# Drafting Pleading and Conveyancing II

Answers to Important Question

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### Module – 1:

#### Q. What is a Sale Deed (2m)

 A Sale Deed is a legal document that serves as evidence of the sale and transfer of ownership of a property from the seller to the buyer. It is one of the most crucial documents in property transactions, particularly in real estate. The Sale Deed outlines the terms and conditions agreed upon between the buyer and the seller, including the purchase price, payment method, description of the property, and any other relevant terms of the sale.

#### • Components typically included in a Sale Deed are:

- **Parties involved:** The document identifies the seller (vendor) and the buyer (vendee) along with their respective details such as names, addresses, and identification numbers.
- Description of the property: The Sale Deed provides a detailed description of the property being sold, including its location, boundaries, dimensions, and any unique features or characteristics.
- **Consideration:** The sale price or consideration agreed upon by the parties is stated in the Sale Deed. This includes the total purchase amount as well as any advance payments made.
- **Payment terms:** The document may specify the payment method agreed upon, including details of any installments, if applicable.
- Encumbrances and liabilities: The Sale Deed may include clauses related to any existing encumbrances on the property, such as mortgages or liens, and the responsibility for clearing such encumbrances may be addressed.
- **Warranties and representations:** The seller may provide warranties or assurances regarding the property's title, condition, and legal status.
- Signatures and witnesses: The Sale Deed must be signed by both the seller and the buyer in the presence of witnesses to make it legally binding.
- Once the Sale Deed is executed, it is typically registered with the appropriate government authority, such as the sub-registrar's office, to make the transfer of ownership legally valid and to provide public notice of the transaction.
   Registration of the Sale Deed helps establish the buyer's legal ownership rights over the property and protects against potential disputes or claims by third parties.

#### Q. Draft a Sale Deed

#### SALE DEED

This Deed of Sale is made on this [date] day of [month], [year], BETWEEN



💦 Legal Charcha

[Name of Vendor], son/daughter of [Father's Name], residing at [Address], hereinafter referred to as the "Vendor" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his/her heirs, executors, administrators, legal representatives, and assigns) of the ONE PART;

#### AND

[Name of Vendee], son/daughter of [Father's Name], residing at [Address], hereinafter referred to as the "Vendee" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his/her heirs, executors, administrators, legal representatives, and assigns) of the OTHER PART.

**WHEREAS,** the Vendor is the absolute owner of or otherwise well and sufficiently entitled to the property more particularly described in the Schedule below and hereinafter referred to as the "Property";

**AND WHEREAS,** the Vendor has agreed to sell the Property to the Vendee for the consideration and on the terms and conditions hereinafter mentioned.

#### NOW, THEREFORE, THIS INDENTURE WITNESSETH AS FOLLOWS:

- 1. **Sale and Transfer:** The Vendor hereby sells, conveys, transfers, and assigns unto the Vendee all that piece and parcel of land/flat/house/shop/premises described in the Schedule below, together with all rights, easements, privileges, and appurtenances thereunto belonging or in anywise appertaining.
- 2. **Consideration:** The consideration for the sale of the Property is the sum of [Amount in Words] ([Amount in Numbers]) INR, paid by the Vendee to the Vendor, the receipt whereof the Vendor hereby acknowledges, and the Vendee hereby confirms.
- 3. **Delivery of Possession:** The Vendor hereby agrees to deliver vacant possession of the Property to the Vendee forthwith on execution and registration of this Sale Deed.
- 4. **Title and Encumbrances:** The Vendor hereby covenants with the Vendee that the Vendor has good right, full power, absolute authority, and lawful authority to sell the Property, and that the Property is free from all encumbrances, charges, liens, mortgages, or any other claims whatsoever.
- 5. **Indemnity:** The Vendor agrees to indemnify and keep indemnified the Vendee against all actions, claims, demands, losses, damages, costs, charges, and expenses whatsoever that may be brought or made against or suffered or incurred by the Vendee by reason of any defect in the title to the Property.
- 6. **Stamp Duty and Registration Charges:** The Vendee shall bear all stamp duty, registration charges, and other incidental expenses incurred in the execution and registration of this Sale Deed.
- 7. **Governing Law:** This Sale Deed shall be governed by and construed in accordance with the laws of [Jurisdiction].





#### SCHEDULE I

(Being the correct description of premise Apartment/Flat/Plot which is the subject matter of these presents)

All that constructed portion being Residential unit bearing Apartment/Flat No/Plot No.\_\_\_\_\_\_\_\_(Address) standing on the plot of land bearing Survey Number : \_\_\_\_\_\_, Road: \_\_\_\_\_\_

Location: \_\_\_\_\_\_ of Village: \_\_\_\_\_\_ situated within the revenue limits of Tehsil: \_\_\_\_\_\_ and situated within the limits of \_\_\_\_\_\_ Municipal Corporation.

IN WITNESS WHEREOF, the parties hereto have executed this Sale Deed on the day and year first above written.

VENDOR:	}
1. Name:	}
VENDEE:	}
1. Name:	}
WITNESSES:	
1.	}
2.	}

#### Q. Mortgage Deed and types of Mortgage Deed

- A Mortgage Deed is a legal document that outlines the terms and conditions of a mortgage agreement between a borrower (mortgagor) and a lender (mortgagee). It serves as evidence of the mortgage transaction and typically contains details about the property being mortgaged, the loan amount, interest rates, repayment terms, and any other relevant clauses agreed upon by the parties involved.
- Here's an explanation of the types of mortgage deeds:
  - Simple Mortgage Deed: In a simple mortgage deed, the borrower (mortgagor) pledges the property as security for the loan but does not transfer ownership of the property to the lender (mortgagee). The lender has the right to sell the property to recover the outstanding loan amount in case of default by the borrower. Once the loan is repaid, the mortgage is discharged, and the property is released from the mortgage.



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- English Mortgage Deed: An English mortgage deed is similar to a simple mortgage deed, but it includes a provision where the mortgagor agrees to repay the loan within a specific period. If the mortgagor fails to repay the loan as agreed, the lender has the right to sell the property without obtaining a court order.
- Mortgage by Conditional Sale / Conditional Deed: In a mortgage by conditional sale, the mortgagor sells the property to the mortgagee subject to the condition that the sale will be absolute if the mortgagor fails to repay the loan within a specified period. If the loan is repaid as per the agreed terms, the sale becomes void, and the property is returned to the mortgagor. However, if the mortgagor defaults on the loan, the sale becomes absolute, and the mortgagee becomes the owner of the property.
- **Usufructuary Mortgage:** In a usufructuary mortgage, the mortgagor transfers possession of the property to the mortgagee, who then collects the income or profits generated by the property (usufruct) as repayment of the loan. The mortgagee has the right to retain possession of the property until the loan is fully repaid. Once the loan is repaid, the possession of the property is returned to the mortgagor.

#### Q. Draft a Mortgage Deed

#### MORTGAGE DEED

This Deed of Mortgage is made this [date] day of [month], [year],

#### BETWEEN

[Name of Mortgagor], son/daughter of [Father's Name], residing at [Address], hereinafter referred to as the "Mortgagor" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators, legal representatives, and assigns) of the ONE PART;

#### AND

[Name of Mortgagee], son/daughter of [Father's Name], residing at [Address], hereinafter referred to as the "Mortgagee" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators, legal representatives, and assigns) of the OTHER PART.

**WHEREAS** the Mortgagor is seized and possessed of or otherwise well and sufficiently entitled to the premises hereinafter described and intended to be hereby mortgaged and has requested the Mortgagee to lend him/ her/ them the sum of [Amount in Words] ([Amount in Numbers]) (hereinafter referred to as the "Loan Amount") upon the security of these presents.

**AND WHEREAS** the Mortgagee has agreed to lend the said sum of money to the Mortgagor upon having the premises described hereinafter mortgaged and conveyed



to him/her/them by way of security for the repayment of the said sum of money and interest thereon.

#### NOW THIS INDENTURE WITNESSETH:

- **The Property:** The Mortgagor doth hereby convey and assign unto the Mortgagee ALL THAT the property more particularly described in the Schedule annexed hereto and hereinafter referred to as the "Property."
- **Mortgage:** In consideration of the loan advanced by the Mortgagee to the Mortgagor, the Mortgagor doth hereby grant and transfer by way of mortgage unto the Mortgagee all the property described in the Schedule hereto and more particularly described in the property documents delivered to the Mortgagee and/or which the Mortgagor has agreed to deliver to the Mortgagee and all the rights, title, and interest of the Mortgagor therein.
- **Payment of Loan:** The Mortgagor doth hereby covenant with the Mortgagee to pay the said Loan Amount to the Mortgagee with interest thereon at the rate of [Interest Rate]% per annum payable yearly/half-yearly/quarterly on the [day] day of [month] in every year until the same shall have been fully paid off and satisfied.
- **Default:** In case the Mortgagor fails to repay the Loan Amount or any part thereof and/or interest thereon as aforesaid, the Mortgagee shall be at liberty to file a suit for foreclosure, sale, or otherwise proceed against the Mortgaged Property as provided by law.
- **Further Assurance:** The Mortgagor doth hereby agree to execute and/or cause to be executed all such further and other deeds, documents, and writings as the Mortgagee may reasonably require for better and more perfectly securing the payment of the said Loan Amount and interest.

#### **SCHEDULE I**

(Being the correct description of premise Apartment/Flat/Plot which is the subject matter of these presents)

All that constructed portion being Residential unit bearing Apartment/Flat No/Plot No.\_\_\_\_\_\_(Address)

standing on the plot of land bearing Survey Number : \_\_\_\_\_\_, Road: \_\_\_\_\_\_ Location: \_\_\_\_\_\_ of Village: \_\_\_\_\_\_ situated within the revenue limits of Tehsil: \_\_\_\_\_\_ and situated within the limits of \_\_\_\_\_\_ Municipal Corporation.

**IN WITNESS WHEREOF,** the Mortgagor and the Mortgagee have hereunto set their hands the day and year first hereinabove written.

#### <u>(On Fresh Page)</u>

Drafted By Akash Kannaujiya, Student, HVPS College of Law



Signed and delivered by, ....., the Mortgagor, }
Signed and delivered by, ....., the Mortgagee, }
In the presence of WITNESSES:
1. }
2. }

#### **Q. Lease Deed, Leave and License Agreement**

• A Lease Deed and a Leave and License Agreement are both legal documents used to establish a temporary arrangement for the use of property, but they differ in their legal implications and the rights they confer upon the parties involved.

Lease Deed:	Leave and License Agreement:
A Lease Deed is a legal document that	A Leave and License Agreement is a
establishes a lease agreement between	legal document that grants permission
a landlord (lessor) and a tenant (lessee)	(license) from the property owner
for the rental of real property such as	(licensor) to another party (licensee) to
land, buildings, or	use the property for a specified period
residential/commercial premises.	and purpose, usually for residential or
	commercial use.
It typically outlines the terms and	Unlike a lease, a leave and license
conditions of the lease, including the	agreement does not confer any
duration of the lease (term), the amount	proprietary interest in the property to
of rent to be paid, the responsibilities of	the licensee. Instead, it creates a mere
the landlord and tenant, and any other	right to use the property for the agreed-
relevant clauses.	upon period, subject to the terms and
	conditions outlined in the agreement.
A Lease Deed grants the tenant	The licensor retains control and
exclusive possession and use of the	ownership of the property and may
leased property for the duration of the	revoke the license or terminate the
lease term, subject to the terms and	agreement upon the occurrence of
conditions specified in the agreement.	certain events, such as non-payment of
	license fees or breach of terms by the
	licensee.



Unlike a license agreement, a lease	Leave and License Agreements are
creates a proprietary interest in the	commonly used for short-term or
property for the tenant, giving them	temporary arrangements and provide
certain rights akin to ownership for the	greater flexibility for the licensor to
duration of the lease term.	manage the property and its occupants.

While both Lease Deeds and Leave and License Agreements are used to establish arrangements for the use of property, they differ in the legal rights they confer upon the parties involved. A lease creates a proprietary interest for the tenant, while a license agreement grants permission to use the property without transferring ownership or creating a proprietary interest.

#### Q. Draft a Lease Deed

#### **LEASE AGREEMENT**

This Lease Agreement (the "Agreement") is made and entered into on this [date] day of [month], [year],

#### BETWEEN

[Name of Lessor/Landlord], residing at [Address] (hereinafter referred to as the "Lessor"),

#### AND

[Name of Lessee/Tenant], residing at [Address] (hereinafter referred to as the "Lessee").

**WHEREAS,** the Lessor is the legal owner of certain premises situated at [Address of Property] (hereinafter referred to as the "Property"), and the Lessee desires to lease the Property from the Lessor for residential/commercial purposes, and the Lessor agrees to lease the Property to the Lessee on the terms and conditions set forth herein.

**NOW, THEREFORE,** in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

- 1. **Premises:** The Lessor hereby leases to the Lessee, and the Lessee hereby leases from the Lessor, the following described premises (the "Leased Premises"): [Description of the Property].
- 2. **Term:** The term of this Lease Agreement shall commence on [Commencement Date] and shall continue for a period of [Duration of Lease] months/years, commencing from the Commencement Date, unless earlier terminated as provided herein.



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- 3. **Rent:** The Lessee shall pay to the Lessor a monthly rent of [Rent Amount] (the "Rent"), payable in advance on or before the [Due Date] of each month during the term of this Agreement.
- 4. **Security Deposit:** Upon execution of this Agreement, the Lessee shall deposit with the Lessor the sum of [Security Deposit Amount] as security for the faithful performance by the Lessee of all the terms, covenants, and conditions of this Agreement.
- 5. **Use of Premises:** The Leased Premises shall be used only for residential/commercial purposes and for no other purpose whatsoever without the prior written consent of the Lessor.
- 6. **Maintenance and Repairs:** The Lessor shall be responsible for maintaining the structural integrity of the Leased Premises, while the Lessee shall be responsible for maintaining the interior of the Leased Premises in good and clean condition.
- 7. **Utilities:** The Lessee shall be responsible for the payment of all utilities and services connected with the Leased Premises, including but not limited to electricity, water, gas, and telephone bills.
- 8. **Default:** If the Lessee fails to pay the Rent or breaches any other provision of this Agreement, the Lessor shall have the right to terminate this Agreement and evict the Lessee from the Leased Premises.
- 9. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of [Jurisdiction], without regard to its conflict of law principles.
- 10. **Entire Agreement:** This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the parties hereto with respect to the subject matter hereof.

#### SCHEDULE I

(Being the correct description of premise Apartment/Flat/Plot which is the subject matter of these presents)

All that constructed portion being Residential unit bearing Apartment/Flat No/Plot No.\_\_\_\_\_\_(Address)

standing on the plot of land bearing Survey Number : \_\_\_\_\_\_\_, Road: \_\_\_\_\_\_

Location: \_\_\_\_\_\_ of Village: \_\_\_\_\_\_ situated within the revenue limits of Tehsil: \_\_\_\_\_\_ and situated within the limits of \_\_\_\_\_\_ Municipal Corporation.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the date first above written.

#### <u>(On Fresh Page)</u>

LESSOR:	
Signature:	

}

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LESSEE: Signature:	Name: [Name of Lessor] Date:	}	
1. } 2. } Q. Draft a Leave and License Agreement LEAVE AND LICENSE AGREEMENT This agreement is made and executed on at BETWEEN	Signature: Name: [Name of Lessee]	} }	
2. } Q. Draft a Leave and License Agreement LEAVE AND LICENSE AGREEMENT This agreement is made and executed on at BETWEEN	In the presence of WITNESSES:		
LEAVE AND LICENSE AGREEMENT This agreement is made and executed on at BETWEEN		} }	
1) Name:, Age : About, PAN : Residing at:	<b>LEAVE AND</b> This agreement is made a	LICENSE AGREEMENT and executed on at	
	1) Name:, Age : About, P	AN : Residing at:	

HEREINAFTER called 'the Licensor (which expression shall mean and include the Licensor above named and also his/her/their respective heirs, successors, assigns, executors and administrators)

AND
1) Name: \_\_\_\_\_, Age : About \_\_\_\_, PAN : \_\_\_\_\_ Residing at: \_\_\_\_\_

HEREINAFTER called 'the Licensee' (which expression shall mean and include only Licensee above named).

**WHEREAS** the Licensor is absolutely seized and possessed of and or otherwise well and sufficiently entitled to all that constructed portion being unit described in Schedule I hereunder written and are hereafter for the sake of brevity called or referred to as Licensed Premises and is/are desirous of giving the said premises on Leave and License basis under Section 24 of the Maharashtra Rent Control Act, 1999.

**AND WHEREAS** the Licensee herein is in need of temporary premises for Residential use has/have approached the Licensor with a request to allow the Licensee herein to use and occupy the said premises on Leave and License basis for a period of \_\_\_\_\_\_ Months commencing from \_\_\_\_\_\_ and ending on \_\_\_\_\_\_, on terms and subject to conditions hereafter appearing.

**AND WHEREAS** the Licensor have agreed to allow the Licensee herein to use and occupy the said Licensed premises for her aforesaid **<u>Residential/Commercial</u>** 



purposes only, on Leave and License basis for above mentioned period, on terms and subject to conditions hereafter appearing;

#### NOW THEREFORE IT IS HEREBY AGREED TO, DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1. **Period:** That the Licensor hereby grants to the Licensee herein a revocable leave and license, to occupy the Licensed Premises, described in Schedule I hereunder written without creating any tenancy rights or any other rights, title and interest in favour of the Licensee for a period of \_\_\_\_\_ Months commencing from \_\_\_\_\_\_ and ending on \_\_\_\_\_\_
- 2. License Fee & Deposit: That the Licensee shall pay to the Licensor License fee at the rate of Rs. \_\_\_\_\_ (in words) per month towards the compensation and Rs. \_\_\_\_\_ (in words) interest free refundable deposit, for the use of the said Licensed premises. The amount of monthly compensation License fee shall be payable within first five days of the concerned month of Leave and License.
- 3. **Payment of Deposit:** That the Licensee have paid / shall pay the abovementioned deposit/premium as mentioned above by Cash/Cheque/DD. Amount Rs. \_\_\_\_\_ (in words)
- 4. **Maintenance Charges:** That the all outgoings including all rates, taxes, levies, assessment, maintenance charges, non-occupancy charges, etc. in respect of the said premises shall be paid by the Licensor.
- 5. **Electricity Charges:** The licensee herein shall pay the electricity bills directly for energy consumed on the licensed premises and should submit original receipts to Licensor indicating that the electricity bills are paid.
- 6. **Use:** That the Licensed premises shall only be used by the Licensee for "**Residential/Commercial**" purpose. The Licensee shall maintain the said premises in its existing condition and damage, if any, caused to the said premises, the same shall be repaired by the Licensee at its own cost subject to normal wear and tear. The Licensee shall not do anything in the said premises which is or is likely to cause a nuisance to the other occupants of the said building or to the prejudice in any manner to the rights of Licensor in respect of said premises or shall not do any unlawful activities prohibited by State or Central Government.
- 7. **Alteration:** That the Licensee shall not make or permit to do any alteration or addition to the construction or arrangements (internal or external) to the Licensed premises without previous consent in writing from the Licensor.
- 8. **No Tenancy:** That the Licensee shall not claim any tenancy right and shall not have any right to transfer, assign, and sublet or grant any license or sub-license in respect of the Licensed Premises or any part thereof and also shall not mortgage or raise any loan against the said premises.
- 9. **Inspection:** That, the Licensor shall on reasonable notice given by the Licensor to the Licensee shall have a right of access either by himself / herself /



themselves or through authorized representative to enter, view and inspect the Licensed premises at reasonable intervals.

- 10. Lock in period: Both the parties have agreed to set a lock-in period of \_ months during which neither the Licensor shall ask the licensee to vacate the premises, nor the licensee shall vacate the premises on his own during the lock-in period. In spite of this mandatory clause, if the licensee leaves the premises for whatsoever reason, he shall pay to the Licensor license fee for the remaining lock-in period at the rate of agreed upon in the agreement. On the other hand, Licensor shall compensate the Licensee for loss and inconvenience caused to the Licensee if he has been asked to vacate the premises.
- 11. **Cancellation:** That, Subject to the condition of lock in period (if any), if the Licensee commits default in regular and punctual payments of monthly compensation as herein before mentioned or commit/s breach of any of the terms, covenants and conditions of this agreement or if any legislation prohibiting the Leave and License is imposed, the Licensor shall be entitled to revoke and / or cancel the License hereby granted, by giving notice in writing of one month and the Licensee too will have the right to vacate the said premises by giving a notice in writing of one month to the Licensor as mentioned earlier.
- 12. **Possession:** That the immediately at on the expiration or termination or cancellation of this agreement the Licensee shall vacate the said premises without delay with all her goods and belongings. In the event of the Licensee failing and / or neglecting to remove herself and / or her articles from the said premises on expiry or sooner determination of this Agreement, the Licensor shall be entitled to recover damages at the rate of double the daily amount of compensation per day and or alternatively the Licensor shall be entitled to remove the Licensee and her belongings from the Licensed premises, without recourse to the Court of Law.
- 13. **Miscellaneous:** Anything will happen in said flat, in agreement period. Witness and Authorized service provider is not responsible for that.
- 14. **Registration:** This Agreement is to be registered and the expenditure of Stamp duty and registration fees and incidental charges, if any, shall be borne by the <u>Licensee and Licensor equally (or by any one of the parties)</u>.

SCHEDULE I

(Being the correct description of premise Apartment/Flat/Plot which is the subject matter of these presents)

All that constructed portion being Residential unit bearing Apartment/Flat No/Plot No.\_\_\_\_\_\_(Address)

standing	on the plot	of land	bearing	Survey	Number :	,Roa	d:	
Location:		_ of Villag	ge:	situa	ated withir	n the revenue	e limits o	of Tehsil:
	and situ	lated with	in the lir	nits of _		Munici	pal Corp	poration.

**IN WITNESS WHEREOF** the parties hereto have set and subscribed their respective signatures by way of putting thumb impression electronic signature hereto in the presence of witness, who are identifying the executants, on the day, month and year first above written.

<u>(On Fresh Page)</u>		•	1
Name & Address	Photo	Thumb	<b>Digitally Signed</b>
Licensor:			Yes / No
Name:			
Address:			
Licensee:			Yes / No
Name:			
Address:			
Witness of execution of all executants:			Yes / No
Name:			
Address:			
Witness of execution of all executants:			Yes / No
Name:			
Address:			

#### **Q. Exchange Deed**

- An Exchange Deed, also known as a Deed of Exchange, is a legal document used when two parties agree to exchange properties or assets of similar value. It formalizes the exchange transaction and outlines the terms and conditions agreed upon by both parties.
- Here's an overview of what an Exchange Deed typically includes:
  - Parties Involved: The deed identifies the parties involved in the exchange, including their names, addresses, and any other relevant details.
  - Description of Properties: It provides a detailed description of the properties or assets being exchanged, including their location, boundaries, and any other pertinent details to accurately identify them.
  - Consideration: The deed states the agreed-upon consideration for the exchange, which may include monetary compensation or other valuable consideration.
  - Representations and Warranties: Both parties may include representations and warranties regarding their ownership of the properties being exchanged, stating that they have the right to transfer ownership and that the properties are free from any encumbrances or claims.



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- Conditions and Covenants: The deed may include any conditions or covenants agreed upon by the parties, such as obligations to maintain the properties until the exchange is completed, or any other terms deemed necessary for the transaction.
- **Execution and Signatures:** Once the terms are agreed upon, the parties involved sign the deed to indicate their consent and acknowledgment of the terms and conditions outlined therein.
- Registration: Depending on the jurisdiction, the exchange deed may need to be registered with the appropriate authority to make it legally enforceable and to protect the interests of the parties involved.

#### **Q. Draft an Exchange Deed**

#### EXCHANGE DEED

This Deed of Exchange is made on this [date] day of [month], [year],

#### BETWEEN

[Name of Party A], son/daughter of [Father's Name], residing at [Address], hereinafter referred to as "Party A" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his/her heirs, executors, administrators, legal representatives, and assigns) of the FIRST PART;

#### AND

[Name of Party B], son/daughter of [Father's Name], residing at [Address], hereinafter referred to as "Party B" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his/her heirs, executors, administrators, legal representatives, and assigns) of the SECOND PART.

**WHEREAS,** Party A is the absolute owner of or otherwise well and sufficiently entitled to the property more particularly described in Schedule A below (hereinafter referred to as "Property A");

**AND WHEREAS,** Party B is the absolute owner of or otherwise well and sufficiently entitled to the property more particularly described in Schedule B below (hereinafter referred to as "Property B");

**AND WHEREAS,** Party A and Party B have agreed to exchange their respective properties on the terms and conditions hereinafter mentioned.

#### NOW, THEREFORE, THIS INDENTURE WITNESSETH AS FOLLOWS:

1. **Exchange of Properties:** Party A hereby agrees to convey, assign, and transfer unto Party B all the rights, title, and interest of Party A in and to Property A, and Party B hereby agrees to convey, assign, and transfer unto



Party A all the rights, title, and interest of Party B in and to Property B, free from all encumbrances, charges, liens, or any other claims whatsoever.

- 2. **Consideration:** The consideration for the exchange of properties as mentioned hereinabove shall be the mutual covenants and agreements contained herein, and each party hereby acknowledges receipt of the same.
- 3. **Title and Encumbrances:** Each party hereby covenants with the other that they have good right, full power, absolute authority, and lawful authority to exchange the respective properties, and that the properties are free from all encumbrances, charges, liens, mortgages, or any other claims whatsoever.
- 4. **Delivery of Possession:** Each party agrees to deliver vacant possession of their respective properties to the other party forthwith on execution and registration of this Exchange Deed.
- 5. **Stamp Duty and Registration Charges:** Each party shall bear their respective stamp duty, registration charges, and other incidental expenses incurred in the execution and registration of this Exchange Deed.
- 6. **Governing Law:** This Exchange Deed shall be governed by and construed in accordance with the laws of [Jurisdiction].

#### (ON A FRESH PAGE)

**IN WITNESS WHEREOF,** the parties hereto have executed this Exchange Deed on the day and year first above written.

SIGNED AND DELIVERED by the within named Party A	} }
Signature of Party A: [Signature]	,
SIGNED AND DELIVERED by the within named Party B	}
Signature of Party B: [Signature]	}
In the presence of:	
1	}
2	}

#### (ON A FRESH PAGE)

#### SCHEDULE I (Please refer above answers for Schedule)

[Description of Property A]

#### SCHEDULE II (Please refer above answers for Schedule) [Description of Property B]



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#### **Q. Gift Deed**

- A Gift Deed is a legal document used to transfer ownership of property or assets from one party (the donor) to another (the donee) without any exchange of money or other consideration. It is typically used when the donor wishes to gift a property or asset to the donee out of love, affection, or goodwill.
- Here are the key elements and characteristics of a Gift Deed:
  - **Parties Involved:** The Gift Deed identifies the donor (the person giving the gift) and the donee (the person receiving the gift), including their names, addresses, and other relevant details.
  - Description of Property: The deed provides a detailed description of the property or asset being gifted, including its location, boundaries, and any other pertinent details to accurately identify it.
  - **Declaration of Gift:** The deed contains a clear declaration by the donor stating their intention to gift the property to the donee without any expectation of consideration in return.
  - **Acceptance by Donee:** The Gift Deed includes a provision where the donee acknowledges and accepts the gift. The donee's acceptance is essential for the deed to be legally valid.
  - Consideration: Unlike other types of deeds, a Gift Deed does not involve any consideration or payment. The transfer of ownership is purely voluntary and does not require any exchange of money or other assets.
  - **Conditions and Restrictions:** The donor may include any conditions or restrictions on the gift, such as limitations on the use of the property or specific instructions regarding its maintenance or disposal.
  - Registration: In many jurisdictions, Gift Deeds must be registered with the appropriate government authority to make them legally enforceable. Registration helps establish the validity of the gift and protects the interests of both the donor and the donee.
  - **Stamp Duty:** Depending on local laws and regulations, Gift Deeds may be subject to stamp duty, which is a tax levied on legal documents. The amount of stamp duty varies based on the value of the gift and the applicable laws in the jurisdiction.

#### Q. Draft a Gift Deed

#### **GIFT DEED**

This Deed of Gift is made on this [date] day of [month], [year], BETWEEN

[Name of Donor], son/daughter of [Father's Name], residing at [Address], hereinafter referred to as the "Donor" (which expression shall, unless repugnant to the context or



meaning thereof, be deemed to include his/her heirs, executors, administrators, legal representatives, and assigns) of the FIRST PART;

AND

[Name of Donee], son/daughter of [Father's Name], residing at [Address], hereinafter referred to as the "Donee" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his/her heirs, executors, administrators, legal representatives, and assigns) of the SECOND PART.

**WHEREAS,** the Donor is the absolute owner of or otherwise well and sufficiently entitled to the property more particularly described in the Schedule below (hereinafter referred to as the "Property");

**AND WHEREAS,** the Donor desires to gift the said Property to the Donee out of natural love and affection;

#### NOW, THEREFORE, THIS INDENTURE WITNESSETH AS FOLLOWS:

- 1. **Gift:** The Donor hereby gifts, conveys, transfers, and assigns unto the Donee all that piece and parcel of land/flat/house/shop/premises described in the Schedule below, together with all rights, easements, privileges, and appurtenances thereunto belonging or in anywise appertaining.
- 2. **Consideration:** The Donor hereby confirms that the gift made herein is out of natural love and affection, and no monetary consideration is involved.
- 3. **Delivery of Possession:** The Donor hereby agrees to deliver vacant possession of the Property to the Donee forthwith on execution and registration of this Gift Deed.
- 4. **Title and Encumbrances:** The Donor hereby covenants with the Donee that the Donor has good right, full power, absolute authority, and lawful authority to make this gift of the Property, and that the Property is free from all encumbrances, charges, liens, mortgages, or any other claims whatsoever.
- 5. **Stamp Duty and Registration Charges:** The Donee shall bear all stamp duty, registration charges, and other incidental expenses incurred in the execution and registration of this Gift Deed.
- 6. **Governing Law:** This Gift Deed shall be governed by and construed in accordance with the laws of [Jurisdiction].

**IN WITNESS WHEREOF,** the parties hereto have executed this Gift Deed on the day and year first above written.

SIGNED AND DELIVERED by the within named Donor

Signature of Donor: [Signature]

} }

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Subject: Drafting Pleading and Conveyancing II
By <b>Jigar Ashar</b> , Student, HVPS College of Law

SIGNED AND DELIVERED by the within named Donee	}
Signature of Donee: [Signature]	}
In the presence of:	ı
2	} }

#### (ON A FRESH PAGE) SCHEDULE I (Please refer above answers for Schedule) [Description of Property]

#### Q. Trust Deed (2m)

- A Trust Deed, also known as a Declaration of Trust, is a legal document that establishes the terms and conditions of a trust. A trust is a legal arrangement where one party (the settlor or grantor) transfers assets to another party (the trustee) to hold and manage for the benefit of a third party (the beneficiary or beneficiaries).
- *Here are the key elements and components typically found in a Trust* <u>Deed:</u>
  - Parties Involved:
    - Settlor/Grantor: The individual or entity who establishes the trust and transfers assets into it.
    - Trustee: The person or entity appointed to hold legal title to the trust assets and manage them according to the terms of the trust.
    - Beneficiary/Beneficiaries: The individual(s) or entity(ies) who are entitled to receive the benefits of the trust, such as income, assets, or other benefits.
  - **Trust Property:** The Trust Deed identifies the assets or properties that are being transferred into the trust by the settlor. This could include real estate, investments, cash, or any other types of assets.
  - Trust Purpose/Objective: The Trust Deed outlines the purpose and objectives of the trust, including the intended benefits for the beneficiaries. This could include providing for the education of children, managing assets for the benefit of a disabled individual, or any other lawful purpose.
  - **Trust Terms and Conditions:** The Trust Deed sets out the terms and conditions governing the trust, including:



By Jigar Ashar, Student, HVPS College of Law

- Powers and duties of the trustee: The Trust Deed specifies the powers granted to the trustee, such as investment powers, distribution of income or assets, and administrative duties.
- **Beneficiary rights:** It outlines the rights and entitlements of the beneficiaries, including their right to receive income or assets from the trust.
- Duration of the trust: The Trust Deed may specify the duration of the trust, whether it is a fixed-term trust or a trust that continues until certain conditions are met.
- Termination or amendment provisions: It may include provisions for terminating or amending the trust under certain circumstances, such as the death of the settlor or beneficiaries, or changes in circumstances.
- **Governing Law:** The Trust Deed specifies the governing law that will apply to the trust and any disputes that may arise concerning its administration or interpretation.
- **Execution and Signatures:** The Trust Deed is typically executed by the settlor, trustee(s), and witnesses in accordance with the legal requirements of the jurisdiction where the trust is established.

#### Q. Draft a Trust Deed

#### TRUST DEED

THIS TRUST DEED made on this [date] day of [month], [year],

#### BETWEEN

[Name of Settlor], son/daughter of [Father's Name], residing at [Address], hereinafter referred to as the "Settlor" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his/her heirs, executors, administrators, legal representatives, and assigns) of the FIRST PART;

#### AND

[Name of Trustee(s)], son/daughter of [Father's Name], residing at [Address], hereinafter referred to as the "Trustee(s)" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include their heirs, executors, administrators, legal representatives, and assigns) of the SECOND PART;

#### AND

[Name of Beneficiary/Beneficiaries], son/daughter of [Father's Name], residing at [Address], hereinafter referred to as the "Beneficiary/Beneficiaries" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include their heirs, executors, administrators, legal representatives, and assigns) of the THIRD PART.

**WHEREAS** the Settlor is absolutely seized and possessed of or otherwise well and sufficiently entitled to the properties hereinafter described and intended to be



settled and conveyed and has expressed a desire to settle the said properties for the benefit of the Beneficiary/Beneficiaries;

**AND WHEREAS** the Settlor has requested the Trustee(s) to act as trustee(s) of the said properties and to hold the same upon the trusts and with the powers hereinafter declared and contained;

#### NOW THIS DEED WITNESSETH AS FOLLOWS:

- 1. Declaration of Trust: The Settlor hereby declares that the Trustee(s) shall stand possessed of the properties mentioned in the Schedule hereto and all income thereof upon the trusts and with the powers hereinafter declared and contained.
- 2. Properties: The properties settled under this Trust Deed are more particularly described in the Schedule annexed hereto.
- 3. Trustee(s): The Trustee(s) shall hold the said properties and all income thereof upon trust for the Beneficiary/Beneficiaries upon the terms and conditions herein contained.
- 4. Beneficiary/Beneficiaries: The Trustee(s) shall hold the said properties and all income thereof upon trust for the Beneficiary/Beneficiaries absolutely and beneficially.
- 5. Powers of Trustee(s): The Trustee(s) shall have full power and authority to sell, mortgage, lease, or otherwise deal with the said properties and invest the proceeds thereof in any investments they may deem fit.
- 6. Trustee(s)' Remuneration: The Trustee(s) shall be entitled to reasonable remuneration for their services as trustee(s) hereunder.
- 7. Governing Law: This Trust Deed shall be governed by and construed in accordance with the laws of [Jurisdiction].

**IN WITNESS WHEREOF,** the parties hereto have executed this Trust Deed on the day and year first above written.

SIGNED AND DELIVERED by the within named Settlor	}
Signature of Settlor: [Signature]	}
SIGNED AND DELIVERED by the within named Trustee(s)	}
Signature of Trustee(s): [Signature]	}
SIGNED AND DELIVERED by the within named Beneficiary/Beneficiaries	}
Signature of Beneficiary/Beneficiaries: [Signature]	} }

Drafted By Akash Kannaujiya, Student, HVPS College of Law



} }

#### Subject: Drafting Pleading and Conveyancing II By Jigar Ashar, Student, HVPS College of Law

#### In the presence of:

1.			
2			

(ON A FRESH PAGE)

#### SCHEDULE I (Please refer above answers for Schedule)

[Description of Property]

#### Q. Registration of Documents - Sections 17, 18 Indian Registration Act, 1908:

- The Indian Registration Act, 1908, governs the registration of various documents in India. Sections 17 and 18 of the Act specify the documents that require mandatory registration. Here's an overview:
- Section 17: Documents Required to be Registered
  - Section 17 of the Indian Registration Act, 1908, provides a list of documents that require compulsory registration.
  - Some of the key documents include:
    - Instruments of gift of immovable property.
    - Non-testamentary instruments which acknowledge the receipt or payment of any consideration on account of the creation, declaration, assignment, limitation, or extinction of any right, title, or interest in immovable property.
    - Leases of immovable property for terms exceeding one year.
    - Non-testamentary instruments that create or extinguish any right, title, or interest in movable property valued at Rs. 100 or more.
    - Instruments transferring or assigning any decree or order of a court or any award when such decree or order purports or operates to create, declare, assign, limit, or extinguish, whether in present or in future, any right, title, or interest, whether vested or contingent, of the value of Rs. 100 or more, in immovable property.
    - Instruments which acknowledge the receipt or payment of any consideration for the making or extinction of any such decree or order.

#### • Section 18: Documents of which Registration is Optional

- Section 18 of the Indian Registration Act, 1908, deals with documents of which registration is optional.
- These documents include:
  - Instruments that acknowledge the receipt or payment of any consideration on account of the creation, declaration, assignment, limitation, or extinction of any right, title, or interest in movable property.



By Jigar Ashar, Student, HVPS College of Law

 Instruments that acknowledge the receipt or payment of any consideration for the creation, declaration, assignment, limitation, or extinction of any such right, title, or interest, whether vested or contingent, in immovable property.

#### **Q. What is a Partnership Deed?**

- A Partnership Deed is a legal document that outlines the rights, responsibilities, and obligations of partners in a partnership firm. It serves as the foundation of the partnership and governs the relationship between the partners.
- As defined in section 4 of Indian Partnership Act, 1932, "Partnership" is the relation between persons who have agreed to share the profits of a business carried on by all or any of them acting for all.
- <u>Here's what a typical Partnership Deed includes:</u>
  - **Name and Address of the Firm:** The Partnership Deed begins with the name and address of the partnership firm.
  - **Name and Address of Partners:** It lists the names and addresses of all the partners involved in the partnership.
  - **Nature of Business:** The Partnership Deed specifies the nature of the business or activities that the partnership will undertake.
  - **Date of Commencement:** It mentions the date when the partnership will commence its operations.
  - **Duration of Partnership:** The Partnership Deed may specify the duration of the partnership, whether it's for a fixed term or at will.
  - **Capital Contribution:** It outlines the amount of capital contributed by each partner to the partnership firm.
  - **Profit and Loss Sharing Ratio:** The Partnership Deed defines the ratio in which profits and losses will be shared among the partners.
  - **Management and Decision Making:** It specifies the roles and responsibilities of each partner in the management and decision-making process of the partnership firm.
  - **Salaries and Drawings:** The Partnership Deed may detail any salaries or drawings that partners are entitled to take from the firm.
  - **Interest on Capital and Drawings:** It may specify the rate of interest on partners' capital contributions and drawings, if applicable.
  - **Admission of New Partners:** The Partnership Deed outlines the procedure for admitting new partners into the partnership firm.
  - **Retirement and Resignation of Partners:** It details the process for the retirement or resignation of partners from the partnership firm.
  - **Dissolution of Partnership:** The Partnership Deed specifies the circumstances under which the partnership may be dissolved and the procedure for the same.



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- Arbitration Clause: It may include a clause for resolving disputes through arbitration, if necessary.
- **Miscellaneous Provisions:** Any other relevant provisions or clauses that the partners deem necessary for the smooth functioning of the partnership.
- A Partnership Deed is a crucial document as it helps in preventing disputes among partners by clearly defining their rights and responsibilities. It also provides legal recognition to the partnership and helps in resolving disputes or legal issues that may arise in the future.

#### **Q. Draft a Partnership Deed**

#### PARTNERSHIP DEED

THIS PARTNERSHIP DEED is made on this [date] day of [month], [year],

#### **BETWEEN**

[Name of Partner 1], son/daughter of [Father's Name], residing at [Address], hereinafter referred to as the "First Partner" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his/her heirs, executors, administrators, legal representatives, and assigns) of the FIRST PART;

#### AND

[Name of Partner 2], son/daughter of [Father's Name], residing at [Address], hereinafter referred to as the "Second Partner" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his/her heirs, executors, administrators, legal representatives, and assigns) of the SECOND PART;

WHEREAS the parties hereto have agreed to form a partnership firm to carry on the business of [Nature of Business] under the name and style of [Name of Partnership Firm] (hereinafter referred to as the "Firm").

#### NOW THIS DEED WITNESSETH AS FOLLOWS:

- 1. Name and Nature of Business: The Partnership shall be known as [Name of Partnership Firm] and shall carry on the business of [Nature of Business].
- 2. Commencement and Duration: The partnership shall commence on [Date of Commencement] and shall continue until terminated by mutual agreement of the partners.
- 3. Capital Contribution: The partners shall contribute to the capital of the partnership firm as follows:
  - a. The First Partner shall contribute Rs. [Amount] (Rupees [Amount]) towards the capital of the firm.
  - b. The Second Partner shall contribute Rs. [Amount] (Rupees [Amount]) towards the capital of the firm.
  - c. The capital contributions of the partners shall be used for the business operations of the firm.



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- 4. **Profit and Loss Sharing:** The profits and losses of the partnership firm shall be shared equally between the partners.
- 5. **Management and Decision Making:** The partners shall jointly manage the affairs of the firm. All decisions relating to the business operations of the firm shall be taken jointly by the partners.
- 6. **Salaries and Drawings:** The partners shall not be entitled to any salaries from the firm. However, they may withdraw funds from the firm for personal use, subject to the consent of all partners.
- 7. **Bank Account:** The partners shall open a bank account in the name of the firm for conducting the business transactions of the partnership.
- 8. **Books of Accounts:** The partners shall maintain accurate books of accounts and shall have access to the same at all times.
- 9. **Admission of New Partners:** No new partner shall be admitted to the partnership without the unanimous consent of all existing partners.
- 10. **Retirement and Resignation:** Any partner may retire from the partnership by giving [Notice Period] months' written notice to the other partner(s).
- 11. **Dissolution:** The partnership may be dissolved by mutual agreement of the partners or in accordance with the provisions of the Indian Partnership Act, 1932.
- 12. **Arbitration Clause:** Any disputes arising out of or in connection with this partnership deed shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996.

#### (On a Fresh Page)

**IN WITNESS WHEREOF,** the parties hereto have executed this Partnership Deed on the day and year first above written.

SIGNED AND DELIVERED by the within named First Partner	} } }
Signature of First Partner: [Signature]	}
SIGNED AND DELIVERED by the within named Second Partner	} } }
Signature of Second Partner: [Signature]	}
In the presence of:	
1.       2.	} }

### Module – 2:

## Q. What is Matrimonial Petitions? Explain Divorce Petitions, Mutual Consent Divorce Petitions?

- Matrimonial petitions are legal documents filed in court relating to matters of marriage and family law. They can encompass various issues, including divorce, separation, maintenance, custody, and other related matters.
- <u>Here's a brief explanation of two types of matrimonial petitions</u> <u>commonly filed in divorce proceedings:</u>
  - Divorce Petitions: A divorce petition is filed by one spouse (the petitioner) seeking to legally end the marriage. In the petition, the petitioner outlines the grounds on which they are seeking a divorce, such as adultery, cruelty, desertion, conversion to another religion, mental illness, or irretrievable breakdown of marriage. The petition typically includes details about the spouses, their marriage, children (if any), assets, and any other relevant information. After filing the petition, the court will issue notice to the other spouse (the respondent), who has the opportunity to respond to the allegations made in the petition.
  - **Mutual Consent Divorce Petitions:** In a mutual consent divorce petition, both spouses mutually agree to end their marriage and file a joint petition for divorce. Both parties must agree to the terms of the divorce, including issues such as division of assets, custody of children, and financial support. The petition must be signed by both spouses and filed jointly with the court. Unlike contested divorce proceedings, where parties may have to litigate various issues in court, mutual consent divorce petitions are typically faster and less adversarial, as both parties have already agreed on the terms of the divorce.

#### **Q. What is Application for Maintenance?**

- An application for maintenance, also known as a maintenance petition, is a legal document filed by a spouse or dependent seeking financial support from the other spouse. The purpose of such an application is to ensure that the financially weaker spouse or dependent receives adequate financial support for their maintenance and upkeep.
- <u>Here's a basic outline of what an application for maintenance typically</u> <u>includes:</u>
  - Title and Introduction: The document begins with a title indicating that it is an "Application for Maintenance" or "Maintenance Petition." It may also include the name of the court or authority where the application is being filed.



- Details of the Applicant: The application includes details of the applicant, such as their name, address, age, occupation, and relationship to the respondent (the spouse from whom maintenance is being sought).
- **Details of the Respondent:** Similarly, details of the respondent, including their name, address, occupation, and income, are provided in the application.
- Grounds for Maintenance: The applicant outlines the grounds on which they are seeking maintenance. This may include factors such as unemployment, disability, illness, inability to earn a sufficient income, or dependency on the respondent for financial support.
- **Details of Dependants (if applicable):** If the applicant has dependents such as children or elderly parents who are also financially dependent on them, details of the dependents and their needs may be included in the application.
- Financial Details: The application may include details of the applicant's financial situation, including income, expenses, assets, and liabilities. This information helps the court or authority assess the applicant's financial needs and the amount of maintenance required.
- **Prayer for Relief:** The application concludes with a prayer for relief, where the applicant requests the court or authority to grant them maintenance in a specific amount or as determined by the court, along with any other ancillary relief deemed necessary.
- Supporting Documents: The application may be supported by relevant documents such as income statements, bank statements, bills, medical records (if applicable), and any other evidence supporting the applicant's claim for maintenance.
- **Verification and Signature:** The application is typically verified and signed by the applicant or their legal representative, certifying the truthfulness of the information provided.

#### **Q. Draft an Application for Maintenance?**

PETITION BY WIFE UNDER SECTION 125, CRPC FOR MAINTENANCE IN THE COURT OF CHIEF METROPOLITAN MAGISTRATE, \_\_\_\_\_ MAINTENANCE PETITION NO. \_\_\_\_\_ OF \_\_\_\_\_

#### IN THE MATTER OF:

[Name of Petitioner], age: \_\_\_\_, W/o [Name of Respondent], D/o \_\_\_\_, Residing at \_\_\_\_\_ Petitioner

Versus

Drafted By Akash Kannaujiya, Student, HVPS College of Law



[Name of Respondent], age:, S/o,	
Residing at	Respondent

#### APPLICATION FOR MONTHLY MAINTENANCE ALLOWANCES FOR THE WIFE UNDER SECTION 125 OF CRIMINAL PROCEDURE CODE, 1973

The above name petitioner respectfully shewoth as under:

- 2. That after initial few months of marriage the Respondent led a life of drunkenness and habitual lewdness. The Respondent is a man of unusual temperament and constantly lost all sense of decorum and used abusive language.
- 3. That the Applicant was subjected to cruelty at the hands of respondent without any provocations whatsoever, this made the petitioners life miserable by constant abuse and immense torture mentally and physically.
- 4. That additionally the Respondent stopped maintaining and fulfilling basic demand of the Applicant including house hold expense. Ultimately the acts of Respondent leaving here with no other option, and compelled to leave here matrimonial house on \_\_\_\_\_as mention above to her paternal house.
- 5. The Petitioner is in midst of a severe financial crisis and has become totally bankrupt, unable to maintain herself and her parents. As the Applicant doesn't have any source of income neither does possess any technical qualification to be employed.
- 6. That the Applicant along with his elderly parents have been subsisting on meagre pension amount of 5,000 of his farther, who is chronically ill having recurring medication expenses. The Applicant is in midst of a severe financial crisis and has become totally bankrupt, unable to provide herself nor her parents, and their survival is at stake. Further details of assets and liabilities of the Applicant are enlisted in the Affidavit of discloser attached herein below marked as Encloser A.
- 7. That the Respondent is financially sound having multiple sources of income primarily earning a handsome amount of 1,00,000 from his telecommunication business and additionally from other sources. Having enough resources, the Respondent has yet overlooked his responsibility to provide for his lawfully wedded wife.



By Jigar Ashar, Student, HVPS College of Law

- 8. That the above relation between the parties have deteriorated to an extent that there is no possibility of compromise between them.
- 9. It is, therefore, prayed that the Hon'ble Court may graciously be pleased:
  - a. To direct the said Respondent to pay a sum of \_\_\_\_\_per month to the said Petitioner as Monthly maintenance, or at such rate as this Hon'ble court may deem fit;
  - b. Pending the hearing and final disposal of this petition, the Respondent be directed to pay Rs. 10,000/- towards maintenance of the said Petitioner from the date of application, as instant interim relief;
  - c. to direct the respondent to also pay the said amount of \_\_\_\_\_\_in lump sum towards the costs of this proceeding, so as to pay the professional fees of the lawyer.
  - d. To pass such other and further reliefs as this Hon'ble Court may deem fit and proper.

#### (On a Fresh Page) VERIFICATION

I, <u>(Name of Petitioner)</u>, wife of <u>(Name of Respondent)</u>, aged \_\_ years, Indian Inhabitant, Occupation – Unemployed, residing at \_\_\_\_\_, do solemnly affirm and declare that whatever is stated in the foregoing petition is true to the best of my knowledge and belief.

Petitioner

Solemnly affirmed at \_\_\_\_\_

On this date \_\_\_\_\_

Identified by \_\_\_\_\_.

Advocate for the Petitioner

#### **Q. What is Application for Custody?**

- An application for custody is a legal document filed by a parent or guardian seeking legal custody or guardianship of a child. It is typically filed in family court as part of a custody dispute or as a standalone petition to establish legal custody rights over a child.
- *Here's an overview of what an application for custody may entail:*





- **Title and Introduction:** The document begins with a title indicating that it is an "Application for Custody" or "Petition for Custody." It may also include the name of the court where the application is being filed.
- **Details of the Applicant:** The application includes details of the applicant, such as their name, address, relationship to the child, and any other relevant information about their relationship with the child.
- **Details of the Child:** Information about the child involved in the custody dispute, including their name, age, date of birth, and any other relevant details such as health issues or special needs.
- Grounds for Custody: The applicant outlines the reasons why they are seeking custody of the child. This may include factors such as their relationship with the child, their ability to provide a stable and supportive environment, and any concerns about the other parent's ability to care for the child.
- Best Interests of the Child: The application may emphasize the importance of considering the best interests of the child in determining custody arrangements. This may include factors such as the child's emotional and physical well-being, their relationship with each parent, and their wishes and preferences if they are old enough to express them.
- Parenting Plan: In some cases, the application may include a proposed parenting plan outlining the applicant's proposed custody arrangements, including visitation schedules, decision-making authority, and any other relevant details.
- **Supporting Evidence:** The application may be supported by evidence such as witness statements, character references, medical reports, or any other relevant documentation that supports the applicant's case for custody.
- **Prayer for Relief:** The application concludes with a prayer for relief, where the applicant requests the court to grant them legal custody or guardianship of the child, along with any other ancillary relief deemed necessary.
- **Verification and Signature:** The application is typically verified and signed by the applicant, certifying the truthfulness of the information provided.

#### **Q. Draft an Application for Custody?**

IN THE COURT OF \_\_\_\_\_

Vs.

PETITION U/S \_ OF THE \_\_\_\_

Drafted By Akash Kannaujiya, Student, HVPS College of Law



Application under section \_\_\_\_\_ of the \_\_\_\_\_ for grant of custody of the children to the applicant /petitioner

#### **RESPECTFULLY SHOWETH:**

- 1. That the above noted petition is pending before this Hon'ble court and is fixed for \_\_\_\_.
- That the petitioner was married with the respondent on \_\_\_\_\_ and out of the saidwedlock \_\_\_\_\_ sons namely \_\_\_\_aged about \_\_\_\_years and \_\_\_\_aged about \_\_\_\_years were born.
- 3. That on \_\_\_\_\_ the father of the respondent came to the house of the respondent with him alongwith both the minor children to her parental house and since then the respondent alongwith the minor children is living at her parental house. Then after a petition U/s \_\_\_\_\_ C.P.C. was filed by the respondent herself and on behalf of both the minor children and she is getting maintenance for herself and for the minor children from the applicant /petitioner. However, the respondent alongwith both the minor children came to the house of the petitioner on \_\_\_\_\_ and started living with the petitioner. On \_\_\_\_\_ both the children got admission for their education in \_\_\_\_\_ and the petitioner was providing all the facilities to the respondent and both the children of their livelihood, education etc. but after some the respondent again left her matrimonial house in the month of \_\_\_\_\_. Inspite of that the respondent charged the amount of maintenance of herself and for both the children from the petitioner and she is still getting the maintenance allowances from the petitioner/applicant.
- 4. That the atmosphere of family of the petitioner is better than the family of the respondent and the petitioner has good reputation in the society. The applicant /petitioner is fully competent person who can provide the proper higher education, can properly take care and look after both the children, manage to provide good atmosphere and to provide the good atmosphere to their minor children.
- 5. That in these circumstances the custody of the children is liable to be given to the petitioner /applicant who is the natural guardian, next friend and father of both the minor children.

#### PRAYER

It is therefore, prayed that the application of the applicant/petitioner may kindly be accepted and the respondent may kindly be directed to handover both the minors children namely \_\_\_\_\_ to the applicant /petitioner in the interest of justice.

Dated: \_\_\_\_ APPLICANT/PETITIONER



By Jigar Ashar, Student, HVPS College of Law

\_\_\_\_S/o \_\_\_\_R/o \_\_\_\_ Through counsel

\_\_\_\_, Advocate, \_\_\_\_

#### **Q.** Pleadings for restitution of conjugal rights?

- Pleadings for the restitution of conjugal rights refer to the legal documents filed in court by a spouse seeking the restoration of cohabitation and marital rights with their estranged partner. Restitution of conjugal rights is a legal remedy available in certain jurisdictions where one spouse can petition the court to compel the other spouse to resume living together as a married couple.
- Here's an overview of what pleadings for restitution of conjugal rights typically entail:
  - **Title and Introduction:** The document begins with a title indicating that it is a "Petition for Restitution of Conjugal Rights" or "Pleadings for Restitution of Conjugal Rights." It may also include the name of the court where the petition is being filed.
  - **Details of the Petitioner:** The petition includes details of the petitioner, such as their name, address, marital status, occupation, and any other relevant personal information.
  - **Details of the Respondent:** Information about the respondent, including their name, address, marital status, occupation, and any other relevant details, is provided in the petition.
  - Grounds for Restitution: The petitioner outlines the reasons why they are seeking the restitution of conjugal rights. This may include factors such as the breakdown of communication, separation due to misunderstandings, refusal of conjugal rights without reasonable cause, or any other relevant circumstances leading to the separation.
  - **History of Marriage:** A brief overview of the history of the marriage, including the date of marriage, duration of cohabitation, and any significant events or developments leading to the current situation, may be included in the petition.
  - **Efforts for Reconciliation:** The petitioner may describe any efforts made to reconcile with the respondent and resolve the issues causing the separation, including attempts at mediation, counseling, or discussions with family members or elders.
  - **Prayer for Relief:** The petition concludes with a prayer for relief, where the petitioner requests the court to pass an order directing the respondent to resume cohabitation and conjugal rights with the petitioner.



By Jigar Ashar, Student, HVPS College of Law

- Supporting Evidence: The petition may be supported by evidence such as witness statements, communication records, counseling reports, or any other relevant documentation that supports the petitioner's case for restitution of conjugal rights.
- **Verification and Signature:** The petition is typically verified and signed by the petitioner, certifying the truthfulness of the information provided.

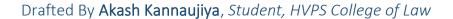
#### Q. Draft a Pleadings for restitution of conjugal rights? <u>PETITION FOR RESTITUTION OF CONJUGAL RIGHTS</u>

In the Court of District Judge, ..... [Name of Petitioner]. Petitioner. Versus [Name of Respondent]. Respondent

## (Petition for restitution of conjugal rights under section 9 of the Hindu Marriage Act, 1955)

The petitioner submits as under:

- 2. That status and place of residence of the parties to the marriage before the marriage and at the time of filing of this petition is given as under: (Mention here in a table, status, residence of the parties with respective age)
  - a. As it was before the marriage;
  - b. As it is at the time of filing of the petition
- 3. That from this marriage, ..... couple has not been blessed with any child so far. (mention sex, date of birth or age of the children, if any, of the marriage).
- 4. That petitioner and his wife were living together happily at our house. However, on ...... his wife has without any reasonable excuse, withdrawn from the society of the petitioner ...... (narrate here the circumstances which have led to withdrawal of the respondent from the matrimonial home or from the society of the petitioner) .....
- 5. The petition is not being presented in collusion with the respondent.
- 6. This petition is being presented without any unnecessary or improper delay on the part of the petitioner.
- 7. There is no other legal ground as to why the decree of restitution of conjugal rights be not granted in favour of the petitioner.



### 💦 Legal Charcha

## Subject: Drafting Pleading and Conveyancing II

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- 8. No litigation has taken place between the parties to the petition earlier ..... (State, if any, previous litigation with regard to the marriage came to be initiated by any party. Also give details of the petitions or the cases so instituted earlier).
- 9. This Hon'ble Court has jurisdiction to entertain and try this petition as the marriage was solemnized at ..... the parties last resided together at ..... and even presently the respondent is residing within the jurisdiction of this Hon'ble Court.
- 10. The petitioner therefore prays for grant of decree for restitution of conjugal rights in his favour and against the respondent.

(Petitioner)

#### VERIFICATION

I [Name of Petitioner], state on solemn affirmation that whatever is contained in paragraphs No ...... to ...... of the petition is, true to my own knowledge and that whatever is contained in paragraphs No ...... to ..... is based on information received and believed to be true by me.

(Petitioner)

#### Q. What is Nullity/Annulment of marriage?

Nullity of marriage, also known as annulment, refers to a legal declaration by a court that a marriage is invalid from the outset, as if it had never taken place. Unlike divorce, which terminates a valid marriage, nullity of marriage declares that the marriage was void or voidable from the beginning due to specific legal grounds.

#### Here's an overview of nullity of marriage:

- Legal Grounds: Nullity of marriage can be sought on various legal grounds, depending on the jurisdiction. Common grounds for nullity include:
  - Lack of capacity to consent to marriage (such as mental incapacity, intoxication, or coercion)
  - Bigamy (one party was already married at the time of the marriage)
  - Consanguinity (marriage between close blood relatives)
  - Non-consummation of marriage
  - Fraud or misrepresentation (such as concealment of a material fact)
  - Invalidity of marriage ceremony or formalities
- Initiating Proceedings: The process for seeking nullity of marriage typically involves filing a petition or application in court, outlining the



legal grounds on which nullity is sought. The petitioner must provide evidence to support their claim for nullity, which may include witness testimony, documentary evidence, and expert opinions.

- Legal Proceedings: Once the petition is filed, the court will conduct hearings to consider the evidence presented and determine whether the marriage should be declared void or voidable. Both parties to the marriage may be required to participate in the legal proceedings, and the court may appoint legal representatives or guardians ad litem to represent any incapacitated parties.
- Effects of Nullity: If the court grants nullity of marriage, the marriage is considered invalid from the outset. This means that the parties are treated as if they were never legally married. As a result, they are not entitled to the legal rights and obligations that accompany marriage, such as spousal support, property division, or inheritance rights. Any children born during the invalid marriage may still be considered legitimate under the law.
- Public Record: Nullity of marriage proceedings may become part of the public record, similar to divorce proceedings. However, the details of the proceedings and the reasons for nullity may be subject to privacy protections or sealed by the court, depending on the jurisdiction and circumstances of the case.

#### Q. Draft a Petition for Annulment of Marriage <u>PETITION FOR A DECREE OF NULLITY OF MARRIAGE</u>

IN THE DISTRICT COURT AT.....

[Name of Petitioner] ..... Petitioner versus [Name of Respondent] ..... Respondent

## Petition for a decree of nullity of marriage under Section 11 of the Hindu Marriage Act, 1955 (No. 25 of 1955).

The petitioner prays as follows:

- 1. A marriage was solemnized between the parties after the commencement of the Hindu Marriage Act on...... at...... A certified extract from the Hindu Marriage Register/affidavit duly attested is filed herewith.
- 2. The status and place of residence of the parties to the marriage before the marriage and at the time of filing the petition were as follows:

Husband	Wife
Status	Status
Age	Age



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Place of Residence	Place of Residence
i Poforo marriago	

- i. Before marriage
- ii. At the time of filing the petition
- 3. [In this paragraph particulars and place(s) of co-habitation as husband and wife and the children from the marriage, if any, may be given. The date and place of birth and name and sex of each child and the fact whether alive or dead should also be stated].
- 4. The respondent has a spouse living at the time of the marriage (State full particulars).

#### Or

The parties are within the degrees of prohibited relationship and there is no custom or usage governing each of them which permits of a marriage between the two. (Exact relationship between the parties should be given).

#### Or

The parties are sapindas of each other and there is no custom or usage governing each of them which permits of a marriage between the two. (Exact relationship between the parties should be specified).

(One or more of the above grounds may be pleaded and portions which are not applicable should be scored out. Facts on which the claim to relief is founded should be stated as distinctly as the nature of the case permits. The Matrimonial offences charged should be set in separate paragraph with times and places of their alleged commission).

- 5. There has not been any unnecessary or improper delay in filing the petition.
- 6. There is no other legal ground as to why relief should not be granted.
- 7. There have not been any previous proceedings with regard to the marriage by or on behalf of any party.

Or

There have been the following previous proceedings with regard to the marriage by or on behalf of the parties: —

Serial No. Name of Parties Name of Proceedings with section of the Act Number and date and year of the case Name and location of the court Result (i)

- (1)
- (ii) (iii)
- (iii)
- 8. The marriage was solemnized/reside/parties ..... within the local limits of the ordinary orieinal last resided civil jurisdiction of this Court.



9. The petitioner, therefore, prays that the marriage Solemnized between the parties being null and void may be so declared by the Court by a decree of nullity.

(Petitioner)

#### VERIFICATION

The abovenamed petitioner states on solemn affirmation that Paras...... to...... of the petition are true to the best of the petitioner's information and belief.

Verified on this..... day of..... 19..... at....

Place.....

(Petitioner)



## Module – 3:

Q. What is a Limited Liability Partnership Deed?

- A Limited Liability Partnership (LLP) is a form of business structure that combines features of a partnership and a corporation. It offers limited liability protection to its partners, meaning that partners are not personally liable for the debts and obligations of the LLP. LLPs are governed by the Limited Liability Partnership Act, 2008 (LLP Act) in India.
- <u>Here's an overview of what a Limited Liability Partnership deed typically</u> <u>includes:</u>
  - Name and Registered Office: Section 13 of the LLP Act specifies the requirements for the name of an LLP, including the use of the words "Limited Liability Partnership" or its abbreviation "LLP." The registered office address must be provided as per Section 13(2).
  - **Partnership Details:** Section 23 of the LLP Act governs the relations among partners and between partners and the LLP. It outlines the rights, duties, and obligations of partners, as well as their contributions and profit-sharing ratios.
  - **Nature of Business:** Description of the nature of the business activities that the LLP will engage in.
  - **Capital Contribution:** Section 31 of the LLP Act governs the contributions of partners to the LLP and the manner in which profits and losses are shared among partners. Partners are required to contribute to the LLP's capital as agreed upon in the LLP deed.
  - Management and Decision Making: Sections 6 to 10 of the LLP Act deal with the management structure of an LLP, including the appointment of designated partners and their powers and duties. The LLP deed typically elaborates on these provisions and specifies the decision-making processes within the LLP.
  - **Meetings and Resolutions:** Section 23(2) of the LLP Act allows partners to decide on matters by mutual agreement, and the LLP deed typically sets out the procedures for conducting meetings and passing resolutions.
  - Accounts and Audits: Sections 34 to 36 of the LLP Act govern the maintenance of accounts and records by LLPs and the requirement for audits based on turnover and capital contribution thresholds. The LLP deed may include additional provisions related to accounting practices and audits.
  - Admission and Retirement of Partners: Sections 22 and 24 of the LLP Act address the admission and retirement of partners, including the procedures for valuing partnership interests and the treatment of



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outgoing partners. The LLP deed provides further details on these processes.

- Dissolution and Winding Up: Sections 37 to 45 of the LLP Act deal with the dissolution and winding up of LLPs, including the distribution of assets and settlement of liabilities. The LLP deed may include provisions for handling dissolution and winding up procedures.
- **Miscellaneous Provisions:** Any other miscellaneous provisions deemed necessary or agreed upon by the partners, such as dispute resolution mechanisms, confidentiality clauses, or non-compete agreements.
- **Execution and Signatures:** The deed is executed by all partners in accordance with the LLP Act requirements, and signatures of witnesses may also be required.

Q. Draft an LLP Agreement:

## Limited Liability Partnership Agreement (As per Section 23(4) of LLP Act, 2008)

THIS Agreement of Limited Liability Partnership made at [Place], this [Date] Day of [Month], [Year].

### BETWEEN

1. [Name of Partner 1], son of [Father's Name], residing at [Address of Partner 1]

#### 2. [Name of Partner 2], son of [Father's Name], residing at [Address of Partner 2] (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 [Business Activity] 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. **Introduction:** This Limited Liability Partnership Agreement ("Agreement") is entered into on [Date], by and between the undersigned partners, pursuant to the provisions of the Limited Liability Partnership Act, 2008, and any other applicable laws and regulations.

#### 2. Formation:

a. The partners hereby agree to form a Limited Liability Partnership ("LLP") under the name of [Name of LLP].



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b. The registered office of the LLP shall be located at [Address of Registered Office].

### 3. Business Purpose:

a. The LLP shall engage in the following business activities: [Brief description of the nature of business activities].

#### 4. Capital Contribution:

- a. Each partner shall contribute capital to the LLP as follows:
  - i. [Name of Partner 1]: [Amount contributed]
  - ii. [Name of Partner 2]: [Amount contributed]
    - (Add contributions of additional partners as necessary)
- b. The total capital contribution of the partners shall be [Total capital contribution].

#### 5. Profit Sharing:

- a. The profits and losses of the LLP shall be shared among the partners in the following proportions:
  - i. [Name of Partner 1]: [Percentage of profit/loss]
  - ii. [Name of Partner 2]: [Percentage of profit/loss]

(Specify profit-sharing ratios for additional partners as necessary)

#### 6. Management:

- a. The management of the LLP shall be vested in the partners.
- b. The partners may designate one or more partners as designated partners, who shall have additional powers and responsibilities as prescribed by the LLP Act.

#### 7. Meetings and Resolutions:

- a. The partners shall hold meetings at least once every [Frequency of meetings].
- b. Decisions shall be made by mutual agreement of the partners, and resolutions shall be passed in accordance with the LLP Act.

#### 8. Accounts and Audits:

- a. The LLP shall maintain accurate accounts and records of its transactions in accordance with the LLP Act.
- b. An audit of the LLP's accounts shall be conducted annually as required by law.

#### 9. Admission and Retirement of Partners:

- a. New partners may be admitted to the LLP with the unanimous consent of the existing partners.
- b. Partners may retire from the LLP with prior notice as per the terms of this Agreement.

### 10. Dissolution and Winding Up:

a. The LLP may be dissolved by mutual agreement of the partners or as provided for by law.



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b. Upon dissolution, the assets and liabilities of the LLP shall be distributed among the partners in accordance with their respective capital contributions.

#### 11. Miscellaneous Provisions:

[Include any additional provisions deemed necessary by the partners, such as dispute resolution mechanisms, confidentiality clauses, etc.]

### SCHEDULE - A

This Agreement is executed by the undersigned partners as of the date first above written.

Signatures:

[Signature of Partner 1] [Name of Partner 1] [Date]

[Signature of Partner 2] [Name of Partner 2] [Date]

(Include signatures of additional partners as necessary)

#### **Q.** Petitions for winding up a company under Companies Act 2013?

- Under the Companies Act 2013, a company can be wound up by the Tribunal (National Company Law Tribunal NCLT) through a petition for winding up.
- <u>Here's a general outline of the process:</u>
  - **Filing of Petition:** The petition for winding up a company can be filed by various parties, including creditors, contributors, or the company itself. The petition needs to be filed before the NCLT having jurisdiction over the registered office of the company.
  - **Grounds for Winding Up:** The petition must specify the grounds on which the company is sought to be wound up. These grounds may include:
    - Inability to pay debts
    - Just and equitable grounds
    - Oppression and mismanagement
    - Any other grounds as specified under the Companies Act or any other applicable law.



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- **Notice:** After the petition is filed, the NCLT issues a notice to the company and other relevant parties, including creditors, contributories, and the Registrar of Companies (RoC).
- **Advertisement:** The NCLT may also direct the petitioner to advertise the petition in newspapers to give notice to any interested parties.
- **Appearance:** The company and other parties served with the notice have the opportunity to appear before the NCLT and contest the petition.
- **Hearing:** The NCLT conducts a hearing to consider the petition and any objections raised by the company or other parties.
- **Decision:** Based on the evidence and submissions presented, the NCLT may pass an order either:
  - Winding up the company and appointing a liquidator, or
  - Dismissing the petition if it finds no merit in the grounds for winding up.
- **Appointment of Liquidator:** If the NCLT orders the winding up of the company, it appoints a liquidator to oversee the winding-up process.
- **Distribution of Assets:** The liquidator realizes the assets of the company, settles its liabilities, and distributes any surplus among the shareholders according to their rights.
- **Dissolution:** After completing the winding-up process, the liquidator applies to the NCLT for an order of dissolution, and upon receiving such order, the company is dissolved.

### Q. Draft a Petition for winding up a company under Companies Act 2013?

#### **PETITION FOR WINDING-UP OF A COMPANY**

[Your Name and Address] [City, State, Pin Code] [Email Address] [Date]

[Name of the Company to be Wound Up] [Company's Registered Office Address] [City, State, Pin Code]

### In the High Court of [Specify the Jurisdiction] at [City] <u>CIVIL JURISDICTION</u>

CP NO. [Specify the Case Number] OF [Year] In the matter of the Companies Act, 2013

#### AND

In the matter of the winding up of [Company Name]

Drafted By Akash Kannaujiya, Student, HVPS College of Law



## PETITIONER [Your Full Name] [Your Address] VERSUS [Company Name] [Company's Registered Office Address] RESPONDENT

## PETITION UNDER SECTION 271(1)(a) OF THE COMPANIES ACT, 2013 WITNESSETH THAT:

- 1. Particulars of the Petitioner: The Petitioner is [Name of Petitioner], residing at [Address].
- 2. Details of the Company: The Respondent company is [Company Name], having its registered office at [Company's Registered Office Address].
- 3. Grounds for Winding Up: The Petitioner seeks the winding up of the company under Section 271(1)(a) of the Companies Act, 2013, on the grounds of [Specify the grounds, e.g., inability to pay debts, just and equitable winding up, etc.].
- 4. Statement of Affairs:
  - a. The company is insolvent and unable to meet its financial obligations.
  - b. The company's liabilities exceed its assets.
- 5. Appointment of Official Liquidator:
  - a. The Petitioner proposes the appointment of the Official Liquidator to take charge of
  - b. the winding-up proceedings.
- 6. Prayer for Relief:
  - a. The Petitioner prays for an order to wind up the company and appoint the Official Liquidator.
  - b. The Petitioner seeks any other relief deemed fit by the Hon'ble Court.

## VERIFICATION

I, [Name of Petitioner], the Petitioner, do hereby declare and verify that the contents of this petition are true and correct to my knowledge and belief.

IN WITNESS WHEREOF, I, the Petitioner, have signed this petition on the day,

month, and year first above written.

[Signature] Name: [Name of Petitioner] Date: [Date] Place:



## Q. Draft a Notice for Annual General Meeting NOTICE OF ANNUAL GENERAL MEETING

[On Company's Letterhead]

[Date]

NOTICE: Annual General Meeting

To, [Name of the Shareholders / Members] [Address Line 1] [Address Line 2] [City, State, Zip Code]

Dear Shareholders / Members,

NOTICE IS HEREBY GIVEN that the Annual General Meeting of [Company Name] will be held on [Date] at [Time] IST at [Venue].

#### AGENDA:

- 1. Reading and Adoption of Minutes.
- 2. Presentation of Annual Report.
- 3. To receive and adopt the Audited Financial Statements for the financial year ended [Date].
- 4. To declare a dividend, if any.
- 5. To appoint/reappoint directors in place of those retiring.
- 6. To appoint/reappoint statutory auditors.
- 7. Any other business with the permission of the Chair.

The Register of Members and Share Transfer Books of the Company will remain closed from [Start Date] to [End Date] (both days inclusive).

The notice of the Annual General Meeting and the Annual Report for the financial year ended [Date] are being sent by electronic mode to the registered email addresses of the shareholders/members available with the Company.

The members holding shares in physical form are requested to update their email addresses with the Company's Registrar and Share Transfer Agent to receive future communications electronically.





Members are requested to attend the meeting either in person or through proxy. The attendance slip and proxy form are enclosed herewith.

By Order of the Board,

[Name] [Designation] [Your Company Name]

#### **Enclosures:**

- 1. Attendance Slip
- 2. Proxy Form

## Q. Draft a Notice for Special General Meeting:

#### NOTICE OF SPECIAL GENERAL MEETING

[On Company's Letterhead]

[Date]

NOTICE: Special General Meeting

To, [Name of the Shareholders / Members] [Address Line 1] [Address Line 2] [City, State, Zip Code]

Dear Shareholders / Members,

NOTICE IS HEREBY GIVEN that a Special General Meeting of [Your Company Name] will be held on [Date] at [Time] IST at [Venue].

#### AGENDA:

- 1. [Specify the agenda items for the SGM]
- 2. [Specify the agenda items for the SGM]
- 3. [Specify the agenda items for the SGM]

Members are requested to attend the meeting either in person or through proxy. The attendance slip and proxy form are enclosed herewith.

By Order of the Board,

Drafted By Akash Kannaujiya, Student, HVPS College of Law



By Jigar Ashar, Student, HVPS College of Law

[Name] [Designation] [Your Company Name]

## Enclosures:

- 1. Attendance Slip
- 2. Proxy Form

### **Q. Legal Notice Under the Consumer Protection Act for Defective Goods:**

- A legal notice under the Consumer Protection Act serves as a formal document notifying a party accused of violating the Act.
- <u>It serves the following purposes:</u>
- Informing the Alleged Violator
   Example: A legal notice is sent to a seller who provided a defective product.
- Demanding Corrective Action
   Example: The notice specifies corrective actions like refund or compensation.
- 3. Initiating Legal Proceedings Example: If corrective action is not taken, the consumer can file a complaint with the consumer forum.

### **Q. Procedure of Filing a Complaint for Defective Goods:**

- Filing a complaint involves several key steps:
- Drafting the Complaint Example: Detailing the purchase, defect, and desired corrective actions in a written complaint.
- Serving the Complaint
   Example: Sending the complaint via registered post to the opposite party.
- Paying the Fees:
   Example: Fulfilling the fee requirements based on the claim's value.
- Adjournment and Evidence Example: Providing evidence during hearings and seeking adjournments when necessary.
- 5. Judgment and Appeals Example: Appealing an unfavourable judgment to a higher forum if needed.

### **Q. Essentials of a Legal notice for Defective Goods:**

- Name and Address Details: Clearly stating the names and addresses of both the complainant and the opposite party.
- Date and Time of Violation: Specifying the date and time when the alleged violation occurred.
- Nature of Violation and Relief Sought: Describing the defect in the purchased product and demanding a full refund.



- - Documents in Support: Attaching invoices, warranty cards, or any relevant documents supporting the claim.
  - Signature of the Complainant: Concluding the notice with the complainant's signature.

## Q. Draft a Legal notice for Defective Goods

#### To,

[Name of the party alleged to have violated the Act] [Address of the party]

Date: [Date of the notice]

Sub: Legal Notice under the Consumer Protection Act, 2019

I, [Advocate Name], hereby serve you this legal notice on behalf of [Name of the consumer] in connection with the alleged violation of the Consumer Protection Act, 2019.

## The facts of the case are as follows:

- On [Date], [Consumer] purchased [Product/Service] from you at [Place].
- The [Product/Service] was defective and did not meet the standards promised by you.
- Despite several attempts, you have failed to remedy the defects in the [Product/Service].

As a result of the above, [Consumer] has suffered loss and injury. Therefore, I demand that you take the following corrective action within 15 days of the receipt of this notice:

- Refund the full amount paid by [Consumer] for the [Product/Service].
- Pay [Consumer] compensation for the loss and injury suffered.

If you fail to take the corrective action within the specified time period, [Consumer] will be forced to file a complaint with the appropriate consumer forum.

Yours faithfully,

[Name of the Advocate with Sign and Stamp]



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#### **Q. Corporate Insolvency Resolution process under IBC?**

• The Corporate Insolvency Resolution Process (CIRP) under the Insolvency and Bankruptcy Code (IBC) is a mechanism aimed at resolving insolvency issues faced by corporate entities in a time-bound manner.

#### • <u>Here's an overview of the process:</u>

#### • Application for Initiation of CIRP:

- The application for initiating CIRP can be filed by Financial Creditors, Operational Creditors, or the Corporate Debtor itself.
- The minimum amount of default for initiating proceedings is one lakh rupees or more.
- Types of Creditors:
  - There are three types of creditors: Operational Creditor, Financial Creditor, and others.
  - It's yet to be clarified if the third type of creditor can initiate CIRP proceedings.

#### • Filing of Application by Financial Creditors:

- Application to be filed under Section 7 of the IBC.
- Adjudicating Authority to admit or reject the application within 14 days.

#### • Filing of Application by Operational Creditors:

- Application to be filed under Section 9 of the IBC.
- Mandatory demand notice to be served to the corporate debtor demanding repayment of operational debt.

#### • Filing of Application by Corporate Debtor:

Corporate debtor can file an application under Section 10 of the IBC.

### • Proceedings before NCLT:

- The Adjudicating Authority must give notice to the corporate debtor before admission of a petition under Section 7 or Section 9.
- The Adjudicating Authority must admit or reject the application within 14 days.
- Adjudicating Authority to ascertain the occurrence of default (in financial creditor's case) or the absence of dispute (in operational creditor's case).
- Appointment of Interim Resolution Professional:
  - Mandatory for financial creditors to propose the name of the interim resolution professional.
  - Operational creditors may or may not propose a name, but the Adjudicating Authority appoints one within 14 days.
- Public Announcement:
  - IRP to make a public announcement of the initiation of CIRP within 3 days after admission of the application.



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- Submission of Claims:
  - Financial creditors to submit proof of claims electronically.
  - Other creditors may submit claims in person, by post, or electronically.
  - Formation of Committee of Creditors, Appointment of Resolution Professional, Preparation of Information Memorandum, Preparation of Resolution Plan, and Time-line for completing the corporate resolution process are further discussed in detail.

**Q. Draft an Application for Corporate Insolvency Resolution process under IBC?** Refer the following link for answer: <u>https://thecompaniesact2013.com/form1.php</u>



## Module – 4:

## **Q. Will and Codicil?**

- A will and a codicil are legal documents used in estate planning to outline how a person's assets and properties should be distributed after their death. Here's a brief overview of each:
- Will:
  - A will, also known as a last will and testament, is a legal document that specifies how a person's assets, properties, and possessions should be distributed upon their death.
  - It allows the individual, known as the testator, to designate beneficiaries who will receive specific assets or inheritances.
  - In addition to asset distribution, a will can also designate guardianship for minor children, specify funeral arrangements, and appoint an executor to manage the estate.
  - A will must be signed by the testator and witnessed by at least two individuals who are not beneficiaries and who can attest to the testator's mental capacity and intent.
- Codicil:
  - A codicil is a legal document used to make amendments or additions to an existing will without revoking the entire will.
  - It is typically used when the testator wants to make minor changes to their will, such as adding or removing beneficiaries, updating asset distributions, or changing executor appointments.
  - A codicil must be executed with the same formalities as a will, including signatures from the testator and witnesses.

### Q. Draft a Last Will and Testament

## Last Will and Testament of [Full Name]

I, [Your Full Name], of [Your City, State], being of sound mind and disposing memory, do hereby make, publish, and declare this to be my Last Will and Testament, revoking all previous wills and codicils made by me.

### **Article I: Personal Information**

- 1. I designate [Executor's Full Name], currently residing at [Executor's Address], to serve as the executor of this will. If for any reason [Executor's Full Name] is unable or unwilling to serve, I appoint [Alternate Executor's Full Name], currently residing at [Alternate Executor's Address], as the alternate executor.
- 2. I declare that I am of legal age and sound mind at the time of making this will.

### **Article II: Disposition of Property:**





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- 1. I hereby devise and bequeath all my real and personal property, of every kind and description, wherever situated, to the following beneficiaries in equal shares:
  - o [Beneficiary 1's Name], currently residing at [Beneficiary 1's Address]
  - o [Beneficiary 2's Name], currently residing at [Beneficiary 2's Address]
  - [Beneficiary 3's Name], currently residing at [Beneficiary 3's Address] (List all beneficiaries and their addresses as necessary)
- 2. If any of the above-named beneficiaries predeceases me or fails to survive me by [insert number] days, then their share shall be divided equally among the surviving beneficiaries.

## **Article III: Specific Bequests:**

- 1. I give and devise [specific item or property] to [specific beneficiary].
- 2. I give and bequeath the sum of [specific amount] to [specific beneficiary].

### Article IV: Guardianship of Minor Children

 I appoint [Guardian's Full Name], currently residing at [Guardian's Address], to serve as the legal guardian of my minor children, [Child 1's Full Name] and [Child 2's Full Name], until they reach the age of majority. If for any reason [Guardian's Full Name] is unable or unwilling to serve, I appoint [Alternate Guardian's Full Name], currently residing at [Alternate Guardian's Address], as the alternate guardian.

#### Article V: Funeral Arrangements

1. I express my desire to be [buried/cremated], and I request that my executor arrange for the necessary funeral and burial or cremation services according to my wishes.

### **Article VI: Miscellaneous Provisions**

- 1. I authorize my executor to pay all my just debts, funeral expenses, and expenses of the administration of my estate as soon as practicable after my death.
- 2. I direct that all taxes levied against my estate, including estate taxes, inheritance taxes, and any other death taxes, be paid out of the residue of my estate.
- 3. I hereby declare that this will is made freely and voluntarily, without any undue influence or coercion from any person.

### **Article VII: Revocation Clause**

1. I hereby revoke all wills and codicils previously made by me.

### Article VIII: Governing Law

1. This Last Will and Testament shall be governed by the laws of [State].

IN WITNESS WHEREOF, I have hereunto set my hand and seal this [day] of [month], [year].

#### [Signature]

Signed, sealed, published, and declared by [Full Name] as [his/her] Last Will and Testament in the presence of us, who, in [his/her] presence and at [his/her] request, and in the presence of each other, have subscribed our names as witnesses on the date above written:

Witness 1: [Witness 1's Full Name] Address: [Witness 1's Address]

[Signature]

Witness 2: [Witness 2's Full Name] Address: [Witness 2's Address]

[Signature]

#### Q. Draft a Codicil to The Last Will and Testament: CODICIL TO THE LAST WILL AND TESTAMENT OF [Full Name]

I, [Your Full Name], of [Your City, State], hereby make this codicil to my Last Will and Testament, dated [Date of Original Will], which will remain in full force and effect except as expressly modified by this codicil.

#### 1. Reference to Original Will

I confirm all provisions of my Last Will and Testament dated [Date of Original Will], except as expressly modified by this codicil.

#### 2. Modification of Article [Specify Article Number]

I hereby amend Article [Insert Article Number] of my Last Will and Testament dated [Date of Original Will] as follows:

• [Specify the modification or addition to the original provision]

#### 3. Addition of New Article

I hereby add a new article to my Last Will and Testament, which shall be designated as Article [Insert Article Number], and shall read as follows:

• [Insert the new provision to be added]



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#### 4. Revocation of Previous Provisions

I hereby revoke any provisions of my Last Will and Testament dated [Date of Original Will] that are inconsistent with the provisions of this codicil.

#### 5. Confirmation of Original Will

Except as expressly modified by this codicil, I confirm all provisions of my Last Will and Testament dated [Date of Original Will].

IN WITNESS WHEREOF, I have hereunto set my hand and seal this [Day] day of [Month], [Year].

[Signature]

Signed, sealed, published, and declared by [Your Full Name] as a codicil to [his/her] Last Will and Testament in the presence of us, who, in [his/her] presence and at [his/her] request, and in the presence of each other, have subscribed our names as witnesses on the date above written:

Witness 1: [Witness 1's Full Name] Address: [Witness 1's Address]

[Signature]

Witness 2: [Witness 2's Full Name] Address: [Witness 2's Address]

[Signature]

Q. Legal Heir Certificate:

- A legal heir certificate is an important document upon the death of a family member. It establishes the relationship between the deceased person and his/her legal heirs. Legal heirs of a deceased person are spouse, children and parents. The legal heirs must apply and obtain the legal heir certificate to transfer the ownership of assets of the deceased person to themselves. A legal heir certificate can be obtained after the death certificate is obtained from the municipality/corporation to claim their right over the deceased person's properties and dues.
- **Uses of a Legal Heir Certificate:** A legal heir certificate identifies the rightful successor, who then can claim the assets/properties of the deceased person.



All eligible successors must possess this certificate to lay a claim over the deceased person's property.

- A legal heir certificate is required for the following purpose:
  - For transferring properties and assets of the demised person to his successors.
  - For claiming insurance.
  - For sanctioning and processing the family pension of the deceased employee.
  - To receive dues such as provident fund, gratuity, etc. from the government
  - To receive salary arrears of the deceased, state or Central government employee.
  - To gain employment based on compassionate appointments.
- Generally, for any property purchase or registration, the buyer should request a legal heir certificate to ascertain the ownership of the property. There can be instances where there are several legal heirs for an ancestral property. In such cases, it is required that all legal heirs sign the deed of conveyance, giving their approval to avoid any litigations.

#### • Who Can Apply for a Legal Heir Certificate?

- The following persons are considered legal heirs and can claim a legal heir certificate under the Indian Law:
  - Spouse of the deceased.
  - Children of the deceased (son/ daughter).
  - Parents of the deceased.

### • Procedure to Obtain a Legal Heir Certificate:

- A legal heir certificate can be obtained by approaching the area/taluk Thasildhar or from the corporation/municipality office of the respective area and the district civil court. This certificate names all legal heirs of the deceased person and is issued only after a proper enquiry. The process of obtaining a legal heir certificate is stated below:
  - The legitimate heir of the deceased person must approach the district court in the respective area and ask for the legal heir certificate application. The applicant must fill out the application and submit the signed application to the concerned authority. This application contains the names of all the legal heirs, their relationship with the deceased, and the family members' addresses.
  - All the required documents, including the departed person's death certificate, should be attached to the application. (Death certificate must be obtained from the municipality/corporation office).





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- An affidavit on stamp paper or self-declaration must be submitted along with the application.
- The revenue inspector/administrative officer conducts an inspection and completes the enquiry.
- Once the enquiry is completed successfully, the authorized officer issues the Legal heir certificate.
- The process of obtaining a legal heir certificate generally takes 30 days. If there is an unnecessary delay in receiving this certificate or the concerned authorities fail to respond, you should approach the Revenue Division Officer (RDO)/sub-collector.
- Documents Required for Obtaining a Legal Heir Certificate:
  - To obtain a legal heir certificate, the following is the list of documents required:
    - Signed application form.
    - Identity/address proof of the applicant.
    - Death certificate of the deceased.
    - Date of birth proof of all legal heirs.
    - A self-undertaking affidavit.
    - Address proof of the deceased.

## Q. Draft an Application for Legal Heir Certificate APPLICATION FOR LEGAL HEIR CERTIFICATE

To, The Mandal Revenue Officer, [Address]

### Sub: Issue of Legal Heir certificate - regarding.

Respected Sir/Madam,

#### -----

S. No	Name	Relationship with Deceased person	Age

I request your kind authorities to issue us legal heir certificate at an early date. Thanking you,



Yours faithfully, [Signature], [Name], [Date]

Encl:

- 1. Affidavit.
- 2. Death Certificate.
- 3. Service certificate of deceased if He/she was an employee.

### **Q. What is a Succession Certificate?**

- A succession certificate is a certificate given to the successor of a deceased person who has not prepared a will. A succession certificate is given to the successor of a deceased person who has not prepared a will in order to establish the authenticity of the successor.
- The succession certificate also gives the certificate holder authority over the deceased person's debts and securities. The payment of debts of the deceased person and also the transfer of the securities of the deceased person can be made by the certificate holder.
- Obtaining a Succession Certificate:
  - A succession certificate is issued by the district judge of the relevant jurisdiction. To obtain a succession certificate, a petition should be prepared and filed in the relevant district court.
  - The relevant jurisdiction of the district court for filing a petition for obtaining a succession certificate would be where the deceased person ordinarily resided at the time of his death. If no such place is available, the relevant jurisdiction would be within which any property belonging to the deceased may be found.
- Procedure to Obtain a Succession Certificate
  - The legal procedure to obtain the succession certificate is highlighted as below:
    - Step 1: Preparation of Petition: The applicant will prepare a petition, verify and sign the same and submit it to the district judge in the appropriate jurisdiction after paying the appropriate court fees.
    - Step 2: Submission to Court: The district judge will give an opportunity for the preliminary hearing of the petition filed by the applicant/petitioner and if the petition is admitted, he shall fix a day for the final hearing in respect of the same and also send notice of the hearing to whomsoever he thinks fit.
    - Step 3: Grant of Certificate: After hearing all the concerned parties, the judge will decide if the applicant is within his right to apply for the succession certificate and shall grant the succession certificate to him if satisfied.
    - Step 4: Submission of Bond: The district judge may also require the applicant to provide a bond with one or more sureties or any other



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security so as to make good any possible loss arising out of the use or misuse of such certificate.

- Particulars of the Petition for Succession Certificate:
  - The petition for the succession certificate made to the district judge must be signed and verified by the applicant and include the following details:
    - The time of the death of the deceased.
    - The ordinary residence of the deceased at such time of death; and if such ordinary residence is not available, the details of the property that is within the jurisdiction of the district judge to whom such an application is made.
    - The family or other near relatives of the person deceased and their respective residences.
    - The rights of the petitioner (applicant).
    - The absence of any reason to invalidate the grant of the certificate.
    - The debts and securities in respect of which the application for such a certificate is made.
- Validity of Succession Certificate
  - The succession certificate stands valid anywhere within India. However, where
    a certificate has been granted in a foreign country, by an Indian representative
    (as appointed by the government), accredited to that state, the certificate will
    stand valid only if properly stamped in accordance with the Court Fees Act,
    1870 to have the same effect in India as a certificate granted in India.
- Effect of the Succession Certificate
  - The main purpose of this certificate is to provide protection to all parties paying debts where such payments are made in good faith. The certificate holder is also empowered to receive any interest/dividend on the securities and negotiate or transfer such securities as mentioned in the certificate. Thus all payments made to and by the certificate holder on behalf of the deceased person will be legally valid.
  - However, this does not necessarily mean that the certificate holder is the owner of the securities or the legal heir. The legal heir/heirs are determined by a separate procedure of law.

#### **Q. Difference between Succession Certificate and Probate?**

- A succession certificate and a probate are both legal documents used for establishing the legal heirs and successors of a deceased person. However, they serve different purposes and are obtained through different legal processes.
- Here's an explanation of each and the difference between them:
  - Succession Certificate:
    - A succession certificate is a legal document granted by a civil court to the legal heirs of a deceased person.
    - It establishes the authenticity of the heirs and their right to inherit the debts, securities, and other assets of the deceased.
    - It is typically issued when the deceased person has not left a will or when the assets of the deceased are not covered by a will.



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- The succession certificate is obtained through a summary procedure, and the court usually requires evidence such as death certificate, family tree, and other relevant documents to issue the certificate.
- It is primarily used for claiming movable assets like bank accounts, shares, insurance proceeds, etc.
- Probate:
  - A probate is a legal process by which the court validates and executes the terms of a deceased person's will.
  - It establishes the authenticity of the will and appoints an executor to administer the deceased person's estate according to the terms of the will.
  - It is obtained through a probate court and involves a detailed legal procedure, including notice to heirs and beneficiaries, filing of the will, hearings, etc.
  - The probate process is required when the deceased person has left a valid will that covers the disposition of their assets.
  - It is used for claiming immovable assets like land, property, real estate, etc., and ensures that the wishes of the deceased as expressed in the will are carried out.

Succession Certificate	Probate	
A succession certificate establishes the legal	A probate validates the will and allows for	
heirs' right to inherit movable assets.	the distribution of both movable and	
	immovable assets according to its terms.	
A succession certificate is obtained when	A probate is obtained when there is a valid	
there is no will.	will.	
Obtaining a succession certificate involves a	Obtaining a probate involves a detailed	
summary legal process.	legal procedure through the probate court.	
Succession certificate covers movable assets	A probate covers both movable and	
like bank accounts, shares, etc.	immovable assets like property, land, real	
	estate, etc.	

#### Q. Petition for Grant of Succession Certificate by Widow <u>PETITION FOR THE GRANT OF SUCCESSION CERTIFICATE BY WIDOW</u>

In the Court of the District Delegate at..... District.....

PARTIES

#### **RESPECTFULLY SHEWETH:**

1. That your petitioner is the sole widow of the deceased.

💦 Legal Charcha



2. That the deceased above-named, hereinafter referred to as the 'said deceased' who had been during his lifetime and until his death permanently living and residing at the said premises within the jurisdiction of this court and was by faith and nationality a Hindu citizen of India governed by the Dayabhaga or Bengal School of Hindu Law, died intestate on the......day of......at his aforesaid place of residence.

3. The deceased, at the time of his death, left only his widow, the present applicant and none else as his heir under the Hindu Succession Act 1956.

4. That at the time of his death the deceased left no son or daughter or father or any grandson or granddaughter by any predeceased son or daughter or any great-grandson or any great-granddaughter by any predeceased grandson and granddaughter or any widow of any predeceased son or predeceased grandson or great-grandson or any other relation specified in class I and class II of the Schedule under s. 8 of the said Act.

5. That the deceased left at the time of the death inter alia assets for which succession certificate has been prayed for of the market value of Rs..... A full and complete schedule of the said assets is hereunto annexed and marked "A".

6. That strict and diligent searches were made by your petitioner to ascertain whether the deceased left any will or made other disposition in respect of the properties, assets, and credits but no such will has been discovered up till now. Your petitioner, therefore, believes and has reasons to believe that he died intestate. No letter of administration has been issued in respect of the estate of the deceased. No application for letter of administration or succession certificate is pending in this court or in any other court.

7. That your petitioner is the same and identical person described as the sole widow of the deceased and she is interested in the administration of the estate of the deceased.

8. That it is evident from the facts and circumstances hereinbefore stated that there is no impediment under s. 370 of the Indian Succession Act 1925 or any other provisions of the said Act or any other enactment against the grant of Succession Certificate hereunder prayed neither to your petitioner nor to the validity thereof when granted.

9. That your petitioner states and submits that in the circumstances aforesaid, she alone is entitled to the grant of Succession Certificate in respect of the said assets payable to the estate of the deceased.

10. That the ad valorem duty of Rs.....payable in respect of the grant of Succession Certificate hereunder prayed for has been paid.

11. That this application is made bona fide.

Your petitioner, therefore, prays for an order in the following terms:

(i) Succession certificate may be granted to your petitioner in respect of the properties, assets and credits specified in Schedule "A" hereto with power to collect and/or receive and/or realise the same including all interests accrued thereon and to negotiate and/or sell and/or deal with the same without any restriction.

(ii) Your petitioner be exempted from furnishing any security on that account.

And your petitioner as in duty bound shall ever pay.

Schedule A, Part-I Debts and Liabilities

Part-II Securities

Verification

I, Smt.....above-named residing at

No....., do hereby declare and say that the statements contained in paragraphs 1, 2, 3, 4, 5, 6, 7, 8 and 10 of the above petitions and also the particulars contained in the Schedule..... including all figures, are true to my knowledge and those contained in paragraphs 9 and 11 hereof are my submission to this Learned Court.

I sign this verification at

No..... this .....

day of..... 2010

Prepared in my Office

Advocate for the Petitioner.

#### Q. Petition for Probate (LOA) <u>PETITION UNDER SECTION 278 OF THE INDIAN SUCCESSION ACT FOR GRANT OF</u> <u>PROBATE LETTER OF ADMINISTRATION</u>

IN THE COURT OF THE..... Probate No..... of 19..... C. F..... Petitioner Versus C. D..... Respondents

**RESPECTFULLY SHOWETH:** 



1. That...... widow of...... resident of..... died at..... on...... The copy of the death certificate is attached herewith.

2. That the deceased had left behind her the legal heirs described as respondents...... above. Their relations with the deceased...... are as under: —

The respondent...... are the brothers of husband of the deceased. The respondents...... are the daughters of Late Shri...... respondent ...... is the widow of Late...... and respondent No...... is the son of Late..... who was the brother of the deceased.

The respondents..... are the brothers and respondents..... are the sisters of the deceased.

3. That the deceased..... had a fixed place of abode in India and had her ordinary place of residence at House No.....

4. That...... deceased had bequeathed all her properties (moveables and immovables) deposits in various banks as well as the immoveable property mentioned in...... attached to this petition in favour of the petitioner vide her will dated...... duly registered on...... which is her last will and the same was duly executed in the presence of witnesses namely: —

1.....

2.....

5. That the petitioner has obtained Succession Certificate in respect of all monies deposited in various banks from the court of Shri...... in case No. ...... decided on...... on the basis of the said Will.



8. That the petitioner is the sole legatee, executor named in the said Will.

#### PRAYER

It is, therefore, prayed that the letter of Probate/Administration of the Will dated...... duly executed by the deceased...... be granted in favour of the petitioner. Any other relief which the Hon'ble Court deems fit and proper in the circumstances of the case be also granted to the petitioner.

Place.....

Dated.....

Petitioner

Through Advocate

#### VERIFICATION

I..... petitioner trust solemnly affirm that the contents of the above petition are true and correct to my knowledge.

Petitioner

Certificate by witness regarding Will.

I,..... son of Shri...... resident of...... solemnly stated that...... widow of Shri...... had executed a Will dated ...... at her last Will and who had signed the same in my presence and in the presence of Shri...... the owner attesting witness and I and Shri ...... had also signed as attesting witnesses thereof in the presence of the executant and in presence of each other.

Drafted By Akash Kannaujiya, Student, HVPS College of Law



By Jigar Ashar, Student, HVPS College of Law

#### Q. What is Adoption Deed under Juvenile Justice Act, 2015?

- An Adoption Deed under the Juvenile Justice (Care and Protection of Children) Act, 2015 is a legal document that formalizes the process of adoption in accordance with the provisions of the Act. This Act provides for the adoption of children who are in need of care and protection, including orphaned, abandoned, or surrendered children.
- The Adoption Deed outlines the terms and conditions of the adoption, including the rights and responsibilities of the adoptive parents and the legal status of the adopted child. It serves as a legal record of the adoption process and ensures compliance with the procedures laid down in the Juvenile Justice Act, 2015.
- The Adoption Deed typically includes details such as the names and addresses of the adoptive parents and the adopted child, the consent of the biological parents or guardians (if applicable), the terms of custody and guardianship, the change of name (if any), and other relevant provisions pertaining to the adoption.
- It is important to note that the adoption process under the Juvenile Justice Act, 2015 involves various legal formalities and requirements, and the Adoption Deed must be executed in accordance with the provisions of the Act and any other applicable laws or regulations. It is advisable to seek legal counsel to ensure that the Adoption Deed is drafted and executed correctly.

#### Q. Draft an Adoption Deed under Juvenile Justice Act, 2015?

#### ADOPTION DEED

THIS DEED OF ADOPTION is made and entered into at \_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_,20\_\_\_\_ BETWEEN

1. \_\_\_\_\_, Adult, Indian Inhabitant of \_\_\_\_, residing at\_\_\_\_\_, hereinafter referred to as the 'ADOPTIVE FATHER' (which term and expression shall unless it be repugnant to the context or meaning thereof shall mean and include his heirs, executors, administrators and assigns) of the ONE PART

#### AND

\_\_\_\_\_, Adult, Indian Inhabitant of\_\_\_, residing at \_\_\_\_\_\_, hereinafter referred to as the 'NATURAL MOTHER' (which term and expression shall unless it be repugnant to the context or meaning thereof shall mean and include her heirs. executors, administrators and assigns) of the SECOND PART

#### AND

\_\_\_\_\_, a Minor, through her Natural Mother and Guardian, \_\_\_\_\_, the Party of the Second Part herein, hereinafter referred to as the 'Adopted Son' of the THIRD PART.

**WHEREAS** the Party of the Second Part herein had married \_\_\_\_\_ on at\_\_\_ and after marrying \_\_\_\_\_, her name was \_\_\_\_\_, hereinafter for the sake of brevity referred to as the 'Said Marriage'.

**AND WHEREAS** out of the Said Marriage, there has been a issue i.e. a Male Boy namely, "\_\_\_\_\_", born on\_\_\_\_\_, hereinafter for the sake of brevity referred to as the Said Boy.

**AND WHEREAS** due to their difference of opinion the Party of the Second Part and her the then husband i.e. \_\_\_\_\_ preferred a Petition No. AA\_\_/\_\_for Divorce by Mutual Consent in the Family Court at \_\_\_\_\_ and the Honorable Court was pleased the dissolve the Said Marriage vide their order passed below Exh. 6 on \_\_\_\_\_\_ besides awarding the permanent custody of the Said Boy to the Party of the Second Part herein, hereinafter for the sake of brevity referred to as the 'Said Order'

**AND WHEREAS** \_\_\_\_\_\_ the Ex-Husband of the Party of the Second Part herein did not prefer any Appeal and/or revision against the Said Order and Judgment.

**AND WHEREAS** the Party of the First Part herein has married the Party of the Second Part herein and have registered their marriage at the office of the Sub-Registrar of Assurances (Marriage Officer),\_\_\_\_vide Their Receipt No.\_\_\_\_/\_\_\_ dated\_\_\_\_\_, hereinafter for the sake of brevity referred to as the 'Said Second Marriage'.

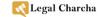
**AND WHEREAS** the Party of the First Part has married the Party of the Second Part herein, has decided to Adopt the Party of the Third Part herein as he is issueless and has married the natural mother of the Said Boy.

**AND WHEREAS** the natural mother (the Party of the Second Part herein) consented for the said adoption and on \_\_\_\_\_\_ the physical act of giving and taking of the boy in adoption was performed, namely the natural mother gave the third party in adoption and the adaptor took the boy as adopted son accompanied by performance of Datta Homam.

**AND WHEREAS** the parties considered it necessary and expedient that a Deed of Adoption be executed so as to be authentic record of the Adoption having already taken place.

#### NOW THEREFORE THIS INDENTURE WITNESSETH AS FOLLOWS;

- 1. It is hereby declared that on \_\_\_\_\_\_ the party of the Second Part i.e. the Natural Mother of the Third Party gave in adoption her son "\_\_\_\_" to the Adopter who took the boy in Adoption. The Adopter took the boy in Adoption, the physical act of giving and taking was also accompanied by Datta Homam ceremony and in the presence of assembled brotherhood of the parties.
- 2. As a result of the aforesaid adoption the Third Party was transferred legally from the Natural Mother to the Parties of the First and Second Part herein and Adopter became entitled to all the rights and obligations of his Adopted Son.
- 3. The Adopted Boy by virtue of the Said Adoption has become member of the Coparcenary with his Adopted father and shall be entitled to inherit his self acquired property if indisposed of and shall be entitled to succeed to his Joint Ancestor's property by Survivorship except that if a legitimate son is born subsequent to his adoption, the right of inheritance of succession of the adopted son shall be regulated by Rule of the Hindu Law.
- 4. The Adopter, first party, shall be responsible for the maintenance and education of the adopted son and agrees to bring him up according to his status in life.



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- 5. The Natural Father of the Said Boy having relinquished all his right, title, interest and claim over the said boy and Natural Mother having married the Party of the first part herein after her marriage having been dissolved by the Family Court, \_\_\_\_\_and being continue to remain as Natural Mother of the Said Boy, question of taking any consent from anybody does not arise at all.
- 6. The Adopter shall not lay any claim hereinafter against the natural father for expenses incurred by him for the education and maintenance of the Said Boy/Adopted Son.

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hands to this on the day and year first hereinabove written

SIGNED, SEALED AND DELIVERED)

By the within-named Party of First Part)

In the presence of \_\_\_\_\_

SIGNED, SEALED AND DELIVERED)

By the within-named Party of Second Part)

In the presence of\_\_\_\_\_)

-	•
÷Т.	۱.

2)

SIGNED, SEALED AND DELIVERED)

By the within-named Party of Third Part)

Through his Natural Mother

In the presence of\_\_\_\_\_)

#### **Q. Right to Information:**

- The Right to Information (RTI) is a fundamental right of citizens in India that empowers them to seek information from public authorities. The RTI Act, enacted by the Parliament of India in 2005, aims to promote transparency and accountability in the functioning of government institutions by allowing citizens to access information held by public authorities.
- Under the RTI Act, citizens have the right to:
  - **Request information:** Citizens can submit a written request to a public authority seeking information on any matter of public interest. The request



must specify the details of the information sought and be accompanied by the required application fee.

- Receive information: Public authorities are required to provide the requested information within a specified timeframe, usually within 30 days of receiving the request. In certain cases, the information may be provided within 48 hours if it concerns the life or liberty of a person.
- Access government records: Citizens have the right to access government records, documents, files, and other materials held by public authorities. However, there may be certain exemptions to the disclosure of information, such as matters of national security or personal privacy.
- **Appeal against denial:** If a public authority refuses to provide the requested information or fails to respond within the stipulated timeframe, the applicant has the right to file an appeal with the designated appellate authority. The appellate authority will review the decision and may order the disclosure of information if deemed appropriate.

#### Q. Format of RTI Application (FORM-1) RTI ACT, 2005?

	•	oplication for seeking inform			
	under th	e Right to Information Act,20	05.		
		I.D. No (For o	o fficial use)		
То					
The I	Public Information Officer,				
1.	Name of the Applicant				
1.	Name of the Applicant				
2.	Address	:			
3.	Particulars of information :				
	(a) Concerned department :				
	(b) Particulars of information	tion required :			
	i. Details of information	required :			
	ii. Period for which inform	mation asked for :			
	iii. Other details	:			
4.	A fee of Rs 10/- (Rupee	es ten only) has been deposited in	the office of the Public		
Infor	mation Officer vide receipt	No dated			
Place	e :				
Date	:				
			Signature of Applicant		
		E-mail address, if any	Signature of Applicant		

#### FORM -1

