reason of any contract entered into or at or thing done by him.

We, the several persons whose names, addresses and descriptions are subscribed hereunder are desirous of being formed into a company, in pursuance of this Articles of Association.

SL.No.	Names, Address and Occupations of	No. of shares Taken by each Subscriber	Signature of the Subscriber	Names, Address Description and Occupations of Witnesses

Dated ……………………This Day of …………………………at…………………

12. CERTIFICATE OF INCORPORATION

सत्यमेव जयते

GOVERNMENT OF INDIA

MINISTRY OF CORPORATE AFFAIRS

Registrar of Companies, Delhi

4th Floor, IFCI Tower, 61, Nehru Place

Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 of the Companies Act, 2013 and rule 8 of the Companies (Incorporation) Rules, 2014]

I hereby certify that __________ PRIVATE LIMITED is incorporated on this Eleventh day of December Two Thousand _________ under the Companies Act, 2013 and that the company is limited by shares.

The CIN of the company is __________

Given under my hand at Deth this Eleventh day of December Two Thousand__________

SD/

____

Assistant Registrar of Companies, Delhi

Mailing Address as per record available in Registrar of Companies Office:

_____________ PRIVATE LIMITED

___________ NEW DELHI 1100____

Delhi, INDIA